CITY OF UPLAND
"The City of Gracious Living"

MEETING OF THE CITY COUNCIL

Agenda

Bill Velto, Mayor
Shannan Maust, Mayor Pro Tem - District 1
James Breitling, Councilmember - District 2
Carlos A. Garcia, Councilmember - District 3
Rudy Zuniga, Councilmember - District 4

Michael Blay, City Manager
Stephen P. Deitsch, City Attorney
Keri Johnson, City Clerk

Monday, March 23, 2026

Open session begins at 6:00 p.m.

City Council Chamber

City Hall, 460 N. Euclid Avenue

Residents may observe the City Council meetings remotely via livestream on the City website, Spectrum Cable TV Channel 3, or Frontier Cable TV Channel 26.

City of Upland Mission Statement
The City of Upland is committed to delivering superior services that meet community needs with transparency and integrity.

City of Upland Vision Statement
Upland is a safe community with historic character where residents enjoy a high quality of life.

Pages

1. CALL TO ORDER AND ROLL CALL

2. ADDITIONS-DELETIONS TO AGENDA

3. ORAL COMMUNICATIONS

   This is a time for any citizen to comment on item listed on the closed session agenda only. Anyone wishing to address the legislative body is requested to submit a speaker card to the City Clerk at or prior to speaking. The speakers are requested to keep their comments to no more than three (3) minutes. The use of visual aids will be included in the time limit.

CLOSED SESSION BEGINS AT 4:00 p.m.

4. CLOSED SESSION

   a. CLOSED SESSION CONFERENCE WITH LABOR NEGOTIATORS

      Government Code Section 54957.6

      Agency Designated Representatives: City Manager Michael Blay, Assistant City Manager Stephen Parker, and Deputy Director of Human Resources/Risk Management Cecilia Todd

      Employee Organization: Upland Police Officers Association

   b. CLOSED SESSION CONFERENCE WITH REAL PROPERTY NEGOTIATORS

California Government Code Section 54956.8

Property: 1.03-acre parcel located on Third Avenue, approximately 75 feet south of the Pacific Electric Trail and adjacent along the north side of the Coy D. Estes Senior Apartments, in the City of Upland (Assessor Parcel Number: 1046-411-54)

City Negotiators: City Manager Michael Blay, Development Services Director Robert Dalquest and Housing Manager Diane Cotto

Negotiating Party: Steven Dukett, Upland Community Housing, Inc.

Under Negotiation: Price and Terms of payment

5. INVOCATION

Deacon Richard Simpson, St. Anthony's Catholic Church

6. PLEDGE OF ALLEGIANCE

7. PRESENTATIONS

Proclamation Recognizing Government Finance Professionals Week accepted by Stephen Parker, President of the California Society of Municipal Finance Officers (CSMFO)

8. CITY ATTORNEY

9. ORAL COMMUNICATIONS

This is a time for any citizen to comment on any item listed or not listed on the agenda. Anyone wishing to address the legislative body is requested to submit a speaker card to the City Clerk at or prior to speaking. The speakers are requested to keep their comments to no more than three (3) minutes. Speakers will be given five (5) minutes during public hearings. The use of visual aids will be included in the time limit. Public comments and questions for the purpose of hearing current matters of concern in our community and to provide citizens a method for the public to hear those concerns in an open venue is encouraged. However, under the provisions of the Brown Act, the City Council is prohibited from discussion of items not listed on the agenda, and therefore, the City Council, City Manager, or City Attorney will take communications under advisement for consideration and appropriate response or discussion at a later time.

Individuals who demonstrate disruptive conduct during City Council meetings that prevent the City Council from conducting its meeting in an orderly manner are guilty of a misdemeanor as stated in PC403, disrupting a public meeting, and are subject to removal from the chamber or arrest.

CAMPAIGN CONTRIBUTION DISCLOSURE: Pursuant Gov. Code § 84308, any party to a permit, license, contract, or other entitlement before the Council is required to disclose on the record any contribution, including aggregated contributions, of more than $500 made by the party or the party's agents within the preceding 12 months to any City official. Participants and agents are requested to make this disclosure as well. The disclosure must include the name of the party, participant, or agent, and any other person making the contribution; the name of the recipient, the amount of the contribution, and the date the contribution was made.

10. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the legislative body request specific items be removed from the Consent Calendar for separate action.

Recommended Action:
Approve the Consent Calendar

a. APPROVAL OF MINUTES 7

Recommended Action:
Approve the Regular Meeting Minutes of March 9, 2026. (Staff Person: Keri Johnson)

b. ANNUAL CITY ETHICS REVIEW 12

CEQA: Not a Project.

Recommended Action:
Receive and file this report on the annual city ethics review. (Staff Person: Michael Blay)

c. CONSIDER APPROVAL OF FEBRUARY WARRANT AND PAYROLL REGISTERS 14

CEQA: Not a Project.

Recommended Action:
Approve the February warrant registers totaling $10,800,136.85 (check numbers 55999 – 56378 and direct disbursements) and payroll registers totaling $2,090,145.41 (check numbers 164597 – 164612 and electronic fund transfers 60662 – 61247). (Staff Person: Stephen Parker)

d. TREASURER'S REPORT FEBRUARY 2026 26

CEQA: Not a Project.

Recommended Action:
Receive and file the February 2026 Treasurer's Report. (Staff Person: Stephen Parker)

e. CONSIDER APPROVAL OF AN AMENDMENT TO THE AGREEMENT FOR SOFTWARE UPGRADES TO POLICE DEPARTMENT COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM 43

CEQA: Not a Project.

Recommended Action:
Approve an amendment to the System Purchase Agreement for upgrades to the Police Department's Computer Aided Dispatch and Records Management System (CAD/RMS); authorize the City Manager, subject to City Attorney review, to approve non-substantive modifications to the amendment without increasing the City's financial obligations or liability; and appropriate $412,004.25 from the COPS Unreserved Fund Balance to COPS Data Processing Services Account No. 2163201-5254 for the first-year costs of the upgraded CAD/RMS, to be reimbursed from receipt of federal Community Project Funding, subject to federal

obligation, receipt, eligibility and applicable grant requirements. (Staff Person: Stephen Parker)

f. EMERGENCY REPAIR WORK FOR 26 W. 15TH STREET TRANSFER STATION UPDATE 166

CEQA: Exempt under Section 15378(b)(5) of the CEQA Guidelines.

Recommended Action:
Receive and file the status update related to the KSM Electric, Inc. contract for emergency repair work at the 26 W. 15th Street Transfer Station. (Staff Person: Damien Arrula)

g. CONSIDERATION OF A RESOLUTION APPROVING THE MEASURE I CONTINUATION EXPENDITURE PLAN DEVELOPED BY THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY 168

CEQA: Not a Project.

Recommended Action:
Adopt a Resolution approving the Measure I Continuation Expenditure Plan developed by the San Bernardino County Transportation Authority. (Staff Person: Damien Arrula)

h. CONSIDER ADOPTING A RESOLUTION APPROVING THE CITY OF UPLAND PARTICIPATION IN REGIONAL HOUSING TRUST FUND 181

CEQA: Not a Project.

Recommended Action:
Adopt a Resolution approving the City's participation in the Joint Powers Authority establishing the San Bernardino Regional Housing Trust Fund (SBRHT); and authorize the City Manager, subject to City Attorney review, to approve non-substantive modifications to the Joint Powers Agreement that further its purpose without increasing the City's financial obligations or liability. (Staff Person: Robert Dalquest)

i. CONSIDER APPROVAL OF A FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ADVANTEC, INC. 199

CEQA: Not a Project.

Recommended Action:
Approve Amendment No. 4 to the Agreement with ADVANTEC Consulting Engineers, Inc., increasing the current year compensation by $49,000, from $150,000 to a total annual amount of $199,000 through June 30, 2026; extending the term of the agreement for an additional one-year period through June 30, 2027; and authorize the City Manager to execute the amendment. (Staff Person: Robert Dalquest)

j. CONSIDERATION OF A RELOCATION AGREEMENT WITH LAMAR CENTRAL OUTDOOR, LLC FOR TWO DIGITAL BILLBOARDS IN THE COLONIES AT SAN ANTONIO SPECIFIC PLAN 233

CEQA: Determine to be Exempt.

Recommended Action:

Adopt a Resolution for the Relocation Agreement between the City of Upland and Lamar Central Outdoor, LLC to erect two (2) digital billboards in the Colonies at San Antonio Specific Plan, and direct staff to file a Notice of Exemption pursuant to the California Environmental Quality Act; and authorize the City Manager to execute the agreement. (Staff Person: Robert Dalquest)

11. PUBLIC HEARINGS

12. COUNCIL COMMITTEE REPORTS

a. COUNCIL REPORTS ON REGIONAL COMMITTEE MEETING, TRAINING, OR CONFERENCE ATTENDANCE

Councilmembers will provide oral reports on any meetings, trainings, or conferences they attended on behalf of the City. This item is for information only.

13. BUSINESS ITEMS

a. SET A PUBLIC HEARING AND DIRECT STAFF TO PREPARE A PROP 218 NOTIFICATION FOR A WATER, RECYCLED WATER, AND SEWER RATE ADJUSTMENT 262

CEQA: Not a Project.

Recommended Action:

1. Set a public hearing tentatively for June, 8, 2026, to consider proposed water and recycled water service rate adjustments to become effective July 1, 2026, and sewer service rate adjustments to become effective July 1, 2026
2. Direct staff to prepare and mail a Proposition 218 notice
3. Receive and file the Water, Recycled Water, and Wastewater Rate Study
4. Consider the rate schedules and related adjustments as recommended by staff for inclusion in the Proposition 218 notice and subsequent City Council action. (Staff Person: Damien Arrula)

b. LOCAL HAZARD MITIGATION PLAN UPDATE 390

CEQA: Not a Project.

Recommended Action:
Receive and file the updated City of Upland Local Hazard Mitigation Plan (LHMP). (Staff Person: Damien Arrula)

14. COUNCIL COMMUNICATIONS

15. CITY MANAGER

16. ADJOURNMENT

The next regularly scheduled City Council meeting is Monday, April 13, 2026.

NOTE: If you challenge the public hearing(s) or the related environmental determinations in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Upland, at, or prior to, the public hearing.

All Agenda items and back-up materials are available for public review at the Upland Public Library, at 450 North Euclid Avenue, the City Clerk's Office at 460 North Euclid Avenue and the City website at www.uplandca.gov.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office, 909-931-4120. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADA Title II].

To access written transcription during the meeting, please click this link: https://attend.wordly.ai/join/LVGO-0906. Then choose language and click attend to read the transcript on your device.

On March 18, 2026, a true and correct copy of this agenda was posted on the bulletin boards at 450 N. Euclid Avenue (Upland Public Library) and 460 N. Euclid Avenue (Upland City Hall), and the City website at www.uplandca.gov

MINUTES OF THE REGULAR MEETING OF THE UPLAND CITY COUNCIL

March 9, 2026
6:00 p.m.
City Council Chamber
City Hall, 460 N. Euclid Avenue

Members Present:	Mayor Bill Velto, Councilmember James Breitling, Councilmember Shannan Maust, Councilmember Rudy Zuniga
Members Absent:	Councilmember Carlos A. Garcia
Staff Present:	City Manager Michael Blay, City Attorney Stephen P. Deitsch, City Clerk Keri Johnson

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1. CALL TO ORDER AND ROLL CALL

The regular meeting of the Upland City Council was called to order by Mayor Bill Velto at 5:02 p.m. in the Council Chamber of the Upland City Hall.

Moved by: Councilmember Zuniga
Seconded by: Councilmember Maust

Excuse the absence of Councilmember Garcia.

Motion: Carried Unanimously with Councilmember Garcia absent

2. ADDITIONS-DELETIONS TO AGENDA

None.

3. ORAL COMMUNICATIONS

None.

CLOSED SESSION - 5:00 p.m.

4. CLOSED SESSION

At 5:03 p.m. Mayor Velto announced that the City Council would recess to Closed Session pursuant to Government Code

a. CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: One potential case.

The City Council reconvened in open session at 6:04 p.m.

5. INVOCATION

Pastor Laurie Baiz, Life Bible Fellowship Church

6. PLEDGE OF ALLEGIANCE

Led by Assistant Fire Chief Birchfield

7. PRESENTATIONS

Introduction of new Battalion Chief by Assistant Fire Chief Birchfield

8. CITY ATTORNEY

City Attorney Deitsch announced the City Council received a report Closed Session Item 4a and there was no reportable action during Closed Session.

9. ORAL COMMUNICATIONS

Andrew Hanif, Upland, stated that he works for a non-profit organization that focuses on substance use prevention and he provided information about the dangers of 7-OH abuse.

Michael Miller, Upland, announced upcoming community events sponsored by County Supervisor Hagman.

10. CONSENT CALENDAR

Mayor Velto removed Consent Calendar Item 10c for separate action.

Moved by: Councilmember Zuniga
Seconded by: Councilmember Breitling

Approve the Consent Calendar

Motion: Carried Unanimously with Councilmember Garcia absent

a. APPROVAL OF MINUTES

Approve the Regular Meeting Minutes of February 23, 2026.

b. ADOPTION OF ORDINANCE NO. 2009 AMENDING CHAPTER 17.37 OF THE UPLAND MUNICIPAL CODE

Adopt Ordinance No. 2009 approving Zoning Code Amendment No. 25-0004, which amends Upland Municipal Code Chapter 17.37 to update regulations pertaining to Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) in accordance with recent updates in State legislation.

d. ACCEPT THE RESIGNATION OF CITY COUNCIL ADVISORY COMMITTEE MEMBER

Accept the resignation from City Council Advisory Committee Member Gregorio Pulido and direct the City Clerk to post the notice of unscheduled vacancy.

e. ACCEPTANCE OF DISCRETIONARY FUNDS FROM SUPERVISOR ARMENDAREZ TO PURCHASE MERIDIAN BARRIERS

Accept $100,000 in funding from the County of San Bernardino through Supervisors Armendarez's discretionary funds; and authorize the City Manager to execute the agreement and all documents necessary for the sole-source purchase of 13 Meridian barriers from Meridian Rapid Defense Group for $99,231.36.

f. EMERGENCY REPAIR WORK FOR 26 W. 15TH STREET TRANSFER STATION UPDATE

Receive and file this second status update related to the KSM Electric, Inc. contract for emergency repair work at the 26 W. 15th Street Transfer Station.

g. CONSIDER APPROVING THE NOTICE OF COMPLETION FOR THE ALPINE STREET, VERNON DRIVE, AND PALM AVENUE PAVEMENT REHABILITATION AND UTILITY IMPROVEMENTS PROJECT

Approve the work, authorize the City Manager or designee to record the Notice of Completion, and reduce the Faithful Performance Bond to 10% for the Alpine Street, Vernon Drive, and Palm Avenue Pavement Rehabilitation and Utility Improvements Project.

h. CONSIDER APPROVAL OF BACKHOE PURCHASE FROM SONSRAY FOR THE ENVIRONMENTAL DIVISION

Approve the purchase of one (1) backhoe for use in environmental operations related to compliance with Senate Bill 1383 (SB 1383), utilizing available SB 1383 program funds.

i. CONSIDER APPROVAL OF SECOND AMENDMENT TO THE AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. FOR THE PREPARATION OF THE 2025 WASTEWATER RATE STUDY

Approve the Second Amendment to the Professional Services Agreement with Raftelis Financial Consultants, Inc. for the preparation of a comprehensive wastewater rate study; and authorize the City Manager to execute the amendment.

j. CONSIDER APPROVAL OF SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF THE 2025 WATER & RECYCLED WATER RATE STUDY

Approve the Second Amendment to the Professional Services Agreement with Raftelis Financial Consultants, Inc. for the preparation of a comprehensive water & recycled water rate study; and authorize the City Manager to execute the amendment.

c. CONSIDER APPROVING AMENDMENT NO. 1 TO THE AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES

The Council thanked City Attorney Deitsch for his service and wished him well in his semi-retirement.

City Attorney Deitsch provided remarks.

Moved by: Councilmember Breitling
Seconded by: Councilmember Maust

Approve Amendment No. 1 to the Agreement for City Attorney Legal Services Between the City of Upland and Best Best & Krieger LLP which appoints Thomas A. Rice to serve as City Attorney and Albert J. Maldonado as Assistant City Attorney; and authorize the City Manager to execute Amendment No. 1.

Motion: Carried Unanimously with Councilmember Garcia absent

11. PUBLIC HEARINGS

12. COUNCIL COMMITTEE REPORTS

a. COUNCIL REPORTS ON REGIONAL COMMITTEE MEETING, TRAINING, OR CONFERENCE ATTENDANCE

None.

13. BUSINESS ITEMS

a. CONSIDERATION OF URBAN FOREST GRID PRUNING SYSTEM ENHANCEMENT AND APPROVAL OF FIRST AMENDMENT TO THE WEST COAST ARBORISTS, INC. AGREEMENT

Assistant City Manager Arrula presented the staff report along with a PowerPoint Presentation and answered questions from the Council.

City Arborist Lance provided information regarding issues with silk oak trees on Euclid Avenue requiring trimming annually and utility companies topping trees in the City.

Operations Manager Smiderle answered questions from the Council regarding the tree trimming cycle.

Deputy Public Works Director Gordon provided information on the benefits of a shorter trim cycle.

Moved by: Councilmember Breitling
Seconded by: Councilmember Zuniga

Adopt the new grid-pruning cycle, changing the urban forest grid pruning cycle from seven (7) years to four (4) years; and approve the First Amendment to the Agreement with West Coast Arborists, Inc., in the amount of $1,410,880 for a term ending June 30, 2027; and authorize the City Manager to execute the amendment.

Motion: Carried Unanimously with Councilmember Garcia absent

b. CITY COUNCIL WORKSHOP ON THE CONCEPTUAL DESIGN FOR THE SANTA FE DEPOT REHABILITATION PROJECT

Development Services Director Dalquest presented the staff report along with a PowerPoint presentation and introduced Gregg Denson with Architerra Design Group who provided details of the conceptual design.

Development Services Director Dalquest answered questions from the Council regarding funding for the project and the scope of work.

The Council provided comments on the conceptual design and requested staff bring back a revised conceptual design.

14. COUNCIL COMMUNICATIONS

Councilmembers announced various activities and events throughout the community.

15. CITY MANAGER

16. ADJOURNMENT

Mayor Velto adjourned the meeting at 7:55 p.m. The next regularly scheduled City Council meeting is Monday, March 23, 2026.

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Keri Johnson, City Clerk

Staff Report

CITY OF UPLAND
"The City of Gracious Living"

DATE: March 23, 2026
TO: MAYOR AND CITY COUNCIL
FROM: MICHAEL BLAY, CITY MANAGER
PREPARED BY: KERI JOHNSON, CITY CLERK
SUBJECT: ANNUAL CITY ETHICS REVIEW

RECOMMENDED ACTION:
It is recommended that the City Council receive and file this report on the annual city ethics review.

GOAL STATEMENT
The proposed action supports the City's goal of maintaining high ethical standards for staff and elected officials.

BACKGROUND
In 2011, the Upland City Council established Municipal Code Section 2.56 – Code of Ethics and Conduct. This chapter defines the scope and purpose of an ethical code of conduct, examples of prohibited conduct, and penalties for unethical behavior.

Section 2.56.090 of the code requires an annual review of the effectiveness of this policy by the City Council and presented by the City Manager.

ISSUES AND ANALYSIS
The creation and maintenance of an ethical culture is imperative to a successful municipal government. As such, the Upland City Council and Executive Staff recognize that ongoing modeling, training, and leadership is required to maintain a foundation of ethics.

Every elected official and public employee who makes or influences governmental decisions is required to submit a Statement of Economic Interest known as Form 700. In addition, AB 1234 Chapter 700 requires cities, counties, and special districts to provide ethics training to these same officials.

As such, in December 2024 all elected officials and designated employees that are required to submit a Form 700, and had not completed a minimum of two hours of ethics training within the prior two years were offered training provided by our Assistant City Attorney Thomas Rice. Anyone who could not attend that training completed the two-hour online training course provided by the Fair Political Practices Commission. The city had 100% compliance among city officials and designated employees for this training. This comprehensive training provided by the City Attorney will be offered to elected officials and designated employees in December 2026.

Additionally, in February 2026 all Upland City Employees were required to complete an online ethics training course provided by the City's risk management partner Vector Solutions. Course topics include: Ethics and Money, Ethics and Co-Workers, Scenario-based training, and a final assessment. At this time, 100% of all City staff have completed the required training.

Maintaining an ethical culture is the responsibility of every employee and appropriate systems are in place for the reporting and investigation of unethical conduct.

ENVIRONMENTAL DETERMINATION
The proposed action is not subject to the California Environmental Quality Act (CEQA). Section 15378 of the CEQA Guidelines defines a project subject to CEQA. The proposed action is not included within the definition of a "project" and thus is exempt.

FISCAL IMPACTS
There is no fiscal impact associated with this action.

ALTERNATIVES
Provide alternative direction to staff.

CEQA: Not a Project.

Staff Report

CITY OF UPLAND
"The City of Gracious Living"

DATE: March 23, 2026
TO: MAYOR AND CITY COUNCIL
FROM: MICHAEL BLAY, CITY MANAGER
PREPARED BY: STEPHEN PARKER, ASSISTANT CITY MANAGER
STACI SULLIVAN, FINANCE MANAGER
SUBJECT: CONSIDER APPROVAL OF FEBRUARY WARRANT AND PAYROLL REGISTERS

RECOMMENDED ACTION:
It is recommended that the City Council approve the February warrant registers totaling $10,800,136.85 (check numbers 55999 – 56378 and direct disbursements) and payroll registers totaling $2,090,145.41 (check numbers 164597 – 164612 and electronic fund transfers 60662 – 61247).

GOAL STATEMENT
The proposed action supports the City's goal of managing the City's resources in a fiscally responsible and transparent manner.

BACKGROUND
The City Council is presented with the financial disbursements for the purchase of materials, supplies, services, capital projects, and payroll warrants issued in the prior month. This process provides the City Council with the opportunity to review the monthly expenses of the city.

ISSUES AND ANALYSIS
In accordance with Government Code 37208, the Finance Manager hereby certifies that the attached warrant registers, direct disbursements and payroll registers have been found to conform to the approved budget and have been paid. These demands are submitted to the City Council for review and approval.

ENVIRONMENTAL DETERMINATION
The proposed action is not subject to the California Environmental Quality Act (CEQA). Section 15378 of the CEQA Guidelines defines a project subject to CEQA. The proposed action is not included within the definition of a "project" and thus is exempt.

FISCAL IMPACTS
Funds are available for the payment of the warrant registers, direct disbursements and payroll registers in accordance with the Fiscal Year 2025-26 operating budget.

ALTERNATIVES
Provide alternative direction to staff.

CEQA: Not a Project.

City of Upland
Accounts Payable Check Reconciliation Register
02/01/2026 - 02/28/2026

CHECK #	CHECK DATE	CHECK TYPE	VENDOR #	VENDOR NAME	CHECK AMOUNT
55999	02/04/2026	PRINTED	207	ADLERHORST INTERNATIONAL LLC	108.09
56000	02/04/2026	PRINTED	358	ADVANCED AUTO, SMOG CHECK CENTER	40.00
56001	02/04/2026	PRINTED	15750	AFLAC PREMIUM HOLDING	543.20
56002	02/04/2026	PRINTED	1779	BAKER TILLY US, LLP	3,813.00
56003	02/04/2026	PRINTED	120021	BRIGHTVIEW	29,499.99
56004	02/04/2026	PRINTED	11923	C L S LANDSCAPE MANAGEMENT	32,490.00
56005	02/04/2026	PRINTED	88971	CALIFORNIA DIESEL COMPLIANCE	75.00
56006	02/04/2026	PRINTED	195	CALIFORNIA NEWSPAPERS PARTNERSHIP	7,605.74
56007	02/04/2026	PRINTED	12511	CALIFORNIA COMPUTER SCHOOLS	125.00
56008	02/04/2026	PRINTED	1479	MAP COMMUNICATIONS INC	307.67
56009	02/04/2026	PRINTED	1812	CH DIAGNOSTIC & CONSULTING SERVICE, INC	450.00
56010	02/04/2026	PRINTED	1922	DARREN CHAN	876.27
56011	02/04/2026	PRINTED	363	CHINO MOWER AND EQUIPMENT	2,992.50
56012	02/04/2026	PRINTED	448	CINTAS CORPORATION	16,480.98
56013	02/04/2026	PRINTED	1755	CIVICA LAW GROUP, APC	5,468.47
56014	02/04/2026	PRINTED	1916	CIVICPLUS LLC	13,262.00
56015	02/04/2026	PRINTED	163	CLINICAL LABORATORY OF SAN BERNARDINO, INC	201.00
56016	02/04/2026	PRINTED	35791	VINCENT DEL NEGRO	54.38
56017	02/04/2026	PRINTED	16636	DELL MARKETING LP	31,295.28
56018	02/04/2026	PRINTED	124	DEPARTMENT OF JUSTICE	464.00
56019	02/04/2026	PRINTED	2027	KELLY DUONG	825.00
56020	02/04/2026	PRINTED	1905	EARTHCAM INC	11,870.09
56021	02/04/2026	PRINTED	73401	ERNIE'S DISCOUNT ROOTER	158.00
56022	02/04/2026	PRINTED	1990	FASTLANE AUTO REPAIR INC	2,953.94
56023	02/04/2026	PRINTED	78	FRONTIER	1,164.77
56024	02/04/2026	PRINTED	78	FRONTIER	140.06
56025	02/04/2026	PRINTED	78	FRONTIER	374.85
56026	02/04/2026	PRINTED	78	FRONTIER	1,116.80
56027	02/04/2026	PRINTED	58311	GHA TECHNOLOGIES INC	1,663.40
56028	02/04/2026	PRINTED	72691	HAAKER EQUIPMENT CO	23,077.06
56029	02/04/2026	PRINTED	2032	HENSCHEL PUMP TEST LLC	200.00
56030	02/04/2026	PRINTED	3231	HINDERLITER, DE LLAMAS & ASSOCIATES	600.00
56031	02/04/2026	PRINTED	15090	HOLLIDAY TRUCKING INC	16,576.41
56032	02/04/2026	PRINTED	629	HONEYCOTT, INC	140.00
56033	02/04/2026	PRINTED	1723	HUNTINGTON HARDWARE CO. INC	428.05
56034	02/04/2026	PRINTED	1800	IMPERIAL COUNTY OFFICE OF EDUCATION	941.54
56035	02/04/2026	PRINTED	14657	INLAND VALLEY RECOVERY SVCS	16,830.00
56036	02/04/2026	PRINTED	106951	INTEGRATED TECHNOLOGY	1,149.58
56037	02/04/2026	PRINTED	2161	KIMBERLY JOHNSON	825.00
56038	02/04/2026	PRINTED	841	JOHNSTONE SUPPLY OF UPLAND	138.38
56039	02/04/2026	PRINTED	1942	KIMBALL MIDWEST	671.10
56040	02/04/2026	PRINTED	122601	LOWE'S	12,145.76
56041	02/04/2026	PRINTED	1317	LUIS MACIAS	111.33
56042	02/04/2026	PRINTED	1123	HYATT LEGAL PLANS, INC	798.00
56043	02/04/2026	PRINTED	1221	METRON FARNIER, LLC	13,802.81
56044	02/04/2026	PRINTED	1740	O-REILLY AUTO ENTERPRISES, LLC	672.31
56045	02/04/2026	PRINTED	349	RAIN MASTER IRRIGATION SYSTEMS	295.88
56046	02/04/2026	PRINTED	1528	RISE INTERPRETING, INC	380.00
56047	02/04/2026	PRINTED	99181	ROBERT HALF	3,171.70
56048	02/04/2026	PRINTED	67381	ROUTE 66 CAR WASH INC	810.00
56049	02/04/2026	PRINTED	90591	S & J SUPPLY CO INC	47,975.14
56050	02/04/2026	PRINTED	1970	SHARP BUSINESS SYSTEMS	2,743.95
56051	02/04/2026	PRINTED	1661	BAPPTRE LANDSCAPING, INC	30,864.30
56052	02/04/2026	PRINTED	507	SERVIAM BY WRIGHT LLP	7,410.76
56053	02/04/2026	PRINTED	99141	SONSRAY MACHINERY LLC	556.60
56054	02/04/2026	PRINTED	21671	CHARTER COMMUNICATIONS HOLDINGS, LLC	676.78
56055	02/04/2026	PRINTED	21671	CHARTER COMMUNICATIONS HOLDINGS, LLC	669.00

CHECK #	CHECK DATE	CHECK TYPE	VENDOR #	VENDOR NAME	CHECK AMOUNT
56056	02/04/2026	PRINTED	21671	CHARTER COMMUNICATIONS HOLDINGS, LLC	222.48
56057	02/04/2026	PRINTED	21671	CHARTER COMMUNICATIONS HOLDINGS, LLC	152.00
56058	02/04/2026	PRINTED	21671	CHARTER COMMUNICATIONS HOLDINGS, LLC	1,081.62
56059	02/04/2026	PRINTED	21671	CHARTER COMMUNICATIONS HOLDINGS, LLC	134.98
56060	02/04/2026	PRINTED	1608	STAFFING NETWORK HOLDINGS, LLC	8,775.50
56061	02/04/2026	PRINTED	16607	STAPLES BUSINESS ADVANTAGE	564.55
56062	02/04/2026	PRINTED	68821	TOTAL CORPORATE SOLUTIONS	315.00
56063	02/04/2026	PRINTED	125411	TYLER TECHNOLOGIES INC	2,900.00
56064	02/04/2026	PRINTED	990	VEOLIA NORTH AMERICA, INC	145.17
56065	02/04/2026	PRINTED	14735	VERIZON WIRELESS	85.03
56066	02/04/2026	PRINTED	14735	VERIZON WIRELESS	311.95
56067	02/04/2026	PRINTED	14735	VERIZON WIRELESS	1,830.60
56068	02/04/2026	PRINTED	14735	VERIZON WIRELESS	720.26
56069	02/04/2026	PRINTED	14735	VERIZON WIRELESS	426.99
56070	02/04/2026	PRINTED	14735	VERIZON WIRELESS	628.95
56071	02/04/2026	PRINTED	14735	VERIZON WIRELESS	8,094.84
56072	02/04/2026	PRINTED	98971	WARNER, MARC	55.00
56073	02/04/2026	PRINTED	1697	WATERWORKFORCE, INC	7,087.50
56074	02/04/2026	PRINTED	51	STEVEN WYNO	162.00
56075	02/04/2026	PRINTED	999999	ELIZABETH SOLIS	23.74
56076	02/04/2026	PRINTED	999999	HABITANT CLASSIQUE INC.	4,389.00
56077	02/04/2026	PRINTED	999999	JIN QU	7,664.00
56078	02/04/2026	PRINTED	999999	LYNN COX	100.00
56079	02/04/2026	PRINTED	999999	PIRAINO FAMILY TRUST	1,795.08
56080	02/11/2026	PRINTED	1681	10-8 RETROFIT INC	921.94
56081	02/11/2026	PRINTED	207	ADLERHORST INTERNATIONAL LLC	86.20
56082	02/11/2026	PRINTED	1380	ADVANTEC CONSULTING ENGINEERS, INC	10,239.46
56083	02/11/2026	PRINTED	88211	AIR-EX	2,975.00
56084	02/11/2026	PRINTED	3	AIRGAS USA LLC	340.70
56085	02/11/2026	PRINTED	1651	ASSISTANCE LEAGUE OF THE FOOTHILL COMMUNITIES	5,000.00
56086	02/11/2026	PRINTED	12564	ALL CITY MANAGEMENT SERVICES INC	12,196.80
56087	02/11/2026	PRINTED	1403	ALLEN JR., JOHN DAVID	307.20
56088	02/11/2026	PRINTED	4754	ALTEC INDUSTRIES INC	233.01
56089	02/11/2026	PRINTED	1396	ALVAREZ, MARIA ELENA	810.00
56090	02/11/2026	PRINTED	1243	AMERICAN GLOBAL SECURITY, INC	12,800.48
56091	02/11/2026	PRINTED	1291	AMTECH ELEVATOR SERVICES	2,453.76
56092	02/11/2026	PRINTED	1678	JOHN P ANDREWS	100.00
56093	02/11/2026	PRINTED	131971	ANNEALTA GROUP	10,500.00
56094	02/11/2026	PRINTED	1729	ANTHESIS SERVICES	493.41
56095	02/11/2026	PRINTED	226	ARCHITERRA DESIGN GROUP	12,580.00
56096	02/11/2026	PRINTED	226	ARCHITERRA DESIGN GROUP	5,220.00
56097	02/11/2026	PRINTED	308	ASPINALL, ROBIN JEAN	100.00
56098	02/11/2026	PRINTED	1996	ATLAS PLANNING SOLUTIONS	10,638.00
56099	02/11/2026	PRINTED	6683	ATMAA INC	1,760.00
56100	02/11/2026	PRINTED	1389	LIZZET AVALOS	5.00
56101	02/11/2026	PRINTED	3987	BALDY VIEW GYMNASTICS	2,119.60
56102	02/11/2026	PRINTED	1348	BAST, KAY	396.00
56103	02/11/2026	PRINTED	1734	BATTERY WORX INC	485.17
56104	02/11/2026	PRINTED	1374	BAY ALARM COMPANY	2,067.99
56105	02/11/2026	PRINTED	119661	BEST BEST & KRIEGER LLP	28,581.96
56106	02/11/2026	PRINTED	1769	BIO-TOX LABORATORIES	628.00
56107	02/11/2026	PRINTED	1503	BROWN AND CALDWELL	13,127.62
56108	02/11/2026	PRINTED	11923	C L S LANDSCAPE MANAGEMENT	10,830.00
56109	02/11/2026	PRINTED	52071	CA BLDG STANDARDS COMMISSION	2,046.51
56110	02/11/2026	PRINTED	1007	CALDWELL, CHRISTINE	100.00
56111	02/11/2026	PRINTED	195	CALIFORNIA NEWSPAPERS PARTNERSHIP	2,783.19
56112	02/11/2026	PRINTED	84141	CARTY, DIANE	396.00
56113	02/11/2026	PRINTED	163	CLINICAL LABORATORY OF SAN BERNARDINO, INC	240.00
56114	02/11/2026	PRINTED	1799	COMCAST CABLE COMMUNICATIONS MANAGEMENT LLC	1,469.10
56115	02/11/2026	PRINTED	1914	COOPER TURF SOLUTIONS INC	2,200.00
56116	02/11/2026	PRINTED	521	COUPLAND, DONNA	547.20
56117	02/11/2026	PRINTED	2136	CROSSTOWN ELECTRICAL & DATA, INC	10,392.00
56118	02/11/2026	PRINTED	1863	DAVID L BORGER	100.00

CHECK #	CHECK DATE	CHECK TYPE	VENDOR #	VENDOR NAME	CHECK AMOUNT
56119	02/11/2026	PRINTED	247	JAMIE DAVIDSON	34.99
56120	02/11/2026	PRINTED	1927	TRAYVON DAVIS	750.00
56121	02/11/2026	PRINTED	16636	DELL MARKETING LP	19,598.41
56122	02/11/2026	PRINTED	1153	DENCO LIEN SALES, INC	160.00
56123	02/11/2026	PRINTED	1153	DENCO LIEN SALES, INC	285.00
56124	02/11/2026	PRINTED	124	DEPARTMENT OF JUSTICE	371.00
56125	02/11/2026	PRINTED	1570	DIRECTV ENTERTAINMENT HOLDINGS LLC	186.24
56126	02/11/2026	PRINTED	97141	EUROFINS EATON ANALYTICAL INC	9,250.00
56127	02/11/2026	PRINTED	2435	EVERSOFT	511.06
56128	02/11/2026	PRINTED	10485	EXPERIAN	150.00
56129	02/11/2026	PRINTED	1587	EXPRESS BRAKE SUPPLY & DISTRIBUTORS INC	927.23
56130	02/11/2026	PRINTED	2039	FIRST TRADE LLC, DBA YMC	2,280.00
56131	02/11/2026	PRINTED	96251	FORD OF UPLAND, LLC	7,576.16
56132	02/11/2026	PRINTED	123041	FRIENDS OF UPL ANML SHLTR INC	1,115.64
56133	02/11/2026	PRINTED	78	FRONTIER	2,571.35
56134	02/11/2026	PRINTED	5661	G & M BUSINESS INTERIORS	4,734.28
56135	02/11/2026	PRINTED	58311	GHA TECHNOLOGIES INC	1,369.22
56136	02/11/2026	PRINTED	1971	GIR USA, INC	588.00
56137	02/11/2026	PRINTED	1458	GONZALEZ, HECTOR	3,500.00
56138	02/11/2026	PRINTED	1714	GENUINE PARTS COMPANY	823.02
56139	02/11/2026	PRINTED	290	GRAINGER	1,870.65
56140	02/11/2026	PRINTED	290	GRAINGER	728.01
56141	02/11/2026	PRINTED	290	GRAINGER	97.90
56142	02/11/2026	PRINTED	290	GRAINGER	594.66
56143	02/11/2026	PRINTED	5206	H D L COREN & CONE	4,985.57
56144	02/11/2026	PRINTED	72691	HAAKER EQUIPMENT CO	568.80
56145	02/11/2026	PRINTED	329	HOLLIDAY ROCK CO INC	2,688.40
56146	02/11/2026	PRINTED	15090	HOLLIDAY TRUCKING INC	5,525.47
56147	02/11/2026	PRINTED	16340	INFOSEND INC	16.31
56148	02/11/2026	PRINTED	153	INLAND EMPIRE UTILITIES AGENCY	996.30
56149	02/11/2026	PRINTED	4137	INLAND FAIR HOUSING MEDIATION BOARD	2,749.15
56150	02/11/2026	PRINTED	47821	INLAND VALLEY HOPE PARTNERS	2,187.09
56151	02/11/2026	PRINTED	14657	INLAND VALLEY RECOVERY SVCS	20.00
56152	02/11/2026	PRINTED	114501	INTERWEST CONSULTING GROUP	12,963.08
56153	02/11/2026	PRINTED	284	J G BAUTISTA CONSULTING	6,075.00
56154	02/11/2026	PRINTED	1923	AMANDA JIMENEZ	368.75
56155	02/11/2026	PRINTED	1269	JOHNSON, JEFFREY	100.00
56156	02/11/2026	PRINTED	1732	GREGORY KILEY	3,900.00
56157	02/11/2026	PRINTED	1810	CHRISTOPHER KIVETT	1,547.62
56158	02/11/2026	PRINTED	1441	KNIGHT CLAREMONT INC	8,926.94
56159	02/11/2026	PRINTED	944	KOSMONT COMPANIES	5,185.20
56160	02/11/2026	PRINTED	1582	KOSMONT TRANSACTIONS SERVICES, INC	987.50
56161	02/11/2026	PRINTED	15595	L D M ASSOCIATES INC	20,943.50
56162	02/11/2026	PRINTED	3020	LAW ENFORCEMENT MEDICAL SVCS	3,195.00
56163	02/11/2026	PRINTED	16001	LAYNE, RANDALL	34.76
56164	02/11/2026	PRINTED	53781	LEAD TECH ENVIRONMENTAL	5,135.00
56165	02/11/2026	PRINTED	91491	LIBRARY SYSTEMS & SERVICES LLC	3,769.76
56166	02/11/2026	PRINTED	1845	LWP CLAIMS SOLUTIONS INC	4,105.00
56167	02/11/2026	PRINTED	23581	MAGNOLIA COLONY APARTMENTS	54,993.21
56168	02/11/2026	PRINTED	1692	MONICA MARROQUIN	100.00
56169	02/11/2026	PRINTED	21341	MATT CHLOR INC	6,085.84
56170	02/11/2026	PRINTED	1740	O-REILLY AUTO ENTERPRISES, LLC	243.71
56171	02/11/2026	PRINTED	30971	OCCUPATIONAL HEALTH CENTERS	170.00
56172	02/11/2026	PRINTED	1897	OVATION SCHOOL FOR THE PERFORMING ARTS	2,378.23
56173	02/11/2026	PRINTED	6625	P F SERVICES INC	380.00
56174	02/11/2026	PRINTED	2165	PACIFIC COMMUNITY CENTER	4,000.00
56175	02/11/2026	PRINTED	33021	PELLITTERI, CHRISTOPHER	319.20
56176	02/11/2026	PRINTED	909	PSYCHOLOGICAL CONSULTING ASSOCIATES INC	520.00
56177	02/11/2026	PRINTED	62081	QUADIENT LEASING USA, INC	2,150.13
56178	02/11/2026	PRINTED	1864	REAL GONE PEST CONTROL	280.00
56179	02/11/2026	PRINTED	99181	ROBERT HALF	1,812.40
56180	02/11/2026	PRINTED	210	SALDANA DIAZ, NURYS E.	247.80
56181	02/11/2026	PRINTED	63121	SAN ANTONIO REGIONAL HOSPITAL	225.00

CHECK #	CHECK DATE	CHECK TYPE	VENDOR #	VENDOR NAME	CHECK AMOUNT
56182	02/11/2026	PRINTED	601	SAN ANTONIO WATER CO	2,738.39
56183	02/11/2026	PRINTED	2225	SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT	1,203.00
56184	02/11/2026	PRINTED	6610	SAN BERNARDINO COUNTY SHERIFF	311.85
56185	02/11/2026	PRINTED	2166	HECTOR SANCHEZ	231.20
56186	02/11/2026	PRINTED	131121	SHRED-IT USA JV LLC	1,274.38
56187	02/11/2026	PRINTED	507	SERVIAM BY WRIGHT LLP	28,191.22
56188	02/11/2026	PRINTED	407	SINGLETON, DENICE	408.00
56189	02/11/2026	PRINTED	3835	SOUTH COAST A Q M D	2,933.02
56190	02/11/2026	PRINTED	9325	ST JOSEPH CHURCH	3,785.72
56191	02/11/2026	PRINTED	1608	STAFFING NETWORK HOLDINGS, LLC	29,325.82
56192	02/11/2026	PRINTED	16607	STAPLES BUSINESS ADVANTAGE	2,158.03
56193	02/11/2026	PRINTED	1439	STATON, BRIAN	100.00
56194	02/11/2026	PRINTED	1014	SUNSET ELECTRICAL CONTRACTORS, INC	3,336.63
56195	02/11/2026	PRINTED	90177	SWRCB - DWSRF ACCOUNTING OFFICE	88,624.96
56196	02/11/2026	PRINTED	11000	TEAGUE, LON	405.00
56197	02/11/2026	PRINTED	1477	TROVAO AND ASSOCIATES INC	6,281.25
56198	02/11/2026	PRINTED	11583	THOMPSON PLUMBING SUPPLY	2,366.65
56199	02/11/2026	PRINTED	11583	THOMPSON PLUMBING SUPPLY	65.11
56200	02/11/2026	PRINTED	2125	TOWNSEND PUBLIC AFFAIRS, INC	4,000.00
56201	02/11/2026	PRINTED	1296	TRANSTECH ENGINEERS, INC	17,097.00
56202	02/11/2026	PRINTED	1775	TRIPEPI, SMITH & ASSOCIATES, INC	400.00
56203	02/11/2026	PRINTED	2100	TRUE POLYGRAPH LLC	825.00
56204	02/11/2026	PRINTED	3557	UNDERGROUND SERVICE ALERT	663.29
56205	02/11/2026	PRINTED	5522	UNITED RENTALS INC	1,374.04
56206	02/11/2026	PRINTED	1913	UPTOWN CANDY SHOP INC	4,054.75
56207	02/11/2026	PRINTED	43	URBAN FUTURES BOND ADMINISTRATION, INC	4,950.00
56208	02/11/2026	PRINTED	14735	VERIZON WIRELESS	271.87
56209	02/11/2026	PRINTED	14735	VERIZON WIRELESS	118.45
56210	02/11/2026	PRINTED	14735	VERIZON WIRELESS	20.02
56211	02/11/2026	PRINTED	14735	VERIZON WIRELESS	40.04
56212	02/11/2026	PRINTED	392	WAXIE SANITARY SUPPLY	3,628.17
56213	02/11/2026	PRINTED	1725	WEST COAST ARBORISTS INC	17,667.00
56214	02/11/2026	PRINTED	1325	WILLDAN ENGINEERING	6,120.00
56215	02/11/2026	PRINTED	14050	WILLDAN FINANCIAL SERVICES	12,650.00
56216	02/11/2026	PRINTED	5193	ZAILO, ROBERT	472.20
56217	02/11/2026	PRINTED	999999	AMALIA GARCIA	160.00
56218	02/11/2026	PRINTED	999999	ARIZONA PIPELINE CO	984.15
56219	02/11/2026	PRINTED	999999	CITY VENTURES CONSTRUCTION	240.00
56220	02/11/2026	PRINTED	999999	CRESTWOOD COMMUNITIES	1,000.00
56221	02/11/2026	PRINTED	999999	DAVID DIAZ	160.00
56222	02/11/2026	PRINTED	999999	HOLIDAY CENTER	955.62
56223	02/11/2026	PRINTED	999999	HUANG FAMILY TRUST 11/23/11	64.35
56224	02/11/2026	PRINTED	999999	PERFORMANCE ELECTRIC	616.83
56225	02/11/2026	PRINTED	999999	TTS ENGINEERING INC	1,380.00
56226	02/18/2026	PRINTED	36721	ALHAMBRA REPROGRAPHICS INC	289.49
56227	02/18/2026	PRINTED	1961	A PLUS VIEW LLC	225.00
56228	02/18/2026	PRINTED	851	ADVANTAGE SEALING SYSTEMS, INC	419.12
56229	02/18/2026	PRINTED	3	AIRGAS USA LLC	21.26
56230	02/18/2026	PRINTED	1734	BATTERY WORX INC	80.06
56231	02/18/2026	PRINTED	2052	BEE WRANGLERS., INC	225.00
56232	02/18/2026	PRINTED	20211	BONHUS, JOHN	255.70
56233	02/18/2026	PRINTED	1951	CANTEEN REFRESHMENTS	537.54
56234	02/18/2026	PRINTED	177	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	27.48
56235	02/18/2026	PRINTED	475	CITY OF MONTCLAIR	5,968.18
56236	02/18/2026	PRINTED	966	COMMERCIAL DOOR METAL SYSTEMS, INC	3,103.88
56237	02/18/2026	PRINTED	2154	COMMERCIAL TIRE CENTER	360.00
56238	02/18/2026	PRINTED	501	MARIO HERNANDEZ	903.00
56239	02/18/2026	PRINTED	366	CRAFCO INC	678.83
56240	02/18/2026	PRINTED	4696	CUCAMONGA VALLEY WATER DISTRIC	69.32
56241	02/18/2026	PRINTED	1500	THE CUSTOM GRAPHICS	269.38
56242	02/18/2026	PRINTED	1918	DISPENSING TECHNOLOGY CORPORATION	1,306.63
56243	02/18/2026	PRINTED	1680	E SOURCE COMPANIES LLC	24,960.00
56244	02/18/2026	PRINTED	73401	ERNIE'S DISCOUNT ROOTER	133.00

CHECK #	CHECK DATE	CHECK TYPE	VENDOR #	VENDOR NAME	CHECK AMOUNT
56245	02/18/2026	PRINTED	2435	EVERSOFT	511.06
56246	02/18/2026	PRINTED	1990	FASTLANE AUTO REPAIR INC	2,486.01
56247	02/18/2026	PRINTED	4456	FEDERAL EXPRESS	96.49
56248	02/18/2026	PRINTED	1011	FOOTHILLS BANK	138,805.00
56249	02/18/2026	PRINTED	78	FRONTIER	43.49
56250	02/18/2026	PRINTED	78	FRONTIER	835.70
56251	02/18/2026	PRINTED	78	FRONTIER	96.64
56252	02/18/2026	PRINTED	13121	GENTRY BROTHERS INC	197,905.90
56253	02/18/2026	PRINTED	290	GRAINGER	176.37
56254	02/18/2026	PRINTED	2170	GRAVES & KING LLP	1,526.50
56255	02/18/2026	PRINTED	1941	HASA INC	4,443.54
56256	02/18/2026	PRINTED	2032	HENSCHEL PUMP TEST LLC	250.00
56257	02/18/2026	PRINTED	329	HOLLIDAY ROCK CO INC	7,292.27
56258	02/18/2026	PRINTED	629	HONEYCOTT, INC	420.00
56259	02/18/2026	PRINTED	1723	HUNTINGTON HARDWARE CO. INC	797.20
56260	02/18/2026	PRINTED	36271	INLAND EMPIRE PRINTING	97.75
56261	02/18/2026	PRINTED	635	RENTOKIL NORTH AMERICA INC	2,060.95
56262	02/18/2026	PRINTED	841	JOHNSTONE SUPPLY OF UPLAND	8.28
56263	02/18/2026	PRINTED	2038	LA VERNE POWER EQUIPMENT, INC	408.60
56264	02/18/2026	PRINTED	102	LIGHTING INSTYLE	149.97
56265	02/18/2026	PRINTED	197	LOS ANGELES FREIGHTLINER	1,259.81
56266	02/18/2026	PRINTED	406	M2 IMAGE SOLUTION	352.23
56267	02/18/2026	PRINTED	1317	LUIS MACIAS	60.00
56268	02/18/2026	PRINTED	16385	MAIN STREET SIGNS	5,013.27
56269	02/18/2026	PRINTED	59	MALLORY SAFETY AND SUPPLY	578.74
56270	02/18/2026	PRINTED	552	MEGA BANK	125,700.59
56271	02/18/2026	PRINTED	1221	METRON FARNIER, LLC	1,481.78
56272	02/18/2026	PRINTED	476	NATIONAL AUTO FLEET GROUP	57,164.30
56273	02/18/2026	PRINTED	117121	NUCKLES OIL COMPANY INC	43,671.62
56274	02/18/2026	PRINTED	1740	O-REILLY AUTO ENTERPRISES, LLC	429.95
56275	02/18/2026	PRINTED	16760	POLY-CORR INDUSTRIES INC	775.80
56276	02/18/2026	PRINTED	1687	SAFE SIDEWALKS INCORPORATED	4,161.09
56277	02/18/2026	PRINTED	300	PVP COMMUNICATIONS	2,499.16
56278	02/18/2026	PRINTED	2172	CHRISTIAN RAMOS	218.00
56279	02/18/2026	PRINTED	1864	REAL GONE PEST CONTROL	2,360.00
56280	02/18/2026	PRINTED	90591	S & J SUPPLY CO INC	1,388.90
56281	02/18/2026	PRINTED	601	SAN ANTONIO WATER CO	179,202.43
56282	02/18/2026	PRINTED	601	SAN ANTONIO WATER CO	500.00
56283	02/18/2026	PRINTED	112081	SAN BERNARDINO COUNTY FIRE DEP	517.09
56284	02/18/2026	PRINTED	637	SMART & FINAL IRIS CO	192.75
56285	02/18/2026	PRINTED	18062	SOFFA ELECTRIC INC	114,023.78
56286	02/18/2026	PRINTED	3835	SOUTH COAST A Q M D	736.57
56287	02/18/2026	PRINTED	2076	SOUTHERN TIRE MART LLC	4,528.71
56288	02/18/2026	PRINTED	1608	STAFFING NETWORK HOLDINGS, LLC	7,020.40
56289	02/18/2026	PRINTED	16607	STAPLES BUSINESS ADVANTAGE	1,478.25
56290	02/18/2026	PRINTED	4463	THE COUNSELING TEAM INTERNATIONAL	2,000.00
56291	02/18/2026	PRINTED	1432	RYAN HOOVER	871.48
56292	02/18/2026	PRINTED	626	TMP ENTERPRISES, LLC	200.00
56293	02/18/2026	PRINTED	62321	TPX COMMUNICATIONS	2,771.32
56294	02/18/2026	PRINTED	62571	HD SUPPLY FACILITIES MAINTENANCE LTD.	559.82
56295	02/18/2026	PRINTED	14735	VERIZON WIRELESS	136.80
56296	02/18/2026	PRINTED	1653	MARIA E WALWORTH	375.00
56297	02/18/2026	PRINTED	1725	WEST COAST ARBORISTS INC	7,488.00
56298	02/18/2026	PRINTED	999999	DAVID TAN	100.00
56299	02/18/2026	PRINTED	999999	LEO CHAN	11.25
56300	02/18/2026	PRINTED	999999	MARIA CASTELLANOS	1,000.00
56301	02/25/2026	PRINTED	851	ADVANTAGE SEALING SYSTEMS, INC	419.12
56302	02/25/2026	PRINTED	88211	AIR-EX	220.00
56303	02/25/2026	PRINTED	12564	ALL CITY MANAGEMENT SERVICES INC	9,757.44
56304	02/25/2026	PRINTED	226	ARCHITERRA DESIGN GROUP	1,740.00
56305	02/25/2026	PRINTED	119831	AXON ENTERPRISE, INC	3,488.53
56306	02/25/2026	PRINTED	862	BADGER METER INC	8,049.48
56307	02/25/2026	PRINTED	119661	BEST BEST & KRIEGER LLP	67,040.30

CHECK #	CHECK DATE	CHECK TYPE	VENDOR #	VENDOR NAME	CHECK AMOUNT
56308	02/25/2026	PRINTED	1973	BOW TIE PLUMBING & ROOTER	2,565.00
56309	02/25/2026	PRINTED	120021	BRIGHTVIEW	14,840.01
56310	02/25/2026	PRINTED	195	CALIFORNIA NEWSPAPERS PARTNERSHIP	644.16
56311	02/25/2026	PRINTED	1951	CANTEEN REFRESHMENTS	441.17
56312	02/25/2026	PRINTED	448	CINTAS CORPORATION	1,883.22
56313	02/25/2026	PRINTED	475	CITY OF MONTCLAIR	5,741.60
56314	02/25/2026	PRINTED	2169	CORONA CLAY COMPANY INC	5,551.20
56315	02/25/2026	PRINTED	45421	COSTAR REALTY INFORMATION GROUP INC	695.21
56316	02/25/2026	PRINTED	366	CRAFCO INC	459.34
56317	02/25/2026	PRINTED	1153	DENCO LIEN SALES, INC	300.00
56318	02/25/2026	PRINTED	816	DOG WASTE DEPOT	2,018.87
56319	02/25/2026	PRINTED	1002	DUNN-EDWARDS	166.98
56320	02/25/2026	PRINTED	10485	EXPERIAN	75.00
56321	02/25/2026	PRINTED	1820	F.M. THOMAS AIR CONDITIONING, INC	28,262.60
56322	02/25/2026	PRINTED	1990	FASTLANE AUTO REPAIR INC	444.86
56323	02/25/2026	PRINTED	1739	FIDELITY NATIONAL TITLE COMPANY	500.00
56324	02/25/2026	PRINTED	2039	FIRST TRADE LLC, DBA YMC	11,059.82
56325	02/25/2026	PRINTED	96251	FORD OF UPLAND, LLC	410.77
56326	02/25/2026	PRINTED	96251	FORD OF UPLAND, LLC	87,422.33
56327	02/25/2026	PRINTED	1621	FULL TRAFFIC MAINTENANCE, INC	2,553.68
56328	02/25/2026	PRINTED	1885	GLADWELL GOVERNMENTAL SERVICES INC	1,500.00
56329	02/25/2026	PRINTED	290	GRAINGER	1,611.10
56330	02/25/2026	PRINTED	1938	GUARANTEED JANITORIAL SERVICE, INC.	15,234.84
56331	02/25/2026	PRINTED	1355	BADALI GROUP LLC	2,978.15
56332	02/25/2026	PRINTED	329	HOLLIDAY ROCK CO INC	7,089.19
56333	02/25/2026	PRINTED	1723	HUNTINGTON HARDWARE CO. INC	97.52
56334	02/25/2026	PRINTED	36271	INLAND EMPIRE PRINTING	868.56
56335	02/25/2026	PRINTED	14657	INLAND VALLEY RECOVERY SVCS	14,950.00
56336	02/25/2026	PRINTED	106951	INTEGRATED TECHNOLOGY	1,149.58
56337	02/25/2026	PRINTED	284	J G BAUTISTA CONSULTING	9,450.00
56338	02/25/2026	PRINTED	1920	J&C IRON FENCING	9,550.00
56339	02/25/2026	PRINTED	51411	KABBARA ENGINEERING	4,580.00
56340	02/25/2026	PRINTED	1441	KNIGHT CLAREMONT INC	5,570.28
56341	02/25/2026	PRINTED	15595	L D M ASSOCIATES INC	19,784.75
56342	02/25/2026	PRINTED	406	M2 IMAGE SOLUTION	819.77
56343	02/25/2026	PRINTED	23581	MAGNOLIA COLONY APARTMENTS	1,720.00
56344	02/25/2026	PRINTED	59	MALLORY SAFETY AND SUPPLY	8.85
56345	02/25/2026	PRINTED	2117	METROPOLITAN TRANSPORTATION COMMISSION	6,500.00
56346	02/25/2026	PRINTED	238	MOUNTAIN VIEW CHEVROLET, INC	101.07
56347	02/25/2026	PRINTED	1724	VETERINARY PET INSURANCE COMPANY	374.84
56348	02/25/2026	PRINTED	117121	NUCKLES OIL COMPANY INC	13,546.27
56349	02/25/2026	PRINTED	788	O F WOLFINBARGER INC	293.63
56350	02/25/2026	PRINTED	1740	O-REILLY AUTO ENTERPRISES, LLC	241.28
56351	02/25/2026	PRINTED	6625	P F SERVICES INC	285.00
56352	02/25/2026	PRINTED	1975	SHERRI FERNANDEZ	216.00
56353	02/25/2026	PRINTED	16032	PLUMBERS DEPOT INC	1,143.42
56354	02/25/2026	PRINTED	16823	PRE PAID LEGAL SVC, INC	86.70
56355	02/25/2026	PRINTED	2021	PROTERRA BUILDERS INC	18,444.74
56356	02/25/2026	PRINTED	2118	RE CHAFFEE CONSTRUCTION INC	14,380.86
56357	02/25/2026	PRINTED	1864	REAL GONE PEST CONTROL	680.00
56358	02/25/2026	PRINTED	1744	NICK BARBIERI TRUCKING, LLC	850.75
56359	02/25/2026	PRINTED	1528	RISE INTERPRETING, INC	750.00
56360	02/25/2026	PRINTED	99181	ROBERT HALF	1,812.40
56361	02/25/2026	PRINTED	67381	ROUTE 66 CAR WASH INC	818.00
56362	02/25/2026	PRINTED	90591	S & J SUPPLY CO INC	384.39
56363	02/25/2026	PRINTED	11671	SAN BERNARDINO COUNTY	6,439.29
56364	02/25/2026	PRINTED	1970	SHARP BUSINESS SYSTEMS	5,243.04
56365	02/25/2026	PRINTED	131121	SHRED-IT USA JV LLC	99.23
56366	02/25/2026	PRINTED	1608	STAFFING NETWORK HOLDINGS, LLC	11,934.52
56367	02/25/2026	PRINTED	16607	STAPLES BUSINESS ADVANTAGE	502.05
56368	02/25/2026	PRINTED	417	E&S TOWING ENTERPRISES, INC	3,300.00
56369	02/25/2026	PRINTED	11583	THOMPSON PLUMBING SUPPLY	10,300.60
56370	02/25/2026	PRINTED	1347	TINKERSPACE, INC	186.00

CHECK #	CHECK DATE	CHECK TYPE	VENDOR #	VENDOR NAME	CHECK AMOUNT
56371	02/25/2026	PRINTED	1623	TRANSNATION TRANSLATIONS, INC	80.00
56372	02/25/2026	PRINTED	11484	U S BANK	3,816.00
56373	02/25/2026	PRINTED	3557	UNDERGROUND SERVICE ALERT	863.54
56374	02/25/2026	PRINTED	63381	UTILITY COST MANAGEMENT LLC	11,795.46
56375	02/25/2026	PRINTED	1653	MARIA E WALWORTH	375.00
56376	02/25/2026	PRINTED	1725	WEST COAST ARBORISTS INC	11,454.50
56377	02/25/2026	PRINTED	1325	WILLDAN ENGINEERING	6,630.00
56378	02/25/2026	PRINTED	999999	BRUCE NUTTING	40.00
				PRINTED CHECKS (380 COUNT)	**$ 2,508,379.35**
20326001	02/03/2026	MANUAL	441	MIDAMERICA ADMIN & RETIREMENT SOLUTIONS, LLC	1,483.93
20326002	02/03/2026	MANUAL	543	SOUTHERN CALIF GAS COMPANY	7,407.13
20326003	02/03/2026	MANUAL	32091	SOUTHERN CALIF EDISON CO	11,081.87
20326004	02/03/2026	MANUAL	43651	U S BANK NATIONAL ASSN	57,247.38
20526001	02/05/2026	MANUAL	621	KAREN LONG	187.50
20526002	02/05/2026	MANUAL	2164	ERIKA SANTANA	207.69
20526003	02/05/2026	MANUAL	736	UPLAND POLICE MANAGEMENT ASSN	981.50
20526004	02/05/2026	MANUAL	2041	AFSCME DC 36	1,130.00
20526005	02/05/2026	MANUAL	737	UPLAND POLICE OFFICERS ASSN	5,124.00
20526006	02/05/2026	MANUAL	125761	CITY EMPLOYEE ASSOCIATES	518.00
20526007	02/05/2026	MANUAL	1597	TRUSTMARK VOLUNTARY BENEFIT ADMINISTRATOR	2,193.62
20526008	02/05/2026	MANUAL	1594	COBRA PROFESSIONALS, INC	4,493.29
20526009	02/05/2026	MANUAL	618	ICMA-RC	1,575.00
20626001	02/06/2026	MANUAL	1788	CHARLES SCHWAB TRUST BANK	119,551.00
20626002	02/06/2026	MANUAL	1499	EMPOWER TRUST COMPANY, LLC	91,498.18
20626003	02/06/2026	MANUAL	1589	LIVELY INC	5,408.20
21026001	02/10/2026	MANUAL	2153	GEORGE HILLS COMPANY	95,000.00
21226001	02/12/2026	MANUAL	65181	CALPERS	255,454.87
21226002	02/12/2026	MANUAL	5944	BURRTEC WASTE INDUSTRIES	1,653,497.88
21226003	02/12/2026	MANUAL	5944	BURRTEC WASTE INDUSTRIES	1,622,416.50
21226004	02/12/2026	MANUAL	65181	CALPERS	2,132.41
21226005	02/12/2026	MANUAL	2019	STONE CREEK ESCROW, INC	19,750.00
21226006	02/12/2026	MANUAL	627	STATE OF CALIFORNIA EMPLOYMENT DEVELOPMENT	9,947.00
21326001	02/13/2026	MANUAL	1337	STANDARD INSURANCE COMPANY	3,474.56
21826001	02/18/2026	MANUAL	32091	SOUTHERN CALIF EDISON CO	221,952.12
21926001	02/19/2026	MANUAL	153	INLAND EMPIRE UTILITIES AGENCY	717,237.25
22026001	02/20/2026	MANUAL	153	INLAND EMPIRE UTILITIES AGENCY	26,625.74
22026002	02/20/2026	MANUAL	529	KAISER FOUNDATION HEALTH PLAN	189,110.34
22026003	02/20/2026	MANUAL	529	KAISER FOUNDATION HEALTH PLAN	35,845.83
22026004	02/20/2026	MANUAL	125761	CITY EMPLOYEE ASSOCIATES	532.00
22026005	02/20/2026	MANUAL	2041	AFSCME DC 36	1,130.00
22026006	02/20/2026	MANUAL	1594	COBRA PROFESSIONALS, INC	4,512.34
22026007	02/20/2026	MANUAL	1499	EMPOWER TRUST COMPANY, LLC	91,404.95
22026008	02/20/2026	MANUAL	2164	ERIKA SANTANA	207.69
22026009	02/20/2026	MANUAL	2153	GEORGE HILLS COMPANY	28,950.88
22026010	02/20/2026	MANUAL	618	ICMA-RC	1,575.00
22026011	03/02/2026	MANUAL	621	KAREN LONG	187.50
22026012	02/20/2026	MANUAL	1589	LIVELY INC	5,701.51
22026013	02/20/2026	MANUAL	441	MIDAMERICA ADMIN & RETIREMENT SOLUTIONS, LLC	1,610.31
22026014	02/20/2026	MANUAL	736	UPLAND POLICE MANAGEMENT ASSN	981.50
22026015	02/20/2026	MANUAL	737	UPLAND POLICE OFFICERS ASSN	5,124.00
22026016	02/20/2026	MANUAL	2177	ASHTON ARDENTI	1,000.00
22026017	03/02/2026	MANUAL	529	KAISER FOUNDATION HEALTH PLAN	14,821.67
22026018	02/20/2026	MANUAL	123041	FRIENDS OF UPL ANML SHLTR INC	6,500.00
22026019	02/20/2026	MANUAL	123041	FRIENDS OF UPL ANML SHLTR INC	6,500.00
22026020	02/20/2026	MANUAL	123041	FRIENDS OF UPL ANML SHLTR INC	6,500.00
22426001	02/24/2026	MANUAL	153	INLAND EMPIRE UTILITIES AGENCY	89,740.84
22426002	02/24/2026	MANUAL	153	INLAND EMPIRE UTILITIES AGENCY	11,120.29
22426003	02/24/2026	MANUAL	153	INLAND EMPIRE UTILITIES AGENCY	41,752.62
22526001	02/25/2026	MANUAL	65181	CALPERS	259,961.33
22626001	02/26/2026	MANUAL	153	INLAND EMPIRE UTILITIES AGENCY	836,647.00
22626002	02/26/2026	MANUAL	91491	LIBRARY SYSTEMS & SERVICES LLC	124,334.00
22626003	02/26/2026	MANUAL	441	MIDAMERICA ADMIN & RETIREMENT SOLUTIONS, LLC	34,230.63

CHECK #	CHECK DATE	CHECK TYPE	VENDOR #	VENDOR NAME	CHECK AMOUNT
22626004	02/26/2026	MANUAL	11484	U S BANK	155,730.45
22626005	02/26/2026	MANUAL	11484	U S BANK	198,061.78
22626010	02/26/2026	MANUAL	11484	U S BANK	19,371.79
22626011	02/26/2026	MANUAL	11484	U S BANK	153,190.64
22626012	02/26/2026	MANUAL	11484	U S BANK	149,986.18
22626013	02/26/2026	MANUAL	11484	U S BANK	8,405.72
22626014	02/26/2026	MANUAL	11484	U S BANK	100,218.60
22626015	02/26/2026	MANUAL	760	WATER FACILITIES AUTHORITY	322,032.52
22626016	02/26/2026	MANUAL	754	PUBLIC AGENCY COALITION ENTERPRISE	125,085.27
22626017	02/26/2026	MANUAL	960	MUNICIPAL DENTAL POOL	30,012.91
22626018	02/26/2026	MANUAL	114711	METROPOLITAN LIFE INSURANCE CO	1,411.55
22626019	02/26/2026	MANUAL	11484	U S BANK	138,627.42
22626020	02/26/2026	MANUAL	11484	U S BANK	171,813.82
22726001	02/27/2026	MANUAL	126761	THE LINCOLN NATIONAL LIFE INS	9,806.82
				MANUAL CHECKS (67 COUNT)	**$ 8,321,314.32**
55735	01/07/2026	VOID	3013	MAYA QUINTERO	(231.00)
55762	01/07/2026	VOID	1608	STAFFING NETWORK HOLDINGS, LLC	(5,712.22)
55980	01/28/2026	VOID	1608	STAFFING NETWORK HOLDINGS, LLC	(23,613.60)
				VOID CHECKS (3 COUNT)	**$ (29,556.82)**

PRINTED CHECKS (380 COUNT)	$ 2,508,379.35
MANUAL CHECKS (67 COUNT)	$ 8,321,314.32
VOID CHECKS (3 COUNT)	$ (29,556.82)
PRINTED & MANUAL CHECK TOTALS	**$ 10,800,136.85**

Vendor Payments Made Greater Than $100,000
02/01/2026 - 02/28/2026

VENDOR LISTING (SUM OF PAYMENTS > $100,000	TOTAL CHECK AMOUNT	DESCRIPTION
BURRTEC WASTE INDUSTRIES	$ 3,275,914.38	SOLID WASTE COLLECTION
CALPERS	$ 517,548.61	RETIREMENT / PENSION
CHARLES SCHWAB TRUST BANK	$ 119,551.00	PENSION TRUST FUNDING
EMPOWER TRUST COMPANY, LLC	$ 182,903.13	RETIREMENT / DEFERRED COMP
FOOTHILLS BANK	$ 138,805.00	CREBS BOND BI ANNUAL PAYMENT
GENTRY BROTHERS INC	$ 197,905.90	FOOTHILL REPAVEMENT PROGRESS PAYMENT
GEORGE HILLS COMPANY	$ 123,950.88	LIABILTY CLAIMS AND ACCOUNT FUNDING
INLAND EMPIRE UTILITIES AGENCY	$ 1,724,120.04	WATER / WASTEWATER TREATMENT AGENCY
KAISER FOUNDATION HEALTH PLAN	$ 239,777.84	EMPLOYEE MEDICAL INSURANCE
LIBRARY SYSTEMS & SERVICES LLC	$ 128,103.76	CONTRACT LIBRARY SERVICES
MEGA BANK	$ 125,700.59	EQUIPMENT LEASE BI ANNUAL PAYMENT
PUBLIC AGENCY COALITION ENTERPRISE	$ 125,085.27	EMPLOYEE MEDICAL INSURANCE
SAN ANTONIO WATER CO	$ 182,440.82	WATER-UTILITY BILLING
SOFFA ELECTRIC INC	$ 114,023.78	SCADA SYSTEM PROGRESS PAYMENT
SOUTHERN CALIF EDISON CO	$ 233,033.99	ELECTRICITY-UTILITY BILLING
U S BANK	$ 1,099,222.40	CFD DEBT SERVICE PAYMENTS
WATER FACILITIES AUTHORITY	$ 322,032.52	WATER / WASTEWATER TREATMENT AGENCY

CITY OF UPLAND

Payroll Costs

Payroll		
1/18/2026 Through 1/31/2026 *Check Date: 2/05/2026*		
Checks	$9,842.31	
Manual Checks	$0.00	
Void Checks	$0.00	
Direct Deposit	$825,180.03	
Manual Direct Deposit	$0.00	
Void Direct Deposit	0.00	
		$835,022.34

Taxes		
1/18/2026 Through 1/31/2026 *Check Date: 2/05/2026*		
Federal	156,485.04	
State	50,274.56	
		206,759.60
		$1,041,781.94

Prepared by: Yesica Montoya

CITY OF UPLAND

Payroll Costs

Payroll		
2/01/2026 Through 2/14/2026 *Check Date: 2/19/2026*		
Checks	$12,939.84	
Manual Checks	$0.00	
Void Checks	$0.00	
Direct Deposit	$825,764.06	
Manual Direct Deposit	$0.00	
Void Direct Deposit	0.00	
		$838,703.90

Taxes		
2/01/2026 Through 2/14/2026 *Check Date: 2/19/2026*		
Federal	159,005.12	
State	50,654.45	
		209,659.57

Prepared by: Yesica Montoya

$1,048,363.47

Staff Report

CITY OF UPLAND
"The City of Gracious Living"

DATE: March 23, 2026
TO: MAYOR AND CITY COUNCIL
FROM: MICHAEL BLAY, CITY MANAGER
PREPARED BY: STEPHEN PARKER, CPA, ASSISTANT CITY MANAGER
STACI SULLIVAN, FINANCE MANAGER
DARREN CHAN, MANAGEMENT ANALYST
SUBJECT: TREASURER'S REPORT FEBRUARY 2026

RECOMMENDED ACTION
It is recommended that the City Council receive and file the February 2026 Treasurer's Report.

GOAL STATEMENT
The proposed action supports the City's goal to manage the City's resources in a fiscally responsible manner.

BACKGROUND
Per California Government Code Section 53646(b), the City's treasurer or chief fiscal officer may render a treasurer's report to the City Council on a quarterly basis. The City has elected to provide this report to City Council monthly, but the City of Upland's Investment Policy (approved June 9, 2025) requires the Investment Officer to provide a report quarterly to the Finance Committee at regularly scheduled meetings. This report shall include the type of investment, issuer, date of maturity, par, and dollar amount invested on all securities, current market value as of the date of the report, investments and monies held by the local agency and shall additionally include a description of any of the local agency's funds, investments, or programs, that are under the management of contracted parties, including lending programs. The report shall include a statement of compliance with the investment policy and shall include a statement noting the City's ability to meet its expenditure requirements for the next six months.

ISSUES AND ANALYSIS
The submission of the monthly Treasurer's Report is a compliance measure.

ENVIRONMENTAL DETERMINATION
The proposed action is not subject to the California Environmental Quality Act (CEQA). Section 15378 of the CEQA Guidelines defines a project subject to CEQA. The proposed action is not included within the definition of a "project" and thus is exempt.

FISCAL IMPACTS
There is no fiscal impact associated with this action.

ALTERNATIVES
Provide alternative directions to staff.

CEQA: Not a Project.

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TREASURER'S REPORT

City of Upland - Successor Agency - Public Financing Authority

For Period Ended
February 28, 2026

Investment Portfolio	Cost	Par Value	Market Value	% of Portfolio
State Local Agency Investment Fund	23,157,183	23,157,183	23,402,541	16.15%
California Asset Management Plan	1,479,975	1,479,975	1,479,975	1.02%
Negotiable Certificates of Deposit	16,229,975	16,233,000	16,307,351	11.25%
Money Market Fund	408,994	408,994	408,994	0.28%
Municipal Bonds	5,372,687	5,640,000	5,543,546	3.82%
Government Agency Securities	84,374,040	85,415,219	85,957,166	59.30%
Corporate Bonds	9,266,790	9,244,000	9,335,002	6.44%
US Treasury	2,432,150	2,500,000	2,515,590	1.74%
Total Investments	$ 142,721,793	$ 144,078,371	$ 144,950,164	100.00%

Weighted Average Days to Maturity	1,047.35
Blended Yield:	4.27%

Cash	Cost	Market Value
Bank Accounts and Change Funds	3,757,661	3,757,661
Total Cash	$ 3,757,661	$ 3,757,661

Total Cash and Investments	$ 146,479,454	$ 148,707,825

PARS Investment Portfolio	Cost	Market Value
115 Trust-OPEB Investment	2,030,909	3,040,707
115 Trust-Pension Investment	10,074,473	12,585,710
Total Restricted Funds Held in Trust	$ 12,105,382	$ 15,626,418

Benchmarks:	
LAIF	3.87%
CAMP	3.83%
2yr U.S. Treasury	3.38%
5yr U.S. Treasury	3.51%

Restricted Funds with Fiscal Agent	Book Value	Market Value
Water Revenue Bonds 2022	12,123,736	12,123,736
Water System Lease Revenue Refunding Bonds 2021	198	198
Successor Agency TARBS 2013/2016-Merged Project	100,221	100,221
Colonies CFD Area #1 2022	433,680	433,680
Colonies CFD Area #2 2015	1,526,510	1,526,510
Upland 54 CFD 2004	147,637	147,637
Sycamore Hills CFD 2015-1	895,686	895,686
Harvest at Upland CFD 2016-1 Area #1	733,927	733,927
Harvest at Upland CFD 2016-1 Area #2	2,317,768	2,317,768
Enclave at Upland CFD 2022-1	510,823	510,823
Sycamore Hills CFD 2015-1-2 STB 2022A	942,202	942,202
Total Restricted Funds	$ 19,732,388	$ 19,732,388

1. I hereby certify that the investments are in compliance with the investment policy adopted by the City Council in June 9, 2025.
2. The City has the ability to meet its budgeted expenditures for the next six months.
3. The market values for funds held in banking institutions do not change. The amounts listed as market values for these items are the same as their book values.
4. The book value for the State Pool is the withdrawal value provided by the State Treasurer. The market value of funds held by the State Treasurer equates to the City's pro-rata share of the market value of the entire State Pool.
5. Sources for current market valuation are Account Statements and the Wall Street Journal GNMA Mortgage rates on the last trading day of the month.
6. This report meets the requirements of Government Code Section 53646.

Signed by:
Stephen Parker
FB84DF5235FB40C...
Assistant City Manager (Finance Director)

3/17/2026 | 7:00 AM PDT
Date

DocuSigned by:
Greg R Bradley
07D6093FC45D485...
City Treasurer

3/17/2026 | 8:24 AM PDT
Date

Prepared by Data Driven
3/16/2026

Docusign Envelope ID: 78455DDB-06C6-454E-9E80-1C275F83A40B

TREASURER'S REPORT

City of Upland - Successor Agency - Public Financing Authority

State Local Agency Investment Fund

For Period Ended
February 28, 2026

Fund or Account		Account Balance	
City of Upland	98-36-942	23,157,183	
			Market Value
	Totals	**$ 23,157,183**	**$ 23,402,541 ***
Yield for Period Ended	**2/28/2026**	**3.87%**	

**Due to timing delay in receiving February 2026 PMIA Market Valuation Report, Market Value is calculated using PMIA Market Valuation data as of 1/31/26*

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TREASURER'S REPORT

City of Upland - Successor Agency - Public Financing Authority

California Asset Management Plan

For Period Ended
February 28, 2026

Fund or Account		Account Balance	Market Value
City of Upland	6113-001	1,479,975	
	Totals	**$ 1,479,975**	**$ 1,479,975**
Yield for Period Ended	**2/28/2026**	**3.83%**	

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TREASURER'S REPORT

City of Upland - Successor Agency - Public Financing Authority

US Bank Investments

For Period Ended
February 28, 2026

Investment Name	CUSIP	Cost	Par Value	Market Value	Current Yield	Book Yield	Maturity Date
Negotiable Certificates of Deposit							
American Equity Bank CD	02568KAJ4	250,000	250,000	248,140	0.71%	0.70%	5/27/2026
American Exp CD	02589AEZ1	250,000	250,000	254,525	4.52%	4.60%	9/13/2028
Bank Hapoalim CD	06251A6Z8	244,000	244,000	249,495	4.50%	4.50%	5/21/2029
BankUnited NA CD	066519RW1	249,000	249,000	244,408	1.38%	1.35%	12/8/2026
Baxter CU CD	07181JAY0	250,000	250,000	251,738	4.47%	4.50%	1/25/2027
Bom Bk CD	09776DAW4	249,000	249,000	250,501	4.08%	4.10%	6/26/2028
CFG Community Bank CD	12527CNN8	243,775	245,000	244,971	4.00%	4.11%	11/14/2030
Capital One NA CD	14042RQN4	250,000	250,000	245,168	1.27%	1.25%	12/8/2026
Celtic Bank CD	15118RX51	245,340	249,000	249,134	4.00%	4.40%	6/20/2029
City FCU Tax CD	17783PAJ0	249,000	249,000	249,849	3.94%	3.95%	1/12/2029
Civic Federal CU	178808AB7	249,000	249,000	250,706	4.07%	4.10%	10/23/2028
Clearpath FCU CD	18507MAB7	250,000	250,000	250,318	5.09%	5.10%	4/27/2026
Connex CU CD	208212BD1	250,000	250,000	250,288	5.39%	5.40%	3/18/2026
Connexus CU CD	20825WDV9	249,000	249,000	249,762	3.99%	4.00%	7/14/2027
Continental Bank CD	211163MG2	250,000	250,000	246,115	0.61%	0.60%	8/24/2026
Cornerstone CD	21923MAB7	249,000	249,000	247,618	3.72%	3.70%	10/1/2029
Credit Union of Texas CD	22551KBL5	245,000	245,000	244,495	3.71%	3.70%	10/22/2027
New Jersey Ewing CU	22552BAE1	249,000	249,000	250,011	4.03%	4.05%	1/18/2028
Customers Bank CD	23204HPB8	250,000	250,000	253,498	4.44%	4.50%	6/14/2028
Discover Bank CD	254676AR0	250,000	250,000	254,965	4.56%	4.65%	9/18/2028
Dort FCU CD	25844MBC1	250,000	250,000	250,943	4.93%	4.95%	6/22/2026
Empower FCU CD	291916AE4	250,000	250,000	252,753	5.39%	5.45%	10/23/2026
Essential CU CD	29669XAP3	250,000	250,000	252,968	4.64%	4.70%	6/15/2027
Fahey Banking Co CD	303117DG7	250,000	250,000	250,335	3.89%	3.90%	1/12/2028
First Guaranty Bank CD	320437BD7	245,000	245,000	245,243	4.05%	4.05%	11/14/2030
FirstBank of Nebraska CD	32116PAR9	248,000	248,000	244,077	0.61%	0.60%	8/27/2026
First Technology FCU CD	33715LEB2	249,000	249,000	248,552	3.66%	3.65%	8/5/2027
Generations Bank C D	37149CAV9	250,000	250,000	248,108	3.12%	3.10%	5/6/2027
Gesa CU CD	37424PAH7	250,000	250,000	251,585	5.22%	5.25%	7/31/2026
Global FCU CD	37892MAM6	248,000	248,000	248,957	4.98%	5.00%	6/16/2026
Goldman Sachs Bk CD	38151PHN4	245,000	245,000	244,446	3.91%	3.90%	2/10/2031
Great Midwest CD	39083PDQ2	249,000	249,000	253,903	4.41%	4.50%	4/27/2029
Gulf Cap Bank CD	40219MAY0	248,000	248,000	248,037	3.85%	3.85%	9/27/2028
Holyoke CU CD	43666MAD8	249,000	249,000	248,753	3.95%	3.95%	11/5/2030
Iriquois Fed CD	46355PDQ8	249,000	249,000	252,444	4.64%	4.70%	9/17/2027
JP Morgan Bk CD	46659CPX2	240,000	240,000	240,089	4.10%	4.10%	2/11/2031
Jeanne D Arc CD	472207AK5	249,000	249,000	252,269	4.34%	4.40%	7/31/2028
Malaga Bank CD	56102ABK1	250,000	250,000	244,800	0.87%	0.85%	11/19/2026
Medallion Bank CD	58404DXY2	249,000	249,000	250,454	4.08%	4.10%	6/30/2028
Milestone Bk CD	59934MAK4	244,000	244,000	245,218	4.38%	4.40%	12/15/2026
Morgan Stanley Bk CD	61690DRE0	244,000	244,000	249,863	4.54%	4.65%	5/22/2029
Morgan Stanley Private Bk CD	61768E4B6	244,000	244,000	249,863	4.54%	4.65%	5/22/2029
NBC Bancorp Inc CD	633398AA0	248,000	248,000	249,498	4.82%	4.85%	9/14/2026
Oklahoma Educators CU CD	67885MAL4	249,000	249,000	248,589	3.71%	3.70%	10/25/2027
Optum Bank Draper CD	68405VAU3	244,000	244,000	247,201	4.64%	4.70%	9/13/2027
People's Bank CD	710275AH1	250,000	250,000	250,665	4.04%	4.05%	1/12/2027
Preferred CU CD	74043RAA2	250,000	250,000	254,545	4.91%	5.00%	9/15/2027
RIA FCU CD	749622BX3	249,000	249,000	250,063	3.98%	4.00%	10/13/2028
Red Crown Fed CD	756558AB8	200,000	200,000	202,038	5.35%	5.40%	10/13/2026
Sallie Mae CD	795451EE9	245,000	245,000	244,520	3.91%	3.90%	12/10/2030
Solarity CU CD	83418NAG6	248,000	248,000	249,054	5.03%	5.05%	6/23/2026
Southern First CD	84287PJB9	244,000	244,000	250,551	4.72%	4.85%	10/17/2028

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TREASURER'S REPORT

City of Upland - Successor Agency - Public Financing Authority

US Bank Investments

For Period Ended
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Investment Name	CUSIP	Cost	Par Value	Market Value	Current Yield	Book Yield	Maturity Date
Southwest Fin FCU CD	84485EAN7	249,000	249,000	249,994	3.98%	4.00%	8/14/2028
State Bk India CD	856288EG6	245,000	245,000	244,990	3.95%	3.95%	2/12/2031
State Employees CD	85678LAA3	249,000	249,000	252,150	4.74%	4.80%	5/24/2027
Texas Exchange Bank CD	88241TMG2	249,000	249,000	244,468	1.17%	1.15%	11/13/2026
Toyota Financial Savings Bank CD	89235MLE9	249,860	248,000	245,066	0.96%	0.80%	7/29/2026
True Sky Credit CD	89786MAH7	250,000	250,000	252,793	4.45%	4.50%	11/30/2027
TTCU Federal CU CD	89854LAD5	250,000	250,000	256,720	4.87%	5.00%	7/26/2028
Tucson FCU CD	898812AC6	250,000	250,000	257,040	4.86%	5.00%	9/8/2028
USAlliance FCU CD	90352RDL6	149,000	149,000	152,975	4.58%	4.70%	6/28/2029
UBS Bank CD	90355GD29	249,000	249,000	247,001	3.78%	3.75%	12/10/2030
Union Bank CD	90520VAX1	250,000	250,000	249,568	0.60%	0.60%	3/19/2026
Utah First CD	91739JAJ4	249,000	249,000	254,284	4.46%	4.55%	4/30/2029
Valley Natl Bk CD	919853QY0	245,000	245,000	245,899	3.99%	4.00%	7/24/2028
Vibrant CU CD	92559TAL2	248,000	248,000	248,317	5.34%	5.35%	3/20/2026
Negotiable Certificates of Deposit Subtotal		$ 16,229,975	$ 16,233,000	$ 16,307,351			
Cash and Equivalents (Money Market Fund)							
First American Govt OB Fund-Y	31846V203	408,994	408,994	408,994	3.30%	3.30%	
Money Market Fund Subtotal		$ 408,994	$ 408,994	$ 408,994			
Municipal Bond Fund							
Burbank Glendale, CA	120827EJ5	2,029,661	1,990,000	2,081,321	4.94%	4.72%	7/1/2029
Corona, CA	21969AAH5	924,000	1,000,000	951,490	2.15%	3.87%	5/1/2029
Riverside, CA	769036BR4	944,250	1,000,000	970,820	2.91%	4.16%	6/1/2029
San Bernardino, CA	796720PB0	250,000	250,000	247,435	1.11%	1.10%	8/1/2026
University of California, CA	91412HGG2	1,224,776	1,400,000	1,292,480	1.75%	4.42%	5/15/2030
Municipal Bond Fund Subtotal		$ 5,372,687	$ 5,640,000	$ 5,543,546			
Government Securities							
Federal Home Ln Bks DEB	3130AWBZ2	998,300	1,000,000	1,008,500	4.09%	4.17%	6/11/2027
Federal Home Ln Bks DEB	3130AWTR1	1,991,760	2,000,000	2,045,660	4.28%	4.47%	9/8/2028
Fed Home Ln Mort Corp #WN1356	3132XFQJ0	1,481,250	1,500,000	1,525,200	4.37%	5.06%	4/1/2029
Fed Home Ln Mort Corp #WN1476	3132XFUA4	987,813	1,000,000	1,009,490	4.30%	4.94%	10/1/2029
Fed Home Ln Mort Corp #WN1510	3132XFVC9	1,484,063	1,500,000	1,510,845	4.10%	4.64%	1/1/2030
Federal Home Ln Corp #WN1516	3132XFVJ4	985,000	1,000,000	1,007,590	4.10%	4.91%	1/1/2030
Fed Home Ln Mort Corp #WN1530	3132XFVY1	1,481,719	1,500,000	1,512,465	4.10%	4.73%	1/1/2030
Fed Home Ln Mort Corp #WN1542	3132XFWC8	2,302,059	2,310,000	2,347,653	4.38%	4.52%	2/1/2030
Fed Home Ln Mort Corp #WN1543	3132XFWD6	2,293,531	2,300,000	2,336,915	4.47%	4.57%	3/1/2030
Fed Home Ln Mort Corp #WN1555	3132XFWR5	1,694,875	1,700,000	1,721,250	4.20%	4.30%	4/1/2030
Fed Home Ln Mort Corp Gold #WN1602	3132XFX86	343,922	345,000	346,311	4.01%	4.09%	8/1/2030
Fed Home Ln Mort Corp #WN1572	3132XFXA1	3,982,500	4,000,000	4,030,240	4.10%	4.26%	5/1/2030
Fed Home Ln Mort Corp Gold #WN1617	3132XFYP7	1,497,656	1,500,000	1,504,650	4.07%	4.17%	7/1/2030
Fed Home Ln Mort Corp Gold #WN1646	3132XFZL5	995,938	1,000,000	1,002,300	4.02%	4.14%	7/1/2030
Fed Home Ln Mort Corp #WN2560	3132XGZ25	994,259	999,570	1,012,824	4.95%	5.17%	1/1/2029

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For Period Ended
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Investment Name	CUSIP	Cost	Par Value	Market Value	Current Yield	Book Yield	Maturity Date
Fed Home Ln Mort Corp Gold #WN5017	3132XKSF5	1,123,242	1,125,000	1,136,756	4.29%	4.29%	7/1/2029
Fed Home Ln Mort Corp #WN5034F	3132XKSY4	2,012,500	2,000,000	2,012,800	4.25%	3.77%	7/1/2029
Fed Home Ln Mort Corp #WN5163	3132XKWZ6	2,659,953	2,675,000	2,696,775	4.25%	4.49%	10/1/2029
Fed Home Ln Mort Corp Gold #WN5242	3132XKZG5	925,606	940,000	945,743	4.11%	4.93%	3/1/2030
Fed Home Ln Mort Corp Gold #WB5243	3132XKZH3	2,649,922	2,675,000	2,695,303	4.10%	4.56%	4/1/2030
Fed Home Ln Mort Corp Gold #WN5249	3132XKZP5	997,813	1,000,000	1,009,830	4.19%	4.23%	4/1/2030
Federal Farm Credit Bks DEB	3133EPN50	998,000	1,000,000	1,024,540	4.15%	4.29%	12/15/2028
Fed Natl Mortgage Assoc #BL3660	3140HVB60	1,831,980	1,941,814	1,883,909	2.79%	4.20%	8/1/2029
Fed Natl Mortgage Assoc #BL3884	3140HVJ62	515,281	550,000	530,959	2.70%	4.28%	9/1/2029
Fed Natl Mortgage Assoc #BL4193	3140HVUT9	471,563	500,000	482,735	2.81%	4.21%	9/1/2029
Fed Natl Mortgage Assoc #BL4815	3140HWK50	952,513	995,442	962,721	2.76%	3.79%	11/1/2029
Fed Natl Mortgage Assoc #BS1416	3140LBSE4	594,825	660,000	627,337	1.15%	4.63%	3/1/2028
Fed Natl Mortgage Assoc #BS4790	3140LFKC7	2,908,547	3,150,000	3,025,103	2.20%	4.88%	3/1/2029
Fed Natl Mortgage Assoc #BS5506	3140LGDL3	772,922	825,000	808,121	3.16%	5.41%	6/1/2029
Fed Natl Mortgage Assoc #BS5552	3140LGE24	1,995,544	2,130,000	2,101,139	3.39%	5.67%	5/1/2029
Fed Natl Mortgage Assoc #BS6109	3140LGYF3	4,340,455	4,343,000	4,360,329	3.96%	4.00%	7/1/2029
Fed Natl Mortgage Assoc #BS6624	3140LHLE8	991,040	995,395	994,788	3.82%	3.97%	10/1/2029
Fed Natl Mortgage Assoc #BZ0815	3140NU3Z0	1,499,063	1,500,000	1,538,535	4.53%	4.68%	4/1/2029
Fed Natl Mortgage Assoc #BZ1806	3140NWAG0	1,463,438	1,500,000	1,515,270	4.00%	5.23%	9/1/2029
Fed Natl Mortgage Assoc #BZ1969A	3140NWFK6	689,719	700,000	706,335	3.97%	4.72%	10/1/2029
Fed Natl Mortgage Assoc #BZ1993	3140NWGB5	743,906	750,000	757,920	4.03%	4.46%	11/1/2029
Fed Natl Mortgage Assoc #BA2127A	3140NWLH6	1,473,750	1,500,000	1,517,145	4.14%	5.04%	10/1/2029
Fed Natl Mortgage Assoc #BZ2336	3140NWS22	1,491,563	1,500,000	1,533,525	4.38%	4.75%	11/1/2029
Fed Natl Mortgage Assoc #BZ2399	3140NWUZ6	492,656	500,000	509,965	4.20%	4.99%	11/1/2029
Fed Natl Mortgage Assoc #BZ2524	3140NWYW9	1,492,969	1,500,000	1,532,220	4.68%	5.01%	12/1/2029
Fed Natl Mortgage Assoc #BZ2748	3140NXBS1	494,688	500,000	510,880	4.26%	4.87%	1/1/2030
Fed Natl Mortgage Assoc #BZ2776	3140NXCN1	997,500	1,000,000	1,028,800	4.49%	4.74%	1/1/2030
Fed Natl Mortgage Assoc #BZ3455	3140NXZV8	1,496,719	1,500,000	1,528,245	4.16%	4.34%	4/1/2030
Fed Natl Mortgage Assoc #BZ4436	3140NY4W8	498,438	500,000	505,150	3.96%	4.15%	8/1/2030
Fed Natl Mortgage Assoc #BZ4021	3140NYPF2	3,487,500	3,500,000	3,563,105	4.17%	4.42%	6/1/2030
Fed Natl Mort Assoc #BZ0458	3140NYQL8	2,281,430	2,285,000	2,318,018	4.09%	4.22%	6/1/2030
Fed Natl Mort Assoc #BA4276	3140NYXE6	995,625	1,000,000	1,016,520	4.17%	4.45%	7/1/2030
Fed Natl Mortgage Assoc #BZ5346	3140Q05G3	4,025,000	4,000,000	4,043,880	4.08%	3.82%	10/1/2030
Fed Natl Mortgage Assoc #BZ4505	3140Q0AF9	4,491,563	4,500,000	4,559,310	4.07%	4.21%	8/1/2030
Fed Natl Mortgage Assoc #BZ5496	3140Q1DA5	1,995,625	2,000,000	2,014,000	3.96%	4.09%	12/1/2030
Fed Natl Mortgage Assoc #BZ5552	3140Q1E22	998,555	1,000,000	1,010,170	4.08%	4.19%	11/1/2030
Fed Natl Mortgage Assoc #BZ5528	3140Q1EA4	995,313	1,000,000	1,002,610	3.90%	4.13%	12/1/2030
Fed Natl Mortgage Assoc #BZ5619	3140Q1G53	1,012,988	1,020,000	1,017,144	3.83%	4.15%	11/1/2030
Fed Natl Mortgage Assoc #BZ6138	3140Q1ZC7	999,688	1,000,000	1,007,640	3.99%	4.04%	1/1/2031
Government Securities Subtotal		$ 84,374,040	$ 85,415,219	$ 85,957,166			
Corporate Bonds							
Citibank	17325FBK3	513,250	500,000	513,590	4.71%	4.24%	8/6/2029
John Deere Capital Med Term Nt	24422EYF0	1,009,540	1,000,000	1,017,630	4.30%	4.16%	10/15/2030
First Foundation Bank CD	32026U5U6	244,000	244,000	249,497	4.50%	4.60%	05/22/2029
JP Morgan Chase Med Term Nt 4.12%	46632FXW0	1,000,000	1,000,000	1,010,710	4.08%	4.12%	01/23/2031
JP Morgan Chase Med Term Nt 4.05%	48130C6R1	2,000,000	2,000,000	2,001,500	4.05%	4.05%	10/29/2030
Royal Bank CDA Med Term	78014RZE3	2,000,000	2,000,000	2,031,320	4.68%	4.75%	03/14/2030
US Bancorp Med Trm Nt	91159XDW2	1,500,000	1,500,000	1,512,975	4.46%	4.50%	09/10/2030
Wells Fargo Bk Med Trm Nt	95004HAF5	1,000,000	1,000,000	997,780	4.46%	4.45%	08/04/2030
Corporate Bonds Subtotal		$ 9,266,790	$ 9,244,000	$ 9,335,002			

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TREASURER'S REPORT

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US Bank Investments

For Period Ended
February 28, 2026

Investment Name	CUSIP	Cost	Par Value	Market Value	Current Yield	Book Yield	Maturity Date
US Treasury							
US Treasury Note 2.625%	9128286B1	464,450	500,000	489,220	2.68%	4.25%	2/15/2029
US Treasury Note 3.750%	91282CJR3	978,600	1,000,000	1,009,650	3.71%	4.25%	12/31/2028
US Treasury Note 4.000%	91282CJW2	989,100	1,000,000	1,016,720	3.93%	4.25%	1/31/2029
	US Treasury Subtotal	$ 2,432,150	$ 2,500,000	$ 2,515,590			
					Weighted Avg. Yield	*Weighted Avg. Yield*	
Total Portfolio		**$ 118,084,636**	**$ 119,441,214**	**$ 120,067,649**	**3.96%**	**4.35%**	

NOTE: *The Treasurer's Report has been updated to report investment performance using weighted average book yield calculated on an amortized cost basis, which reflects both interest income and the amortization or accretion of premiums and discounts. Current yield, based on market value and interest income only, is still presented for reference; however, book yield is now the primary performance measure.*

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TREASURER'S REPORT

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Investment Portfolio

For Period Ended
February 28, 2026

February 28, 2026	Market Value	Availability	No. of Days Until Maturity	Weight	Days to Maturity Weighted Avg	Total by Maturity	
Petty Cash	32,898	2/28/2026	0	0.0%	-		
Checking Account	3,622,497	3/1/2026	1	2.4%	0.02		
Utility & Credit Cards Account	46,551	3/1/2026	1	0.0%	-		
Successor Agency	55,715	3/1/2026	1	0.0%	-		
Total Bank Accounts	**3,757,661**					3,757,661	
State Local Agency Investment Fund	**23,402,541**	3/1/2026	1	15.7%	0.16	23,402,541	
California Asset Management Plan	**1,479,975**	2/28/2026	0	1.0%	-	1,479,975	
First American Govt OB Fund-Y	408,994	3/1/2026	1	0.3%	0.00		
Money Market Accounts	**408,994**					408,994	
Connex CU CD	250,288	3/18/2026	18	0.2%	0.03		
Union Bank CD	249,568	3/19/2026	19	0.2%	0.03		
Vibrant CU CD	248,317	3/20/2026	20	0.2%	0.03		
Negotiable Certificates of Deposit	**748,172**					748,172	
						$ 29,797,343	**1 - 30 days**
Clearpath FCU CD	250,318	4/27/2026	58	0.2%	0.10		
Negotiable Certificates of Deposit	**250,318**					250,318	
						$ 250,318	**31 - 60 days**
American Equity Bank CD	248,140	5/27/2026	88	0.2%	0.15		
Dort FCU CD	250,943	6/22/2026	114	0.2%	0.19		
Global FCU CD	248,957	6/16/2026	108	0.2%	0.18		
Solarity CU CD	249,054	6/23/2026	115	0.2%	0.19		
Negotiable Certificates of Deposit	**997,094**					997,094	
						$ 997,094	**61 - 120 days**
Continental Bank CD	246,115	8/24/2026	177	0.2%	0.29		
FirstBank of Nebraska CD	244,077	8/27/2026	180	0.2%	0.30		
Gesa CU CD	251,585	7/31/2026	153	0.2%	0.26		
Toyota Financial Savings Bank CD	245,066	7/29/2026	151	0.2%	0.25		
Negotiable Certificates of Deposit	**986,843**					986,843	
San Bernardino, CA	247,435	8/1/2026	154	0.2%	0.26		
Municipal Bonds	**247,435**						
						$ 986,843	**121 - 180 days**
BankUnited NA CD	244,408	12/8/2026	283	0.2%	0.47		
Baxter CU CD	251,738	1/25/2027	331	0.2%	0.56		
Capital One NA CD	245,168	12/8/2026	283	0.2%	0.47		
Empower FCU CD	252,753	10/23/2026	237	0.2%	0.40		
Malaga Bank CD	244,800	11/19/2026	264	0.2%	0.43		
Milestone Bk CD	245,218	12/15/2026	290	0.2%	0.48		
NBC Bancorp Inc CD	249,498	9/14/2026	198	0.2%	0.33		
People's Bank CD	250,665	1/12/2027	318	0.2%	0.54		
Red Crown Fed CD	202,038	10/13/2026	227	0.1%	0.31		
Texas Exchange Bank CD	244,468	11/13/2026	258	0.2%	0.42		
Negotiable Certificates of Deposit	**2,430,753**					2,430,753	
						$ 2,430,753	**181 - 1 year**
Federal Home Ln Bks DEB	1,008,500	6/11/2027	468	0.7%	3.17		
Government Securities	**1,008,500**					1,008,500	

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TREASURER'S REPORT

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Investment Portfolio

For Period Ended
February 28, 2026

February 28, 2026	Market Value	Availability	No. of Days Until Maturity	Weight	Days to Maturity Weighted Avg	Total by Maturity	
Connexus CU CD	249,762	7/14/2027	501	0.2%	0.84		
Credit Union of Texas CD	244,495	10/22/2027	601	0.2%	0.99		
New Jersey Ewing CU	250,011	1/18/2028	689	0.2%	1.16		
Essential CU CD	252,968	6/15/2027	472	0.2%	0.80		
Fahey Banking Co CD	250,335	1/12/2028	683	0.2%	1.15		
First Technology FCU CD	248,552	8/5/2027	523	0.2%	0.87		
Generations Bank C D	248,108	5/6/2027	432	0.2%	0.72		
Iriquois Fed CD	252,444	9/17/2027	566	0.2%	0.96		
Oklahoma Educators CU CD	248,589	10/25/2027	604	0.2%	1.01		
Optum Bank Draper CD	247,201	9/13/2027	562	0.2%	0.93		
Preferred CU CD	254,545	9/15/2027	564	0.2%	0.97		
State Employees CD	252,150	5/24/2027	450	0.2%	0.76		
True Sky Credit CD	252,793	11/30/2027	640	0.2%	1.09		
Negotiable Certificates of Deposit	**3,251,951**					3,251,951	
						$ 4,260,451	**1- 2 years**
Federal Home Ln Bks DEB	2,045,660	9/8/2028	923	1.4%	12.70		
Fed Home Ln Mort Corp #WN2560	1,012,824	1/1/2029	1038	0.7%	7.07		
Federal Farm Credit Bks DEB	1,024,540	12/15/2028	1021	0.7%	7.03		
Fed Natl Mortgage Assoc #BS1416	627,337	3/1/2028	732	0.4%	3.09		
Government Securities	**4,710,360**					4,710,360	
American Exp CD	254,525	9/13/2028	928	0.2%	1.59		
Bom Bk CD	250,501	6/26/2028	849	0.2%	1.43		
City FCU Tax CD	249,849	1/12/2029	1049	0.2%	1.76		
Civic Federal CU	250,706	10/23/2028	968	0.2%	1.63		
Customers Bank CD	253,498	6/14/2028	837	0.2%	1.43		
Discover Bank CD	254,965	9/18/2028	933	0.2%	1.60		
Gulf Cap Bank CD	248,037	9/27/2028	942	0.2%	1.57		
Jeanne D Arc CD	252,269	7/31/2028	884	0.2%	1.50		
Medallion Bank CD	250,454	6/30/2028	853	0.2%	1.44		
RIA FCU CD	250,063	10/13/2028	958	0.2%	1.61		
Southern First CD	250,551	10/17/2028	962	0.2%	1.62		
Southwest Fin FCU CD	249,994	8/14/2028	898	0.2%	1.51		
TTCU Federal CU CD	256,720	7/26/2028	879	0.2%	1.52		
Tucson FCU CD	257,040	9/8/2028	923	0.2%	1.60		
Valley Natl Bk CD	245,899	7/24/2028	877	0.2%	1.45		
Negotiable Certificates of Deposit	**3,775,072**					3,775,072	
US Treasury Note 2.625%	489,220	2/15/2029	1083	0.3%	3.56		
US Treasury Note 3.750%	1,009,650	12/31/2028	1037	0.7%	7.04		
US Treasury Note 4.000%	1,016,720	1/31/2029	1068	0.7%	7.30		
US Treasury	**2,515,590**					2,515,590	
						$ 11,001,022	**2- 3 years**
Fed Home Ln Mort Corp #WN1356	1,525,200	4/1/2029	1128	1.0%	11.57		
Fed Home Ln Mort Corp #WN1476	1,009,490	10/1/2029	1311	0.7%	8.90		
Fed Home Ln Mort Corp #WN1510	1,510,845	1/1/2030	1403	1.0%	14.25		
Federal Home Ln Corp #WN1516	1,007,590	1/1/2030	1403	0.7%	9.51		
Fed Home Ln Mort Corp #WN1530	1,512,465	1/1/2030	1403	1.0%	14.27		
Fed Home Ln Mort Corp #WN1542	2,347,653	2/1/2030	1434	1.6%	22.64		
Fed Home Ln Mort Corp Gold #WN5017	1,136,756	7/1/2029	1219	0.8%	9.32		
Fed Home Ln Mort Corp #WN5034F	2,012,800	7/1/2029	1219	1.4%	16.50		
Fed Home Ln Mort Corp #WN5163	2,696,775	10/1/2029	1311	1.8%	23.77		
Fed Natl Mortgage Assoc #BL3660	1,883,909	8/1/2029	1250	1.3%	15.84		
Fed Natl Mortgage Assoc #BL3884	530,959	9/1/2029	1281	0.4%	4.57		
Fed Natl Mortgage Assoc #BL4193	482,735	9/1/2029	1281	0.3%	4.16		
Fed Natl Mortgage Assoc #BL4815	962,721	11/1/2029	1342	0.6%	8.69		

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TREASURER'S REPORT

City of Upland - Successor Agency - Public Financing Authority

Investment Portfolio

For Period Ended
February 28, 2026

February 28, 2026	Market Value	Availability	No. of Days Until Maturity	Weight	Days to Maturity Weighted Avg	Total by Maturity	
Fed Natl Mortgage Assoc #BS4790	3,025,103	3/1/2029	1097	2.0%	22.32		
Fed Natl Mortgage Assoc #BS5506	808,121	6/1/2029	1189	0.5%	6.46		
Fed Natl Mortgage Assoc #BS5552	2,101,139	5/1/2029	1158	1.4%	16.36		
Fed Natl Mortgage Assoc #BS6109	4,360,329	7/1/2029	1219	2.9%	35.74		
Fed Natl Mortgage Assoc #BS6624	994,788	10/1/2029	1311	0.7%	8.77		
Fed Natl Mortgage Assoc #BZ0815	1,538,535	4/1/2029	1128	1.0%	11.67		
Fed Natl Mortgage Assoc #BZ1806	1,515,270	9/1/2029	1281	1.0%	13.05		
Fed Natl Mortgage Assoc #BZ1969A	706,335	10/1/2029	1311	0.5%	6.23		
Fed Natl Mortgage Assoc #BZ1993	757,920	11/1/2029	1342	0.5%	6.84		
Fed Natl Mortgage Assoc #BA2127A	1,517,145	10/1/2029	1311	1.0%	13.38		
Fed Natl Mortgage Assoc #BZ2336	1,533,525	11/1/2029	1342	1.0%	13.84		
Fed Natl Mortgage Assoc #BZ2399	509,965	11/1/2029	1342	0.3%	4.60		
Fed Natl Mortgage Assoc #BZ2524	1,532,220	12/1/2029	1372	1.0%	14.14		
Fed Natl Mortgage Assoc #BZ2748	510,880	1/1/2030	1403	0.3%	4.82		
Fed Natl Mortgage Assoc #BZ2776	1,028,800	1/1/2030	1403	0.7%	9.71		
Government Securities	**41,059,971**					41,059,971	
Bank Hapoalim CD	249,495	5/21/2029	1178	0.2%	1.98		
Celtic Bank CD	249,134	6/20/2029	1208	0.2%	2.02		
Cornerstone CD	247,618	10/1/2029	1311	0.2%	2.18		
Great Midwest CD	253,903	4/27/2029	1154	0.2%	1.97		
Morgan Stanley Bk CD	249,863	5/22/2029	1179	0.2%	1.98		
Morgan Stanley Private Bk CD	249,863	5/22/2029	1179	0.2%	1.98		
USAlliance FCU CD	152,975	6/28/2029	1216	0.1%	1.25		
Utah First CD	254,284	4/30/2029	1157	0.2%	1.98		
Negotiable Certificates of Deposit	**1,907,136**					1,907,136	
Citibank	513,590	8/6/2029	1255	0.3%	4.33		
First Foundation Bank CD	249,497	5/22/2029	1179	0.2%	1.98		
Corporate Bonds	**763,087**					763,087	
Burbank Glendale, CA	2,081,321	7/1/2029	1219	1.4%	17.06		
Corona, CA	951,490	5/1/2029	1158	0.6%	7.41		
Riverside, CA	970,820	6/1/2029	1189	0.7%	7.76		
Municipal Bonds	**4,003,631**					4,003,631	
						$ 47,733,825	**3- 4 years**
Fed Home Ln Mort Corp #WN1543	2,336,915	3/1/2030	1462	1.6%	22.98		
Fed Home Ln Mort Corp #WN1555	1,721,250	4/1/2030	1493	1.2%	17.28		
Fed Home Ln Mort Corp Gold #WN1602	346,311	8/1/2030	1615	0.2%	3.76		
Fed Home Ln Mort Corp #WN1572	4,030,240	5/1/2030	1523	2.7%	41.28		
Fed Home Ln Mort Corp Gold #WN1617	1,504,650	7/1/2030	1584	1.0%	16.03		
Fed Home Ln Mort Corp Gold #WN1646	1,002,300	7/1/2030	1584	0.7%	10.68		
Fed Home Ln Mort Corp Gold #WN5242	945,743	3/1/2030	1462	0.6%	9.30		
Fed Home Ln Mort Corp Gold #WB5243	2,695,303	4/1/2030	1493	1.8%	27.06		
Fed Home Ln Mort Corp Gold #WN5249	1,009,830	4/1/2030	1493	0.7%	10.14		
Fed Natl Mortgage Assoc #BZ3455	1,528,245	4/1/2030	1493	1.0%	15.34		
Fed Natl Mortgage Assoc #BZ4436	505,150	8/1/2030	1615	0.3%	5.49		
Fed Natl Mortgage Assoc #BZ4021	3,563,105	6/1/2030	1554	2.4%	37.23		
Fed Natl Mort Assoc #BZ0458	2,318,018	6/1/2030	1554	1.6%	24.22		
Fed Natl Mort Assoc #BA4276	1,016,520	7/1/2030	1584	0.7%	10.83		
Fed Natl Mortgage Assoc #BZ5346	4,043,880	10/1/2030	1676	2.7%	45.58		
Fed Natl Mortgage Assoc #BZ4505	4,559,310	8/1/2030	1615	3.1%	49.52		
Fed Natl Mortgage Assoc #BZ5496	2,014,000	12/1/2030	1737	1.4%	23.52		
Fed Natl Mortgage Assoc #BZ5552	1,010,170	11/1/2030	1707	0.7%	11.60		
Fed Natl Mortgage Assoc #BZ5528	1,002,610	12/1/2030	1737	0.7%	11.71		
Fed Natl Mortgage Assoc #BZ5619	1,017,144	11/1/2030	1707	0.7%	11.68		
Fed Natl Mortgage Assoc #BZ6138	1,007,640	1/1/2031	1768	0.7%	11.98		
Government Securities	**39,178,335**					39,178,335	

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TREASURER'S REPORT

City of Upland - Successor Agency - Public Financing Authority

Investment Portfolio

For Period Ended
February 28, 2026

February 28, 2026	Market Value	Availability	No. of Days Until Maturity	Weight	Days to Maturity Weighted Avg	Total by Maturity	
CFG Community Bank CD	244,971	11/14/2030	1720	0.2%	2.83		
First Guaranty Bank CD	245,243	11/14/2030	1720	0.2%	2.84		
Goldman Sachs Bk CD	244,446	2/10/2031	1808	0.2%	2.97		
Holyoke CU CD	248,753	11/5/2030	1711	0.2%	2.86		
JP Morgan Bk CD	240,089	2/11/2031	1809	0.2%	2.92		
Sallie Mae CD	244,520	12/10/2030	1746	0.2%	2.87		
State Bk India CD	244,990	2/12/2031	1810	0.2%	2.98		
UBS Bank CD	247,001	12/10/2030	1746	0.2%	2.90		
Negotiable Certificates of Deposit	**1,960,012**					1,960,012	
John Deere Capital Med Term Nt	1,017,630	10/15/2030	1690	0.7%	11.56		
JP Morgan Chase Med Term Nt 4.12%	1,010,710	1/23/2031	1790	0.7%	12.17		
JP Morgan Chase Med Term Nt 4.05%	2,001,500	10/29/2030	1704	1.3%	22.93		
Royal Bank CDA Med Term	2,031,320	3/14/2030	1475	1.4%	20.15		
US Bancorp Med Trm Nt	1,512,975	9/10/2030	1655	1.0%	16.84		
Wells Fargo Bk Med Trm Nt	997,780	8/4/2030	1618	0.7%	10.86		
Corporate Bonds	**8,571,915**					8,571,915	
University of California, CA	1,292,480	5/15/2030	1537	0.9%	13.36		
Municipal Bonds	**1,292,480**					1,292,480	
						$ 51,002,742	**4- 5 years**
Total Investments	**$ 148,707,825**			**100%**	**1,047**	**$ 148,460,390**	

Average Maturity in Days	1047
Average Maturity in Years:	3

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TREASURER'S REPORT

City of Upland - Successor Agency - Public Financing Authority

CA Government Code Section 53607

For Period Ended
February 28, 2026

Investment Name	CUSIP ID	Issue Date	Cost	Par Value	Market Value	Maturity Date
Sales & Maturities						
Fed Natl Mortgage Assoc #BL3660	3140HVB60	8/1/2019	3,038.36	3,038.36	2,947.76	8/1/2029
Fed Natl Mortgage Assoc #BS6624	3140LHLE8	10/1/2022	1,120.25	1,120.25	1,119.57	10/1/2029
Fed Natl Mortgage Assoc #BL4815	3140HWK50	11/1/2019	1,427.48	1,427.48	1,380.56	11/1/2029
Fed Home Ln Mort Corp #WN2560	3132XGZ25	3/1/2024	428.18	428.18	433.86	1/1/2029
A+ FCU CD	00224TAN6	2/15/2023	250,000.00	250,000.00	250,112.50	2/17/2026
Sales & Maturities Subtotal			**$ 256,014.27**	**$ 256,014.27**	**$ 255,994.25**	
Purchases						
Goldman Sachs Bk CD	38151PHN4	2/10/2026	245,000.00	245,000.00	244,446.30	2/10/2031
JP Morgan Bk CD	46659CPX2	2/11/2026	240,000.00	240,000.00	240,088.80	2/11/2031
State Bk India CD	856288EG6	2/12/2026	245,000.00	245,000.00	244,990.20	2/12/2031
Purchases Subtotal			**$ 730,000.00**	**$ 730,000.00**	**$ 729,525.30**	

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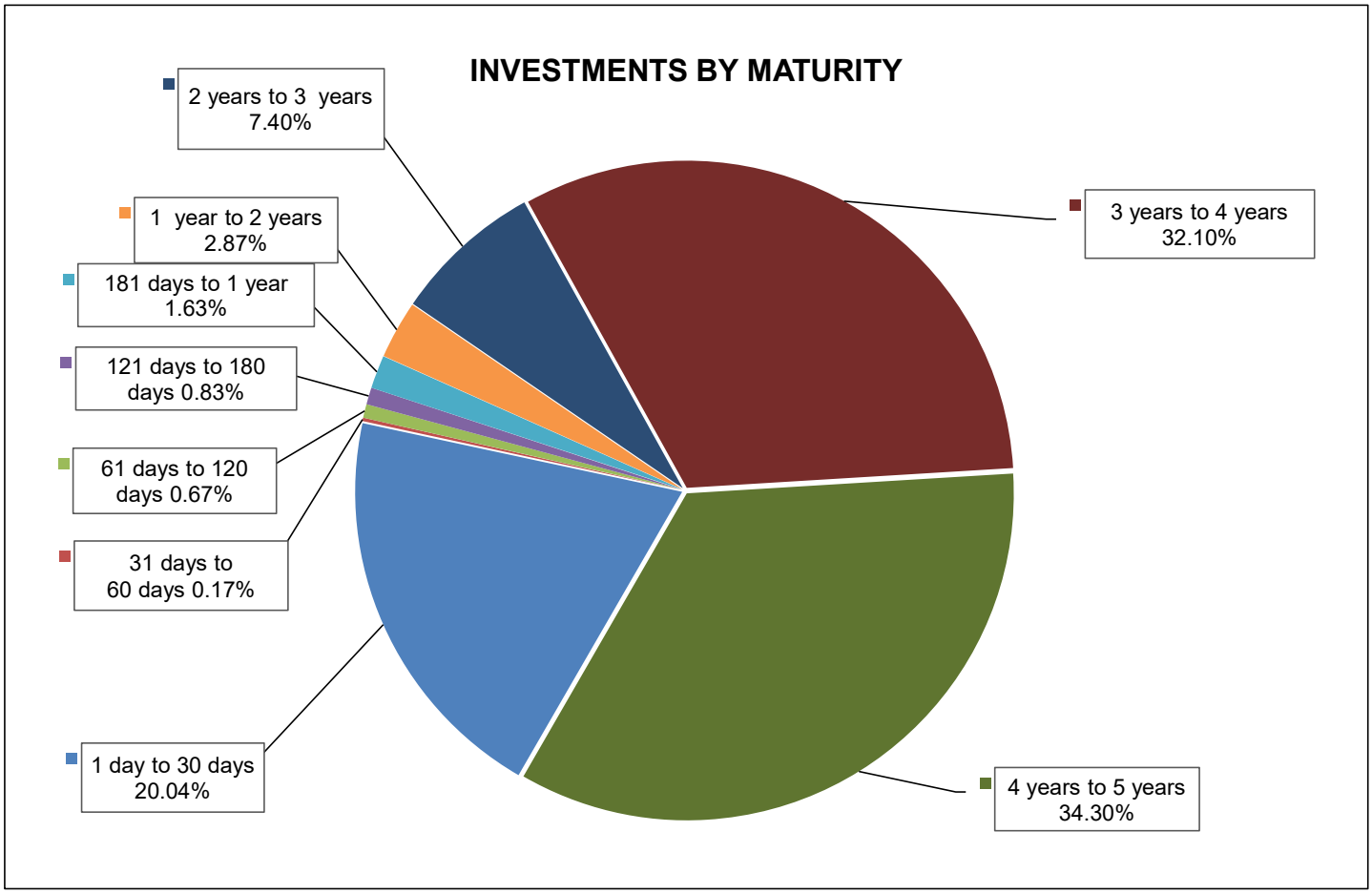
TREASURER'S REPORT

City of Upland - Successor Agency - Public Financing Authority

Maturities in Thousands of Dollars

For Period Ended
February 28, 2026

Investment Portfolio	1 day to 30 days	31 days to 60 days	61 days to 120 days	121 days to 180 days	181 days to 1 year	1 year to 2 years	2 years to 3 years	3 years to 4 years	4 years to 5 years
State Local Agency Investment Fund	23,403	-	-	-	-	-	-	-	-
California Asset Management Plan	1,480	-	-	-	-	-	-	-	-
Bank Accounts and Change Funds	3,758	-	-	-	-	-	-	-	-
Negotiable Certificates of Deposit	748	250	997	987	2,431	3,252	3,775	1,907	1,960
Government Securities	-	-	-	-	-	1,009	4,710	41,060	39,178
Money Market Fund	409	-	-	-	-	-	-	-	-
Municipal Bonds	-	-	-	247	-	-	-	4,004	1,292
Corporate Bonds	-	-	-	-	-	-	-	763	8,572
US Treasury	-	-	-	-	-	-	2,516	-	-
Total Cash and Investments	$ 29,798	$ 250	$ 997	$ 1,234	$ 2,431	$ 4,261	$ 11,001	$ 47,734	$ 51,002
Percentage	20.04%	0.17%	0.67%	0.83%	1.63%	2.87%	7.40%	32.10%	34.30%



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TREASURER'S REPORT

City of Upland - Successor Agency - Public Financing Authority

Bank Accounts and Change Funds

For Period Ended
February 28, 2026

Account Name	Institution	Insured Deposits	Collateralized Deposits	Total Deposits
Petty Cash City of Upland	City of Upland	$ -	$ -	$ 32,898
City of Upland Payroll Zero Balance Account	Chase	-	-	-
City of Upland Checking Account	Chase	250,000	3,372,497	3,622,497
City of Upland Utility & Credit Cards Account	Chase	46,551	-	46,551
City of Upland Successor Agency	Chase	55,715	-	55,715
	Totals	**$ 352,266**	**$ 3,372,497**	**$ 3,757,661**

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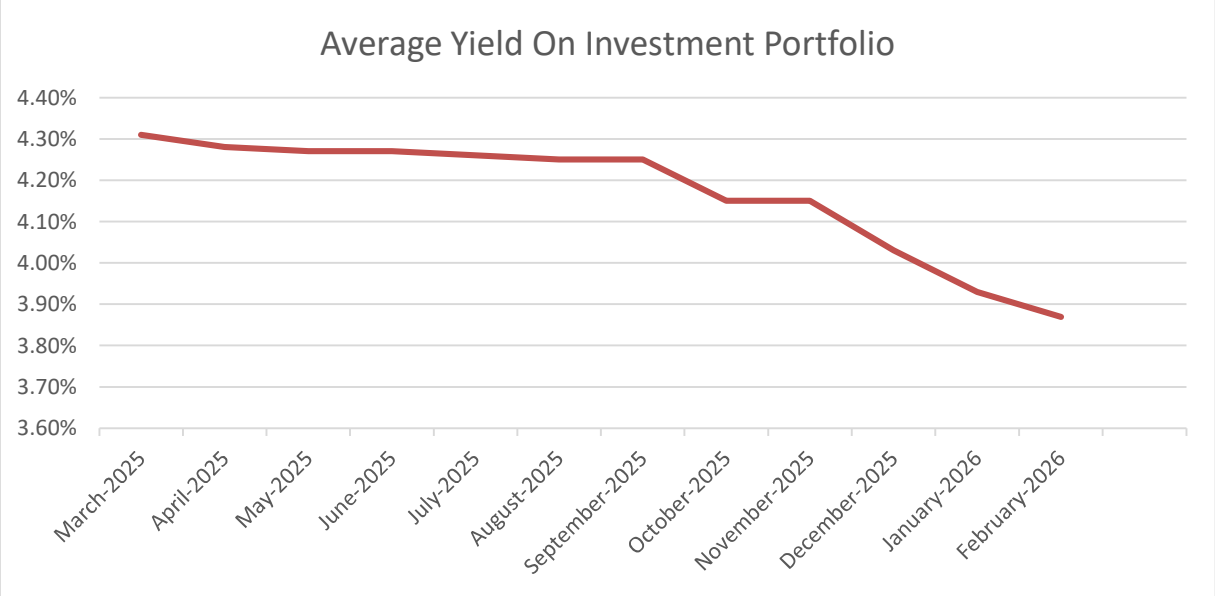
TREASURER'S REPORT

City of Upland - Successor Agency - Public Financing Authority

State Local Agency Investment Fund

For 12 Month Period Ended
February 28, 2026

Month	Yield
March-2025	4.31%
April-2025	4.28%
May-2025	4.27%
June-2025	4.27%
July-2025	4.26%
August-2025	4.25%
September-2025	4.25%
October-2025	4.15%
November-2025	4.15%
December-2025	4.03%
January-2026	3.93%
February-2026	3.87%



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TREASURER'S REPORT

City of Upland - Successor Agency - Public Financing Authority

Investment Summary
February 28, 2026

	Mar-2025	Apr-2025	May-2025	Jun-2025	Jul-2025	Aug-2025	Sep-2025	Oct-2025	Nov-2025	Dec-2025	Jan-2026	Feb-2026
Investment Portfolio												
State Local Agency Investment Fund (LAIF)	1,302,910	1,316,637	1,316,135	1,316,903	1,331,201	1,333,331	1,333,338	1,347,537	334,967	17,020,428	29,482,708	23,402,541
California Asset Management Plan (CAMP)	35,681,612	40,817,576	45,977,553	40,835,363	28,580,966	19,173,748	10,071,972	8,608,869	10,640,767	1,470,833	1,475,642	1,479,975
Negotiable Certificates of Deposit	18,953,344	17,718,099	17,194,346	16,777,042	17,519,686	18,950,018	16,985,578	16,977,765	17,202,108	16,951,402	16,081,128	16,307,351
Money Market Fund	2,778,602	1,402,801	937,196	2,569,850	887,381	610,504	335,964	904,953	2,516,528	667,217	508,890	408,994
Municipal Bonds	5,440,404	4,482,473	5,680,643	5,728,913	5,707,231	5,467,239	5,469,246	5,476,581	5,505,577	5,494,294	5,488,310	5,543,546
Government Agency Securities	68,378,801	72,608,309	73,807,904	78,316,444	79,433,963	81,533,780	85,304,126	83,590,615	82,447,961	84,706,504	85,274,868	85,957,166
Corporate Bonds	2,012,080	2,025,300	2,011,420	2,020,400	2,011,700	2,023,940	5,049,285	7,038,805	8,070,705	8,059,905	9,048,560	9,335,002
US Treasury	4,644,080	4,680,155	3,190,038	3,209,748	2,956,450	2,985,390	2,981,560	2,499,910	2,508,055	2,504,560	2,500,740	2,515,590
Total Investments	$ 139,191,834	$ 145,051,351	$ 150,115,234	$ 150,774,662	$ 138,428,579	$ 132,077,951	$ 127,531,069	$ 126,445,035	$ 129,226,668	$ 136,875,144	$ 149,860,845	$ 144,950,164
Weighted Average Days to Maturity	597.60	632.10	626.31	684.65	848.13	985.22	1051.60	1151.17	1139.27	1105.98	1029.49	1047.35
Blended Yield:	3.15%	3.23%	3.37%	3.41%	3.57%	3.65%	3.69%	3.81%	3.92%	4.31%	4.26%	4.27%
Cash												
Bank Accounts and Change of Funds	3,090,907	2,599,122	6,064,643	5,908,392	5,066,570	1,187,149	5,981,489	1,276,042	4,726,559	4,794,222	4,794,222	3,757,661
Total Cash	$ 3,090,907	$ 2,599,122	$ 6,064,643	$ 5,908,392	$ 5,066,570	$ 1,187,149	$ 5,981,489	$ 1,276,042	$ 4,726,559	$ 4,794,222	$ 4,794,222	$ 3,757,661
Total Cash and Investments	$ 142,282,741	$ 147,650,473	$ 156,179,877	$ 156,683,054	$ 143,495,149	$ 133,265,100	$ 133,512,558	$ 127,721,076	$ 133,953,227	$ 141,669,366	$ 154,655,068	$ 148,707,825
PARS Investment Portfolio												
115 Trust-OPEB Investment	2,598,295	2,615,569	2,674,733	2,747,152	2,758,488	2,816,041	2,866,585	2,903,937	2,921,092	2,933,650	2,988,002	3,040,707
115 Trust-Pension Investment	10,216,704	10,288,163	10,469,272	10,726,609	10,761,740	11,627,654	11,810,158	11,951,491	12,023,161	12,061,266	12,217,692	12,585,710
Total Restricted Funds Held in Trust	$ 12,814,999	$ 12,903,732	$ 13,144,005	$ 13,473,760	$ 13,520,228	$ 14,443,695	$ 14,676,743	$ 14,855,428	$ 14,944,252	$ 14,994,916	$ 15,205,694	$ 15,626,418
Benchmarks:												
LAIF	4.31%	4.28%	4.27%	4.27%	4.26%	4.25%	4.21%	4.15%	4.10%	4.03%	3.90%	3.90%
CAMP	4.47%	4.45%	4.42%	4.43%	4.41%	4.41%	4.27%	4.26%	4.11%	3.90%	3.85%	3.85%
2yr U.S. Treasury	3.89%	3.60%	3.89%	3.72%	3.94%	3.59%	3.60%	3.60%	3.47%	3.47%	3.52%	3.52%
5yr U.S. Treasury	3.96%	3.72%	3.96%	3.79%	3.96%	3.68%	3.74%	3.74%	3.59%	3.73%	3.73%	3.73%
Restricted Funds with Fiscal Agent												
Wtr Sys Lease Rev Ref Bonds 2011												
Wtr Revenue Bonds 2022	15,628,608	15,502,417	15,502,481	15,502,547	15,502,611	15,502,677	16,528,998	15,503,027	15,503,094	15,503,159	12,104,934	12,123,736
Wtr Sys Lease Rev Ref Bonds 2021	44,573	5	5	5	5	5	666,573	196	196	197	197	198
Successor Agency TAN 2013 / TAN 2016- Me	-	-	-	-	-	2,693,469	2	3	3	3	3	100,221
Colonies CFD Area #1 2022	287,726	287,726	287,726	287,726	287,726	1,528,476	274,130	274,130	274,130	274,130	274,130	433,680
Colonies CFD Area #2 2015	1,328,139	1,328,144	1,328,150	1,328,155	1,328,161	2,440,570	1,328,416	1,328,422	1,328,429	1,328,435	1,328,442	1,526,510
Upland 54 CFD 2004	124,917	124,917	124,917	124,917	124,917	222,585	126,545	126,558	126,573	126,586	126,599	147,637
Sycamore Hills CFD 2015-1	728,559	728,559	728,560	728,560	728,561	1,109,151	736,955	737,021	737,091	737,157	737,223	895,686
Harvest at Upland CFD 2016-1 Area #1	572,835	574,718	576,507	578,353	580,139	914,859	572,469	574,224	575,956	577,579	579,179	733,927
Harvest at Upland CFD 2016-1 Area #2	2,164,312	2,164,319	2,164,326	2,164,333	2,164,340	2,584,269	2,171,730	2,171,737	2,171,744	2,171,751	2,171,758	2,317,768
	478,427	488,285	489,740	491,248	492,711	667,788	495,718	497,171	498,601	499,901	501,175	510,823
Sycamore Hills CFD 2015-1-2	757,752	757,753	757,754	757,756	757,757	1,127,958	762,981	762,982	762,983	762,984	762,985	942,202
Total Restricted Funds	$ 22,115,848	$ 21,956,843	$ 21,960,166	$ 21,963,600	$ 21,966,928	$ 28,791,807	$ 23,664,517	$ 21,975,471	$ 21,978,800	$ 21,981,882	$ 18,586,625	$ 19,732,388

Staff Report

CITY OF UPLAND
"The City of Gracious Living"

DATE: March 23, 2026
TO: MAYOR AND CITY COUNCIL
FROM: MICHAEL BLAY, CITY MANAGER
PREPARED BY: STEPHEN PARKER, ASSISTANT CITY MANAGER
RICHARD JEGANATHAN, INFORMATION TECHNOLOGY MANAGER
SUBJECT: CONSIDER APPROVAL OF AN AMENDMENT TO THE AGREEMENT FOR SOFTWARE UPGRADES TO POLICE DEPARTMENT COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM

RECOMMENDED ACTION:
It is recommended that the City Council: 1) approve an amendment to the System Purchase Agreement for upgrades to the Police Department's Computer Aided Dispatch and Records Management System (CAD/RMS); 2) authorize the City Manager, subject to City Attorney review, to approve non-substantive modifications to the amendment without increasing the City's financial obligations or liability; and 3) appropriate $412,004.25 from the COPS Unreserved Fund Balance to COPS Data Processing Services Account No. 2163201-5254 for the first-year costs of the upgraded CAD/RMS, to be reimbursed from receipt of federal Community Project Funding, subject to federal obligation, receipt, eligibility and applicable grant requirements.

GOAL STATEMENT
The proposed action supports the City's goal of providing safe, efficient and effective law enforcement for the citizens of Upland.

BACKGROUND
Tritech Software Systems, a CentralSquare Technologies Company(CentralSquare) is the current vendor of the Police Department's Computer Aided Dispatch and Records Management System (CAD/RMS) used for basic operations, including dispatching and 9-1-1 services, data collection, workflow, and real-time reporting.

The City applied for and received approval for FY26 Congressional Project Funding (CPF) from Congresswoman Judy Chu in the amount of $1,236,895 to support the costs of upgrading the Police Department's CAD/RMS products. This CPF was appropriated by Congress but funds have not yet been obligated and disbursed to the City by the administering federal agency. Staff anticipates funding will be disbursed by December 2026, and no later than the end of FY27.

ISSUES AND ANALYSIS
CentralSquare provided the Police Department with an option to upgrade both the CAD and RMS products. The solution provided includes a complete migration of CAD/RMS to a cloud-based solution and includes all trainings, data conversions, and other associated costs. A complete migration to a cloud-based solution will provide the following:

- CAD Enterprise
- Mobile Enterprise
- Records Enterprise
- Cloud-based solution
- Resolution of outstanding issues
- Full CJIS compliance
- CIBRS and NIBRS certification
- Maintenance, upgrades, and troubleshooting managed by CentralSquare
- Relieves City IT staff

ENVIRONMENTAL DETERMINATION
The proposed action is not subject to the California Environmental Quality Act (CEQA). Section 15378 of the CEQA Guidelines defines a project subject to CEQA. The proposed action is not included within the definition of a "project" and thus is exempt.

FISCAL IMPACTS
The three-year cost of the upgrade is $1,165,263, broken out as follows: Year 1 $412,004.25, Year 2 $371,064.00, Year 3, $382,195.92. The Year 1 cost includes a $241,130.75 discount, which will expire should the amendment not be executed before March 31, 2026.

The current annual cost of the existing on-site CAD/RMS system is $172,573.94. Therefore, the first-year increase in annual cost for the upgraded system is $239,430.41. The entire 3-year cost of the upgrade is anticipated to be funded through the FY26 CPF received from Congresswoman Chu with no planned impact to the General Fund.

Because CPF funding has not yet been received, first year costs of the upgraded CAD/RMS may be appropriated from the COPS Unreserved Fund Balance to COPS Data Processing Center Account No. 2163201-5254. COPS Fund Balance has sufficient funds available and is a law enforcement funding source generally eligible for technology-related expenditures of this nature. In the event no CPF funding is received, this account currently has sufficient available funds to support project costs, if necessary, subject to City Council appropriation and compliance with applicable funding restrictions.

ALTERNATIVES
Provide alternative direction to staff.

CEQA: Not a Project.

AMENDMENT TO THE SYSTEM PURCHASE AGREEMENT BETWEEN CITY OF UPLAND AND TRITECH SOFTWARE SYSTEMS

This Amendment (this "Amendment") to the System Purchase Agreement, Software Support Agreement, and Subscription Service License & Use Agreement (collectively, "Agreement") entered into by and between TriTech Software Systems ("TriTech"), a CentralSquare Technologies company ("CentralSquare"), and the City of Upland (for the benefit of and use by Upland Police Department) ("Client" or "Customer") with an execution date of April 25, 2017, as amended from time to time including additional purchases is entered into and effective as of the last date of signature below ("Effective Date"). In the event of a conflict or inconsistency between this Amendment and the Agreement, the terms of this Amendment shall control. City of Upland and TriTech may be referenced as each a "Party", and together "Parties".

WHEREAS, Customer entered into the Agreement for an on-premise deployment of TriTech's RMS & CAD products, and associated modules; and
WHEREAS, the Parties mutually agree and desire to switch the on-premise deployment of such products to the cloud version of the software applications.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of the Agreement is hereby extended on an annual basis commencing on the last date of signature on this Amendment, for a total of three (3) years. The Agreement will automatically renew for successive one (1) year terms unless earlier terminated by either party. Either party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the next renewal. Except as otherwise set forth herein, each defined term in the Agreement has the meaning ascribed to that term in the Agreement when the term is used in this Amendment.
2. Amendments to the Agreement. As of the Effective Date, the Agreement is hereby amended or modified as follows:
    a. The items listed in Attachment A, attached to this Amendment, detail the items to be migrated to cloud, the services necessary, and associated costs. The on-premise software being migrated to cloud shall be replaced as applicable and licensed as follows:
        i. Access Grant. So long as subscription fees are paid and current, (unless terminated as provided in the Agreement, Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth. Additional software subscriptions purchased after the execution of this Amendment shall also be accessed in

accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in the Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

ii. Attachment B, Statement of Services is hereby added as an additional document, in its entirety governing the cloud migration project.

iii. Attachment C, Maintenance & Support is hereby added as an additional document that governs the support and maintenance of all software.

iv. Attachment D, Service Level Commitments is hereby is added as an additional document.

3. Limited Effect. Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Agreement to "the Agreement" will mean and be a reference to the Agreement as amended by this Amendment.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

   a. It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Agreement as amended by this Amendment.

   b. The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

   c. This Amendment has been executed and delivered by such Party and constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

5. AI Use & Accuracy. The software provided under this Agreement may include access to artificial intelligence ("AI") features that generate outputs based on inputs. Customer acknowledges and agrees that:

   a. AI-generated outputs may be inaccurate, incomplete, or inappropriate, and should not be relied on as a sole source of truth or decision making;

   b. Users are responsible for reviewing and validating any AI-generated content before using it in any context;

c. A human-in-the-loop (human is actively involved in reviewing, validating, or making decisions based on the output) approach is strongly recommended, and users agree to exercise appropriate judgment and oversight when using the software;
d. TriTech makes no warranties or guarantees regarding the accuracy, reliability, or suitability of AI-generated outputs for any particular purpose;
e. Use of the AI features is at Customer's own risk, and Customer agrees not to use the software in any manner that may cause harm or violate applicable laws or regulations.

6. Miscellaneous. All other terms and conditions of the Agreement not specifically modified by this Amendment shall remain in full force and effect. Should any term in this Amendment conflict with a term in the Agreement, the terms of this Amendment shall control.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS AMENDMENT AS OF THE EFFECTIVE DATE.

TriTech Software Systems	**City of Upland**
1000 Business Center Drive Lake Mary, FL 32746	1499 West 13th Street Upland, CA 91786
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

Attachment A
Software & Services

Quote #: Q-230662

WHAT SOFTWARE IS INCLUDED?

CAL PHOTO INTERFACE

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	CentralSquare Message Switch Additional Provider (OP) Annual Subscription Fee - CAL PHOTO	1	3,200.00	3,200.00

Cal Photo Interface Software Total 3,200.00 USD

CENTERLINE AI

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
2.	Centerline AI Platform Annual Subscription Fee	1	4,000.00	- 4,000.00	0.00
3.	Centerline AI User Annual Subscription Fee	88	350.00	- 30,800.00	0.00

Centerline AI Software Subtotal 34,800.00 USD
Centerline AI Software Discount - 34,800.00 USD
Centerline AI Software Total 0.00 USD

CITIZEN REPORTING

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
4.	Public Safety Citizen Reporting (CAD) Annual Subscription Fee	1	5,000.00	5,000.00
5.	Public Safety Citizen Reporting (RMS) Annual Subscription Fee	1	5,000.00	5,000.00

Citizen Reporting Software Total 10,000.00 USD

CRIMEVIEW

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
6.	CrimeView Analytics: Informative (3 years data) CST System Subscription	1	3,350.00	- 3,350.00	0.00
7.	CrimeView Analytics: Standard (3 years data) CST System Subscription	1	3,125.00	- 3,125.00	0.00

CrimeView Software Subtotal	6,475.00 USD
CrimeView Software Discount	- 6,475.00 USD
CrimeView Software Total	0.00 USD

ENTERPRISE CAD/MOBILE

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
8.	CentralSquare CAD Enterprise Cloud Dispatch Position Annual Subscription Fee	5	5,000.00	- 2,500.00	22,500.00
9.	CentralSquare CAD Enterprise Cloud Mobile Position Annual Subscription Fee	29	700.00	- 2,030.00	18,270.00
10.	CentralSquare CAD Enterprise Cloud Platform Annual Subscription Fee	1	150,000.00	- 15,000.00	135,000.00
11.	Field Ops (CL) Annual Subscription Fee	88	120.00	- 1,056.00	9,504.00

ENTERPRISE CAD/MOBILE Software Subtotal	205,860.00 USD
ENTERPRISE CAD/MOBILE Software Discount	- 20,586.00 USD
ENTERPRISE CAD/MOBILE Software Total	185,274.00 USD

ENTERPRISE RMS

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
12.	CentralSquare Records Enterprise Cloud Officer Annual Subscription Fee	81	800.00	- 6,480.00	58,320.00
13.	CentralSquare Records Enterprise Cloud Platform Annual Subscription Fee	1	120,000.00	- 48,000.00	72,000.00

Enterprise RMS Software Subtotal	184,800.00 USD
Enterprise RMS Software Discount	- 54,480.00 USD
Enterprise RMS Software Total	130,320.00 USD

FIRST TWO

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
14.	CentralSquare FirstTwo (Law Enforcement) Annual Subscription Fee	1	10,800.00	10,800.00

First Two Software Total	10,800.00 USD

INTERFACES

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL

15.	CentralSquare Message Switch Additional Provider (OP) Annual Subscription Fee	1	3,200.00	- 1,280.00	1,920.00
16.	CentralSquare Message Switch Query Builder (OP) Annual Subscription Fee	1	7,700.00	- 3,080.00	4,620.00
17.	Standard Citation Importer Annual Subscription Fee	2	7,650.00	- 6,120.00	9,180.00

Interfaces Software Subtotal	26,200.00 USD
Interfaces Software Discount	- 10,480.00 USD
Interfaces Software Total	15,720.00 USD

UNIFY

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
18.	CAD-to-CAD Unify (Cloud) Annual Subscription Fee	1	15,750.00	15,750.00

Unify Software Total	15,750.00 USD

SOFTWARE SUMMARY

Software Subtotal	497,885.00 USD
Software Discount	- 126,821.00 USD
Software Total	**371,064.00 USD**

WHAT SERVICES ARE INCLUDED?

CAL PHOTO INTERFACE

	DESCRIPTION	TOTAL
1.	Public Safety Project Management Services - Fixed Fee	1,950.00
2.	Public Safety Technical Services - Fixed Fee	9,750.00

Cal Photo Interface Services Subtotal	11,700.00 USD
Cal Photo Interface Services Discount	- 11,700.00 USD
Cal Photo Interface Services Total	0.00 USD

CENTERLINE AI

	DESCRIPTION	TOTAL
3.	Centerline AI Implementation Services - Fixed Fee	1,560.00

Centerline AI Services Subtotal	1,560.00 USD

Centerline AI Services Discount	- 1,560.00 USD
Centerline AI Services Total	0.00 USD

CITIZEN REPORTING

	DESCRIPTION	TOTAL
4.	Public Safety GIS/Analytics Services - Fixed Fee	19,500.00
5.	Public Safety Project Management Services - Fixed Fee	3,900.00

Citizen Reporting Services Subtotal	23,400.00 USD
Citizen Reporting Services Discount	- 3,510.00 USD
Citizen Reporting Services Total	19,890.00 USD

FIRST TWO

	DESCRIPTION	TOTAL
6.	CentralSquare FirstTwo Implementation Services - Fixed Fee	1,560.00

First Two Services Subtotal	1,560.00 USD
First Two Services Discount	- 1,560.00 USD
First Two Services Total	0.00 USD

IMPLEMENTATION

	DESCRIPTION	TOTAL
7.	CAD Enterprise Cloud Migration Services (1-99 CAD Positions) - Fixed Fee	10,000.00
8.	Public Safety Consulting Services - Fixed Fee	29,445.00
9.	Public Safety Project Management Services - Fixed Fee	11,310.00
10.	Public Safety Technical Services - Fixed Fee	26,910.00
11.	Public Safety Travel & Living Expenses Estimate	4,600.00
12.	Records Enterprise Web Cloud Migration Services (1-25,000 Sworn) - Fixed Fee	10,000.00

Implementation Services Subtotal	92,265.00 USD
Implementation Services Discount	- 92,265.00 USD
Implementation Services Total	0.00 USD

UNIFY

	DESCRIPTION	TOTAL
13.	Public Safety Consulting Services - Fixed Fee	7,800.00
14.	Public Safety Project Management Services - Fixed Fee	4,485.00
15.	Public Safety Technical Services - Fixed Fee	9,360.00
16.	Public Safety Training Services - Fixed Fee	3,120.00

Unify Services Subtotal	24,765.00 USD
Unify Services Discount	- 3,714.75 USD
Unify Services Total	21,050.25 USD

SERVICES SUMMARY

Services Subtotal	155,250.00 USD
Services Discount	- 114,309.75 USD
Services Total	**40,940.25 USD**

QUOTE SUMMARY

Software Subtotal	497,885.00 USD
Services Subtotal	155,250.00 USD
Quote Subtotal	653,135.00 USD
Discount	- 241,130.75 USD
Quote Total	**412,004.25 USD**

Net Recurring Fees will increase in the amount of $208,067.43. For products being replaced in this project, this is an estimate based on the client's current recurring fees of $162,996.57. The increase amount may change based on any adjustments to scope or pricing and depending on the final project timeline. Your new renewal estimate is $371,064.00. Any items not being replaced by this order will continue in addition to the renewal estimate listed.

TOTAL RECURRING FEES

TYPE	AMOUNT
TOTAL RECURRING FEES	$371,064.00
CURRENT RECURRING FEES	-$162,996.57
NET RECURRING FEE INCREASE	**$208,067.43**

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

BREAKOUT – 3 YEARS

TERM	AMOUNT
YEAR 1	$412,004.25
YEAR 2	$371,064.00
YEAR 3	$382,195.92*

*Centerline AI fees for Year 3 will be $38,400.00. This amount is *not* included in the Year 3 amounts above, but will be incorporated should Customer elect to keep the application.

Payment Terms:

Subscriptions:

- Annual Subscription Fees are due twelve (12) months after Delivery, and annually thereafter on the anniversary of that payment date.
- Annual Subscription Fees shall increase as follows:
    - Years 1 & 2 = 0%
    - Year 3 = 3%
    - Year 4 onward = 5%

Centerline AI:

Centerline AI is included at no cost for twenty-four (24) months from Delivery. After twenty-four (24) months, Centerline will be at the non-discounted price shown above, due annually on the anniversary of the date of Delivery, subject to the price increase detailed herein.

Services:

Payment Schedule:

	Implementation Services
30%	Due on Effective Date
20%	Due at Project Kickoff
15%	Due at completion of 1st End User Training Session
30%	Due at Go Live
5%	Due at completion of Reliability Period

- If applicable, non-fixed fee professional services shall be due as incurred on a time and materials basis. Non-fixed fee professional services are not included in the percentages outlined in the above Payment Schedule.
- If applicable, non-fixed fee travel expenses shall be due as incurred, invoiced monthly for the travel expenses of the preceding month. Non-fixed fee travel expenses are not included in the percentages outlined in the above Payment Schedule.
- If applicable, Fixed Fee travel expenses are included in the percentages outlined in the above Payment Schedule.

Hardware:

- If applicable, Non-subscription Hardware Fees are due on the Effective Date.

Licenses:

- If applicable, License Fees are due on the Delivery Date.

Support & Maintenance

- If applicable, Support & Maintenance Fees are due annually, starting prior to the first anniversary of the Delivery Date and annually thereafter.
- Annual Software Maintenance Fees shall increase in accordance with the uplift schedule above.
- If applicable, legacy support and maintenance shall be due until the payment date of the replacement subscription software detailed above. Any unused pre-paid support and maintenance shall be credited as a pro-rated amount towards the next applicable subscription software invoice due under this Agreement, or future invoice.

Third Party:

- If applicable, Third-Party Software Fees are due on the Effective Date. Third-Party software subscriptions and/or support fees shall be due annually thereafter on the anniversary of the Effective Date. Third-Party Software fees are subject to increase each year.
- If applicable, Third-Party Services shall be due 50% at Effective Date, 25% at completion of 1st End User Training Session, and 25% at Go Live.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

ANCILLARY FEES

a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

*****Delivery: For cloud-based software Delivery shall be whichever the following applies and occurs first: Customer has (a) received log-in access to the software or any module of the software or (b) received access to the software via a URL.

Attachment B
Statements of Work

(ATTACHED)

Upland Police, CA, CentralSquare On-Premise to Cloud Migration – Enterprise, Q-230662

This Summary of Services describes a standard migration of your on-premise solution to the cloud. CentralSquare is here to ensure that your migration experience is simple, efficient, and empowering. Together, we can make this transition a success and set the stage for a brighter, more innovative future.

Project Scheduling

The Parties agree that a schedule will be provided for services within ***ten days*** from the assigned of a CentralSquare Project Manager.

Change Requests

The Parties may request a change to this Summary of Services, to increase hours or deliverables, through a written request to the CentralSquare Project Manager.

CentralSquare Connectivity to On-Premises Systems

The BeyondTrust and/or SecureLink remote support solutions shall be the method of remote access to on-premises Customer systems and/or data. These solutions meet all requirements contained in the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enables Customer agencies to remain CJIS compliant for the purposes of FBI and/or state regulatory agency audits.

Professional Services

Throughout the course of the project, CentralSquare will perform the following services to ensure a successful migration to the cloud. All services are performed remotely.

Migration to Cloud

The migration process involves backing up the on-premise environment, uploading critical data to the cloud, and deploying the latest software versions in the cloud environment. CentralSquare is responsible for ensuring the cloud environment functions as expected, while the Customer must review and provide feedback on the cloud deployment.

System Installation

Cloud provisioning will be the responsibility of CentralSquare. On-premise hardware provisioning is the responsibility of the Customer. The installation of CentralSquare software on on-premise hardware is the responsibility of CentralSquare.

This implementation will be a combination of cloud and on-premise components.

Cloud Components:

The CentralSquare Cloud Team will provision the CentralSquare software in the cloud. This will entail a planning meeting with the Customer/Network Administrator and other CentralSquare staff (Project Manager, Engineering), configuration of the connection, advising on network communications, and configuring access to the provisioned system.

The administration services of the cloud environment are the responsibility of CentralSquare, including support, operation, and maintenance of the underlying infrastructure. Access to any resources by the Customer will not be allowed except through applications and programmatic connections.

The Customer will be responsible for their side of the connection with CentralSquare maintaining the AWS side.

On-Premise Components:

CentralSquare will provision the current server hardware on premise, as needed, for use of the CentralSquare provided NCIC Interface and CentralSquare's portion of the required interfaces.

The administration services of the on-premise environment is the responsibility of CentralSquare: including support and maintenance of the underlying infrastructure.

On-Premise Reporting Server *If applicable*

CentralSquare will replicate data to an on-premise reporting server. The Customer handles user access control, and CJIS compliance regarding the replicated data.

Geographical Information Services (GIS) *If applicable*

The migration from on-premise to cloud will include the moving of the GIS data.

Interfaces

The standard interfaces and integrations maintained by CentralSquare that are fully operational, and in the production environment, will be enabled to the cloud production environment as part of this project. The ability of the Message Switch\NCIC Server to be hosted in the cloud is a decision made by the State. Should the State not allow this, an on-premise server will be required. Any interface(s) currently under implementation will need to be reviewed with CentralSquare.

The Customer will be responsible for the facilitation of discussions and the acquisition of materials from those third parties that are necessary for the configuration of interfaces. If there are any additional costs from the third parties the Customer is responsible for those costs.

Additional Services, Products and Interfaces

The following additional items are included within this project:

- Items occurring prior to the Migration to Cloud
  - Conversion of the Hybrid Records system to a "WebOnly" system.

- Items occurring during and after the migration to Cloud
  - Installation of CentralSquare Identity and Message Switch
    - See Appendix A for detailed information

- The following workshops are included:
  - CAD Enterprise | Operational Review and Codefile Administration (ORCA) (**OnSite**)
    4 days | 32 hours
  - CAD Enterprise | Response Plan Workshop (Remote)
    2 days | 16 hours
  - Mobile Enterprise | Administration Training (Remote)
    3 days | 24 hours
  - CAD Enterprise | Post Go-Live Optimization and Advance Configuration (**OnSite**)
    3 days | 24 hours

Appendix A – CentralSquare Identity and Message Switch

The project includes the following scope of services:

Phase I:

Discovery call between Agency Personnel, Project Manager, Technical Services and Consultants.

Development of project plan and schedule.

CST Identity Installation:

- Installation Services to install Identity and Message Switch on virtual machines provided by the agency for Production and Test\Training Instances.
- Installation services to integrate Identity with CAD, Records, Message Switch and Mobile
- Technical Services to refresh the Test\Training System from Production

Identity Configuration in Test\Training:

- Configuration in Identity with the Customer including Identity role definitions and populating the user AD spreadsheet for import.
- Identity configuration with the Customer of Agencies, Jurisdictions, Divisions (CAD), Battalions (CAD) and Roles
- Mapping of CAD Functionality Groups and Records Roles to Identity Roles. Linking the role mappings within Identity.
- Active Directory Integration for each Active Directory Domain which is to be integrated with Identity.
- Configuring Identity External Servers (if used)
- User Transfer into Identity based on AD Security Group Associations (if Active Directory is used. Customer to validate AD Groups)
- Linking Users to Identity Roles (based on AD Security Group Associations/or manually within Identity)
- Identity integration with Records
    - Importing\Associating Records Users with Identity Users, and correct Identity role association.
    - May entail manual cleanup of Identity roles after automated process.
- Identity Integration with CAD\Mobile\Browser\Field Ops
    - Importing\Associating CAD Users with Identity Users, and correct Identity role association.
    - May entail manual cleanup of Identity roles after automated process.
    - Mobile form configuration per subagency (if Mobile is used)
- Enabling Identity Forgot Password link (if AD is not used for any or all users)
    - SMTP Configuration
- Testing and troubleshooting Identity authentication and structure.

Training:

- Identity Systems Administration Training class. This will be a remote two (2) hour class.

Phase II:

Identity Configuration in Production:

The production configuration and deployment will duplicate the Test\Training configuration as much as possible with the associated savings in effort due to lessons learned in the initial phase.

- Configuration in Identity with the Customer including Identity role definitions and populating the user AD spreadsheet for import.
- Identity configuration with the Customer of Agencies, Jurisdictions, Divisions (CAD), Battalions (CAD) and Roles
- Mapping of CAD Functionality Groups and Records Roles to Identity Roles. Linking the role mappings within Identity.
- Active Directory Integration for each Active Directory Domain which is to be integrated with Identity.
- Configuring Identity External Servers (if used)
- User Transfer into Identity based on AD Security Group Associations (if Active Directory is used. Customer to validate AD Groups)
- Linking Users to Identity Roles (based on AD Security Group Associations/or manually within Identity)
- Identity integration with Records
    - Records application is NOT configured with the API URL in Identity prod environment until Go Live.
    - Ensure email address is configured for users (non-AD users)
- Identity Integration with CAD\Mobile\Browser\Field Ops
    - Importing\Associating CAD Users with Identity Users, and correct Identity role association.
    - May entail manual cleanup of Identity roles after automated process.
    - Mobile form configuration per subagency (if Mobile is used)
- Enabling Identity Forgot Password link (if AD is not used for any or all users)
    - SMTP Configuration
- Testing and troubleshooting Identity authentication and structure.
- CIM Go Live with Identity, Mobile and Records
    - The Go Live Procedure involves no major system downtime. However, due to the Identity Transfer using automated System generated and calculated Identity Roles, there is Customer-led manual effort involved in validating the user's role assignments post go live. A plan for this would be developed during the Test implementation.
    - All non-Active Directory Users may need to reset the password on first login.
    - Records Go Live Details:
        - Users Advised to Log out of Records.
        - Configure Records application with the appropriate API URL in Identity
        - Integration between Records and Identity enabled in Production.
        - Users will no longer be able to login to records.
        - IIS Reset of Production Website.
        - Importing\Associating Records Users with CIM Users (CIM transfer utility), and correct CIM role association.
            - May entail manual cleanup of CIM roles after automated process.
        - Users will now be able to login (for non-AD users after they do a forgot password action)
        - Users to log out of and log back into Records.
            - There is no change to the login URL – the call to Identity is in the background.
    - CAD Go Live Details:
        - Integration Tool used to complete Browser Integration to redirect Browser.
        - Integration to IH.
        - Restart Event Service, App Service, and the host services. There will be a brief Event Service outage.
        - CentralSquare\customer to verify a login via Identity. dispatchers to log out one by one.
        - CAD users can log out and log in in turn.
    - Mobile Go Live Details
        - Creation of new login.htm file for Mobile clients (removes username and password from the classic login screen).

    - Place new login.htm file in updates folders.
    - Restart Mobile Server (minor mobile outage).
    - Mobile users gradually log out and log in again.
- Post Go Live monitoring and troubleshooting.
- Post Go Live Refresh of Test\Training systems.

Phase III:

Note: Some items can proceed while Phase II is in progress

Message Switch Configuration

- It is advisable to migrate to new Mobile UX prior to the Message Switch Direct Integration, so as to avoid rework on the customer side. The new Mobile UX is available under maintenance. Training on the new UX may be purchased via your Account Manager.
- Migration from Records Check\Proxy to Message Switch in Test\Training (If Test\Training Message Switch present)
    - Build out new forms.
    - Build out PowerLine Commands.
    - Disconnect Proxy in Test (if present).
    - Shut down Proxy in Test (if present).
    - Test forms and PowerLine Commands with Customer.
- Migration from Records Check\Proxy to Message Switch in Production
    - Apply new forms to Production.
    - Apply new PowerLine commands to production.
    - Disconnect Proxy.
    - Shut down Proxy.
    - Test forms and PowerLine Commands with Customer.

Phase IV:

Documentation and hand off

- Document new configurations in CentralSquare secure documentation.
- Document versions in CentralSquare versioning system.
- Hand off meeting between Project Manager, Services staff associated with the project and Customer Support to include CAD and Records Support Teams.

Assumptions

- It is assumed that there are no interfaces which require reconfiguration or development effort to ensure its compatibility with either Identity or Message Switch.
- The standard State Transactions (Message Keys) for the provider will be deployed, and these are detailed in Appendix A. Additional Transactions (Message keys), if supported, will require licensing and services to deploy.
- This effort does not include the recreation of any custom Proxy/Records Check connections, providers, third party systems (other than the State) in the Message Switch. Any custom Providers would need to be developed at additional cost with a Change Order, at CentralSquare's discretion.
- The addition of Message Switch Direct Integration has the installation and CAD integration with CST Identity (Identity) as a pre-requisite.

- Message Switch Direct Integration and Identity will have minimum version requirements for some suite products. CentralSquare will advise on under maintenance upgrades which must take place before integration takes place.
- SMTP Server integration for non-AD logins to allow a change password request requires a login and password to the SMTP server. Anonymous access cannot be used.
- Identity integration with a CAD Web Browser which is publicly accessible will require the use of a fully qualified domain name with a public certificate for the browser and Identity for security purposes.

State of California Default Message Switch Transactions for CLETS

Category	Message Key	Transaction Name
Person	EMP	CLETS Enter Missing Persons
Person	MMP	CLETS Modify Missing Persons
Article	TCAA	Test Clear Property - Group Record
Person	TECA	Test CLETS Enter CDCR Parole Record
Person	TECR	Test CLETS Enter Career Criminal Record
Person	TEFR	Test CLETS Enter Federal Probation Record
Person	TEMH	Test CLETS Enter State Hospital/Mental Health Record
Person	TEPR	Test CLETS Enter County Probation Record
Person	TERC	Test CLETS Enter Post Release Community Supervision Record
Person	TESV	Test CLETS Enter Mandatory Supervision Record
Person	TEYA	Test CLETS Enter DJJ Parole Record
Article	CAA	Clear Property - Group Record
Article	EAA	Enter Property - Group Record
Person	ECA	CLETS Enter CDCR Parole Record
Person	ECR	CLETS Enter Career Criminal Record
Person	EFR	CLETS Enter Federal Probation Record
Person	EMH	CLETS Enter State Hospital/Mental Health Record
Person	EPR	CLETS Enter County Probation Record
Person	ERC	CLETS Enter Post Release Community Supervision Record
Person	ESV	CLETS Enter Mandatory Supervision Record
Person	EYA	CLETS Enter DJJ Parole Record
Gun	TEG	Test Enter Historical Firearm Record
Gun	TEG	Test Enter Evidence And Crime Firearm
Vehicle	BQ	Query Boat Registration
Article	CSS	Serialized Security Clear

Gun	EG	Enter Evidence And Crime Firearm
Gun	EG	Enter Historical Firearm Record
Article	EPN	Enter Non-Serialized Pawn Property
Article	EP	Enter Pawn Property
Person	EGVO	CLETS Enter Gun Violence Restraining Order
Article	ESS	Serialized Security Entry
Article	ES	Single Security Entry
Gun	FQN	Mental Health Firearm Prohibition Inquiry By Number
Gun	FQP	Mental Health Firearm Prohibition Inquiry By Record Number
Person	IN	DMV Query Name Index
Vehicle	IN	DMV Query Vehicle Registration By Owner
Article	LSS	Serialized Security Locate
Article	MSS	Serialized Security Modify
Article	MS	Single Security Modify
Gun	FQA	Mental Health Firearm Prohibition Inquiry By Name
Article	XSS	Serialized Securities Cancel
Article	XS	Single Security Cancel
Article	LS	Single Security Locate
Article	CS	Single Security Clear
Article	QAK	Single Article Inquiry - With Routing Indicator
Article	QAH	Single Article Inquiry - With Pawn Records
Article	QAM	Single Article Inquiry with Mailed Printout
Vehicle	QBK	Boat Inquiry with Routing Indicator
Gun	CG	Clear Firearm
Person	QRP	Query CARPOS Restrained Person
Gun	QPO	Query NCIC Protection Order File
Person	QRRK	Query CARPOS Abbreviated Response
Person	QRRH	Query CARPOS History
Person	QRR1	Query CARPOS Violation Messages
Person	QWK	Wanted Person Inquiry with Routing Indicator
Person	R.QM	Query Missing Person NCIC Only
Gun	R.QG	Gun Inquiry NCIC Only
Vehicle	R.QB	Boat Inquiry NCIC Only

Gun	QGMX	Gun Inquiry with Mailed Printout Exact Spelling
Gun	QGM	Gun Inquiry with Mailed Printout
Gun	QGK	Gun Inquiry with Routing Indicator
Person	QWA	Wanted Person Inquiry Abbreviated Response
Article	TCA	Test Clear Property - Single Record
Vehicle	TCBA	Test CLETS Clear Boat with AID
Vehicle	TCB	Test CLETS Clear Boat
Vehicle	TCVA	Test CLETS Clear Vehicle with AID
Vehicle	TCV	Test CLETS Clear Vehicle
Article	TEA	Test Enter Property
Gun	TEG	Test Enter Law Enforcement Firearm
Person	TEMP	Test CLETS Enter Missing Persons
Person	YRWP	CLETS Hit Confirmation Response For Wanted Person
Vehicle	YRSV	CLETS Hit Confirmation Response For Stolen Or Felony Vehicle
Vehicle	YRSP	CLETS Hit Confirmation Response For Stolen Part
Vehicle	YRSL	CLETS Hit Confirmation Response For Stolen License Plate
Gun	YRSG	CLETS Hit Confirmation Response For Stolen Gun
Vehicle	YRSB	CLETS Hit Confirmation Response For Stolen Boat
Article	YRSA	CLETS Hit Confirmation Response For Stolen Article
Person	YRMP	CLETS Hit Confirmation Response For Missing Person
Vehicle	YQSP	CLETS Hit Confirmation Request For Stolen Part
Gun	YQSG	CLETS Hit Confirmation Request For Stolen Gun
Vehicle	YQSL	CLETS Hit Confirmation Request For Stolen License Plate
Person	YQWP	CLETS Hit Confirmation Request For Wanted Person
Vehicle	YQSV	CLETS Hit Confirmation Request For Stolen Or Felony Vehicle
Vehicle	YQSB	CLETS Hit Confirmation Request For Stolen Boat
Article	YQSA	CLETS Hit Confirmation Request For Stolen Article
Person	YQMP	CLETS Hit Confirmation Request For Missing Person
Vehicle	TEVPR	Test CLETS Enter Vehicle Part Stolen
Person	TEWR	Test CLETS Enter Wanted Person Warrant Issued
Article	TLAA	Test CLETS Locate Property with AID
Article	TLA	Test CLETS Locate Property
Vehicle	TLBA	Test CLETS Locate Boat with AID

Vehicle	TLB	Test CLETS Locate Boat
Gun	TLG	Test CLETS Locate Firearm
Person	TLMP	Test CLETS Locate Missing Person
Article	TMAA	Test CLETS Modify Property With AID
Article	TMA	Test CLETS Modify Property
Gun	TMG	Test Modify Firearm
Person	TMMSD	Test CLETS Modify Missing Person Suspect Description
Article	TQAB	Test Single Article Inquiry - All Records
Article	TQAN	Test Single Article Inquiry By Name
Article	TQA	Test Single Article Inquiry
Vehicle	TQB	Test QB - Boat Inquiry
Person	TQHA	Test CLETS Query Criminal History By Alpha
Person	TQHC	Test CLETS Query Criminal History By CII
Person	TQHN	Test CLETS Query Criminal History By Number
Person	TQM	Test CLETS Query Missing Person
Person	TQRR	Test Query CARPOS Full Response
Article	TQS	Test Single Security Inquiry
Vehicle	TQV	Test CLETS Stolen or Felony Vehicle Inquiry
Article	TRLAA	Test CLETS Locate Property NCIC With Modifier
Article	TRLA	Test CLETS Locate Property NCIC
Vehicle	TRLB	Test CLETS Locate Boat NCIC
Gun	TRLG	Test CLETS Locate Firearm NCIC Only
Vehicle	TRLL	Test CLETS Locate License Plate NCIC
Person	TRLM	Test CLETS Locate Missing Person NCIC Only
Gun	TXG	Test CLETS Cancel Firearm
Person	EUP	Unidentified Person Entry
Vehicle	CBA	CLETS Clear Boat with AID
Vehicle	CVA	CLETS Clear Vehicle with AID
AdminOther		Free Form Clets Transaction
Article	LAA	Locate Property - Group Record
Vehicle	LBA	CLETS Locate Boat with AID
Person	QW	Wanted Person Inquiry
Vehicle	R.QV	Stolen or Felony Vehicle Inquiry NCIC Only

Article	MAA	Modify Property - Group Record
Article	CA	Clear Property - Single Record
Vehicle	CB	CLETS Clear Boat
Vehicle	CV	Clear Vehicle
Article	EA	Enter Property - Single Record
AdminOther	E	CLETS Emergency Administrative Message
Gun	EG	Enter Law Enforcement Firearm
Vehicle	EVPR	CLETS Enter Vehicle Part Stolen
Person	EWR	Enter Wanted Person
Person	IN	DMV Query Drivers License By Name
Person	ID	DMV Query Drivers License By Number
Vehicle	IV	DMV Query Vehicle Registration
Article	LA	Locate Property - Single Record
Vehicle	LB	CLETS Locate Boat
Person	LCA	Supervised Release File Contact Message
Gun	LG	CLETS Locate Firearm
Person	LMP	CLETS Locate Missing Person
Person	MMSD	CLETS Modify Missing Person Suspect Description
Person	MWR	Modify Wanted Person
Article	QAN	Single Article Inquiry By Name
Person	QAR	SRF Individual Record Inquiry - Arson Registrant
Article	QA	Single Article Inquiry
Person	QCA	SRF Individual Record Inquiry - CDC Parole
Person	QCR	SRF Individual Record Inquiry - Career Criminal
Person	QFR	SRF Individual Record Inquiry - Federal Probation
Gun	QGHX	Gun Inquiry with History Exact Spelling
Gun	QG	Gun Inquiry
Person	QHA	CLETS Query Criminal History By Alpha
Person	QHC	CLETS Query Criminal History By CII
Person	QHN	CLETS Query Criminal History By Number
Person	QPR	SRF Individual Record Inquiry - County Probation
Person	QRR	Query CARPOS Full Response
Person	QSR	SRF Individual Record Inquiry - Sex Registrant

Article	QS	Single Security Inquiry
Person	QVCK	SRF Inquiry - Abbreviated Response
Person	QYA	SRF Individual Record Inquiry - CYA Parole
Article	R.LAA	NCIC Locate Property - Group Record
Article	MA	Modify Property - Single Record
Gun	MG	Modify Firearm
AdminOther	N	CLETS Administrative Message
Article	QAB	Single Article Inquiry - All Records
Vehicle	QB	Boat Inquiry
Gun	QGB	Gun Inquiry with LE and History
Person	QM	CLETS Query Missing Person
Person	QVC	SRF Inquiry - Full Response
Vehicle	QV	Stolen or Felony Vehicle Inquiry
Article	R.LA	NCIC Locate Property - Single Record
Vehicle	R.LB	CLETS Locate Boat NCIC
Gun	R.LG	CLETS Locate Firearm NCIC Only
Vehicle	R.LL	CLETS Locate License Plate NCIC
Person	R.LM	CLETS Locate Missing Person NCIC Only
Gun	XG	CLETS Cancel Firearm
Person	R.QR	Full III Criminal History Record Inquiry
Person	KQ	NLETS Driver History Query
Vehicle	GQ	Query Aircraft Registration
Person	DQ	NLETS Driver Record Query
Person	DNQ	NLETS Driver History Query By Name Only
Person	UQ	NLETS Canadian Driver Record Query
Person	WQ	NLETS Canadian Person File Query
Vehicle	RNQ	NLETS Vehicle Registration Query By Name Only
Vehicle	RQ	NLETS Vehicle Registration Query
Vehicle	RQG	NLETS Regional Vehicle Registration Query
Vehicle	SQ	NLETS Snowmobile Registration Query
Vehicle	XQ	NLETS Canadian Vehicle Registration Query
Vehicle	VQ	NLETS Canadian Vehicle File Query
Vehicle	MQ	Hazardous Materials Query

AdminOther	TQ	ORION File Query
Person	IQ	NLETS Criminal History Identity Query
Person	FQ	NLETS Full Criminal History Query
AdminOther	LEOFA	Law Enforcement Officer Flying Armed NLETS Message
AdminOther		Free Form NLETS Transaction
AdminOther		Free Form NCIC Transaction
Person	YQMP	NLETS Hit Confirmation Request For Missing Person
Person	YQPO	NLETS Hit Confirmation Request For Protective Order
Article	YQSA	NLETS Hit Confirmation Request For Stolen Article
Vehicle	YQSB	NLETS Hit Confirmation Request For Stolen Boat
Vehicle	YQSL	NLETS Hit Confirmation Request For Stolen License Plate
Vehicle	YQSP	NLETS Hit Confirmation Request For Stolen Part
Vehicle	YQSV	NLETS Hit Confirmation Request For Stolen Or Felony Vehicle
Person	YQWP	NLETS Hit Confirmation Request For Wanted Person
Article	YRSA	NLETS Hit Confirmation Response For Stolen Article
Vehicle	YRSB	NLETS Hit Confirmation Response For Stolen Boat
Gun	YRSG	NLETS Hit Confirmation Response For Stolen Gun
Vehicle	YRSL	NLETS Hit Confirmation Response For Stolen License Plate
Vehicle	YRSP	NLETS Hit Confirmation Response For Stolen Part
Vehicle	YRSV	NLETS Hit Confirmation Response For Stolen Or Felony Vehicle
Person	YRWP	NLETS Hit Confirmation Response For Wanted Person

Upland Police, CA, Citizen Reporting (P2C) for CAD and Records, Q-230862

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not detailed requirements or designs of solution.

Project Scheduling

Parties agree a schedule will be provided for services within ***sixty days*** from the execution of the applicable quote.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Project Management, Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors engaged in the context of standard or custom interfaces, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.

Business Hours

All project services will be performed during normal business hours, defined as 8:00-5:00 PM Eastern Time.
If Client desires to perform the services outside of these hours, additional fees will apply.

CentralSquare Connectivity to On-Premises Systems

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to on-premises customer systems and/or data. These solutions meet all requirements as contained in the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

In addition to the above, the PSJ ProSuite application utilizes SSH connectivity to maintain a persistent connection to the appliance/s. The 911 application utilizes Kaseya for application and/or support needs. These solutions are only utilized for these specific applications in addition to Bomgar and/or SecureLink.

Services Scope of Project – P2C for Records

The project includes the following scope of services.

The Police-to-Citizen for Records implementation begins when the Incident Module configuration has been completed and the overall Records build is approximately 75% complete. When the build has been completed and functionality verified, the module will allow citizens the ability to perform simple searches, download reports, and submit non-emergency incidents.

CentralSquare will conduct working sessions with Client to determine the proper configuration settings for the module, as well as the functionality associated with Incident reports submitted by Citizens via the Portal. This will include building code tables, picklists, system settings and assignment of security permissions.

Training will be provided for Administrative and End Users.

Administrative training should be attended by those responsible for maintaining user information and code tables, as well as by subject matter experts for the specific application area.

End User training focuses on processes and tools within the applications for productive use of the system and include data entry, searching, sorting, filtering, editing and printing reports, accepting, rejecting and deleting reports, and general application navigation.

Services Scope of Project – P2C for CAD

The project includes the following scope of services.

The Police-to-Citizen for CAD implementation begins when CAD configuration has been completed and the overall functionality is approximately 75% complete. When the build has been completed and functionality verified, the module will allow citizens the ability to perform simple searches, download reports, and submit non-emergency incidents.

CentralSquare will conduct working sessions with Client to determine the proper configuration settings for the module, as well as the functionality associated with Incident reports submitted by Citizens via the Portal. This will include building code tables, picklists, system settings and assignment of security permissions.

Training will be provided for Administrative and End Users.

Administrative training should be attended by those responsible for maintaining user information and code tables, as well as by subject matter experts for the specific application area.

End User training focuses on processes and tools within the applications for productive use of the system and include data entry, searching, sorting, filtering, editing and printing reports, accepting, rejecting and deleting reports, and general application navigation.

Upland Police, CA, CrimeView Analytics, Q-230862

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not detailed requirements or designs of solution.

Project Scheduling

Parties agree a schedule will be provided for services within ***sixty days*** from the execution of the applicable quote.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Project Management, Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors engaged in the context of standard or custom interfaces, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.

Business Hours

All project services will be performed during normal business hours, defined as 8:00-5:00 PM Eastern Time.
If Client desires to perform the services outside of these hours, additional fees will apply.

CentralSquare Connectivity to On-Premises Systems

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to on-premises Customer systems and/or data. These solutions meet all requirements as contained in the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable Customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

In addition to the above, the PSJ ProSuite application utilizes SSH connectivity to maintain a persistent connection to the appliance/s. The 911 application utilizes Kaseya for application and/or support needs. These solutions are only utilized for these specific applications in addition to Bomgar and/or SecureLink.

Services Scope of Project

The project includes the following scope of services:

Crimeview Analytics

- **Discovery / Kickoff Call**
  - This call will include Agency Personnel, Project Manager, Technical Services and Consultants.
- **Development of project plan and schedule**
- **Project Preparation**
  - Collection of GIS data and, where applicable, database connection details from client

- **Application Installation**
  - Data extraction tool install

- **CrimeView Configuration**
  - Data extraction tool and cloud user account configuration
  - Extraction of code tables from source CAD, RMS, and/or other system(s)
  - Mapping of client code values to standard code categories
  - Configuration of SQL queries, ETL, and schedule for the data extraction tool
  - Testing of data extraction to the cloud. Review and revision as necessary
  - GIS data Load
  - Configuration of the CrimeView Analytics application: agency, code translations, field aliasing, GIS layers, map layers, etc.
  - Application data import. Review and revision as necessary
  - Review of basic application and data presentation
  - Historical data load
  - Setup of client administrator users
  - Loading and updating standard dashboard templates

- **Training**
  - Provision of training videos
  - Administrator Content Review and Q&A (up to 4 hours)

- **Iterative Testing, Review, and Consultation**
  Starting after the first training session and completing after the final training session, the CentralSquare GIS/Analytics Specialist will support client testing, make in-scope revisions to the data extraction and application configuration as requested/needed, and provide consultation to the product administrators.
  - Support of client testing and review
  - Consultation on creation of client content to meet analytics needs
  - Revision of data extraction and application configuration

CrimeView Training

- **CrimeView Analytics Administrator / Designer Training**
  2 sessions – 5 hours total

  - Session 1 – End user functional training to introduce the agency's power users to the application and data structure. This session also covers user administration for the system.

  - Session 2 – Designer training to teach the designated "designer" (power) users how to create, modify, and organize dashboards, widgets, tables, and alerts.

- **CrimeView Analytics End User / Train the Trainer Training**
  1 class – 2 hours total

  - 2-hour training session introduces end users and/or trainers to the system functionality, data, and organization. Attendees will learn how to log in, navigate the application, interact with and download content, filter data, and set up alerts.

Upland Police, CA, Enterprise Message Switch, Adding CalPhoto Provider, Q-230662

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not detailed requirements or designs of solution.

Project Scheduling

Parties agree a schedule will be provided for services within ***sixty days*** from the execution of the applicable quote.

Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Project Management, Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.

CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors engaged in the context of standard or custom interfaces, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.

Business Hours

All project services will be performed during normal business hours, defined as 8:00-5:00 PM Local Time.
If Customer desires to perform the services outside of these hours, additional fees will apply.

CentralSquare Connectivity to On-Premises Systems

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to on-premises Customer systems and/or data. These solutions meet all requirements as contained in the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable Customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

Statement on Ongoing Maintenance

CentralSquare's ongoing subscription\maintenance cost is for the support of the Provider and Transactions within the Message Switch. Network connectivity to the source, permissions on the source, performance of the source and the network and SQL or API troubleshooting on the source are the responsibility of the Customer. Changes to the source SQL schema, API or method of transmission are not supported and would require an additional engagement to customize the Provider and\or Transactions.

Services Scope of Project

The project includes the following scope of services.

CentralSquare will install and configure One (1) Message Switch Additional Provider, as detailed below:

Provider	California.CalPhoto
Type	State
Transactions	CalPhoto

Description	Name of the initial query that is used is ran against CalPhoto and pulls back image

Transactions and query/responses and are assumed to have one level of depth to the return (return results do not have result nesting and/or clickable links to run further queries on a source to expand the return).

Note: No Engineering changes to Message Switch are included.

Roles and Responsibilities

CentralSquare:

- CentralSquare to configure the Transaction within the Message Switch.
- CentralSquare will work with the Customer on testing.
- While not the explicit responsibility of CentralSquare to work directly with third parties on behalf of the Customer, CentralSquare may aid the Customer to facilitate the communication with third parties where a partnership exists: this includes working with other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be integrated.

Customer:

- Customer will share with CentralSquare the planning and tasks of creating the Provider with all third parties.
- Customer will act as the primary point of contact with third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which CentralSquare products are to be Provided/integrated.
- Customer will be responsible for maintaining network connectivity between the Message Switch Server(s) and any Provider end point.
- Customer will provide a point of contact for each Provider source with knowledge and experience of the workflow and\or data.
- Customer is responsible for validating all data transferred via the Provider.
- Customer will Participate in testing.
- Customer will Sign off on the completed Transaction.

CENTRALSQUARE®

STATEMENT OF WORK

UNIFY | CLOUD

Upland Police, CA

Version 1.0

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Document Control

Date	Version	Details/Changes	Author
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1. CENTRALSQUARE UNIFY

1.1. Statement of Work

This Statement of Work (SOW) defines the services and deliverables that CentralSquare will be providing in accordance with the terms and conditions of the Agreement (the "Agreement") between CentralSquare Technologies, LLC (CentralSquare) and the Upland Police, CA ("Customer").

This project description includes the services and deliverables specified by the Agreement, including if applicable, CentralSquare and services, Subcontractor activities, third-party products, and services for the implementation of the System specified in the Agreement (collectively the "Project").

Where dependencies exist between the Customer and other participating agency members of the CentralSquare Unify implementation, the Customer will facilitate involvement of its members to achieve the deliverables of this SOW.

Statement(s) of Work for applicable CentralSquare Subcontractor(s) are presented in Appendix E – Subcontractor Statement(s) of Work.

The framework of Deliverables documented by this SOW for this Project is further defined through additional documents such as: Operational Scenario Documents (OSD) and the CAD-to-CAD Hub Administrator's Guide.

The number and type of software licenses, products, or services provided by CentralSquare, or its Subcontractors are specifically listed in the Agreement and any reference within this document as well as Subcontractors' SOWs (if applicable) do not imply or convey a software, license, or services that are not explicitly listed in the Agreement.

1.1. Project Implementation Definitions

Unless otherwise defined herein, capitalized terms within this document have the meanings described in the Definitions section of the Agreement and where applicable Software Support Agreement.

The following terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

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a) API is an acronym for Application Programing Interface. An API is a connection between computers or between computer programs. It is a type of software interface, offering a service to other pieces of software. A document or standard that describes how to build or use such a connection or interface is called an API specification. A computer system that meets this standard is said to implement or expose an API. The term API may refer either to the specification or to the implementation.

b) Agency means any public safety organization responsible for services within Customer's physical boundaries.

c) Agency Administrator is utilized in the CAD-to-CAD requirements to mean the administrator for a particular agency which has assigned rights to the CAD-to-CAD administrative access.

d) CAD Provider means the 3rd party CAD Vendor that will be developing the adapter to connect their CAD to the hub.

e) CAD-to-CAD or CAD2CAD is a term used for CAD integrations to another CAD.

f) CentralSquare Unify Hub is CentralSquare's solution which can be referred to as "the Hub".

g) CAD-to-CAD Portal is an application that connects to the CentralSquare Unify Hub via a thick client. The CentralSquare Unify Portal provides but is not limited to, a view of real-time CAD events for all connected CAD systems, access to administer the configuration of the CentralSquare Unify Hub (based on user roles), and access to detailed diagnostics for troubleshooting. The CentralSquare Unify Portal also has a GIS map feature that provides a visual reference for the location of events and vehicles.

h) Change Management Process is a series of actions or steps taken to achieve individual, team, or organizational change.

i) CJIS Security Policy means the Federal Bureau of Investigations Criminal Justice Information System Security Policy. The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of criminal justice information (CJI), whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI.

j) Change Order will be the vehicle for communicating and approving a change in project scope.

k) Cloud means a remote hosted server infrastructure.

l) Codefiles are the component fields within each product that define the data to be contained within each table.

m) Connector also referred to as CAD Adapter is an interface to be installed at an Agency that connects the Agency's CAD to the CentralSquare Unify Hub.

n) COTS means "Commercial Off the Shelf" software packages provided by CentralSquare.

o) Functional Acceptance Test (FAT) is a test of specific functionality of the CentralSquare Unify solution.

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p) Go-Live means the event that occurs when Customer first uses the CentralSquare Unify solution for Live Operations in a non-test environment.

q) GIS is an acronym for Geographic Information System, which is a system for storing and manipulating geographical information on a computer.

r) Modification means changes or additions to Software from the standard version thereof prepared hereunder. The Modifications, if applicable, are described in SOW, Appendix A – Contracted Modifications to Standard CentralSquare Products. The CentralSquare Software is not custom software, and as such, at CentralSquare's discretion Modifications or enhancements to the standard version will be made available in a subsequent version release available to all CentralSquare Customer's; or as applicable, made available as a separate module or function, separately licensed and priced.

s) The Operational Scenario Document (OSD) provides an operational description of an interface, capability, or feature within the applicable CentralSquare solution.

t) Project collectively includes the services and deliverables specified by the Agreement, including if applicable, CentralSquare services, Subcontractor activities, third-party products, and services for the implementation of the System and Subsystems specified in the Agreement.

u) Project Management Plan means collectively the Communications Management Plan; Risk Management Plan; and Change Management Plan that provide the criteria for managing those tasks within the Project.

v) Project Schedule means the schedule providing dates and timeframes for completion of tasks and Deliverables during this Project. The Project Schedule is subject to change at the mutual agreement of CentralSquare and Customer as further described in this SOW.

w) SDK is the Software Development Kit that is provided to 3rd party CAD Vendors to develop the middleware (or adapter) that connects their CAD to the hub.

x) SME is an acronym for subject matter expert, an individual with a deep understanding of a particular topic.

y) Solution is the total complement of Licensed Software, Services, customizations, all other items, tangible and intangible, designed to operate as an integrated group to provide the functionality outlined in the Scope of Services.

z) System means the CentralSquare Unify, Notify, or Aware solutions.

aa) Task Completion Reports (TCR) is a formal document presented to the Customer that acknowledges completion of a major task or event.

bb) Third-Party Software or Systems are software and systems that are proprietary to a Third-Party, not CentralSquare, which may be used for the purposes of providing services or deliverables.

cc) Work Hours:

a. Business hours are defined as Monday – Friday, 8:00am - 5:00pm local time.

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b. Training hours are defined as:

   i. Remote Training: Monday - Friday, between 8:00am – 5:00pm as determined by the Customer's time zone based on the actual duration of the class.

   ii. Onsite Training: Tuesday – Friday, between 7:00am – 10:00pm as determined by the Customer's time zone based on the actual duration of the class.

c. Alternate training schedules (e.g., Monday class starts for classes that would normally start on a Tuesday, multiple classes per day, evening, and weekend classes) are subject to additional cost.

1.2. Project Exclusions

CentralSquare provides software applications that it develops. These applications are sold as is and are "Commercial Off the Shelf" (COTS) software packages. The functionality of these products will be based on CentralSquare's current design and functionality of these COTS products, unless otherwise indicated in the Agreement.

a) Work, software, services, hardware, Systems, product/software modifications, or any other deliverables not explicitly stated in the Agreement will not be included in the Project.

b) Any modification to CentralSquare standard products or customizations to such products that are not explicitly stated in the Agreement are excluded from the scope of this Project.

c) Changes in scope will only be executed through a mutually agreed upon Change Management Process, as described in the Project Management Plan.

d) CentralSquare is not responsible for the deficiencies in Customer's internal or contracted network to support the CentralSquare Unify system.

e) CentralSquare is not responsible for the deficiencies in Customer's network.

f) CentralSquare is not responsible for the removal of the old (legacy) equipment, hardware, furniture, consoles, cabling, as part of the Project implementation unless specifically stated in the Agreement and this SOW.

g) This project does not include creation or modification of GIS data by CentralSquare staff.

h) CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.

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2. PROJECT DELIVERABLES

2.1. Overview of Project Deliverables

This project will provide a combination of software and services that comprise the overall System for use by Customer's Public Safety Organization(s). The Agreement specifies the user and software licenses included in this Project by the quantity and environment in which licensed.

Project Management services per the Agreement and in accordance with the approved plan outlined in SOW, Section 6 - Project Execution, and corresponding schedule for project.

All installation and configuration activities, as well as upgrades for this project will be performed remotely.

Implementation of different components of the System is performed in a series of interrelated processes. Some processes can be performed concurrently while others are sequential in nature. CentralSquare has implemented process gates to ensure completion of tasks in the optimal order before a subsequent activity begins.

The only reference for the number and type of software licenses is the Agreement. Any reference within this document to services associated with a specific software product does not imply or convey a software license for products that are not listed in the Agreement.

All project services will be performed during normal business hours, defined as Monday – Friday, 8:00am - 5:00pm local time. If Customer desires to perform the services outside of these hours, additional fees will apply.

2.2. Standard CentralSquare Deliverables

The functionality provided by Standard CentralSquare Products is defined by CentralSquare Standard documentation such as: Operational Scenario Documents (OSD) and the CAD-to-CAD Hub Administrator's Guide. These documents are standard, published CentralSquare documents, and are not specific to the Customer.

Standard CentralSquare Software to be delivered through this Project is identified as software licenses in the Agreement. The functionality provided by specified Standard CentralSquare Software is defined by CentralSquare OSDs or other documents.

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2.3. Contracted Modifications to Standard CentralSquare Products

Any Modifications to Standard CentralSquare Products that are to be delivered through this Project are listed in the Agreement. The functional scope of any Modification procured through the Agreement will be summarized in this Statement of Work and defined by an OSD for all items listed under Appendix A - Contracted Modifications to Standard CentralSquare Products. All modifications or enhancements that are not explicitly listed in the Agreement are not within the scope of this Project.

Any Modification to the functionality of Standard CentralSquare products or interfaces, outside the scope of the Agreement, within the System, shall follow the Change Management Process as described in SOW, Section 4.2 - Change Management Process.

Any post-approval changes to the requirements documented in the System OSDs or other documents are subject to a formal Change Order.

Note: All enhancements and modifications to any of CentralSquare's Standard products will only be released with a major version of the applicable system based upon the relevance and dependency to these products.

Note: Software versioning is the process of assigning either unique version names or unique version numbers to unique states of computer software while a service pack or patch is a piece of software designed to fix problems with or update a computer program or its supporting data. This includes fixing security vulnerabilities and other bugs.

2.4. CentralSquare Unify Overview

The CentralSquare Unify Hub (or simply the "Hub") provides intelligent options for sharing data between disparate CAD systems including call and unit information. Use of the Hub as a CAD-to-CAD solution reduces the use of phone calls and radio traffic while reducing response times and increasing information accuracy. The following documentation provides scope, processes, and deliverables necessary to implement a successful Unify system.

The CentralSquare Unify package provides the deepest system integration by interfacing bi-directionally to and from the connecting system. This allows users to send and receive incident and unit data to and from the Hub using their existing CAD. The Unify product package also

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provides user access to the Hub Portal Incident Viewer and Hub Notifications typically associated with the Aware and Notify product packages.

The customization efforts involved when integrating the Adapters and interfaces with the CentralSquare Unify Hub include several risks, the outcome of which are not completely certain until implementation and testing is complete. Based upon the differences of each CAD system, an agency may use different methods of sharing incidents and exchanging information through their connection to the Hub. Thus, actual functionality can vary widely by agency, even for those using the same make of CAD system. Accordingly, each agency is treated as a separate integration with inherent risks associated with configuration efforts. CentralSquare will work with the Customer to identify, track and mitigate risks associated with this project.

2.5. Solution Overview

Customer will be connected to the California State Hub, which is a CentralSquare owned Hub in the AWS Cloud using the method noted below.

- Unify: Bi-directional solution enables sharing of incidents, unit updates, and unit locations.
- Portal Access only (for situational awareness and is included with Unify).

A table outlining each participating agency that is included in this contract will be noted in SOW, Section 2.6 - Deliverable System Connections on CentralSquare Unify Hub. CentralSquare will work with the Customer to develop a mutually agreed upon schedule for the deployment and Go-Live of the CentralSquare Unify solution at the Customer's site.

An interim solution is available for the participating agencies that are waiting for the development of the CAD Adapter connection. Portal access is included to view real-time CAD events as well as resource sharing requests. Agencies would also be able to receive and respond to requests in the Portal.

Note: As a prerequisite, CAD Enterprise must be on version 23.1.5.6 or newer.

2.6. Deliverable System Connections on CentralSquare Unify Hub

CentralSquare will provide the Customer with the following system connections as indicated in the below table.

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This project includes connecting to the California State Hub, which is a CentralSquare owned Hub in the AWS Cloud.

Adapter Status Definitions:

- Development needed by CAD provider: The CAD Vendor does not have an Adapter available and development work is required. The CAD Vendor must also complete the certification process with CentralSquare before the Adapter is available for deployment.
- Functional testing in process with CAD provider: CentralSquare is working with the CAD Vendor to test the Adapter and upon completion of successful testing, the Adapter will be available for deployment.
- Adapter Available for deployment: The development work by the CAD Vendor and the functional testing process with CentralSquare have been completed. The Adapter is available for deployment.

#	Agency	Vendor	Connection Type	Product Package	Adapter Status
1	Upland Police, CA	CAD Enterprise (5 seats)	Bi-directional	Unify	Available for deployment

2.7. Modifications

No CentralSquare modifications are included outside of standard functionality described within this SOW, unless noted in Appendix A – Contracted Modifications to Standard CentralSquare Products.

2.8. CentralSquare Unify Customer Deliverables

In order to expedite the project implementation timeline and maximize the benefit of the product, the Customer agrees to the following:

2.8.1. External System Adapters

The Customer and participating agencies are expected to contract directly with their CAD system provider for all licensing, professional services and ongoing maintenance related to the respective Adapter to their CAD system. The licensing and implementation costs of this

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Adapter are not included in the associated Agreement and are to be borne separately by the Customer and participating agencies. It is the responsibility of the Customer and participating agencies to finalize all contract arrangements with the external system providers before CentralSquare begins work on the associated Agreement.

2.8.2. Regional Governance

The Customer will designate an administrative sponsor (and/or agency representatives) to address policy decisions with partners related to this project as well as to support ongoing sustainability of the delivered system. Governance representatives from each agency form the region's governance body. This governance body must be identified early in the project in order to mitigate the risk of project delays due to policy decisions that may need to be addressed.

2.8.3. Testing Coordination

It is difficult to predict the time needed to accomplish sufficient testing because of a number of unknown factors (for example: readiness of technology partners, well defined Customer goals, consistent participation of testers). Since the Customer has a uniquely positioned relationship with all participating technology providers, it is the Customer Project Manager's responsibility to coordinate all testing sessions for this project. CentralSquare will provide guidance and direction for the needed testing sessions during the appropriate stages of the project.

2.8.4. Subject Matter Experts (SME)

The Customer will ensure that personnel are assigned to serve as the Subject Matter Experts (SME) that will provide input and feedback throughout this project. Ideally, this will be a CAD Administrator and one or more Dispatchers with a detailed understanding of the daily operations of the dispatch center. Members of this group should remain consistent throughout the project. The SMEs will be required to attend scheduled meetings and work sessions with CentralSquare and the Project Manager. Responsibilities include but are not limited to:

a) Documenting common incident-sharing scenarios and business processes.
b) Providing lists of units, codes, and descriptions.
c) Mapping units and codes to the common code set in the CAD-to-CAD Hub.
d) Assistance in the development of the collaborative documentation.
e) Assistance during testing and troubleshooting.

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2.8.5. Network Connections

The Customer and participating agencies are responsible for establishing a secure connection between the CAD-to-CAD Hub and the connected CAD systems including:

a) Establishing a high-speed network connection.
b) Establishing network security.
c) Configuring firewalls and ports.
d) The Customer and participating agencies will identify and provide a CAD Administrator that can login to test CAD systems and work jointly with CentralSquare and the Provider on any project related network connection items.

Note: CentralSquare recommends a high-speed internet connection greater than 10 MBps bi-directional. To improve reliability, it is recommended for the Customer to have a second redundant internet connection that uses a different ISP provider (utilizing a different trunk line) available for failover of the primary Internet connection. Equipment required to connect the redundant ISP provider is the responsibility of the Customer. All connections to the Hub require IP whitelisting for an additional level of security.

Note: The connection recommendation between the Customer site and the Hub is established using a dedicated VPN appliance. In addition to the VPN option, Customers can also uses Tunnel which is a soft VPN. This option requires that the Customer maintain a security certificate.

2.8.6. Memorandum of Understanding

The Customer is responsible for obtaining any agreements necessary for the sharing of CAD data from, and with, all participating CAD systems as required by each agency's policy.

2.8.7. Agency Specific Training

CentralSquare will provide training related to the Hub Portal console and administrator user training. All training related directly to dispatch operations will be conducted by the Customer.

2.8.8. Test Environment

The Customer is responsible for providing a Test CAD environment including the installation of CAD interface and API that adequately mirrors the agency's Production CAD environment, with associated test data that is capable of interfacing with CAD-to-CAD

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Hub. The Test environment will connect to the same server cluster as the Production environment.

a) Failure to provide a complete Test environment, as described herein, will introduce overhead, will require additional testing and implementation effort outside the scope of this SOW, and will be priced accordingly and managed through the Change Order process.

2.8.9. Remotely Accessible Test CAD Console

The Customer will need to identify and provide a CAD Administrator that can login to a test CAD console, which can be used for testing with the Hub for each CAD system. The CAD Administrator will be accessible to CentralSquare personnel during normal business hours and must have login credentials that can add and modify incidents in order to conduct End-to-End Testing. The test CAD console should be configured to match the Production system.

a) The test CAD console allows CentralSquare personnel to rapidly implement and test functionality as needed while limiting the involvement of agency personnel until acceptance testing. Lack of a remotely accessible test CAD console will require a dedicated Customer tester to be available on short notice to conduct testing session. Failure to meet this requirement will result in additional incurred costs to be billed at the hourly rate stated in the associated Agreement.

2.8.10. Timelines and Shared Responsibilities

The CAD-to-CAD Hub Unify project schedule distributes responsibilities between multiple parties. Following the plan will deliver a highly functional solution. The agreed upon fees in the associated Pricing Schedule is dependent upon close and timely coordination and cooperation of all parties. Delays in the Customer and/or third parties assigned duties not only impact this Project but other CentralSquare projects also. Delays caused by the Customer and/or third parties not fulfilling their responsibilities in a timely manner are extremely disruptive. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Milestone delays on the part of either party will trigger an overall review of the Project activities so that risks can be assessed and properly managed. In the event that either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

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3. STANDARD FUNCTIONALITY CENTRALSQUARE UNIFY

3.1. Overview

The Customer is licensed to use the CAD-to-CAD Unify functionality as described in this section. The features listed below are available components within CAD-to-CAD Hub's core functionality. Each feature requires effort to train personnel, discover needs, configure, test and deploy the system. This SOW which governs the supported features, the number of configurations allowed, and the maximum effort that will be expended by CentralSquare personnel to implement these features. Not all capabilities described herein will be deployed with every Unify Hub integration project. Features and components not listed below are not included in the project. Additional customizations must be expressly detailed in the SOW, Appendix A – Contracted Modifications to Standard CentralSquare Products.

Software releases are available every quarter and CentralSquare Product Support will notify the Customer of the release schedule and will work with the Customer to establish a mutually agreed upon CAD-to-CAD upgrade schedule. Features and functionality within software releases are included as part of the Subscription.

3.1.1. Business Rules, Filters, and Data Translations

Business Rules to Exchange Call and Unit Information: The CAD-to-CAD Hub may be configured to share information automatically using business rules based on pre-defined criteria determined by the Customer. Each business rule identifies call or unit criteria which will act as a trigger to a subsequent information sharing action. Business rules are configurable without the need for customized coding or scripting.

a) The following are supported criteria for triggering a business rule:
   i. Call or unit meets the criteria of a defined Filter in the Hub Portal.
   ii. Call or unit stops meeting the criteria of a defined Filter in the Hub Portal.
   iii. Comment added to a call containing pre-configured text string or keyword.
   iv. External resources are requested. The call information will be shared with the CAD system that owns the requested physical resource.
   v. Resource request is granted, denied, or cancelled.
   vi. Error (network or notification error) is received from an interface.
   vii. Unit is assigned or unassigned from a call.
   viii. Call or unit field updated.
   ix. Non-incident CAD message is received.

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Note: There is no messaging between systems outside of adding comments or share calls. Examples of non-incident CAD messages that can trigger business rules are: AVL, unit status, or geographic update.

b) The following are actions that may be taken by a business rule:
   i. Share a call
   ii. Request a Resource
   iii. Grant/Deny/Cancel a resource request
   iv. Grant/Deny a resource request based on availability
   v. Send an email or SMS alert to a user or user group
   vi. Create an on-screen toast notification

c) The following are some sample scenarios that can be implemented using a business rule:
   i. Dispatcher initiated comment of "##WV" triggers a call share with another agency that is connected to the hub
   ii. Call share triggers a comment to be added to the shared call containing the originating dispatch center and call number
   iii. Resource request triggers an on-screen toast notification for a user group at the dispatch center owning the requested resource
   iv. Network error when attempting a call share generates a toast notification at the corresponding dispatch center

d) Business rules require effort to define needs, configure, test, and refine. Even simple business rules may have unintended interactions with the connecting system or policies of the dispatch center. Testing is required to refine rules as necessary. The time associated will increase with the complexity of the business rule. Refer to the below table which identifies the number of business rules and the maximum effort to be expended by CentralSquare personnel to implement those rules.

Configuration Allowance: CentralSquare will assist the Customer in developing five (5) business rules and User Groups, with associated filters. The Customer is responsible for creating the remainder of the items that are needed for the configuration. There are no limits on the number of business rules or User Groups that can be created by the agency.

Configuration	Count
Business rules with associated filters	5
User groups with associated filters	5

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Filters: Filters are used to define criteria to be met for information sharing including business rules, restrict viewing for user groups, and other built-in configurations. Determining and configuring filter criteria is the responsibility of the Customer with assistance from CentralSquare.

a) Filters may be created based on:
   i. Incoming Common Data Mappings for Supported CAD Incident Fields as defined in this document
   ii. Incoming Common Data Mappings for Supported Unit Update Fields as defined in this document
   iii. Time and Date parameters

b) The following are sample use cases for which filters may be used to restrict viewing or trigger business rules:
   i. Calls originating from a particular dispatch center
   ii. Calls mapped to a single or multiple common nature code(s)
   iii. Calls of a particular discipline such as Law, Fire, or EMS
   iv. Calls shared with other dispatch centers
   v. Calls located in a particular geographic area (geofence)
   vi. Units dispatched to shared calls

c) Filters are created through the standard menu-driven functionality of the Hub Portal. Complex filtering scenarios may require additional effort involving defining needs, configuring the filter, test, and refinement.

Code Mappings/Translations: The CAD-to-CAD Hub includes the ability to translate incident and unit field values such as Call Nature between sharing CAD systems by mapping codes through a common code set. The Customer and participating agencies are responsible for defining the common code set, inputting local codes and mapping them to the common codes, and maintaining the entire set of codes using the Hub Portal. Code mapping is supported for the following codes:

a) Agency Name
b) City
c) Discipline (i.e., Fire, Law, EMS)
d) Dispatch Center
e) Nature/Response Type
f) Priority
g) Response Area/Zone
h) Response Type
i) Station
j) Transport Destination (Code)
k) Unit/Resource
l) Unit Status

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m) Zone (Map Data)

This document is limited to standard menu-driven code mapping functionality. Complex mappings that require custom scripts is not included as standard functionality. The following are examples of non-standard customizations which will need to be scoped separately:

a) Using a combination of factors to determine which code to send on a shared incident. For example, sending a Call Nature of "Structure Fire" for Fire calls and "Fire Assistance" for Law calls when a shared Incident has spawned two or more incidents in a separate CAD system.

b) Changing the Call Nature based on which unit is requested.

Custom Scripts: If customization is necessary, this will generally be done using custom scripts. Writing of any custom script is not included as part of standard functionality and will be scoped separately.

3.1.2. Call/Incident Related Data

Supported CAD Incidents Fields: The following CAD Incident fields are supported for sharing by the CAD-to-CAD Hub. CentralSquare will not support fields that are not provided or accepted by the CAD system.

a) Agency Name
b) Apartment Number
c) Building Number
d) Call Nature (Accident, Structure Fire, Heart Condition, etc.)
e) Call Priority (P1, P2, P3, etc.)
f) Caller Address
g) Caller Name
h) Caller Number
i) City
j) Comments
k) Cross Street (includes upper and lower cross streets)
l) Discipline (i.e., Fire, Law, EMS)
m) Dispatch Center
n) Disposition
o) Latitude/Longitude (Decimal Format)
p) Location (common place name- Central Park, County Library, etc.)
q) Radio Channel
r) Response Area/Zone
s) State
t) Street Address
u) Time Stamps
v) Zip
w) Zone (Map Data)

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Note: Standard functionality is limited to sharing of text and translated codes. If the CAD system reacts in an undesirable way to updates, (such as spamming the narrative with unnecessary comments), the data field causing the problem should be disabled. Services to provide more complex manipulation of data sharing will need to be scoped separately.

Updates and Synchronization of Shared Incident Data: Updates to the following event fields may be configured to share either as a direct update to the call record or as a pre-formatted comment added to the narrative.

a) Apartment Number
b) Building Number
c) Call Nature (Accident, Structure Fire, Heart Condition, etc.)
d) Comments
e) Cross Street
f) Radio Channel
g) Street Address

Note: Standard functionality is limited to simple updates of the call data. If the CAD system reacts in an undesirable way to updates, (such as spamming the narrative with unnecessary comments), the data field causing the problem should be disabled. Services to provide more complex manipulation of data sharing will need to be scoped separately.

Address Validation: Each CAD system may store address location information differently creating the potential for shared addresses to not validate. It is expected that some addresses may not validate automatically and may require some manual intervention by a dispatcher to correct.

Note: Standard functionality is limited to the exchange of text-based address fields. Services to provide more complex manipulation of address data such as changing "St" to "Street" in order to improve shared address validation will need to be scoped separately.

Comment Sharing: Comments refers to any notes, remarks, or narrative entered in your CAD system that are sent to the CAD-to-CAD Hub and potentially shared with other CAD systems. If implemented in the Adapter and supported by the CAD,

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sharing of comments can convey critical information and be very useful. However, excessive sharing of non-critical comments runs the risk of overloading dispatchers with unnecessary information. It is highly recommended to limit comment sharing using configuration options in the Hub.

a) One of the following may be used to determine how comments will be shared:
   i. Only share comments that contain a key text string, such as "##SHARE"
   ii. Removing comments that follow a specific pattern. This feature may be used to remove automatic system messages that are not useful to other dispatch centers.
   iii. Share all comments (not recommended)
   iv. Disable comment sharing entirely

b) The Customer is responsible for configuring the Hub to limit comment delivery, including determining which text strings will be used to filter comments and adding them to the system.

c) CAD system may have different sources of incident comments. For example, a CAD may provide a static information from "Basic Notes" completely separate from a "Running Comment Log." Usually only comments from the "Running Comment Log" are implemented in the Adapter shared by your CAD. The Customer and participating agencies, working with the Provider are responsible to configure that Adapter to share the appropriate comment data.

d) Similarly, if there are confidential comments that should not be shared by your system, configurations can be set to block those from being viewed by other CAD systems or in the Hub.

Note: Due to inconsistencies in how each CAD system generates additional system comments as well as how each CAD processes comments and messages coming from the Hub, it is possible that some duplicate or redundant comments may result. While the Hub has been designed to reduce unnecessary comments as much as possible, some edge cases may still result in unwanted comments. Customizations needed to remove duplicate or unwanted comments outside of the standard features mentioned here will need to be scoped separately.

3.1.3. Unit/Resource Related Data

Supported Unit Update Fields: The following unit fields are supported for CAD-to-CAD sharing by the CAD-to-CAD Hub system. CentralSquare will not support fields not provided by the CAD system.

a) Agency Name
b) Assigned Call Number (when assigned to a call)

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c) Assigned Call Unique ID (when assigned to a call)
d) Heading
e) Latitude/Longitude (Decimal format)
f) Location
g) Signed On Status
h) Speed
i) Station
j) Status
k) Time at Coordinate
l) Time at Current Status
m) Transport Destination (Code)
n) Type of Unit
o) Unique Unit ID
p) Unit Number

Unit Status Sharing: Real-time unit status updates can be shared between connected CAD systems, including AVL data (if available) by mapping physical to external units in the Hub. (External means placeholder or virtual units defined in a system that represent a physical unit in another system.)

a) **Available/Unavailable Status:** When a physical unit is assigned to a non-shared incident in the unit's owning CAD, other systems with an external mapping to that unit receive unit status updates that the unit is unavailable. Once the unit clears the scene or is otherwise available for dispatch, an available status will be sent for that unit to other systems.

b) **True Unit Status for Shared Incidents:** When a physical unit is on a shared incident, detailed unit updates (whether the unit is dispatched, enroute, arrived, etc.) will be shared with the other systems sharing incident.

c) **Unit Control:** Once a resource request for a unit has been granted, either explicitly or implicitly, control of that unit is shared with the requesting system/agency. If implemented in the Adapter and supported by the requesting CAD, the status of that unit can be set by the requester. A system-to-system message containing the updated unit status will be sent to the unit's owning system. If implemented in the Adapter and supported by the owning CAD, the true status of the unit is updated.

d) **Limiting AVL Updates:** Due to the potential for high volumes of unit status and AVL updates, CentralSquare reserves the right to restrict the frequency of such updates in order to maximize overall system performance.

e) **CAD System Dependencies Regarding Unit Statuses:** The Hub is dependent on the Adapter and the CAD system to provide and consume up-to-date information. Unit status syncing can be impacted by momentary network outages, system processing delays, or other temporary issues. It is not uncommon for units to

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occasionally be out of sync between systems for short intervals but is quickly corrected by a subsequent successful unit status update. If a unit is requested by a system/agency in error due to out-of-sync unit information, denial of the resource request by the owning CAD system will override the out-of-sync status and notify the requester the unit is unavailable. Otherwise, manual dispatcher intervention may be required either through exchange of incident comments or a phone call.

f) This document is limited to sharing standard translated unit status updates and AVL data. The following are examples of non-standard customizations which will need to be scoped separately:
   i. Sending different unit status updates based on the unit type being updated such as 'On Scene' for law units and 'On Scene Staging' for fire units.
   ii. Sending fabricated progressive unit status updates to satisfy the unit status progression requirements of the target CAD system. For example, sending multiple unit status updates such as 'Dispatched', 'Enroute' and 'On Scene' to reflect a single status update of 'On Scene' from the sharing CAD. Handling these out-of-scope requirements should be part of the receiving CAD Adapter.

3.1.4. System Administration

System Administrators: System Administrators have access to the setup and configuration of the CAD-to-CAD Hub for all connected CAD systems and participating agencies. Changes made by the administrator can potentially affect another agency inadvertently. For this reason, System Administrators should regularly consult and coordinate together before making configuration changes to the Hub.

a) It is the responsibility of the Customer and participating agencies to determine which individuals will be assigned as System Administrators.

b) When an administrator change is made, a log entry is created that describes the change made, the date and time, and the user that made the change.

c) System Administrators can create new users and assign permissions.

User Administration: Users are administered at both the system and agency level. System administrators may create users and assign permissions for all users. Agency User Administrators, which are created by System Administrators, may only do so for the agencies to which they are assigned.

a) It is the responsibility of the Customer and participating agencies to determine which individuals will be assigned as Agency User Administrators at the agency level.

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b) Some configuration settings may be reset for all users across all agencies. These include:

   i. The amount of time that inactive calls are displayed

   ii. The amount of time that toast notifications are displayed (if used)

   iii. Users may change these settings on an individual basis if desired.

c) User administration tasks such as creating new users and user groups, assigning permissions, resetting passwords, and Portal configuration settings are the responsibility of the Customer and participating agencies.

d) User groups may be configured using Filters so that only certain calls and units are visible. Incident comments may also be configured so that the incident is visible, but comments are not.

GIS Sources: The Hub system uses your geographical information systems (GIS) data sources to build maps. By copying the GIS sources that you want to use to build your maps into a folder, you can then import them into the Hub through the Hub Portal user interface. The Hub Portal supports the display of active calls and units on a GIS map view for situational awareness. The Portal provides GIS layer import tools for the Customer and agencies to import their own map files including but not limited to ESRI and other standard shapefiles and image files (i.e. Geographic or State Plane). The GIS layer import tool only takes minutes to load the data, but note that when importing map files, there will be downtime. Recommended GIS Map Data Elements are: Boundaries, Stations (Police/Fire), Freeways/Interstates, Major Streets, Waterways, Parks, and Address Points (optional). The Customer and agencies are responsible for providing, loading, and updating the GIS map data for a single, consolidated view for all agencies connected to the Hub. The frequency of GIS updates are determined by the Customer and participating agencies as they have no bearing on geo validation, they are just a visual tool.

Note: Beyond basic training and initial assistance in configuring GIS information in Hub, all other GIS related effort is the responsibility of the Customer and participating agencies.

System Connections: Each system Adapter connects to the CAD-to-CAD Hub over a secured connection provided and maintained by the Customer and agencies. For bi-directional interfaces an HTTP connection (https://URL:port) is required at each

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endpoint (Hub side of the network and the Adapter side). All firewall configuration and configuring of ports is the responsibility of the Customer and participating agencies.

3.1.5. Data Retention and Backup

CAD for Data Retention: The CAD-to-CAD Hub provides call and unit information to each respective CAD system as the authoritative method for permanent data retention. The Hub is not designed as a data warehouse for long-term storage and retrieval. A separate interface may be used to send call and unit updates to a client-provided database for long-term storage.

Data Purging: Portal administration provides a setting to purge data older than a certain number of days. This feature may be set to retain data indefinitely, but this is not recommended. Data purging occurs automatically without adversely affecting the system in Production.

System Backups: System backups in the Cloud are the responsibility of CentralSquare.

3.1.6. Portal Features

Overview: The Hub Portal is a thick client installed on a Windows-based workstation. The Portal is used to display call and unit related data as well as administrative tools for system configuration.

Call and Unit Display: The Hub Portal displays call and unit information in the dispatch view in real-time. This includes separate list and map views of current calls and units as well as a call details view. The information contained here may be limited based on filters applied to each user group. Hub includes the following tools for viewing call and unit-related information.

a) Calls List – Displays currently open calls in a list view
b) Call Details – Displays detailed information about a call including comments, connected calls, and assigned resources
c) Units List – Complete list of units and current status
d) Map View – Calls and units are shown on a map. Geofences and markers may also be created and shared with other user groups

Toast Notifications: Pop-up notifications that display in the lower-right corner of your screen and display call and unit information based on pre-configured business rules. These notifications may be used to bring attention to bi-directional call-sharing actions,

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or to bring bi-directional functionality to centers that may have a publish-only or no interface whatsoever.

User Preferences: Allow the user to adjust color schemes, when stagnant calls disappear from view, configure toast notifications, and enable/disable connection status monitoring.

Admin Alerts: Historical display of email and text message alerts that have been sent to your user.

Diagnostics and Log Views: Tools for troubleshooting and identifying information shared with each interface.

Connection Monitoring: The connection between each CAD system and the CAD-to-CAD Hub is continually monitored by the CAD adapter through heartbeat transactions to detect network failures. The Hub also monitors system network connections through heartbeat transactions and network errors. Users are notified of detected disconnects in the following ways:

a) If the Hub detects a potential disconnect such as lack of a heartbeat or a network error with any CAD system, a warning will display through the Connection Status Monitor in the Hub Portal. A subsequent reconnect will remove this warning.
b) If a CAD system has not transacted any updates to Hub for a configurable amount of time, a warning will display through the Connection Status Monitor in the Portal. This may indicate that although the Adapter continues to share heartbeats with Hub, it has lost the connection with its CAD system. A subsequent transaction will remove this warning.
c) If the CAD detects a potential disconnect to the Hub, it is responsible to notify its users through the CAD user interface.

Settings: System and user administrators access and adjust system settings including connections, business rules, filters, and user administration using the Portal.

3.1.7. Information Sharing Redundancy

CAD-to-CAD sharing errors may result from various sources including the following:

a) User error
b) CAD system error
c) Network error
d) CAD-to-CAD Hub error

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e) Administrator error
f) Unforeseen circumstances

If there is an error in the CAD-to-CAD process, dispatchers must be aware of the problem immediately so that other means may be used to communicate such as phones or radios. The following are suggested methods to provide redundancy and checks to ensure awareness of CAD-to-CAD sharing.

a) User error confirmation phone calls
b) Unit status timers in the CAD system
c) CAD-to-CAD Hub email or text message alerts
d) Hub Portal notifications
e) Hub light towers

3.2. CentralSquare Unify External System Dependencies

The ability of CentralSquare Unify Hub to perform its functional requirements depends on the external systems' ability to do the following:

3.2.1. Bi-directional Adapters

Unify relies on bi-directional Adapters to external CAD systems which should support the following capabilities:

Continuously provide and receive updated CAD incident and unit status data to and from the CAD-to-CAD Hub

a) Share/receive new incidents
b) Update data fields on current incidents
c) Update dispatcher comments
d) Assign units/resources to current Incidents
e) Provide unit status updates including AVL data
f) Present information to the CAD operator in an appropriate way

Continuously provide and receive updated unit information to and from the Hub

a) Unit assignment to incidents
b) Unit status updates
c) Send and receive unit requests

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Connection notices: Provide connection and failure notices to the dispatcher when a prolonged disconnect or outage is detected.

Synchronize (refresh) active CAD data upon connecting including current CAD incident data and unit status data.

3.2.2. Other Considerations

Functionality: Data, functionality, and operational incongruences between the connected CAD systems may limit the level of interoperability achievable. Although the CAD-to-CAD Hub may support certain capabilities, CentralSquare cannot provide functionality that the external system does not support. In cases where there is a gap between needs and what the CAD system can provide, converting data to comments or other methods may be used but certain limitations will naturally be beyond the CAD-to-CAD Hub's ability to work around.

3.2.3. External System Adapter Requirements

The dependencies listed in this section are an overview and are for general awareness. The CAD-to-CAD Hub SDK provides a more complete set of detailed requirements for the external system's Adapter. The Customer and participating agencies should require the provider to comply with all requirements of the SDK.

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4. PROJECT CONTROLLING PROCESS

4.1. Overview

Project Controlling Processes are established early in the Project life cycle during the Planning Phase and described within the Project Management plans. Project Control is the process that includes completing regularly scheduled Project progress meetings and the use of regularly delivered Project progress reports, as well as implementing the processes needed for Communication Management, Risk Management, and Change Management. The process begins during the initiation process and concludes at the end of the Project.

The establishment of defined processes for Customer communication (contact persons and reporting methods) provides a basis for effective and regular communication. This supports the previously noted processes necessary for a successful Project outcome.

As part of the Controlling Processes, CentralSquare utilizes a series of measurements and management reviews to mitigate the effect of these variances. Checkpoints or milestones are planned into each phase of the Project to measure performance and determine if the Project is ready for the next phase.

Checkpoints are key tasks that act as gates to the next phase of a project. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Therefore, CentralSquare's Project staff closely monitors checkpoint tasks and milestones and promptly notifies the Project Manager of any delay or failure with a milestone task. Milestone delays on the part of either party will trigger an overall review of Project activities so that risks can be assessed and properly managed. If either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

Evaluation of overall Project status at each checkpoint is essential to ensure that the Project is effectively progressing toward completion and that new risks are not being introduced. In many cases, Project activities leading to a checkpoint are interrelated to later scheduled tasks. Success at checkpoints diminishes the risk to the Project going forward.

Incomplete actions at a checkpoint may prompt delays and a rescheduling of the Project. For example, delays in completing or approving OSDs will delay the start and completion of the configuration phase, which may ultimately have an impact on the projected Go-Live date. Depending upon the importance of the Deliverable, these kinds of delays can have a cascading effect upon the Project Schedule including training and Go-Lives.

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As part of the Project controlling process, upon completion of significant milestones and or tasks, CentralSquare will submit a Task Completion Report ("TCR") to Customer. The TCR serves as a formal tool for the purpose of verifying with Customer that the work has been performed, services rendered, and products delivered according to the requirements specified within the SOW and/or related documents.

TCRs are presented to Customer by CentralSquare's Project Manager for signature. Some TCRs may trigger a Project payment, in accordance with the payment terms within the Agreement. Upon execution of a TCR that is tied to a Project payment milestone, Customer will receive an invoice from CentralSquare's Accounting Department which must be paid based on the terms and conditions of the Agreement.

The TCR will include the following information:

a) Description of work performed, and products delivered.

b) Comments noting any special circumstances.

c) Product/Service deliverables listing the Agreement line items that are being recognized as delivered and will be invoiced.

d) Related Payment Terms in accordance with the Agreement, for Agreement line items that will be invoiced relative to the TCR.

4.1.1. CentralSquare Responsibilities

a) CentralSquare will prepare and submit TCRs for Customer's signature upon completion of the applicable task.

b) The TCR will cite the appropriate SOW reference.

c) TCRs that trigger a payment will include the payment amount in accordance with the Agreement payment schedule.

4.1.2. Customer's Responsibilities

a) Customer will review and approve TCRs within a five (5) business day period from the time of receipt less any challenges to the validity of the report.

b) If Customer disagrees with a TCR, Customer shall submit to CentralSquare a written explanation detailing why the Customer believes that the subject of the TCR and/or tasks have not been completed in accordance with the Purchase Agreement or this SOW. Such notification from the Customer shall be provided to the CentralSquare Project Manager within five (5) business days of receipt of the TCR.

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4.2. Change Management Process

Either party can request changes to the scope of the project at any time. Since a change may affect the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Agreement for this SOW, both parties must approve each change in writing and agree on the impact each change may have on the Agreement and related attachments.

The purpose of the Change Management Process is to manage any significant changes to the Project as described in this SOW or related documents as referenced within the SOW. These changes may include but are not limited to a modification to Project scope, Standard or Custom products' functionality, CentralSquare and Customer's identified roles and responsibilities, Project payment terms, and modifications to the scope or delivery location of services within the Project. All significant changes must be documented through the Change Management Process. The type of documentation needed will depend on the nature and significance of the change.

A Project Change Order will be the vehicle for communicating and approval of the changes. Whether initiated by Customer or CentralSquare, all Change Orders will be documented by the CentralSquare Project Manager. The Change Order shall describe the requested change, the party requesting the change, and the effect the change will have on the project, including the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Agreement for this SOW.

All Change Orders must go through the CentralSquare's internal approval process before they can be presented to Customer for review and approval. Once the Change Order is generated, Customer Project Manager and CentralSquare Project Manager will review the proposed change and communicate as necessary to answer any questions, and/or work to resolve any issues preventing acceptance of the Change Order by both parties. Upon the approval by both parties the Change Order will be authorized for implementation.

The creation of some Change Orders may, depending upon the scope of the requested change, require fees for CentralSquare to properly investigate and scope the requested change. If additional fees are required by CentralSquare to create a Change Order, those fees will be identified and communicated to Customer Project Manager prior to CentralSquare's investigation of the requested change. In such situations, CentralSquare will only proceed with the investigation required to create the Change Order if Customer has agreed to pay the additional fees associated with creation of the Change Order.

Additional deliverables or Project deletions in terms of Software and services will require a mutually agreed upon Change Order. It must be noted that the later in the Project that a change is requested, the greater the likely impact it has in terms of costs, risks, and

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timescale. It is recommended that the Customer not delay any review activity as it is a best practice to discover potential changes as early as possible. In some cases, it may be more appropriate to plan modifications for Post-Go-Live delivery.

4.2.1. CentralSquare Responsibilities

a) Change Orders will capture necessary information required to prepare a Change Order and submit it to the Customer.

4.2.2. Customer Responsibilities

a) When applicable, Customer will identify the services or deliverables that will be subject to a Change Order, per the Agreement between both parties.

b) When applicable, Customer will identify changes to application features or functionality, Interfaces, or any other Systems that will require a change order. This process may also include participation in the requirements process.

c) Customer will approve and process Change Orders in a timely manner.

4.3. Project Reporting

CentralSquare will provide Monthly Status Reports advising Customer Project Manager and key Customer Project Stakeholders of the progress and status of project activities. This report will include the significant accomplishments, planned activities, issues, and potential risks associated with CentralSquare and CentralSquare's Subcontractors' Deliverables. The Project Status Reports will include the following:

a) Accomplishments during the Reporting Period

b) Planned upcoming activities

c) Issues

d) Risks

e) Key Action Items

In addition, the CentralSquare Project Manager will hold bi-weekly status meetings/conference calls to update Customer on the status of the Project and key action items and deliverables.

CentralSquare will provide an updated Project Schedule advising Customer Project Manager of the progress of project activities. The Project Schedule may be lacking the detailed tasks for Customer team, and Customer may add such tasks, owners, and

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durations to the Project in collaboration with CentralSquare Project Manager. The Project Schedule will consist of the following:

a) Major Tasks
b) Task Responsibility
c) Task Duration
d) Major Milestones
e) Tasks Completed
f) Tasks in Progress

4.3.1. CentralSquare Responsibilities

a) Provide a written report of Project status once a month.
b) Conduct status meetings/conference calls every two weeks.
c) Maintain an up-to-date Project Schedule.

4.3.2. Customer Responsibilities

a) Review the written report of Project status and provide feedback within five (5) business days in order to ensure that the documentation is correct.
b) Participate in Project status meetings.
c) Ensure participation of personnel in tasks and meetings.

4.4. Document Review

During the Project, CentralSquare will deliver several documents to the Customer for review. These documents will include but are not limited to the Functional Acceptance Test Procedures, Project Schedule, and OSD for the Project. Approved documents are returned to the CentralSquare Project Manager. All documents will be provided in electronic (soft copy). If Customer desires printed (hard copy) documentation, it is their responsibility to print and bind the desire copies. The CentralSquare Project Manager will retain a copy and provide the Customer with a copy.

Should Customer find any document unacceptable, Customer must provide specific reasons in writing to the CentralSquare Project Manager. CentralSquare can then assess any required corrective measures and make revisions or modifications to provide acceptable documents within a mutually satisfactory timeframe.

Status Reports are not subject to approval.

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To ensure compliance with the Project Implementation Schedule, Customer is responsible for the review of such documents and providing any comments to CentralSquare within five (5) business days.

4.4.1. Documents Subject to Customer Approval (via signature)

a) Change Orders

b) Operational Scenario Documents (OSD)

c) Functional Acceptance Test Procedure documents

d) Task Completion Reports

4.4.2. Documents Subject to Customer Review not Requiring Approval

Note: The Project Schedule and any changes hereto are to be mutually agreed upon between Customer and CentralSquare.

a) Project Status Reports

4.4.3. CentralSquare Responsibilities

a) Distribute the documents to Customer.

b) Coordinate the process to consolidate comments and edit documents.

c) Manage the signoff process for applicable documents and the distribution of originals to Customer and CentralSquare for filing.

4.4.4. Customer Responsibilities

a) Review the documents presented and provide the appropriate information back to CentralSquare within five (5) business days for configuration sheets, Change Orders and/or Sales Orders.

b) Review the documents presented and provide the appropriate information back to CentralSquare within five (5) business days for requirements documents defined above. Unless unanticipated changes to the Project Schedule would warrant a shortened turn around.

4.5. Third-Party Management

CentralSquare will be responsible for the management of third parties that have been identified as Subcontractors or executed Change Orders to the Agreement.

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As part of the Subcontractor agreement, all communications between those third parties and Customer will be managed by CentralSquare. Any communication directly between Customer and third parties that may require or imply the promise of a material change in scope or responsibilities will not be acknowledged by CentralSquare unless an appropriate Change Order has been prepared.

Conversely, Customer will be responsible for the management of third parties that CentralSquare is not responsible for. The customer will be responsible for the facilitation of discussions and the acquisition of materials from those third parties that are necessary for the configuration and development of Customer's System.

4.5.1. CentralSquare Responsibilities

a) Assume responsibility for third parties that are the responsibility of CentralSquare within the terms of the Agreement between CentralSquare and Customer.

b) Process any Change Orders that may arise from a material change in scope where third parties are concerned.

c) Inform Customer when configuration and or programming will require interaction and/or documentation from a third party which is not the responsibility of CentralSquare under the Agreement between CentralSquare and Customer.

4.5.2. Customer Responsibilities

a) Work directly through CentralSquare regarding third parties that are the responsibility of CentralSquare.

b) Review, sign and process any Change Orders that may arise from a material change in scope where third parties are concerned.

c) Facilitate interaction between CentralSquare and third parties not the responsibility of CentralSquare to include conference calls, answers to questions and documentation as requested

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5. PROJECT INITIATION AND PLANNING

5.1. Overview

Project Initiation and Planning involves gathering the necessary Project specific information to produce a Project Management Plan and a Project Schedule. In short, Project Planning consists of those processes designated to establish when and how the Project will be implemented while further elaborating on Project Deliverables. Most of the information exchange between Customer and CentralSquare during this process is at a high-level and consists of interaction between both Project Managers and a small group of Project stakeholders.

Major Deliverables for the Project Planning phase are the specific Project Management Plans, and a baseline Project Schedule.

The project must be managed in a manner that will allow for the adjusting of the Project Management Plan and Project Schedule to address the circumstances that affect a project during Project Execution. As a result of these changes during the Project life cycle, Project Planning will overlap each subsequent process during the Project. Typically, Project Planning tasks will decrease in frequency as checkpoints are completed and as the Project nears Go-Live and Project completion.

Note: The Project Schedule is a living document, subject to change during the Project due to several factors such as change in Project scope, scheduling conflicts, delay in approving project documents, resource availability, etc. All changes to the Project Schedule will be discussed between both parties and will be incorporated within a published schedule upon approval from Customer and CentralSquare.

5.1.1. CentralSquare Responsibilities

a) Assign a Project Manager to the Project to participate in Initiation phase activities.

b) Produce required documentation to support Initiation activities.

c) Identify and engage the CentralSquare Project team responsible for carrying out Project Execution.

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d) In collaboration with Customer, develop the Project Management Plan (includes the Communication Management Plan, Risk Management Plan, and Change Management Plan).

e) Baseline the Project Schedule.

f) Prepare and submit the TCRs for Customer acceptance of the Project Management Plan as defined above.

g) Develop and submit invoice for payment due at execution of the Agreement.

5.1.2. Customer Responsibilities

a) Assign a Project Manager for the Project to participate in Initiation phase activities.

b) Identify and engage Customer's Project team.

c) Review and comment on the CentralSquare Project Management Plan and the Project Schedule.

d) Review and comment on CentralSquare provided documentation to support Initiation activities.

e) Approve the TCRs for the Project Management Plan within five (5) business days.

5.2. Project Kickoff

During the planning phase, the CentralSquare Project Manager will hold a Kickoff Meeting with Customer's Project team. During the Kickoff Meeting, the CentralSquare Project Manager will provide an overview of the following:

a) The CentralSquare execution process.

b) A high-level description of Project Deliverables.

c) Roles and responsibilities for the Project team members.

d) A high-level review of the preliminary Project Schedule including projected Project milestones and checkpoints.

e) Describe the work that has been either completed, is in progress or is due to begin within the immediate future.

f) Review any project related questions from Customer's team.

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5.2.1. CentralSquare Responsibilities

a) Prepare the agenda and set a date for the Kickoff that is convenient to Customer and CentralSquare Team.

b) Distribute any documents that Customer should review in advance of the Kickoff Meeting.

c) Conduct the Kickoff Meeting.

5.2.2. Customer Responsibilities

a) Work with the CentralSquare Project Manager to facilitate scheduling a date for the Kickoff Meeting.

b) Schedule the appropriate personnel from Customer's team to attend. This should also include key stakeholders that may not participate routinely in Project operations, but who have authority or responsibility over the Project.

c) Provide adequate accommodations to include adequate seating and audio-visual equipment including a projector(s), screen, and whiteboard.

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6. PROJECT EXECUTION

6.1. Overview

Project Execution focuses on the development and delivery of Project Deliverables. Processes will be iterative and consist of 1) a review of Deliverable documents; 2) development, configuration, installation and testing of software and hardware deliverables, and 3) delivery of Project related services such as Project related training. These processes are iterative in nature with several checkpoints to evaluate Project progress and where applicable, to initiate Change Management processes. Each Deliverable has a closing process which consists of specific completion criteria. These Deliverable closing processes are independent from the closing process of the Project.

6.2. System Installation

System installation is one of the early processes in the Project implementation phase and has a significant impact on and critical dependency on several key activities.

Cloud virtual provisioning will be the responsibility of CentralSquare.

6.2.1. Cloud Components

The CentralSquare Cloud Team will provision the CentralSquare software in the Cloud. This will entail a planning meeting with the Customer System/Network Administrator and other CentralSquare staff (Project Manager, Technical Services), configuration of the VPN, advising on network communications, and configuring access to the provisioned system.

The administration services of the Cloud environment are the responsibility of CentralSquare, including support, operation, and maintenance of the underlying infrastructure. Access to any resources by the Customer will not be allowed except through applications and programmatic connections.

6.2.1.1. CentralSquare Responsibilities

a) Host Technical meetings with Customer network\systems administration staff.

b) Provide port, protocol information to Customer for firewall rules.

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c) Provide guidance on routing needed from Customer networks to Cloud environment.

d) Provision Cloud system as necessary.

e) Provide URLs and any other paths for Customer connectivity.

f) Perform connectivity tests with Customer assistance at least one week prior to any workshops.

6.2.1.2. Customer Responsibilities

a) Attend Technical meetings with CentralSquare resources.

b) Acquire ISP connections.

c) Open firewall as directed by CentralSquare Technical staff.

d) Provide routing rules to route traffic through the VPN tunnel as advised by CentralSquare technical staff.

e) Perform connectivity tests with CentralSquare assistance at least one week prior to any workshops.

6.2.2. Implementation Overview of CentralSquare Unify

The CAD-to-CAD Hub is implemented through a series of standard steps and process gates designed to ensure that operational needs are identified, configurations are verified, and tested to validate proper functionality prior to Go-Live.

The implementation includes tasks to be completed by multiple stakeholders including CentralSquare, Customer and agency personnel, and the 3rd party system Provider. The tasks below are an overview and will be refined in a detailed project schedule with the Customer upon project Kickoff.

6.2.2.1. CentralSquare Unify Hub Initial Installation and Configuration

CentralSquare will provide support for the initial system configuration. This will include the following:

a) Installing the database and application server software for the Hub.

b) Once network connections have been established between the servers by the Customer and participating agencies, CentralSquare will establish software connections between each server.

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c) Establish each environment such as Test, Training, and Production as set forth in this document and the accompanying Agreement.

d) Configure the connection parameters for each third-party system connection. Note it is the Customer and participating agencies' responsibility to ensure network connectivity between servers are established.

e) Load initial data mapping sets for the following codes. Note that mapping and translation of these codes is the responsibility of the Customer.
   i. Agency
   ii. Dispatch Centers
   iii. Nature / Response Type
   iv. Unit / Resource
   v. Unit Status
   vi. Unit Type

f) If the project involves joining a new dispatch center to an existing hub or upgrading a publish-only interface to a bi-directional interface, some or all of these steps may have been already completed. The associated Agreement will outline exceptions or additions to these steps.

6.2.2.2. CentralSquare Unify Hub System Setup

The tasks listed under system setup may be executed simultaneously.

CAD Provider Adapter Implementation and Configuration: Includes the installation and configuration of the CAD Provider Adapter by the Provider or by CentralSquare as defined in the SOW, Section 2.6 – Deliverable System Connections on CentralSquare Unify Hub.

Software Installation: Basic server configuration is added for each interface on the CentralSquare server, and the Portal client software is delivered to the Customer and participating agencies. Software installation marks the completion of the system setup tasks.

6.2.2.3. Initial Discovery and Configuration

A discovery phase will take place that will identify site-specific configurations for the Hub. These will be documented in an Operational Scenario Document (OSD) and signed off by the Customer, via a TCR, before the configuration phase begins. Specific configurations may be recorded in the documentation listed below. It is agreed that all shared can be exchanged in an electronic

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form, such as .PDF, .DOCX, .XLSX, etc. The OSD document will be updated as the agencies are implemented and brough online.

a) List of CAD Codes: The Customer and participating agencies will provide a list of CAD codes and descriptions that will be mapped to those of other CAD systems through the Hub. Common codes include incident status, nature, unit status, units, agencies, cities, and jurisdictions.

b) Code Mapping Document: Under the guidance of CentralSquare, the Customer and participating agencies will provide a list of mappings of the CAD Codes provided above to a common code set provided by CentralSquare. The common code set in the Hub facilitates mapping and translation to other agencies' codes, which is the responsibility of the Customer and participating agencies.

c) Test Scenarios: CentralSquare will provide a standardized list of tests for acceptance. Other tests can be suggested by the Customer providing that they are within the scope of the accompanying Agreement. These test scenarios will form the basis of training documentation.

d) Configuration Documentation: Documentation may be added directly into the configuration screens of the Hub and is easily exported as text. This will serve as the primary form of technical documentation.

e) Product Manuals: CAD-to-CAD Administrator's Guide will be provided electronically.

The Customer's Project Manager and Subject Matter Experts play a critical role during this time. Discovery and configuration involve the gathering of business requirements, CAD codes, system configuration including code mappings on the CentralSquare Unify Hub.

The results of the discovery and configuration sessions will be compiled, documented in an Operational Scenarios Document (OSD) and signed off by the Customer, via a TCR, before the configuration phase begins. CentralSquare will provide OSD documentation as appropriate. The OSD document will be updated as the agencies are implemented and brought online.

This task is considered complete upon completion of the customer questionnaire documentation and a joint review between the Customer, the participating agencies and CentralSquare.

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7. CENTRALSQUARE UNIFY TESTING

7.1. Isolated CAD Adapter Testing

CentralSquare and the Customer will develop a mutually agreed upon testing schedule. System testing will be conducted throughout the project in three (3) distinct periods.

The Isolated CAD Adapter Testing will be conducted simultaneously with other implementation tasks and will largely involve CentralSquare Engineers and the Provider implementing its Adapter. This testing will use a CentralSquare Unify Hub Test environment, and test instances of the CAD system and Adapter. CentralSquare will use a CAD simulator to test all aspects of the connection between the Hub and the Provider's Adapter and CAD system. Sample data may be used to demonstrate the ability to view data using the Hub Portal client. Testing support from the Provider and assistance from the Customer and participating agencies are required. The Customer and participating agencies will identify and provide a CAD Administrator that can login to test CAD systems with its Adapter connected to the Hub. The CAD Administrator will work jointly with CentralSquare and the Provider to complete this testing.

At the conclusion of the Isolated CAD Adapter Testing, the connection between the Hub and the Provider's Adapter and CAD system is demonstrated as data is successfully delivered to and visible using the Hub Portal client. This final testing demonstration shall take no more than five (5) hours per agency.

7.2. Provider End-to-End Testing

Provider End-to-End Testing will be conducted when the Isolated CAD Adapter Testing is complete for each CAD system that is required to meet the standard incident and resource sharing requirements. It will involve CentralSquare Engineers, the CAD providers, the Customer, and the participating agencies. If a dependent CAD system is not ready for End-to-End Testing, the testing may proceed using a CAD simulator provided by CentralSquare. CAD Simulator testing does not replace End-to-End Testing with the CAD Provider. The Customer and the participating agencies will need to identify and provide a CAD Administrator that can login to the test CAD systems with its Adapter connected to the Hub. The testing period will be paused for resolution of Go-Live issues as defined in the SOW, Section 7.3 – Functional Acceptance Testing. Defects found in the Adapter for each CAD system may also pause the testing period. CentralSquare, the Customer and the participating agencies will expedite where possible the resolution of any Provider defects.

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At the conclusion of the Provider End-to-End Testing, meeting all the Adapter and CAD Provider testing requirements as defined in the OSD marks the completion of the Provider End-to-End Testing. This final testing demonstration shall take no more than five (5) hours per agency.

7.3. Functional Acceptance Testing (Customer End-to-End Testing)

Once the Provider End-to-End Testing is concluded for each CAD system, Functional Acceptance Testing will be conducted by the Customer, the participating agencies, and the CAD Provider under CentralSquare supervision. Each agency will go through Functional Acceptance Testing when they are ready to connect to the system, so Functional Acceptance Testing may happen multiple times on the same CentralSquare Unify Hub. This final testing event shall take no more than sixteen (16) hours per agency.

It is during the Functional Acceptance Testing that the Customer and the participating agencies, gain close familiarity with the CentralSquare Unify Hub and related functionalities. Expanded Standard Operating Procedures (SOPs) are more fully defined and tested by the Customer and the participating agencies, during this time. This is a Customer driven phase with assistance from CentralSquare. Changes required for Customer and agency SOPs are out of scope unless explicitly agreed.

To confirm that all work has been completed under this SOW and that the system meets the functional requirements of the COTS Hub system, CentralSquare and the Customer will develop a mutually agreed upon functional acceptance test plan that is based on the criteria contained in the Operational Scenario Document (OSD) which will be incorporated during the project into the Unify Test Checklist. The Functional Acceptance Testing process consists of verifying and running standard functions tests in a format designed to verify the functionality of the CentralSquare Unify solution. CentralSquare will work with the Customer and the participating agencies to develop a mutually agreed upon testing schedule for the agencies. Following the completion of the Functional Acceptance Testing, any defects that are raised will be documented by CentralSquare and prioritized as follows:

Priority	Issue Definition
Go-Live Issues	Issues in the CAD-to-CAD solution identified during Functional Acceptance Testing with contractually required functionality that must be corrected prior to Go-Live. CentralSquare will research such identified issues and propose a plan for resolution. Go-Live issues will be corrected prior to Go-Live.
Post-Go-Live Issues	Issues in the CAD-to-CAD solution identified during Functional Acceptance Testing with contractually required functionality that can be corrected after

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	Go-Live. The Customer and CentralSquare will mutually agree these issues may be addressed after Go-Live. CentralSquare will provide a reasonable date for resolution of the Post-Go-Live issues.

The Customer will agree to sign off upon the completion of each Functional Acceptance Testing session, acknowledging the delivery and receipt of the testing results, via a TCR. Upon resolution of any Go-Live or Post-Go-Live issues, the failed test(s) will be repeated by the participating agencies under CentralSquare supervision, until resolved. The Customer will agree to sign off on a TCR reflecting the completion of Functional Acceptance Testing when the testing has been completed with no Go-Live issues (i.e., a passing Acceptance Test). Upon completion of Functional Acceptance Testing, preparations for deployment may begin. A migration plan will be defined and executed. The Customer and participating agencies will train their own dispatchers from expanded SOPs defined during the Functional Acceptance Testing.

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8. CENTRALSQUARE UNIFY TRAINING

8.1. Training

Upon completion of the Functional Acceptance Testing, CentralSquare will conduct CentralSquare Unify Hub Administrator training on consecutive weekdays during remote training hours (Monday – Friday, between 8:00am – 5:00pm as determined by the Customer's time zone based on the actual duration of the class) or on consecutive weekdays during onsite training hours (Tuesday – Friday, between 7:00am – 10:00pm as determined by the Customer's time zone based on the actual duration of the class). Alternate training schedules (e.g., Monday class starts for classes that would normally start on a Tuesday, multiple classes per day, evening, and weekend classes) are subject to additional cost.

Training classes are conducted based on the quantities specified in the Agreement. Refer to SOW, Appendix Y – Workshop and Training Summary for a complete listing applicable to this project. CentralSquare and the Customer will develop a mutually agreed upon training schedule for the agencies.

CentralSquare follows a "Train-the-Trainer" approach to training. This method allows in-depth training for key individuals at each agency who will then provide training to the remainder of the users.

a) CentralSquare Unify Hub Administrator Training: CentralSquare will provide Portal Administrator training on how to monitor system health, manage groups and users, and make basic configuration changes. This training will be conducted remotely through a webinar. Participants should not exceed ten (10) per class.

b) Unify User Training: CentralSquare will work with the Customer and agency trainers to advise them on incorporating CAD-to-CAD concepts into their training courses for dispatchers and call takers. However, since the methods for interacting with CAD incident and resource sharing are dependent upon their configuration, training for the End Users is the responsibility of the Customer and the participating agencies. It is expected that Subject Matter Experts (SME's) will be sufficiently familiar with their operational procedures and their CAD configuration to conduct this training for their respective agency.

c) Hub Portal Training Videos: CentralSquare will provide the Customer and the participating agencies with access to training videos on essential Portal features.

d) Training Documentation: Agency specific documentation of local sharing use cases and rules is the responsibility of the Customer and the participating agencies.

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9. CONDUCT CENTRALSQUARE UNIFY PRE-GO-LIVE TASKS

9.1. Pre-Go-Live

After the Customer-led User training is complete, the system is ready for deployment. Preparation for cutover to live operations will be outlined in the Project Schedule and the Go-Live Plan four (4) to six (6) weeks prior to Go-Live. The Go-Live plan includes the overall timeline for the event, products involved, agencies involved, roles and responsibilities, established meeting dates/times, issue reporting and escalation process, transition to support and the communication plan.

9.1.1. Pre Go-Live Tasks:

a) Customer to distribute final version of documentation to participating agencies outlining modifications to standard operating procedures.

b) CentralSquare Project Manager and the Customer will ensure all end user training has been completed, and that all Go-Live deliverables are completed with related TCRs approved.

c) CentralSquare Project Manager will schedule and monitor internal and Customer-facing Go-Live readiness checks during team planning meetings.

d) CentralSquare Project Manager and the Customer Project Manager, along with key resources, will conduct separate planning meetings to draft/approve the Go-Live Plan.

e) CentralSquare Project Manager and the Customer will prepare a Go-Live plan which provides details about the time period for the event, products involved, supportive roles and responsibilities, the overall timeline for the Go-Live, establishes meeting dates/times, the issue reporting and escalation processes, transition to support, and communications plan.

9.1.2. Go-Live Preparation:

CentralSquare and the Customer will draft the CentralSquare Go-Live Authorization Letter for each Go-Live group. The Go-Live Authorization Letter confirms that the system has been installed and tested, and that the Customer agrees to proceed with moving the system to live operation. It acknowledges sufficient user training has been completed, confirms software is functional for a live environment, and that none of the currently identified issues are critical to the Go-Live. Date and time of the Go-Live is memorialized, the participating agencies, along with assurance the

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Customer technical team and subject matter experts will be available twenty-four (24) hours a day to support the Go-Live unless otherwise noted in the Agreement. The Customer is required to review and sign off on the Go-Live Authorization Letter no later than three (3) weeks prior to the scheduled Go-Live date.

9.1.3. Transition Presentation:

CentralSquare will provide a presentation to the Customer to gain familiarity with the Support structure and methodologies. CentralSquare will assist in confirming that representatives designated by the Customer needing access to enter and track support tickets have credentials for CentralSquare access.

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10. CONDUCT CENTRALSQUARE UNIFY GO-LIVE

10.1. Go-Live

Go-Live of the CentralSquare Unify solution for each of the participating agency entities into the Production environment is a highly orchestrated activity that will require resources from both the Customer, any participating agencies, CentralSquare, and the CAD Provider teams. The CentralSquare Unify Hub has the ability to deploy functionality on a case-by-case basis. The migration plan may, for example, first deploy bi-directional unit status updates followed later by automated call sharing.

Go-Lives are conducted on consecutive weekdays (Monday – Friday). Any CentralSquare Go-Live Support that is beyond the amount specified per the Agreement may be subject to an additional cost.

a) "Go-Live" means the event that occurs when Customer first uses a System for Live Operations. A separate Go-Live may take place with respect to each System, each Interface, and each Modification.

b) "Go-Live" means "First use in a non-test bed environment".

The system is brought into production per the Go-Live Plan and the Go-Live Authorization Letter. Go-Live support is provided by CentralSquare as follows:

- Go-Live Support: A total of three (3) consecutive days of remote support will be provided when the Customer goes live with the CentralSquare Unify solution.
  - Day 1 - Day 3: Remote Go-Live Support – one (1) Consultant (trainer), eight (8) hours each day, during normal business hours (8:00am to 5:00pm local time).

A TCR will be provided to the Customer for signature upon completion of the Go-Live event and CentralSquare provided support, per the Agreement. During Go-Live, issues are reported and managed by CentralSquare with the Customer's assistance. Upon cessation of Go-Live support by CentralSquare, issues are reported and managed by the Customer.

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11. PROJECT CLOSURE

11.1. Project Closure

Project closure activities commence when all project deliverables have been completed. Support of the systems will be transitioned to CentralSquare's Support and monitored per the Support and Maintenance Agreements.

Major Task	Description
Post Go-Live Project Deliverables	Once complete, ensure CentralSquare project manager will provide TCR to Customer for signoff of completed deliverables.
Final Audit	CentralSquare project manager will perform a final audit to ensure all Contractual obligations have been met. A final TCR will be provided to Customer to confirm the project is completed.
Final Transition	CentralSquare project manager performs final transition of Customer to Support who will become the primary conduit for entry, tracking, and resolution of system issues. Customer interaction is officially handed over from the CentralSquare project manager to the CentralSquare Customer Success Manager (CSM).
Project Closure	CentralSquare project manager performs administrative tasks to archive project documents and close the project.

11.1.1. CentralSquare Responsibilities

a) Perform payment reconciliation, deliver final project TCRs which generate remaining invoices.

b) Transition the CentralSquare point of contact from the Project Manager to the CSM and Customer Support Services Department.

c) Provide continued support based on terms of Agreement.

11.1.2. Customer Responsibilities

a) Provide approval of final Project TCRs within five (5) business days.

b) Process payment of final invoices.

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12. Appendix A – Contracted Modifications to Standard CentralSquare Products

Note: Any changes to the requirements documented in approved System OSDs are subject to Change Order.

There are no product modifications proposed for this project.

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13. Appendix J – CentralSquare Connectivity to Enterprise On-Premise Systems Policy

Customer Managed On-Premise Systems

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to on-premise customer systems and/or data. These solutions meet all requirements as contained in the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enables customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

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14. Appendix Y – Workshop and Training Summary

Training/Go-Live Deliverable	Quantity	Training(s)/Workshop(s) Included	Remote/Onsite
Initial Discovery, Configuration: Workshop #1: Kickoff, SMS & Questionnaire (one hour, all agencies need to attend the workshop)	1	One (1) hour workshop	Remote
Initial Discovery, Configuration: Workshop #2: Code-Mapping (one hour, all agencies need to attend the workshop)	1	One (1) hour workshop	Remote
Isolated CAD Adapter testing	1	Five (5) hour testing event per agency	Remote
Provider End-to-End testing	1	Five (5) hour testing event per agency	Remote
Functional Acceptance Testing (Customer End-to-End Testing)	1	Sixteen (16) hour testing event per agency	Remote
CAD-to-CAD Hub Portal Console and Administrator Training (all agencies need to attend this training session)	1	Four (4) hour training session	Remote
CAD-to-CAD Hub Portal Console and Administrator Training (recap prior to Go-Live)	1	Two (2) hour training session	Remote
CentralSquare Unify Go-Live Support Services	1	Three (3) days Go-Live Support - one (1) Consultant, eight (8) hours each day, during normal business hours.	Remote

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Attachment C
Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. Product Updates and Releases

1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.

1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.

1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

2.1. CentralSquare shall provide to Customer support via toll-free phone number *833-278-7877* or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.

2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a Defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. Online Support Portal

Online support is available via https://support.centralsquare.com/s/contact-us, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support

obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Customer Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.

5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;

5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;

5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;

5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;

5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;

5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and

5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 – Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Non-Critical Priority 3 issues must be reported via Https://support.centralsquare.com/s/contact-us

Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Minor Priority 4 issues must be reported via Https://support.centralsquare.com/s/contact-us

7. **Exceptions.** CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:
   7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented Defect.
   7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.
   7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.
   7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.
8. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – **Critical**	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.

Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have no defined resolution time.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

9. Cases needing development. Support cases that require code development (e.g. writing, modifying or reviewing source code to create new functionality, resolve issues, or improve existing features) will be transferred to the appropriate product development team. Cases transferred to product development will be reviewed to determine the nature of the request, the severity of the impact on the performance of the solution, and the availability of a resolution. CentralSquare reserves the right to close out Non-Critical (Priority 3) and Minor (Priority 4) support cases, without resolution, for development items that do not reasonably fall within the current product roadmap.

10. Non-Production Environments. CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.

10.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.

10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.

11. Training. Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.

12. Development Work. Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

13. Technology Life Expectancy. Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting https://securesupport.centralsquare.com.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

> *Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.*

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

Attachment D

Service Level Commitments

The following applies to any cloud-hosted CentralSquare software only. The following does not apply to any on-premise software, hardware, or third-party products.

1. **Service Level Commitments**

   A. Availability. During any calendar month, the availability of the Solution shall be no less than 99.99%, excluding scheduled maintenance. CentralSquare shall provide Customer with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the Solution, as well as continual periodic updates during the unscheduled downtime regarding CentralSquare's progress in remedying the unavailability and estimated time at which the Solution shall be available.

   B. Measurement. Service availability is measured as the total time that the solutions are available during each calendar month for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment only, and the points of measurement for all monitoring shall be the servers and the internet connections at CentralSquare's hosted environment.

   C. Calculation. Service availability for a given month shall be calculated using the following calculation:
      I. The total number of minutes which the service was not available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.
      II. Service availability targets are subject to change due to the variance of the number of days in a month.
      III. The total number of minutes which the service was not available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

   D. Remedy. If the service period target measurement is not met, then the customer shall be entitled to a credit calculated as follows:

Service availability in the relevant Service period	Percentage reduction in monthly fee for the subsequent service period
Less than 99.99% but greater than or equal to 99.9%	1%
Less than 99.9% but greater than or equal to 99.5%	5%
Less than 99.5%	10%

   E. Credit must be requested by the customer within sixty (60) days of the failed target. Any credit awarded shall be applied to the next applicable invoice. Customer shall not be eligible for credits where customer is more than thirty (30) days past due on their account.

2. Exceptions. The Service Level Commitments and availability stated in this Exhibit do not cover services interruptions or performance issues that are caused by factors outside of CentralSquare or it's hosting partner's control. Such factors may include, but are not limited to:

A. Internet Access. Issues relating to Customer's internet access. Any outages, slowdowns, or other problems related to the internet connection are explicitly disclaimed;

B. Customer's Internal Network Issues. Issues originating from Customer's internal network such as network congestion, network equipment failure, or misconfigurations are explicitly disclaimed;

C. Third-Party Acts. Issues caused by the acts or omissions of third-parties, including providers of internet services, or for issues arising from third-party software or hardware that is not provided by CentralSquare is explicitly disclaimed;

D. Gross Negligence or Willful Misconduct. Issues relating to the failure or delay in performance to the extent caused by the acts or omissions of Customer or its agents constituting gross negligence or willful misconduct are explicitly disclaimed; and,

E. Force Majeure. A force majeure event such as natural disasters, acts of God, or any other cause constituting force majeure are explicitly disclaimed.

3. Server Performance & Capacity. The standard provisioning of storage for the cloud solutions is 1 terabyte. If Customer requests to add additional Software, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply at per unit (gigabyte, hour, license, etc).

4. Releases. Customer agrees keep the software up-to-date with the cloud release cycle as determined by CentralSquare. Staying current is essential to address security, performance, and infringement issues, and is required for receiving software support. All modifications, revisions, and updates to the software will be provided through new releases, accompanied by documentation updates whenever the CentralSquare deems necessary.

5. Non-Production Environments. Included in the subscription fee is access to the training environment during the hours of 8:00am – 4:00pm EST, Monday through Friday. Should the Customer require extended access for items such as internal training, CentralSquare can make exceptions provided that Customer provide reasonable advance written notice. CentralSquare will then work with the Customer to enable access in accordance with an agreed upon schedule.

TriTech Software Systems
9477 Waples Street, Ste. 100
San Diego, CA 92121
Phone: 858.799.7000
Fax: 858.799.7011
www.tritech.com

SOFTWARE SUPPORT AGREEMENT

TRITECH SOFTWARE SYSTEMS

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SOFTWARE SUPPORT AGREEMENT

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SOFTWARE SUPPORT AGREEMENT

Client:	The City of Upland, a municipal corporation Upland Police Department
Address:	1499 W. 13th St.
City, State, Zip:	Upland, CA 91786
Phone, Fax:	909.367.9881 / fax:
Contact Name:	Chief Brian Johnson

This Agreement is made by and between TriTech Software Systems, a California corporation, referred to herein as "TriTech", with offices at 9477 Waples Street, Ste. 100, San Diego, California 92121 and Client named above, referred to herein as "Client".

A. WHEREAS, TriTech and Client have entered into a System Purchase Agreement dated April 25, 2017, (the "Purchase Agreement"); and

B. WHEREAS, this Software Support Agreement (this "Agreement") is entered into to provide Software Support for the TriTech Software on an annual basis as further defined herein; and

C. WHEREAS, during the initial term of this Agreement, TriTech shall act as the Prime Contractor for maintenance of the System and shall provide the single point of contact with the Client as further defined herein;

NOW, THEREFORE, in consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, TriTech and Client agree as follows:

1.0 DEFINITIONS

1.1 All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given them in the Definitions section of the Purchase Agreement, which section is incorporated by reference herein as though set forth in full.

2.0 TERM AND TERMINATION

2.1 The initial term of Software Support services provided under this Agreement shall begin at first Go Live for the TriTech Software and end twelve (12) months thereafter. Software Support for subsequent annual terms shall be subject to renewal of this Agreement and payment of the renewal Software Support fees. Following the initial term, either party may terminate this Agreement upon written notice to the other party ninety (90) days prior to the end of the then current annual support term. Provided that notice of termination has not been provided, on or

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before the expiration of the then current support term, and at each annual anniversary thereof, TriTech shall provide to Client a Software Support Renewal Notice for signature. TriTech reserves the right to change the terms and conditions upon which Software Support shall be offered for renewal terms, subject to written notice to Client.

2.2 Following the initial term of this Agreement, either party shall have the option, upon prior written notice as provided in this section, to terminate support and maintenance for applicable Subcontractor Software which is provided through TriTech as the Prime Contractor. In such event the Client shall enter directly into Support Agreement(s) with the individual Subcontractor(s). In order to provide continuity of support, either party shall notify the other party at least ninety (90) days prior to the end of the initial term of this Agreement of its intentions for continuation through TriTech as the Prime Contractor of support and maintenance for such Subcontractor Software. Support for Subcontractor Software if applicable under this Agreement will be provided in accordance with the applicable Subcontractor's terms for support which are attached hereto at Addendum C.

2.3 Either party may terminate this Agreement upon written notice to the other party in the event that (i) the other party fails to comply with any material term or condition of this Agreement, provided that such failure has not been cured within thirty (30) days receipt of written notice of such failure; or (ii) the other party's business operations are disrupted or discontinued for more than thirty (30) days by reason of insolvency, bankruptcy, receivership or business termination; or (iii) written notice of termination for convenience is provided by one Party to the other Party within ninety (90) days' prior to the end of the then current support term.

2.4 Client may terminate this Agreement without cause upon thirty (30) days' prior, written notice. Prepaid Support fees for the annual term in which such termination occurs will not be refunded.

3.0 SUPPORT FEE(S)

3.1 Software Support fee(s) to be paid by Client for the initial term of this Agreement are established based on the software licenses purchased under the System Purchase Agreement. The Software Support fee for the first renewal term shall be the amount specified in Addendum A hereto, subject to the adjustments as described in 3.2. In the event that this Agreement is terminated due to a claim of infringement pursuant to Section 18.0 of the Purchase Agreement, then TriTech will provide a prorated refund of the Software Support fees paid for the annual term in which this Agreement is terminated.

3.2 Unless otherwise terminated as provided herein, TriTech shall notify Client prior to the end of the initial support term of the Software Support fees for the first renewal term. Unless otherwise agreed in writing, Software Support fees shall be due on or before the commencement of each annual support term and are due for all TriTech Software applications and modules licensed to Client. Software Support fee for the first renewal term and all renewals thereafter shall be subject to increase on an annual basis at a rate of 5%. Additional licenses purchased by Client during any annual support period will result in additional support fees which shall be prorated to be coterminous with Client's then current support period.

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3.3 Software Support fees do not include reasonable travel, food or lodging expenses incurred by TriTech for support services provided at Client's site or other locations remote from TriTech's principal place of business, as approved in writing in advance by Client. Such expenses shall be paid by Client on receipt of TriTech's invoice for such expenses. Travel costs submitted for reimbursement will be actual costs, plus a five percent (5%) administrative fee.

3.4 If Client ceases to keep in force an annual Software Support Agreement, any resumption of such annual support shall be subject to payment by Client of all past unpaid Software Support fees in addition to the Software Support fee for the current support year. Payment of applicable fees for any additional services required to bring Client's system current, which fees shall be charged at TriTech's then current rates for such services, shall also be the responsibility of the Client. Client acknowledges and agrees that the preceding clause is reasonable in light of the fact that the expenses incurred and resources devoted by TriTech to further development, enhancement and support of the TriTech Software must be spread over TriTech's client base and fairly shared by all TriTech Software users.

3.5 All amounts due and payable to TriTech hereunder shall, if not paid when due, bear a late charge equal to one and one-half percent (1-1/2 %) per month, or the highest rate permitted by law, whichever is less, from thirty (30) days after their due date until paid. Failure to pay annual Software Support fees when due may result in a notice of termination in accordance with section 2.3.

Remittance Address for Payments Only:
TriTech Software Systems
P.O. Box 203223
Dallas, TX 75320-3223

3.5.1 Payments may be made by check; wire transfer; or Automated Clearing House ("ACH"). TriTech will provide banking information if Client requests to pay by wire transfer or ACH.

3.6 Except for taxes for which Client provides TriTech with written certification of its tax-exempt status, if TriTech is required to collect or pay sales, use, property, value-added, or other such taxes based on the software or services provided under this Agreement, and/or Client's use thereof, then such taxes shall be invoiced to and paid by Client on receipt of such invoice.

4.0 SUPPORT SERVICES, POINT OF CONTACT, AND CODE OF CONDUCT

4.1 TriTech will provide support services as more fully described in Addendum B. Services will be performed in compliance with all applicable local, State, and federal laws, statutes, orders and regulations and applicable industry standards for such services.

4.2 Client shall appoint a principal point of contact with a level of knowledge of the TriTech Software and Client's computer environment to manage the reporting of Software Errors to TriTech in accordance with the Software Error Guidelines and Procedures set forth in Addendum B. TriTech reserves the right to request that Client appoint a replacement point of contact upon reasonable written notice to Client.

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4.3 At all times during the term of this Agreement or any renewal period, each party shall ensure that its employees do not engage in a disrespectful, disruptive, demeaning, or otherwise inappropriate or abusive manner in dealing with the other party and its employees. Any such behavior shall be reported to the party's supervisor, manager, or executive as applicable for corrective action. A party's failure to remedy any reported issues related to employee misconduct, including removal of the offending employee from direct contact with the other party, may be cause for termination in accordance with section 2.3 herein.

5.0 SOFTWARE ERROR CORRECTION AND ACCESS

5.1 If, during the term of this Agreement, Client determines that Software Error(s) exist, it will first follow any error procedures specified in the TriTech Documentation. If following the error procedures does not correct the Software Error, Client shall promptly notify TriTech pursuant to the guidelines and procedures described in Addendum B, setting forth the defects noted with specificity requested by TriTech. Upon notification of a reported Software Error, TriTech shall attempt to reproduce and verify the error and, if so verified, will manage the Software Error(s) in accordance with Addendum B. If TriTech is unable to reproduce the Software Error at TriTech's facility, the Client will assist in the research of a support issue including logging or other diagnostic tools as provided by TriTech. TriTech will provide onsite assistance if the Client and TriTech determine that it is necessary for TriTech personnel to travel to Client's site to reproduce the error. If it is determined that reported problem was caused by the TriTech Software, TriTech will be responsible for its travel and related expenses for the onsite visit. In the event that the reported problem is determined to be the result of Equipment, Subcontractor Software or hardware, or System Software not provided by TriTech, or is otherwise not attributable to the TriTech Software Client shall reimburse TriTech for its travel expenses incident to the on-site visit, as well as TriTech's labor related to the on-site visit at its then current hourly rates for technical support and engineering.

5.1.1 If, during the term of this Agreement, Client experiences performance issues with the TriTech Software related to user transaction times (the elapsed time between electronically requesting information [i.e., depressing the "enter" key or mouse button] to the appearance of the data requested on the next screen) that materially degrades the operational use of the TriTech Software, the Client shall notify TriTech in accordance with Addendum B. TriTech will assist the Client to determine the source of the user transaction times issue (TriTech Software, third party products, Client supplied network, etc.). If the related to user transaction times is found to be caused by the TriTech Software, TriTech will use commercially reasonable efforts to resolve the issue according to the Priority status (defined in Addendum B) assigned based on the Subsystem, transaction type, and operational impact on the Client's Users.

5.2 TriTech maintains a Security program for security managing access to Client data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. TriTech will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents). At all times TriTech shall comply with the data security provisions set forth in Section 11.2 of the Purchase Agreement.

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5.3 If required by the Client, TriTech will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the TriTech staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse TriTech for the cost of TriTech Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable TriTech Offices. This provision will apply during the duration of this Agreement.

6.0 SOFTWARE UPDATES

6.1 From time to time at TriTech's discretion, Updates to the TriTech Software and TriTech Documentation will be developed and provided to Client. All Updates to the TriTech Software and TriTech Documentation shall be subject to the terms and conditions of the Purchase Agreement and shall be deemed licensed TriTech Software thereunder. (Updates do not include new versions or separate modules or functions that are separately licensed and priced.)

7.0 LIMITATIONS

7.1 Software Support for the TriTech Software shall be subject to and conditional on Client's implementation and use of a version of the TriTech Software that is the most current general release version thereof that is offered to Client. If Client does not implement the most current general release version when it is made available, TriTech shall only be obligated to provide Software Support for Client's version of the TriTech Software for a period of twelve (12) months thereafter.

7.2 TriTech shall not be obligated to provide Software Support if Client is not current on the payment of all Software Support fees and expenses.

7.3 If any of the following circumstances exist, TriTech shall be entitled to charge additional Software Support fees plus expenses at its then current rates:

7.3.1 Problems in the TriTech Software are caused by modification of the TriTech Software, Subcontractor Software or Hardware, System Software, or Equipment by Client or a third party.

7.3.2 Problems in the TriTech Software are caused by the TriTech Software not being used in accordance with the TriTech Documentation, or other instructions provided by TriTech, or by misuse or neglect.

7.3.3 Problems in the TriTech Software are caused by software not provided by TriTech, not approved by TriTech in writing or not specified as compatible in the TriTech Documentation. (The procedures for loading third party software on a Workstation or Server are set forth in paragraph 7.4 of this Agreement.)

7.3.4 Problems in the TriTech Software are caused by equipment not supplied by TriTech which does not meet the configuration requirements, or Client does not maintain the site and facility as specified in the TriTech Documentation.

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7.3.5 Problems in the TriTech Software are caused by one or more computer viruses that have not been introduced into Client's system by TriTech. Client shall maintain up-to-date virus checking software in accordance with TriTech Documentation and shall check all software received from TriTech or any other person or entity for viruses before introducing that software into any part of the TriTech System. If desired by Client, TriTech will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by TriTech, TriTech will provide a virus-free copy of the TriTech Software, and will, at its expense, reload said software on Client's Equipment. Client shall practice reasonable back-up procedures for the TriTech System in accordance with TriTech Documentation.

7.3.6 Problems in the TriTech Software are caused by Subcontractor Software, unless support for Subcontractor Software is provided under this Agreement, or System Software, including, but not limited to, operating system software.

7.3.7 Problems in the TriTech Software are caused by Equipment or software provided by Client or third parties with which the TriTech Software interfaces or operates (including but not limited to Subcontractor Software or Hardware or System Software), including but not limited to problems caused by changes in such Equipment or software.

7.4 If, at any time after installation of the System, Client desires to load on a Workstation or Server any software not provided by TriTech, it shall, before loading such software, follow the procedures regarding third party software compatibility in the TriTech Documentation, and contact the TriTech Customer Service Department at the telephone numbers listed in Addendum B for assistance as required. **Such action shall not constitute approval, express or implied, for the loading of specific software on a Workstation or Server, nor any express or implied warranty, representation or other obligation by TriTech with respect to such software, including but not limited to its suitability, operability or capability to meet Client's needs or expectations**. Client agrees that if the loading of such third party software by Client degrades the performance of the System, Client shall immediately uninstall such software. TriTech shall not be responsible for any obligations or liabilities related to operation or performance of the System, the TriTech Software, Subcontractor Software, or any other item provided by TriTech under this Agreement, including but not limited to any liabilities for damages related thereto in connection with the installation of such third party software.

7.5 TriTech Software Support under this Agreement, or any renewal or extension thereof, shall not include design, engineering, programming, testing, implementation or other services rendered necessary by changes in Subcontractor Software, System Software or Equipment, or in any other hardware, firmware or software provided by third parties or Client ("Third Party Changes"). Any such services shall be subject to additional charges by TriTech and the written agreement of the parties as to the terms and conditions under which such services are rendered. Absent such agreement, TriTech shall be under no obligation, express or implied, with respect to such Third Party Changes.

7.6 Problems in the TriTech Software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal

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settings on the devices are not warranted by TriTech, or covered under the terms of this Agreement. Client's use of services provided by wireless service providers or carriers, or transmission of data from cell phone carriers, cell phones and operating system are at the Client's sole risk.

7.7 Client is responsible for maintaining the required certifications for access to Client's state CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems.

8.0 EQUIPMENT, SUBCONTRACTOR SOFTWARE AND HARDWARE, AND SYSTEM SOFTWARE

8.1 Maintenance and support for Equipment provided under the Purchase Agreement (except as otherwise stated therein) is not included under this Agreement. However, since proper computer equipment maintenance is required for proper system operation, Client shall acquire and keep in force equipment maintenance agreements for the computer and peripheral equipment used to operate the TriTech Software, or to provide such maintenance in-house with qualified personnel. If Client determines that an item of Equipment provided under this Agreement does not perform as provided in the applicable specifications, Client may contact TriTech using the procedures described in Addendum B. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem and reasonable assistance, as defined in 8.2 below, in determining the cause of the reported problem. Notwithstanding the above, TriTech is not and shall not be a party to such third party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

8.2 Maintenance and support for Subcontractor Software, Subcontractor Hardware, or System Software sold or licensed under the Purchase Agreement shall be subject to and provided in accordance with any maintenance agreements between Client and the suppliers thereof, or other third party maintenance providers, or the provisions of the applicable Subcontract support terms provided hereto at Addendum C if continued annual support for the applicable Subcontractor Software is provided under this Agreement as further defined herein. If Client determines that an item of Subcontractor Software or Hardware, or System Software provided under the Purchase Agreement does not perform as provided in the applicable Specifications, Client may contact TriTech using the procedures described in Addendum B. TriTech shall thereupon provide Help Desk services to Client with respect to the reported problem and provide reasonable assistance to Client in determining the causes of the reported problem. Reasonable assistance consists of an evaluation of the reported problem in order to determine if the problem is being caused by a TriTech Software issue or an issue with a Third Party Item that needs to be addressed by the applicable Vendor. As part of the evaluation process, TriTech will share with the Client non-proprietary information related to the diagnosis such as error messages, database trace information and other information that led TriTech to diagnose the Third Party Item as the likely cause and which may aid the Client in seeking a resolution from the applicable manufacturer or Vendor. For issues involving Windows O/S software (Microsoft) that generally affect the operation of the TriTech Software and are not caused by a Client specific installation or configuration of the O/S, TriTech will work with Microsoft to coordinate the resolution. Notwithstanding the above, TriTech is not and shall not be a party to such third party maintenance agreements nor shall TriTech have any obligation or liability thereunder.

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9.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1 TriTech shall indemnify, defend, save, and hold the City of Upland, its elected officials, officers, employees, volunteers, and agents (collectively, "Indemnitees") harmless from any and all claims, lawsuits and/or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of TriTech, its employees, agents, contractors, or any subcontractor as a result of TriTech's or any subcontractor's performance pursuant to this Agreement; however, TriTech shall not be required to indemnify Client for any claims or actions caused to the extent of the negligence or wrongful act of any Indemnitee. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of any Indemnitee, TriTech's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

9.2 Notwithstanding the foregoing, the total liability of TriTech for any claim or damage arising under this Agreement or renewals thereof, whether in contract, tort, by way of indemnification or under statute shall be limited to (i) direct damages which shall not exceed the Software Support fees paid under this Agreement by Client to TriTech for the twelve (12) month term during which the cause of action for such claim or damage arose; or (ii) in the case of bodily injury, death, or property damage for which defense and indemnity coverage is provided by TriTech's insurance carrier(s), the coverage limits of such insurance. While this Agreement is in force, TriTech shall maintain insurance coverage as set forth in Section 17 of the Purchase Agreement.

9.3 IN NO EVENT SHALL TRITECH BE LIABLE, WHETHER IN CONTRACT OR IN TORT, FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR NON-USE OF THE TRITECH SOFTWARE, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER TRITECH HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

10.0 DISPUTE RESOLUTION

10.1 The Parties desire to first attempt to resolve certain disputes, controversies and claims arising out of this Agreement or any Addenda hereto before a Party begins litigation. Prior to commencing litigation, at the written request of either Party, the Parties agree to meet onsite at the Client's location as determined by the Parties, and negotiate in good faith to resolve any dispute arising under this Agreement. Each Party shall be responsible for its associated travel costs. If the above negotiations do not resolve the dispute with sixty (60) days of the initial written request, either Party may take appropriate legal action.

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11.0 SEVERABILITY

11.1 If any term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

12.0 FORCE MAJEURE/EXCUSABLE DELAY

12.1 Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of Equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13.0 CONSTRUCTION AND HEADINGS

13.1 The division of this Agreement into sections and the use of headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

14.0 WAIVER

14.1 The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision.

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

15.0 ENTIRE AGREEMENT

15.1 This Agreement and its Addenda or Amendment(s) represent the entire agreement between the parties hereto and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written agreements, oral agreements, representations, understandings or negotiations with respect to the matters covered by this Agreement.

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16.0 APPLICABLE LAW

16.1 Except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of California without regard to its conflict of law provisions and not including the United Nations Convention on Contracts for the International Sale of Goods if such convention would otherwise be applicable.

17.0 ASSIGNMENT

17.1 TriTech may assign this Agreement entirely in its discretion upon the express written assumption of the obligations hereunder by the assignee.

18.0 NOTICES

18.1 All notices required to be given under this Agreement shall be made in writing by (i) first-class mail, postage prepaid, certified, return receipt, (ii) by regularly scheduled overnight delivery, (iii) by facsimile or e-mail followed immediately by first-class mail, or (iv) by personal delivery, to the address set forth below, or such other address as provided in writing. Such notices shall be deemed given three (3) days after mailing a notice or one (1) day after overnight delivery thereof.

To Client:	To TriTech:
Upland Police Department	TriTech Software Systems
1499 W. 13th St.	9477 Waples Street, Ste. 100
Upland, CA 91786	San Diego, CA 92121
Attn: Chief Brian Johnson	Attn: Contracts

19.0 GENERAL TERMS

19.1 This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent to any assignment of this Agreement by either party except as provided in the ASSIGNMENT section of this Agreement.

19.2 This Agreement shall not become a binding contract until signed by an authorized officer of both parties, and it is effective as of the date so signed.

19.3 This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

19.4 The provisions contained herein shall not be construed in favor of or against either party because that party or its counsel drafted this Agreement, but shall be construed as if all parties prepared this Agreement.

19.5 Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders.

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19.6 A facsimile of this Agreement, its exhibits and amendments, and notices and documents prepared under this Agreement, generated by a facsimile machine (as well as a photocopy thereof), or a scanned and emailed copy shall be treated as an original.

19.7 This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

SIGNATURE PAGE FOLLOWS

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19.8 EACH PARTY'S ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS HEREOF AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHERWRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY EACH PARTY.

CITY OF UPLAND

Accepted By (Signature)

Martin Thouvenell
Printed Name

City Manager
Title

4-25-17
Date

TRITECH SOFTWARE SYSTEMS

Accepted By (Signature)

Tony Eales
Printed Name

Chief Executive Officer
Title

20 April 2017
Date

TRITECH SOFTWARE SYSTEMS

Accepted By (Signature)

Blake Clark
Printed Name

Chief Financial Officer
Title

20 April 2017
Date

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ADDENDUM A

SUPPORT FEES

Support fees for the initial term beginning at first Go Live for the TriTech Software and ending twelve (12) months thereafter, are included under the Contract Price in the System Purchase Agreement. Based on the licenses purchased under the System Purchase Agreement, the annual support fee for the first renewal term (to begin 12 months post Go Live) will be $77,755.18. This amount does not include applicable annual recurring subscription fees which will be invoiced at time of support renewal for convenience.

Prior to the end of the then current support term, and each subsequent annual support term, TriTech will forward an invoice to Client for the annual support fee, which fees are subject to increase in accordance with section 3.2 of this Agreement. An increase in the TriTech Software licenses granted to Client will result in an increase in the Software Support fee.

TriTech's Software Support fees do not include fees for third party applications, or embedded software required, including but not limited to CAD Mapping or Mobile Mapping fees.

Option:

As further defined in Addendum B hereto, standard Software Support for Inform RMS, Inform Jail, Inform FBR, and Inform Fire applications is provided on an 8x5 basis. Support fees for 8x5 support is calculated at a lesser rate than 24x7 support. However, as an optional upgrade, Client may purchase Software Support for these TriTech Software applications on a 24x7 basis (this option is not available for CrimeView or FireView) with the applicable adjustment in support fee. **If this option has been chosen, check the box below:**

Optional Support Upgrade to 24x7 for Inform RMS **Yes** ☐

Optional Support Upgrade to 24x7 for Inform Jail **Yes** ☐

Optional Support Upgrade to 24x7 for Inform FBR **Yes** ☐

Optional Support Upgrade to 24x7 for Inform Fire **Yes** ☐

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ADDENDUM B

SOFTWARE ERROR CORRECTION GUIDELINES AND PROCEDURES

(1) All TriTech Software Errors reported by Client's personnel shall be resolved as set forth below. The response and resolution plan will be based upon the Service Level Agreement terms specified below by product. The Client may elect to downgrade the urgency of the issue if the operational impact is not severe. The Client may also request an upgraded response to a lower priority issue if the issue has a significant operation impact by requesting to speak to a supervisor/manager from TriTech's Customer Service Group.

(2) If Client determines a Software Error exists, Client shall immediately notify TriTech by telephone, followed by an error report in writing, setting forth the defects noted with specificity requested by TriTech.

> **Note (a): Critical Priority and Urgent Software Errors must be reported via telephone at the number listed in the Support Issues Priority and Response Matrix under section (9) below. If Critical Priority or Urgent Priority Software Errors are not reported via the telephone, the stated response and resolution times will not apply.**
>
> Note (b): High, Medium, and Lower Priority Software Errors may be reported via email to the address listed in the matrix below, or through TriTech's Support website via the Customer Service portal on TriTech's website.

(3) "Normal Customer Service Hours" (Business Hours) are 7:30a.m. through 7:30p.m. (Central), Monday through Friday, excluding TriTech holidays.

(4) The main support line will be answered by TriTech's Customer Service Department, or TriTech's answering service, depending on the time/day of the call. During Normal Customer Service Hours, a Customer Service Representative will directly answer the support telephone call. If a Customer Service Representative is not available to answer your call during Normal Customer Service Hours, the call will automatically be routed to the TriTech operator. If all Customer Service Representatives are busy, the operator will offer the option to leave a message, or in the case of a Critical Priority problem, as described below, locate a Customer Service Representative.

(5) Following Normal Customer Service Hours, the call will be automatically routed to TriTech's answering service. Any calls routed to the answering service will be escalated to an on-call Customer Service Representative on-call for prompt follow-up and resolution, if required.

(6) During Normal Customer Service Hours, each issue will be assigned a ticket number. This number should be used for all subsequent inquiries relating to the original reported issue. Problems reported after Normal Customer Service Hours will be logged and assigned an issue number the next business day. Enhancement requests should be emailed to support@tritech.com.

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(7) TriTech has approved Bomgar as the sole primary form of support connectivity for TriTech's software applications. Bomgar provides for passwords, advanced authentication, encryption and logging that meet or exceed FBI CJIS standards. The data is stored in a secure technology facility meeting FBI standards. The Client has access to log information through the TriTech support ticket management system Client portal on TriTech's website. Backup support connectivity is also required. The Client will ensure there is either reliable cellular coverage or a landline telephone in each physical area in which a Server or interface equipment is located to allow the Client's team to assist in troubleshooting.

(8) Reported software errors will be responded to and resolved in accordance with the Priorities and Response Matrix in Section 9 below. If requested or specified in the response time criteria below, a TriTech representative will return the call in a manner consistent with the priority and order in which the call was received. Client will make every effort to respond to TriTech in a timely fashion when requests are made for follow-up calls or additional documentation on the reported problem.

a. If a response is not received, or a resolution is not provided in accordance with the Priorities and Response Matrix, the Client may request escalation of the issue in accordance with the TriTech Documentation.

(9) **Priorities and Support Response Matrix**

The following priority matrix relates to software errors resulting from the TriTech Software as further defined in this Agreement. Causes related to non-covered causes - such as hardware, network, and third party products - are not included in this priority matrix and are outside the scope of this Agreement.

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Inform CAD, Inform Mobile, Inform Me, Inform Browser, Interfaces, and GIS Link Response Matrix

Priority	Issue Definition	Response Time
Priority 1 – Critical Priority	24x7 Support for live operations on the production system: A system down event which severely impacts the ability of Users to dispatch emergency units. This is defined as the following: • Inform CAD, Inform Mobile, Inform Me, or Interfaces are down as further defined in the Special Note #1 below. • Critical servers inoperative, as listed in Special Note #1. • Complete interruption of call taking and/or dispatch operations • Loss of transactional data & transactional data corruption This means one or more critical server components are non-functional disabling Inform CAD, or Inform Mobile workstations, or disabling Inform Me. These Software Errors are defined in *Special Note #1*, below.	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes. After Normal Customer Service Hours: Thirty (30) minute callback after client telephone contact to 800. 987.0911. Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.
Priority 2 – Urgent Priority	24x7 Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users to enter incoming calls for service and/or dispatch emergency units. Such errors will be consistent and reproducible. A significant number of the Inform CAD, or Inform Mobile, workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform CAD or Inform mobile workstations, or Inform Me users). These Software Errors are defined in more detail in Special Note #2, below.	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes. After Normal Customer Service Hours: One (1) hour callback after client telephone contact to 800. 987.0911. Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response.
Priority 3 - High Priority	Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from entering incoming calls for service and/or dispatching emergency units, or perform a common call taking or dispatch function. Such errors will be consistent and reproducible. A significant number of Inform CAD, or Inform Mobile, workstations, or Inform Me users are negatively impacted by this error (e.g., does not apply to a minimal set of workstations or users).	Normal Customer Service Hours: Telephone calls to 800. 987.0911 by the first available representative but not longer than 5 minutes after the initial phone call. High Priority issues may also be reported via support@tritech.com. High Priority Issues are not managed after Normal Customer Service Hours.

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Priority	Issue Definition	Response Time
Priority 4 – Medium Priority	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User from entering incoming calls for service and/or dispatch emergency units, or perform a common call taking or dispatch function. This includes system administrator functions.	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call. Medium Priority issues may also be reported via support@tritech.com. Medium Priority issues are not managed after Normal Customer Service Hours.
Priority 5 – Low Priority	Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions	Normal Customer Service Hours: Telephone calls to 800. 987.0911will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call. Low Priority issues may also be reported via support@tritech.com. Low Priority issues are not managed after Normal Customer Service Hours.

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.
Priority 2 – Urgent Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume normal operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.
Priority 3 - High Priority	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Client and TriTech's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Medium Priority	If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
Priority 5 – Low Priority	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

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Special Note #1: Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

1. Inform CAD:
    a. The Inform CAD System is down and all workstations will not launch or function.
    b. The Inform CAD System is inoperable due to transactional data corruption caused by TriTech Software.
    c. The Inform CAD Reporting and Archiving Server is down and the system is configured to use the Reporting Server for dispatching functions (e. g., Premise History).
    d. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
2. Inform Mobile, Inform Me:
    a. The Inform Mobile System, or Inform Me is down and all unit mobile devices are unable to log in or function.
    b. The Inform Mobile System is inoperable due to data corruption caused by TriTech Software.
    c. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
3. Inform Browser, and GISLink:
    a. There are no Critical Priority (Priority 1) issues for these products.

Special Note #2: Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

1. Inform CAD:
    a. Inform CAD users are severely impacted due to one of the following conditions:
        i. Unable to enter new requests for service via the emergency or scheduled call-taking screen.
        ii. A user is unable to verify an address from within the emergency or scheduled call-taking screen.
        iii. The inability to view/edit premise or caution note information.
        iv. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
        v. The system does not perform unit recommendations.
        vi. Inability to assign a unit to an incident.
        vii. Inability to change a unit's status.
        viii. Inability to close an incident.
        ix. Inability to view incident information needed to dispatch an incident.
        x. Disaster Recovery System, following a test failover is inoperable for more than one (1) business day
2. Inform Mobile, Inform Me:
    a. Inform Mobile, or Inform Me users are severely impacted due to one of the following conditions:
        i. Inability to receive new requests for service from Inform CAD.
        ii. Inability to view incident information needed to dispatch an incident.
        iii. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
        iv. Inability to enter a traffic stop or on-view incident.
        v. The inability to view premise or caution note information.
        vi. Disaster Recovery System, following a test failover is inoperable for more than one (1) business day.
3. Inform CAD/Mobile Interfaces:
    a. An Inform CAD Station Alerting Interface is down or Inform CAD Station Alerting Interface repeatedly fails to process a station alert, as part of a unit assignment, or if there is a reoccurring significant delay in the interface processing a station alert as part of a unit assignment (once it is diagnosed that is not being caused by the station alerting system).
    b. An Inform CAD Paging Interface is down.
    c. An interface used for personnel rostering is down.
    d. A CAD-to-CAD interface is down or repeatedly fails to process information into an incident.
    e. An Inform CAD Paging Interface repeatedly fails to process a unit alert as part of a unit assignment.
    f. An ANI/ALI interface repeatedly fails to process information into an incident.
    g. An interface to an external rostering system used to logon units is down.
    h. An AVL interface fails to process updates for over 50% of units.
    i. A mobile interface (MDT or MDC) repeatedly fails to process incident or status change information.
    j. A Standard CAD to External System Incident Data Transfer Interface License (RMS) is down.
4. Inform Browser:
    a. Inform Browser is down and no workstations are able to login (unrelated to the Client's network).
5. GISLink:
    a. There are no Urgent Priority (Priority 2) issues for this product.

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Additional Information:

- Disaster Recovery and Training CAD/Mobile Systems do not generally qualify for after Normal Customer Service Hours support. This would change if the Production System has failed over to the Disaster Recovery System or following a test failover it is inoperable for more than one (1) business day, TriTech will work to resolve the problem according to the Priority 2 response and resolution criteria included above.

- Modifications to installed Inform CAD/Mobile Licensed Software that operates with State and National Criminal Justice Information Systems (State CJIS/NCIC) systems to accommodate Government Mandated Changes, as necessary, dictated by State and Federal agencies having authority over these programs will be provided in a subsequent update.

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Inform RMS, Inform Jail, Inform FBR, Inform Fire

Priority	Issue Definition	Response Time
Priority 1 – **Critical Priority**	Normal Customer Service Hours Support for live operations on the production system: A system down event which severely impacts the ability of Users to log on the system, or severely impacts the ability of Users to book or release inmates. This is defined as the following: • TriTech Inform RMS, Inform Jail, Inform FBR, or Inform Fire server software inoperative • Loss of ability for all Inform RMS, Inform Jail, Inform FBR, or Inform Fire users to log on to system • Inform Jail system down • Loss of transactional data & transactional data corruption This means one or more critical server components are non-functional disabling Inform RMS, Inform Jail, Inform FBR, or Inform Fire workstations. These Software Errors are defined in *Special Note #1*, below.	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes. ***After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Inform RMS, Inform Jail, Inform FBR, and Inform Fire is not managed after Normal Customer Service Hours***. ***If optional 24x7 support is contracted, after Normal Customer Service Hours: Thirty (30) minute call back after Client telephone contact to 800.987.0911.*** Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.
Priority 2 – **Urgent Priority**	Normal Customer Service Hours Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users from performing a common function, or severely impacts the ability of Users to book or release inmates. Such errors will be consistent and reproducible. • Loss of ability for Inform RMS users to enter Case (Incident, Arrest and Custody) records into the system • Loss of ability to transfer Inform FBR Reports • Unable to book or release inmates A significant number of the Inform RMS, Inform Jail, Inform FBR, or Inform Fire workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform RMS, Inform Jail, Inform FBR, or Inform Fire workstations). These Software Errors are defined in more detail in Special Note #2, below.	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes. ***After Normal Customer Service Hours: Unless optional 24x7 support is contracted, support for Inform RMS, Inform Jail, Inform FBR, and Inform Fire is not managed after Normal Customer Service Hours.*** ***If optional 24x7 support is contracted, after Normal Customer Service Hours: One (1) hour call back after Client telephone contact to 800.987.0911.*** Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response

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Priority	Issue Definition	Response Time
Priority 3 - High Priority	Normal Customer Service Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from performing a common Inform RMS, Inform Jail, Inform FBR, or Inform Fire function. Such errors will be consistent and reproducible. • Loss of Non-Critical Data (with "Non-Critical" being defined as not causing an error classified as a P1 or P2 error (above). • NIBRS State reporting issues that cause agency reports to exceed State error submission limits • UCR reporting multiple occurrence of inaccurate data A significant number of Inform RMS, Inform Jail Inform FBR, or Inform Fire workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).	Normal Customer Service Hours: Telephone calls to 800. 987.0911 by the first available representative but not longer than 5 minutes after the initial phone call. High Priority issues may also be reported via CH_ClientServicesTriage@tritech.com. High Priority issues are not managed after Normal Customer Service Hours.
Priority 4 – Medium Priority	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User by preventing routine use of the system. This includes system administrator functions.	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call. Medium Priority issues may also be reported via CH_ClientServicesTriage@tritech.com. Medium Priority issues are not managed after Normal Customer Service Hours.
Priority 5 – Low Priority	Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions	Normal Customer Service Hours: Telephone calls to 800. 987.0911will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call. Low Priority issues may also be reported via CH_ClientServicesTriage@tritech.com. Low Priority issues are not manager after Normal Customer Service Hours.

Priority	Resolution Process	Resolution Time
Priority 1 – **Critical Priority**	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.

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Priority	Resolution Process	Resolution Time
Priority 2 – Urgent Priority	TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.	TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume normal operations on the production system. TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.
Priority 3 - High Priority	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Client and TriTech's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Medium Priority	If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.
Priority 5 – Low Priority	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

Special Note #1: Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

1. Inform RMS:
    a. The Inform RMS System Server is down and unavailable for queries.
    b. The Inform RMS is inoperable due to data corruption caused by TriTech Software.
    c. Law enforcement users are unable to send or receive justice queries and transactions (this Priority applies if the functionality is available through no other available methods within the TriTech Software).
2. Inform Jail:
    a. The Inform Jail System is down and all workstations will not launch or function.
    b. The Inform Jail System is inoperable due to transactional data corruption caused by TriTech Software.
    c. Inform Jail users are unable to book or release inmates.
3. Inform FBR:
    a. The Inform FBR Server is down and unavailable to process reports.
    b. The Inform FBR Server is inoperable due to data corruption caused by TriTech Software.
4. Inform Fire:
    a. The Inform Fire Server is down and unavailable to process NFIRS reports.
    b. The Inform Fire Server is inoperable due to data corruption caused by TriTech Software.

Special Note #2: Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

1. Inform RMS:
    a. The inability to create, save, access, or close records.
    b. The inability to enter property in the evidence module.
    c. The inability to move a piece of property to another location.
    d. The inability to assign a case to an investigator.
    e. The inability to create UCR/NIBRS State Reports.
    f. The inability to complete an expungement on a name record.
    g. The system does not display active master name alerts.
    h. The system does not display active warrants for a master name.
2. Inform FBR:
    a. The inability to create, save, access, or close reports.
    b. The inability to transfer a report to RMS.
    c. The inability to provide master resolution during entry.
    d. A report is unable to complete the approval workflow.
3. Inform Jail:
    a. Inform Jail users are severely impacted due to one of the following conditions:

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i. Unable to book or release inmates.

4. Inform Fire:
    a. The inability to create save, access or close fire records.
    b. The inability to create save, access or close inspections records.
    c. The inability to create save, access or close hazard records.

Additional Information:

- State and Federal mandates relating to justice queries and reporting change from time to time. The following changes are considered covered support items:

    A. Modifications to installed Uniform Crime Reporting (UCR) Program or National Incident Based Reporting System (NIBRS) facilities within the Inform RMS Licensed Software, or National Fire Incident Reporting System (NFIRS) within Inform Fire as necessary, in order to accommodate Government Mandated Changes dictated by State and Federal agencies having authority over these programs.

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CrimeView Desktop, FireView Desktop

Priority	Issue Definition	Response Time
Priority 1 – Critical Priority	There are no Critical Priorities for CrimeView/FireView Desktop.	Not applicable.
Priority 2 – Urgent Priority	Normal Customer Service Hours Support: A serious issue with no workaround that severely impacts the ability of the system to process the data. • The Import Wizard continuous crashes upon trying to open it. A significant number of the CrimeView Desktop or FireView Desktop workstations are negatively impacted by this issue (e.g., does not apply to a minimal set of CrimeView Desktop or FireView Desktop workstations). This issue is defined in more detail in Special Note #1, below.	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes. Urgent Priority issues are not managed after Normal Customer Service Hours. Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response.
Priority 3 - High Priority	Normal Customer Service Hours Support: A Software Error not meeting the criteria of an Urgent Priority, has a workaround available, but which does negatively impact the User from performing a common CrimeView Desktop or FireView Desktop function. Such errors will be consistent and reproducible. • Recent data is not available • Error message in the Crystal Report • Diagnosis of TriTech Desktop software issues and errors • Diagnosis of Configuration issues A significant number of CrimeView Desktop or FireView Desktop workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).	Normal Customer Service Hours: Telephone calls to 800. 987.0911 by the first available representative. High Priority issues may also be reported via omega-support@tritech.com High Priority issues are not managed after Normal Customer Service Hours.
Priority 4 – Medium Priority	Normal Customer Service Hours Support: A Software Error related to a user function which does not negatively impact the User by preventing routine use of the system. This includes system administrator functions. • Annual updates • Geocoding issue • Licensing • Assistance with the setup of TriTech Desktop on a new server and/or user's computer • TriTech software updates These are defined in more detail in Special Note #2, below.	Normal Customer Service Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative. Medium Priority issues may also be reported via omega-support@tritech.com. Medium Priority issues are not managed after Normal Customer Service Hours.

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Priority	Issue Definition	Response Time
Priority 5 – Low Priority	Normal Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions • Provision of the current TriTech Desktop tutorial (digital format)	Normal Customer Service Hours: Telephone calls to 800. 987.0911will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call. Low Priority issues may also be reported via omega-support@tritech.com. Low Priority issues are not managed after Normal Customer Service Hours.

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	No Critical Priority for CrimeView/FireView Desktop	Not applicable.
Priority 2 – Urgent Priority	TriTech will provide a procedural or configuration workaround that allows the Client to resume normal operations on the import system.	TriTech will work to provide the Client with a solution that allows the Client to resume normal operations on the import system within 48 hours of the call being received.
Priority 3 - High Priority	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround within a timeframe that takes into consideration the impact of the issue on the Client and TriTech's User base.
Priority 4 – Medium Priority	TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.	TriTech will work to provide the Client with a resolution which may include a workaround. Priority 4 issues have no guaranteed resolution time.
Priority 5 – Low Priority	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

Special Note #1: Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

1. CrimeView/FireView Desktop
    a. The Import Wizard continuously crashes when accessing the Import Wizard extension within ArcCatalog. This does not include ArcCatalog crashing on its own.

Special Note #2: Priority 4 – Medium Priority issues

1. Annual Updates
    a. Clients are entitled to two (2) saved query updates annually.
        i. The saved query updates are limited to the saved query groups included within the original application configuration and based on the original source field. Adding a new saved query group(s) or changing the source field will incur an additional cost.
    b. Saved query updates are by client request when new query values are made available
2. Geocoding issue
    a. Individual records are not geocoding, this does not include creating new address locators to the profile
3. The software updates includes compatibility with ArcGIS releases but will not be compatible with ArcGIS Desktop 10.5 and beyond due to technical limitation

Not included in support:

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- Change RMS/CAD vendor(s)
- RMS/CAD database schema updates (field length, type, size… table name change, etc…)
- Lookup table updates (code/description)
- Crystal Report updates
- GIS source file updates
- Geocoding rate enhancement
- Re-import of historical data
- Change the GIS format (Shapefile, Personal Geodatabase, File Geodatabase, ArcSDE Geodatabase, etc…) of the reference data or Import Wizard output data.
- Add/remove Import Wizard profile fields
- GIS editing
- Other source file integration
- Additional profiles

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ADDENDUM C

SUBCONTRACTOR SUPPORT TERMS

(Attached, if applicable)

Not applicable.

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Docusign Envelope ID: F6664400-8783-4309-A333-E70187D83175

CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits City Officers from participating in any action concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract") if they receive political contribution(s) from a party, or its agent(s), totaling more than $500 within the twelve (12) months before the proceeding, while a proceeding is pending, and for twelve (12) months following the date of a final decision in a proceeding.

The Levine Act also requires a member of the Upland City Council who has received such a contribution to disclose the contribution on the record of the proceeding and recuse themselves before the proceeding unless the violation has been properly cured.

Current Upland City Council Members are listed at:

https://www.uplandca.gov/city-council-treasurer

Parties and their Agents are responsible for accessing the link to review the names and disclosing their applicable contributions to City Officers on the record of a proceeding.

As a party to a proceeding, you are also required to provide information below about contributions made by you, your agents on behalf of you or your organization, your organization subject to the proceeding with the City, and any organization you direct or control pursuant to the aggregation rules at FPPC Reg. § 18438.5, except for uncompensated officers of a nonprofit organization. This form is to be submitted to the City of Upland and is a public record. If you have any questions about this form, please contact your City representative for assistance.

1. Have you or your company, or any agent/board member on behalf of you or your company/entity, made any political contributions of more than $500 to any Upland City Council Member in the 12 months preceding the date of the submission of your proposal or application, or the anticipated date of any Council action?

___ YES If yes, please identify the Council Member(s):_____

✓ NO

2. Do you or your company/entity, or any agency on behalf of you or your company/entity, anticipate or plan to make any political contribution of more than $500 to any Upland City Council Member in the 12 months following any Council action related to your proposal or application?

___ YES If yes, please identify the Council Member(s):_____

✓ NO

Answering yes to either of the two questions above does not preclude the Upland City Council from awarding a contract or approving an application or any subsequent action. It does, however, preclude the identified Council Member(s) from participating in any actions related to your proposal or application.

3/13/2026
Date

DocuSigned by:
Ron A. Anderson
D0E45FA2938A4EB...
Signature of authorized individual

CentralSquare Technologies, LLC
Company/Applicant Name

(Levine Act definitions on reverse side)

Docusign Envelope ID: F6664400-8783-4309-A333-E70187D83175

LEVINE ACT DISCLOSURE STATEMENT DEFINITIONS

Term	Definition	Law
Covered "proceedings"	A proceeding to grant, deny, revoke, restrict, or modify a license, permit or other entitlement for use, that does not solely involve purely ministerial decisions and is: (1) Applied for by the party; (2) Formally or informally requested by the party; or (3) A contract between the agency and the party or a franchisee granted by the agency to the party, other than a contract that is **competitively bid**, a **labor contract**, or a **personal employment contract**.	FPPC Reg 18438.2(a)
Party	Any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.	Gov. Code 84308(a)(1)
Participant	Any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.	Gov. Code 84308(a)(2) FPPC Reg 18438.4
Agent	A person who represents a party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding. See FPPC Reg 18438.3 for exceptions for certain consultants.	FPPC Reg 18438.3
Competitively Bid	A contract required by law to be awarded to the lowest responsible bidder with a responsive bid, or, if the successful bidder refuses or fails to execute the contract, to the next lowest bidder with a responsive bid.	FPPC Reg 18438.2(a)(3)(A)
Labor Contract	A contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under an employment or retirement policy for employees or retirees, including a project labor agreement entered under Public Contract Code Section 2500.	FPPC Reg 18438.2(a)(3)(B)
Personal Employment Contract	A contract for employment, including the terms and conditions of employment, between the agency and an agency employee. A contract with an independent contractor is NOT a personal employment contract.	FPPC Reg 18438.2(a)(3)(C)-(D)

Staff Report

CITY OF UPLAND
"The City of Gracious Living"

DATE: March 23, 2026
TO: MAYOR AND CITY COUNCIL
FROM: MICHAEL BLAY, CITY MANAGER
PREPARED BY: DAMIEN R. ARRULA, ASSISTANT CITY MANAGER
RICHARD GONZALES, DEPUTY PUBLIC WORKS DIRECTOR – UTILITIES
ROSA GUTIERREZ, ENGINEERING MANAGER – UTILITIES
LIZ RODRIGUEZ, MANAGEMENT ANALYST
SUBJECT: EMERGENCY REPAIR WORK FOR 26 W. 15TH STREET TRANSFER STATION UPDATE

RECOMMENDED ACTION:
It is recommended that the City Council receive and file the status update related to the KSM Electric, Inc. contract for emergency repair work at the 26 W. 15th Street Transfer Station.

GOAL STATEMENT
The proposed action supports the City's goal of maintaining critical public works and utilities support facilities in good operable condition in order to provide safe, reliable service to the community.

BACKGROUND
On February 9, 2026, the City Council adopted Resolution No. 6866 declaring an emergency condition and approved the emergency repair work at the 26 W. 15th Street Transfer Station. This included approval to execute a contract with KSM Electric, Inc. The emergency action was necessary to address facility conditions requiring immediate repair to maintain safe and reliable operations. Per the City's Purchasing Policy, emergency purchases require a recurring update during City Council agendas until such time as the work is completed.

The work generally includes electrical system repairs, replacement of damaged or failing electrical components, troubleshooting and restoration of power and control systems, and associated work necessary to restore the facility to safe and operational condition. Following Council authorization, staff proceeded with contract development with KSM Electric, Inc. to perform the required emergency repair work at the Transfer Station.

Following Council authorization, staff proceeded with contract development with KSM Electric, Inc. to perform the required emergency repair work at the Transfer Station.

ISSUES AND ANALYSIS
Staff has continued advancing the project toward construction. Staff has developed the pre-construction meeting agenda, which outlines the project schedule, coordination procedures, and key administrative and construction requirements necessary prior to commencement of work.

In addition, the project has been registered with the California Department of Industrial Relations, and a DIR project number has been issued. Staff has also submitted the necessary documentation for issuance of a Purchase Order in support of the contract.

At this time, no additional City Council action is required beyond receipt and filing of this status update.

ENVIRONMENTAL DETERMINATION
This action is not a project subject to CEQA and is exempt under Section 15378(b)(5) of the CEQA Guidelines as an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment.

FISCAL IMPACTS
There is no fiscal impact associated with this action.

ALTERNATIVES
Provide alternative direction to staff.

CEQA: Exempt under Section 15378(b)(5) of the CEQA Guidelines.

Staff Report

CITY OF UPLAND
"The City of Gracious Living"

DATE: March 23, 2026
TO: MAYOR AND CITY COUNCIL
FROM: MICHAEL BLAY, CITY MANAGER
PREPARED BY: DAMIEN R. ARRULA, ASSISTANT CITY MANAGER
JESSICA GORDON, DEPUTY PUBLIC WORKS DIRECTOR - OPERATIONS
BOB CRITCHFIELD, ENGINEERING MANAGER
SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING THE MEASURE I CONTINUATION EXPENDITURE PLAN DEVELOPED BY THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

RECOMMENDED ACTION:
It is recommended that the City Council adopt a Resolution approving the Measure I Continuation Expenditure Plan developed by the San Bernardino County Transportation Authority.

GOAL STATEMENT
The proposed action supports the City's goal of continuing to maintain and improve the city's public roadway facilities.

BACKGROUND
Measure I is a one-half of one percent transactions and use tax originally approved by San Bernardino County voters in 1989 and renewed in 2004. The measure provides dedicated funding for transportation improvements throughout the County and is currently set to expire on April 1, 2040.

ISSUES AND ANALYSIS
The San Bernardino County Transportation Authority (SBCTA) is proposing a continuation of Measure I beyond 2040, which is anticipated to be placed before voters on the November 3, 2026 ballot. If approved by voters, the continuation would maintain the existing one-half of one percent sales tax rate without increasing taxes and is estimated to generate approximately $7.5 billion over its first 30 years. Revenues would remain within San Bernardino County and would continue to be dedicated exclusively to transportation-related purposes.

The proposed Expenditure Plan allocates revenues by percentage and geographic subarea. The City of Upland is located within the San Bernardino Valley Subarea, where funds would be allocated as follows: twenty-five percent (25%) for Local Mobility, fifty percent (50%) for Regional Mobility, and twenty-five percent (25%) for Operations. Local Mobility funds are distributed directly to jurisdictions based upon population and may be used for street rehabilitation, pothole repair, sidewalks, bicycle facilities, grade separations, and related improvements. Jurisdictions must adopt an annually updated Five-Year Plan to receive funds, and five percent (5%) must initially be reserved for active transportation projects.

Regional Mobility funds support major regional projects such as freeway and interchange improvements, rail capital and rehabilitation, congestion management, and relayed system enhancements, with expenditures determined by the SBCTA Board based on recommendations from local representatives. Operations funds support transit and mobility services, including bus and rail operations, senior and specialized transportation services, rideshare programs, and first/last mile connections. Additionally, three percent (3%) of total countywide revenue is reserved for Interregional Mobility projects addressing key corridors, goods movement, and emergency and disaster response infrastructure.

The Expenditure Plan includes return-to-source provisions, annual local audits, biennial SBCTA audits, and continued oversight by an Independent Taxpayer Oversight Committee. Pursuant to Public Utilities Code Section 180206, the Expenditure Plan must be approved by the County Board of Supervisors and a majority of the cities representing a majority of the incorporated population in order to place the measure before voters. Participating jurisdictions are being asked to consider the Resolution in advance of the deadlines necessary to place the measure on the November 2026 ballot.

ENVIRONMENTAL DETERMINATION
There is no environmental impact for approving the Measure I Continuation Expenditure Plan. Future projects funded by the Plan are typically exempt from CEQA as the resultant work falls under CEQA Categorical Exemption pursuant to State CEQA Guidelines Section 15301 Class 1 (Existing Facilities) and Section 15302 Class 2 (Replacement or Reconstruction).

FISCAL IMPACTS
There is no fiscal impact associated with this action.

ALTERNATIVES
Provide alternative direction to staff.

CEQA: Not a Project

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UPLAND, STATE OF CALIFORNIA, APPROVING EXPENDITURE PLAN FOR THE EXPENDITURE OF REVENUES IN SAN BERNARDINO COUNTY EXPECTED TO BE DERIVED FROM THE PROPOSED CONTINUATION OF MEASURE I

WHEREAS, the voters of San Bernardino County passed Measure I in November 1989 and renewed it in 2004, authorizing San Bernardino Associated Governments, acting as the San Bernardino County Transportation Authority, to impose a one-half of one percent transactions and use tax for transportation improvements, applicable in the incorporated and unincorporated territory of the County of San Bernardino, through April 1, 2040, and

WHEREAS, Measure I has provided funding for numerous transportation projects, including freeways, local roads, major streets, interchanges, the Metrolink commuter train system, public buses, traffic signals, and more; and

WHEREAS, the imposition of the one-half of one percent transactions and use tax is set to expire in 2040, and

WHEREAS, San Bernardino County Transportation Authority, after engagement with private sector stakeholders and city and County representatives, has prepared an Expenditure Plan for the revenues expected to be derived from the proposed continuation of Measure I, which is anticipated to be placed on the November 3, 2026, ballot, and

WHEREAS, the proposed Expenditure Plan for the continuation of Measure I is attached hereto as Exhibit 1, and

WHEREAS, if approved by the voters, the continuation of Measure I would authorize the collection of a one-half of one percent sales tax and generate an estimated $7.5 billion in its first 30 years for local transportation projects, and

WHEREAS, if approved by the voters, the continuation of Measure I would not institute a new tax, but continue the existing one-half of one percent sales tax for transportation after April 1, 2040, and

WHEREAS, revenues raised from the continuation of Measure I would remain in San Bernardino County and could not be allocated by the state or federal government, and

WHEREAS, Measure I would provide a long-term funding source to help fight traffic congestion; improve local streets, major roads and highways; and enhance San Bernardino County's economy by providing construction-related jobs, manufacturing jobs, and an effective transportation system to meet the needs of residents and the business community; and

WHEREAS, Public Utilities Code section 180206 requires that the Measure I Continuation Expenditure Plan be approved by the County Board of Supervisors and a majority of the cities representing a majority of the population residing in incorporated areas.

NOW, THEREFORE, the City Council of the City of Upland hereby finds, determines and resolves as follows:

Section 1. The City Council of the City of Upland, State of California, hereby approves the Measure I Continuation Expenditure Plan developed by the Board of Directors of the San Bernardino County Transportation Authority (Exhibit A).

Section 2. Compliance with California Environmental Quality Act. The City Council finds that this Resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Further, if the activity is deemed a project this City Council finds that this Resolution is exempt pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

Section 3. Certification. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 4. Severability. If any section, subsection, subdivision, sentence, or clause or phrase in this Resolution or any part thereof is for any reason held to be unconstitutional, invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases are declared unconstitutional, invalid, or ineffective.

Section 5. Effective Date. This Resolution shall become effective immediately.

PASSED, APPROVED and ADOPTED this 23rd day of March, 2026.

_____
Bill Velto, Mayor

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 23rd day of March, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST: _____
Keri Johnson, City Clerk

Exhibit A

Transportation Expenditure Plan

Revenue Estimates and Distribution. Allocation of revenue authorized by Ordinance No. 26-1 is established within this Expenditure Plan. Funds shall be allocated by percentage of the actual revenue received. An estimate of revenues and allocation among categories for the first 30 years is $7.5 billion. The estimated revenue is based upon 2026 value of money and is not binding or controlling.

Return to Source. After deduction of required CDTFA fees, funds dedicated for the Interregional Mobility Expenditure Plan and authorized administrative costs, revenues generated from each specified Subarea within San Bernardino County will be expended on projects of direct benefit to that Subarea. Revenues will be accounted for separately for each Subarea and then allocated to specified project categories. Decisions on how revenues for certain project categories are expended within the Subareas will be made by the Authority Board of Directors, based upon recommendation of local representatives.

Subarea Identification. The San Bernardino Valley Subarea will include the cities of Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland and Yucaipa and unincorporated areas in the east and west portions of the San Bernardino valley urbanized area. The Mountain/Desert area will include the following subareas: (1) The North Desert Subarea, which includes the City of Barstow and surrounding unincorporated areas; (2) The Colorado River Subarea, which includes the City of Needles and the surrounding unincorporated areas of the East Desert; (3) The Morongo Basin Subarea, which includes the City of Twentynine Palms, Town of Yucca Valley, and surrounding unincorporated areas; (4) The Mountain Subarea, which includes the City of Big Bear Lake and surrounding unincorporated areas of the San Bernardino Mountains; and (5) the Victor Valley Subarea, which includes the Cities of Adelanto, Hesperia, and Victorville; the Town of Apple Valley; and surrounding unincorporated areas including Wrightwood.

Contribution from New Development. No revenue generated from the tax shall be used to replace the fair share contributions required from new development as further described in Section 8 of the Ordinance.

Requirement for Annual Financial and Compliance Audits of Measure Funds. The San Bernardino County Transportation Authority shall undergo a biennial financial audit, and each local jurisdiction receiving an allocation of Measure revenue authorized in this Expenditure Plan shall undergo an annual financial audit, with all audits to be performed in accordance with generally accepted auditing standards and government auditing standards issued by the Comptroller General of the United States. Compliance audits also shall be conducted to ensure that each agency is expending funds in accordance with the provisions and guidelines established for Measure revenue including compliance with Maintenance of Effort provisions

The Interregional Mobility Expenditure Plan. Upon initial collection of revenue, 3% of the revenue generated across all San Bernardino County subareas will be reserved in advance of other allocations specified in this plan, in an account for the Interregional Mobility Expenditure Plan. The Interregional Mobility Expenditure Plan will provide resources for the planning and implementation of projects and programs that provide critical infrastructure to communities impacted by regional motorist, tourism, interregional travel, and goods movement. This program will help plan and deliver critical infrastructure improvements, such as enhancements in the Cajon Pass and other key corridors, that address congestion,

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enhance mobility, improve safety, and strengthen resilience. It will also support evacuation planning, bolster emergency response capabilities, improve primary evacuation routes, and fund transit-related evacuation needs. In addition, the program will be available to address unexpected infrastructure damage resulting from natural or human-caused disasters, ensuring rapid recovery and the restoration of essential interregional mobility.

San Bernardino Valley Subarea Expenditure Plan. In that area described as the San Bernardino Valley Subarea, and referred to herein as the Valley Subarea, project categories shall be established as specified below. The San Bernardino Valley Subarea Expenditure Plan is illustrated in Figure A.

A. State and Federal Transportation Funds. A proportional share of projected state and federal transportation funds shall be reserved for use solely within the Valley Subarea.

B. Local Mobility 25%. Local priorities that focus on local roadway, bikeway, and sidewalk construction, repair, and maintenance for improved localized movement. Includes pass through for local priorities such as: local street widening & rehabilitation, potholes, grade separations, sidewalks, bike lanes, streetlights, and quiet zones. Allocations to local jurisdictions shall be on a per capita basis using the most recent State Department of Finance population estimates for January 1, with the County's portion based upon unincorporated population in the Valley Subarea. Estimates of unincorporated population within the Valley Subarea shall be determined by the County Planning Department, reconciled with the State Department of Finance population estimate for January 1 of each year.

Upon initial collection of revenue, each local jurisdiction shall reserve 5% of allocated revenue in a special account to be expended on active transportation projects. Eligible active transportation projects may include, at the discretion of the local jurisdiction, bicycle and pedestrian projects and costs for associated studies or plans. If, after at least ten years of revenue collection, the local jurisdiction's governing body makes a finding that the reserve for active transportation projects is no longer necessary, and the Authority Board of Directors subsequently approves the finding, then all Local Mobility funds allocated to the local jurisdiction may be used for any eligible purpose.

Local Mobility projects are defined as local street and road construction, repair, and maintenance and other eligible local transportation priorities. Except as set forth herein, Local Mobility funds can be used flexibly for any eligible transportation purpose determined to be a local priority, including local streets, major highways, state highway improvements, transit, and other improvements/programs to maximize use of transportation facilities. Expenditure of Local Mobility funds shall be based upon a Five-Year Plan adopted annually by the governing body of each local jurisdiction after being made available for public review and comment. Local Mobility funds shall be disbursed to local jurisdictions upon receipt of the annually adopted Five-Year Plan. The locally adopted Five-Year Plan shall be consistent with local, regional, and state transportation plans.

C. Regional Mobility 50%. Regional priorities that focus on goods movement, transit, managed lanes, congestion management, and emerging transportation technologies to enhance regional movement and include: highway improvements, bus and passenger rail (capital and rehabilitation), corridors, interchanges, environmental mitigation, traffic management systems (freeway service patrol and air quality strategies), quiet zones, planning and project development, and emerging transportation technology.

Regional Mobility projects are defined as congestion relief and safety improvements to corridors that connect communities, serve major destinations, and provide freeway access. Decisions on how Regional Mobility funds are expended will be made by the Authority Board of Directors, based upon recommendation of local jurisdiction representatives. Funding priorities shall be given to improving roadway safety, relieving congestion, and street improvements at rail crossings and shall take into

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account equitable geographic distribution over the life of the program. Eligible projects also include, but are not limited to, signal synchronization, systems to improve traffic flow, commuter assistance programs, freeway service patrol, and projects that contribute to environmental enhancement associated with transportation facilities.

D. Operations 25%. Resourcing the operational costs for providing mobility services via rail, transit, senior and specialized services, first/last mile connections, ridesharing, and safety support functions. Decisions on how Operations funds are expended will be made by the Authority Board of Directors, based upon recommendations of local jurisdiction representatives. Funding priorities shall be given to maintaining core services across all modes of mobility.

Mountain/Desert Expenditure Plan. In that area described as the Mountain/Desert area, the following Expenditure Plan requirements shall apply. The Mountain/Desert Subarea Expenditure Plan is illustrated in Figure B.

A. State and Federal Transportation Funds. A proportional share of projected state and federal transportation funds shall be reserved for use solely within the Mountain/Desert Subareas.

B. Local Mobility 70%. Local priorities that focus on local roadway, bikeway, and sidewalk construction, repair, and maintenance for improved localized movement. Includes pass through for local priorities such as: local street widening & rehabilitation, potholes, grade separations, sidewalks, bike lanes, and streetlights. Allocations to local jurisdictions shall be based upon population (50 percent) and tax generation (50 percent). Population calculations shall be based upon the most current State Department of Finance estimates for January 1 of each year. Estimates of unincorporated population within each Subarea shall be determined by the County Planning Department, reconciled with the State Department of Finance population estimate. Tax generation calculations shall be based upon CDTFA data.

Upon initial collection of revenue, each local jurisdiction shall reserve 5% of allocated revenue in a special account to be expended on active transportation projects. Eligible active transportation projects may include, at the discretion of the local jurisdiction, but are not limited to, bicycle and pedestrian projects and costs for associated studies or plans. If, after at least ten years of revenue collection, the local jurisdiction's governing body makes a finding that the reserve for active transportation projects is no longer necessary, and the Authority Board of Directors subsequently approves the finding, then all Local Mobility funds allocated to the jurisdiction may be used for any eligible purpose.

Local Mobility projects are defined as local street and road construction, repair, and maintenance and other eligible local transportation priorities. Except as set forth herein, Local Mobility funds can be used flexibly for any eligible transportation purpose determined to be a local priority, including local roads, major streets, state highway improvements, transit, including but not limited to, fare subsidies and service enhancements for seniors and persons with disabilities, and other improvements/programs to maximize use of transportation facilities. Expenditure of Local Mobility funds shall be based upon a Five-Year Plan adopted annually by the governing body of each local jurisdiction after being made available for public review and comment. Local Mobility funds shall be disbursed to local jurisdictions upon receipt of the annually adopted Five-Year Plan. The locally adopted Five-Year Plans shall be consistent with other local, regional, and state transportation plans.

C. Regional Mobility 20%. Regional priorities that focus on goods movement, transit, managed lanes, congestion management, and emerging transportation technologies to enhance regional movement and include: highway improvements, bus and passenger rail (capital and rehabilitation), corridors, interchanges, environmental mitigation, traffic management systems (freeway service patrol and air quality strategies), planning and project development, and emerging transportation technology.

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Revenue collected within each Subarea shall be reserved in a special account to be expended on Regional Mobility projects of benefit to the Subarea. Regional Mobility projects are defined as major streets and highways serving as primary routes of travel within the Subarea, which may include State highways and freeways, where appropriate. Regional Mobility Projects funds can be used to leverage state and federal funds for transportation projects and to perform advance planning/project reports. Expenditure of Regional Mobility funds shall be approved by the Authority Board of Directors, based upon a recommendation of Subarea representatives and the Mountain/Desert Policy Committee. If, after five years of revenue collection and every five years thereafter, the local representatives and the Mountain/Desert Policy Committee make a finding that Regional Mobility funds are not required for improvements of benefit to the Subarea, then revenue in the Regional Mobility category may be returned to local jurisdictions within the Subarea. Such return shall be allocated and expended based upon the formula and requirements established in the Local Mobility category.

D. Operations 10%. Resourcing the operational costs for providing mobility services via rail, transit, senior and specialized services, first/last mile connections, ridesharing, and safety support functions. Decisions on how Operations funds are expended will be made by the Authority Board of Directors, based upon recommendation of Subarea representatives and the Mountain/Desert Policy Committee and/or Transit Committee. Funding priorities shall be given to maintaining core services across all modes of mobility services.

The Authority Board of Directors, based upon recommendation of Subarea representatives and the Mountain/Desert Policy Committee, may provide additional funding beyond 10% upon a finding that such increase is required to address unmet transit needs of the Subarea. All increases above the 10% initial revenue collected for the Operations category shall come from the Local Mobility category of the Subarea.

E. Mountain/Desert Policy Committee. The Mountain/Desert Policy Committee of the Authority shall remain in effect and provide oversight of the implementation of the Mountain/Desert Expenditure Plan.

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Measure "I"
Transportation Expenditure Plan

FIGURE A
San Bernardino Valley Subarea Expenditure Plan

Local Mobility 25%

Local priorities that focus on local roadway, bikeway, and sidewalk construction, repair and maintenance for improved localized movement. Includes pass through for local priorities.

- Local Street Widening & Rehabilitation
- Potholes
- Grade Separations
- Sidewalks
- Bike Lanes
- Streetlights
- Quiet Zones

Regional Mobility 50%

Regional priorities that focus on goods movement, transit, managed lanes, congestion management, and emerging transportation technologies to enhance regional movement.

- Highway Improvements
  - Managed Lanes
- Bus and Passenger Rail
  - Capital and Rehabilitation
- Corridors
  - Roadway, Transit, ATP
- Interchanges
- Environmental Mitigation
- Traffic Management Systems
  - Freeway Service Patrol
  - Air Quality Strategies
- Planning and Project Development
- Emerging Transportation Technology
- Quiet Zones

Operations 25%

Resourcing the operational costs for providing mobility services via transit, senior and specialized services, first/last mile connections, and safety support functions.

- Transit Operations
  - Bus, Rail, Innovative Technology
  - Student, Senior and Disabled Transit
- Traveler Emergency Network
- Vanpool/Ride Share
- First/Last Mile

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FIGURE B
Mountain Desert Expenditure Plan



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Exhibit "B"

Independent Taxpayer Oversight Committee (ITOC)

ITOC Goal and Function. Voter approval of this Measure shall result in the continuation of the existing Independent Taxpayer and Oversight Committee (ITOC) as follows:

The ITOC shall provide citizen review to ensure that all Measure funds are spent by the San Bernardino County Transportation Authority (hereby referred to as the Authority) in accordance with provisions of the Expenditure Plan and Ordinance No. 26-1, Measure I and the Measure I Expenditure Plan.

Audit Requirement. A bi-annual fiscal and compliance audit shall be performed in accordance with generally accepted auditing standards and Government Auditing Standards issued by the Comptroller General of the United States. The audit shall review the basic financial statements of the Authority as defined by the Governmental Accounting Standards Board and the financial and compliance audits of the member jurisdictions.

Role of Financial and Compliance Audit and the ITOC. The ITOC shall review the annual audits of the Authority; report findings based on the audits to the Authority; and recommend any additional audits for consideration that the ITOC believes may improve the financial operation and integrity of program implementation.

The Authority shall hold a publicly noticed meeting, which may or may not be included on the agenda of a regularly scheduled Authority Board of Directors meeting, with the participation of the ITOC to consider the findings and recommendations of the audits.

Membership and Selection Process. The Authority shall have an open process to select five committee members, which shall include solicitation of trade and other organizations to suggest potential nominees to the committee. The committee members shall possess one of the following credentials:

- Professional in the field of municipal audit, finance and/or budgeting with a minimum of five years in a relevant and senior decision-making position in the public or private sector.

- Licensed civil engineer or trained transportation planner with at least five years of demonstrated experience in the fields of transportation and/or urban design in government and/or the private sector. No member shall be a recipient or sub-recipient of Measure funding.

- Three public members who possess knowledge and skills that will be helpful to the work of the ITOC.

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The Chair and the Executive Director of the Authority shall serve as ex-officio members of the ITOC.

Terms and Conditions for Committee. Committee members shall serve staggered four-year terms. In no case shall any voting committee member serve more than twelve years on the ITOC.

- Committee members shall serve without compensation, except they shall be reimbursed for authorized travel and other expenses directly related to the work of the ITOC.
- Committee members cannot be a current local elected official in the County or a full-time staff member of any city/town, the County government, local transit operator, or state transportation agency.
- Non-voting ex-officio committee members shall serve only as long as they remain incumbents in their respective positions and shall be automatically replaced by their successors in those positions.
- If vacancies on the ITOC occur, for any reason, Authority staff will collaborate with Authority Board members to find an appropriate replacement, within 90 days of the vacancy or as soon thereafter as possible, to fill the remainder of the term.
- When more than one application is received for a vacancy, the General Policy Committee will make a recommendation to the Authority Board of Directors to appoint an applicant to the ITOC.
- When only one application is received, the Board President will recommend to the Board the applicant's appointment to the ITOC.

ITOC Operation Protocols.

- The ITOC shall continue as long as Measure revenues are collected.
- Authority Board of Directors and staff shall fully cooperate with and provide necessary support to ensure the ITOC successfully carries out its duties and obligations.

Conflict of Interest. ITOC voting members shall have no legal action pending against the Authority and are prohibited from acting in any commercial activity directly or indirectly involving the Authority, such as being a consultant during their tenure on the ITOC. ITOC voting members shall not have direct commercial interest or employment with any public or private entity that receives the transportation tax funds authorized by the voters in this Ordinance.

Exhibit C (Ballot Question)

Measure "I" Local Transportation Improvement Program

San Bernardino County Road Repair/Traffic Relief Extension
Without raising tax rates, shall an ordinance to fund repairing potholes; keeping local roads in good condition; completing freeway/highway projects to improve traffic flow/safety, reduce traffic bottlenecks;

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upgrading aging bridges/overpasses; creating local jobs; keeping student/senior/disabled/veteran transit fares low be adopted, extending the ½¢ voter-approved transportation sales tax, providing approximately $250,000,000 annually until ended by voters, requiring audits, oversight, spending disclosure, local control?

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Staff Report

CITY OF UPLAND
"The City of Gracious Living"

DATE: March 23, 2026
TO: MAYOR AND CITY COUNCIL
FROM: MICHAEL BLAY, CITY MANAGER
PREPARED BY: ROBERT D. DALQUEST, DIRECTOR OF DEVELOPMENT SERVICES
DIANE COTTO, HOUSING MANAGER
SUBJECT: CONSIDER ADOPTING A RESOLUTION APPROVING THE CITY OF UPLAND PARTICIPATION IN REGIONAL HOUSING TRUST FUND

RECOMMENDED ACTION:
It is recommended that the City Council adopt a Resolution approving the City's participation in the Joint Powers Authority establishing the San Bernardino Regional Housing Trust Fund (SBRHT); and authorize the City Manager, subject to City Attorney review, to approve non-substantive modifications to the Joint Powers Agreement that further its purpose without increasing the City's financial obligations or liability.

GOAL STATEMENT
The proposed action supports the City's HUD Consolidated Plan goal of creating affordable housing.

BACKGROUND
California faces a significant housing supply and affordability crisis spurred by high land costs, rising construction costs, limited financing options, among other factors. These issues and challenges have become localized with compounding, interrelated impacts on housing supply, homelessness, and economies at the local and regional scale. A series of actions are needed at the local, regional, and statewide level to address these growing housing challenges. One such regional action is a San Bernardino Regional Housing Trust (Trust) fund, which can raise funds for affordable housing production, preservation and rehabilitation, and other affordable housing-related activities.

In response to increasing concern around the housing challenges faced in the San Bernardino region, in 2021, the City/County Managers Technical Advisory Committee (CCMTAC) of the San Bernardino Council of Governments (SBCOG) formed an ad hoc subcommittee (Subcommittee) to explore the feasibility of implementing a housing trust fund for the San Bernardino region. At the direction of the Subcommittee, in January 2022, SBCOG released the San Bernardino Regional Housing Trust White Paper that details the potential benefits, structures, and an assortment of relevant case studies regarding the formation of a San Bernardino Regional Housing Trust (SBRHT).

Following the release of the White Paper, SBCOG released the SBRHT Strategic Plan, assessing housing needs in the San Bernardino region, and detailing funding source opportunities, financing options, activities that could be supported by the SBRHT. Throughout 2022 and 2023, SBCOG conducted outreach across the region, engaging local decision-making bodies, city/county managers, planning staff, elected officials, developers, and housing administrators on the SBRHT. Based on research and outreach conducted, it is recommended that a housing trust serving the San Bernardino region be structured as a Joint Powers Authority (JPA) consisting of local jurisdictions within the region.

On April 5, 2023, the SBCOG Board of Directors authorized staff to begin the process to establish the SBRHT, including the formation of a new JPA.

ISSUES AND ANALYSIS
San Bernardino County continues to experience significant housing affordability challenges. As noted in the Regional Housing Trust Fund presentation:

- Upland's median home sale price exceeds $800,000, among the highest in the County.
- Rental costs remain unaffordable for many households earning below moderate-income levels.
- Income limits and housing costs demonstrate a widening gap between household incomes and attainable housing options, particularly for first-time homebuyers and workforce households.

These conditions directly impact Upland residents, employees, and the City's ability to meet RHNA and Housing Element obligations.

Benefits of Participation

The SBRHT aims to provide a regional and programmatic approach to addressing housing needs throughout the San Bernardino Region, raising and leveraging funds to support housing creation, with a focus on affordable housing. Participation in the JPA will:

- Expand funding opportunities by leveraging state, federal, and private resources;
- Support affordable housing projects within Upland and San Bernardino County and across the region;
- Provide regional coordination and administration to address housing needs comprehensively;
- Attract development interest to the region; and
- Ensure local representation in decision-making through the JPA governance structure.

The Housing Trust Ad Hoc Committee is currently developing recommendations regarding policy priorities and administration. By joining the JPA, the City will have a voice in shaping these policies.

Governance and Local Control

Each participating jurisdiction would be represented through the JPA governance structure. Board composition would include both elected officials and subject-matter experts, ensuring technical expertise while preserving public accountability. The City would retain discretion over whether and how to utilize Trust resources for local projects.

Structure of JPA

The SBRHT Joint Powers Agreement is structured to comply with SB 20 (2023) and the Joint Exercise of Powers Act. As an early adopter of SB 20, the SBRHT may be better positioned to pursue State funding. The broader authority under the Joint Exercise of Powers Act also provides flexibility to exercise powers common to its member agencies.

The SBRHT is governed by a Board of Directors with full authority over the organization. The Board is primarily composed of locally elected officials from member agencies, along with at least two housing policy experts selected by the Board. The Board elects its officers and may establish advisory committees as needed.

The SBRHT may contract for administrative services. The Board adopts bylaws, approves budgets, and ensures compliance with applicable laws, including the Brown Act. Overall, the structure balances local government representation with housing expertise while maintaining organizational independence.

ENVIRONMENTAL DETERMINATION

The proposed action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Further, if the activity is deemed a project this City Council finds that this Resolution is exempt pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

FISCAL IMPACTS

Participation in the Trust would require an annual membership contribution, subject to City Council approval through the budget process. Estimated dues range from $31,000 to $55,000 annually, based on population and participating agencies. No immediate General Fund impact is proposed.

Staff will return with specific funding recommendations once final dues are established. Participation requires City Council approval of a Joint Powers Agreement and is consistent with the City's Housing Element and General Plan policies.

ALTERNATIVES

Provide alternative direction to staff.

CEQA: Not a Project.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UPLAND, CALIFORNIA APPROVING, AUTHORIZING, AND DIRECTING CITY STAFF EXECUTION OF THE JOINT EXERCISE OF POWERS AGREEMENT RELATING TO MEMBERSHIP IN THE SAN BERNARDINO REGIONAL HOUSING TRUST (SBRHT)

WHEREAS, the San Bernardino Regional Housing Trust (SBRHT) will be formed upon the approval of at least three (3) qualified members as a joint powers authority between Member Agencies throughout the San Bernardino Council of Governments region (region); and

WHEREAS, SBRHT was created for the purpose of funding housing that assists persons and families with extremely low-, very low-, low- and moderate-incomes, including individuals and families experiencing homelessness and workforce households within the region; and

WHEREAS, the City of Upland is committed to increasing the supply of affordable housing and addressing the housing needs of residents across all income levels; and

WHEREAS, the City of Upland determined that there are limited financial resources for affordable housing development and that additional local financing will increase the competitiveness of individual projects for the State and Federal resources; and

WHEREAS, the SBRHT provides an opportunity to raise and pool funds to support the development of affordable and workforce housing including the development of financing, preservation and rehabilitation of such housing; and

WHEREAS, the City of Upland find it in their mutual economic interest to address the housing needs of their residents on a regional level; and

WHEREAS, the City of Upland determined that it is in the public interest and for the public benefit that the City of Upland become a member of the SBRHT to further facilitate the development of affordable housing in the City of Upland and throughout the region, including the financing of projects therefore by the SBRHT; and

WHEREAS, the City of Upland will be joining other jurisdictions that are members of the SBRHT in efforts to increase State and Federal resources for affordable housing directed to SBRHT; and

WHEREAS, the Agreement has been filed with the City of Upland, and the members of the Upland City Council, with the assistance of its staff, have reviewed said document; and

WHEREAS, the SBRHT is authorized to issue grants and loans to developers for the purpose, among others, of financing and refinancing the construction, acquisition, and rehabilitation of affordable housing; and

WHEREAS, the City anticipates there will be affordable housing projects in need of financing located in the City of Upland.

WHEREAS, the SBRHT shall be legally independent from the City of Upland and its debts, liabilities, and obligations shall not constitute those of the City unless expressly agreed to by both parties; and

WHEREAS, local land use authority remains fully vested in the City of Upland, and nothing in the Joint Exercise of Powers Agreement shall be construed to transfer, limit, or otherwise affect the City's sovereign authority over land use decisions; and

WHEREAS, the City Council finds it to be in the best interest of the City of Upland and its residents to join the SBRHT and support regional housing solutions.

NOW, THEREFORE, the City Council of the City of Upland hereby finds, determines and resolves as follows:

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

Section 2. The City Council hereby authorizes the City of Upland membership in the San Bernardino Regional Housing Trust (SBRHT).

Section 3. The City Council reviewed and approves of the Joint Exercise of Powers Agreement substantially in the form attached EXHIBIT A.

Section 4. The adoption of this Resolution shall not obligate the City of Upland or any department thereof to (i) provide any financing to acquire, construct or operate any Project or any refinancing of any Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, improvement, rehabilitation or operation of any Project; (iii) require any contribution or advance any funds whatsoever to the SBRHT other than membership fees for administrative costs; or (iv) except as provided in this Resolution, take any further action with respect to the SBRHT or its membership therein.

Section 5. The City Council, the City Clerk and all other proper officers and officials of the City of Upland are hereby authorized and directed to execute the Joint Exercise of Powers Agreement and to perform such other acts and deeds, as may be necessary or convenient to affect the purposes of this Resolution and the transactions herein authorized.

Section 6. The City Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to the SBRHT:

San Bernardino Regional Housing Trust
Attn: Director of the Council of Governments
1170 West Third Street, 2nd Floor
San Bernardino, CA 92410

Section 5. The proposed action is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly. Further, if the activity is deemed a project this City Council finds that this Resolution is exempt pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

Section 6. Certification. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

Section 7. Severability. If any section, subsection, subdivision, sentence, or clause or phrase in this Resolution or any part thereof is for any reason held to be unconstitutional, invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases are declared unconstitutional, invalid, or ineffective.

Section 8. Effective Date. This Resolution shall become effective immediately.

PASSED, APPROVED and ADOPTED this 23rd day of March, 2026.

_____
Bill Velto, Mayor

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 23rd day of March, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST: _____
Keri Johnson, City Clerk

EXHIBIT A

Joint Exercise of Powers Agreement

SAN BERNARDINO REGIONAL HOUSING TRUST

THIS JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is made this [NUMBER] day of [MONTH], 2026 ("Effective Date") pursuant to Government Code § 6500 et seq., including but not limited to Government Code 6539.1, and other pertinent provisions of law, by and between San Bernardino County (the "County") and those cities within San Bernardino County who become signatories to this Agreement ("Cities"), and relates to the joint exercise of powers among the signatories hereto, each of which is hereafter referred to as "Member Agency" and collectively referred to as "Member Agencies" or "Members".

RECITALS

A. The Member Agencies have determined that a shortage of affordable housing exists as a result of various causes and wish to provide additional housing opportunities in a coordinated and comprehensive manner. The Member Agencies acknowledge that an adequate supply of housing will provide social and economic benefits to residents and taxpayers of each Member Agency.

B. Each Member Agency has the individual power to plan, acquire, manage, regulate, operate, finance and control the development, construction and operations of affordable housing programs, including housing serving the workforce, moderate- and lower-income households, and those experiencing homelessness, generated within its jurisdictional boundaries, as well as to create and issue development agreements for such activities. Nothing contained in this Agreement shall preclude any Member Agency from establishing, maintaining or providing programs or services to its respective residents as it deems proper or necessary.

C. The Member Agencies find it in their mutual economic interest to address housing needs of their residents on a regional level within the boundaries of San Bernardino County.

D. The Member Agencies desire to act in the public interest to lessen the burden on government by reducing the need for each Member Agency to act individually, and to provide charitable support for housing within their geographic boundaries.

E. California Government Code § 6500 et seq. ("Joint Exercise of Powers Act" or "Act") permits two or more public agencies to create joint powers authorities for the purposes set forth herein, permits the agencies to exercise jointly any power that the public agencies could exercise separately, and further grants certain additional powers to such joint power authorities.

F. California Government Code § 6539.1 authorizes the creation of a regional housing trust pursuant to the Joint Exercise of Powers Act, subject to certain requirements regarding governing composition and annual financial and auditing requirements.

G. Local land-use decisions remain solely with each Member Agency. Nothing in this Agreement deprives any party of its sovereign powers with respect to land use nor transfers such powers to this joint powers authority.

NOW, THEREFORE BE IT RESOLVED that the Member Agencies do hereby establish the entity to be known as the San Bernardino Regional Housing Trust, or SBRHT, to generate and/or maintain housing, disburse funding, and take other actions that will result in permanent additions to the housing stock within SBRHT's jurisdictional boundaries, and do hereby agree as follows:

1. Purpose.

1.1 The purpose of this Agreement is to establish a legal public entity separate from the Member Agencies that shall be responsible for the joint acquisition, management, operation, fundraising, planning, adoption, financing, administration, review, monitoring, and reporting of certain housing activities in the region for the benefit of those experiencing homelessness and extremely low-, very low-, low-, and moderate-income households, as defined in Section 50093 of the Health and Safety Code. By entering this joint powers authority Agreement, the Member Agencies seek to gain economic benefits not realized when operating individually. Further, the establishment of this joint powers authority provides for the economic viability and coordination of housing program financing and facilities throughout SBRHT's jurisdictional boundaries.

1.2 SBRHT shall be an entity which is legally independent from the parties to this Agreement and shall be responsible for the administration of this Agreement.

1.3 The assets, rights, debts, liabilities, and obligations of SBRHT shall not constitute assets, rights, debts, liabilities, and obligations of any of the Member Agencies. However, nothing in this Agreement shall prevent any of the Member Agencies from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of SBRHT, provided that the SBRHT Board of Directors ("Board") and the Member Agency approve, in writing signed by each party, such contract or assumption.

2. Powers.

2.1 General Powers. SBRHT shall have all the powers common to the Member Agencies of this agreement necessary or convenient, specified or implied, to accomplish the purpose of this Agreement as set forth in Section 1 above, subject to the restrictions set forth in Section 2.4. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act, including without limitation all powers set forth in Government Code section 6539.1.

2.2 Specific Powers. Without limiting the generality of the powers conferred in subdivision 2.1 of Section 2, SBRHT is authorized to act on any or all of the following matters, as each Member Agency could act separately, and as it deems in the best interest of its Members, to the extent permitted by any and all applicable laws, codes, ordinances, resolutions, and regulations:

a. Facilitate and assist the Member Agencies and others in the housing sector to acquire, construct, rehabilitate, finance, refinance, operate, regulate, and maintain affordable housing programs, projects, and facilities, as determined by the Board.

b. Coordinate and collaborate with Member Agencies on funding solicitations and other opportunities for the purposes set forth in this Agreement to minimize and avoid, where possible, competition and redundancy in the pursuit of funding.

c. Facilitate the planning, study, and recommendation of proper and appropriate SBRHT programs, activities, and management practices; including the research and study of issues related to housing.

d. Educate the public, Member Agencies, and other agencies and entities on SBRHT programs.

e. Provide for or enter into agreements to provide for administrative, financial, construction, engineering, legal, audit, and any other professional services supporting any of the SBRHT programs or activities.

f. Solicit, apply for, accept, and receive grants, donations, advances, and contributions.

g. Sue and be sued in its own name.

h. Incur and discharge debts, liabilities, and obligations which may include but shall not be limited to being in the form of secured bonds, revenue bonds, or other forms of secured or unsecured debt.

i. Issue bonds or notes and associated covenants, for designated purposes.

j. Acquire or protect any necessary security or leasehold interests involved in loans, bonds, notes, or other financing methods implemented to carry out the purpose of this Agreement.

k. Acquire, hold, lease, improve, construct, rehabilitate, maintain, pledge, assign, mortgage, operate, and dispose of real and personal property as may be necessary and appropriate in connection with the creation, construction, financing, development, and maintenance of certain workforce and affordable housing and the programmatic needs of SBRHT.

l. Issue and receive loans.

m. Acquire such insurance protection as it deems necessary.

n. Adopt resolutions and ordinances necessary to carry out the purpose of this Agreement.

o. Establish advisory committees or subcommittees as necessary.

p. Form wholly-owned and controlled affiliate entities to accomplish any of its purposes.

q. Adopt bylaws and such other rules and procedures as may be deemed necessary.

r. Convey real and/or personal property interests and/or funds.

s. Any other acts necessary to carry out the above identified actions that each Member Agency is empowered to take individually.

2.3 SBRHT shall undertake, facilitate, and encourage the acquisition, creation, construction, development, and maintenance of affordable housing programs, projects, and facilities, as determined by the Board.

2.4 SBRHT shall implement programs, financing mechanisms, and funding criteria to support and advance affordable housing opportunities within the jurisdictional boundaries of the Member Agencies. These programs may include, but are not limited to, loan and grant programs, land acquisition and disposition programs, and other initiatives designed to increase the supply, preservation, and quality of affordable housing.

2.5 SBRHT may establish criteria, policies, and guidelines governing eligibility, funding priorities, and program administration, provided such criteria are consistent with the purposes of this Agreement and applicable state and federal laws.

2.6 Equitable Member Agency Investment. The SBRHT Board shall establish criteria to allow for the equitable distribution of funds, and shall not exclude any Member Agency based on its rural, suburban, or urban character, as defined by the Board. Funding programs will not be set up as a means to impose zoning or land use changes within the boundaries of the member agencies.

2.7 Limitation on Powers. This Agreement does not authorize, and expressly prohibits, SBRHT to do any of the following:

a. Nothing in this Agreement shall be construed as transferring or delegating to SBRHT any land use, zoning, or development permitting power of the member agencies. Each member agency shall retain full and independent authority over land use decisions within its jurisdiction, including but not limited to general plan amendments, zoning classifications, entitlements, and project approvals. Any project or program funded or supported by SBRHT shall comply with the applicable general plans, zoning ordinances, and other land use regulations of the member agency within which the project is located, unless otherwise approved by the Member Agency.

b. Regulate land use within the jurisdiction of any of the Member Agencies;

c. Levy, or advocate or incentivize the levying of, any land use exaction, such as an impact fee, charge, dedication, reservation or tax assessment, as a condition of approving the funding for or approval of, a development project;

d. Require inclusionary zoning requirements;

e. Fund or otherwise approve an agreement for a housing project that is not permitted by the Member Agency within whose jurisdiction the project is proposed to be located; or

f. Require any Member Agency to accept or provide any specific number of housing units as a prerequisite to joining or remaining a party to this Agreement.

g. Impose additional development standards for grant funding beyond what is already conditioned by another entity.

h. In the event that the SBRHT has employees, the creation of any employee pension plan or any other retirement plan other than a plan created under the federal Internal Revenue Code sections 401(k), 403(b), 457(b), or Roth account plan.

3. Term and Termination

3.1 This Agreement shall be effective, and SBRHT shall come into existence, on the Effective Date, which shall be the date upon which this Agreement has been approved by three eligible Member Agencies.

3.2 This Agreement shall continue until terminated or dissolved pursuant to Section 3.3 of this Agreement. However, in no event shall the Member Agencies terminate or dissolve SBRHT if its termination or dissolution would conflict with or violate the terms or conditions of any bonds, financial instruments, or related documentation by or on behalf of SBRHT, including, without limitation, indentures, resolutions, and letter of credit agreements.

3.3 This Agreement may be terminated by consent of a majority of the Member Agencies, and upon full and complete liquidation of all liabilities, including, but not limited to, any bonds, consistent with Section 3.2. Upon termination of this Agreement, any surplus money or assets in possession of SBRHT, after payment of all liabilities, shall be distributed to the then-existing Member Agencies in proportion to the contributions made by each.

4. Governance

4.1 Members. The Member Agencies of SBRHT shall be the parties to this agreement who have not withdrawn from SBRHT, and such other entities that may join SBRHT after execution of this Agreement. New Members may join based on the terms and conditions set forth in Section 11.

4.2 Affiliates. Entities that are eligible to be a party to this Agreement may join the SBRHT as an affiliate. Entities that join as an affiliate are not eligible to have a member of their governing board serve on the Board of Directors, as described in Section 4.3, or receive funding for a project within their jurisdiction until such time, if ever, they become a Member of the SBRHT. An eligible entity may become an affiliate through written notice from the executive officer of the entity, but shall not be a party to this Agreement.

4.3 Board of Directors; Composition. SBRHT is governed and administered by a Board of Directors ("Board") that shall exercise all powers and authority on behalf of SBRHT. The membership of the Board of SBRHT shall be in accordance with Government Code section 6539.1, and as it may be amended. As currently required at execution of this Agreement, the SBRHT Board shall consist of at least five (5) Directors, as follows:

a. At least three (3) Directors shall be locally elected officials from their respective Member Agency jurisdictions, and appointed by their respective Member, and

b. Each Member Agency may appoint up to one (1) Director, and

c. At least two (2) Directors shall be experts in homeless or housing policy that are not elected officials of any local agency. These Director positions shall be selected by a majority vote of the elected membership of the Board prescribed in Section 4.3(a) of this Agreement, and

d. A majority of Directors must be locally elected officials from their respective Member Agency jurisdiction, and

e. Alternates for each Director position may be established by the Board of Directors, provided that such alternates meet the requirements established in this Agreement and under the bylaws adopted by the Board of Directors.

4.4 Advisory Committees. The Board may establish one or more advisory committees to advise the Board, pursuant to the bylaws.

4.5 Director Terms. The Member Agencies shall select their respective Directors for the Board no later than the Effective Date, or the effective date of the respective Member Agency entering into this Agreement, as may be applicable. Each Director shall serve a term of two years, but may be reappointed for successive two-year terms in accordance with this Agreement. At least 15 days prior to the end of a Director's term, the respective Member Agency must select a new Director or re-select the current Director for the new term of office. There is no limit on the number of terms a Director may serve. In the event of a vacancy on the Board in a Director position originally appointed by a Member Agency pursuant to this Agreement in Section 4.3(b), that Member Agency shall appoint a replacement in accordance with the criteria of Section 4.3(a) within 60 days of such vacancy who shall serve out the remainder of the term of the Director that has been replaced. In the event of a vacancy on the Board in a Director position appointed pursuant to this Agreement in Section 4.3(c), the SBRHT Board shall appoint a replacement in accordance with the criteria of Section 4.3(c) within 60 days of such vacancy who shall serve out the remainder of the term of the Director that has been replaced.

4.6 Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its Directors consistent with Section 8.6.

4.7 Compensation. Directors shall serve on the Board without compensation. Directors may be reimbursed for actual expenses that are approved in accordance with applicable provisions of this Agreement and SBRHT bylaws before the expenses are incurred.

5. Budgets and Financing.

5.1 The Fiscal Year of SBRHT shall, unless and until changed by the Board of Directors, commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year except that the initial Fiscal Year of SBRHT shall commence on the Effective Date of this Agreement and conclude on the next June 30th.

5.2 The Board shall annually adopt an operating budget for SBRHT setting forth anticipated expenses, financing sources and proposed service levels necessary to carry out the purposes of this Agreement. The payment of all SBRHT obligations is limited to the amount of appropriations allowed in SBRHT's approved budget, except as it may be revised with the approval of a majority of the Board of Directors. The budget for SBRHT shall distinguish between administrative costs (i.e., the cost of operating SBRHT) and program costs (i.e., the financing of the programs funded or sponsored by SBRHT).

5.3 The particular Program and Program budget funded, sponsored, or operated by SBRHT, as well as the level of, and mechanisms for, the involvement of SBRHT and each Member Agency, in such

Program and Program budget, shall be determined and approved by the Board. A Member Agency's individual contribution, involvement, and role in any particular Program or the Program budget shall be as may be mutually agreed between the Member Agency and SBRHT. By way of example only, said contributions, involvement, or role may include cash contributions, provision of services or staffing, use or transfer of title to real or personal property, pledges, guarantees, or whatever other instruments or involvement the Member Agency and SBRHT may agree to. Contributions of all kinds to the Program budget from private persons or entities and not-for-profit entities, whether their interests are represented by any Directors, are encouraged, so long as they do not cause a violation of any applicable conflicts of interest statutes, rules, or regulations.

6. Financial Management.

6.1 Pursuant to Government Code sections 6505.5 and 6505.6, the Board shall appoint an officer of SBRHT to hold the offices of treasurer and auditor of SBRHT. This officer can be either the treasurer of a Member Agency to this Agreement or a certified public accountant. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for SBRHT required by sections 6505, 6505.5 and 6505.6 of the Government Code, including any amendments thereto. Pursuant to Government Code section 6505.1, the auditor and treasurer shall have charge of certain property of SBRHT. The treasurer and auditor shall ensure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of SBRHT. The treasurer and auditor of SBRHT shall be required to file an official bond as required by Government Code section 6505.1 with the Board of Directors in an amount which shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be an appropriate expense of SBRHT.

6.2 SBRHT shall publish an Annual Financial Report that shall describe the funds received by SBRHT and the use of such funds by SBRHT. The Annual Financial Report shall describe how the funds received by SBRHT have furthered the purpose of SBRHT.

7. Additional Officers and Staffing.

7.1 It is understood that SBRHT will require the support of administrative staff. When deemed necessary, the Board may contract for officers and staff with a Member Agency, the San Bernardino Council of Governments, or other independent contractors, agents, or volunteers as the Board may deem necessary to carry out any of SBRHT's powers, upon such terms and conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in SBRHT's budget and are appropriated by SBRHT therefore.

7.2 None of the officers, agents, or staff, if any, directly contracted by SBRHT shall be deemed, by reason of their roles or duties or contracted status, to be employed by any Member Agency.

7.3 The officer or staff may be delegated authority as deemed necessary or appropriate by the Board.

7.4 If SBRHT contracts with a Member Agency to provide SBRHT with administrative services through persons who are employees and/or officers of the Member Agency, then any retirement liabilities

associated with that Member Agency's employees and/or officers shall not constitute a liability of SBRHT or any other Member Agency. This shall not preclude a Member Agency providing administrative services to SBRHT pursuant to a contract with SBRHT from accounting for such salary and benefit costs when negotiating the rates that the Member will charge SBRHT for providing such services.

7.5 All privileges and immunities from liability, exemptions from laws, ordinances and rules, and benefits that apply to officers, agents, or employees of a Member Agency shall apply to the same extent when performing duties for SBRHT.

7.6 None of the officers, agents, or staff, if any, directly contracted by SBRHT shall be deemed, by reason of their roles or duties or contracted status, to be employed by any Member Agency.

8. Meetings.

8.1 The Board shall schedule at least two (2) regular meetings each Fiscal Year.

8.2 Special meetings of the Board may be called by the Chairperson of the Board and otherwise in accordance with provisions of California Government Code §54956 and any applicable SBRHT bylaws.

8.3 All meetings of the Board shall be held subject to the provisions of California Government Code §54950 et seq. (the "Brown Act") and other applicable laws of the State of California.

8.4 A quorum is established if at least a majority of Directors are present at a meeting, except that less than a quorum may adjourn a meeting to another time and place. Unless otherwise provided in this Agreement or otherwise defined in the Bylaws, actions and decisions of the Board of Directors may be taken by a majority of the quorum present at any meeting. Each Director of a Member Agency shall have one vote and no weighted or proxy votes shall be permitted.

8.5 The Board of Directors shall cause minutes of all regular, adjourned regular, and special meetings to be kept as record of all meetings.

8.6 The Board of Directors shall elect a chairperson and a vice chairperson from among its Directors at the first meeting held in each calendar year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or in the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director meetings.

8.7 The Board of Directors may adopt, from time to time, by resolution, such rules, regulations and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

9. Bylaws.

9.1 The Board shall adopt bylaws for the conduct of its affairs, provided that they are consistent with this Agreement and are appropriate in order to carry out SBRHT's purpose.

9.2 The Board may, from time to time, amend its bylaws.

10. Fees.

10.1 Member Agencies shall make annual contributions ("Administrative Fee") towards the budgeted administrative costs of SBRHT in accordance with a cost allocation as determined and approved annually by the Board of Directors. Payment shall be due within 30 days of receipt of an invoice from SBRHT.

11. New Members.

11.1 New Member Agencies may be added to SBRHT by a majority vote of the Directors present at the meeting. Membership is effective immediately upon execution of this Agreement by the new Member Agency.

12. Withdrawal.

12.1 It is fully anticipated that each Member Agency shall participate in SBRHT until the purposes set forth in this Agreement are accomplished. A Member Agency may withdraw from SBRHT upon its governing board's adoption of a resolution stating its intent to withdraw from SBRHT. The withdrawal of any Member Agency shall be conditioned as follows:

a. The withdrawal shall be effective at the end of the SBRHT Fiscal Year which is at least 180 days after the receipt by SBRHT of a written notice of the Member Agency's intent to withdraw, accompanied by a copy of the governing board resolution stating the intent to withdraw; and

b. Unless otherwise provided by a unanimous vote of the SBRHT Board, withdrawal shall result in the forfeiture of that Member Agency's rights and claims relating to distribution of property and funds upon termination of SBRHT. Withdrawn Members shall not be entitled to any reimbursement of Administrative Fees.

13. Amendments.

13.1 Except as provided in Sections 11 and 12, subject to all legal obligations of SBRHT, this Agreement may be amended by a writing executed by all of the Member Agencies of SBRHT.

14. Notices.

14.1 All notices to the Member Agencies shall be deemed to have been given to the Member Agencies (1) three days after mailing when mailed, postage prepaid by United States mail, return receipt requested, or (2) at the time of delivery when delivered personally or by courier service to the Member Agency's City or County Clerk during usual business hours at the principal office.

14.2 All notices to SBRHT shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the executive officer of SBRHT at the following address, or to such other address as may be designated to SBRHT for formal notice:

1170 W. Third Street
2nd Floor
San Bernardino, CA 92410

15. Assignments; Other Agreements.

15.1 This Agreement shall be binding upon and shall inure to the benefit of the successors of any Member Agency. No Member Agency may assign any right or obligation hereunder without the written consent of all other Member Agencies. Participation in SBRHT is not intended to preclude Member Agencies from entering into similar agreements with other jurisdictions.

16. Severability.

16.1 Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, it shall be deemed severable, and the remainder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the agreement the Member Agencies intended to enter into in the first instance.

17. Headings.

17.1 All section headings contained in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any provision of this Agreement.

18. Non-Liability for Obligations of SBRHT.

18.1 The debts, liabilities, and obligations of SBRHT shall not be considered the debts, liabilities, or obligations of any Member Agency or its respective officers, agents, employees, representatives, or volunteers.

a. Assignment. Each Member Agency shall assign to the SBRHT its rights, title, and interest to recover damages from any third party for Claims (as defined in section c below) arising out of this Agreement, to the extent that the SBRHT has met its obligations to defend and indemnify such Member Agency pursuant to this Section.

b. Survival. SBRHT's duty to defend, indemnify, and hold harmless Member Agencies shall survive and continue in full force and effect after withdrawal of any Member from this Agreement, including as to the withdrawing Member Agency, or termination of this Agreement for any reason with respect to any Claims, as defined in 18.1.c., that occurred before the date of such withdrawal or termination.

c. Pursuant to the provisions of California Government Code Section 895 et seq., each Member Agency that is party to this Agreement shall be liable for its own negligent or wrongful acts or omissions and those of its officers, employees, and agents.

d. Indemnification. The SBRHT shall defend, indemnify and hold harmless each Member Agency, its officers, agents, employees, representatives and volunteers (the "Indemnitees") from and against any loss, injury, claim, lawsuit, liability, expense, or damages of any kind or nature (collectively, "Claims") brought by a third party which arises out of or in connection with SBRHT's acts and omissions related to its purposes set forth in this Agreement, including such third party claims arising out of or in connection with any Indemnitees acting within their authorized capacity as an officer, agent, employee, representative or volunteer of SBRHT. The SBRHT's duty to defend and indemnify under this section shall not extend to Claims otherwise arising out of the Indemnitees' own active negligence, omissions or willful misconduct, whether in whole or part.

e. Liability Financing. The SBRHT shall finance its obligation pursuant to this Subsection by establishing a liability reserve fund, and/or by purchasing commercial insurance, and/or by joining a joint powers insurance authority (JPIA) as determined by the Board. In the event SBRHT's financial obligations to indemnify, defend, and hold harmless, pursuant to this Subsection, exceed the liability reserve fund and/or the proceeds from any applicable insurance and/or JPIA coverage maintained by the SBRHT (hereinafter "Unfunded Liability"), the Member Agencies may provide for contribution or indemnification by any or all of the Member Agencies that are parties to the agreement upon any liability arising out of the performance of the agreement, and/or a Member Agency or Member Agencies may meet and confer with SBRHT in good faith to negotiate alternative means or mechanisms by which SBRHT may fund such Unfunded Liability; however, in no event shall the event of an Unfunded Liability relieve, limit, or waive SBRHT's obligations of indemnity or defense to each Member Agency as first set forth above in this Section. Nothing herein shall obligate any Member Agency to indemnify or hold harmless SBRHT for an Unfunded Liability or to make any contribution towards and Unfunded Liability. In no event shall any Unfunded Liability of the SBRHT be passed through to a Member Agency without the express, written, and voluntary approval of that Member Agency's governing body via a separate instrument.

19. Governing Laws and Venues.

19.1 This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California. The parties agree that any legal action, suit, or proceeding arising out of or relating to this Agreement shall be instituted and maintained exclusively in the state within the County of San Bernardino, California. Each party irrevocably submits to the personal and subject matter jurisdiction of such courts and waives any objection to venue or forum non conveniens with respect to acutions brought in those courts.

20. Confirmation of Jurisdictional Authority.

20.1 By signing this Agreement, the Member Agencies retain all jurisdictional authority granted to them by the State and/or their respective Charters. The powers and/or authority granted to SBRHT pursuant to this Agreement shall in no way serve to limit or restrict an individual Member Agency's jurisdictional authority.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representative, have affixed their signatures on this Agreement, effective as of the date first stated above.

MEMBER AGENCY: [ENTER MEMBER AGENCY NAME]

By: _____

[INSERT Name of Authorized Signatory, Title]

Attest: _____

[INSERT Name of Witness (e.g. Clerk), Title]

MEMBER AGENCY:

By: _____

[INSERT Name Authorized Signatory, Title]

Attest: _____

[INSERT Name of Witness (e.g. Clerk), Title]

Staff Report

CITY OF UPLAND
"The City of Gracious Living"

DATE: March 23, 2026
TO: MAYOR AND CITY COUNCIL
FROM: MICHAEL BLAY, CITY MANAGER
PREPARED BY: ROBERT R. DALQUEST, DEVELOPMENT SERVICES DIRECTOR
ALAN FRENCH, PRINCIPAL ENGINEER
SUBJECT: CONSIDER APPROVAL OF A FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ADVANTEC, INC.

RECOMMENDED ACTION:
It is recommended that the City Council approve Amendment No. 4 to the Agreement with ADVANTEC Consulting Engineers, Inc., increasing the current year compensation by $49,000, from $150,000 to a total annual amount of $199,000 through June 30, 2026; extending the term of the agreement for an additional one-year period through June 30, 2027; and authorize the City Manager to execute the amendment.

GOAL STATEMENT
The proposed action supports the City's goal of providing reliable, timely and efficient traffic engineering services for the Upland citizens.

BACKGROUND
The City of Upland utilizes part-time contract consultants to provide professional services and to augment existing staff levels. On December 13, 2021, the City Council approved a professional services agreement with ADVANTEC Consulting Engineers, Inc. for traffic engineering services and staff augmentation. The original contract was for a three-year term with two City-optional one-year extensions and was for a contract amount of $50,000 for Fiscal Year 21/22 and $100,000 for Fiscal Years 22/23 and 23/24 for a total contract amount of $250,000.

Due to the value of the service, on August 14, 2023, the City Council approved Amendment No. 1 to the agreement with ADVANTEC which increased the annual contract amount by $50,000 for total annual amount of $150,000. This amendment allowed the traffic engineer to be on-site for an additional day per week (for a total of two days per week).

The City did process an Amendment No. 2 for the Fiscal Year 2023/24 for signal design and permit assistance efforts to modify the traffic signal at 210 Freeway and Campus Avenue for an additional $24,000.

Amendment No. 3 was approved on June 23, 2025, to extend the contract one year to June 30, 2026, and an annual compensation not to exceed $150,000.

ISSUES AND ANALYSIS
The City Council approved the reorganization of Public Works which added a full-time in-house traffic engineer position. This position has not been filled and when that occurs, the ADVANTEC contract will no longer be needed.

During this past year, additional effort was needed for a traffic signal modification design. To expedite the effort, ADVANTEC was selected to perform the work knowing their contract amount may not be used as the traffic engineer was to start prior to June 30, 2026. The signal modification effort was completed, and they are anticipated to provide the traffic engineering services for the remainder of the year which will require additional compensation of $49,000 for a total amount of $199,000 for Fiscal Year 2025/26. This effort will be covered by funds budgeted in the Other Services account.

Also, the current term of the ADVANTEC contract is due to end on June 30, 2026. For this reason, the City wishes ADVANTEC to continue providing Traffic Engineering Services until the Traffic engineer position is filled later in the next fiscal year. Therefore, with this amendment, the City will extend the contract for an additional year at the rate of $150,000 for Fiscal Year 2026/27.

ENVIRONMENTAL DETERMINATION
This contract amendment for traffic engineering servicing with the City is not considered a project under the California Environmental Quality Act (CEQA) regulations, pursuant to Section 15378 of the CEQA Guidelines.

FISCAL IMPACTS
The total revised Agreement amount is $199,000. There are available funds in Development Services/Traffic Engineering Professional Services Account No. 1012208-5252.

Funding in the amount of $150,000 for Fiscal Year 2026/27 will be included as a part of the biennial budget process.

ALTERNATIVES
Provide alternative direction to staff.

CEQA: Not a Project.

AMENDMENT NO. 4 TO AGREEMENT
FOR PROFESSIONAL SERVICES WITH ADVANTEC

This Amendment No. 4 to that certain Professional Services Agreement entered into between the Parties is made and entered into as of March 23, 2026 ("Effective Date") by and between the City of Upland, a municipal corporation ("City") and ADVANTEC Consulting Engineers, INC., a California corporation ("Consultant"). City and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, City and Consultant have entered into that certain Professional Services Agreement dated January 1, 2022, for the purpose of providing traffic engineering services to City (the "Original Agreement").

B. WHEREAS, City and Consultant have executed Amendment No. 1 to the Original Agreement dated August 14, 2023 (“Amendment No. 1”) for the purpose of providing additional traffic engineering services for an additional compensation of $50,000 for City fiscal year 2022/23 and the future fiscal years.

C. WHEREAS, City and Consultant have executed Amendment No. 2 to the Original Agreement dated April 22, 2024 (“Amendment No. 2”) for the purpose of providing additional traffic engineering services for an additional compensation of $24,000 for City fiscal year 2023/24.

D. WHEREAS the Parties have executed amendment No. 3 to the Original Agreement dated June 30, 2025 (the Original Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 are hereinafter collectively referred to as “the Amended Agreement”) in order to extend the Amended Agreement for an additional one year to include City fiscal year 2025/26 for additional traffic engineering services in accordance with the compensation provisions of the Amended Agreement.

E. WHEREAS the Parties now desire to amend the Amended Agreement in order to increase the 2024/25 compensation by $49,000 and extend the Amended Agreement for an additional one year to include fiscal year 2026/27 for additional traffic engineering services in accordance with the compensation provisions of the Amended Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 4 and the Amended Agreement, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Compensation Commencing January 1, 2026. Notwithstanding any provisions in Section 2 of the Amended Agreement to the contrary, (a) the fiscal year compensation for City fiscal year 2025/26 shall not exceed $199,000, (b) the Schedule of Charges shall be as set forth in Exhibit “A-1” attached hereto and incorporated herein by reference, and (c) the total fiscal year compensation for City fiscal year 2025/26 only shall not exceed $199,000 without prior approval by the City Council, and (d) the fiscal year compensation for 2026/2027 shall not exceed $150,000.

3. Electronic Transmission. A manually signed copy of this Amendment No. 4 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 4 for all purposes. This Amendment No. 4 may be signed using an electronic signature.

4. Extension of Amended Agreement. The Amended Agreement is extended for the City's fiscal year 2026/27 through June 30, 2027.

5. Counterparts. This Amendment No. 4 may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 on the Effective Date first herein above written.

CITY OF UPLAND

Michael Blay,
City Manager

ATTEST:

Keri Johnson
City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP
City Attorney

CONSULTANT

ADVANTEC Consulting Engineers, Inc.

Leo Lee, PE
CEO

ADVANTEC Consulting Engineers, Inc.

Pauline Yip
Board Member

EXHIBIT A-1

ADDITIONAL TRAFFIC ENGINEERING SERVICES

[RATE SHEET ATTACHED]



ADVANTEC Consulting Engineers

Hourly Rates

Effective January 2021

Classification	Rate
Project Director III	$320 / hour
Project Director II	$300 / hour
Project Director I	$280 / hour
Project Manager/Senior Engineer VIII	$250 / hour
Project Manager/Senior Engineer VII	$230 / hour
Project Manager/Senior Engineer VI	$200 / hour
Project Manager/Senior Engineer V	$180 / hour
Project Engineer/ Planner IV	$160 / hour
Project Engineer/ Planner III	$140 / hour
Project Engineer / Planner 11	$130 / hour
Associate Engineer / Planner I	$120 / hour
Assistant Engineer	$110 / hour
Design Technician V	$140 / hour
Design Technician IV	$120 / hour
Design Technician III	$100 / hour
Administrative II	$110 / hour
Administrative I	$ 95 / hour

Direct Costs
Effective January 2021

Mileage	$0.56/mile
In House Plotting (Mylar)	$20.00 per D-size sheet
In House Plotting (Bond)	$10.00 per D-size sheet
Other Direct Costs	At Cost + 10% admin

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AMENDMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES WITH ADVANTEC

This Amendment No. 3 to that certain Professional Services Agreement entered into between the Parties is made and entered into as of June 30, 2025 ("Effective Date") by and between the City of Upland, a municipal corporation ("City") and ADVANTEC Consulting Engineers, INC. a California Corporation ("Consultant"). City and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, City and Consultant have entered into that certain Professional Services Agreement dated January 1, 2022, for the purpose of providing traffic engineering services to City (the "Original Agreement").

B. WHEREAS, City and Consultant have executed Amendment No. 1 to the Original Agreement dated August 14, 2023 (“Amendment No. 1”) for the purpose of providing additional traffic engineering services for an additional compensation of $50,000 for City fiscal year 2022/23 and future fiscal years.

C. WHEREAS, City and Consultant have executed Amendment No. 2 to the Original Agreement dated April 22, 2024 (“Amendment No. 2”) (the Original Agreement Amendment No. 1 and Amendment No. 2 are collectively referred to as the “Amended Agreement”) for the purpose of providing additional traffic engineering services for an additional compensation of $24,000 for City fiscal year 2023/24.

D. WHEREAS the Parties now desire to amend the Amended Agreement in order to extend the Term of the Amended Agreement for an additional year through June 30, 2026.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 3 and the Amended Agreement, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Compensation Commencing July 1, 2025. Notwithstanding any provisions in Section 2 of the Amended Agreement to the contrary, commencing July 1, 2025 for City fiscal year 2025/2026, and for services rendered to City, (a) the fiscal year compensation shall not exceed $150,000, (b) the Schedule of Charges shall be as set forth in Exhibit “A-1” attached hereto and incorporated herein by reference, and (c) the total fiscal year compensation, including Additional Work, for City fiscal year 2025/2026 shall not exceed $165,000 without approval by the City Council.

3. Reaffirmation of Provisions of Amended Agreement. All terms and provisions of the Amended Agreement not modified by or replaced with provisions in this Amendment No. 3 shall remain in full force and effect.

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4. Electronic Transmission. A manually signed copy of this Amendment No. 3 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 3 for all purposes. This Amendment No. 3 may be signed using an electronic signature.

5. Counterparts. This Amendment No. 3 may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 on the Effective Date first herein above written.

CITY OF UPLAND

DocuSigned by:
Michael Blay
ED26F9DGG3FF48A...

Michael Blay,
City Manager

CONSULTANT

ADVANTEC Consulting Engineers, Inc.

DocuSigned by:
4635FBF11CDD478...

Leo Lee, PE
CEO

APPROVED AS TO FORM:

Signed by:
Stephen Deitsch
9326570F6DB648E...

Stephen Deitsch
Best Best & Krieger LLP
City Attorney

ADVANTEC Consulting Engineers, Inc.

Signed by:
ADBE05A4960A4C0...

Pauline Yip
Board Secretary

ATTEST:

DocuSigned by:
Keri Johnson
F421A8F85BE347A...

Keri Johnson
City Clerk

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EXHIBIT A-1

ADDITIONAL TRAFFIC ENGINEERING SERVICES

[RATE SHEET ATTACHED]

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ADVANTEC Consulting Engineers

Hourly Rates

Effective January 2021

Classification	Rate
Project Director III	$320 / hour
Project Director II	$300 / hour
Project Director I	$280 / hour
Project Manager/Senior Engineer VIII	$250 / hour
Project Manager/Senior Engineer VII	$230 / hour
Project Manager/Senior Engineer VI	$200 / hour
Project Manager/Senior Engineer V	$180 / hour
Project Engineer/ Planner IV	$160 / hour
Project Engineer/ Planner III	$140 / hour
Project Engineer / Planner 11	$130 / hour
Associate Engineer / Planner I	$120 / hour
Assistant Engineer	$110 / hour
Design Technician V	$140 / hour
Design Technician IV	$120 / hour
Design Technician III	$100 / hour
Administrative II	$110 / hour
Administrative I	$ 95 / hour

Direct Costs

Effective January 2021

Mileage	$0.56/mile
In House Plotting (Mylar)	$20.00 per D-size sheet
In House Plotting (Bond)	$10.00 per D-size sheet
Other Direct Costs	At Cost + 10% admin

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AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES WITH ADVANTEC

This Amendment No. 2 to the Professional Services Agreement is made and entered into as of April 22, 2024 ("Effective Date") by and between the City of Upland, a municipal corporation ("City") and ADVANTEC Consulting Engineers, INC. ("Consultant"). City and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the City and the Consultant have entered into an agreement, dated January 1, 2022, for the purpose of providing traffic engineering services (the "Original Agreement").

B. WHEREAS, the City and the Consultant have executed Amendment No. 1, dated August 14, 2023 the Original Agreement and Amendment No. 1 are collectively referred to as the “Amended Agreement” for the purpose of providing additional traffic engineering services for an additional compensation of $50,000 for City fiscal year 2022/23 and the future fiscal years.

C. WHEREAS, the Parties now desire to amend the Amended Agreement in order to include for City fiscal year 2023/24 only additional traffic engineering services including the design of the signal modification for Campus and the 210 Freeway signals and to include for City fiscal year 2023/24 only additional funds of $24,000 for the performance of the additional traffic engineering services in accordance with the compensation provisions of the Amended Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 2 and the Original Agreement, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Compensation Commencing July 1, 2023. Notwithstanding any provisions in Section 2 of the Amended Agreement to the contrary, commencing July 1, 2023 for City fiscal year 2023/24 only, and for services rendered to City, (a) the fiscal year compensation shall not exceed $174,000, (b) the Schedule of Charges shall be as set forth in Exhibit “A-1” attached hereto and incorporated herein by reference, and (c) the total fiscal year compensation for City fiscal year 2023/24 only, including Additional Work, shall not exceed $200,000 without approval by the City Council

3. Electronic Transmission. A manually signed copy of this Amendment No. 2 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 2 for all purposes. This Amendment No. 2 may be signed using an electronic signature.

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4. Counterparts. This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 on the Effective Date first herein above written.

CITY OF UPLAND

DocuSigned by:
Michael Blay
ED20F9DCC3FF48A...

Michael Blay,
City Manager

CONSULTANT

ADVANTEC Consulting Engineers, Inc.

DocuSigned by:
4635FBF11CDD478...

Leo Lee, PE
President

APPROVED AS TO FORM:

DocuSigned by:
Stephen Deitsch
9326570F6DB648E...

Stephen Deitsch
Best Best & Krieger LLP
City Attorney

ADVANTEC Consulting Engineers, Inc.

DocuSigned by:
Pauline Yip
ADBE05A4980A4C0...

Pauline YIP
Board Secretary

ATTEST:

DocuSigned by:
Keri Johnson
F421A8F85BE347A...

Keri Johnson
City Clerk

DocuSign Envelope ID: 82FA51AA-841A-4A91-86BE-20DABDC209D7

EXHIBIT A-1

ADDITIONAL TRAFFIC ENGINEERING SERVICES

[RATE SHEET ATTACHED]

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ADVANTEC Consulting Engineers

Hourly Rates

Effective January 2021

Classification	Rate
Project Director III	$320 / hour
Project Director II	$300 / hour
Project Director I	$280 / hour
Project Manager/Senior Engineer VIII	$250 / hour
Project Manager/Senior Engineer VII	$230 / hour
Project Manager/Senior Engineer VI	$200 / hour
Project Manager/Senior Engineer V	$180 / hour
Project Engineer/ Planner IV	$160 / hour
Project Engineer/ Planner III	$140 / hour
Project Engineer / Planner 11	$130 / hour
Associate Engineer / Planner I	$120 / hour
Assistant Engineer	$110 / hour
Design Technician V	$140 / hour
Design Technician IV	$120 / hour
Design Technician III	$100 / hour
Administrative II	$110 / hour
Administrative I	$ 95 / hour

Direct Costs

Effective January 2021

Mileage	$0.56/mile
In House Plotting (Mylar)	$20.00 per D-size sheet
In House Plotting (Bond)	$10.00 per D-size sheet
Other Direct Costs	At Cost + 10% admin

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AMENDMENT NO. 1 TO AGREEMENT
FOR PROFESSIONAL SERVICES WITH ADVANTEC

This Amendment No. 1 to the Professional Services Agreement is made and entered into as of August 14, 2023 ("Effective Date") by and between the City of Upland, a municipal corporation ("City") and ADVANTEC Consulting Engineers, INC. ("Consultant"). City and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the City and the Consultant have entered into an agreement, dated January 1, 2022, for the purpose of providing traffic engineering services (the "Original Agreement").

B. WHEREAS, the Parties now desire to amend the Original Agreement in order to include additional traffic engineering services and to include additional funds for the performance of the additional traffic engineering services in accordance with the compensation provisions of the Original Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this Amendment No. 1 and the Original Agreement, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Compensation Commencing July 1, 2023. Notwithstanding any provisions in Section 2 of the Original Agreement to the contrary, commencing July 1, 2023, and for services rendered to City thereafter, (a) the fiscal year compensation shall not exceed $150,000, (b) the Schedule of Charges shall be as set forth in Exhibit "A-1" attached hereto and incorporated herein by reference, and (c) the total fiscal year compensation, including Additional Work, shall not exceed $200,000 without approval by the City Council

3. Electronic Transmission. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

4. Counterparts. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the Effective Date first herein above written.

CITY OF UPLAND

Michael Blay,
City Manager

CONSULTANT

ADVANTEC Consulting Engineers, Inc.

Leo Lee, PE
Chairman

APPROVED AS TO FORM:

Stephen Deitsch
BestBet&KriegerLLP
City Attorney

ADVANTEC Consulting Engineers, Inc.

Pauline Yip
Board Secretary

ATTEST:

Keri Johnson
City Clerk

EXHIBIT A-1

ADDITIONAL TRAFFIC ENGINEERING SERVICES

[RATE SHEET ATTACHED]

ADVANTEC Consulting Engineers

Hourly Rates

Effective January 2021

Classification	Rate
Project Director III	$320 / hour
Project Director II	$300 / hour
Project Director I	$280 / hour
Project Manager/Senior Engineer VIII	$250 / hour
Project Manager/Senior Engineer VII	$230 / hour
Project Manager/Senior Engineer VI	$200 / hour
Project Manager/Senior Engineer V	$180 / hour
Project Engineer/ Planner IV	$160 / hour
Project Engineer/ Planner III	$140 / hour
Project Engineer / Planner II	$130 / hour
Associate Engineer / Planner I	$120 / hour
Assistant Engineer	$110 / hour
Design Technician V	$140 / hour
Design Technician IV	$120 / hour
Design Technician III	$100 / hour
Administrative II	$110 / hour
Administrative I	$ 95 / hour

Direct Costs
Effective January 2021

Mileage	$0.56/mile
In House Plotting (Mylar)	$20.00 per D-size sheet
In House Plotting (Bond)	$10.00 per D-size sheet
Other Direct Costs	At Cost + 10% admin

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CITY OF UPLAND
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of January 1, 2022 by and between the City of Upland, a public agency organized and operating under the laws of the State of California with its principal place of business at 460 N. Euclid Avenue, Upland, CA 91786 ("City"), and _ADVANTEC Consulting Engineers, Inc. a California CORPORATION, with its principal place of business at 21700 Copley, Suite 350 Diamond Bar 91765_ (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following:

Traffic Engineering Services (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $50,000 in fiscal year 2021/22 and $100,000 per year for the remainder of the contract. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

c. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of a notice of any disputed fees set forth on the invoice.

d. The City Manager may approve Additional Work, as further defined in Section 3, up to ten percent (10%) of the amount of the Agreement or fifty thousand dollars ($50,000.00). In no event shall the total sum of the agreement (original compensation amount and Additional Work) exceed one hundred thousand dollars ($100,000) for the first year and one hundred fifty thousand dollars ($150,000) per year for the remaining years. Any additional work in excess of this amount shall be approved by the City Council.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term.

The term of this Agreement shall be from the date the contract is executed by all parties to June 30, 2025, unless earlier terminated as provided herein. The Parties may, by mutual written consent, extend the term of this Agreement for up to two terms one year each. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed").

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

a. PERS Eligibility Indemnification

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In

addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Agreement
(8) Property Damage
(9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 combined single limit
Employer's Liability	$1,000,000 per accident or disease
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A: VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

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

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility

to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to, and become the property of the City.

19. Organization

Consultant shall assign Lawrence Tai, TE to serve as Traffic Engineer while, John Kerenyi, TE, PTOE will serve as Project Manager and backup Traffic Engineer. The Traffic Engineer or the Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT:

City of Upland

460 N. Euclid Avenue

Upland, CA 91786

Attn: City Manager

CONSULTANT:

ADVANTEC Consulting Engineers, Inc.
21700 Copley Drive, Suite 350
Diamond Bar, CA 91765

ATTN: Leo Lee, PE, CEO

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF UPLAND AND CONSULTANT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF UPLAND

By: _____
Michael Blay
City Manager

ATTEST:

By: _____
Keri Johnson
City Clerk

APPROVED AS TO FORM:

By: _____
Stephen Deitsch
City Attorney

CONSULTANT, INC.

By: _____

Its: CEO

Printed Name: Leo Lee

By: _____

Its: Director

Printed Name: JOE EL HARAKE

EXHIBIT A

Scope of Services

- Maintain regularly scheduled office hours at the City for approximately eight to ten hours per week. Additional hours may be requested on an as-needed basis.
- Attend City Council, Planning Commission, and Public Works Committee meetings, and other special meetings, on an as-needed basis.
- Prepare staff reports, presentations, memos, and other materials and information for use at various public meetings, as requested.
- Make presentations at City Council, Public Works, and other meetings, as requested.
- Service and represent the City as the City Traffic Engineer interfacing with the public, staff, and other governmental agencies to address any and all matters relating to traffic plans within and/or affecting the City.
- Respond to citizen requests, questions, complaints, and concerns, as requested.
- Review and prepare service requests for traffic control measures such as red curbs, stop signs, loading zones, restrictive parking signs, and others, as requested.
- Conduct studies to identify and resolve issues related to traffic and pedestrian safety in areas surrounding schools, and other areas designated in the Neighborhood Traffic Management Plan, as determined by the City Council.
- Conduct studies regarding various traffic, pedestrian, bike way, and any other traffic related issues as part of the Departments Master Plans including speed surveys.
- Assist staff in the preparation and processing of grant funding applications.
- Assist staff in the development of parking and traffic policies, regulations, ordinances, and resolutions in relation to traffic issues and standards.
- Prepare traffic warrants and conduct speed surveys, as requested.
- Review development proposals and conduct studies as appropriate to ensure consistency with City, County and State codes, standards, ordinances, and policies.
- Assist in providing of the "Conditions of Approval" for proposed development projects.
- Evaluate and provide recommendations regarding the developer proposed mitigation measures for development projects, as requested.
- Perform the duties of staff liaison to Caltrans and San Bernardino County Department of Public Works for street and lighting maintenance issues, as requested.
- Assist Public Works Department in reviewing/ updating traffic signal timing plans, traffic striping plans, and construction area traffic control plans, as requested.
- Review parking plans for parking lots and circulation issues, and provide analysis for new and existing development, as requested.
- Review Use Permits and provide comments, as requested by the Planning Department and Planning Commission.
- Prepare parking studies, traffic counts and parking counts and assignments.
- Assist the Finance Department with the implementation of the new technology meters.
- Assist the Police Department with traffic plans for special projects and events, DUI checkpoint layouts, safe traffic routes during special events, and other activities.
- Assist the Police Department Traffic Bureau with truck route concerns, enhanced safety programs for school routes and bike safety and traffic education. Also, special neighborhood safety projects concerning speeding, stop signs, and sign violations.
- Provide monthly invoices with specific projects and/or activity accounting of hours billed including costs advanced by the consultant, and any other information.

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract based on the rate schedule below.

The billing rate for the Traffic Engineer will be at $180/hr. The billing rate will be negotiable when the parties are to negotiate the optional two one-year terms.

ADVANTEC Consulting Engineers

Hourly Rates Effective January 2021

Classification	Rate
Project Director III	$320 / hour
Project Director II	$300 / hour
Project Director I	$280 / hour
Project Manager/Senior Engineer VIII	$250 / hour
Project Manager/Senior Engineer VII	$230 / hour
Project Manager/Senior Engineer VI	$200 / hour
Project Manager/Senior Engineer V	$180 / hour
Project Engineer/ Planner IV	$160 / hour
Project Engineer/ Planner II	$140 / hour
Project Engineer / Planner II	$130 / hour
Associate Engineer / Planner I	$120 / hour
Assistant Engineer	$110 / hour
Design Technician V	$140 / hour
Design Technician IV	$120 / hour
Design Technician III	$100 / hour
Administrative III	$110 / hour
Administrative I	$95 / hour

Direct Costs Effective January 2021

Mileage	$0.56/mile
In House Plotting (Mylar)	$20.00 per D-size sheet
In House Plotting (Bond)	$10.00 per D-size sheet
Other Direct Costs	At Cost + 10% admin

1200 Roosevelt | Irvine | CA 92620
T 949.861.4999 F 949.502.5522 www.advantec-usa.com

CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits City Officers from participating in any action concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract") if they receive political contribution(s) from a party, or its agent(s), totaling more than $500 within the twelve (12) months before the proceeding, while a proceeding is pending, and for twelve (12) months following the date of a final decision in a proceeding.

The Levine Act also requires a member of the Upland City Council who has received such a contribution to disclose the contribution on the record of the proceeding and recuse themselves before the proceeding unless the violation has been properly cured.

Current Upland City Council Members are listed at:

https://www.uplandca.gov/city-council-treasurer

Parties and their Agents are responsible for accessing the link to review the names and disclosing their applicable contributions to City Officers on the record of a proceeding.

As a party to a proceeding, you are also required to provide information below about contributions made by you, your agents on behalf of you or your organization, your organization subject to the proceeding with the City, and any organization you direct or control pursuant to the aggregation rules at FPPC Reg. § 18438.5, except for uncompensated officers of a nonprofit organization. This form is to be submitted to the City of Upland and is a public record. If you have any questions about this form, please contact your City representative for assistance.

1. Have you or your company, or any agent/board member on behalf of you or your company/entity, made any political contributions of more than $500 to any Upland City Council Member in the 12 months preceding the date of the submission of your proposal or application, or the anticipated date of any Council action?

___ YES If yes, please identify the Council Member(s):_____

_X_ NO

2. Do you or your company/entity, or any agency on behalf of you or your company/entity, anticipate or plan to make any political contribution of more than $500 to any Upland City Council Member in the 12 months following any Council action related to your proposal or application?

___ YES If yes, please identify the Council Member(s):_____

_X_ NO

Answering yes to either of the two questions above does not preclude the Upland City Council from awarding a contract or approving an application or any subsequent action. It does, however, preclude the identified Council Member(s) from participating in any actions related to your proposal or application.

06/16/2025
Date

Pauline Yip, CFO
Signature of authorized individual

ADVANTEC Consulting Engineers Inc.
Company/Applicant Name

(Levine Act definitions on reverse side)

LEVINE ACT DISCLOSURE STATEMENT DEFINITIONS

Term	Definition	Law
Covered "proceedings"	A proceeding to grant, deny, revoke, restrict, or modify a license, permit or other entitlement for use, that does not solely involve purely ministerial decisions and is: (1) Applied for by the party; (2) Formally or informally requested by the party; or (3) A contract between the agency and the party or a franchisee granted by the agency to the party, other than a contract that is **competitively bid**, a **labor contract**, or a **personal employment contract**.	FPPC Reg 18438.2(a)
Party	Any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.	Gov. Code 84308(a)(1)
Participant	Any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.	Gov. Code 84308(a)(2) FPPC Reg 18438.4
Agent	A person who represents a party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding. See FPPC Reg 18438.3 for exceptions for certain consultants.	FPPC Reg 18438.3
Competitively Bid	A contract required by law to be awarded to the lowest responsible bidder with a responsive bid, or, if the successful bidder refuses or fails to execute the contract, to the next lowest bidder with a responsive bid.	FPPC Reg 18438.2(a)(3)(A)
Labor Contract	A contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under an employment or retirement policy for employees or retirees, including a project labor agreement entered under Public Contract Code Section 2500.	FPPC Reg 18438.2(a)(3)(B)
Personal Employment Contract	A contract for employment, including the terms and conditions of employment, between the agency and an agency employee. A contract with an independent contractor is NOT a personal employment contract.	FPPC Reg 18438.2(a)(3)(C)-(D)

Staff Report

CITY OF UPLAND
"The City of Gracious Living"

DATE: March 23, 2026
TO: MAYOR AND CITY COUNCIL
FROM: MICHAEL BLAY, CITY MANAGER
PREPARED BY: ROBERT D. DALQUEST, DEVELOPMENT SERVICES DIRECTOR
SUBJECT: CONSIDERATION OF A RELOCATION AGREEMENT WITH LAMAR CENTRAL OUTDOOR, LLC FOR TWO DIGITAL BILLBOARDS IN THE COLONIES AT SAN ANTONIO SPECIFIC PLAN

RECOMMENDED ACTION:
It is recommended that the City Council adopt a Resolution for the Relocation Agreement between the City of Upland and Lamar Central Outdoor, LLC to erect two (2) digital billboards in the Colonies at San Antonio Specific Plan, and direct staff to file a Notice of Exemption pursuant to the California Environmental Quality Act; and authorize the City Manager to execute the agreement.

GOAL STATEMENT
The proposed Agreement supports the City's goal of ensuring actions taken by the City support the retention and attraction of major retail tenants within the Colonies Crossroads Commercial Center and ensure its economic sustainability.

BACKGROUND
On September 22, 2025, the City Council approved a specific plan amendment ("Amendment No. 8") to the Colonies at San Antonio Specific Plan (the "CASASP") that was filed by Colonies Crossroads, Inc. Amendment No. 8 made various changes to the sign regulations (Section 7.7) regarding digital billboards in the CASASP. Digital billboards became a permitted use, subject to approval of a Relocation Agreement, and required to adhere to development regulations regarding height, size, location, number of signs, and operational characteristics. Amendment No. 8 also eliminated two of four permitted secondary freeway pylon signs with an electronic message center displays provided in the Commercial Signage Locations exhibit with two (2) double-sided digital billboards that would be 672 square feet in sign area per face and up to a maximum of 65 feet in height above the elevation of the freeway roadway.

Amendment No. 8 also required the removal of two (2) legal, nonconforming billboards in the City for every new digital billboard constructed. Lamar had a total of 13 existing Billboards located within the City which are legal, nonconforming and have rights to exist under the State's Outdoor Advertising Act (Business and Professions Code § 5200 et seq.) (hereinafter "BPC"). Under BPC Section 5412, existing Billboards may be removed, relocated, replaced and/or reconstructed as part of a "relocation agreement" between a City and an off-premises advertising billboard owner and/or property owner. This section of State law also provides that no Billboard which was lawfully erected can be compelled to be removed without payment of compensation, as defined in the State's Eminent Domain Law.

Concurrently with Amendment No. 8, the Comprehensive Sign Program for the Colonies Crossroads commercial center was also amended consistent with the changes made by Amendment No. 8 which included replacing the exhibit on Page 8(a) in the Sign Program, that depicts various signage locations and types of signage with the two subject digital Billboard locations in lieu of two secondary freeway pylon signs with electronic message center displays. The modification also replaced Page 15(c) with the approved elevations for the two digital Billboards on each site.

ISSUES AND ANALYSIS
Lamar Central Outdoor, LLC ("Lamar") and Colonies Crossroads, Inc. have negotiated leases for two sites within the CASASP which are either owned or under control of Colonies Crossroads, Inc. Site 1, proposed for a digital billboard, is located on the south side of the 210 Freeway, west of the Campus Avenue Eastbound Off-Ramp in Planning Area 18 of the CASASP (**See Exhibit B-1** of Relocation Agreement). The site is triangular-shaped and approximately 2,032 square feet in size and is atop the area supported by a large retaining wall that runs along the north side of the Colonies Crossroads commercial center and specifically at the northwest area of the Chick-fil-a parking lot. The proposed digital billboard will be 65 feet in height above the elevation of the adjacent freeway roadway and 100 feet in overall

height due to the site being 35 feet below the elevation of the freeway roadway where the billboard is to be located. The sign face will be 48 feet in width and 14 feet in height for an overall sign area of 672 square feet.

Site 2 is located on the north side of the 210 Freeway, east of the Campus Avenue Westbound Off-Ramp in Planning Area 21 of the CASASP (See **Exhibit B-2** of Relocation Agreement). This site is a large landscape planter approximately 2,220 square feet in size and located in the southerly part of the parking lot of a multiple-tenant commercial building at 1202 E. 20th Street. Colonies Crossroads, Inc., owns a permanent easement on the site and is leasing this to Lamar Advertising. The new digital billboard will be 65 feet in height above the grade of the Freeway roadway. The sign face dimensions, and sign area will be the same as the digital billboard on Site 1.

Both digital billboards will be designed as a pylon sign and are double-faced, and contain a high-resolution LED illumination, similar to the new Lamar billboards constructed several years ago along the 210 Freeway in Rialto. The colors and design will be consistent with the four (4) existing Colonies Crossroads Freeway Pylon signs. The column will contain an aluminum cover with a Texcote finish, which is a high-performance exterior coating known for its durability and ability to protect against the elements.

Relocation Agreement

The terms of the Relocation Agreement (See **Exhibit A** to the Resolution) run concurrent with the lease agreement between Lamar Central Outdoor, LLC and Colonies Crossroads, Inc. Lamar previously owned and maintained thirteen (13) legal, nonconforming billboards with static paper displays on various locations within the City (See **Exhibit A** of the Relocation Agreement). In 2021, as negotiations began to conclude with City staff for two (2) small billboards on City right-of-way along Foothill Boulevard, Lamar at their own risk voluntarily removed five (5) legal, nonconforming Billboards as part of good faith negotiations. However, the negotiated Relocation Agreement was subsequently not approved by the City Council in December 2021. The proposed Relocation Agreement provides a credit for four (4) of the legal, non-conforming billboards that Lamar previously removed, and in return will replace the City Hall reader board with a digital display as described below. Notable provisions in the Relocation Agreement include:

- Revenue sharing is between Lamar Central Outdoor, LLC (Tenant) and Colonies Crossroads, Inc. (Landlord).

- Lamar will replace the City's existing outdated reader board sign at City Hall with a 6-foot by 8-foot, forty-eight (48) square foot high resolution electronic digital display with a minimum resolution pitch of 17mm or better.

- The digital billboards are required to contain an automatic dimmer that maintains a brightness level of 0.3 foot candle over ambient light at 250 feet.

- The City is entitled to place public service announcements and/or other matters of public interest on the relocated Billboards on an "as available" basis at no charge and within forty-eight (48) hours of Lamar receiving the request by the City.

- Section 11 of the Agreement provides restrictions on advertising content in order to preserve the character of the community and prevent exposure of residents to advertising which they might find offensive.

Section 17.15.090 of the UMC provides that Relocation Agreements are reviewed and approved by the City Council and requires that six (6) findings be made. The findings and justification that substantiate the subject Relocation Agreement can be found in the Resolution approving the Relocation Agreement (**See Exhibit A** for the staff report). The City Attorney has reviewed the Relocation Agreement and recommends approval as to form and content.

ENVIRONMENTAL DETERMINATION

On August 13, 2012, an Addendum to the Final EIR (FEIR) for the Colonies at San Antonio Specific Plan was approved for Amendment No. 7 (Ordinance 1866) which allowed LED message center displays as an alternative to standard "can" lighting on four faces of the approved "Primary" and "Secondary" freeway pylon signs located in Planning Area 18, 19, 20 and 21. Prior to rendering a decision on Amendment No. 7, a subsequent or supplemental EIR was not required as none of the conditions described in Section 15162 and Section 15163 of the CEQA Guidelines existed, and preparation of an Addendum to the FEIR meets the requirements of CEQA as follows:

- Major EIR revisions are not required: There is no evidence that major changes to the certified EIR are required. Comparison of the original Specific Plan SPR-7 to the Project indicates that there are no new

significant or more severe environmental impacts, and that the approval of the Project would have the same or reduced impacts as those described in the certified EIR.

- No substantial change in circumstances requiring major EIR revisions due to the involvement of significant new or more severe impacts: There is no information in the record, or otherwise available, that indicates that there are substantial changes in circumstances that would require major changes to the certified EIR. In addition, there is no information in the record that shows there will be new significant effects or more severe impacts than previously identified, or any new information that suggests new mitigation measures or mitigation measures previously identified as infeasible are now, in fact, feasible.

- No new information showing effects of greater significance than identified in the EIR: There is no substantial new information that was not available at the time the EIR was certified, indicating there will be a new and significant impact requiring major revisions to the certified EIR.

- No new information showing ability to reduce significant effects identified in the EIR: There are no new significant impacts requiring identification of new or additional alternatives to the Project, or consideration of new or additional more significant effects identified in the EIR.

Amendment No. 8 to the CASASP approved in 2025 allows billboards as a permitted use and allows two digital billboards to be constructed in place of two secondary freeway pylon signs with LED electric message center displays. Amendment No. 8 was determined not to create a significant change and was consistent with the findings relative to Section 15162 and Section 15163 of the CEQA Guidelines.

The net difference in Amendment 8 than what was previously approved under Amendment No. 7 would result in the proposed two (2) digital Billboards decreasing total sign area by 413 square feet, and an increase of ten (10) feet in height above the adjacent freeway roadway than the two (2) secondary freeway pylon signs being replaced. Both digital billboards will be designed as a pylon sign, and the colors and design will be consistent with the four (4) existing Primary Freeway Pylon signs.

In addition, the Relocation Agreement and the two (2) digital billboards permitted would also be independently a Categorical Exemption from the California Environmental Quality Act (CEQA) pursuant to Section 15303 of the CEQA Guidelines (Class 3 New Construction or Conversion of Small Structures), in that the project involves the installation of two (2) off-premises advertising billboards with electronic displays. None of the exceptions to the Class 3 exemption apply, as the project would not impact an environmental resource of hazardous or critical concern. There are no cumulative impacts, as the two (2) billboards would replace two (2) secondary freeway pylon signs which total sign area is more than the two (2) digital billboards. There are no unusual circumstances surrounding the project sites and the project would not damage resources within a state scenic highway, is not located on a hazardous waste site, and would not impact the significance of a historical resource as the sites are currently within an urbanized commercial corridor along a major highway.

FISCAL IMPACTS
There is no fiscal impact associated with this action.

ALTERNATIVES
Provide alternative direction to staff.

CEQA: Determine to be Exempt.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UPLAND, CALIFORNIA APPROVING A RELOCATION AGREEMENT WITH LAMAR CENTRAL OUTDOOR, LLC FOR TWO NEW OFF-PREMISES ADVERTISING BILLBOARDS WITH ELECTRONIC DISPLAYS LOCATED ON THE SOUTH SIDE OF THE 210 FREEWAY, WEST OF CAMPUS AVENUE EASTBOUND OFF-RAMP AND ON THE NORTH SIDE OF THE 210 FREEWAY, EAST OF CAMPUS AVENUE WESTBOUND OFF-RAMP IN THE COLONIES AT SAN ANTONIO SPECIFIC PLAN

WHEREAS, Lamar Central Outdoor, LLC ("Lamar") and Colonies Crossroads, Inc. have negotiated leases for two sites within the Colonies at San Antonio Specific Plan (CASASP) which are either owned or under control of Colonies Crossroads, Inc. Site 1 proposed for a digital billboard is located on the south side of the 210 Freeway, west of the Campus Avenue Eastbound Off-Ramp in Planning Area 18 of the CASASP. The site is approximately 2,032 square feet in size and is atop the area supported by a large retaining wall that runs along the north side of the Colonies Crossroads commercial center. The proposed digital billboard will be sixty-five (65) feet in height above the elevation of the adjacent freeway roadway. The overall sign area of the digital billboard is 672 square feet. Site 2 is located on the north side of the 210 Freeway, east of the Campus Avenue Westbound Off-Ramp in Planning Area 21 of the CASASP. This site is approximately 2,220 square feet in size and located within a parking lot planter of a multiple-tenant commercial building. The sign area and dimensions will be the same as the digital billboard on Site 1; and

WHEREAS, Lamar owns and operates eight (8) legal non-conforming billboard advertising structures within the city limits of City (each a "Billboard" and collectively the "Billboards"); and

WHEREAS, Lamar had previously owned and operated a total of thirteen (13) legal non-conforming billboard (the "Original Billboards"), however as part of previous "good faith" negations, the Company voluntarily decided to not renew the leases of five (5) billboards and removed them and are seeking credit as part of this Agreement, pursuant to Section 7.7 (Sign Standards) of the Colonies at San Antonio Specific Plan, for the two (2) relocated billboards; and

WHEREAS, Upland Municipal Code, Section 17.15 (Signs), and the California Outdoor Advertising Act, Business and Professions Code, Section 5200, et. seq. (in particular Bus. & Prof. Code Section 5412), allow local entities and display owners to enter into relocation agreements which allow local entities to continue development in a planned manner without expenditure of public funds while allowing the continued maintenance of private investment and a medium of public communications; and

WHEREAS, the California Outdoor Advertising Act (in particular Bus. & Prof. Code Section 5412) specifically empowers, and encourages, local agencies to enter into relocation agreements on whatever terms are agreeable to the City and display owners and to adopt ordinances and resolutions providing for relocation of displays; and

WHEREAS, on September 22, 2025 and October 27, 2025, the City Council approved first and second reading of an ordinance accordingly to amend Section 7.7 (Sign Standards) of the Colonies at San Antonio Specific Plan to allow billboards as a permitted use subject to specific regulations and development standard; and

WHEREAS, Section 7.7 (Sign Standards) of the Colonies at San Antonio Specific Plan, permits a billboard company to remove a minimum of two (2) existing "static" billboards located anywhere within the City per each new high resolution digital billboard installed within the Colonies at San Antonio Specific Plan on private property, subject to approval of a Relocation Agreement approved by the City; and

WHEREAS, Lamar wishes to credit the previous removal of four (4) Billboards as identified in Exhibit "A" (Listed as Nos. 1 through 4) to this Agreement (the "Original Billboards") in exchange for the right to construct and erect two (2) new digital Billboards within the Colonies at San Antonio Specific Plan area in compliance with Section 7.7 (Sign Standards) of the Specific Plan; and

WHEREAS, Lamar proposes to provide an enhanced benefit to the City by replacing the outdated reader board sign located at City Hall with a larger, higher resolution digital display; and

WHEREAS, entering into the Agreements is legitimately related to a governmental interest, and will provide a public benefit including reducing potential sign area along the 210 Freeway Corridor by 413 square feet than what is approved for the Colonies Crossroads Center's Master Sign Program, and the two relocated off-premises advertising Billboards will be used by the City to place public service announcements and/or display messages and other matters of public interest on any of the Relocated Billboards on an "as available" basis; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the City Council of the City of Upland hereby finds, determines and resolves as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein and made an operative part of this Resolution.

Section 2. Findings. Based on the mandatory findings set forth in Section 17.15.090(H) for approval of relocation agreements, the following findings and justification are hereby made as follows:

1. The proposed agreement is consistent with the goals, objectives, purposes and provisions of the Upland General Plan and the Upland Municipal Code.

Fact. The Agreements are consistent with the goals, objectives, purposes and provisions of the Upland General Plan, and the Upland Municipal Code. The Colonies at San Antonio Specific Plan implements the Upland General Plan for this area. Goal

1.3.3.c. states: *To augment the City's economic base by providing a variety of sales tax generating uses which minimize the leakage of taxable sales from Upland and attract taxable purchases from regional marketplace"*. The Agreement will result in in the placement of two digital billboards along the 210 Freeway at the Colonies Crossroads commercial center. Major and minor tenants at the Colonies Crossroads Center will be able to advertise to the approximately 200,000 Freeway travelers through this area, as well as attract new major tenants. This will result in an increase in taxable purchases from a regional area, as well as attracting retailers that are not in this area and thereby addressing sales tax leakage from Upland. The Agreements also meet all requirements contained in Section 17.15.090 of the UMC regarding relocation agreements and is located in a zoning district that is allowed to contain relocated off-premises advertising Billboards.

2. The proposed relocation site is compatible with the uses and structures on the site and in the surrounding area.

Fact. The two sites are within a regional commercial center adjacent to the 210 Freeway and Campus Avenue Interchange. The digital billboards will be designed as a pylon sign and are double-faced, and contain a high-resolution LED illumination. The colors and design will be consistent with the four existing Colonies Crossroads Freeway Pylon signs. This site is completely surrounded by urban development along a freeway corridor and is a compatible and suitable location.

3. The proposed relocation agreement either: contributes to the reduction of visual clutter in the City by proposing a net decrease in existing off-premises advertising displays, resulting in a reduction in the advertising square footage within the City; promotes activities of City-wide benefit and interest or generates significant revenue for the City; or in the case of relocations to accommodate a public project, the agreement serves the public interest eliminating the need for public fund expenditure.

Fact. The Relocation Agreement will cause a net decrease in overall total sign area along the 210 Freeway by 413 square feet. The two double-faced digital billboards will contain a total sign area of 2,688 square feet, and replace two, double-faced pylon signs permitted by the CASASP which would be 3,101 square feet in total sign area. The Relocation Agreement requires Lamar to place public service announcements and/or other matters of public interest requested by the City on the relocated Billboards on an "as available" basis at no charge.

4. The proposed off-premises advertising display would not create a traffic or safety problem with regard to onsite access circulation or visibility.

Fact. Both sites are situated along the 210 Freeway at the Campus Avenue Interchange. The digital billboards will require a permit by Caltrans and will be designed to meet Caltrans' standards and will not pose a traffic nor safety problem to freeway travelers. In addition, the Relocation Agreement provides that the Relocated Billboards shall not create a traffic hazard by distracting drivers or any obstructing traffic visibility, and shall be screened, tinted, shielded or otherwise

modified, as necessary, to eliminate excessive glare, as deemed sufficient by the Development Services Director.

5. The proposed off-premises advertising display would not interfere with onsite parking or landscaping required by City ordinance or permit.

Fact. Both sites are located in landscaped areas on private property that is owned by the Colonies Crossroads, Inc., and will not replace on-site parking, public or private, required to be provided by the CASASP, nor reduce the amount of landscaping beyond the requirements of the UMC or the Colonies at San Antonio Specific Plan landscape requirements.

6. The proposed off-premises advertising display would not otherwise result in a threat to the general health, safety and welfare of City residents.

Fact. The two off-premises advertising Billboards are located a suitable locations along the 210 Freeway Corridor and situated well clear of any pedestrian or vehicle circulation areas.

Section 3. CEQA. On August 13, 2012, an Addendum to the Final EIR (FEIR) for the Colonies at San Antonio Specific Plan was approved for Amendment No. 7 (Ordinance 1866) which allowed LED message center displays as an alternative to standard "can" lighting on four faces of the approved "Primary" and "Secondary" freeway pylon signs located in Planning Area 18, 19, 20 and 21. Prior to rendering a decision on Amendment No. 7, a subsequent or supplemental EIR was not required as none of the conditions described in Section 15162 and Section 15163 of the CEQA Guidelines existed, and preparation of an Addendum to the FEIR meets the requirements of CEQA as follows:

- Major EIR revisions are not required: There is no evidence that major changes to the certified EIR are required. Comparison of the original Specific Plan SPR-7 to the Project indicates that there are no new significant or more severe environmental impacts, and that the approval of the Project would have the same or reduced impacts as those described in the certified EIR.

- No substantial change in circumstances requiring major EIR revisions due to the involvement of significant new or more severe impacts: There is no information in the record, or otherwise available, that indicates that there are substantial changes in circumstances that would require major changes to the certified EIR. In addition, there is no information in the record that shows there will be new significant effects or more severe impacts than previously identified, or any new information that suggests new mitigation measures or mitigation measures previously identified as infeasible are now, in fact, feasible.

- No new information showing effects of greater significance than identified in the EIR: There is no substantial new information that was not available at the time the EIR was certified, indicating there will be a new and significant impact requiring major revisions to the certified EIR.

- No new information showing ability to reduce significant effects identified in the EIR: There are no new significant impacts requiring identification of new or additional alternatives to the Project, or consideration of new or additional more significant effects identified in the EIR.

Amendment No. 8 to the CASASP approved in 2025 allows billboards as a permitted use and allows two digital billboards to be constructed in place of two secondary freeway pylon signs with LED electric message center displays. Amendment No. 8 was determined not to create a significant change and was consistent with the findings relative to Section 15162 and Section 15163 of the CEQA Guidelines.

The net difference in Amendment 8 than what was previously approved under Amendment No. 7 would result in the proposed two digital Billboards decreasing total sign area by 413 square feet, and an increase of 10 feet in height above the adjacent freeway roadway than the two secondary freeway pylon signs being replaced. Both digital billboards will be designed as a pylon sign, and the colors and design will be consistent with the four existing Primary Freeway Pylon signs.

In addition, the Relocation Agreement and the two digital billboards permitted would also be independently Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303 of the CEQA Guidelines (Class 3 New Construction or Conversion of Small Structures), in that the project involves the installation of two off-premises advertising billboards with electronic displays. None of the exceptions to the Class 3 exemption apply, as the project would not impact an environmental resource of hazardous or critical concern. There are no cumulative impacts, as the two billboards would replace two secondary freeway pylon signs which total sign area is more than the two digital billboards. There are no unusual circumstances surrounding the project sites and the project would not damage resources within a state scenic highway, is not located on a hazardous waste site, and would not impact the significance of a historical resource as the sites are currently within an urbanized commercial corridor along a major highway.

Section 4. Approve Relocation Agreement. The City Council hereby approves the Relocation Agreement in substantially final form as attached to this Resolution as Exhibit A. The City Council hereby authorizes the City Manager, with the concurrence of the City Attorney, to make any non-financially substantive changes determined to be appropriate and in the City's interest and execute said Agreement. City Manager is hereby authorized to take any additional steps necessary to facilitate the intent of this action.

Section 5. Certification. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 6. Severability. If any section, subsection, subdivision, sentence, or clause or phrase in this Resolution or any part thereof is for any reason held to be unconstitutional, invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this

Resolution or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases are declared unconstitutional, invalid, or ineffective.

Section 7. Effective Date. This Resolution shall become effective immediately.

PASSED, APPROVED and ADOPTED this 23RD day of March, 2026.

Bill Velto, Mayor

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 23rd day of March, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST:

Keri Johnson, City Clerk

EXHIBIT A
RELOCATION AGREEMENT

[Attached behind this cover page]

BILLBOARD RELOCATION AGREEMENT

THIS BILLBOARD RELOCATION AGREEMENT ("the Agreement") is made and entered into as of this 23rd day of March, 2026 (the "Effective Date"), by and between the CITY OF UPLAND, a California municipal corporation ("the City"), and LAMAR CENTRAL OUTDOOR, LLC, a Delaware limited liability company ("the Company"). Hereafter the City and the Company are sometimes referred to as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Company owns and operates eight (8) legal non-conforming billboard advertising structures within the city limits of City (each a "Billboard" and collectively the "Billboards");

WHEREAS, the Company had previously owned and operated a total of thirteen (13) legal non-conforming billboard (the "Original Billboards"), however as part of previous "good faith" negations, the Company voluntarily decided to not renew the leases of five (5) billboards and removed them and are seeking credit as part of this Agreement, pursuant to Section 7.7 (Sign Standards) of the Colonies at San Antonio Specific Plan, for the two (2) new billboards.

WHEREAS, Upland Municipal Code, Section 17.15 (Signs), and the California Outdoor Advertising Act, Business and Professions Code, Section 5200, et. seq. (in particular Bus. & Prof. Code Section 5412), allow local entities and display owners to enter into relocation agreements which allow local entities to continue development in a planned manner without expenditure of public funds while allowing the continued maintenance of private investment and a medium of public communications;

WHEREAS, the California Outdoor Advertising Act (in particular Bus. & Prof. Code Section 5412) specifically empowers, and encourages, local agencies to enter into relocation agreements on whatever terms are agreeable to the City and display owners and to adopt ordinances and resolutions providing for relocation of displays;

WHEREAS, on September 22, 2025 and October 27, 2025, the City Council approved first and second reading of the ordinance accordingly to amend Section 7.7 (Sign Standards) of the Colonies at San Antonio Specific Plan to allow billboards as a permitted use subject to specific regulations and development standard;

WHEREAS, Section 7.7 (Sign Standards) of the Colonies at San Antonio Specific Plan, permits a billboard company to remove a minimum of two (2) existing "static" billboards located anywhere within the City per each new high resolution digital billboard installed within the Colonies at San Antonio Specific Plan on private property, subject to approval of a Relocation Agreement approved by the City;

WHEREAS, the Company wishes to credit the previous removal of four (4) Billboards as identified in Exhibit "A" (Listed as Nos. 1 through 4) to this Agreement (the "Original Billboards") in exchange for the right to construct and erect two (2) new digital Billboards within the Colonies

at San Antonio Specific Plan area in compliance with Section 7.7 (Sign Standards) of the Specific Plan, on the properties identified in Exhibit "B" to this Agreement ("Relocated Billboards");

WHEREAS, the Company proposes to provide an enhanced benefit to the City by replacing the outdated reader board sign located at City Hall with a larger, higher resolution digital display.

WHEREAS, the City and the Company now wish to enter into an Agreement to memorialize the terms and conditions upon which the Company will be credited with the removal of four (4) Original Billboards and construct the Relocated Billboards on property owned by the Colonies Crossroads, LLC.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing true and correct Recitals, which Recitals are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

1. Findings. The City Council finds, determines, and declares as follows:

A. This Agreement is consistent with the goals, objectives, purposes and provisions of the Upland General Plan, Colonies at San Antonio Specific Plan and the Upland Municipal Code.

B. The proposed locations for the Relocated Billboards are compatible with the uses and structures on the sites and in the surrounding areas.

C. This Agreement contributes to the reduction of visual clutter in the City by resulting in a net decrease in existing off-premises advertising displays, resulting in a reduction in advertising square footage of 1,344 square feet within the City.

D. This Agreement promotes activities of City-wide benefit and interest;

E. This Agreement provides enhanced benefit to the City by providing an upgraded digital sign at City Hall and by providing for the City's use to post public information announcements on the Relocated Billboards.

F. The Relocated Billboards will not create traffic or safety hazards with regard to onsite access circulation or visibility.

G. The Relocated Billboards will not interfere with onsite parking or landscaping required by City ordinance or permit.

H. The Relocated Billboards will not otherwise result in a threat to the general health, safety, and welfare of City residents.

2. Term of Agreement. Unless earlier terminated as provided for herein, this Agreement shall commence on the Effective Date and shall continue in full force and effect until the Termination of the Lease Agreement between the Colonies and the Company.

3. Relocated Billboards. In exchange for the ability to develop the Relocated Billboards identified in Exhibit "B," Company shall provide evidence of the removal of those Original Billboards identified in Exhibit "A."

A. Within sixty (60) days of the approval of this Agreement, the Company shall, at its sole cost and expense, submit a sign permit plan(s), with accompanying fees, to the City Building & Safety Department for the development of the Relocated Billboards.

B. The Parties acknowledge that the Relocated Billboards will be placed on privately-owned property subject to the Agreement between the City and the Company. If the Relocated Billboards are not constructed, the obligations of the Parties under this Agreement shall terminate and the Agreement shall be of no further force or effect.

4. Conditions of Relocation.

A, Removal of Existing "Static" Billboards. Prior to building permit issuance, the billboard company must obtain approval of a Relocation Agreement which credits the previous removal of (4) existing "static" billboards, as identified in Exhibit A, for the two (2) new high resolution digital billboard installed within the Colonies at San Antonio Specific Plan.

B. Maximum Height and Display Area. The maximum height of the billboard shall not exceed 65 feet above the freeway grade, and the display area shall not exceed 672 square feet with dimensions not exceeding 48 feet in width and 14 feet in height.

C. Sign Face Overhang. The Relocated Billboards shall not overhang on to any State Highway, or other public rights-of-way or property lines.

D. Timing of Message Changes. The timing of message changes on any Relocated Billboard shall change no more frequently than once every six seconds; and that blinking and/or moving characters shall be prohibited, except when necessary to change the message.

E. No Traffic Hazards. The Relocated Billboards shall not create a traffic hazard by distracting drivers or any obstructing traffic visibility, and shall be screened, tinted, shielded or otherwise modified, as necessary, to eliminate excessive glare, as deemed sufficient by the Development Services Director.

F. Automatic Dimmers. Each Relocated Billboard shall contain automatic dimmers that maintain brightness at a level of 0.3 foot candles over ambient light at 250 feet. Each Relocated Billboard shall be equipped with a mechanism to monitor its brightness.

G. Applicable Laws and Rules. The Relocated Billboard shall comply with all applicable requirements of state, federal, and local law, including, but not limited to, the Outdoor Advertising Act, the Colonies at San Antonio Specific Plan and the Upland Municipal Code. In the event of any inconsistencies, the most stringent requirements shall apply.

H. Other Sign Modifications. This Agreement applies only to the Relocated Billboards contemplated by this Agreement. Any additional changes, alterations, or modifications of any kind may warrant a modification to this Agreement.

I. Maintenance. The Relocated Billboard shall be properly maintained so that inoperative or improperly lighted bulbs do not impair the appearance and legibility of the sign.

5. Relocated Billboards. Upon verification of the removal of the Original Billboards, Company shall be entitled to construct the Relocated Billboards upon the properties identified in Exhibit "B," in accordance with the Site Plans for each Relocated Billboard attached hereto as Exhibits "B-1" and "B-2." Company shall be entitled to construct each of the Relocated Billboards with a two-sided changeable message digital display.

6. Substitute Locations.

A. Notwithstanding the foregoing, the Parties acknowledge that, irrespective of City Council approval of this Agreement, Company may still need to acquire property interests and permit approvals from other governmental agencies (i.e. Caltrans) to develop the Relocated Billboards on the properties identified in Exhibit "B."

B. Should any of the relocation sites be disapproved or be determined to be infeasible for any reason, Company shall be entitled to develop Relocated Billboards on substitute site(s), subject to City Council approval, in its sole and absolute discretion, and consistent with the terms of this Agreement and applicable City regulations. Company hereby expressly agrees that the City shall not be bound by any implied covenant of good faith and fair dealing in connection with the approval or disapproval of any substitute site(s).

C. Approval of substitute relocation site(s) shall be accomplished through an amendment to this Agreement. The need for identification and approval of one or more substitute relocation sites shall not affect Company's ability to develop a Relocated Billboard on a site otherwise approved in this Agreement.

7. Public Service Messages. As further consideration for the City's Agreement to allow the Company to develop the Relocated Billboards, City shall be entitled to place public service announcements and/or display messages and other matters of public interest on any such Relocated Billboard on an "as available" basis; provided, however, that messages placed by City on the Relocated Billboards must be limited to non-profit, public service messages (hereinafter "Public Service Messages"). The term Public Service Message shall expressly exclude any message advertising any business, company or event where such message would have a direct and tangible economic benefit to a private, for-profit company. For all Public Service Messages, City shall be responsible for providing Company with the advertising copy. Company shall not be responsible for producing or substantially modifying any advertising copy for a Public Service Message and shall have 48 hours after receipt and approval of advertising copy to display the Public Service Message.

8. Replacement of City Hall Digital Sign. Prior to constructing the Replacement Billboards, Company shall replace the existing Upland City Hall digital sign with a larger, higher resolution digital display ("Upgraded Sign"). The Upgraded Sign shall have a minimum resolution pitch of 17mm or better and a display face not exceeding 48 square feet and shall contain automatic dimmers that maintain brightness at a level of 0.3 foot candles over ambient light at 250 feet. Rendering images of existing City Hall digital sign and Upgraded Sign are attached hereto as

Exhibit "C." After City has inspected the Upgraded Sign and determined, in its sole and reasonable discretion, that it meets the requirements of this section, Company shall have no duty to maintain, service, replace, repair, or otherwise care for the Upgraded Sign and cannot guaranty against any hardware or electrical malfunctions. City is solely responsible for the maintenance, service, replacement, repair and ultimate care of the Upgraded Sign.

9. Indemnity. To the fullest extent permitted by law, Company, as a material part of the consideration to be rendered to City under this Agreement, shall indemnify City, its officials, officers, agents, employees, and any successors or assigns to the City's rights under this Agreement (collectively "City Parties") and shall hold and save them and each of them harmless from any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (hereinafter "Indemnified Claims and Liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the use, construction, and maintenance of the Relocated Billboard by Company, its officers, agents, contractors, subcontractors, and employees (collectively "Company Parties"), and in connection with the foregoing indemnity:

A. Company shall defend any action or actions filed in connection with any of said Indemnified Claims and Liabilities with counsel of City's choosing, and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

B. Company shall promptly pay any judgment rendered against the City and the City Parties for any such Indemnified Claims and Liabilities; and Company shall save and hold City and City Parties harmless therefrom; and

C. In the event City Parties are made a party to any action or proceeding filed or prosecuted against Company Parties for such Indemnified Claims and Liabilities, Company shall pay to City any and all costs and expenses incurred by City Parties in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

D. Company and City further acknowledge that Company shall not indemnify City Parties for any Indemnified Claims and Liabilities caused by or arising out of the gross negligence or willful misconduct of City Parties.

E. This Section 9 shall survive termination or completion of this Agreement.

10. City Authority to Pursue Its Own Billboards or Advertising Displays. The Company hereby acknowledges and agrees that the City is a separate legal entity with the authority to engage in various municipal activities, including but not limited to, the placement, construction, operation, and maintenance of its own City-owned signs or billboards for public, non-commercial, or commercial purposes at locations other than the New Billboard Sites described herein. The Company expressly waives and releases any and all claims, demands, actions, or causes of action, at law or in equity, that it may now have or may have in the future against the City (or its elected officials, officers, employees, or agents) which are related to, or connected with, the City's independent decision to pursue or operate its own billboard or advertising displays in the future, provided such City activities do not violate the express terms of this specific Relocation Agreement or applicable law.

11. Company's Advertising Policy/Sign Content. The Parties acknowledge that public advertising is an important form of public communication. City desires to preserve this type of communication while preserving the character of the community and prevent exposure of its residents to advertising which City's residents might find offensive. Accordingly, Company agrees and covenants for itself and its successors and assigns, that any advertising or display on the Relocated Billboards shall comply with the following:

A. Advertising for adult entertainment, including, but not limited to, topless bars, nightclubs, or establishments that feature nude dancing, or mud wrestling; advertisement for any adult business featuring sales of adult novelty items, books, magazines, videos or tapes, advertising with any materials, image, or content that could reasonably be considered sexually explicit or pornographic shall be prohibited.

B. Advertising that advertises any Adult Oriented Business, displays "Specified Anatomical Areas," or displays "Specified Sexual Activities," as those terms are defined in the City's Adult Business Ordinance shall be prohibited.

C. Advertising that contains references to, or pictures of, tobacco products or cannabis products shall be prohibited.

D. Advertising that Caltrans determines is likely to interfere with, mislead or distract traffic or conflict with any traffic control system or traffic circulation shall be prohibited.

E. Advertising that contains false or misleading information shall be prohibited.

F. Advertising that depicts violence, anti-social behavior except when encouraged by a government, or illegal behavior shall be prohibited.

G. Advertising that holds up an individual or groups of people to public ridicule, derision, or defames any individual or group or advocates discrimination against any individual or group shall be prohibited.

H. Advertising that is obscene, profane or vulgar shall be prohibited (advertising described in subparagraphs A though H shall collectively or individually be referred to as "Objectionable Advertising").

I. Company shall operate in compliance with the requirements of the Outdoor Advertising Act and the Outdoor Advertising Association of America's Code of Industry Principles.

J. Company shall include in its advertising lease agreements and any other agreements related to the Relocated Billboard, provisions that require compliance with the terms of the approved Relocation Agreement and prohibiting Objectionable Advertising. Such provisions will allow Company to cancel such agreements and allow Company to immediately remove illegal or Objectionable Advertising upon receipt of notice from the City. Without waiving or limiting any right Company may have to enforce the terms of this Agreement, and in consideration of the rights and privileges afforded to Company under this Agreement, Company on behalf of itself, and its

successors, heirs and assigns, desires to release, waive and discharge any claim, demand, cause of action, objection, or protest related to the City's enforcement of the terms in the approved Relocation Agreement.

12. Preference for Local Businesses. The billboards are intended to support local businesses in Upland, as well as advertising regional or national businesses. In order to promote local businesses in Upland and grow the Upland Chamber of Commerce's membership, the Company shall establish an advertising program that provides a twenty percent (20%) discount on advertising for businesses located in Upland. members of the Upland Chamber of Commerce and the Upland Chamber of Commerce itself.

13. General Provisions.

A. Assignment. The Company may only assign or otherwise transfer this Agreement to any other person, firm, or entity upon presentation to the City of an assignment and assumption agreement in a form reasonably acceptable to the City Attorney and upon receipt of the City's written approval of such assignment or transfer by the City Manager. Any and all assignments must be approved by the City, prior to taking effect. After a transfer or assignment as permitted by this Section, the City shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred.

B. Waiver. The waiver by any Party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, or of any subsequent breach of the same term, covenant or condition.

C. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by: (a) certified or registered mail, postage pre-paid, return receipt requested, or (b) a recognized overnight carrier that provides proof of delivery, and shall be addressed as follows:

If to the Company:

Lamar Central Outdoor, LLC
449 East Parkcenter Circle
San Bernardino, CA 92408
Attention: Brian Smith

With a Copy to:

Stream Kim Hicks Wrage & Alfaro, PC
Attn: Theodore Stream, Esq.
3403 Tenth Street, Suite 700
Riverside, CA 92501

If to the City:

City of Upland
Attn: Development Services Director
460 N. Euclid Avenue
Upland, CA 91786

With a Copy to:

City of Upland
Attn: City Manager
460 N. Euclid Avenue
Upland, CA 91786

Best Best & Krieger LLP
Attn: City Attorney

2855 East Guasti Road, Suite 400
Ontario, CA 91761

D. Notices shall be deemed effective upon receipt or rejection only.

E. Authority to Enter Agreement. All Parties have the requisite power and authority to execute, deliver and perform the Agreement. All Parties warrant that the individuals who have signed the Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

F. Amendment/Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.

G. Attorneys' Fees. In the event of litigation between the Parties arising out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and other costs and expenses incurred, including attorneys' fees on appeal, and all other reasonable costs and expenses for investigation of such action, including the conducting of discovery, in addition to whatever other relief to which it may be entitled.

H. Time is of the Essence. Time is of the essence of each and every provision of this Agreement.

I. Miscellaneous. This Agreement embodies the entire Agreement between the Parties and supersedes any prior or contemporaneous understandings between the Parties related to the Agreement. If any provision of this Agreement is held to be invalid, the balance shall remain binding upon the Parties. This Agreement shall be interpreted in accordance with its plain meaning, and not in favor of or against either Party. This Agreement shall be construed according to the laws of the State of California.

J. Jurisdiction and Venue; Governing Law. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the federal court with jurisdiction over San Bernardino County and the state courts located in San Bernardino County, California. This Agreement shall be governed by California law.

K. Exhibits. Exhibits A through C identified as follows, are attached to this Agreement and are incorporated herein as though set forth in full:

Exhibit A	ORIGINAL BILLBOARDS
Exhibit B	SITES SELECTED FOR RELOCATED BILLBOARDS
Exhibit B-1	SOUTH SIDE OF 210 FREEWAY
Exhibit B-2	NORTH SIDE OF 210 FREEWAY
Exhibit C	CITY HALL DIGITAL SIGN

L. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original but together shall constitute one Agreement.

M. Electronic Signatures. The Parties hereto hereby agree that electronic signatures are acceptable and shall have the same force and effect as original wet signatures.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth below.

"The Company"

CITY OF UPLAND

A California municipal corporation

LAMAR CENTRAL OUTDOOR, LLC

By: _____
Michael Blay,
City Manager

By: _____
By: _____
Its: _____

ATTEST:

By: _____
Keri Johnson,
City Clerk

By: _____
By: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Best Best and Krieger, City Attorney

Exhibit "A"

ORIGINAL BILLBOARDS					
	Location	Lease No.	Size (sq/ft)	Type	Faces
1.	FOOTHILL BLVD. S/L 0.2 MI W/O CENTRAL AVE. **REMOVED IN JUNE 2020**	259-00657-01	576	Static	2
2.	FOOTHILL BLVD. S/L 0.1 MI W/O CENTRAL AVE. **REMOVED IN MAY 2020**	259-00658-01	576	Static	2
3.	FOOTHILL BLVD. N/L W/O BENSON AVE. **REMOVED IN JUNE 2020**	259-07417-01	400	Static	2
4.	BENSON AVE. W/L 0.1 MI S/O 9TH ST. **REMOVED IN MAY 2020**	259-7960-01	144	Static	2
5.	FOOTHILL BLVD N/L, 1795' W/O CENTRAL AVE	259-00289-01	576	Static	2
6.	CENTRAL AVE. W/L 195' N/O ARROW RTE	259-596-01	400	Static	2
7.	BENSON AVE W/L 626' N/O 11TH STREET	259-00881-01	576	Static	2
8.	FOOTHILL BLVD. N/L 0.3 MI W/O CENTRAL AVE., UPLAND	259-03183-01	478	Static	2
9.	FOOTHILL BLVD SL 0.3 MI E/O CENTRAL AVE.	259-07414-01	478	Static	2
10.	CENTRAL AVE WL 200' S/O FOOTHILL BLVD.	259-07416-01	576	Static	2
11.	MOUNTAIN AVE WL S/O ARROW ROUTE **REMOVED**	259-07434-01	192	Static	2
12.	CENTRAL AVE. WL 160' S/O 11TH ST	259-07462-01	478	Static	2
13.	FOOTHILL BLVD. S/L 175' E/O CENTRAL AVE	259-07468-01	576	Static	2

Exhibit “B”

SITES FOR RELOCATED BILLBOARDS				
Site	Location	Size (H x W)	Type	Faces
1	South side of the 210 Freeway, west of the Campus Avenue Eastbound Off-Ramp	14' x 48'	Electronic	2
2	North side of the 210 Freeway, east of the Campus Avenue Westbound Off-Ramp	14' x 48'	Electronic	2

EXHIBIT B-1
SOUTH SIDE OF 210 FREEWAY,
WEST OF THE CAMPUS AVENUE / EASTBOUND OFF-RAMP

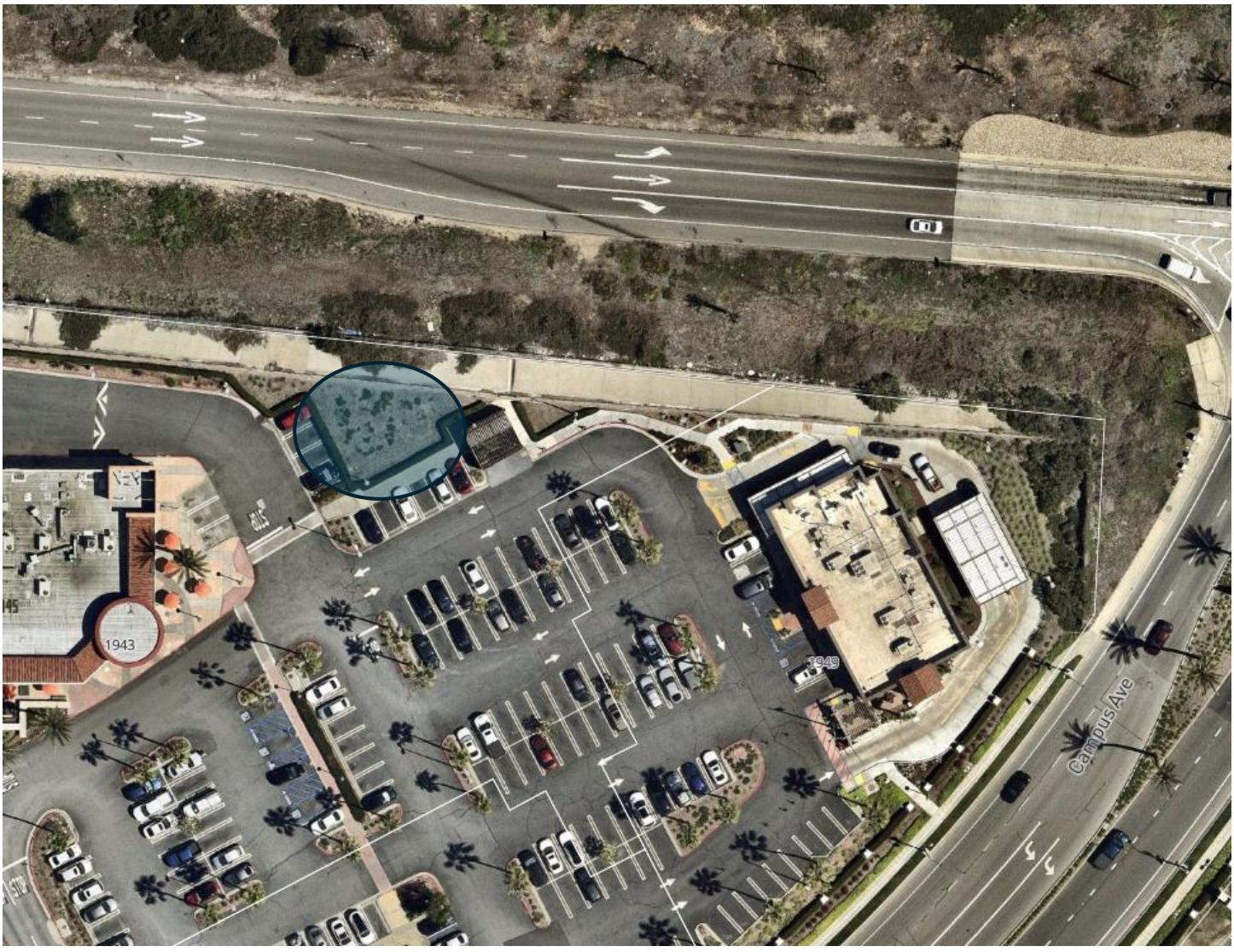


EXHIBIT B-2
NORTH SIDE OF THE 210 FREEWAY,
EAST OF THE CAMPUS AVENUE / WESTBOUND OFF-RAMP



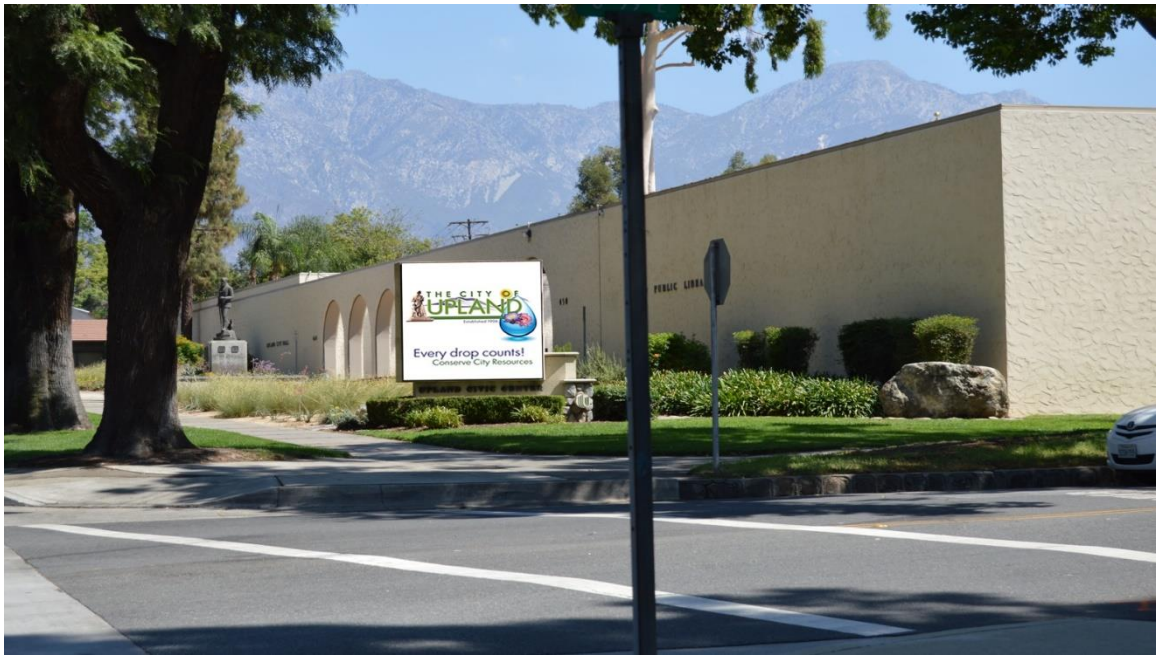
Exhibit "C"

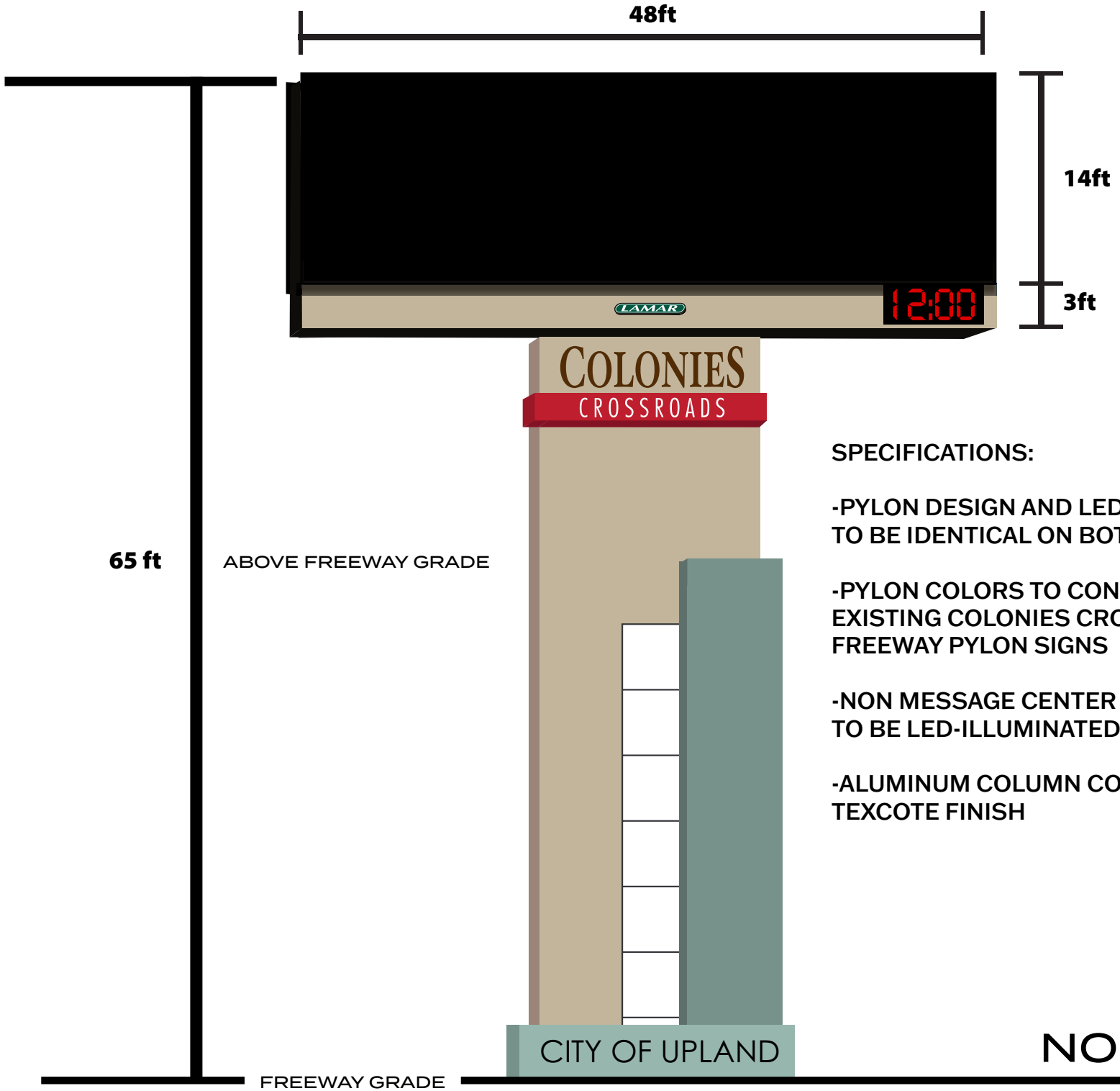
City Hall Display Sign

Existing



New





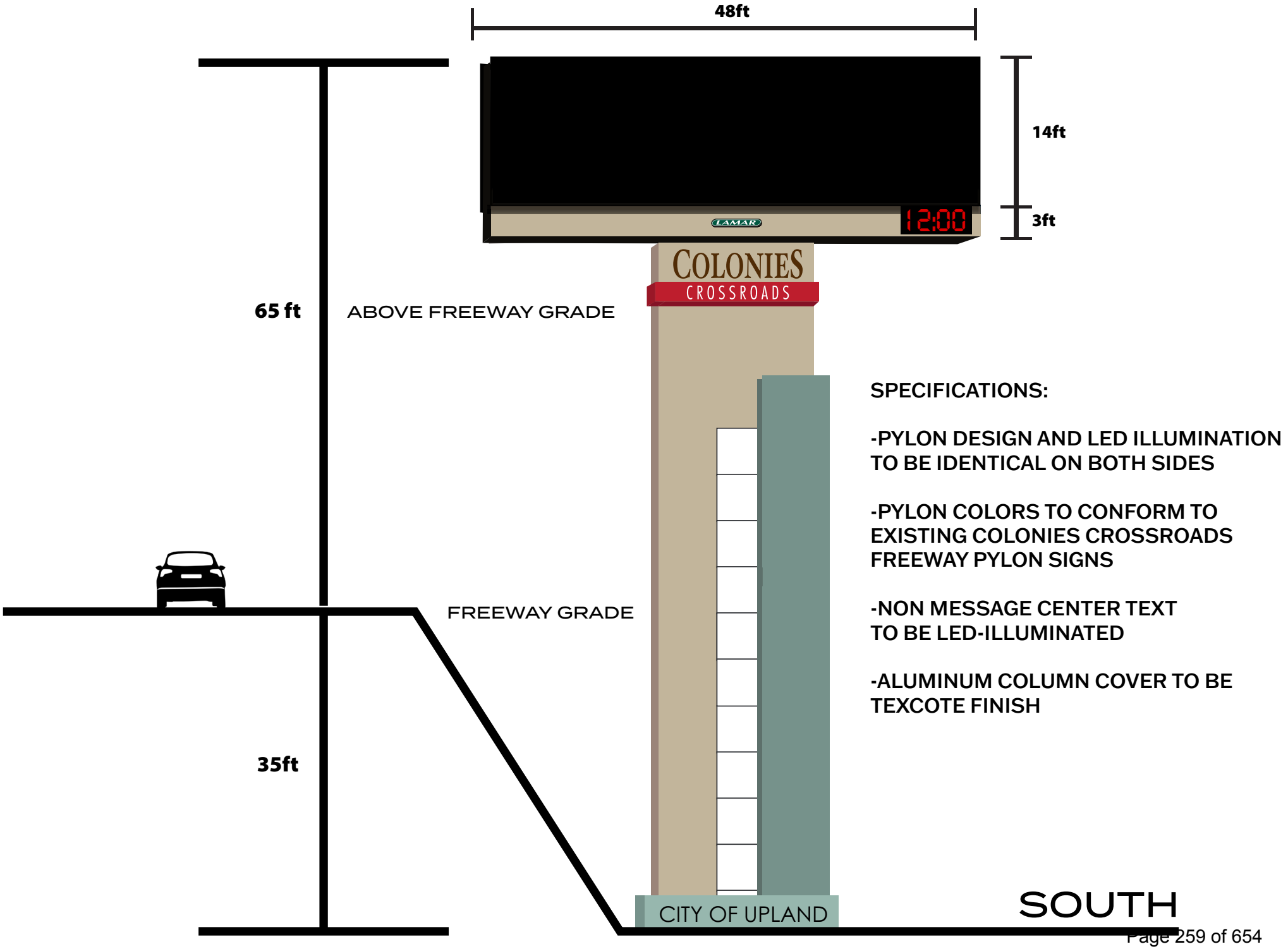
SPECIFICATIONS:

-PYLON DESIGN AND LED ILLUMINATION TO BE IDENTICAL ON BOTH SIDES

-PYLON COLORS TO CONFORM TO EXISTING COLONIES CROSSROADS FREEWAY PYLON SIGNS

-NON MESSAGE CENTER TEXT TO BE LED-ILLUMINATED

-ALUMINUM COLUMN COVER TO BE TEXCOTE FINISH



SPECIFICATIONS:

-PYLON DESIGN AND LED ILLUMINATION TO BE IDENTICAL ON BOTH SIDES

-PYLON COLORS TO CONFORM TO EXISTING COLONIES CROSSROADS FREEWAY PYLON SIGNS

-NON MESSAGE CENTER TEXT TO BE LED-ILLUMINATED

-ALUMINUM COLUMN COVER TO BE TEXCOTE FINISH

CALIFORNIA LEVINE ACT DISCLOSURE STATEMENT

California Government Code Section 84308, commonly referred to as the "Levine Act," prohibits City Officers from participating in any action concerning a license, permit, other entitlement for use, franchise, or contract (collectively "license, permit, or contract") if they receive political contribution(s) from a party, or its agent(s), totaling more than $500 within the twelve (12) months before the proceeding, while a proceeding is pending, and for twelve (12) months following the date of a final decision in a proceeding.

The Levine Act also requires a member of the Upland City Council who has received such a contribution to disclose the contribution on the record of the proceeding and recuse themselves before the proceeding unless the violation has been properly cured.

Current Upland City Council Members are listed at:

https://www.uplandca.gov/city-council-treasurer

Parties and their Agents are responsible for accessing the link to review the names and disclosing their applicable contributions to City Officers on the record of a proceeding.

As a party to a proceeding, you are also required to provide information below about contributions made by you, your agents on behalf of you or your organization, your organization subject to the proceeding with the City, and any organization you direct or control pursuant to the aggregation rules at FPPC Reg. § 18438.5, except for uncompensated officers of a nonprofit organization. This form is to be submitted to the City of Upland and is a public record. If you have any questions about this form, please contact your City representative for assistance.

1. Have you or your company, or any agent/board member on behalf of you or your company/entity, made any political contributions of more than $500 to any Upland City Council Member in the 12 months preceding the date of the submission of your proposal or application, or the anticipated date of any Council action?

___ YES If yes, please identify the Council Member(s):_____

✓ NO

2. Do you or your company/entity, or any agency on behalf of you or your company/entity, anticipate or plan to make any political contribution of more than $500 to any Upland City Council Member in the 12 months following any Council action related to your proposal or application?

___ YES If yes, please identify the Council Member(s):_____

✓ NO

Answering yes to either of the two questions above does not preclude the Upland City Council from awarding a contract or approving an application or any subsequent action. It does, however, preclude the identified Council Member(s) from participating in any actions related to your proposal or application.

3/18/2026
Date

Signature of authorized individual

Lamar Advertising
Company/Applicant Name

(Levine Act definitions on reverse side)

LEVINE ACT DISCLOSURE STATEMENT DEFINITIONS

Term	Definition	Law
Covered "proceedings"	A proceeding to grant, deny, revoke, restrict, or modify a license, permit or other entitlement for use, that does not solely involve purely ministerial decisions and is: (1) Applied for by the party; (2) Formally or informally requested by the party; or (3) A contract between the agency and the party or a franchisee granted by the agency to the party, other than a contract that is **competitively bid**, a **labor contract**, or a **personal employment contract**.	FPPC Reg 18438.2(a)
Party	Any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.	Gov. Code 84308(a)(1)
Participant	Any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.	Gov. Code 84308(a)(2) FPPC Reg 18438.4
Agent	A person who represents a party or participant for compensation and appears before or otherwise communicates with the governmental agency for the purpose of influencing the pending proceeding. See FPPC Reg 18438.3 for exceptions for certain consultants.	FPPC Reg 18438.3
Competitively Bid	A contract required by law to be awarded to the lowest responsible bidder with a responsive bid, or, if the successful bidder refuses or fails to execute the contract, to the next lowest bidder with a responsive bid.	FPPC Reg 18438.2(a)(3)(A)
Labor Contract	A contract or agreement reached through collective bargaining or with a representative group regarding the salary, benefits, or terms and conditions under an employment or retirement policy for employees or retirees, including a project labor agreement entered under Public Contract Code Section 2500.	FPPC Reg 18438.2(a)(3)(B)
Personal Employment Contract	A contract for employment, including the terms and conditions of employment, between the agency and an agency employee. A contract with an independent contractor is NOT a personal employment contract.	FPPC Reg 18438.2(a)(3)(C)-(D)

Staff Report

CITY OF UPLAND
"The City of Gracious Living"

DATE: March 23, 2026
TO: MAYOR AND CITY COUNCIL
FROM: MICHAEL BLAY, CITY MANAGER
PREPARED BY: DAMIEN R. ARRULA, ASSISTANT CITY MANAGER/PUBLIC WORKS DIRECTOR
RICHARD GONZALES, DEPUTY DIRECTOR OF PUBLIC WORKS - UTILITIES
NICOLE DEMOET, ENVIRONMENTAL COMPLIANCE PROGRAMS MANAGER
MICHELLE MADRIZ, MANAGEMENT ANALYST II – UTILITIES DIVISION
LIZ RODRIGUEZ, MANAGEMENT ANALYST I – UTILITIES DIVISION
SUBJECT: SET A PUBLIC HEARING AND DIRECT STAFF TO PREPARE AND MAIL A PROP 218 NOTIFICATION FOR WATER, RECYCLED WATER, AND SEWER RATE ADJUSTMENTS

RECOMMENDED ACTION:
It is recommended that the City Council: 1) set a public hearing tentatively for June, 8, 2026, to consider proposed water and recycled water service rate adjustments to become effective July 1, 2026, and sewer service rate adjustments to become effective July 1, 2026; 2) direct staff to prepare and mail a Proposition 218 notice; 3) receive and file the Water, Recycled Water, and Wastewater Rate Study; and 4) consider the rate schedules and related adjustments as recommended by staff for inclusion in the Proposition 218 notice and subsequent City Council action.

GOAL STATEMENT
The proposed action supports the City's goal of ensuring customer rates are cost-effective, equitable, and generate the necessary revenue to cover operational, debt service, capital investments, and reserves to meet program requirements.

BACKGROUND
In 2025, the City of Upland engaged Raftelis Financial Consultants, Inc. to prepare a comprehensive Water, Recycled Water, and Wastewater Rate Study. The Study was conducted to evaluate the long-term financial needs of the City's utility enterprise funds, perform cost-of-service analyses, and develop equitable and defensible five-year rate schedules in compliance with the requirements of Proposition 218.

The City provides potable water, recycled water, and wastewater collection services to residents and businesses within the City of Upland and portions of its sphere of influence. These enterprise funds are supported primarily through user rates and charges, which must be sufficient to fund ongoing operations and maintenance, address capital replacement and rehabilitation of aging infrastructure, meet debt service obligations, and maintain prudent reserve levels to support emergency preparedness, cash flow stability, and regulatory compliance.

Raftelis' analysis incorporated the City's recently completed Water, Recycled Water and Wastewater Master Plans. In addition, Raftelis' rate studies evaluated financial data, operational costs, capital improvement program needs, debt obligations, and customer usage information. The studies evaluated the adequacy of existing rates and assessed the long-term financial condition of each utility, under both current rate structures and proposed revenue scenarios, with the objective of ensuring long-term fiscal sustainability while maintaining service levels and compliance with regulatory requirements.

- This action does not approve new rates. Rather, it initiates the Proposition 218 public noticing process by setting a public hearing date tentatively for June 8, 2026, provided staff may adjust the date if needed to ensure compliance with Proposition 218 and other applicable law, and directing staff to prepare and mail the required notices. Following the public hearing, and provided no majority protest exists, the City Council may consider the adoption of updated water, recycled water, and wastewater rates and the approval of a Resolution adopting Water, Recycled Water, and Wastewater (Sewer) Service Fee Adjustments, including Wholesale Pass-Through Charges.

Pursuant to Proposition 218 (California Constitution, Article XIII D, Section 6), the City is required to conduct a public hearing and consider all written protests against the proposed changes and increases to the water, sewer, and recycled water rates. If at the conclusion of the public hearing the written protests against the proposed changes do

not constitute a majority of the City's affected parcels, the City Council may consider and adopt the proposed Resolution amending the water, sewer, and recycled water service charges and fees.

Pursuant to Proposition 218 (California Constitution, Article XIII D, Section 6), the City is required to comply with the following procedures prior to increasing water, sewer, and recycled water service fees and charges:

Proposition 218 Procedure:

1. Parcels upon which the increased fee or charge is proposed to be imposed have been identified and Proposition 218 Notice "Notice" will be mailed to (a) the record owner (as defined in California Government Code Section 53750(j) (the "Owner") of each identified parcel (as defined in California Government Code Section 53750(g), and (b) any customer of record who, at the time the notice is mailed, has a billing account with the City and is directly liable to pay the fee ("Customer") for an identified parcel.

2. The Notice will contain (a) the amount of the fee or charge; (b) the basis on which it was calculated; (c) reason for the increase, and (d) the date, time, and location the City Council will conduct a public hearing on the proposed increase.

3. A public hearing, upon approval by City Council, will be scheduled (at least 45 days after the Notice is mailed) to consider all written protests against the proposed increased fees. If, at the conclusion of the hearing, written protests against the proposed increased fee are presented by a majority of Owners/Customers of parcels to be charged, the City may not increase the fee.

AB 2257
AB 2257 was codified into Government Code Section 53759.1 and 53759.2 and provides an administrative remedy for ratepayers that wish to address a legal issue with the proposed rate increase. AB 2257 provides the ratepayers with a procedure for alleging noncompliance with the provisions of Article XIII D of the California Constitution for any new, increased, or extended water or sewer fee or assessment via a timely submitted written objection to that fee or assessment that specifies the grounds for alleging noncompliance.

By implementing this procedure, the City is able to address any potential legal issues prior to adoption of the rates. Failure of a ratepayer to submit a timely valid legal objection prohibits them from any future judicial action or proceeding to review, invalidate, challenge, set aside, rescind, void, or annul the fee or assessment for failure to comply with Proposition 218. This procedure also provides a framework for the administrative record that will be used in such a proceeding.

The City shall comply with the requirements of AB 2257 to establish an administrative remedy for ratepayers. The Proposition 218 Notice will include all necessary information regarding this procedure including instructions on how to submit a formal written and legal objection. Ratepayers will have an opportunity to submit an objection regarding a proposed property-related water fee or charge, or any special assessment, to the City (local public agency governing body's) attention prior to the deadline established by the City as part of the rate or assessment consideration process (4:00 PM on May 18, 2026). A copy of the prepared Proposition 218 Notice is included as an attachment to this staff report.

The current and proposed rates will be set forth in a resolution or resolutions relating to services and fees for water, recycled water, and sewer.

ISSUES AND ANALYSIS
Proposed Rates
Utility services for water, sewer, and recycled water are operated as separate Enterprise Funds and are not commingled with the City's General Fund. Utility services are funded by fees and charges (rates), and the budgets are set bi-annually with mid-year and annual check-ins. Rates and services are reviewed periodically to ensure that the established service rates are:

- Adequate to recover costs reasonably borne in providing the services.
- Equitable to all customer classes.
- In compliance with all State and Federal regulations.
- Easily explained to customers.

The basis and reasons for the proposed changes and rate increases are to enable the City to recover operating expenses, and to maintain the operational and financial stability of the utilities, while maintaining our commitment to provide the highest quality services at the lowest possible rates for our customers. The proposed rates are based upon multi-year financial plans. The multi-year financial plans assess the City's revenue requirements for both operations and capital facilities for water, recycled water, and sewer, including information from the most recent master plans. The proposed water and recycled water rate adjustments would be implemented on July 1, 2026, and on each January 1 thereafter, through and including January 1, 2030. The City's proposed sewer rate adjustments would be implemented on July 1, 2026, and each January 1 thereafter, through and including January 1, 2030. Additionally, the City is proposing to pass-through wholesale rate increases as they are adopted by the Inland Empire Utilities Agency (IEUA) for local implementation (typically July 1st of each fiscal year) through the end of 2030.

The Rate Studies prepared by Raftelis recommend five-year schedules of rate adjustments for water, recycled water, and wastewater services designed to ensure revenues align with the cost of providing service, maintain required reserve levels, and fund needed capital investments. The proposed adjustments are phased to moderate customer impacts while addressing long-term fiscal sustainability.

Importantly, the proposed rates do not exceed the cost of service attributable to each parcel and comply with all substantive and procedural requirements of Proposition 218.

The tables below summarize the recommended percentage-based revenue adjustments relative to current City of Upland rates. These adjustments are applied uniformly within each utility enterprise and translated into specific rate schedules through the cost-of-service analysis prepared by Raftelis.

Water and Recycled Water

Raftelis evaluated the Water Fund under a "status quo" scenario in which no rate increases are implemented. Under that scenario, the Water Fund is projected to fall below minimum reserve targets beginning in Fiscal Year 2028 and would be unable to meet debt service coverage requirements by Fiscal Year 2029. Key cost drivers include rising purchased water costs, inflationary pressures on operations and maintenance, and the need to fund regular capital replacement and refurbishment projects as well as those associated with new Federal and State regulations.

To address these projected shortfalls, Raftelis recommends an industry-wide best practice five-year schedule of water and recycled water revenue adjustments beginning in Fiscal Year 2026. The proposed adjustments are summarized in the tables below.

Summary of Proposed Five-Year Rate Adjustments

The tables below summarize the recommended percentage-based revenue adjustments relative to current City of Upland rates. These adjustments are applied uniformly within each utility enterprise and translated into specific rate schedules through the cost-of-service analysis prepared by Raftelis.

During the comprehensive rate study review process, the City evaluated the proportional cost of service for each customer classification, including the application of peaking factors used to allocate system capacity and demand-related costs. The analysis determined that based upon current user characteristics, certain user categories need rate adjustments to reflect updated costs of service.

With respect to the government customer classification, the City has elected to maintain this category at a comparatively higher rate level. The City is the only customer in this class, and this policy is intended to offset cost increases for other customers.

CITY WATER COMMODITY RATES (BI-MONTHLY)

Table 1: Proposed Schedule Rate Adjustments of Bi-Monthly Water Volumetric Rates

Single Family Residential Rates							
Usage Tiers	**Unit**	**Current Rate**	**Proposed Rate Effective 7/1/26**	**Proposed Rate Effective 1/1/27**	**Proposed Rate Effective 1/1/28**	**Proposed Rate Effective 1/1/29**	**Proposed Rate Effective 1/1/30**
0-20	per hcf*	$2.33	$2.40	$2.52	$2.65	$2.79	$2.93
21-50	per hcf*	$3.08	$3.21	$3.38	$3.55	$3.73	$3.92
51+	per hcf*	$3.68	$3.73	$3.92	$4.12	$4.33	$4.55

Multi-Family Residential Rate							
Customer Class	**Unit**	**Current Rate**	**Proposed Rate Effective 7/1/26**	**Proposed Rate Effective 1/1/27**	**Proposed Rate Effective 1/1/28**	**Proposed Rate Effective 1/1/29**	**Proposed Rate Effective 1/1/30**
Multi-Family	per hcf*	$2.87	$3.17	$3.33	$3.50	$3.68	$3.87

Rates for Other Classes							
Customer Class	**Unit**	**Current Rate**	**Proposed Rate Effective 7/1/26**	**Proposed Rate Effective 1/1/27**	**Proposed Rate Effective 1/1/28**	**Proposed Rate Effective 1/1/29**	**Proposed Rate Effective 1/1/30**
Landscape (1)	per hcf*	$3.17	$3.34	$3.51	$3.69	$3.88	$4.08
Commercial	per hcf*	$2.76	$3.16	$3.32	$3.49	$3.67	$3.86
School	per hcf*	$3.38	$3.29	$3.46	$3.64	$3.83	$4.03
Government	per hcf*	$3.47	$3.47	$3.65	$3.84	$4.04	$4.25

City Rates for Recycled Water							
Customer Class	**Unit**	**Current Rate**	**Proposed Rate Effective 7/1/26**	**Proposed Rate Effective 1/1/27**	**Proposed Rate Effective 1/1/28**	**Proposed Rate Effective 1/1/29**	**Proposed Rate Effective 1/1/30**
Recycled	per hcf*	$2.54	$2.64	$2.78	$2.92	$3.07	$3.23

(1) Fire Hydrant Meter Rate
*hcf = hundred cubic feet = 1 billing unit = 748 gallons

Table 2: Proposed 5-Year Schedule of Bi-Monthly Fixed Meter Rate

Proposed 5-Year Schedule of Bi-Monthly Fixed Meter Rate						
SERVICE CHARGES (Bi-Monthly)	**CURRENT**	**Proposed 7/1/2026**	**Proposed 1/1/2027****	**Proposed 1/1/2028****	**Proposed 1/1/2029****	**Proposed 1/1/2030****
5/8"	$65.26	$67.36	$70.73	$74.27	$77.99	$81.89
3/4"	$82.68	$84.92	$89.17	$93.63	$98.32	$103.24
1"	$117.52	$120.03	$126.04	$132.35	$138.97	$145.92
1 1/2"	$204.72	$207.82	$218.22	$229.14	$240.60	$252.63
2"	$309.35	$313.16	$328.82	$345.27	$362.54	$380.67
3"	$588.33	$646.74	$679.08	$713.04	$748.70	$786.14
4"	$902.15	$1,138.32	$1,195.24	$1,255.01	$1,317.77	$1,383.66
6"	$1,773.93	$2,314.63	$2,430.37	$2,551.89	$2,679.49	$2,813.47
8"	$2,820.12	$4,948.14	$5,195.55	$5,455.33	$5,728.10	$6,014.51

Drought Rates

In times of drought or emergency water shortage, the City Council may declare mandatory water use restrictions. During times of mandatory water use restrictions, an additional charge will be added to the volumetric rates based upon the amount of restriction required. For example, when a 10% water use reduction is required, volumetric rates will increase by 3%. See all proposed drought rates as detailed in Table 3 below:

Table 3: Proposed Drought Rates Per Drought Stage

Proposed Drought Rates Per Drought Stage					
Drought Surcharge	**Up to 10% Water Use Reduction**	**Up to 20% Water Use Reduction**	**Up to 30% Water Use Reduction**	**Up to 40% Water Use Reduction**	**Up to 50% Water Use Reduction**
Volumetric Rate Surcharge Increase	3%	10%	22%	36%	54%

In the event of a declared mandatory water use restriction that triggers imposition of drought rates, the actual drought rate shall be imposed in addition to the volumetric rate, and shall be equal to the lesser of the volumetric rate imposed at that time multiplied by the percentages in the table above, or the rates set forth in the table below.

Table 4: Proposed Drought Rates Surcharge

Customer Class	Proposed 7/1/2026	Proposed 1/1/2027	Proposed 1/1/2028	Proposed 1/1/2029	Proposed 1/1/2030
Maximum Drought Surcharge (40-50% Reduction) $/hcf					
Single Family					
Tier 1	$1.31	$1.38	$1.44	$1.52	$1.59
Tier 2	$1.75	$1.84	$1.93	$2.03	$2.13
Tier 3	$2.04	$2.14	$2.25	$2.36	$2.48
Multi Family	$1.73	$1.82	$1.91	$2.00	$2.10
Landscape	$1.82	$1.91	$2.01	$2.11	$2.21
Commercial	$1.73	$1.82	$1.91	$2.00	$2.10
Schools	$1.80	$1.89	$1.98	$2.08	$2.19
Government	$1.89	$1.98	$2.08	$2.19	$2.30
Revenue Adjustments		5%	5%	5%	5%

*These maximum amounts do not include the IEUA pass-through, which may be implemented by the City should IEUA increase its imported water rates in an amount greater than what was proposed within the Rate Study; however, only within the pass-through authorization approved by the City Council.

These adjustments are designed to:

- Fully fund annual operations and maintenance costs;
- Fund the City's water and recycled water capital improvement program using a combination of rate revenue and reserves;
- Maintain minimum and target reserve levels throughout the rate-setting period;
- Avoid larger, more abrupt rate increases in the future;
- Sustain long-term wastewater system operations; and
- Preserve long-term fiscal sustainability of the Water Fund.

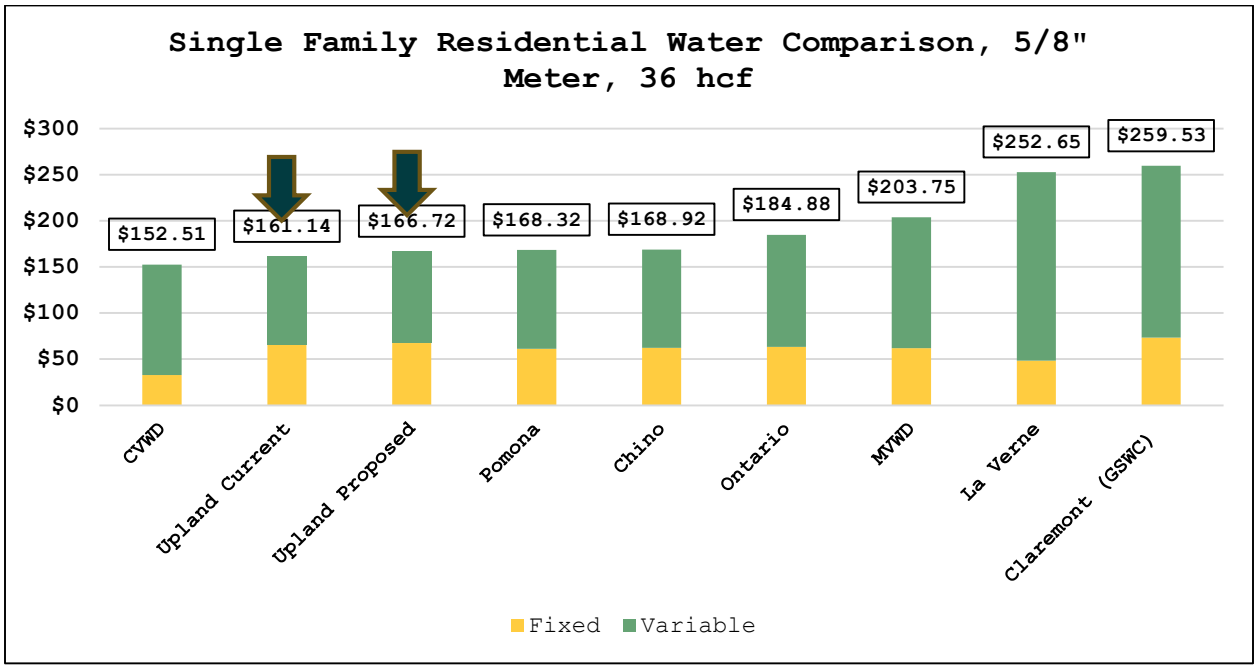
The proposed rate design maintains the City's existing structure, consisting of a fixed bi‑monthly service charge and volumetric usage charges. Single-family residential customers continue to be charged tiered volumetric rates to promote efficient water use, while non‑residential and recycled water customers are charged uniform volumetric rates based upon cost of service.

Comparative Analysis of Water Rates

The phased in nature of the proposed adjustments are intended to balance affordability with the City's obligation to maintain safe, reliable, and financially sustainable utility services.

At the request of management staff and as a part of the rate study, Raftelis evaluated customer bill impacts and compared the City's proposed rates to neighboring jurisdictions. After factoring in the proposed adjustments, Upland's water rates remain in most cases, lower than those of surrounding agencies when evaluated on an equivalent usage basis. As seen in Table 5 below, the City of Upland has the second lowest water rates compared to our neighboring communities within the Inland Empire demonstrating significant value to ratepayers.

Table 5: Single Family Residential Water Comparison



Wastewater (Sewer)

Raftelis also conducted a status quo analysis for the Wastewater Fund. Without rate adjustments, the Wastewater Fund is projected to fall below minimum reserve targets in Fiscal Year 2033 and deplete reserves by Fiscal Year 2034. This condition would limit the City's ability to maintain the collection system and respond to emergencies, regulatory requirements and plan for and fund future system-wide capital improvements.

To stabilize the Wastewater Fund, Raftelis recommends an industry-wide best practice of incorporating a phased five-year schedule of revenue adjustments to the City's local Sewer Service Charge, which funds the City's wastewater collection system. The recommended City wastewater revenue adjustments are summarized in the table below:

Table 6: City and IEUA Wastewater Rate Schedules

	Current	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Effective Date		July 1, 2026	Jan. 1, 2027	Jan. 1, 2028	Jan. 1, 2029	Jan. 1, 2030
City Local Sewer Services Charges	$11.29	$11.98	$12.46	$12.96	$13.48	$14.02

- **July 1, 2026:** **4%** increase to City of Upland sewer collection rates
- **January 1, 2027: 4%** increase in total wastewater revenues
- **January 1, 2028: 4%** increase in total wastewater revenues
- **January 1, 2029: 4%** increase in total wastewater revenues
- **January 1, 2030: 4%** increase in total wastewater revenues

These percentage adjustments represent total revenue increases and are implemented through updates to fixed service charges and volumetric rates in accordance with Proposition 218 and cost-of-service principles. These City rate adjustments would generate sufficient revenue to:

- Fund ongoing wastewater collection system operations and maintenance;
- Support the City's wastewater capital improvement program;
- Maintain reserve levels consistent with City financial policies;
- Avoid larger, more abrupt rate increases in the future;
- Sustain long-term wastewater system operations; and
- Preserve long-term fiscal sustainability of the Wastewater Fund.

In addition to the City's local water and sewer service charges, water and wastewater customers within the City are also billed for potable water and regional wastewater treatment services provided by IEUA. The City provides potable water distribution and wastewater collection services, while IEUA is responsible for regional wastewater treatment and disposal.

Separate from the City's proposed wastewater rate adjustments, IEUA has adopted increases to its wastewater treatment charge per Equivalent Dwelling Unit (EDU) over a two-year period. The increase consists of a 9% adjustment effective July 1, 2025, followed by an additional 9% adjustment effective July 1, 2026. These IEUA rate increases are passed through to City of Upland wastewater customers as a separate line item and are not included in the City's proposed local sewer collection rate adjustments.

Table 7: IEUA Pass-Through Wastewater Rate Schedule

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2030
Effective Date	**Current**	**July 1, 2026**	**July 1, 2027**	**July 1, 2028**	**July 1, 2029**	**July 1, 2030**
IEUA Sewer Treatment Component (Pass-Through Rate)	$27.02*	$29.45	TBD	TBD	TBD	TBD

*The City currently charges only $25.78 for IEUA although IEUA's current rate is $27.02 per EDU

The aforementioned IEUA charges are passed through by the City of Upland to affected customers in accordance with the City's regional sewer service agreement. The City does not retain any portion of the IEUA treatment charge and acts solely as a billing and collection agent on IEUA's behalf. The pass-through rate reflects the actual cost charged by IEUA for regional treatment services.

IEUA also imposes an extra-territorial monthly sewer service charge on sewer customers whose properties are located outside IEUA's service area boundary, but who receive wastewater treatment services through IEUA facilities. These charges are intended to recover IEUA's costs to provide regional wastewater treatment services to non-member or extra-territorial customers. Effective July 1, 2025, IEUA increased the extra-territorial monthly sewer service charge to $23.53 per month per EDU, which is applied in addition to the FY 2025/26 adopted IEUA monthly EDU treatment rate of $27.02. This only applies to approximately six (6) customers. The City currently charges only $22.10 for IEUA although IEUA's current rate is $23.53 per EDU.

IEUA Water and Wastewater Pass-Through Increases

The City pays certain fees to IEUA for wholesale water and wastewater treatment costs. These include fees for purchased water, meter equivalency unit charges for water connections, recycled water fees, and wastewater treatment fees. IEUA's adopted and projected rates are factored into the respective fees and charges described above.

The City cannot control whether IEUA increases its rates above those that are projected and factored into the City's water, recycled water, and wastewater service charges. As such, the City proposes to pass-through directly to customers any IEUA adopted rate increases in excess of the IEUA rates projected and factored into the City's fees. If adopted, the City's authority to pass-through IEUA rate increases will expire after 5 years, and in no event will it cause the impacted rate to increase by more than 15% in any calendar year. Additionally, the City will provide 30 days' written notice to all impacted customers of any IEUA pass-through fee increases.

IEUA pass-through fee increases typically occur on July 1 of each year. Currently, IEUA has not provided rates for fiscal years 2028 through 2030. The specific details of the IEUA pass-throughs will be described in the Proposition 218 notice mailed to customers.

ENVIRONMENTAL DETERMINATION

The proposed action is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(8) and CEQA Guidelines Section 15273 (a). The action involves the establishment of rates for the purpose of meeting operating expenses, funding capital improvements necessary to maintain service, and meeting reserve requirements within existing service areas.

FISCAL IMPACTS

There is no immediate fiscal impact associated with setting the public hearing and mailing Proposition 218 notices. Postage and administrative costs will be absorbed within existing operating budgets.

If subsequently approved by the City Council following the public hearing, the proposed rate adjustments would generate revenues sufficient to:

- Fund water, recycled water, and wastewater operations and maintenance;
- Support the City's necessary utility capital improvement program;
- Maintain recommended reserve levels;
- Ensure long-term fiscal sustainability of the utility enterprise funds; and
- Avoid larger, more abrupt rate increases in the future.

To maintain long-term fiscal sustainability, it is essential that the City's utility enterprise funds generate sufficient revenue to support ongoing operations and maintenance, fund planned capital improvement and infrastructure replacement projects and maintain prudent reserve levels to address emergencies and economic uncertainty. In prior years, the City Council elected to defer certain rate adjustments and IEUA pass-through increases in an effort to keep customer rates lower or flat. While intended to provide short-term relief to ratepayers, such deferrals can have significant cumulative financial impacts on the enterprise funds and ultimately rate payers in the long-term. In such scenarios, single-digit percentage increases may turn into larger double-digit increases. Additionally, not approving or deferring rates may constrain the City's ability to adequately fund infrastructure needs and maintain appropriate reserve balances over time.

Historical Rate Adjustment Deferrals – Water and Recycled Water
Consideration of the proposed rate adjustments is of particular importance given the City's history of prior rate deferrals and the cumulative financial impacts to the enterprise funds, and ultimately to ratepayers. On December 9, 2019, implementation of the January 1, 2020, water and recycled water rate adjustment was deferred pending an additional rate study check-in to follow the rate study that had been completed the prior year. On March 9, 2020, the City Council further deferred the adjustment by electing to maintain 2018 water and recycled water rates, and on October 26, 2020, the City Council reaffirmed that deferral. Although new rates were ultimately implemented on August 9, 2021, the approved rates corresponded to those originally scheduled for January 2020 – effectively delaying revenue realization by more than a year and a half. Similarly, on February 27, 2023, the City Council implemented rates that had been scheduled to take effect January 1, 2022. These repeated deferrals resulted in substantial foregone revenue that was not received when originally planned, directly reducing enterprise fund cash flow and reserve balances. The delayed receipt of this revenue also diminished the compounding financial benefit that would have accrued over time, limiting the City's ability to build prudent reserves, fund capital reinvestment, and maintain long-term fiscal sustainability. As a result, enterprise fund shortfalls were ultimately offset, in part, by support from reserves, underscoring the importance of timely, consistent and sustainable rate implementation to protect both utility operations and broader City and ratepayer financial health.

Historical Rate Adjustment Deferrals - Wastewater
Similar financial impacts have occurred as a result of prior deferrals of IEUA pass-through wastewater treatment charge adjustments. In certain years, although IEUA adopted increases to its regional treatment rates, the City elected to keep customer sewer bills flat and did not fully implement the corresponding pass-through adjustments. While the City remained obligated to pay IEUA the full adopted treatment rates, the City absorbed those increases by reducing or holding down its local sewer service collection charges. This practice effectively shifted regional treatment cost increases onto the City's sewer enterprise fund, reducing the following: net revenues available for local system maintenance, capital replacement and rehabilitation, and reserve funding. Over time, absorbing outside agency cost increases in this manner contributed to structural pressure within the sewer enterprise fund, weakened reserve levels, and limited the City's financial flexibility to address infrastructure needs. Timely and consistent implementation of adopted pass-through charges is therefore critical to ensuring that the sewer enterprise remains financially self-supporting and that regional treatment costs are equitably allocated to ratepayers as intended.

ALTERNATIVES
Provide alternative direction to staff.

CEQA: Not a Project



DRAFT

CITY OF UPLAND

Water and Wastewater Rate Study

REPORT / March 16, 2026

RAFTELIS

RAFTELIS

March 16, 2026

Mr. Richard Gonzales
Deputy Director of Utilities
City of Upland
460 N. Euclid Avenue
Upland, CA 91786

Subject: Water and Wastewater Financial Plan Study Report

Dear Mr. Gonzales:

Raftelis is pleased to provide this Water and Wastewater Rate Study Report (Report) for the City of Upland (City) to develop a financial plan to help the City meet its annual expenses and provide fiscal stability, as well as to establish water and wastewater rates that are equitable and consistent with the cost of providing service.

The major objectives of the study include the following:

- Develop financial plans for the water and wastewater enterprises to ensure financial sufficiency, meet operation and maintenance (O&M) costs, ensure sufficient funding for capital replacement and refurbishment (R&R) needs, and improve the financial health of the enterprises
- Recommend sound and sufficient reserve funds
- Review current rate structures for the water and wastewater enterprises
- Recommend a five-year schedule of water and wastewater rates consistent with regulatory

The report summarizes the key findings and recommendations related to the development of the financial plans for water and wastewater utilities and the development of the updated water and wastewater rates.

It has been a pleasure working with you, and we thank you, Mr. Gonzales, and the City staff for the support provided during the course of this study.

Sincerely,

Sudhir Pardiwala, PE (CA)
Senior Principal

Nicholas Kennedy
Consultant

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1. Executive Summary

1.1. Background

In 2024, the City of Upland (City) engaged Raftelis to conduct a Water and Wastewater Rate Study (Study) to develop ten-year financial plans, conduct cost-of-service analyses, and develop five-year schedules for the water and wastewater utilities that are equitable and in compliance with Proposition 218.

This executive summary describes the rate study process, methodology, and recommendations for the City's water and wastewater rates. The City wishes to establish fair and equitable rates that:

- Meet the City's water and wastewater enterprise fiscal needs for operation and maintenance costs, capital replacement and refurbishment (R&R) costs, reserve goals, and ensure the financial health of each enterprise, and
- Prepare a five-year schedule of water and wastewater rates consistent with the cost of providing service.

The City occupies approximately 15 square miles and is located in the western end of San Bernardino County. It is bordered by the cities of Montclair and Claremont on the west, Ontario to the south, Rancho Cucamonga to the east, and the unincorporated areas of San Antonio Heights to the north. As of 2024, the City had a population of approximately 79,600.

The City's water enterprise serves the City of Upland. The City has access to local and imported water supply resources. Locally, the City has adjudicated groundwater water rights in the Chino, Cucamonga, and Six Basins. These adjudicated groundwater basins are actively managed and overseen by a designated Watermaster in accordance with their respective court decrees. The City water interests are a result of either a direct water right or indirectly through its shareholder interest (entitlement) in two private mutual water companies. The City has a stake in West End Consolidated Water Company (WECWC). The water received from WECWC is local groundwater. The City has a shareholder interest in San Antonio Water Company (SAWCo). Both local groundwater and surface water from San Antonio Canyon is provided by SAWCo. San Antonio Canyon surface water supply is subject to availability and is closely tied to rain and snowpack. This local surface water is treated at the City's San Antonio Water Treatment Plant. In addition to the local surface and groundwater supplies, the City invested in and acquired an interest in an 81 million gallons per day (mgd) imported water treatment plant, the Water Facilities Authority (WFA-JPA). The WFA water treatment plant receives Northern California State Project imported water from Metropolitan Water District of Southern California (MWD) through Inland Empire Utilities Agency (IEUA), an MWD member agency.

In 2013, IEUA completed regional pipeline facilities and began delivering recycled water. Recycled water is predominantly available in the southeastern sector of the City and is mostly used for large landscape irrigation areas, such as the Upland Hill Country Club Golf Course, City parks, several school grounds, and the Euclid Avenue median.

The sewer system is a gravity flow system consisting of approximately 210 miles of pipe ranging from 3 inches to 21 inches in diameter. The City provides sewer service to most businesses and residents within the City, as well as the unincorporated areas (San Antonio Heights) within the City's sphere of influence. Collected sewage is conveyed to the IEUA regional wastewater reclamation facilities for treatment and disposal of the effluent, sludge, and residual solids.

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Several areas in the southwest quadrant of the City cannot be served by gravity flow through the City's system to the regional trunk sewer. The sewer mains in these areas are connected to the sewer systems of Montclair and Claremont. The City is responsible for operations and maintenance (O&M) of the system within its boundaries. In addition, the City pays a fee to the adjoining City or agency for the conveyance of City flows from these areas to the regional plants owned and operated by IEUA (for flows through the Montclair system) or Los Angeles County Sanitation District (LACSD) 21 (for flows through the Claremont system) for treatment.

1.2. Process

Raftelis developed water and wastewater financial plans for the City. The financial plans consider the total revenue adjustments needed to meet capital investment, operational expenses, debt service, and reserve policies during the five-year rate setting period. After developing the financial plans, Raftelis performed cost-of-service analyses to determine the water and wastewater rates based on the financial plans.

The current water rate consists of a bi-monthly service charge, a tiered volumetric rate for single-family customers, and uniform rates for multi-family residential, landscape, commercial, school, government, and recycled water customer classes. The bi-monthly service charge is designed to primarily collect costs that are relatively fixed, including such things as billing and customer service costs, meter reading, and meter maintenance. The volumetric rate recovers the remaining costs. Raftelis is not recommending any changes to the current rate structure.

The current wastewater rate structure consists of a City local sewer services charge per equivalent dwelling unit (EDU), and an Inland Empire Utilities Agency (IEUA) Sewer Treatment charge per EDU. For this rate study, Raftelis is making rate recommendations only for the City charge.

1.3. Proposed Water Financial Plan

This section of the report details the water enterprise's long-term financial plan, based on the projected revenues, expenses, debt service, and capital project costs. With assistance from City staff, Raftelis modeled the financial plan without revenue adjustments (status quo) and with proposed revenue adjustments to ensure the financial sustainability of the water utility. Raftelis projects that with no rate increases over the study period (FY 2026-FY 2034), the City will fall below the minimum reserve targets beginning in FY 2029. The City would also fail to meet its debt service requirements beginning in FY 2028. Raftelis worked with City staff to develop proposed revenue adjustments over the five-year-rate-setting period (Table 1-1). The proposed water revenue adjustments were selected to ensure the water operating fund has sufficient funds to cover annual expenses and to ensure reserve target levels are met. The first rate adjustment effective June 1, 2026, is the result of the cost of service with a 5% revenue adjustment, because these rates are calculated through the cost of service analysis, the bill impact will not equal 5% for all customers. All future year revenue adjustments and rates increase by the 5% shown below. Reserve targets are discussed in detail in Section 4.3. The proposed revenue adjustments for five years are shown in Table 1-1.

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Table 1-1: Proposed Water Revenue Adjustments

Effective Date	Adjustment
June 1, 2026	5.0%
January 1, 2027	5.0%
January 1, 2028	5.0%
January 1, 2029	5.0%
January 1, 2030	5.0%

Figure 1-1 shows the proposed five-year water enterprise financial plan. Status quo revenue is shown by the solid line. Projected revenue is shown by the dashed line. Annual expenditures are shown by the columns. The green bars above the X-axis show the net cash used to build up the reserves and the green bars below the X-axis show reserves being spent to fund costs. Revenue from current rates is not enough to cover annual operating and maintenance costs or capital expenditures. Therefore, revenue adjustments are required to generate sufficient revenue to cover these costs over the study period.

Figure 1-1: Proposed Water Financial Plan

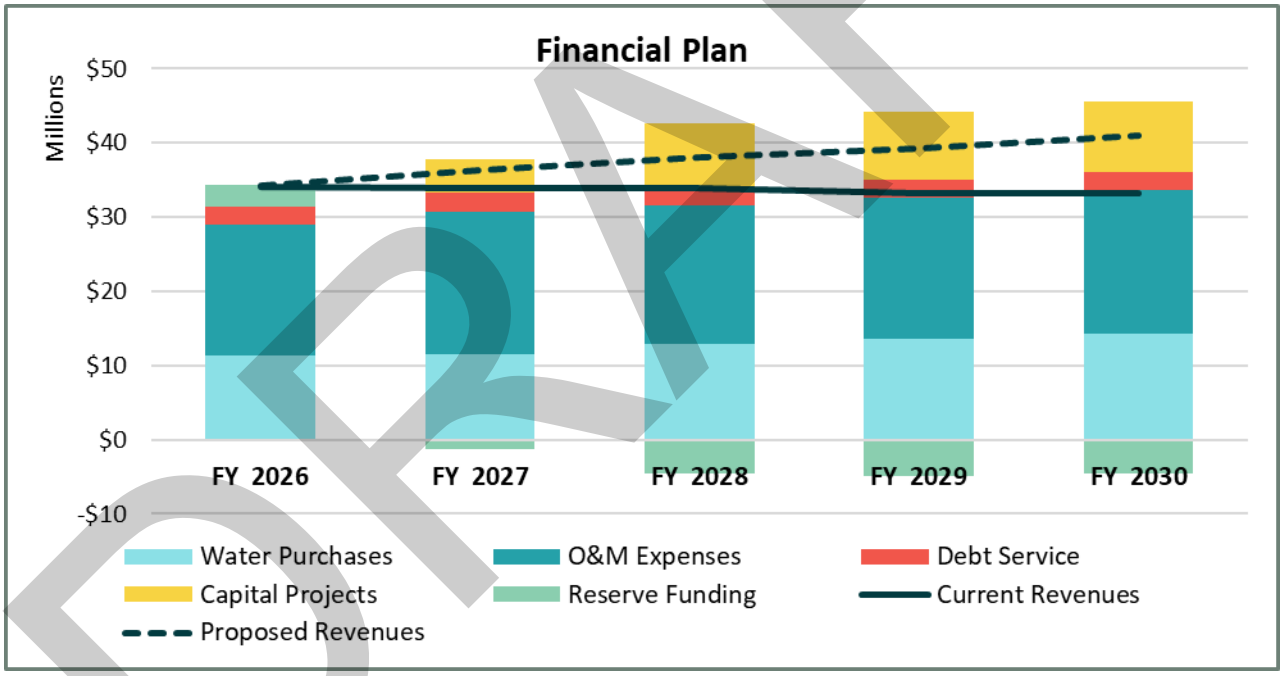


Figure 1-2 shows projected ending fund balances over the study period relative to the City's reserve targets. Maximum and minimum targets are shown. The minimum targets are met in all years of the rate-setting period.

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Figure 1-2: Proposed Water Financial Plan – Projected Ending Balances

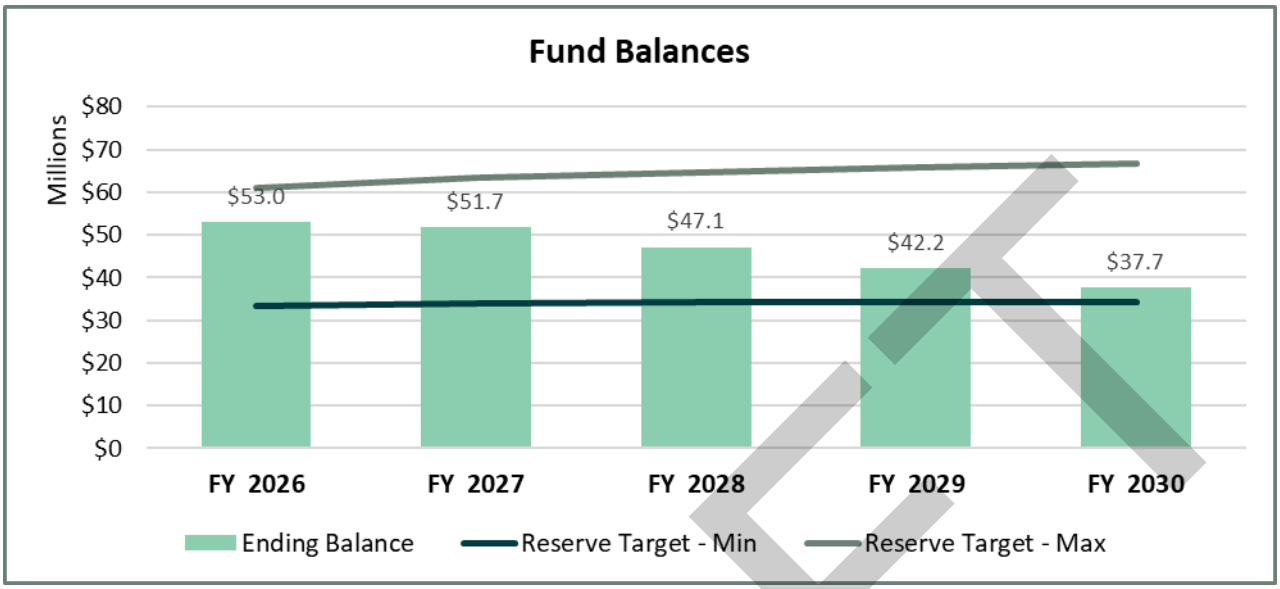
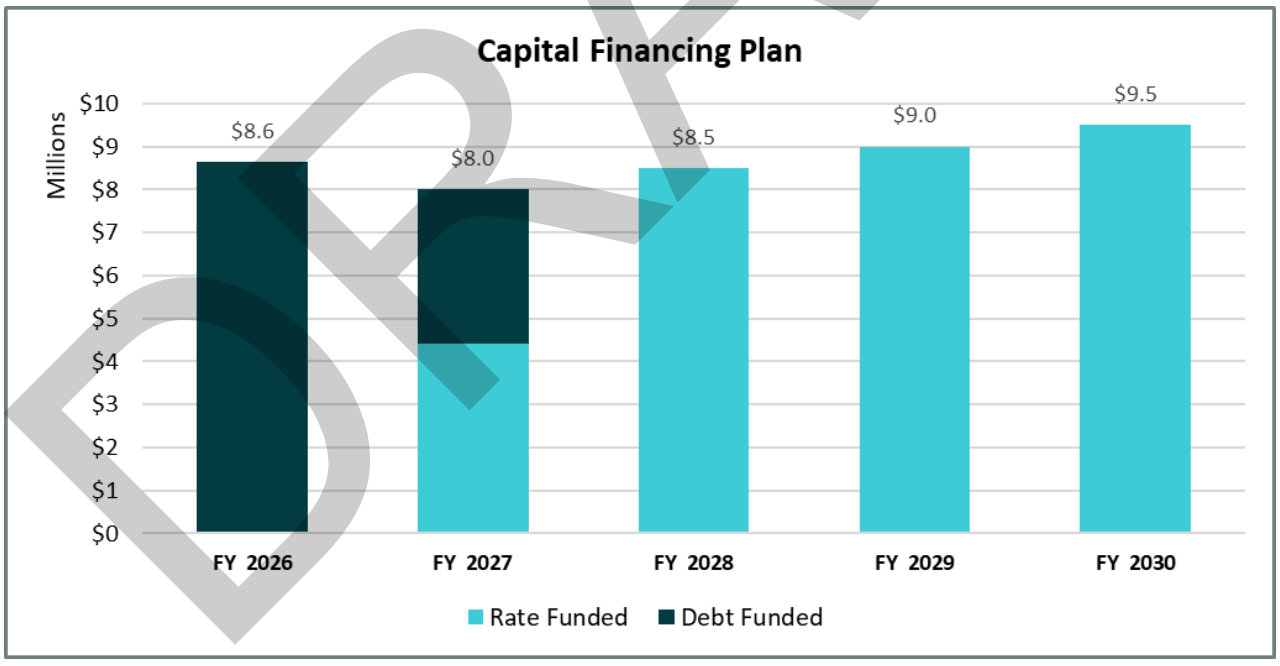


Figure 1-3 shows the proposed capital financing plan over the rate-setting period. The proposed financial plan assumes that capital projects will be funded through a combination of water rate revenues, cash reserves, and existing bond proceeds.

Figure 1-3: Water Capital Financing Plan



1.4. Proposed Water Rates

Table 1-2 shows the proposed five-year water rate schedule through FY 2030 for the bi-monthly service charge for potable and recycled water. Proposed FY 2026 rates are designed to collect about 5 percent more rate revenue than current FY 2025 rates. Proposed rates beginning in FY 2027 are calculated by increasing the prior year's proposed rates by the proposed annual revenue adjustments. All numbers are rounded up to the nearest cent to ensure adequate revenue recovery. Therefore, any manual bill calculations may not match the

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precise results shown in the report. The service charges include the Meter Equivalent Unit (MEU) charge imposed by IEUA. Since those charges are not known for future years, any increases in those charges beyond the assumptions used in the rate study will be passed through to customers.

Table 1-2: Proposed Five-Year Water Rate Schedule, Bi-Monthly Service Charge

	Current	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Effective Date		June 1, 2026	January 1, 2027	January 1, 2028	January 1, 2029	January 1, 2030
Revenue Adjustment		5.0%	5.0%	5.0%	5.0%	5.0%
Bi-Monthly Fixed Charge						
Meter Size						
5/8"	$65.26	$67.36	$70.73	$74.27	$77.99	$81.89
3/4"	$82.68	$84.92	$89.17	$93.63	$98.32	$103.24
1"	$117.52	$120.03	$126.04	$132.35	$138.97	$145.92
1 1/2"	$204.72	$207.82	$218.22	$229.14	$240.60	$252.63
2"	$309.35	$313.16	$328.82	$345.27	$362.54	$380.67
3"	$588.33	$646.74	$679.08	$713.04	$748.70	$786.14
4"	$902.15	$1,138.32	$1,195.24	$1,255.01	$1,317.77	$1,383.66
6"	$1,773.93	$2,314.63	$2,430.37	$2,551.89	$2,679.49	$2,813.47
8"	$2,820.12	$4,948.14	$5,195.55	$5,455.33	$5,728.10	$6,014.51

Table 1-3 shows the proposed water volumetric rates. Single-family residential rates are tiered, and all other classes receive uniform rates. The cost of service analysis resulted in the Government customer class rate for FY 2026 decreasing based on their peaking factors. This rate only applies to City Government customers. The City is opting not to decrease it and retain its current rate for FY 2026. Future years increase by the 5% revenue adjustments. Any increases in potable and recycled water purchase costs from IEUA beyond the assumptions used in the study will be passed through to customers.

Table 1-3: Proposed Five-Year Water Rate Schedule, Volumetric ($/hcf)

	Current	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Effective Date		June 1, 2026	January 1, 2027	January 1, 2028	January 1, 2029	January 1, 2030
Revenue Adjustment		5.0%	5.0%	5.0%	5.0%	5.0%
Single Family						
Tier 1	$2.33	$2.40	$2.52	$2.65	$2.79	$2.93
Tier 2	$3.08	$3.21	$3.38	$3.55	$3.73	$3.92
Tier 3	$3.68	$3.73	$3.92	$4.12	$4.33	$4.55
Multi Family	$2.87	$3.17	$3.33	$3.50	$3.68	$3.87
Landscape	$3.17	$3.34	$3.51	$3.69	$3.88	$4.08
Commercial	$2.76	$3.16	$3.32	$3.49	$3.67	$3.86
Schools	$3.38	$3.29	$3.46	$3.64	$3.83	$4.03
Government	$3.47	$3.47	$3.65	$3.84	$4.04	$4.25
Recycled Water	$2.54	$2.64	$2.78	$2.92	$3.07	$3.23

1.4.1. Drought Rates

In times of drought or emergency water shortage, the City Council may declare mandatory water use restrictions. During times of mandatory water use restrictions, surcharges for consumption over the prescribed allocation may be imposed, as shown below to cover costs from reduced sales:

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Table 1-4: Proposed Drought Surcharges

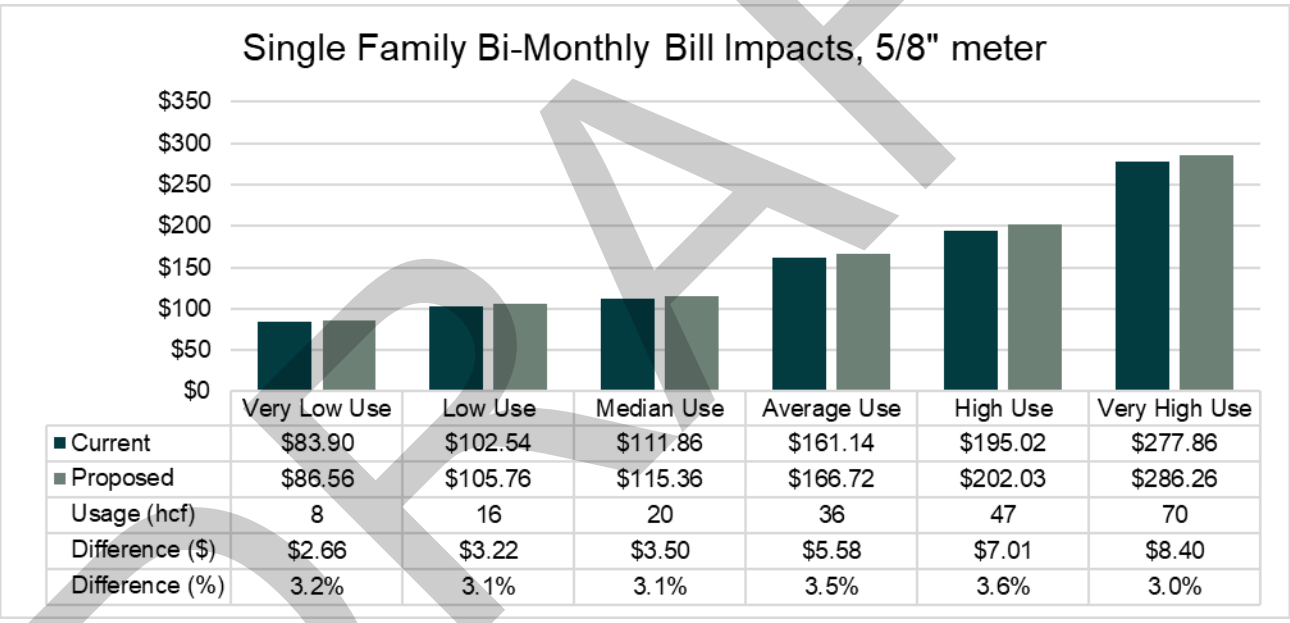
Customer Class	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Revenue Adjustments		5%	5%	5%	5%
0-10% Reduction					
Single Family					
Tier 1	$0.08	$0.08	$0.09	$0.09	$0.10
Tier 2	$0.10	$0.11	$0.11	$0.12	$0.12
Tier 3	$0.11	$0.12	$0.12	$0.13	$0.13
Multi Family	$0.10	$0.11	$0.11	$0.12	$0.12
Landscape	$0.10	$0.11	$0.11	$0.12	$0.12
Commercial	$0.10	$0.11	$0.11	$0.12	$0.12
Schools	$0.10	$0.11	$0.11	$0.12	$0.12
Government	$0.11	$0.12	$0.12	$0.13	$0.13
10-20% Reduction					
Single Family					
Tier 1	$0.24	$0.25	$0.26	$0.28	$0.29
Tier 2	$0.32	$0.34	$0.35	$0.37	$0.39
Tier 3	$0.37	$0.39	$0.41	$0.43	$0.45
Multi Family	$0.31	$0.33	$0.34	$0.36	$0.38
Landscape	$0.33	$0.35	$0.36	$0.38	$0.40
Commercial	$0.31	$0.33	$0.34	$0.36	$0.38
Schools	$0.33	$0.35	$0.36	$0.38	$0.40
Government	$0.34	$0.36	$0.37	$0.39	$0.41
20-30% Reduction					
Single Family					
Tier 1	$0.53	$0.56	$0.58	$0.61	$0.64
Tier 2	$0.71	$0.75	$0.78	$0.82	$0.86
Tier 3	$0.82	$0.86	$0.90	$0.95	$1.00
Multi Family	$0.70	$0.74	$0.77	$0.81	$0.85
Landscape	$0.74	$0.78	$0.82	$0.86	$0.90
Commercial	$0.70	$0.74	$0.77	$0.81	$0.85
Schools	$0.73	$0.77	$0.80	$0.85	$0.89
Government	$0.76	$0.80	$0.84	$0.88	$0.92
30-40% Reduction					
Single Family					
Tier 1	$0.86	$0.90	$0.95	$1.00	$1.05
Tier 2	$1.15	$1.21	$1.27	$1.33	$1.40
Tier 3	$1.33	$1.40	$1.47	$1.54	$1.62
Multi Family	$1.13	$1.19	$1.25	$1.31	$1.37
Landscape	$1.19	$1.25	$1.31	$1.38	$1.45
Commercial	$1.13	$1.19	$1.25	$1.31	$1.37
Schools	$1.18	$1.24	$1.30	$1.37	$1.43
Government	$1.24	$1.30	$1.37	$1.44	$1.51

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Customer Class	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
40-50% Reduction					
Single Family					
Tier 1	$1.31	$1.38	$1.44	$1.52	$1.59
Tier 2	$1.75	$1.84	$1.93	$2.03	$2.13
Tier 3	$2.04	$2.14	$2.25	$2.36	$2.48
Multi Family	$1.73	$1.82	$1.91	$2.00	$2.10
Landscape	$1.82	$1.91	$2.01	$2.11	$2.21
Commercial	$1.73	$1.82	$1.91	$2.00	$2.10
Schools	$1.80	$1.89	$1.98	$2.08	$2.19
Government	$1.89	$1.98	$2.08	$2.19	$2.30

Figure 1-4 shows a comparison of a 5/8" meter single-family bill at different usage levels under the proposed FY 2026 rates and current FY 2026 rates.

Figure 1-4: Single-Family Residential Bi-Monthly Bill Impacts, FY 2026

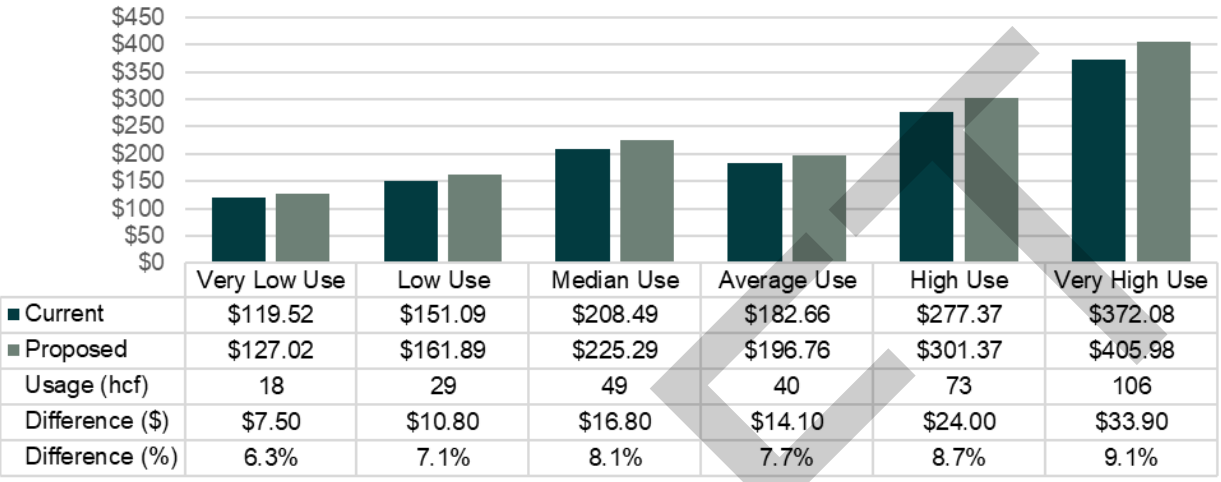


	Very Low Use	Low Use	Median Use	Average Use	High Use	Very High Use
Current	$83.90	$102.54	$111.86	$161.14	$195.02	$277.86
Proposed	$86.56	$105.76	$115.36	$166.72	$202.03	$286.26
Usage (hcf)	8	16	20	36	47	70
Difference ($)	$2.66	$3.22	$3.50	$5.58	$7.01	$8.40
Difference (%)	3.2%	3.1%	3.1%	3.5%	3.6%	3.0%

Figure 1-5 shows a comparison of a 5/8" meter with 3 dwelling units, multi-family bill at different usage levels under the proposed FY 2026 and current FY 2026 rates.

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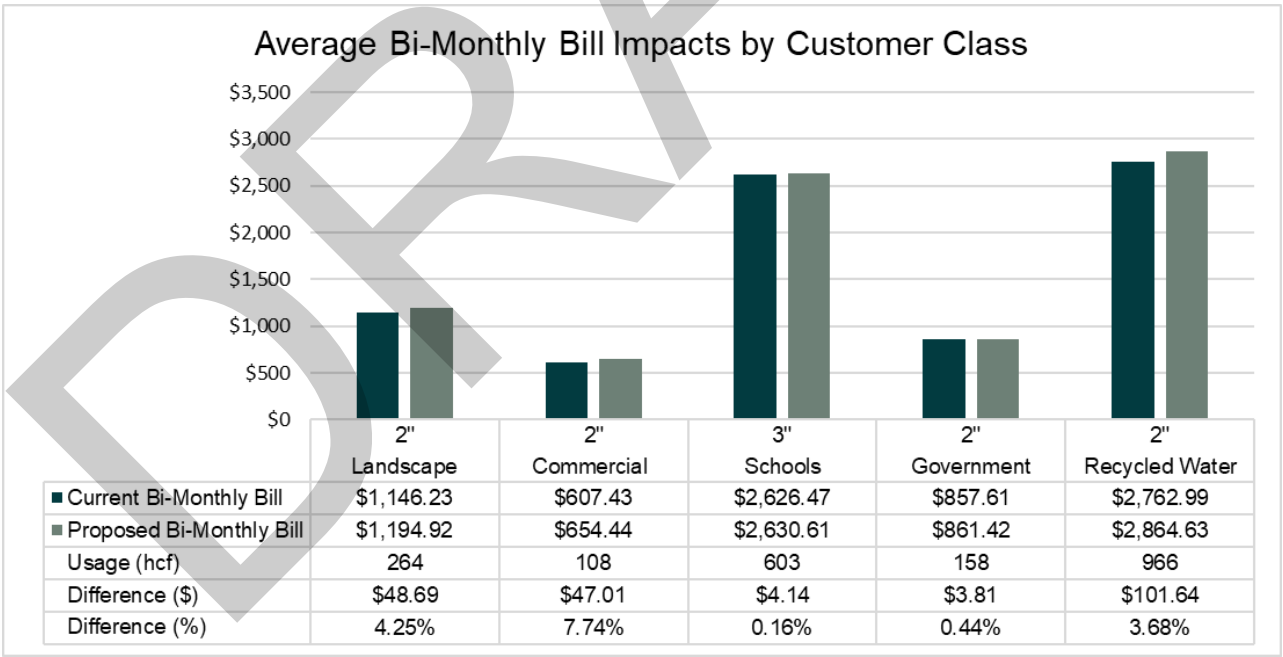
Figure 1-5: Multi-Family Residential Bi-Monthly Bill Impacts, FY 2026



	Very Low Use	Low Use	Median Use	Average Use	High Use	Very High Use
Current	$119.52	$151.09	$208.49	$182.66	$277.37	$372.08
Proposed	$127.02	$161.89	$225.29	$196.76	$301.37	$405.98
Usage (hcf)	18	29	49	40	73	106
Difference ($)	$7.50	$10.80	$16.80	$14.10	$24.00	$33.90
Difference (%)	6.3%	7.1%	8.1%	7.7%	8.7%	9.1%

Figure 1-6 shows a comparison of average non-residential customer bills for each customer class under the proposed FY 2026 rates and current FY 2026 rates.

Figure 1-6: Non-Residential Bi-Monthly Bill Impacts, FY 2026



	2" Landscape	2" Commercial	3" Schools	2" Government	2" Recycled Water
Current Bi-Monthly Bill	$1,146.23	$607.43	$2,626.47	$857.61	$2,762.99
Proposed Bi-Monthly Bill	$1,194.92	$654.44	$2,630.61	$861.42	$2,864.63
Usage (hcf)	264	108	603	158	966
Difference ($)	$48.69	$47.01	$4.14	$3.81	$101.64
Difference (%)	4.25%	7.74%	0.16%	0.44%	3.68%

1.5. Proposed Wastewater Financial Plan

Raftelis modeled a status quo financial plan to evaluate whether current wastewater rates can adequately fund the City's collection system expenses over the study period (FY 2026 – FY 2034). Using City-provided revenues, operating and maintenance expenses, debt service, and capital expenditures, Raftelis determined that, with no rate increases over the study period, the City will fail to meet its reserve targets in FY 2033 and

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fully deplete its reserves by FY 2034. Under current rates, the City cannot fully fund its operating expenses, underscoring the need for revenue adjustments now to mitigate larger adjustments in the future and to ensure long-term sustainability for the wastewater enterprise.

Table 1-5 shows the proposed revenue adjustments for the wastewater enterprise.

Table 1-5: Proposed Wastewater Revenue Adjustments

Effective Date	Adjustment
July 1, 2026	4.0%
January 1, 2027	4.0%
January 1, 2028	4.0%
January 1, 2029	4.0%
January 1, 2030	4.0%

Figure 1-7 shows the proposed five-year wastewater enterprise financial plan graphically. Status quo revenue is shown by the solid line. Projected revenue is shown by the dashed line. Annual expenditures are shown by the columns. The green bars below the X-axis show reserves are drawn down year to year to fund capital costs. Revenue from current rates is not enough to cover annual operating and maintenance costs and capital expenditures. Therefore, revenue adjustments are required to generate sufficient revenue to cover these costs over the study period.

Figure 1-7: Proposed Wastewater Financial Plan

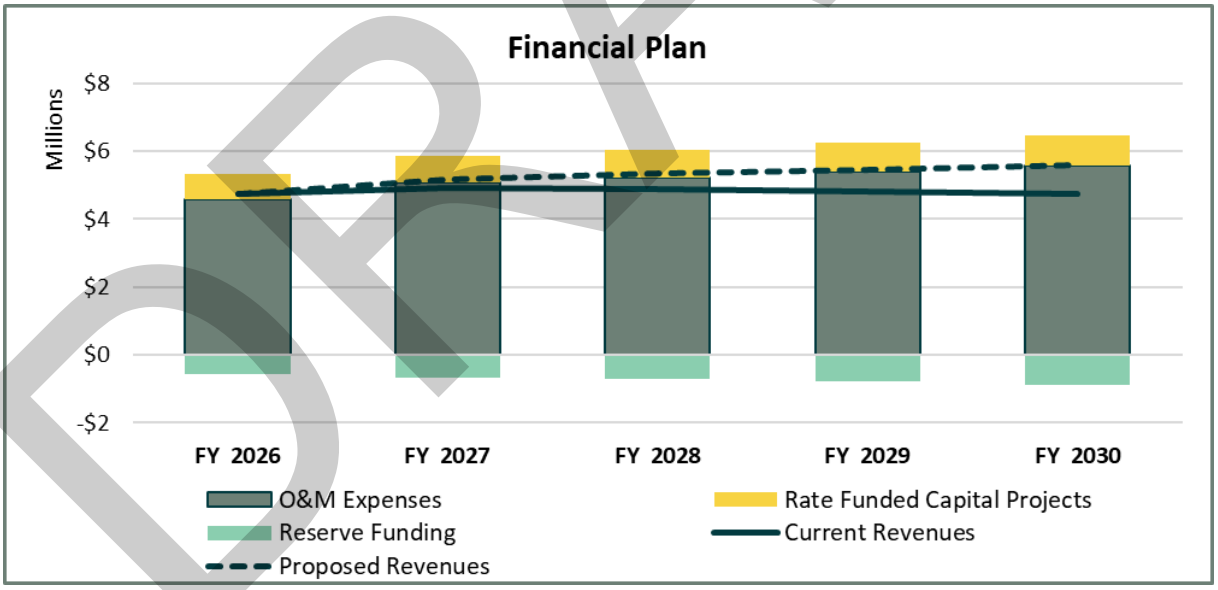


Figure 1-8 shows projected ending fund balances over the study period relative to the City's reserve targets. Maximum and minimum targets are shown. The minimum targets are met in all years, and the maximum target is met in all years except for FY 2032 – FY 2034, as reserves are drawn down to pay for necessary capital improvement projects. While the reserves exceed the maximum targets, it is still necessary to have small rate increases to ensure that the rate revenue will cover the operating expenses.

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Figure 1-8: Projected Wastewater Fund Ending Balance

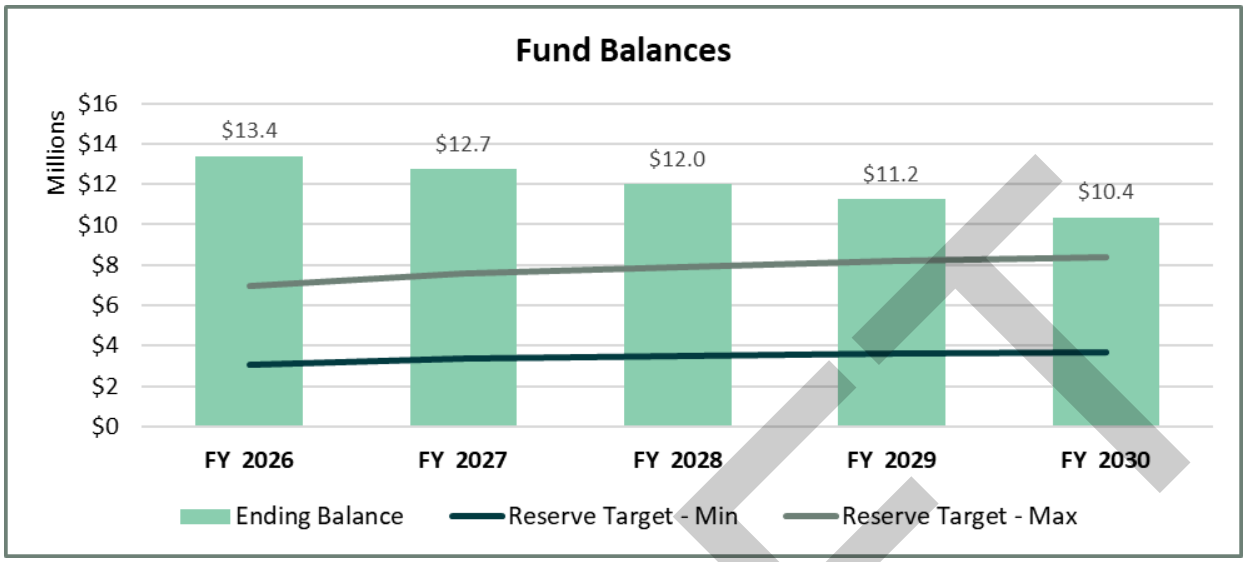
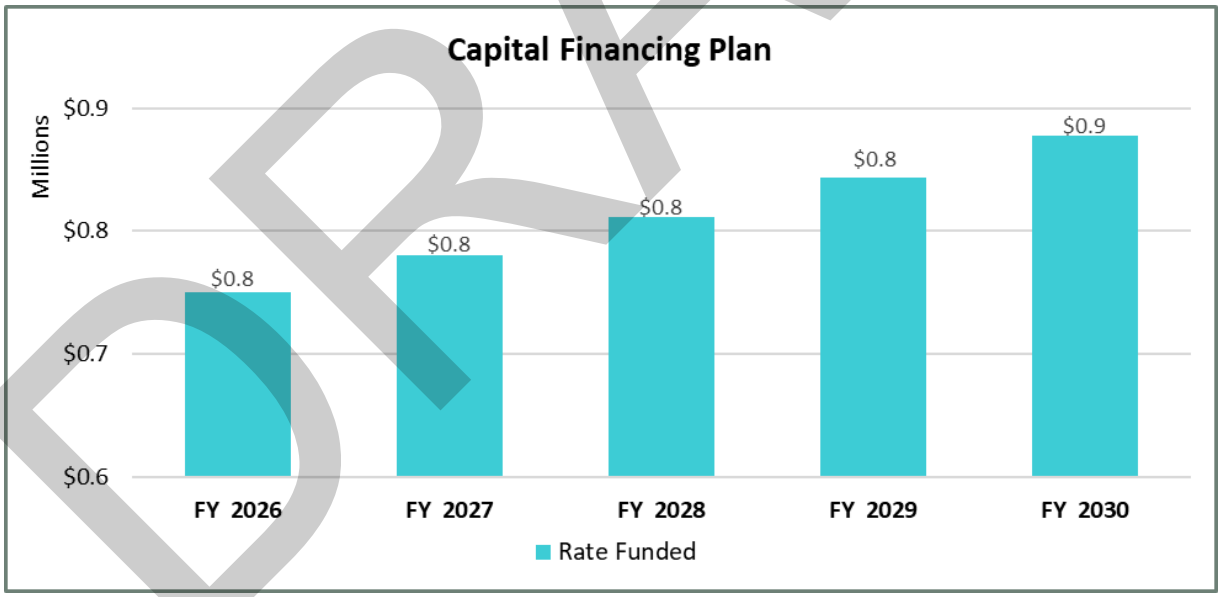


Figure 1-9 shows the proposed capital financing plan over the rate-setting period for the wastewater utility. The proposed financial plan assumes that all capital projects will be funded through rate revenue, with no plans to issue debt.

Figure 1-9: Wastewater Capital Financing Plan



1.6. Proposed Wastewater Rates

Table 1-6 shows the proposed five-year schedule of wastewater rates. Rates for FY 2026 reflect the cost-of-service analysis. Rates for all future years are equal to the prior year rates multiplied by the revenue adjustment. All numbers are rounded up to the nearest cent to ensure adequate revenue recovery. This rate study only proposes changes to the City Local Sewer Services Charge. San Antonio Heights customers are charged a rate 1.5 times the EDU rate based on an agreement between the City and San Antonio Heights. IEUA also imposes a per-EDU wastewater charge on the City, which the City passes through directly to its customers. The table below shows the City's rate for FY 27 through FY 2030 and IEUA rates for the current

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fiscal year and FY 27. Subsequent year IEUA rates will be passed through to customers when IEUA updates them. The IEUA FY 2027 charge is effective July 1, 2026. Any increases in IEUA treatment costs will be passed through to customers in July each year as shown below.

Table 1-6: Proposed Five-Year Wastewater Rate Schedule

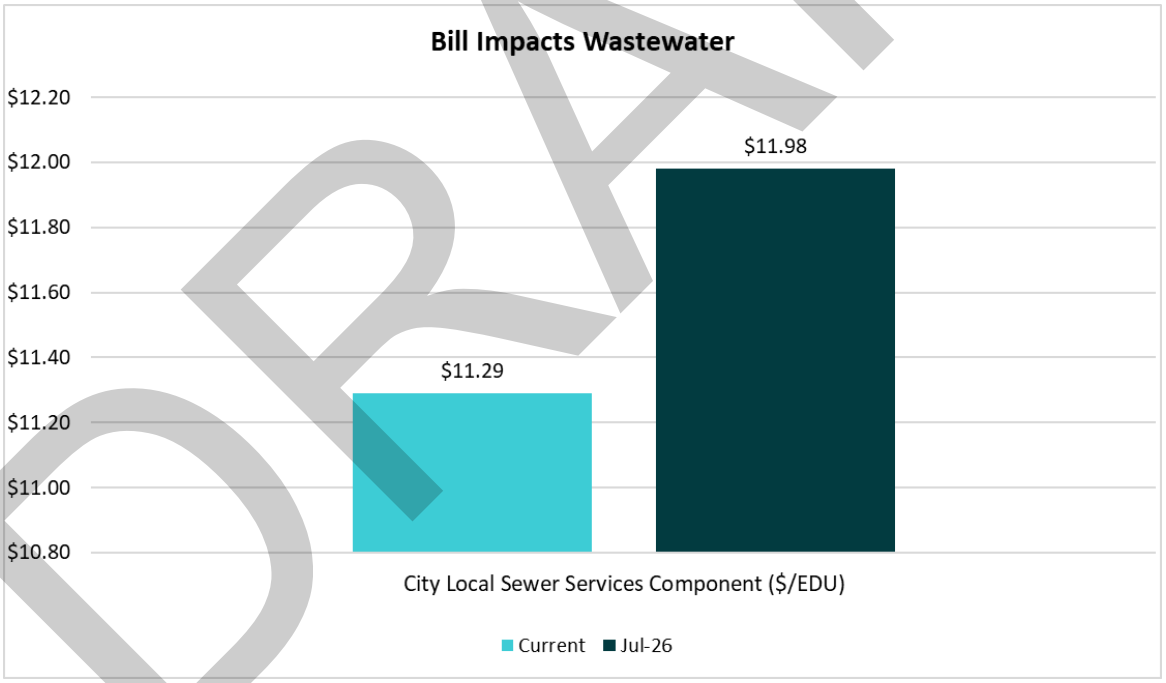
$/EDU Wastewater Charge	Current	FY 2027	FY 2027	FY 2028	FY 2029	FY 2030
Effective Date		July 1, 2026	January 1, 2027	January 1, 2028	January 1, 2029	January 1, 2030
Revenue Adjustment		4.0%	4.0%	4.0%	4.0%	4.0%
City Local Sewer Services Charges	$11.29	$11.98	$12.46	$12.96	$13.48	$14.02
Effective Date		July 1, 2026	January 1, 2027	July 1, 2027	July 1, 2028	July 1, 2029
IEUA Sewer Treatment Component (Pass-Through Rate)*	$25.78	$29.45	$29.45	Pass-through	Pass-through	Pass-through

** The City currently collects $25.78 per EDU for IEUA wastewater treatment services, although IEUA's current rate is $27.02 per EDU.*

It should be noted that the current EDU for multi-family customers is 0.7 per dwelling unit. Based on the actual housing density (number of people per household), the EDU for multi-family will be 0.89 EDU.

Figure 1-10 shows a bill comparison for current and FY 2027 proposed rates, effective July 1, 2026, for a wastewater EDU.

Figure 1-10: Wastewater EDU Bill Impact



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2. Rate Setting Methodology

This study was conducted using industry-standard principles outlined by the American Water Works Association (AWWA) in the publication, Manual of Water Supply Practice M1, Principles of Water Rates, Fees, and Charges and in the Water Environment Federation (WEF) publication, Manual of Practice No. 27, Financing and Charges for Wastewater Systems. The process and approach Raftelis utilized in the study to determine water and wastewater rates is informed of the legal requirements in California (namely, Proposition 218). Additionally, Raftelis considered City's policy objectives and the current water and wastewater systems and rates insofar as such considerations are consistent with Proposition 218. The resulting financial plans, cost of service analyses, and rate design process follow five key steps, outlined below, to determine proposed rates that fulfill the City's objectives, meet industry standards, and align with relevant regulations.

1. **Financial Plan - Projections:** The first step is to develop a multi-year financial plan that projects the City's revenues, expenses, capital project financing, annual debt service, and reserve funding. The financial plan is used to determine the revenue adjustment, which allows the City to recover adequate revenues to fund expenses and reserves.

2. **Financial Plan - Revenue Requirement Determination:** After completing the financial plan, the rate-making process begins by determining the revenue requirement for the test year, also known as the rate-setting year. The test year for this study is FY 2026. The revenue requirement should sufficiently fund the City's operating costs, annual debt service (including coverage requirements), capital expenditures, and reserve funding as projected based on the annual budget estimates.

3. **Cost-of-Service Analysis:** The annual cost of providing water/wastewater service, or the revenue requirement, is then distributed to customer classes commensurate with their use of and burden on the water/wastewater system. A cost-of-service analysis involves the following steps:
    a. Functionalize costs—The different components of the revenue requirement are categorized into functions such as supply, transmission/collection, storage, customer service for water, and collection and customer service for wastewater.
    b. Allocate to cost causation components – the functionalized costs are then allocated to cost causation components such as supply, base delivery, peaking, etc. for water and collection, and customer service for wastewater.
    c. Develop unit costs – unit costs for each cost causation component are determined using units of service, such as total use, peaking units, equivalent meters, number of customers, etc., for each component.
    d. Distribute cost components – the cost components are allocated to each customer class using the unit costs in proportion to their units of service (demand and burden on the system).

    A water cost-of-service analysis also considers both the average water demand and peak demand. Peaking costs are incurred during periods of peak consumption, most often coinciding with summer water use. There are additional capacity-related costs associated with designing, constructing, operating, maintaining, and replacing facilities to meet peak demand. Peaking imposes additional costs on a water utility and is used to determine the cost burden from peaking-related facilities.

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4. **Rate Design**: After allocating the revenue requirement to each customer class, the project team designs and calculates rates. Rates do more than simply recover costs; within the legal framework and industry standards, properly designed rates should support the City's policy objectives. Rates also act as a public information tool in communicating these policy objectives to customers. This process also includes a rate impact analysis and sample customer bill impacts.

5. **Administrative Record Preparation and Rate Adoption:** The final step in a rate study is to develop the administrative record (report) in conjunction with the rate adoption process. This report serves as the administrative record for this study. The administrative record documents the study results and presents the methodologies, rationale, justifications, and calculations used to determine the proposed rates. A thorough and methodological administrative record serves two important functions: maintaining defensibility in a stringent legal environment and communicating the rationale for revenue adjustments and proposed rates to customers and key stakeholders.

Values shown in report tables and figures are rounded to the digit shown. Therefore, any manual reproduction of the calculations shown may not match the precise results displayed in the report.

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3. Key Inputs and Assumptions

The key assumptions outlined in this section of the report represent the global assumptions utilized in the Study to project the number of customer accounts, revenues, and expenses for future years. City staff provided data on customer accounts, usage, and actual revenues and expenses for FY 2024 – FY 2025 and budgeted revenues and expenses for FY 2026. The remaining years of the study were projected based on this information and the key assumptions shown in this section.

3.1. Current Water Rates

Table 3-1 shows the current water rate schedule. Water customers are currently charged a bi-monthly fixed charge and a commodity rate per hundred cubic feet (hcf) of water delivered. Fixed service charges vary based on meter size. Commodity rates vary by customer class. Single-family residential customers are charged based on a tiered rate structure, and all other classes have a uniform rate. Recycled water customers are charged the same fixed charge by meter size as potable water customers but have a class-specific uniform volumetric rate.

Table 3-1: Current Water Rate Structure

Bi-Monthly Fixed Charge	
Meter Size	$/bi-mo
5/8"	$65.26
3/4"	$82.68
1"	$117.52
1 1/2"	$204.72
2"	$309.35
3"	$588.33
4"	$902.15
6"	$1,773.93
8"	$2,820.12
Commodity Charge ($/hcf)	
Customer Class	
Single Family	
Tier 1	$2.33
Tier 2	$3.08
Tier 3	$3.68
Multi Family	$2.87
Landscape	$3.17
Commercial	$2.76
Schools	$3.38
Government	$3.47
Recycled Water	$2.54

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3.2. Current Wastewater Rates

Table 3-2 shows the current wastewater rate schedule implemented in November 2024. All customer accounts are charged a fixed charge per EDU.

Table 3-2: Current Wastewater Rate Structure

Service Charges (Monthly $/EDU)	
City Local Sewer Services Charges	$11.29
IEUA Sewer Treatment Component (Pass-Through Rate)*	$25.78

** The City currently collects $25.78 per EDU for IEUA wastewater treatment services, although IEUA's adopted rate is $27.02 per EDU.*

3.3. Projected Service Connections

3.3.1. Water Connections

Table 3-3 shows the actual number of potable water accounts by meter size for FY 2025 and the projected number of accounts through the study period. Raftelis is assuming zero growth in customer accounts over the study period, as shown in the table. The zero growth in customer accounts is based on recent trends in the City, and future expectations provided by City staff. The number of accounts shown is used to forecast the amount of fixed revenue the City will receive from the bi-monthly service charge.

Table 3-3: Projected Number of Water Meters

Meter Size	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
5/8"	15,197	15,197	15,197	15,197	15,197	15,197
3/4"	810	810	810	810	810	810
1"	2,475	2,475	2,475	2,475	2,475	2,475
1 1/2"	545	545	545	545	545	545
2"	792	792	792	792	792	792
3"	65	65	65	65	65	65
4"	44	44	44	44	44	44
6"	10	10	10	10	10	10
8"	2	2	2	2	2	2
Total	**19,940**	**19,940**	**19,940**	**19,940**	**19,940**	**19,940**

3.3.2. Wastewater EDU's

Table 3-4 shows the current and projected wastewater dwelling units. The City provided Raftelis with the number of dwelling units for FY 2025. Raftelis is assuming no growth throughout the study period as shown below. The zero growth is based on recent trends and future expectations provided by City staff. The increase in EDUs in FY 2027 results from redefining the multi-family (MFR) EDU based on the residential density per household, which causes the MFR EDU to increase from 0.7 to 0.89.

Table 3-4: Projected Wastewater Dwelling Units

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Number of EDUs	29,931	32,321	32,321	32,321	32,321

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3.4. Water Use Assumptions

Water use has a significant impact on the water utility both in terms of costs and revenues. It is therefore important to use a normal year to project water use with the understanding that rate revenues will change depending on wet or dry years and the resulting revenue fluctuations will be accommodated by the rate stabilization reserve. The water use assumptions project actual FY 2025 water use, which was a normal year, and assume customer classes will continue to use water similarly. As shown in Table 3-5, there is no increased water demand in the study period.

Table 3-5: Water Use Assumptions

Customer Class	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Single Family	**3,786,229**	**3,786,229**	**3,786,229**	**3,786,229**	**3,786,229**	**3,786,229**
Tier 1	1,768,123	1,768,123	1,768,123	1,768,123	1,768,123	1,768,123
Tier 2	1,278,101	1,278,101	1,278,101	1,278,101	1,278,101	1,278,101
Tier 3	740,005	740,005	740,005	740,005	740,005	740,005
Multi Family	1,201,826	1,201,826	1,201,826	1,201,826	1,201,826	1,201,826
Landscape	1,101,882	1,101,882	1,101,882	1,101,882	1,101,882	1,101,882
Commercial	784,815	784,815	784,815	784,815	784,815	784,815
School	112,615	112,615	112,615	112,615	112,615	112,615
Government	120,755	120,755	120,755	120,755	120,755	120,755
Condominiums	102,339	102,339	102,339	102,339	102,339	102,339
Total Potable Usage (hcf)	**7,210,461**	**7,210,461**	**7,210,461**	**7,210,461**	**7,210,461**	**7,210,461**
Recycled Water Usage (hcf)	**267,548**	**267,548**	**267,548**	**267,548**	**267,548**	**267,548**

3.5. Water and Wastewater Financial Plan Assumptions

Table 3-6 shows the expense inflation factors which are used to project future operating and capital project expenses for the study period. These factors were determined with input from City staff based on historical and projected cost increases, and reference industry standard escalations under current market conditions. The inflation factors shown were applied in each year of the study period to project expenses in FY 2027 and beyond.

Table 3-6: Expense Inflation Factors

	FY 2027	FY 2028	FY 2029	FY 2030
General	3.0%	3.0%	3.0%	3.0%
Personnel	3.5%	3.5%	3.5%	3.5%
Benefits	5.0%	5.0%	5.0%	5.0%
Capital	4.0%	4.0%	4.0%	4.0%
Power	7.0%	7.0%	7.0%	7.0%

Table 3-7 shows inflation factors for water purchase rates, which are used to project rates for wholesale water costs in Table 4-4 and Table 4-5, when future rates were not available. All inflation projections are based on historical rate increases from the different agencies where the data was available, with the exception of WFA rates. The inflation factors shown for WFA are based on projected rate increases for Metropolitan MWD. WECWC, Six Basin, and Chino Basin are being inflated by a general inflation factor of 7% based on historical industry standard escalations.

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Table 3-7: Water Purchase Inflation Factors

Inflation Factor	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
WFA ($/AF) Inflation	7.9%	18.4%	11.9%	4.4%	6.1%
WFA RTS Inflation	3.9%	4.8%	25.4%	12.6%	5.0%
WFA Capacity Charge	11.5%	4.1%	32.5%	18.0%	14.0%
SAWCo Water Availability Inflation	Provided	Provided	Provided	Provided	Provided
SAWCO ($/AF) Inflation	Provided	Provided	Provided	Provided	Provided
General Inflation for Water	7.0%	7.0%	7.0%	7.0%	7.0%
IEUA Recycled Direct Use	Provided	Provided	9.0%	9.0%	9.0%
IEUA Ground Water Recharge	Provided	Provided	5.0%	5.0%	5.0%
IEUA MEU	Provided	Provided	3.0%	3.0%	3.0%
IEUA Recycled Fixed Charge	Provided	3.0%	3.0%	3.0%	3.0%

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4. Water Financial Plan

This section of the report details the water enterprise's long-term financial plan, based on the projected revenues, operating and maintenance (O&M) expenses, debt service, and capital project costs. Raftelis modeled the financial plan without revenue adjustments (status quo) and with proposed revenue adjustments to ensure the financial sustainability and solvency of the water utility. The results of the water financial plan are the proposed rates for five years based on the proposed revenue adjustments.

4.1. Current Revenue

The City's revenues consist of rate revenues, interest earnings, and other miscellaneous revenues. The rate revenue projections assume current rates are effective for each year of the study period. The rate revenue projections shown are assuming a June 1, 2026, effective date, with each year following being implemented on January 1.

4.1.1. Calculated Water Rate Revenues

Raftelis projected water rate revenues from fixed service charges and commodity charges for FY 2026 – FY 2030 based on current FY 2026 water rates, the projected number of water meters, and projected annual water use.

The City collects fixed bi-monthly service charges from customers based on meter size. Table 4-1 shows projected fixed service charge revenues under current rates over the study period. These revenues are calculated by multiplying the current water rates in Table 3-1 by the corresponding number of water meters in Table 3-3. This is then multiplied by 6 (number of bills per year) to arrive at the total.

Table 4-1: Projected Fixed Charge Revenues Under Current Rates

Meter Size	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
5/8"	$5,950,537	$5,950,537	$5,950,537	$5,950,537	$5,950,537
3/4"	$401,825	$401,825	$401,825	$401,825	$401,825
1"	$1,745,172	$1,745,172	$1,745,172	$1,745,172	$1,745,172
1 1/2"	$669,434	$669,434	$669,434	$669,434	$669,434
2"	$1,470,031	$1,470,031	$1,470,031	$1,470,031	$1,470,031
3"	$229,449	$229,449	$229,449	$229,449	$229,449
4"	$238,168	$238,168	$238,168	$238,168	$238,168
6"	$106,436	$106,436	$106,436	$106,436	$106,436
8"	$33,841	$33,841	$33,841	$33,841	$33,841
Total	**$10,844,893**	**$10,844,893**	**$10,844,893**	**$10,844,893**	**$10,844,893**

Table 4-2 shows projected volumetric revenues under current rates for the study period. Volumetric revenues are calculated by customer class based on current FY 26 water rates and projected water use (Table 3-5).

Annual Volume Charge Revenue = [FY 2026 rate per hcf] × [Annual Water Use in hcf

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Table 4-2: Projected Commodity Revenue Under Current Rates

Customer Class	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Single Family	$10,779,496	$10,779,496	$10,779,496	$10,779,496	$10,779,496
Multi Family	$3,449,241	$3,449,241	$3,449,241	$3,449,241	$3,449,241
Landscape	$3,492,966	$3,492,966	$3,492,966	$3,492,966	$3,492,966
Commercial	$2,166,089	$2,166,089	$2,166,089	$2,166,089	$2,166,089
School	$380,639	$380,639	$380,639	$380,639	$380,639
Government	$419,020	$419,020	$419,020	$419,020	$419,020
Condominiums	$293,713	$293,713	$293,713	$293,713	$293,713
Total Commodity Revenue	**$20,981,163**	**$20,981,163**	**$20,981,163**	**$20,981,163**	**$20,981,163**
Recycled Water Commodity Revenue	**$679,572**	**$679,572**	**$679,572**	**$679,572**	**$679,572**

4.1.2. Other Revenues

Table 4-3 shows all other revenues for the water enterprise. FY 2026 revenues are based on the City provided budget, except for interest income. Values for all other years shown were projected. Interest revenue reflects a status quo scenario where no revenue adjustments are being added. All other miscellaneous revenues are non-inflated.

Table 4-3: Projected Other Water Enterprise Revenues (Status Quo)

Miscellaneous Revenues	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Other Operating Income	$113,200	$113,200	$113,200	$113,200	$113,200
Other Non-Operating Income	$489,600	$489,600	$489,600	$489,600	$489,600
Interest Income	$1,526,465	$1,507,963	$1,320,477	$687,602	$452,405
Total	**$2,129,265**	**$2,110,763**	**$1,923,277**	**$1,290,402**	**$1,055,205**

4.2. Annual Expenses

The City's expenses include water supply purchases, operations and maintenance expenses, capital expenses, and debt service. These costs are discussed in more detail below.

4.2.1. Total Operations and Maintenance Budget

4.2.1.1. Water Purchase Cost

The City obtains water from multiple sources, including Imported Water through the Water Facilities Authority (WFA), which receives water through the Metropolitan Water District (MWD). Groundwater from West End Consolidated Water Company (WECWC), San Antonio Water Company (SAWCo), Six Basin Water Master, and Chino Basin Water Master. The City also purchases recycled water from the IEUA for direct use and to recharge in Chino Basin.

Table 4-4 shows the projected unit costs for the water supply in Lines 28-50. The purchased water costs are calculated for each water source as shown below. If future year water purchase rates were not available, the current rate is inflated by the respective inflation factors shown in Table 3-7. These inflation factors are based on historical rate increases for the different water sources. The exception to this is that WFA rates are being inflated by the projected rate increases from MWD. If historical rate increases by agency were not available, a 7% inflation factor based on historical industry rate increases was applied to the rates.

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Six Basin – Line 29 is calculated by multiplying the Six Basin supply in AF shown in Line 1 by the cost per AF in Line 11.
Chino Basin – Line 32 is calculated by multiplying Line 2 by Line 13. Line 33 is calculated multiplying Line 8 by Line 13.
WFA – Line 36 is calculated by multiplying Line 3 by Line 16. Line 37 is equal to Line 17. This charge is already annualized, so there is no calculation. Line 38 is calculated by multiplying the Monthly Readiness to serve charge in Line 18 by 12 (months). Line 39 is a provided value from WFA through FY 2029; FY 2030 is the average of the previous 5 years.
SAWCo – Line 42 is calculated by multiplying Line 4 by Line 20. Line 43 is calculated by multiplying the Monthly Readiness to Serve charge in Line 21 by 12 (months). Line 44 is calculated by multiplying the Monthly Water Available charge in Line 22 by 12 (months).
WECWC – Line 47 is calculated by multiplying Line 5 by Line 24. Line 48 is calculated by multiplying Line 25 by the number of shares (3,308).
IEUA – Line 50 is equal to Line 26. This total value was provided for FY 2025. It was calculated by multiplying the total number of MEUs (35,686) by 12 (months) by the rate ($1.14). The rate per MEU was provided by City staff for FY 2026 ($1.17) and FY 2027 ($1.20). This same calculation was done for these years, assuming the same number of MEUs. For subsequent years, the costs were inflated by 3%, based on historical IEUA MEU charge increases.

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Table 4-4: Summary of Projected Potable Purchased Water Cost Expenses

Line	Potable Water Purchases	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
1	Six Basin	831	831	831	831	831
2	Chino Basin	1,641	1,641	1,641	1,641	1,641
3	WFA	3,858	3,858	3,858	3,858	3,858
4	SAWCo	8,815	8,815	8,815	8,815	8,815
5	WECWC	2,400	2,400	2,400	2,400	2,400
6	**Total Supply (AF)**	**17,545**	**17,545**	**17,545**	**17,545**	**17,545**
7						
8	**Groundwater Recharge (AF)**	**1,426**	**1,426**	**1,426**	**1,426**	**1,426**
9						
10	**Supply Costs**					
11	Six Basin ($/AF)	$32	$34	$37	$39	$42
12	Chino Basin					
13	Chino Basin ($/AF)	$125	$134	$143	$153	$164
14	Recycled Water AF Recharge Charge Total	$715	$769	$829	$895	$966
15	WFA					
16	MWD - Water Facilities Authority WFA ($/AF)	$1,069	$1,266	$1,417	$1,479	$1,569
17	Capacity Charge Obligation (Annualized)	$156,351	$162,821	$215,656	$254,474	$290,058
18	Readiness to Service Charges Monthly	$42,922	$44,977	$56,393	$63,470	$66,667
19	SAWCo					
20	SAWCO ($/AF)	$257	$270	$283	$296	$309
21	SAWCO RTS Monthly Charge	$29,810	$31,226	$32,709	$34,263	$35,891
22	SAWCO Water Available Monthly	$36,396	$38,090	$39,914	$41,825	$43,823
23	WECWC					
24	WECWC ($/AF)	$52	$56	$60	$64	$69
25	Rate per Share	$161	$172	$184	$197	$210
26	IEUA MEU Charge Total Charge	$501,031	$513,878	$529,295	$545,174	$561,529
27						
28	**Calculated Water Purchase Costs**					
29	Six Basin AF Charge Total	$26,671	$28,538	$30,536	$32,673	$34,960
30						
31	Chino Basin					
32	Chino Basin AF Charge Total	$205,565	$219,955	$235,352	$251,827	$269,454
33	Recycled Water AF Recharge Charge Total	$1,019,101	$1,095,999	$1,182,303	$1,275,758	$1,376,976
34						
35	WFA					
36	MWD - Water Facilities Authority (WFA) AF Charge Total	$4,124,498	$4,883,171	$5,465,799	$5,704,718	$6,052,617
37	Capacity Charge Obligation (Annualized)	$156,351	$162,821	$215,656	$254,474	$290,058
38	Readiness to Service Charge (Annualized)	$515,069	$539,727	$676,713	$761,645	$800,001
39	Capital Charge	$1,055,404	$212,400	$378,000	$378,000	$435,717
40						
41	SAWCo					
42	SAWCO AF Charge Total	$2,265,475	$2,380,669	$2,495,862	$2,611,056	$2,726,250
43	SAWCO RTS Monthly Charge (Annualized)	$357,722	$374,713	$392,512	$411,157	$430,687
44	SAWCO Water Available Charge (Annualized)	$436,757	$457,084	$478,974	$501,906	$525,881
45						
46	WECWC					
47	WECWC AF Charge Total	$125,823	$134,630	$144,054	$154,138	$164,928
48	WECWC Charge from Shares Total (3,308 shares)	$530,934	$568,099	$607,866	$650,417	$695,946
49						
50	IEUA MEU Charge Total Charge	$501,031	$513,878	$529,295	$545,174	$561,529
51						
52	**Total Potable Production Costs**	**$11,320,402**	**$11,571,684**	**$12,832,922**	**$13,532,942**	**$14,365,004**

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Table 4-5 shows the projected recycled purchased water costs. Line 6 is calculated by multiplying the amount of recycled water (Line 1) by the rate shown in Line 3. Line 7 is calculated by multiplying the monthly fixed charge in Line 4 by 12. The sum of Lines 6 and 7 results in the total recycled purchase costs shown in Line 8 of Table 4-5

Table 4-5: Summary of Projected Recycled Purchased Water Cost Expenses

Line		FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
1	Recycled Water, AF	660	660	660	660	660
2						
3	IEUA Recycled Water Direct Use ($/AF)	$507	$552	$602	$656	$715
4	Recycled Water Monthly Fixed Charge ($)	$26,626	$27,425	$28,247	$29,095	$29,968
5						
6	IEUA Recycled Water Direct Use ($/AF)	$334,299	$364,388	$397,183	$432,930	$471,893
7	Recycled Water Monthly Fixed Charge ($)	$319,509	$329,094	$338,967	$349,136	$359,610
8	**Total Recycled Purchase Costs**	**$653,808**	**$693,482**	**$736,150**	**$782,066**	**$831,503**

4.2.1.2. Operating and Maintenance Expenses

The City provided Raftelis with its actual expenses for FY 2025 and budget for FY 2026. Customer service costs from the Public Works and Finance department are shown separately to match the City's budget. The City also provided adjustments in future years to account for changes in staffing and reductions in anticipated operating and maintenance expenses. To project the City's O&M expenses, Raftelis used the escalation factors shown in Table 3-6. Table 4-6 shows a summary of the budgeted and projected O&M.

Table 4-6: Water Operations and Maintenance Expenses Projection

Potable Water O&M Expenses	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Administration	$4,755,502	$4,969,097	$5,126,325	$5,288,560	$5,455,962
Customer Service	$251,620	$290,336	$300,099	$310,191	$320,623
Meter Services	$1,304,653	$612,341	$662,896	$684,664	$707,150
Production and Storage	$3,216,797	$3,576,291	$2,613,559	$2,276,423	$1,810,409
Power	$1,804,100	$1,930,387	$2,065,514	$2,210,100	$2,364,807
Water Purchase Costs	$11,320,402	$11,571,684	$12,832,922	$13,532,942	$14,365,004
Transmission and Distribution	$3,855,524	$4,555,581	$4,709,450	$4,868,537	$5,033,020
WECWC Management Control	$355,569	$367,134	$379,077	$391,411	$404,149
Water Conservation	$379,130	$841,029	$792,074	$817,766	$892,360
Storm Water MGMT & Recharge	$725,553	$1,063,673	$1,097,724	$1,132,872	$1,169,152
PVPA	$4,275	$4,413	$4,555	$4,702	$4,853
Customer Service	$936,843	$966,665	$997,441	$1,029,204	$1,061,983
Total Potable Water O&M	**$28,909,967**	**$30,748,629**	**$31,581,637**	**$32,547,371**	**$33,589,474**

Recycled Water O&M Expenses	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Recycled Water Production	$653,808	$693,482	$736,150	$782,066	$831,503
Cross Connection	$52,860	$54,446	$56,079	$57,762	$59,494
Recycled Water Retrofit	$0	$0	$0	$0	$0
Capital Outlay	$0	$0	$0	$0	$0
Total Recycled Water Expenses	**$706,668**	**$747,928**	**$792,229**	**$839,827**	**$890,998**

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4.2.2. Capital Improvement Plan

Table 4-7 shows the City's water capital improvement plan for the rate-setting period. Previously issued bond funds are available to fund projects in the first couple of years. The average annual cost of CIP projects is roughly $8.7M.

Table 4-7: Projected Capital Improvement Projects

Funding Source	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Existing Bond Funded	$8,637,740	$3,595,909	$0	$0	$0
Rate Funded	$0	$4,404,091	$8,500,000	$9,000,000	$9,500,000
Total CIP	**$8,637,740**	**$8,000,000**	**$8,500,000**	**$9,000,000**	**$9,500,000**

4.2.3. Existing Debt Service

Table 4-8 shows the existing debt service. The City currently has a water revenue refunding bond series 2021, water revenue refunding bond series 2022, and a State Water Resources Control Board (SWRCB) loan.

Table 4-8: Existing Water Debt Service

Existing Debt	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Water Revenue Refunding Bond Series 2021					
Principal	$622,000	$633,000	$642,000	$651,000	$658,000
Interest	$84,480	$75,068	$65,505	$55,808	$25,741
Water Revenue Refunding Bond Series 2022					
Principal	$900,000	$915,000	$935,000	$955,000	$970,000
Interest	$244,032	$226,608	$208,848	$190,704	$172,224
SWRCB Loan - Water					
Principal	$424,277	$432,338	$440,553	$448,923	$475,170
Interest	$294,388	$286,327	$278,113	$269,742	$243,496
Total Existing Debt Service	**$2,569,177**	**$2,568,341**	**$2,570,019**	**$2,571,177**	**$2,544,631**

4.3. Reserve Targets

The City maintains multiple water enterprise reserve funds.

Operating Reserve – The Operating Reserve is used primarily to meet ongoing cash flow requirements. The City's minimum reserve target is set at 20% of O&M expenses. The maximum target is set at 40% of O&M expenses.

Capital Reserve – The Capital Reserve is used to cover capital costs and any unexpected and unplanned infrastructure repairs and replacements not included in the budget, as well as to set aside money for future capital projects. The minimum target is set at 100% of the five-year average of capital projects. The maximum target is set at 200% of the five-year average of capital projects.

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Debt Reserve – The Debt Reserve target is legally required for the City's SWRCB debt. The reserve level required is equal to the amount of the outstanding principal of the SWRCB debt.

Rate Stabilization Reserve – The Rate Stabilization Reserve is used to primarily to help reduce an annual revenue adjustment due to short-term spikes in costs or decreases in revenues from droughts. The City's minimum reserve target is set at 10% of rate revenue. The maximum target is set at 50% of the rate revenues.

4.4. Proposed Financial Plan and Revenue Adjustments

The proposed revenue adjustments shown in Table 4-9 are necessary to ensure adequate revenue to fund operating expenses, capital expenditures, and meet reserve targets. The first revenue adjustment is proposed to occur on June 1, 2026, with each following year being implemented on January 1. The proposed revenue adjustments would enable the City to meet operating costs, complete planned CIP projects, and meet all reserve targets throughout the study period.

Table 4-9: Proposed Water Revenue Adjustments

Effective Date	Adjustment
June 1, 2026	5.0%
January 1, 2027	5.0%
January 1, 2028	5.0%
January 1, 2029	5.0%
January 1, 2030	5.0%

Table 4-10 shows the projected water financial plan with the proposed revenue adjustments from FY 2026 through FY 2030. Line 1 shows the projected rate-revenue under current rates. Line 9 shows the total projected rate revenue, including the proposed revenue adjustments. Lines 11 through 13 show other revenue sources. The sum of all revenues is shown in Line 14. Lines 19 through 32 show O&M expenses by department. All O&M expenses except for purchased water reflect a 5% reduction from budgeted expenses based on historical utilization of budgets. The sum of O&M expenses is shown in Line 33. Lines 35 and 37 show debt service and rate-funded capital projects, respectively. The net cashflow (Line 39) is negative for all years except FY 2026, as the City draws down cash reserves to fund capital project costs and minimize rate impacts to customers.

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Table 4-10: Water Financial Plan

Line	Water Financial Plan			FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
1	Revenue Under Existing Rates			$31,882,156	$31,826,056	$31,826,056	$31,826,056	$31,826,056
2	Revenue Adjustments							
3		Adjustment	Mo. Effective					
4	FY 2026	5.0%	1	$132,842	$1,591,303	$1,591,303	$1,591,303	$1,591,303
5	FY 2027	5.0%	6		$835,434	$1,670,868	$1,670,868	$1,670,868
6	FY 2028	5.0%	6			$877,206	$1,754,411	$1,754,411
7	FY 2029	5.0%	6				$921,066	$1,842,132
8	FY 2030	5.0%	6					$967,119
9	**Total Rate Revenue**			**$32,014,999**	**$34,252,793**	**$35,965,433**	**$37,763,705**	**$39,651,890**
10	Other Revenue							
11	Other Operating Income			$113,200	$113,200	$113,200	$113,200	$113,200
12	Other Non-Operating Income			$489,600	$489,600	$489,600	$489,600	$489,600
13	Interest Income			$1,528,457	$1,548,409	$1,460,628	$884,610	$790,987
14	**Total Other Revenue**			**$2,131,257**	**$2,151,209**	**$2,063,428**	**$1,487,410**	**$1,393,787**
15								
16	**Total Revenue**			**$34,146,256**	**$36,404,002**	**$38,028,861**	**$39,251,114**	**$41,045,677**
17								
18	O&M Expenses							
19	Administration			$4,755,502	$4,969,097	$5,126,325	$5,288,560	$5,455,962
20	Customer Service			$251,620	$290,336	$300,099	$310,191	$320,623
21	Meter Services			$1,304,653	$612,341	$662,896	$684,664	$707,150
22	Damage to City Property			$0	$0	$0	$0	$0
23	Production and Storage			$3,216,797	$3,576,291	$2,613,559	$2,276,423	$1,810,409
24	Power			$1,804,100	$1,930,387	$2,065,514	$2,210,100	$2,364,807
25	Water Purchase Costs			$11,320,402	$11,571,684	$12,832,922	$13,532,942	$14,365,004
26	Transmission and Distribution			$3,855,524	$4,555,581	$4,709,450	$4,868,537	$5,033,020
27	WECWC Management Control			$355,569	$367,134	$379,077	$391,411	$404,149
28	Water Conservation			$379,130	$841,029	$792,074	$817,766	$892,360
29	Debt Service			$0	$0	$0	$0	$0
30	Storm Water MGMT & Recharge			$725,553	$1,063,673	$1,097,724	$1,132,872	$1,169,152
31	PVPA			$4,275	$4,413	$4,555	$4,702	$4,853
32	Customer Service			$936,843	$966,665	$997,441	$1,029,204	$1,061,983
33	**Total - O&M Expenses**			**$28,909,967**	**$30,748,629**	**$31,581,637**	**$32,547,371**	**$33,589,474**
34								
35	Debt Service			$2,569,177	$2,568,341	$2,570,019	$2,571,177	$2,544,631
36								
37	Rate Funded CIP			$0	$4,404,091	$8,500,000	$9,000,000	$9,500,000
38								
39	**Net Cashflow**			**$2,667,112**	**-$1,317,059**	**-$4,622,795**	**-$4,867,434**	**-$4,588,428**

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Figure 4-1 shows the proposed five-year water enterprise financial plan in graphical form. Status quo revenue is shown by the solid line. Projected revenue is shown by the dashed line. Annual expenditures are shown by the columns. The green bar above the X-axis shows the net cash used to build up the reserves and the green bars below the X-axis show reserves being spent to fund costs. Revenue from current rates is not enough to cover annual operating and maintenance costs or capital expenditures. Therefore, revenue adjustments are required to generate sufficient revenue to cover these costs over the study period.

Figure 4-1: Proposed Water Financial Plan

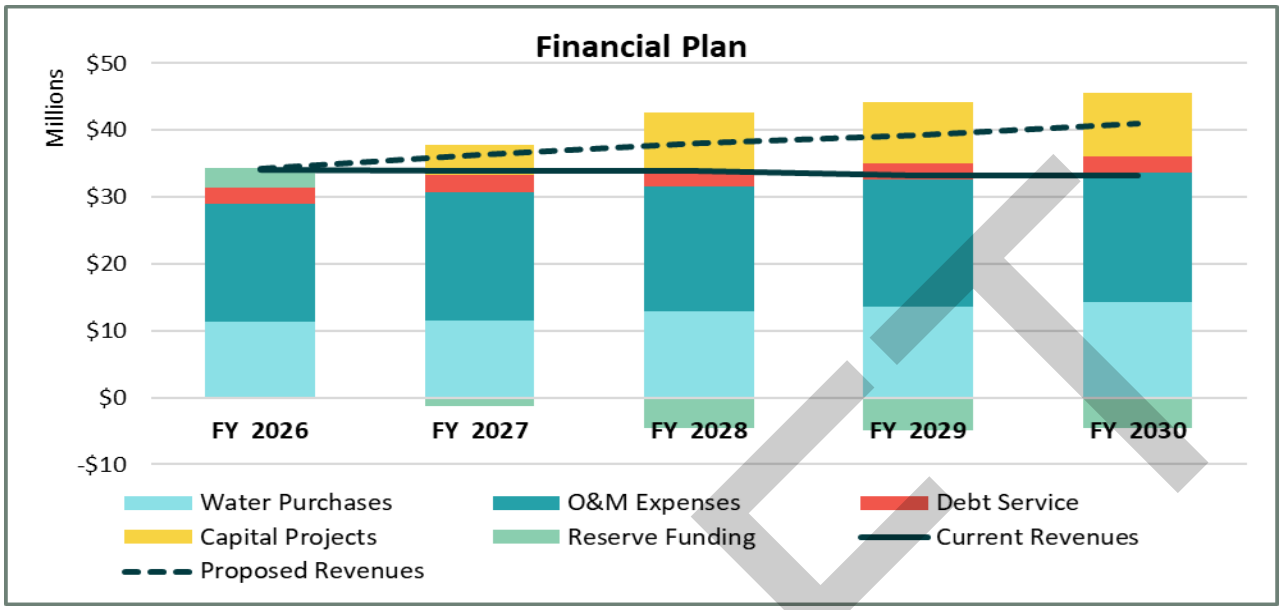


Figure 4-2 shows projected ending fund balances over the study period relative to the City's reserve targets. Maximum and minimum targets are shown. The minimum targets are met in all years of the rate-setting period.

Figure 4-2: Projected Water Ending Fund Balance

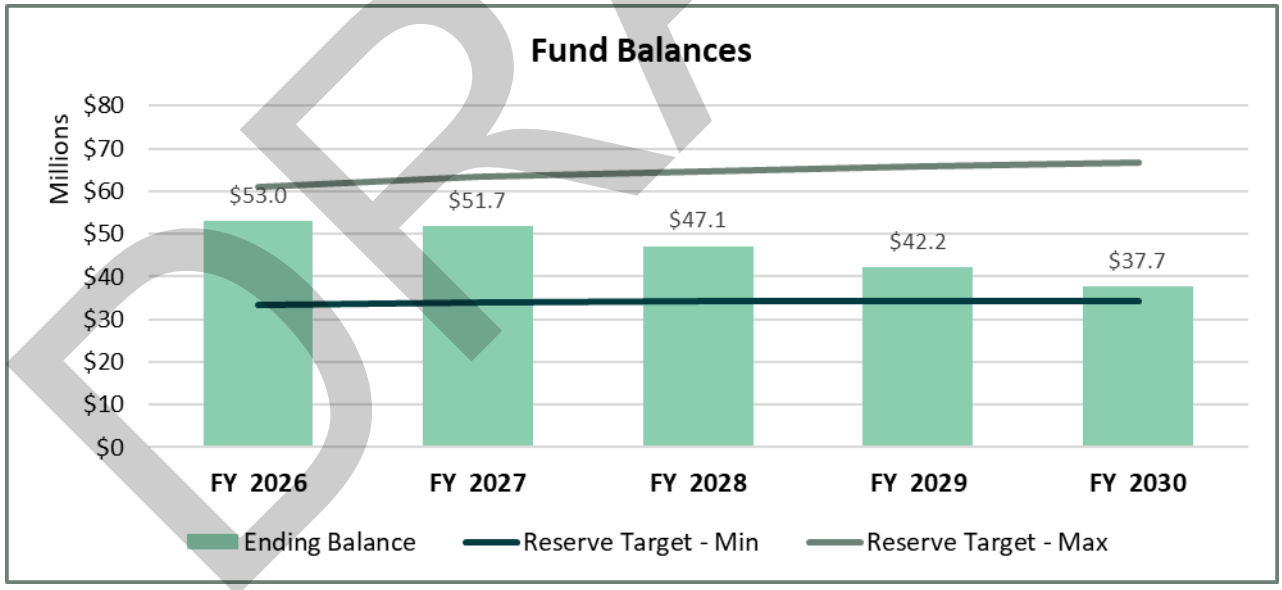
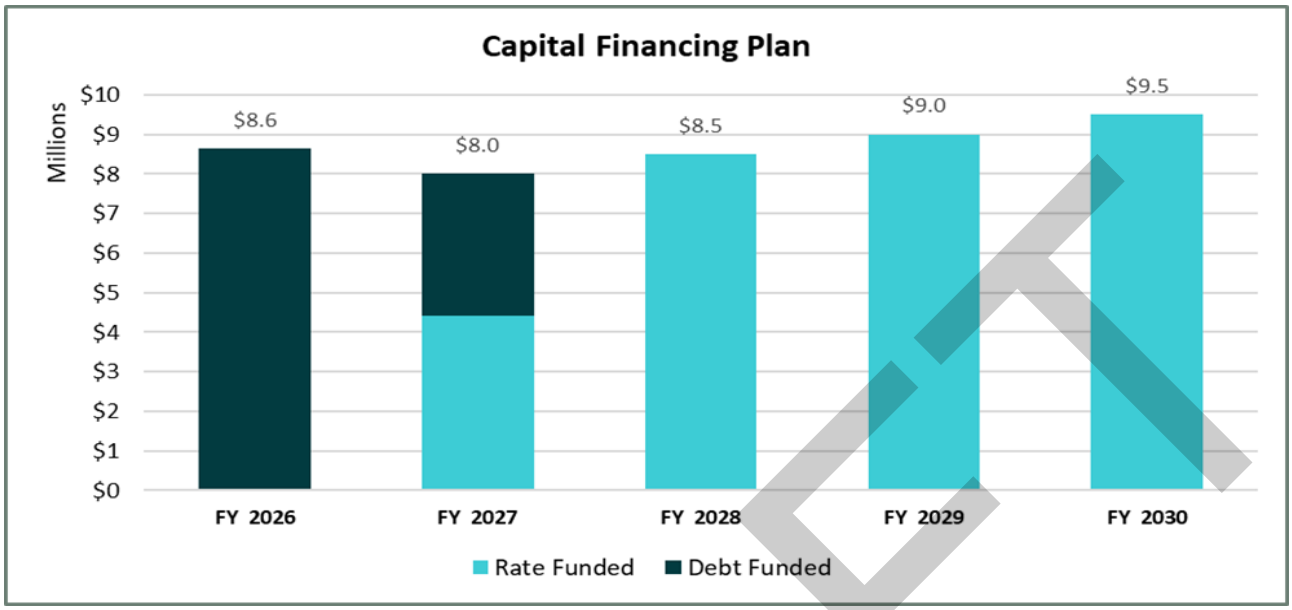


Figure 4-3 shows the proposed capital financing plan over the rate-setting period. The proposed financial plan assumes that capital projects will be funded through a combination of water rate revenues, cash reserves, and bond proceeds.

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Figure 4-3: Projected Water Capital Plan



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5. Water Cost-of-Service Analysis

This section of the report details the cost-of-service analysis and rate calculation process to determine the proposed water rates. The goal of this process is to determine the cost of providing water service to each of the City's water customer classes and to ensure equity and fairness among the various classes.

After determining a utility's revenue requirement, the next step in a cost-of-service analysis is to functionalize its O&M costs to the following functions:

- **Supply** – cost of pumping groundwater
- **Production** - the cost of operation and maintenance of wells
- **Pumping** – cost of pumping water through the system
- **Distribution** – cost associated with pipes, pumps, mains, etc.
- **Distribution Storage** – cost associated with storing treated water
- **Meter Maintenance** – costs associated with meter maintenance and replacement
- **Customer Service** – costs associated with meter reading, billing, and customer service
- **General and Administration (G&A)** – general and administrative costs incurred by the City

The functionalization of costs allows us to better allocate the costs to the cost causation components and calculate the bi-monthly service charges and commodity rates.

5.1. Revenue Requirement Determination

Table 5-1 shows the net revenue requirement from rates for FY 2026. The total revenue requirement shown in Line 18 is equal to operating expenses and capital-related expenses (cash-funded capital plus debt service). Revenue offsets, totaled in Line 11, comprise miscellaneous revenues and interest income and reduce the total revenue required from rates. The adjustment transfers out of reserves and reduces the revenue requirement. The mid-year increase on Line 15 reflects that the FY 2026 revenue adjustment occurs partway through the fiscal year and adds to the revenue requirement to annualize the rate revenue. The net revenue required from rates on Line 18 is equal to Line 5 minus Lines 11 and 16.

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Table 5-1: Revenue Requirement Determination, FY 2026

Line	Revenue Requirement - FY 2026	Operating	Capital	Total
1	Revenue Requirements			
2	O&M Expenses	$28,909,967	$0	$28,909,967
3	Debt Service	$0	$2,569,177	$2,569,177
4	Rate Funded CIP	$0	$0	$0
5	Total - Revenue Requirements	$28,909,967	$2,569,177	$31,479,144
6				
7	Revenue Offsets			
8	Other Operating Income	$113,200	$0	$113,200
9	Other Non-Operating Income	$489,600	$0	$489,600
10	Interest Income	$1,528,457	$0	$1,528,457
11	Total - Revenue Offsets	$2,131,257	$0	$2,131,257
12				
13	Less Adjustments			
14	Transfer from (to) Reserves	$0	-$2,667,112	-$2,667,112
15	Adjustment to Annualize Rate Increase	-$1,461,266	$0	-$1,461,266
16	Total - Less Adjustments	-$1,461,266	-$2,667,112	-$4,128,378
17				
18	**Total Revenue to be Recovered from Rates**	**$28,239,975**	**$5,236,289**	**$33,476,264**

5.2. Allocation of Functionalized Net Revenue Requirements to Cost Components

After functionalizing the net revenue requirements, the next step is to allocate the functionalized net revenue requirements to the following cost components.

- Supply– variable costs associated with providing water supplies for all customers
- Base–fixed costs associated with providing service under average demand conditions
- Peaking (Max Day and Peak Hour) – costs associated with meeting demand in excess of average use
- Customer Service– the costs associated with meter reading, billing, and customer service
- Equivalent Meters– costs associated with meter capacity, maintenance, and replacement
- Capital – capital-related costs

5.2.1. Peaking Factors

Water demand varies from parcel to parcel. Water systems have to be designed to meet the highest levels of demand placed on the system. Components of the water system are therefore oversized compared to the requirement for average demands. For example, reservoirs are designed to meet maximum day requirements, and distribution lines are designed to meet instantaneous peak demands or peak hour demands. Therefore, peaking plays a significant part in the costs of operating and constructing a water system. Demonstrating that rates are proportional to the demands and associated costs that customer classes place on the utility system is critical to ensure that rates align with the intent of Proposition 218. The capital and operating costs of the system must then be allocated to customer classes in proportion to the demands they place on the system. For costs recovered through a water utility's fixed meter charge, costs are allocated either over all accounts or by meter size, depending on the type of expense. Variable costs are allocated among customer classes based on the demands they place on the water system and the cost of water supplies.

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Peaking costs are computed for a maximum day and peak hour. The maximum day (max day) demand is the maximum amount of water used in a single day in a year. The peak hour or max hour demand is the maximum amount of water used in a single hour on the maximum day. Different facilities, such as distribution and treatment facilities (and the O&M costs associated with those facilities), are designed to meet peak hour and max day demands, respectively. Therefore, extra capacity[1] costs include the O&M and capital costs associated with meeting peak customer demand. This method is consistent with AWWA Manual M1 and is widely used in the water industry for cost-of-service analyses. Importantly, it ensures that average and below-average users pay rates that reflect the level of capital investment necessary to serve them.

We know from experience that different classes have different peaking factors. Typically, the single family residential (SFR) class is different from the multi-family class, primarily because of irrigation requirements for the SFR class. Commercial and multi-family peaking factors are relatively close. Raftelis reviewed the usage by billing cycle to determine max day peaking factors for different classes by identifying the maximum usage in a billing period in a year to the average usage in a year. This represents the max day peak for each class. The max hour peak factor is determined here by multiplying the customer max day by the ratio of the system max hour to max day. The system max day and max hour factors are described below.

Table 5-2 shows the system-wide peaking factors used to derive the cost component allocation bases for base and peaking costs. These factors were derived from the production data provided by the City. Base costs represent average daily demand during the year and are represented by the factor 1.00. The max day and max hour factors are based on the City's production information. The allocation bases (Columns C, D, and E) are calculated using the equations outlined below the table.

Table 5-2: Water System Peaking Factors

Line	(A) System-Wide Peaking Factors	(B) Peaking Factor	(C) Base	(D) Max Day	(E) Max Hour	(F) Total
1	Base	1.00	100%	0%	0%	100%
2	Max Day	1.47	68%	32%	0%	100%
3	Max Hour	2.06	49%	23%	29%	100%

The max day allocations are calculated as follows:

- Base Delivery: B1 / B2 x 100% = C2
- Max Day: 100% - C2 = D2

The peak hour allocations are calculated as follows:

- Base Delivery: B1 / B3 x 100% = C3
- Max Day: (B2 – B1) / B3 x 100% = D3
- Peak Hour: 100% - C3 – D3 = E3

These factors indicate the additional capacity required to meet demand above average daily use. As demand and capacity increase, facilities and pipelines must also be sized to meet those demands. This increases costs

[1] The terms extra capacity, peaking and capacity costs are used interchangeably.

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to construct, maintain, and replace. These allocations are used to assign certain functionalized costs to the cost causation components including production and transmission & distribution.

5.2.2. Operating and Capital Allocation

The next step in the cost-of-service analysis is to determine the operating and capital cost allocations by cost component. The cost components for water include Base, Max Day, Max Hour, Supply, Conservation, Meters, Customer Service, Revenue Offsets, and General.

Table 5-3 shows the operating costs by functional component in Lines 14-25. These costs are allocated by the corresponding percentages shown in lines 1-12. Allocations for each function are based on the engineering design of each component, for example, wells (production) are designed for max day requirements and are allocated to max day, similarly reservoirs are designed for max day and are allocated to max day. The design of different system components is used for allocation purposes.

Table 5-3: Allocation of Net Operation & Maintenance to Cost Components

Line	O&M Allocation	Allocation Basis	Base	Max Day	Max Hour	Supply	Conservation	Meters	Customer	General	Total
1	Administration	General	0%	0%	0%	0%	0%	0%	35%	65%	100%
2	Customer Service	Customer Service	0%	0%	0%	0%	0%	0%	100%	0%	100%
3	Meter Services	Meters	0%	0%	0%	0%	0%	100%	0%	0%	100%
4	Damage to City Property	General	0%	0%	0%	0%	0%	0%	35%	65%	100%
5	Supply	Supply	0%	0%	0%	96%	0%	4%	0%	0%	100%
6	Production and Storage	Max Day	68%	32%	0%	0%	0%	0%	0%	0%	100%
7	Transmission and Distribution	Max Hour	49%	23%	29%	0%	0%	0%	0%	0%	100%
8	WECWC Management Control	Supply	0%	0%	0%	96%	0%	4%	0%	0%	100%
9	Water Conservation	Conservation	0%	0%	0%	0%	100%	0%	0%	0%	100%
10	Storm Water MGMT & Recharge	General	0%	0%	0%	0%	0%	0%	35%	65%	100%
11	PVPA	General	0%	0%	0%	0%	0%	0%	35%	65%	100%
12	Customer Service	Customer Service	0%	0%	0%	0%	0%	0%	100%	0%	100%
13											
14	Administration	General	$0	$0	$0	$0	$0	$0	$1,664,426	$3,091,076	$4,755,502
15	Customer Service	Customer Service	$0	$0	$0	$0	$0	$0	$251,620	$0	$251,620
16	Meter Services	Meters	$0	$0	$0	$0	$0	$1,304,653	$0	$0	$1,304,653
17	Damage to City Property	General	$0	$0	$0	$0	$0	$0	$0	$0	$0
18	Supply	Supply	$0	$0	$0	$12,599,522	$0	$524,980	$0	$0	$13,124,502
19	Production and Storage	Max Day	$2,191,327	$1,025,469	$0	$0	$0	$0	$0	$0	$3,216,797
20	Transmission and Distribution	Max Hour	$1,876,027	$877,919	$1,101,578	$0	$0	$0	$0	$0	$3,855,524
21	WECWC Management Control	Supply	$0	$0	$0	$341,346	$0	$14,223	$0	$0	$355,569
22	Water Conservation	Conservation	$0	$0	$0	$0	$379,130	$0	$0	$0	$379,130
23	Storm Water MGMT & Recharge	General	$0	$0	$0	$0	$0	$0	$0	$725,553	$725,553
24	PVPA	General	$0	$0	$0	$0	$0	$0	$1,496	$2,779	$4,275
25	Customer Service	Customer Service	$0	$0	$0	$0	$0	$0	$936,843	$0	$936,843
26	**Total O&M Expenses**		**$4,067,354**	**$1,903,388**	**$1,101,578**	**$12,940,868**	**$379,130**	**$1,843,856**	**$2,854,384**	**$3,819,408**	**$28,909,967**
27	O&M Allocation		14.1%	6.6%	3.8%	44.8%	1.3%	6.4%	9.9%	13.2%	100%

Table 5-4 shows the allocation of asset value by function to the cost components using the allocations shown in Lines 1-5. The total value in each line is multiplied by the corresponding percentages to arrive at the costs shown in Lines 7-11. Line 13 is determined by taking the weighted proportion of the total capital asset costs by each cost component.

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Table 5-4: Allocation of Asset Value to Cost Components

Line	Asset Allocation	Allocation Basis	Base	Max Day	Max Hour	Supply	Conservation	Meters	Customer	General	Total
1	Supply	Supply	0%	0%	0%	96%	0%	4%	0%	0%	100%
2	Distribution	Max Hour	49%	23%	29%	0%	0%	0%	0%	0%	100%
3	Distribution Storage	Max Hour	49%	23%	29%	0%	0%	0%	0%	0%	100%
4	Meter	Meters	0%	0%	0%	0%	0%	100%	0%	0%	100%
5	General/Admin	General	0%	0%	0%	0%	0%	0%	35%	65%	100%
6											
7	Supply	Supply	$0	$0	$0	$344,057	$0	$14,336	$0	$0	$358,392
8	Distribution	Max Hour	$50,207,308	$23,495,375	$29,481,073	$0	$0	$0	$0	$0	$103,183,756
9	Distribution Storage	Max Hour	$57,947,859	$27,117,700	$34,026,223	$0	$0	$0	$0	$0	$119,091,782
10	Meter	Meters	$0	$0	$0	$0	$0	$4,518,403	$0	$0	$4,518,403
11	General/Admin	General	$0	$0	$0	$0	$0	$0	$10,766,222	$19,994,411	$30,760,633
12	**Total Assets**		**$108,155,166**	**$50,613,075**	**$63,507,297**	**$344,057**	**$0**	**$4,532,739**	**$10,766,222**	**$19,994,411**	**$257,912,967**
13	Asset Allocation		42%	20%	25%	0%	0%	2%	4%	8%	100%

Table 5-5 shows the net revenue requirement allocated to the cost components. Operating costs are allocated by the same percentages shown in the last line in Table 5-3. Similarly, the capital revenue requirement in Table 5-1 is allocated as shown on Line 13 in Table 5-4. The revenue offsets, over which the City has discretion, are allocated to the cost centers based on the allocation of operating costs excluding supply costs. The resulting net revenue requirement allocation is shown in the last line of the table. This allocation is further adjusted to reallocate General and Administration costs. This results in an adjusted net revenue requirement allocation shown in the last line.

Table 5-5: Adjusted Cost of Service

Revenue Requirement	Base	Max Day	Max Hour	Supply	Conservation	Meters	Fire Protection	Customer Service	Revenue Offset	General	Total
Operating Revenue Requirement	$4,272,940	$1,999,596	$1,157,258	$13,594,969	$398,294	$1,937,054	$0	$2,998,660	$0	$4,012,462	$30,371,233
Capital Revenue Requirement	$2,195,825	$1,027,574	$1,289,360	$6,985	$0	$92,026	$0	$218,582	$0	$405,937	$5,236,289
Revenue Offsets	$0	$0	$0	$0	$0	$0	$0	$0	-$1,214,183	-$917,074	-$2,131,257
Total - Cost of Service	**$6,468,765**	**$3,027,170**	**$2,446,618**	**$13,601,954**	**$398,294**	**$2,029,080**	**$0**	**$3,217,242**	**-$1,214,183**	**$3,501,325**	**$33,476,264**
Allocation of General Costs	$1,287,828	$602,661	$487,083	$0	$79,294	$403,958	$0	$640,502	$0	-$3,501,325	$0
Total - Adjusted Cost of Service	**$7,756,593**	**$3,629,831**	**$2,933,700**	**$13,601,954**	**$477,587**	**$2,433,038**	**$0**	**$3,857,743**	**-$1,214,183**	**$0**	**$33,476,264**

5.3. Derivation of Units of Service

5.3.1. Equivalent Meters

Table 5-6 shows the total equivalent meters. These totals are used as a denominator in developing unit costs for the rate components of the bi-monthly fixed service charges.

Table 5-6: Equivalent Meters

Meter Size	Meter Count	AWWA Capacity Ratio	Equivalent Meters
5/8"	15,197	1.00	15,197
3/4"	810	1.50	1,215
1"	2,475	2.50	6,188
1 1/2"	545	5.00	2,725
2"	792	8.00	6,336
3"	65	17.50	1,138
4"	44	31.50	1,386
6"	10	65.00	650
8"	2	140.00	280
10"	0	210.00	0
Total	**19,940**		**35,114**

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5.3.2. Unit Costs of Service

Customer class demands vary depending on their respective usage characteristics. For example, the demand characteristics of a single-family residential customer will differ from the demand characteristics of an irrigation customer. Peak demands are a key difference in usage characteristics of customer classes. Raftelis used detailed customer billing data, by billing cycle, from FY 2025, which was provided by City staff, to assess the demand characteristics by customer class. The concept of proportionality requires that cost allocations consider both the average quantity of water consumed (base demand) and the peak rate at which it is consumed (peak demands). The use of peak demands in the cost allocation process is consistent with cost-of-service principles because a water system is designed, constructed, and operated to meet peak demands. These additional peaking costs must be allocated to customer classes in proportion to their peak usage characteristics to ensure costs are being appropriately passed on.

Single-family use is shown by tiers. The tiers are defined and explained in Section 6.2 of this report. The max day peaking factors for customer classes, average and peak billing period use, are shown below in Table 5-7. Bi-monthly data is used as a proxy for the max day data for different classes. This is a reasonable proxy for our analysis because we are comparing the peaks for different classes to allocate the costs proportionately, and comparing the billing cycle data provides a reasonable basis for the analysis. Establishing peaking characteristics is important to ensure that customer class rates reflect their proportionate share of costs for the use of the system. In the residential class, multi-family and condominium peaking factors are very similar based on FY 2025 water consumption data provided by City staff, and are grouped together in Table 6-4, under Multi-Family.

Table 5-7: Calculation of Class Specific Peaking Factors

Class-Specific Peaking Factors	Bi-monthly Tiers	Avg Bi-Month	Max Bi-Month	Peaking Factor
Single Family				
Tier 1	0-20	251,817	284,481	1.13
Tier 2	21-50	182,028	260,839	1.43
Tier 3	51+	105,392	195,822	1.86
Multi Family	All Use	186,154	218,937	1.18
Landscape	All Use	105,796	168,239	1.59
Commercial	All Use	114,647	132,659	1.16
School	All Use	14,479	21,278	1.47
Government	All Use	18,061	28,951	1.60
Condominiums	All Use	15,238	17,569	1.15
Recycled	All Use	37,473	68,234	1.82

Table 5-8 shows the units of service for each customer class and tier. Column A shows the projected annual use for FY 2026. Column B shows the average daily use. This is calculated by taking the value in Column A and dividing it by 365 days.

Max day and max hour extra capacity requirements for different customer classes are derived from the water consumption data provided by the City. Max hour data is determined by using the City's max hour factor and applying it to the max day factor for each class and tier. This provides a reasonable basis for allocating the max hour costs among the classes. These data are used to allocate peaking costs based on customer class-specific water use patterns during peak demand periods. Max day total capacity (Column D) is the average daily use (Column B) multiplied by the max day capacity factor (Column C). Max day extra capacity

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(Column E) is the difference between the max day total capacity (Column D) and the average daily use (Column B). Max hour total capacity (Column G) is the average daily use (Column B) multiplied by the max hour capacity factor (Column F). Max hour extra capacity (Column H) is the difference between the max hour total capacity (Column G) and the max day total capacity (Column D).

Table 5-8: Units of Service

Line	Customer Class	Annual Use (hcf) (A)	Average Daily Use (hcf/day) (B)	Peaking Factor (C)	Max Day Total Capacity (hcf/day) (D)	Extra Capacity (hcf/day) (E)	Peaking Factor (F)	Max Hour Total Capacity (hcf/day) (G)	Extra Capacity (hcf/day) (H)	Number of Equiv. Meters (I)	Number of Customers (J)
	Single Family	3,786,229	10,373		14,257	3,884		19,960	5,703		
1	Tier 1 0-20	1,768,123	4,844	1.13	5,473	628	1.58	7,662	2,189		
2	Tier 2 21-50	1,278,101	3,502	1.43	5,018	1,516	2.01	7,025	2,007		
3	Tier 3 51+	740,005	2,027	1.86	3,767	1,740	2.60	5,274	1,507		
4											
5	Multi Family	1,201,826	3,293	1.18	3,873	580	1.65	5,422	1,549		
6	Landscape	1,101,882	3,019	1.59	4,801	1,782	2.23	6,721	1,920		
7	Commercial	784,815	2,150	1.16	2,488	338	1.62	3,483	995		
8	School	112,615	309	1.47	453	145	2.06	635	181		
9	Government	120,755	331	1.60	530	199	2.24	742	212		
10	Condominiums	102,339	280	1.15	323	43	1.61	453	129		
11											
12	**Total Potable**	**7,210,461**	**19,755**		**26,725**	**6,971**		**37,416**	**10,690**	**35,114**	**19,940**
13											
14	**Recycled**	**267,548**	**733**	**1.82**	**1,335**	**602**	**2.55**	**1,869**	**534**	-	-

Table 5-9 shows the reallocation of peaking costs. Starting with the cost of service values from Table 5-5, peaking costs represent the capacity of the system to meet peak demands. Meters are sized based on the peak demands of a customer; therefore, a portion of the peaking costs is assigned to meters. To maintain the current level of revenue stability, approximately 75% of max day and max hour costs are assigned to meters. The remaining costs are assigned to the commodity rate to recognize that system size is also dependent on water use. Applying these adjustments results in the total shown on Line 10 and repeated on Line 1 of Table 5-10.

Table 5-9: Reallocation of Peaking Costs

			Fixed		Commodity						
Line	Cost Components	Cost of Service	Meter	Customer	Base	Max Day	Max Hour	Supply	Conservation	Offset	Total
1	Base	$7,756,593	0%		100%						100%
2	Max Day	$3,629,831	76%			24%					100%
3	Max Hour	$2,933,700	75%				25%				100%
4	Supply	$13,601,954	0%					100%			100%
5	Conservation	$477,587							100%		100%
6	Meters	$2,433,038	100%								100%
8	Customer Service	$3,857,743		100%							100%
9	Revenue Offset	-$1,214,183								100%	100%
10	**Total**	**$33,476,264**	**$7,397,852**	**$3,857,743**	**$7,756,593**	**$871,160**	**$727,558**	**$13,601,954**	**$477,587**	**-$1,214,183**	**$33,476,264**

Table 5-10 divides the adjusted cost of service for FY 2026 by the respective units of service for each cost component to determine the unit cost for each component.

Table 5-10: Calculation of Unit Costs

Line	Unit Costs	Total	Meter	Customer	Base	Max Day	Max Hour	Supply	Conservation	Offset
1	**Cost of Service**	**$33,476,264**	**$7,397,852**	**$3,857,743**	**$7,756,593**	**$871,160**	**$727,558**	**$13,601,954**	**$477,587**	**-$1,214,183**
2										
3	**Units of Service**		**210,684**	**119,640**	**7,210,461**	**6,971**	**10,690**	**7,210,461**	**7,210,461**	**1,768,123**
4			Annual equiv. meters	Annual bills	Annual use (hcf)	Peak capacity (hcf/day)	Peak capacity (hcf/day)	Annual use (hcf)	Annual use (hcf)	Use in Res Tier 1
5										
6	**Unit Cost**		**$35.11**	**$32.24**	**$1.08**	**$124.97**	**$68.06**	**$1.89**	**$0.07**	**-$0.69**
7			equiv. meter	bill	hcf	hcf/day	hcf/day	hcf	hcf	hcf

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6. Proposed Water Rates and Charges

6.1. Proposed Bi-Monthly Service Charge

The City's water charges include a bi-monthly service charge based on meter size, and a commodity rate based on water use. The service charge has been calculated to recover the fixed costs the City incurs to provide the service, such as billing and collection, customer service, meter reading, meter maintenance, and a portion of costs associated with meeting peak demands. The volumetric charge recovers the balance of the remaining costs.

Recycled water customers receive the same bi-monthly fixed charge as potable water customers, based on meter size, because they use the potable system when recycled water may not be available. They receive a volumetric charge specific to the class, based on the cost of the recycled water purchased.

The Meter component is derived based on total equivalent meters. Therefore, the meter unit cost in Line 6 of Table 5-10 is multiplied by the capacity ratio for each meter size to appropriately reflect the share of cost by meter size. The Customer cost does not vary by meter size, and therefore, the Customer unit cost shown in Line 6 of Table 5-10 is applied uniformly across all meter sizes. These two components determine the proposed bi-monthly service charge shown below.

Table 6-1: Bi-Monthly Service Charge Derivation

Meter Size	Capacity Ratio	Meter	Customer	Proposed Bi-Monthly Charge
5/8"	1.00	$34.91	$32.24	**$67.16**
3/4"	1.50	$52.37	$32.24	**$84.62**
1"	2.50	$87.28	$32.24	**$119.53**
1 1/2"	5.00	$174.57	$32.24	**$206.82**
2"	8.00	$279.31	$32.24	**$311.56**
3"	17.50	$610.98	$32.24	**$643.23**
4"	31.50	$1,099.77	$32.24	**$1,132.02**
6"	65.00	$2,269.37	$32.24	**$2,301.62**
8"	140.00	$4,887.87	$32.24	**$4,920.12**

6.2. Proposed Commodity Rates

Raftelis recommends that the City retain its current rate structure with tiered rates for single-family customers and uniform rates for the remaining customers. Single-family usage is more homogenous and lends itself well to tiering, recognizing the costs of providing service in each tier. Non-single-family customers are of varying sizes and demands and are not homogeneous and therefore charged uniform rates. The current 10 hcf per month in Tier 1 provides a family of four using an average of 55 gpd indoor, about 10 hcf. Therefore, the first tier is retained at 10 hcf per month or 20 hcf bi-monthly. The second tier provides average water use in summer, and the third tier covers any additional usage.

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The tiers are selected so that the peaking characteristics of each tier are clearly defined. Tier 1 represents indoor use, which is pretty consistent throughout the year, and the associated costs can be readily determined. Tier 2 primarily represents average irrigation use, and Tier 3 represents larger irrigation use for single-family customers. Tiers are selected to ensure the costs associated with peaking can be clearly determined and spread based on the cost of service. It should be noted that the costs for providing water in each tier are calculated based on the tiers and the use in each tier. This ensures that the appropriate peaking factor is used and also that the type of use is considered in the tier definitions.

The City's water commodity rates consist of five components: Base, Peaking, Supply, Conservation, and Offset. The following subsections will present the calculations for each of the components.

6.2.1. Base-Delivery Unit Cost

The Base component is applied uniformly across all units of water and is equal to the Base unit cost in Table 5-10, Line 6.

6.2.2. Supply Unit Cost

Table 6-2 show the calculation of the unit cost for each source of water. The water purchase costs for each source (Lines 1 and 2) were provided by City staff and are divided by the estimated demand from each source (Line 3) to calculate the unit costs (Line 5). Line 6 takes the $/AF value in Line 5 and divides it by 435.6 to convert to a $/hcf rate. Table 6-3 shows the supply unit cost calculation for each customer class and tier. A non-differentiated unit supply cost is being used, meaning that all customer classes pay the same amount for the supply unit cost. This cost is shown in the last column on Line 6 of Table 6-2. It is calculated by dividing the total costs by the total demand.

Table 6-2: Potable Water Supply Cost

Line	Unit Costs of Water	Six Basin	WECWC	SAWCo	Chino Basin	WFA	Total
1	**Cost of Water**	$28,888	$711,342	$3,314,277	$1,326,452	$6,337,645	$11,718,604
2	**Cost of Power**	$109,519	$316,324	$1,161,911	$216,346		$1,804,100
3	Quantity of Water, AF	784	2,264	8,316	1,548	3,640	16,552
4	Quantity of Water, hcf	341,443	986,192	3,622,442	674,492	1,585,598	7,210,167
5	Unit Cost , $/AF	$176.57	$453.92	$538.26	$996.37	$1,741.10	$816.97
6	Unit Cost $/hcf	$0.41	$1.04	$1.24	$2.29	$4.00	$1.88

The water from each supply is allocated proportionally to the use in class as a whole. In the single-family class, the water is allocated so that the first tier gets the benefit of the lowest cost sources of water, and the next tier gets the next lowest cost water, and so on. The results are shown in Table 6-3.

Table 6-3: Supply Component Calculation

Line	Customer Classes	Water Use (hcf)	% of Water Use	Six Basin	WECWC	SAWCo	Chino Basin	WFA	Total Demand	Total Cost	Supply Unit Cost
1	Single Family	3,786,229	53%	179,293	517,851	1,902,152	354,177	832,601	3,786,075	$7,100,801	$1.88
2	Tier 1	1,768,123	25%	179,293	517,851	1,070,979	0	0	1,768,123	$1,935,698	$1.09
3	Tier 2	1,278,101	18%	0	0	831,173	354,177	92,751	1,278,101	$2,207,919	$1.73
4	Tier 3	740,005	10%	0	0	0	0	739,850	739,850	$2,957,185	$4.00
5											
6	Multi Family	1,201,826	17%	56,911	164,377	603,782	112,423	264,285	1,201,777	$2,253,939	$1.88
7	Landscape	1,101,882	15%	52,178	150,707	553,571	103,074	242,307	1,101,837	$2,066,501	$1.88
8	Commercial	784,815	11%	37,164	107,341	394,281	73,414	172,583	784,783	$1,471,864	$1.88
9	School	112,615	2%	5,333	15,403	56,576	10,534	24,764	112,610	$211,201	$1.88
10	Government	120,755	2%	5,718	16,516	60,666	11,296	26,554	120,750	$226,467	$1.88
11	Condominiums	102,339	1%	4,846	13,997	51,414	9,573	22,505	102,335	$191,929	$1.88
12											
13	**Total Water Available by Source (hcf)**	**7,210,461**	**100%**	**341,443**	**986,192**	**3,622,442**	**674,492**	**1,585,598**	**7,210,167**	**$13,522,704**	**$1.88**

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6.2.3. Peaking Unit Cost

Table 6-4 shows the peaking unit cost calculation for each customer class and tier. Peaking costs are the sum of max day and max hour costs for each class and tier. This is calculated by multiplying the unit rates shown for max day and max hour from Line 6 of Table 5-10 by the corresponding extra capacity value in column E of Table 5-8 for max day, and by the corresponding extra capacity value shown in column H for max hour. Peaking costs are divided by annual use to determine the Peaking unit cost for each class and tier. Due to similar patterns in peaking factors, residential accounts in condominiums are combined with multi-family accounts.

Table 6-4: Peaking Unit Cost Calculation

Peaking Unit Cost	Annual Use (hcf)	Peaking Costs	Unit Cost
Single Family	**3,786,229**	**$873,534**	**$0.23**
Tier 1 0-20	1,768,123	$227,509	$0.13
Tier 2 21-50	1,278,101	$326,071	$0.26
Tier 3 51+	740,005	$319,955	$0.43
Multi Family	**1,304,165**	**$192,052**	**$0.15**
Landscape	**1,101,882**	**$353,365**	**$0.32**
Commercial	**784,815**	**$109,949**	**$0.14**
Schools	**112,615**	**$30,451**	**$0.27**
Government	**120,755**	**$39,365**	**$0.33**
Total	**7,210,461**	**$1,598,717**	

6.2.4. Conservation Component

The conservation unit rate recovers costs of the City's water conservation program. Costs include staffing and education and outreach. Since the conservation program is targeted to reduce demand on the system to benefit the availability of water to larger users, the total single-family conservation cost is applied to single-family residential Tier 3 only. All other customer classes receive a uniform conservation rate. This component is shown in Table 5-10, Line 6 under the column labeled conservation.

6.2.5. Offset Component

The offset component is applied to single-family residential Tier 1 only. It is equal to the Offset unit cost (Table 5-10, Line 6). The offset helps provide affordability in Tier 1.

6.2.6. Recycled Water Commodity Rates

Recycled water customers have a specific commodity rate based on the cost of purchasing the recycled water, shown in Table 4-6. Table 6-5 shows the recycled water expenses the City incurs, and the units of recycled water used for FY 2026. By dividing these values, you arrive at the proposed FY 2026 commodity rate for recycled water customers.

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Table 6-5: Derivation of Recycled Water Commodity Rates

Recycled Commodity Rates ($/hcf)	
	Proposed Rate
Recycled Water Operating Expenses	$706,668
Recycled Water Units (hcf)	267,548
Recyled Water Commodity Rate ($/hcf)	**$2.64**

6.2.7. Proposed FY 2026 Commodity Rates

To calculate the FY 2026 commodity rate for each customer class, the components mentioned above are summed to arrive at a total commodity rate. Table 6-6 shows the calculation for the FY 2026 commodity rate. The total rate is rounded up to the nearest cent to ensure adequate cost recovery. It should be noted that the Government customer class cost of service results resulted in a decrease from their current rate. This rate applies only to City Government customers. The City has opted to maintain its current rate and not reduce the commodity charge, as shown in Table 6-8. All future years for the customer class will increase by the proposed revenue adjustments.

Table 6-6: Derivation of FY 2026 Commodity Rates ($/hcf)

Commodity Charges	Base	Peaking	Supply	Conservation	Offset	Proposed
Single Family						
Tier 1	$1.08	$0.13	$1.88		-$0.69	**$2.40**
Tier 2	$1.08	$0.26	$1.88			**$3.21**
Tier 3	$1.08	$0.43	$1.88	$0.34		**$3.73**
Multi Family	$1.08	$0.15	$1.88	$0.07		**$3.17**
Landscape	$1.08	$0.32	$1.88	$0.07		**$3.34**
Commercial	$1.08	$0.14	$1.88	$0.07		**$3.16**
School	$1.08	$0.27	$1.88	$0.07		**$3.29**
Government	$1.08	$0.33	$1.88	$0.07		**$3.35**
Recycled Rate						**$2.64**

6.3. Proposed 5-Year Water Rate Schedule

Table 6-7 shows the proposed 5-year rate schedule of fixed water charges. Table 6-8 shows the proposed 5-year schedule of commodity water rates. The Government customer class is opting to retain its current rate instead of the resulting rate from the cost of service analysis, which resulted in a lower rate. All other rates for FY 2026 are the result of the cost-of-service analysis, while future years are multiplied by the revenue adjustment. Rates are rounded up to the nearest cent. The proposed FY 2026 rates are effective June 1, 2026. Each following year is effective January 1st. The service charges include the Meter Equivalent Unit (MEU) charge imposed by IEUA. Since those charges are not known for future years, any increases in those charges beyond the assumptions used in the rate study will be passed through to customers. Any increases in potable and recycled water purchase costs from IEUA beyond the assumptions used in the study will be passed through to customers.

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Table 6-7: Proposed 5-year Service Charge Rate Schedule, ($/Bi-Monthly)

Service Charges (Bi-Monthly)	Current	Proposed FY 2026	Proposed FY 2027	Proposed FY 2028	Proposed FY 2029	Proposed FY 2030
5/8"	*$65.26*	$67.36	$70.73	$74.27	$77.99	$81.89
3/4"	*$82.68*	$84.92	$89.17	$93.63	$98.32	$103.24
1"	*$117.52*	$120.03	$126.04	$132.35	$138.97	$145.92
1 1/2"	*$204.72*	$207.82	$218.22	$229.14	$240.60	$252.63
2"	*$309.35*	$313.16	$328.82	$345.27	$362.54	$380.67
3"	*$588.33*	$646.74	$679.08	$713.04	$748.70	$786.14
4"	*$902.15*	$1,138.32	$1,195.24	$1,255.01	$1,317.77	$1,383.66
6"	*$1,773.93*	$2,314.63	$2,430.37	$2,551.89	$2,679.49	$2,813.47
8"	*$2,820.12*	$4,948.14	$5,195.55	$5,455.33	$5,728.10	$6,014.51

Table 6-8: Proposed 5-year Commodity Rate Schedule, ($/hcf)

Commodity Charges	Current	Proposed FY 2026	Proposed FY 2027	Proposed FY 2028	Proposed FY 2029	Proposed FY 2030
Single Family						
Tier 1	*$2.33*	$2.40	$2.52	$2.65	$2.79	$2.93
Tier 2	*$3.08*	$3.21	$3.38	$3.55	$3.73	$3.92
Tier 3	*$3.68*	$3.73	$3.92	$4.12	$4.33	$4.55
Multi Family	*$2.87*	$3.17	$3.33	$3.50	$3.68	$3.87
Landscape	*$3.17*	$3.34	$3.51	$3.69	$3.88	$4.08
Commercial	*$2.76*	$3.16	$3.32	$3.49	$3.67	$3.86
Schools	*$3.38*	$3.29	$3.46	$3.64	$3.83	$4.03
Government	*$3.47*	$3.47	$3.65	$3.84	$4.04	$4.25
Recycled Water	*$2.54*	$2.64	$2.78	$2.92	$3.07	$3.23

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7. Drought Rates

Raftelis calculated a demand reduction surcharge (drought rates or drought surcharge) in order to recover the revenue shortfall that occurs because of demand reductions during water shortage scenarios.

Drought rates may take effect during times of declared drought, where certain levels of reduction are mandated. Drought rates are charged to each unit of water used and are calculated to recover costs through volumetric revenue due to reduced water use. The changes to the drought rates are different at different reduction levels based on the projected revenue shortfall.

To determine the demand reduction surcharge, the first step is to project the water demand reduction for each customer class under different levels of shortage. Table 7-1 shows the projected water demand for each customer class and tier at different levels of reduction. Raftelis analyzed individual customer usage data, assuming that customers using more water are expected to reduce more since they have more discretionary water use. The analysis calculates the increase in commodity rates that must be applied to all usage, including the tiers, for each reduction stage. Note that the reduction achieved under each drought stage is lower than the maximum targeted at each level but falls near or within each range.

Table 7-1: Projected Water Demand by Usage Reduction

Customer Class	Bi-Monthly Tier	Proposed Rates	FY 2026	% Reduction	0-10% Reduction	% Reduction	10-20% Reduction	% Reduction	20-30% Reduction	% Reduction	30-40% Reduction	% Reduction	40-50% Reduction
Single Family													
Tier 1	0-20	$2.40	1,768,123	-5.0%	1,679,717	-7.0%	1,644,355	-10.0%	1,591,311	-15.0%	1,502,905	-24.0%	1,343,774
Tier 2	21-50	$3.21	1,278,101	-15.0%	1,086,386	-20.0%	1,022,481	-30.0%	894,671	-40.0%	766,861	-50.0%	639,051
Tier 3	51+	$3.73	740,005	-20.0%	592,004	-40.0%	444,003	-60.0%	296,002	-80.0%	148,001	-95.0%	37,000
Subtotal Single Family			**3,786,229**	**-11.3%**	**3,358,107**	**-17.8%**	**3,110,838**	**-26.5%**	**2,781,984**	**-36.1%**	**2,417,766**	**-46.7%**	**2,019,824**
Multi Family		$3.17	1,304,165	-8.0%	1,199,832	-12.0%	1,147,665	-25.0%	978,124	-25.0%	978,124	-25.0%	978,124
Landscape		$3.34	1,101,882	-10.0%	991,694	-25.0%	826,412	-35.0%	716,223	-50.0%	550,941	-70.0%	330,565
Commercial		$3.16	784,815	-8.0%	722,030	-12.0%	690,637	-25.0%	588,611	-35.0%	510,130	-40.0%	470,889
Schools		$3.29	112,615	-8.0%	103,606	-12.0%	99,101	-25.0%	84,461	-35.0%	73,200	-40.0%	67,569
Government		$3.47	120,755	-8.0%	111,095	-12.0%	106,264	-25.0%	90,566	-35.0%	78,491	-40.0%	72,453
Subtotal Non-Single Family			**3,424,232**	**-8.6%**	**3,128,256**	**-16.2%**	**2,870,080**	**-28.2%**	**2,457,986**	**-36.0%**	**2,190,885**	**-43.9%**	**1,919,599**
Total Potable Water (hcf)			7,210,461		6,486,363		5,980,918		5,239,969		4,608,651		3,939,424
Demand Reduction Achieved					-10.0%		-17.1%		-27.3%		-36.1%		-45.4%

The next step is to estimate the water supply cost savings that result when there is a reduction in demand. Table 7-2 shows the estimated percentage reduction from each water source for each reduction stage. In the first stage, it is expected that the City would reduce WFA usage so that it still will use a minimum of 2,000 ac-ft per year. Any remaining reduction is applied uniformly to all the remaining sources. The variable costs associated with each supply are used to determine the cost savings. Almost all other costs are fixed; therefore, no other costs are included in the analysis. Table 7-3 shows the estimated cost savings in the water supply costs for each stage due to the reduction in usage.

Table 7-2: Percentage Reduction by Water Source

% Reduction	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5
Groundwater	-0.2%	-9%	-15%	-14%	-18%
WFA	-45%	0%	0%	0%	0%

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Table 7-3: Estimated Cost Savings by Usage Reduction

	FY 2026	0-10% Reduction	10-20% Reduction	20-30% Reduction	30-40% Reduction	40-50% Reduction
Supply (AF)						
Six Basin	784	782	712	608	520	427
WECWC	2,264	2,259	2,055	1,757	1,503	1,234
SAWCo	8,316	8,297	7,550	6,455	5,521	4,532
Chino Basin	1,548	1,545	1,406	1,202	1,028	844
WFA	3,640	2,009	2,009	2,009	2,009	2,009
Total Potable Supply (AF)	**16,552**	**14,892**	**13,732**	**12,031**	**10,582**	**9,046**
		-10.0%	-7.8%	-12.4%	-12.0%	-14.5%
Variable Cost ($/AF)						
Six Basin	$171.82	$171.82	$171.82	$171.82	$171.82	$171.82
WECWC	$300.22	$300.22	$300.22	$300.22	$300.22	$300.22
SAWCo	$396.72	$396.72	$396.72	$396.72	$396.72	$396.72
Chino Basin	$979.81	$979.81	$979.81	$979.81	$979.81	$979.81
WFA	$1,068.96	$1,068.96	$1,068.96	$1,068.96	$1,068.96	$1,068.96
Total Variable Costs	**$9,521,726**	**$7,765,791**	**$7,259,831**	**$6,518,126**	**$5,886,164**	**$5,216,254**
Cost Savings		$1,755,935	$2,261,895	$3,003,600	$3,635,562	$4,305,472

The final step is to calculate the drought surcharge, shown in Table 7-4. First, the projected potable water revenue is calculated by multiplying the demand projections from Table 7-1 for each level of reduction in use and the proposed water rates in FY 2026. The revenue shortfall is determined by comparing this revenue for each reduction level with the FY 2026 revenues. Next, we add the estimated cost savings from Table 7-3 for each reduction level. The net revenue is the sum of the revenue shortfall and cost savings. The percent revenue shortfall is then the shortfall divided by the projected variable revenue. The percentages shown will be applied to all water usage rates in place throughout the duration of the shortage.

Table 7-4: Drought Rates by Usage Reduction

	FY 2026	Up to 10% Reduction	Up to 20% Reduction	Up to 30% Reduction	Up to 40% Reduction	Up to 50% Reduction
Projected Variable Revenue	$22,190,445	$19,850,493	$18,160,252	$15,740,118	$13,686,633	$11,580,881
Revenue Shortfall		-$2,339,952	-$4,030,193	-$6,450,327	-$8,503,812	-$10,609,564
Cost Savings		$1,755,935	$2,261,895	$3,003,600	$3,635,562	$4,305,472
Net Revenue to be Recovered		-$584,017	-$1,768,298	-$3,446,727	-$4,868,250	-$6,304,092
% Commodity Rate Increase		**3%**	**10%**	**22%**	**36%**	**54%**

Table 7-5 shows the proposed drought surcharges for each year of the study period. The surcharges are calculated by taking the FY 2026 proposed volumetric rate for each class and tier shown in Table 6-8 and increasing them by the percentage shown above for each reduction stage. The surcharge for FY 2026 is the difference between this new calculated rate and the proposed rate from Table 6-8. For future years, the surcharge for FY 2026 shown below is increased by the proposed revenue adjustments of 5% each year.

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Table 7-5: Proposed Drought Surcharges

Customer Class	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Revenue Adjustments		5%	5%	5%	5%
0-10% Reduction					
Single Family					
Tier 1	$0.08	$0.08	$0.09	$0.09	$0.10
Tier 2	$0.10	$0.11	$0.11	$0.12	$0.12
Tier 3	$0.11	$0.12	$0.12	$0.13	$0.13
Multi Family	$0.10	$0.11	$0.11	$0.12	$0.12
Landscape	$0.10	$0.11	$0.11	$0.12	$0.12
Commercial	$0.10	$0.11	$0.11	$0.12	$0.12
Schools	$0.10	$0.11	$0.11	$0.12	$0.12
Government	$0.11	$0.12	$0.12	$0.13	$0.13
10-20% Reduction					
Single Family					
Tier 1	$0.24	$0.25	$0.26	$0.28	$0.29
Tier 2	$0.32	$0.34	$0.35	$0.37	$0.39
Tier 3	$0.37	$0.39	$0.41	$0.43	$0.45
Multi Family	$0.31	$0.33	$0.34	$0.36	$0.38
Landscape	$0.33	$0.35	$0.36	$0.38	$0.40
Commercial	$0.31	$0.33	$0.34	$0.36	$0.38
Schools	$0.33	$0.35	$0.36	$0.38	$0.40
Government	$0.34	$0.36	$0.37	$0.39	$0.41
20-30% Reduction					
Single Family					
Tier 1	$0.53	$0.56	$0.58	$0.61	$0.64
Tier 2	$0.71	$0.75	$0.78	$0.82	$0.86
Tier 3	$0.82	$0.86	$0.90	$0.95	$1.00
Multi Family	$0.70	$0.74	$0.77	$0.81	$0.85
Landscape	$0.74	$0.78	$0.82	$0.86	$0.90
Commercial	$0.70	$0.74	$0.77	$0.81	$0.85
Schools	$0.73	$0.77	$0.80	$0.85	$0.89
Government	$0.76	$0.80	$0.84	$0.88	$0.92
30-40% Reduction					
Single Family					
Tier 1	$0.86	$0.90	$0.95	$1.00	$1.05
Tier 2	$1.15	$1.21	$1.27	$1.33	$1.40
Tier 3	$1.33	$1.40	$1.47	$1.54	$1.62
Multi Family	$1.13	$1.19	$1.25	$1.31	$1.37
Landscape	$1.19	$1.25	$1.31	$1.38	$1.45
Commercial	$1.13	$1.19	$1.25	$1.31	$1.37
Schools	$1.18	$1.24	$1.30	$1.37	$1.43
Government	$1.24	$1.30	$1.37	$1.44	$1.51

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Customer Class	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
40-50% Reduction					
Single Family					
Tier 1	$1.31	$1.38	$1.44	$1.52	$1.59
Tier 2	$1.75	$1.84	$1.93	$2.03	$2.13
Tier 3	$2.04	$2.14	$2.25	$2.36	$2.48
Multi Family	$1.73	$1.82	$1.91	$2.00	$2.10
Landscape	$1.82	$1.91	$2.01	$2.11	$2.21
Commercial	$1.73	$1.82	$1.91	$2.00	$2.10
Schools	$1.80	$1.89	$1.98	$2.08	$2.19
Government	$1.89	$1.98	$2.08	$2.19	$2.30

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8. Wastewater Financial Plan

This section of the report details the wastewater enterprise's long-term financial plan, based on the projected revenues, expenses, debt service, and capital project costs. Raftelis modeled the financial plan without revenue adjustments (status quo) and with proposed revenue adjustments to ensure the financial sustainability of the wastewater utility. The results of the water financial plan are the proposed rates for five years based on the proposed revenue adjustments.

8.1. Current Rate Revenue

The City's revenues consist of rate revenues, interest earnings on cash reserves, and other miscellaneous revenues. The rate revenue projection shown below assumes that current FY 2026 rates are in effective throughout the study period. This status quo scenario provides a baseline from which Raftelis evaluates the need for revenue adjustments.

8.1.1. Calculated Wastewater Rate Revenues

Raftelis projected wastewater rates revenues from the City's monthly charge per EDU for the study period based on current wastewater rates, and the projected number of equivalent dwelling units (EDUs).

The City collects fixed bi-monthly charges from its customers based on the number of EDUs. San Antonio Heights customers are charged a rate 1.5 times the EDU rate based on the additional infrastructure needed to provide service to customers in that area and is based on an agreement between the City and San Antonio Heights. Table 8-1 shows projected rate revenues the City will collect under current rates for the rate-setting period.

Table 8-1: Projected Rate Revenues Under Current Wastewater Rates

Sewer Rate Revenue	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
City Local Sewer Services Charges	$4,032,427	$4,356,224	$4,356,224	$4,356,224	$4,356,224
SA Heights Sewer Services Charges, 1.5 times the rate	$22,557	$22,557	$22,557	$22,557	$22,557
Total City Local Services Charge Revenue	**$4,054,984**	**$4,378,781**	**$4,378,781**	**$4,378,781**	**$4,378,781**

8.1.2. Other Revenues

Table 8-2 shows the projected miscellaneous revenues for the wastewater enterprise, assuming no revenue adjustments.

Table 8-2: Projected Other Wastewater Enterprise Revenues, Status Quo

Line Item	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Other Operating Revenue	$150,800	$152,308	$153,831	$155,369	$156,923
Interest Income	$552,567	$382,077	$350,927	$260,712	$177,254
Total Other Revenue	**$703,367**	**$534,385**	**$504,758**	**$416,081**	**$334,177**

8.2. Annual Expenses – Wastewater

The City's annual expenses include operations and maintenance expenses and capital expenses. This section discusses the expenses in detail.

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8.2.1. Total Operations and Maintenance Budget

The City provided Raftelis with its actual expenses for FY 2025 and budget for FY 2026. The City also provided adjustments in future years to account for changes in staffing and reductions in anticipated operating and maintenance expenses. To project the City's O&M expenses, Raftelis used the escalation factors shown in Table 3-6. Table 8-3 shows a summary of the budgeted and projected O&M.

Table 8-3: Summary of Projected Wastewater Operations and Maintenance Expenses

Line Item	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Customer Service	$89,000	$91,670	$94,420	$97,253	$100,170
Maintenance & Operations	$3,185,302	$3,645,893	$3,766,296	$3,890,697	$4,019,230
Sewer - Residential	$946,840	$977,125	$1,008,384	$1,040,650	$1,073,953
Sewer - Non-Residential	$341,280	$352,811	$364,734	$377,061	$389,806
Capital Projects	$5,650	$5,876	$6,111	$6,355	$6,610
Total	**$4,568,072**	**$5,073,376**	**$5,239,945**	**$5,412,016**	**$5,589,770**

8.2.2. Capital Improvement Plan

Table 8-4 shows the City's capital improvement plan for wastewater capital projects through FY 2030. The plan averages roughly $810,000 a year over the study period.

Table 8-4: Projected Wastewater Capital Improvement Projects

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Total Rate Funded CIP	$750,000	$780,000	$811,200	$843,648	$877,394

8.2.3. Existing and Proposed Debt Service

The City currently has no existing debt for the wastewater utility. Raftelis is not proposing any new debt issuances.

8.3. Reserve Targets

The City maintains multiple wastewater enterprise reserve funds.

Operating Reserve – The Operating Reserve is used primarily to meet ongoing cash flow requirements. The City's minimum reserve target is set at 25% of O&M expenses. The maximum target is set at 50% of O&M expenses.

Capital Reserve – The Capital Reserve is used to cover capital costs and any unexpected and unplanned infrastructure repairs and replacements not included in the budget as well as to set aside money for future capital projects. The minimum target is set at 100% of the five-year average of capital projects. The maximum target is set at 300% of the five-year average of capital projects.

Rate Stabilization Reserve – The Rate Stabilization Reserve is used primarily to help reduce an annual revenue adjustment due to short-term spikes in costs. The City's minimum reserve target is set at 25% of rate revenues. The maximum target is set at 50% of rate revenues.

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8.4. Proposed Financial Plan and Revenue Adjustments

The proposed revenue adjustments are necessary to ensure adequate revenue to fund the wastewater enterprises' operating expenses. The first revenue adjustment is effective on July 1, 2026, with each following year effective on January 1. The proposed revenue adjustments would allow the City to cover its O&M costs. The CIP projects are mostly funded through the existing reserves. Table 8-5 shows the proposed wastewater revenue adjustments for the five-year rate-setting period. Even though the wastewater enterprise has adequate reserves, revenue adjustments are still needed to ensure that rate revenues cover operating expenses over the next five years.

Table 8-5: Proposed Wastewater Revenue Adjustments

Effective Date	Adjustment
July 1, 2026	4.0%
January 1, 2027	4.0%
January 1, 2028	4.0%
January 1, 2029	4.0%
January 1, 2030	4.0%

Table 8-6 shows the wastewater cashflow for the study period, taking into account the revenue adjustments shown above in Table 8-5. Line 1 shows the projected wastewater rate-revenue under existing rates. Line 9 shows the total rate-revenue including the proposed revenue adjustments. Line 14 shows total wastewater fund revenue, including miscellaneous revenues and interest. Line 24 shows total O&M expenses. Line 26 shows rate funded capital costs for each year. The wastewater enterprise does not have any current debt service, and Raftelis is not proposing to issue any. Line 28 shows the net cash flow. As shown, each year of the rate-setting period results in a negative cashflow. This is the result of reserves being drawn upon to minimize customer bill impacts.

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Table 8-6: Wastewater Cashflow

Line	Item			FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
1	Revenue Under Existing Rates			$4,054,984	$4,378,781	$4,378,781	$4,378,781	$4,378,781
2	Revenue Adjustments							
3		Adjustment	Mo. Effective					
4	FY 2026	0.0%	12	$0	$0	$0	$0	$0
5	FY 2027	4.0%	12		$175,151	$175,151	$175,151	$175,151
6	FY 2027	4.0%	6		$91,079	$182,157	$182,157	$175,151
7	FY 2028	4.0%	6			$94,722	$189,444	$189,163
8	FY 2029	4.0%	6				$98,511	$196,730
9	FY 2030	4.0%	6					$102,300
10	**Total Rate Revenue**			**$4,054,984**	**$4,645,011**	**$4,830,812**	**$5,024,044**	**$5,217,277**
11	Other Revenue							
12	Other Operating Revenue			$150,800	$152,308	$153,831	$155,369	$156,923
13	Interest Income			$552,567	$386,070	$365,814	$287,206	$213,817
14	**Total Other Revenue**			$703,367	$538,378	$519,645	$442,575	$370,740
15								
16	**Total Revenue**			**$4,758,351**	**$5,183,389**	**$5,350,457**	**$5,466,619**	**$5,588,016**
17								
18	O&M Expenses							
19	Customer Service			$89,000	$91,670	$94,420	$97,253	$100,170
20	Maintenance & Operations			$3,185,302	$3,645,893	$3,766,296	$3,890,697	$4,019,230
21	Sewer - Residential			$946,840	$977,125	$1,008,384	$1,040,650	$1,073,953
22	Sewer - Non-Residential			$341,280	$352,811	$364,734	$377,061	$389,806
23	Capital Projects			$5,650	$5,876	$6,111	$6,355	$6,610
24	**Total O&M Expenses**			**$4,568,072**	**$5,073,376**	**$5,239,945**	**$5,412,016**	**$5,589,770**
25								
26	Rate Funded CIP			$750,000	$780,000	$811,200	$843,648	$877,394
27								
28	**Net Cash Flow**			**-$559,720**	**-$669,986**	**-$700,688**	**-$789,044**	**-$879,147**

Figure 8-1 shows the proposed five-year financial plan for the wastewater enterprise. Status quo revenue is shown by the solid line. Projected revenue is shown by the dashed line. Annual expenditures are shown by the columns. The green bars below the X-axis show reserves are drawn down year to year to fund capital costs. Revenue from current rates is not enough to cover annual operating and maintenance costs. Therefore, revenue adjustments are required to generate sufficient revenue to cover these costs over the study period.

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Figure 8-1: Proposed Wastewater Financial Plan

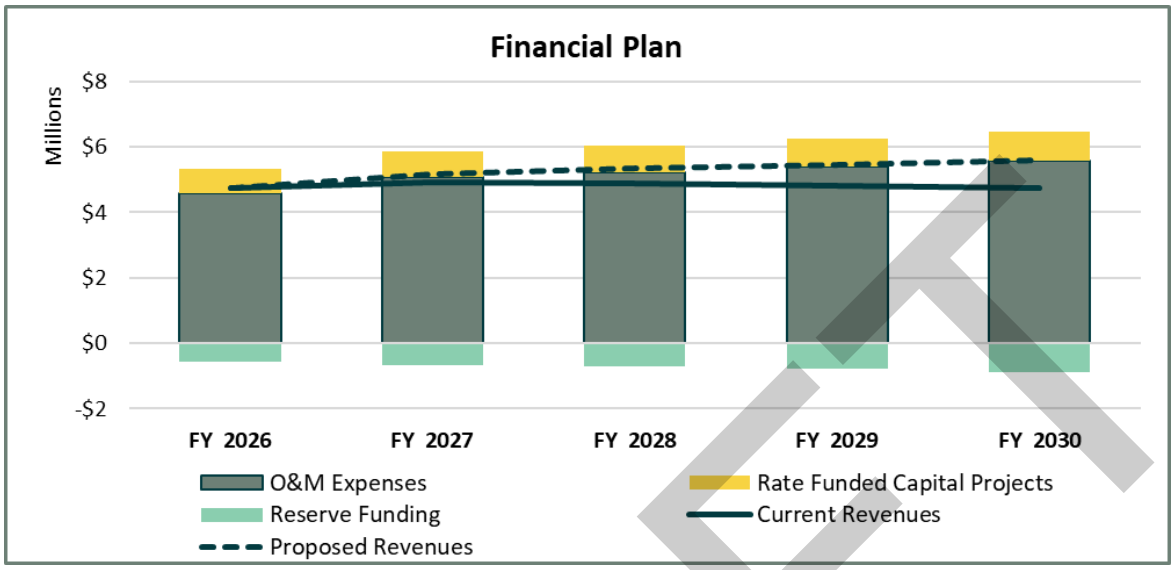


Figure 8-2 shows the projected wastewater capital improvement plan for the study period. The City does not plan to issue debt to pay for future CIP.

Figure 8-2: Projected Wastewater Capital Plan and Funding Sources

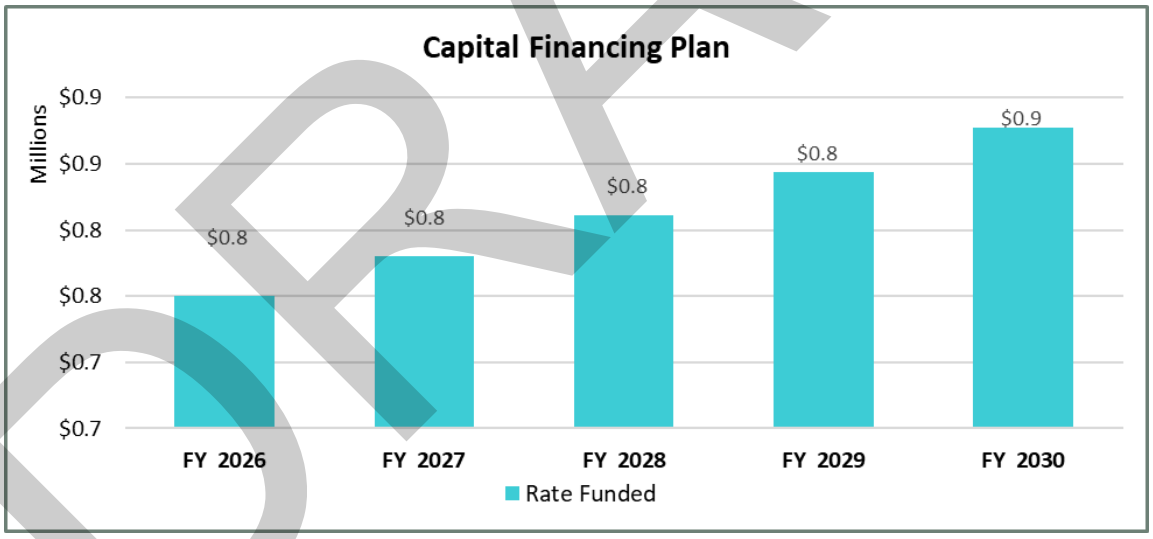
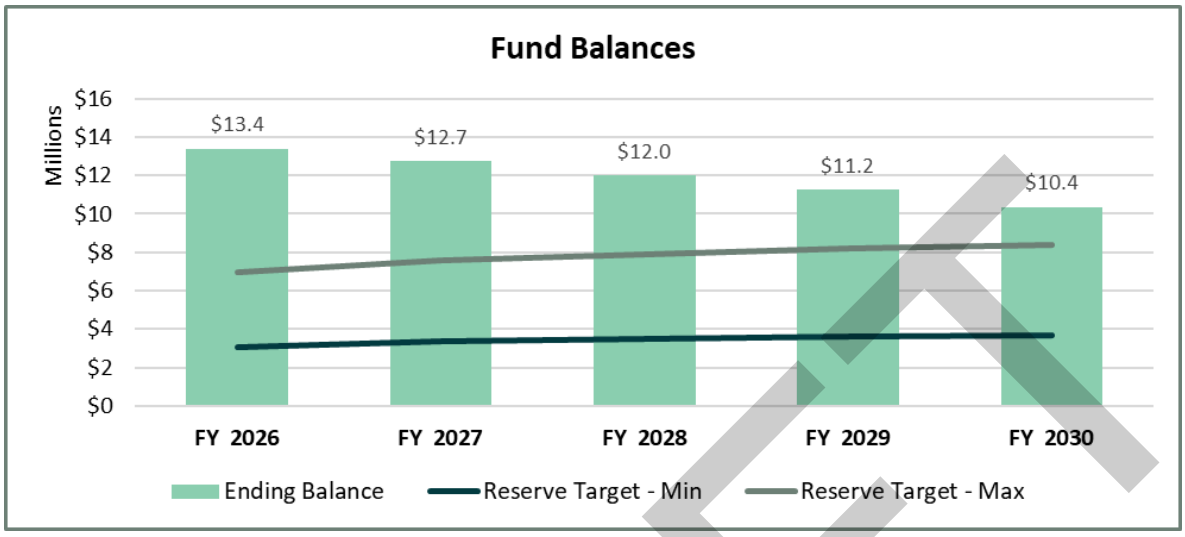


Figure 8-3 shows the projected wastewater enterprise ending balance for each year of the study period. The gray line represents the maximum reserve targets, and the black line represents the minimum reserve targets. The green bars represent the ending fund balance for each year of the study period. The balances are being drawn down to fund the CIP.

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Figure 8-3: Projected Wastewater Fund Ending Balance



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9. Wastewater Cost-of-Service Analysis

The cost-of-service analysis utilized to develop the wastewater rates followed the guidelines for allocating costs outlined in the WEF Manual No. 27.

Using these principles, the revenue requirement is distributed to customers. This section details the cost-of-service analysis for the City's wastewater collection system.

9.1. Revenue Requirement Determination

The first step of the cost-of-service analysis is to determine the revenue requirement for the test year, or rate-setting year. The test year of this study is FY 2026. The total revenue requirement shown in Line 5 is equal to operating expenses (Table 8-6, Line 24), and capital expenses (Table 8-6, Line 26) for FY 2026. Revenue offsets in Line 11 are equal to (Table 8-6, Line 14) for FY 2026. These reduce the total revenue required from rates. The transfer to or from reserves (Line 14) is subtracted to account for the draw from reserves. The adjustment to annualize rate increase (Line 15) is to account for the revenue adjustment occurring part way through the fiscal year and helps determine the rate as if the rate were calculated for the whole year, in this case since the revenue adjustment is applied to the whole year, it is zero. The total revenue to be recovered from rates is equal to Line 5 minus Line 11 and Line 16.

Table 9-1: Wastewater Revenue Requirement

Line	Revenue Requirement - FY 2027	Operating	Capital	Total
1	**Revenue Requirements**			
2	O&M Expenses	$5,073,376		$5,073,376
3	Debt Service		$0	$0
4	Rate Funded CIP		$780,000	$780,000
5	**Total - Revenue Requirements**	**$5,073,376**	**$780,000**	**$5,853,376**
6				
7	**Revenue Offsets**			
8	Other Operating Revenue	$152,308		$152,308
9	Non-Operating Revenue	$0		$0
10	Interest Income	$386,070		$386,070
11	**Total - Revenue Offsets**	**$538,378**	**$0**	**$538,378**
12				
13	**Less Adjustments**			
14	Transfer from (to) Reserves	$669,986		$669,986
15	Adjustment to Annualize Rate Increase	$0		$0
16	**Total - Less Adjustments**	**$669,986**	**$0**	**$669,986**
17				
18	**Total Revenue to be Recovered from Rates**	**$3,865,011**	**$780,000**	**$4,645,011**

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9.2. Operating and Capital Cost Allocation

In order to allocate the City's revenue requirements to cost causation components, Raftelis functionalized expenses.

Table 9-2 shows the functional allocations of O&M expenses and assets. Table 9-3 and Table 9-4 use these percentages by multiplying the total shown in each row, which are the functionalized values, by the corresponding percentage to allocate the costs. Table 9-3 and Table 9-4 show the percentage allocation of costs.

Table 9-2: Wastewater Percentage Allocations

Function	Collection	Customer Service and Fixed Capacity Related Costs	General	Total
Collection	100%			100%
Customer Service		100%		100%
General & Admin			100%	100%

Table 9-3: Wastewater O&M Cost Allocation

O&M Expenses	Collection	Customer Service and Fixed Capacity Related Costs	General	Total
Collection	$4,126,624	$0	$0	$4,126,624
Customer Service	$0	$374,738	$0	$374,738
General & Admin	$0	$0	$572,013	$572,013
Total	**$4,126,624**	**$374,738**	**$572,013**	**$5,073,376**
Operating Allocation %	**81%**	**7%**	**11%**	

Table 9-4: Wastewater Capital Asset Allocation

Asset Allocation	Collection	Customer Service and Fixed Capacity Related Costs	General	Total
Collection	$31,578,205	$0	$0	$31,578,205
Customer Service	$0	$0	$0	$0
General & Admin	$0	$0	$791,568	$791,568
Total	**$31,578,205**	**$0**	**$791,568**	**$32,369,773**
Asset Allocation %	**98%**	**0%**	**2%**	

9.3. Derivation of Units of Service

9.3.1. Unit Costs of Service

Raftelis calculated unit costs for each cost component by assessing the total number of EDUs. Table 9-5 shows the units of service and unit costs calculations for the City's wastewater collection system. General costs are reallocated to Collection and Customer components based on their proportional percentage of the total cost of service. After the reallocation of general costs, the adjusted cost of service is divided by the units of service (EDUs). Since the City charges wastewater accounts on an EDU basis, the net revenue requirement for each cost component is divided by the total number of EDUs to derive the unit cost. The proposed charges per EDU are shown in the last two rows of the table for the annual and monthly costs, respectively. The sum of Columns B, C, and D equals the total cost per EDU shown in Column A. It is important to note that this value is rounded up to the nearest cent in future tables.

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Table 9-5: Units of Service, FY 2027

Customer Class	(A) 2027	(B) Collection	(C) Customer	(D) Revenue Offsets	(E) General	(F) Total
Operating Cost	$4,403,389	$3,581,666	$325,251	$0	$496,473	$4,403,389
Capital Cost	$780,000	$760,926	$0	$0	$19,074	$780,000
Revenue Offsets	$0	$0	$0	-$538,378	$0	-$538,378
Total Cost of Service	**$5,183,389**	**$4,342,591**	**$325,251**	**$0**	**$515,547**	**$4,645,011**
Percent excluding General Costs		93%	7%	0%		
Allocation of General Costs	$0	$479,624	$35,923	$0	$0	$0
Total Cost of Service	**$4,645,011**	**$4,822,216**	**$361,174**	**-$538,378**	**$0**	**$4,645,011**
Units of Service (EDUs)	32,321	32,321	32,321	32,321		
Unit Cost/year	**$143.72**	**$149.20**	**$11.17**	**-$16.66**		
Unit Cost/Month	**$11.98**	**$12.43**	**$0.93**	**-$1.39**		

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10. Wastewater Rates

10.1. Wastewater Test Year Rate Derivation

Raftelis calculated updated wastewater rates for FY 2027. The revenue requirement is divided by the number of EDUs to determine the monthly charge per EDU as shown above in Table 9-5. The total rate is shown in the last line of the column labeled FY 2027. This value is the sum of all rate components.

Currently, multi-family residential accounts are charged 70% of the EDU rate. Raftelis proposes to change this percentage to 89%, based on a dwelling density analysis, which shows the household density of a multi-family residence is roughly 89% that of a single-family residence.

Table 10-1 shows the test year, FY 2027 service charges effective July 1, 2026, for wastewater customers on a per-EDU basis.

Table 10-1: Sewer Services Charge ($/EDU)

EDU Charges	Jul-26
City Local Sewer Services Component ($/EDU)	$11.98
IEUA Sewer Treatment Component (Pass-Through Rate	$29.45

10.2. Proposed Five-Year Wastewater Rate Schedule

Table 10-2 shows the proposed 5-year wastewater rate schedule. July 2026 rates reflect the cost-of-service. Rates for future years equal the FY 2027 rates multiplied by the revenue adjustment for the given year. Rates are rounded up to the nearest cent. San Antonio Heights customers are charged a rate 1.5 times the EDU rate based on an agreement between the City and San Antonio Heights. Wastewater customers also pay a monthly fee to IEUA for treatment. This rate is passed through each year, based on the cost to treat the wastewater. The IEUA FY 2027 charge is effective July 1, 2026. Any increases in IEUA treatment costs will be passed through to customers in July each year as shown below.

Table 10-2: Proposed 5-Year Wastewater Rate Schedule

$/EDU Wastewater Charges	Current	FY 2027	FY 2027	FY 2028	FY 2029	FY 2030
Effective Date		July 1, 2026	January 1, 2027	January 1, 2028	January 1, 2029	January 1, 2030
City Local Sewer Services Charges ($/EDU)	$11.29	$11.98	$12.46	$12.96	$13.48	$14.02
Effective Date		July 1, 2026	January 1, 2027	July 1, 2027	July 1, 2028	July 1, 2029
IEUA Sewer Treatment Component (Pass-Through Rate)*	$25.78	$29.45	$29.45	Pass-through	Pass-through	Pass-through

** The City currently collects $25.78 per EDU for IEUA wastewater treatment services, although IEUA's adopted rate is $27.02 per EDU.*

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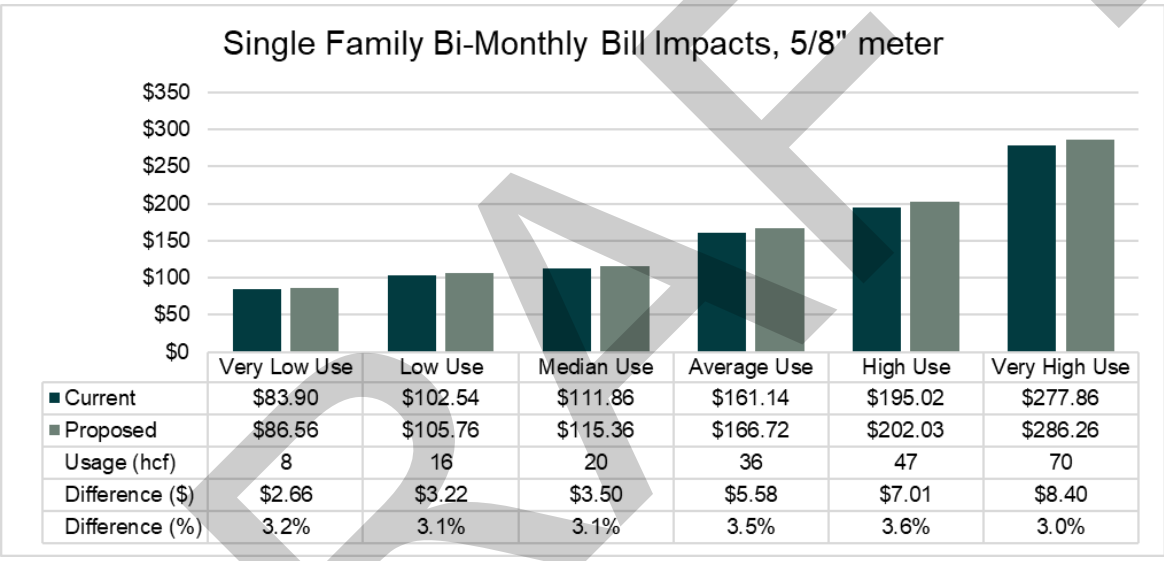
11. Customer Impact Analysis & Neighboring Agency Comparison

11.1. Customer Bill Impacts

11.1.1. Water

Figure 11-1: shows a comparison of a 5/8" meter single-family residential bill at different usage levels for proposed FY 2026 rates, and for current rates.

Figure 11-1: Single-Family Residential Bi-Monthly Bill Impact

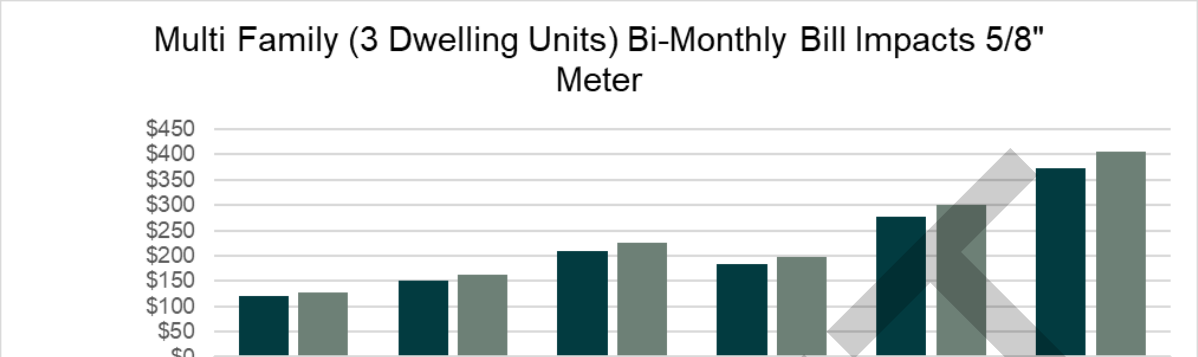


	Very Low Use	Low Use	Median Use	Average Use	High Use	Very High Use
Current	$83.90	$102.54	$111.86	$161.14	$195.02	$277.86
Proposed	$86.56	$105.76	$115.36	$166.72	$202.03	$286.26
Usage (hcf)	8	16	20	36	47	70
Difference ($)	$2.66	$3.22	$3.50	$5.58	$7.01	$8.40
Difference (%)	3.2%	3.1%	3.1%	3.5%	3.6%	3.0%

Figure 11-2 shows a comparison of a 5/8" meter with 3 dwelling units, multi-family residential bill at different usage levels for proposed FY 2026, and for current rates.

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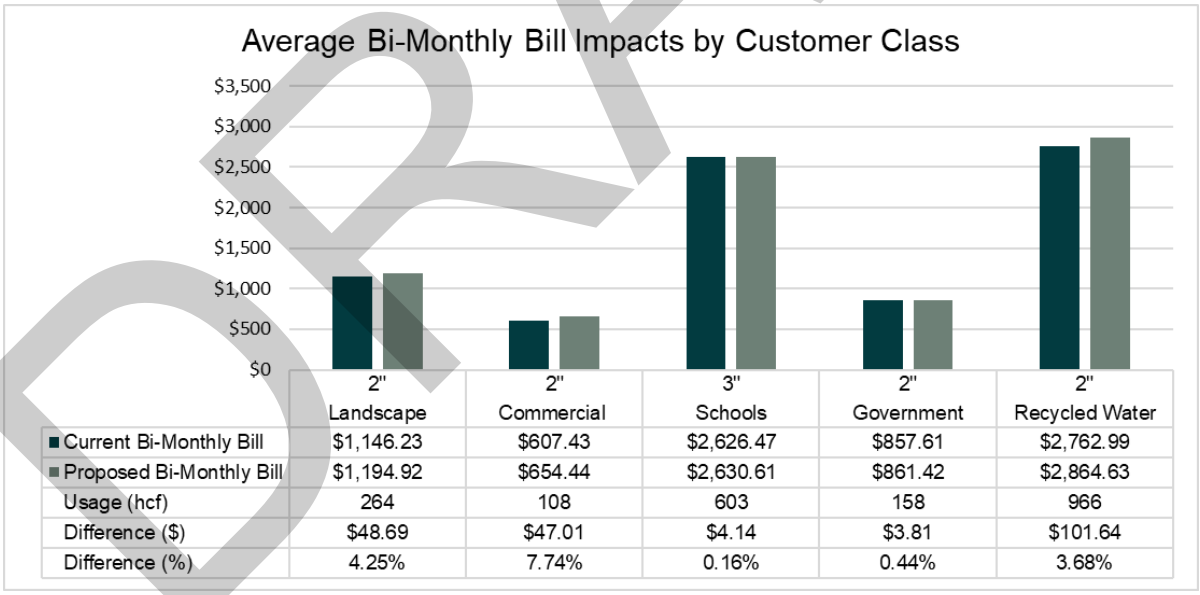
Figure 11-2: Multi-Family Residential Bi-Monthly Bill Impact



	Very Low Use	Low Use	Median Use	Average Use	High Use	Very High Use
Current	$119.52	$151.09	$208.49	$182.66	$277.37	$372.08
Proposed	$127.02	$161.89	$225.29	$196.76	$301.37	$405.98
Usage (hcf)	18	29	49	40	73	106
Difference ($)	$7.50	$10.80	$16.80	$14.10	$24.00	$33.90
Difference (%)	6.3%	7.1%	8.1%	7.7%	8.7%	9.1%

Figure 11-3 shows a comparison of average non-residential customer bills for each customer class under the proposed FY 2026 rates and current FY 2026 rates.

Figure 11-3: Non-Residential Bi-Monthly Bill Impact



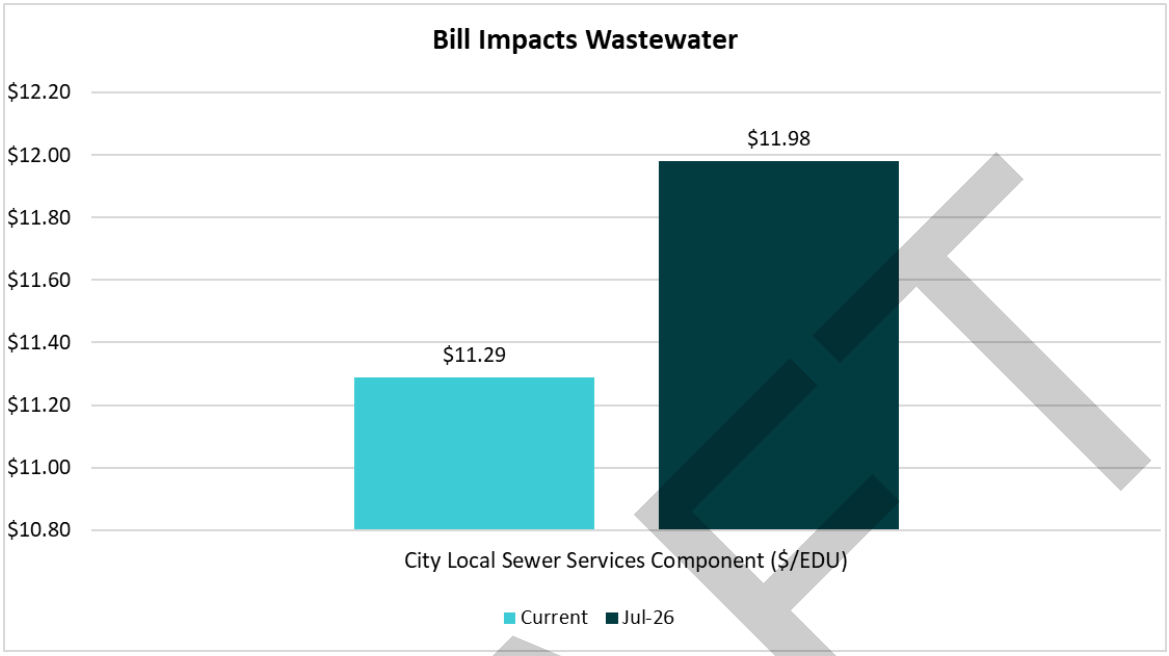
	2" Landscape	2" Commercial	3" Schools	2" Government	2" Recycled Water
Current Bi-Monthly Bill	$1,146.23	$607.43	$2,626.47	$857.61	$2,762.99
Proposed Bi-Monthly Bill	$1,194.92	$654.44	$2,630.61	$861.42	$2,864.63
Usage (hcf)	264	108	603	158	966
Difference ($)	$48.69	$47.01	$4.14	$3.81	$101.64
Difference (%)	4.25%	7.74%	0.16%	0.44%	3.68%

11.1.2. Wastewater

Figure 11-4: shows the monthly bill impact per EDU, comparing current rates to proposed FY 2027 rates.

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Figure 11-4: Wastewater Monthly EDU Charge Bill Impact

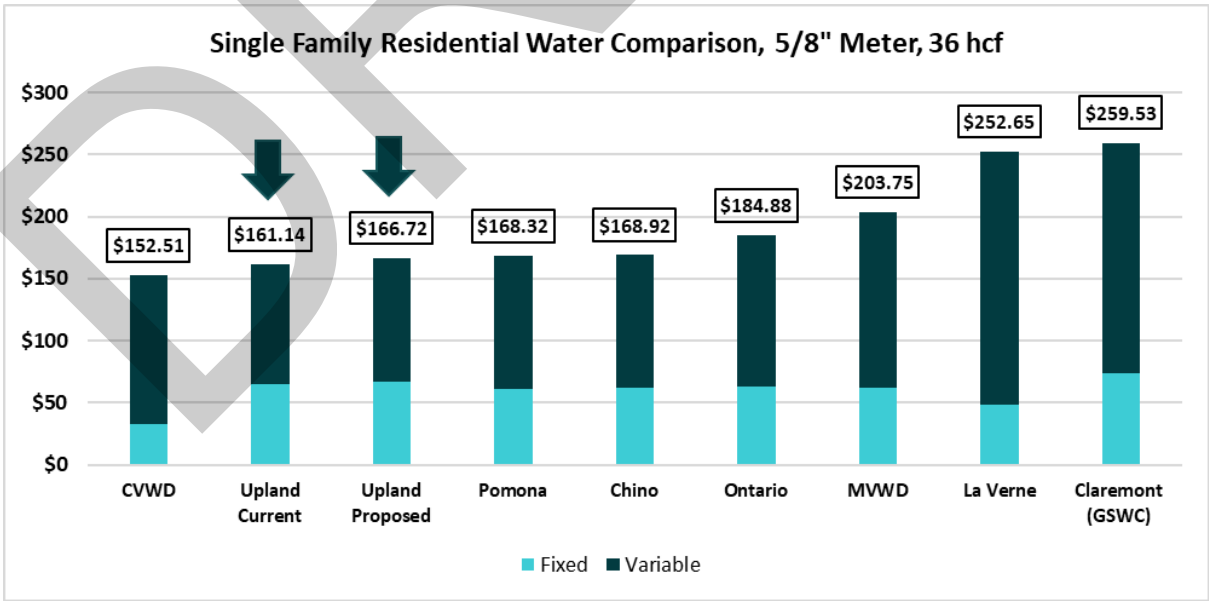


11.2. Neighboring Agency Comparison

11.2.1. Water

Figure 11-5 shows a comparison to neighboring agencies for a single-family residential bi-monthly bill. These comparisons are based on a 5/8" meter and 36 hcf of water consumption over a 2-month period.

Figure 11-5: Neighboring Water Comparison, Single-Family

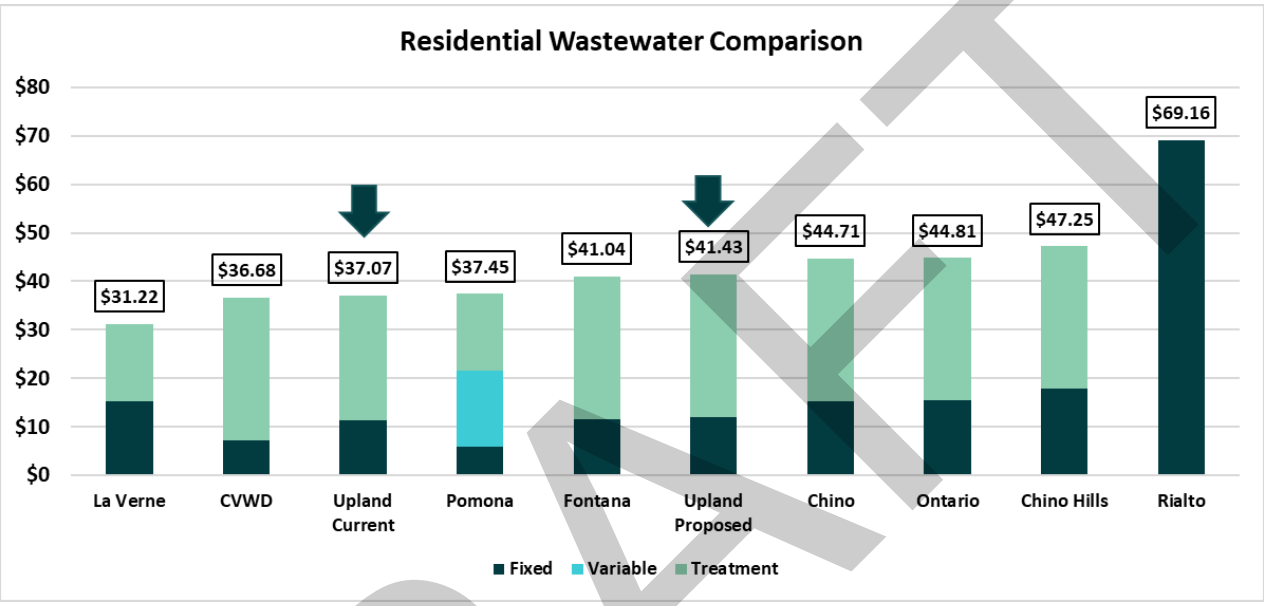


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11.2.2. Wastewater

Figure 11-6 shows a comparison to neighboring wastewater agencies for a single-family residential monthly bill. These comparisons are for one EDU or assume 18 hcf of wastewater discharge for a single-family residence.

Figure 11-6: Neighboring Wastewater Comparison, Single-Family



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Proposition 218 Notice: Utility Rate Study and Cost of Service Review

Public Works

City Council Meeting

March 23, 2026

Damien R. Arrula, Assistant City Manager

Richard Gonzales, Deputy Director of Public Works – Utilities

What Council Is Being Asked To Do Tonight

- Set Public Hearing Date
  - June 8, 2026
- Authorize Mailing of Proposition 218 Notices
- Begin Public Input & Protest Process
- No Rates Are Being Adopted Tonight



System Background

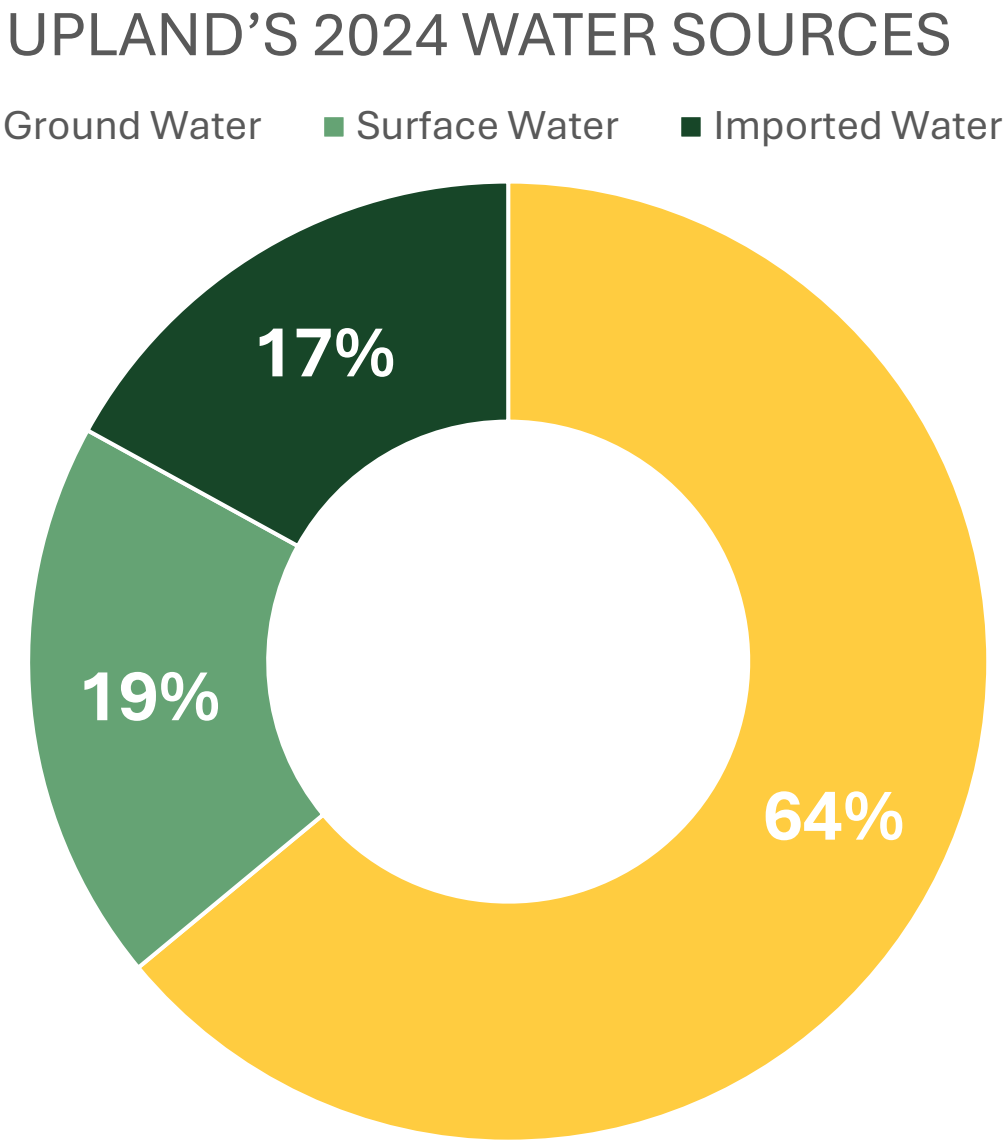


Background – Water Service Area



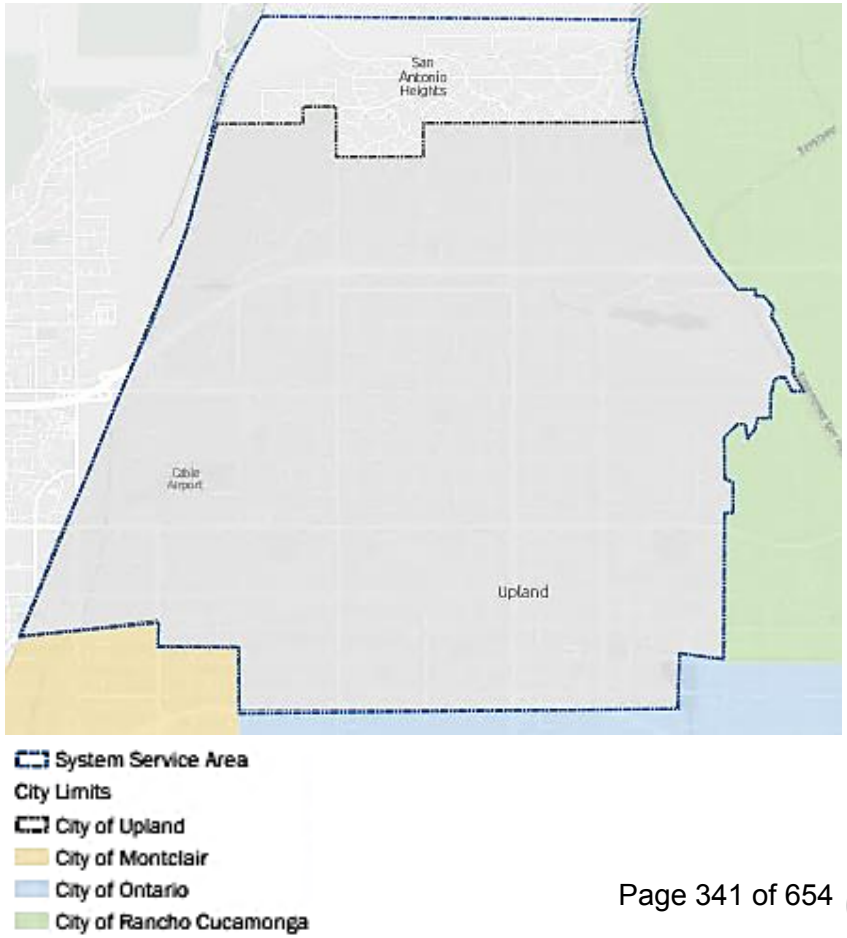
- Access to local and imported water supply resources
  - Groundwater rights in Chino Basin, Cucamonga Basin, and Six Basins
- Majority shareholder in West End Consolidated Water Company and San Antonio Water Company
  - Canyon Water – surface water treated at the City's San Antonio Water Treatment Plant

Background – Water Portfolio



Background – Wastewater Collection System

- City-owned wastewater collection system
- Wastewater sent to Inland Empire Utilities Agency (IEUA)
- Upland is one of several contract cities
  - Discharge compliance
  - Must meet strict discharge limits
- Ensures public and environmental safety
- Treated wastewater available to purchase as recycled water



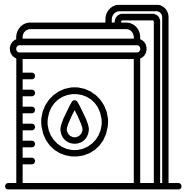
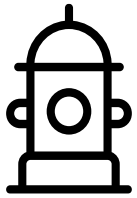
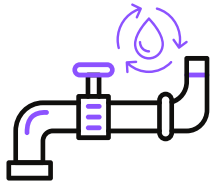
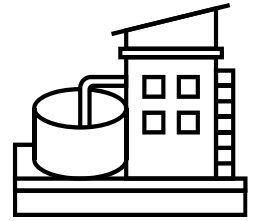
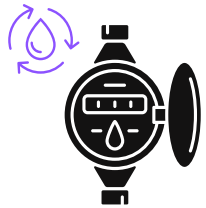
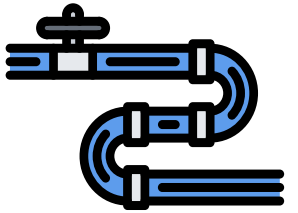
Background – Recycled Water System

- City's recycled water supplied by IEUA
- Tertiary treated (per Title 22 regulatory standards)
  - Safe for non-potable use: parks, medians, golf courses
  - Groundwater recharge boosts groundwater supply and drought resilience
- Critical benefits
  - Reduces imported water demand
  - Improves local water supply reliability and long-term sustainability

CITY OF UPLAND

Inland Empire Utilities Agency
A MUNICIPAL WATER DISTRICT

By the Numbers:

 23,450 Water Meters	 13 Water Reservoirs	 200 Fire Hydrants	 3.3 Miles of Recycled Water Lines	 6 Million Gallons Per Day Treatment Plant
 20,500 Water Samples Taken Annually	 11 Active Wells	 210 Miles of Sewer Line	 46 Recycled Water Meters	 439 Miles of Water Lines



Rate Study Scope & Considerations

Background – Consultant

RAFTELIS

190+
Consultants

32+ Years
Serving the Public Sector

1,700+
Public Agencies Assisted



Sudhir Pardiwala, PE

45+ years of experience

Supported rate and financial studies for 100+ agencies across California, Oregon, Washington, Nevada, and Arizona.



Nick Kennedy

3+ years of experience

Supported rate and financial studies for Inglewood, Seal Beach, Manhattan Beach, Fountain Valley, Ventura, and Oxnard.

Depth and Scope of This Study



- Comprehensive water, recycled water, and wastewater analysis
- Included:
  - Financial plans
  - Cost-of-service analyses
  - Five-year rate schedules
  - Customer impact analysis
  - Reserve policy evaluation
- Conducted using:
  - AWWA & WEF industry standards
  - Proposition 218 legal requirements

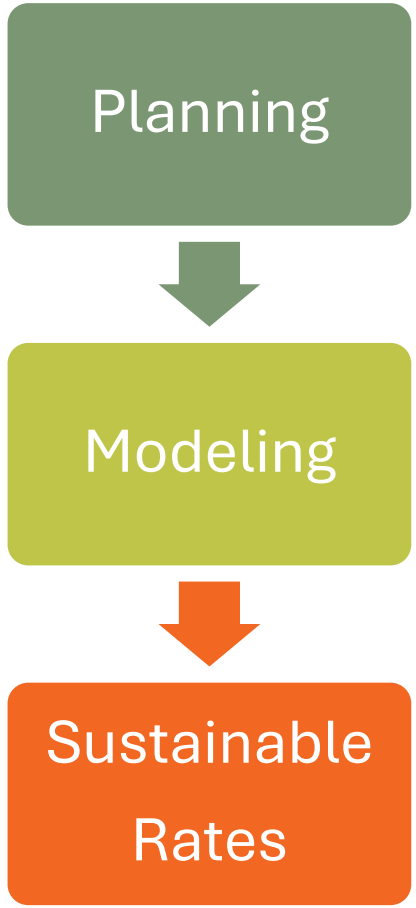
Master Plan Integration into the Rate Study

First rate study in over a decade to directly integrate updated utility master planning into financial modeling and rate development.

This allows the rate to reflect:

- Actual system condition and remaining asset life
- Current and upcoming regulatory requirements
- Community growth and future service demand
- Long-term infrastructure replacement needs

The rate study determines how we responsibly fund those needs over time.



Long-Range Planning & Rate Study Timeline

Master Plan History

2025 Wastewater and Water Master Plans Adopted

2010 Water System Master Plan

2008 Recycled Water Master Plan

2007 Water System Master Plan

2006 Sewer Master Plan

1992 Water Master Plan

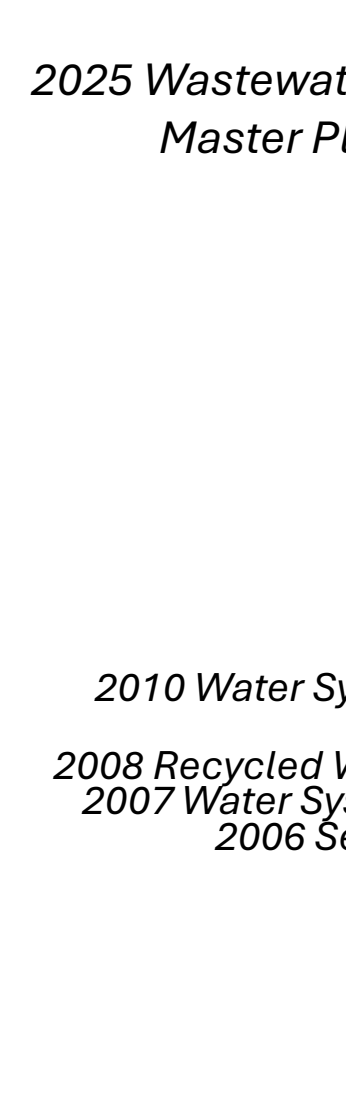
Rate Study History

2026 Utilities Rate Study

2020 Water and Recycled Water Rate Study

2018 Water and Recycled Water Rate Study

2014 Water & Recycled Water Rate Study

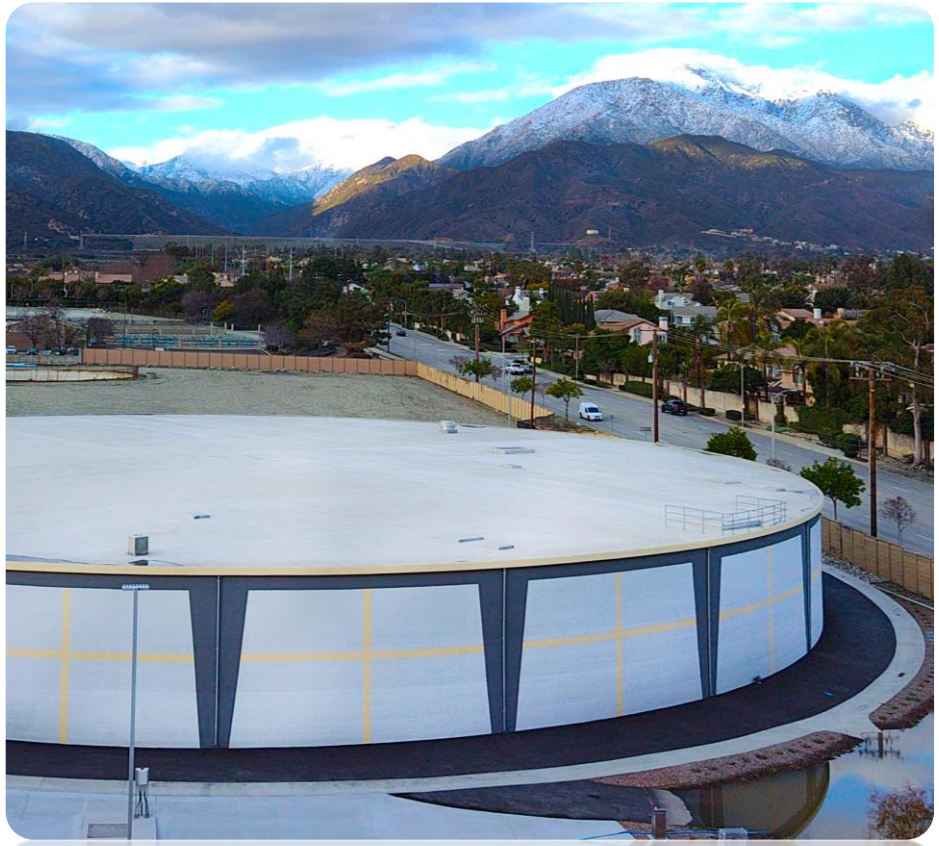


Current rate study is directly informed by updated utility master planning

Why a Rate Study Is Necessary

System & Financial Drivers

- Completion of comprehensive water, recycled water, and wastewater master plans
- Rising costs for:
  - Purchased water
  - Operations & maintenance
  - Federal & State mandates
  - Comprehensive capital replacement and rehabilitation
- Aging infrastructure
- Sufficient funding for long-range planning
- Need for long-term fiscal sustainability



How Utility Services Are Funded

Water and Wastewater utilities operate as Enterprise Funds

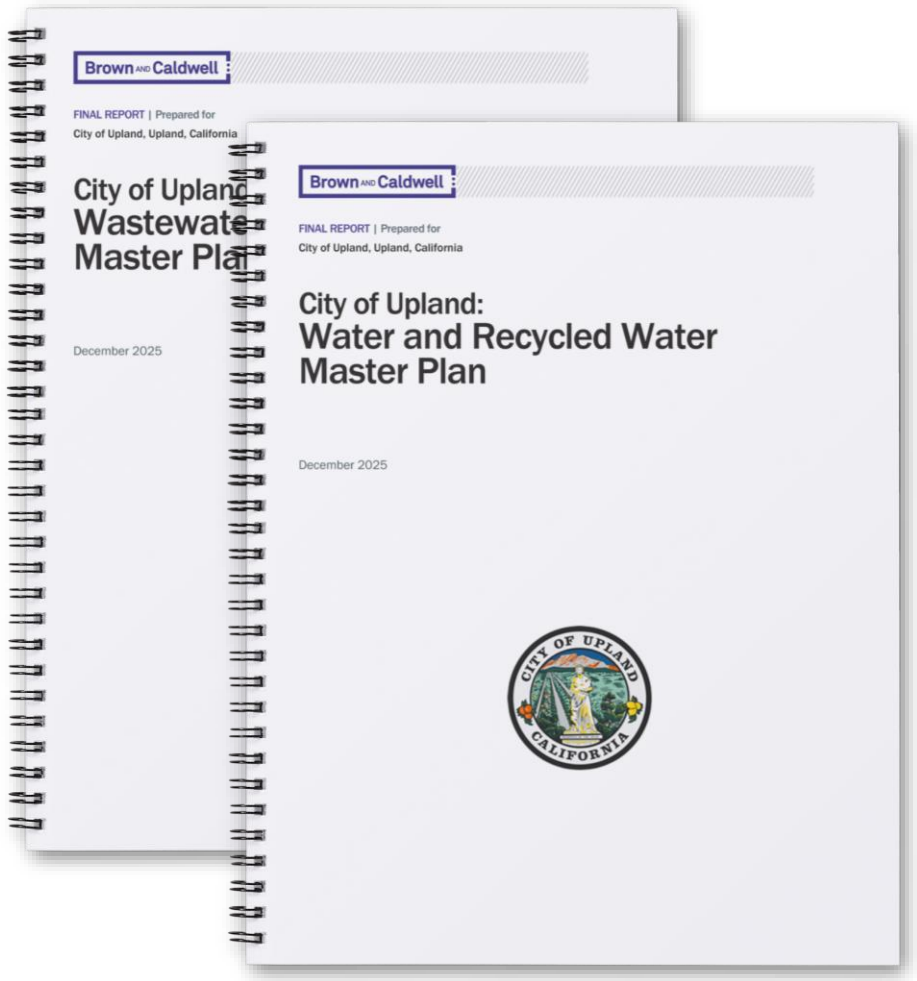
- Unlike the General Fund, Enterprise Funds are supported primarily through user rates and charges
- Rate revenues fund:
  - Operations and maintenance
  - Capital replacement and rehabilitation
  - Debt service obligations
  - Required reserve levels
  - Forever Chemicals & Chemicals of Emerging Concern (PFAS, PFOA, CECs, etc.)

This structure ensures the City's utility operation remains sustainable.

Masterplan Integration



Masterplan Foundations



Planning Documents Used

- Water Master Plan
- Recycled Water Master Plan
- Sewer (Wastewater Collection) Master Plan
- Capital Improvement Program (CIP)

These plans identified:

- System deficiencies
- Required infrastructure investments
- Regulatory and reliability needs

Water & Recycled Water Master Plan – Key Findings

Water & Recycled Water System Needs

- Aging pipelines, reservoirs, and facilities
- Continued reliance on:
  - Local groundwater
  - Imported water supplies
- Recycled water system expansion and maintenance

Need for:

- Capital reinvestment
- Emergency preparedness
- Long-term supply reliability



Wastewater Master Plan – Key Findings

Wastewater Collection System Needs

- Approximately 200+ miles of sewer pipelines
- Ongoing maintenance and rehabilitation required
- Increased costs for:
  - System repairs
  - Regulatory compliance
  - Conveyance agreements
- Importance of maintaining reserve levels for emergencies





Rate Financial Impact & Considerations

Financial Health: Status Quo vs Action



What Happens If Rates Are Not Adjusted

- Water Fund:
  - Reserves fall below minimum targets by FY 2029
  - Difficulty meeting debt service requirements
- Wastewater Fund:
  - Reserves depleted by FY 2034
- Increased risk of:
  - Deferred maintenance
  - Aging infrastructure – Reactive vs Proactive
  - Larger future rate increases
  - Service reliability issues

First-Year Adjustment Explained

- Cost-of-service analysis identified certain customer classes were not aligned with their proportional cost of service
- Prior rate structure resulted in cross-subsidization between customer groups
- First-year adjustments realign each class with its actual cost of service
- Years 2-5 reflect uniform annual adjustments

First-Year

Based on average usage by account type.

Customer Class	Meter Size	Usage (hcf)	Current Bi-Monthly Bill	Proposed Bi-Monthly Bill	Difference ($)	Difference (%)
Single Family	5/8"	36	$161.14	$166.72	$5.58	**3.46%**
Multi Family (3 Dwelling Units)	5/8"	40	$182.66	$196.76	$14.10	**7.72%**
Landscape	2"	264	$1,146.23	$1,194.92	$48.69	**4.25%**
Commercial	2"	108	$607.43	$654.44	$47.01	**7.74%**
Schools	3"	603	$2,626.47	$2,630.61	$4.14	**0.16%**
Government	2"	158	$857.61	$861.42	$3.81	**0.44%**
Recycled Water	2"	966	$2,762.99	$2,864.63	$101.64	**3.68%**

Years 2-5

Predictable, modest annual adjustments to maintain system stability and avoid future spikes.

- 5% annual adjustment – Effective January 1, 2027
- 5% annual adjustment – Effective January 1, 2028
- 5% annual adjustment – Effective January 1, 2029
- 5% annual adjustment – Effective January 1, 2030



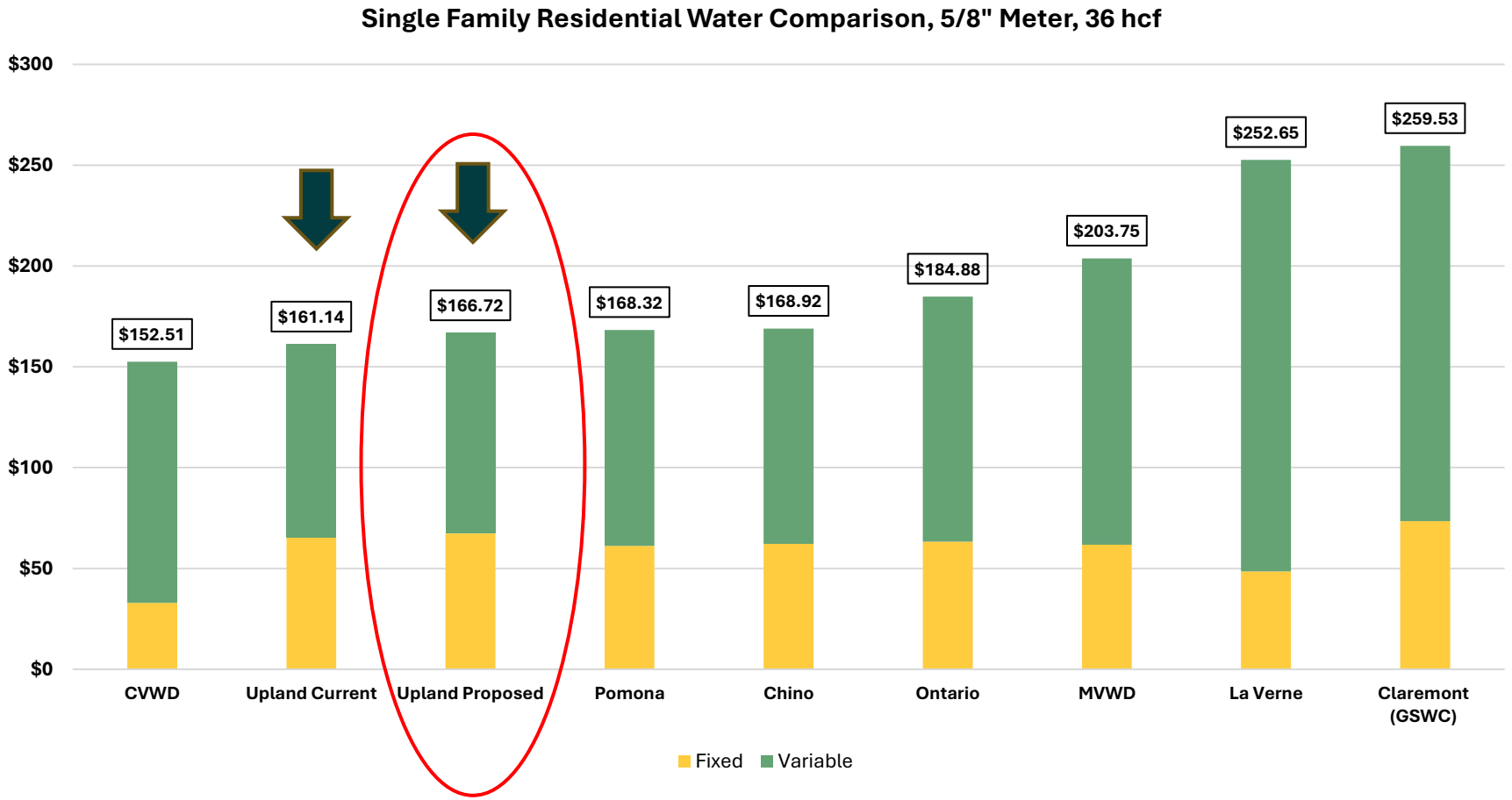
Proposed Five-Year Water Rate Schedule, Volumetric ($/hcf)

Commodity Charges	Current	Proposed FY 2027	Proposed FY 2027	Proposed FY 2028	Proposed FY 2029	Proposed FY 2030
Effective Date		July 1, 2026	January 1, 2027	January 1, 2028	January 1, 2029	January 1, 2030
Revenue Adjustments		**Variable/ Class***	**5.0%**	**5.0%**	**5.0%**	**5.0%**
Single Family						
Tier 1	*$2.33*	$2.40	$2.52	$2.65	$2.79	$2.93
Tier 2	*$3.08*	$3.21	$3.38	$3.55	$3.73	$3.92
Tier 3	*$3.68*	$3.73	$3.92	$4.12	$4.33	$4.55
Multi Family	*$2.87*	$3.17	$3.33	$3.50	$3.68	$3.87
Landscape	*$3.17*	$3.34	$3.51	$3.69	$3.88	$4.08
Commercial	*$2.76*	$3.16	$3.32	$3.49	$3.67	$3.86
Schools	*$3.38*	$3.29	$3.46	$3.64	$3.83	$4.03
Government	*$3.47*	$3.47	$3.65	$3.84	$4.04	$4.25
Recycled Water	*$2.54*	$2.64	$2.78	$2.92	$3.07	$3.23

**Rates variable for each usage class*

Regional Rate Comparison

Water Rate



Rates shown as of July 1, 2025.

IEUA Pass-Through Charges





What Is a Pass-Through Charge?

A pass-through charge is a cost the City pays to an external wholesale or treatment agency, in this instance IEUA, and then bills to customers **without markup or profit**. These separate charges are considered pass-through charges, and the City does not control them.



IEUA's Services

- Regional wastewater treatment
- IEUA establishes the regional wastewater treatment rate
- Develop and manage regional water resources, including recycled water and groundwater recharge

IEUA Pass-Through Background

- IEUA establishes regional wastewater treatment rates
- City of Upland acts as the billing and collection agent
- Pass-through charges reflect actual IEUA costs. IEUA recent charges to retail customers, such as Upland, have been on a biannual basis.
- City rate studies and most utilities follow a five-year cycle. IEUA's recent practice of biannual rate increases creates challenges for implementation of rate adoptions and sufficient time to notify rate payers.
- Timing differences can create pressure for larger, less predictable adjustments and create confusion for rate payers on rates the City does not control



IEUA Wastewater Treatment Rates

IEUA Pass-Through Charges

- IEUA adopted an 18% rate increase over the past two years
  - Effective July 1, 2026 – 9%
  - Effective July 1, 2027 – 9%
- Passed through as a separate line item

IEUA Pass-Through Wastewater Rate Schedule					
Effective Date	**Current**	**July 1, 2026**	**July 1, 2027**	**July 1, 2028**	**July 1, 2029**
IEUA Sewer Treatment Component (Pass-Through Rate)*	$27.02	$29.45	TBD	TBD	TBD

*** The City currently charges only $25.78 for IEUA, although IEUA's current rate is $27.02 per EDU.**

IEUA Pass-Through Authority

- Resolution No. 6676 authorized IEUA pass-through adjustments through June 30, 2026, allowing the City to reflect IEUA treatment cost increases in sewer rates, with any single increase not to exceed 7%.
- Fully in compliance with Proposition 218
- Pass-through authority allows the City to plan ahead and maintain rate stability for customers
- IEUA recently adopted 9% increases in each of the last two FYs
- Given IEUA's recent rate increases, coupled with biannual rates inconsistent with most utilities, staff is recommending a 15% pass-through authorization
- Allows the city utility to conduct pass-throughs while reducing administrative burden

Proposed Five-Year Sewer Rates

- 4% per year uniform rate adjustment

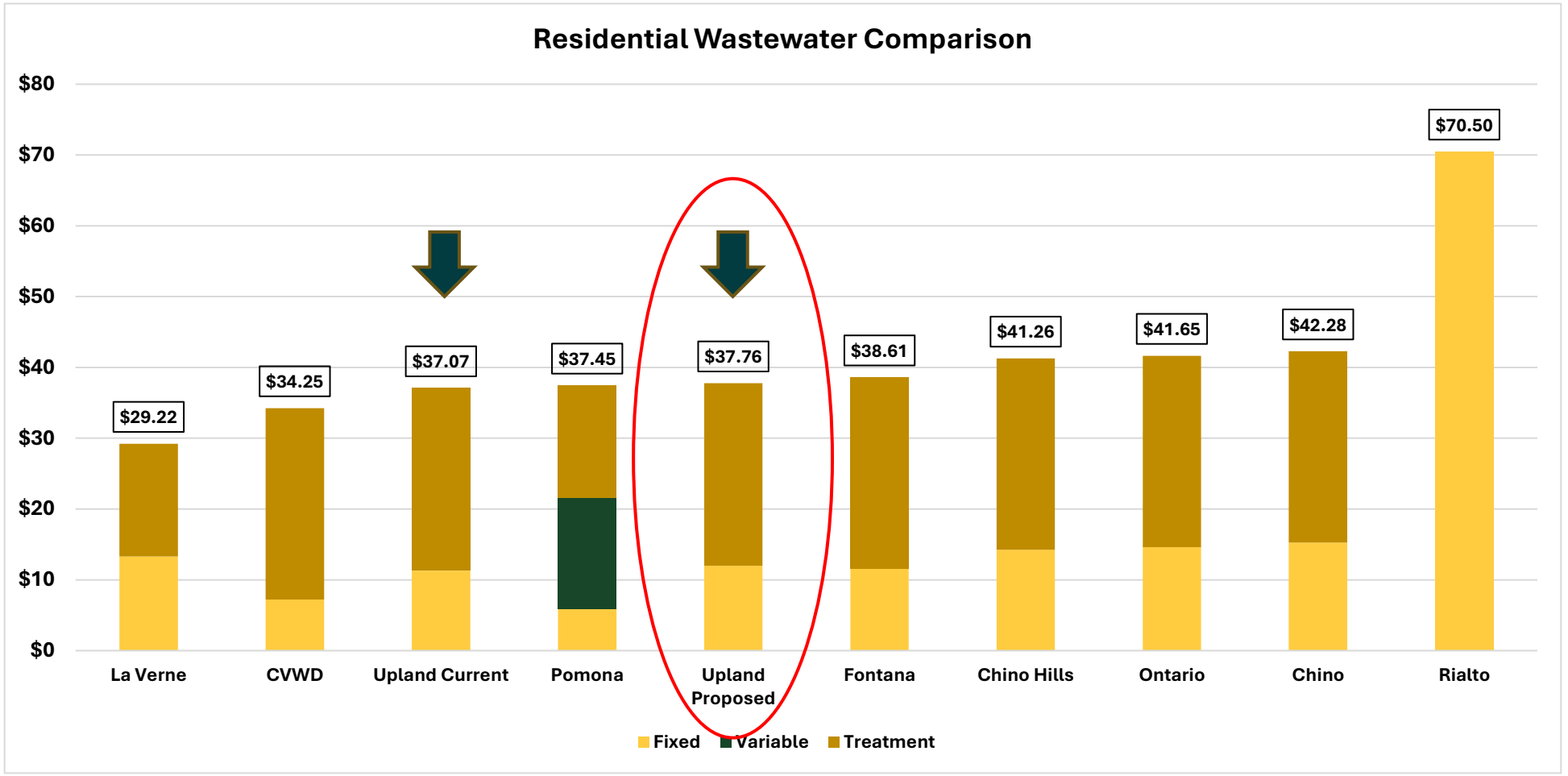
Monthly Charges and Rates	CURRENT	Effective 7/1/2026	Effective 1/1/2027	Effective 1/1/2028	Effective 1/1/2029	Effective 1/1/2030
City Local Sewer Service Charges (Per EDU*)	$11.29	$11.98	$12.46	$12.96	$13.48	$14.02
IEUA Sewer Treatment Component (Pass-Through Rate)**	$25.78**	$29.45	$29.45	Pass-through	Pass-through	Pass-through
Total	$37.07	$37.76	$41.91	TBD	TBD	TBD

**The current EDU for multi-family customers is 0.7 per dwelling unit. Based on the actual housing density (number of people per household), the EDU for multi-family will be 0.89 EDU.*

*** The City currently charges only $25.78 for IEUA even though the IEUA current rate is $27.02 per EDU.*

Regional Rate Comparison

Sewer Rate



*Approximate - Rounded to the nearest percentage point.

Balancing Cost Pressure & Customer Stability



Long-Term Fiscal Sustainability

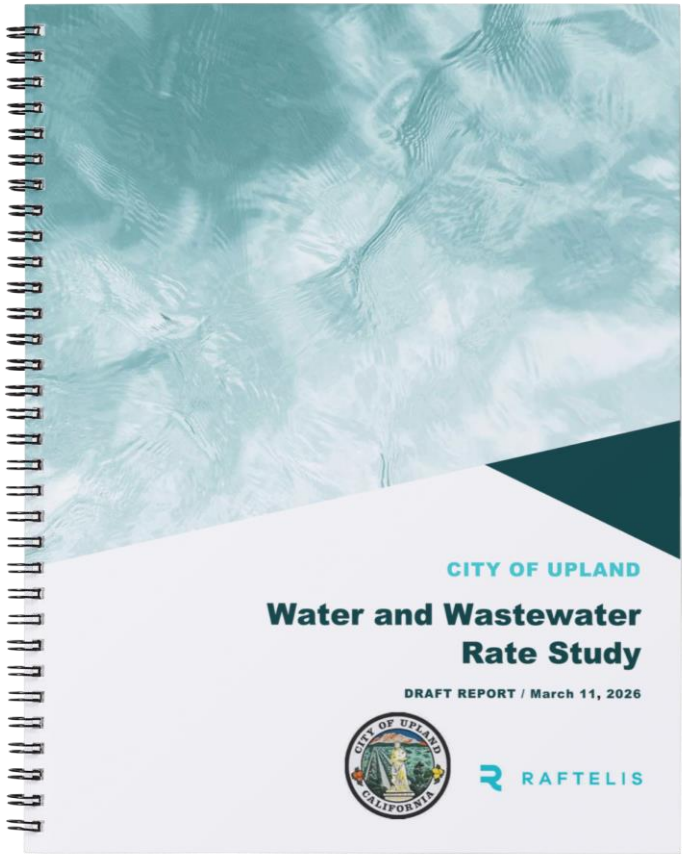
- Prior Councils deferred certain rate adjustments
  - January 1, 2020 Rate Adjustment
    - Deferred on December 9, 2019
    - Deferred on March 9, 2020
    - Deferred on October 26, 2020
    - Implemented on August 9, 2021
  - January 1, 2022 Rate Adjustment
    - Approved February 27, 2023 but delayed until May 1, 2023
- Deferrals provide short-term customer relief but generate long-term fiscal impacts
- Current phased approach:
  - Stabilizes utility finances
  - Supports infrastructure reinvestment
  - Avoids larger future rate spikes

Goal: responsible and sustainable utility funding

Customer Impact & Affordability

Balancing Cost & Prudent Implementation

- Phased increases over five years
- Avoids sudden rate shocks to rate payers
- Generally, rates remain lower in many categories
- Maintains safe, reliable, and compliant utility services



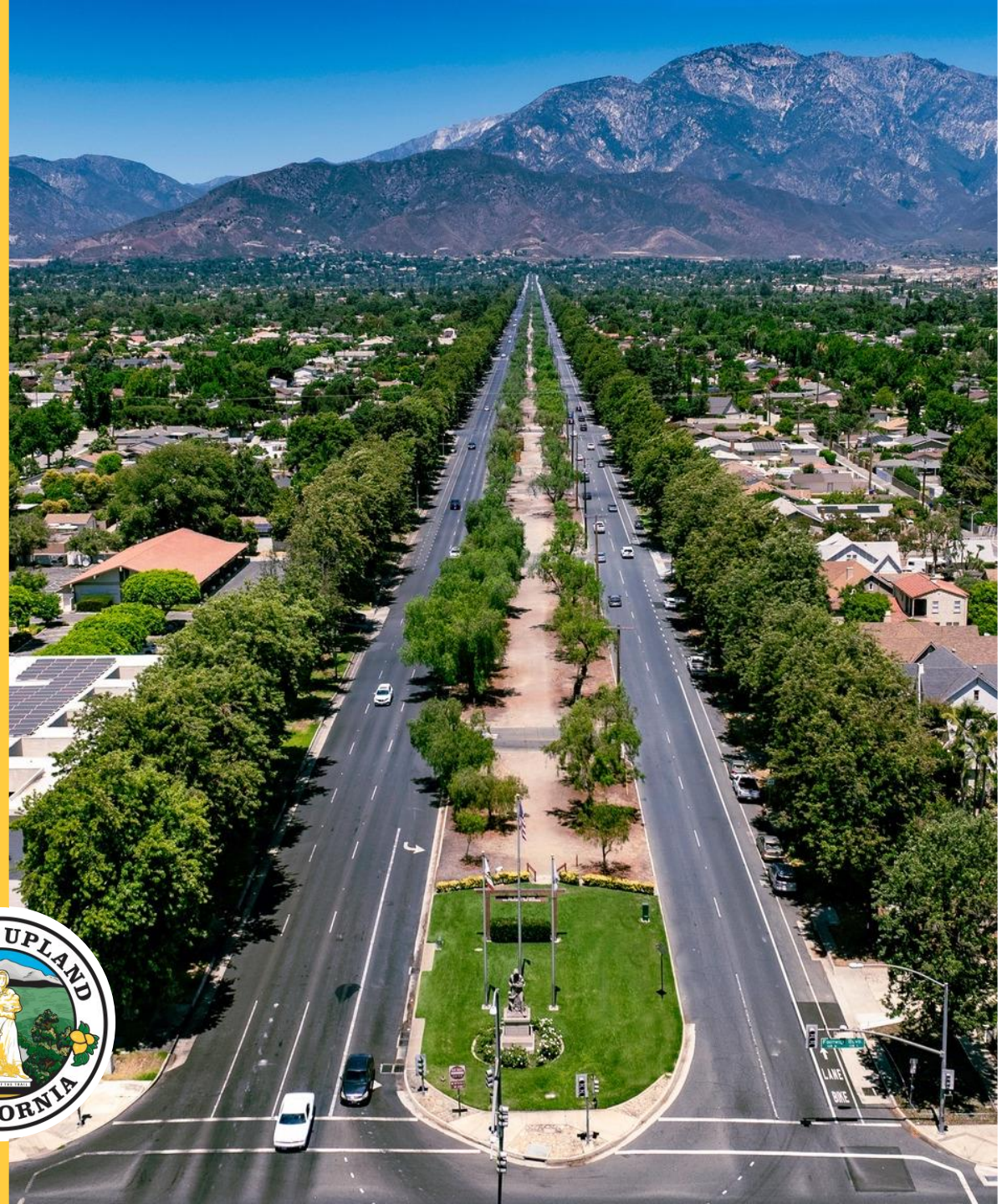
Proposition 218 Process



What Happens Next

- Proposition 218 notices mailed
- 45-day public review period
- Public hearing tentatively on June 8, 2026
- Written protests counted
- Council may adopt rates if no majority protest

Image above is of the draft 218 notice and not representative of the actual document.



Prop 218 Notice Schedule

- Council Meeting
  - March 23, 2026
- Public Hearing:
  - June 8, 2026—tentatively
- Prepared with Raftelis Financial Consultants

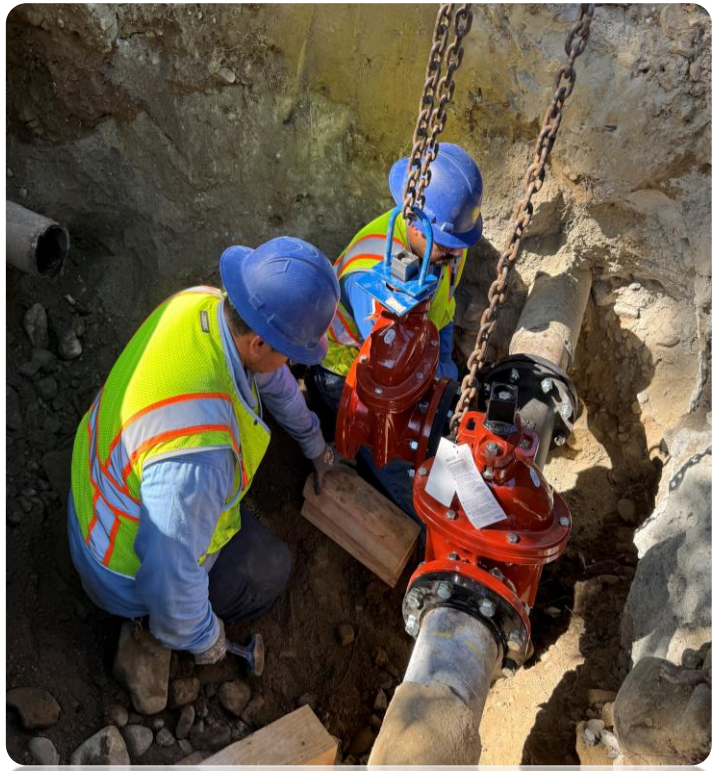
Summary

- Rate studies are the most comprehensive to date
- First rate study to consider establishment of comprehensive reserve policies
- Rates tied directly to cost of service
- City and IEUA charges are separate
- City sewer increases are conservative
- Action tonight starts the public process



Staff Recommendation

- Tentatively set a public hearing for June 8, 2026 to consider proposed water, recycled water, and sewer rate adjustments
- Direct staff to distribute the Proposition 218 notice
- Receive and file the Water, Recycled Water, and Wastewater Rate Study
- Consider and approve the recommended rate schedules and related adjustments, with proposed effective dates of July 1, 2026



Thank you!

CITY OF
UPLAND



NOTICE TO PROPERTY OWNERS & CUSTOMERS

This Notice is provided by the City of Upland in accordance with Article XIII D, Section 6 of the California Constitution (Proposition 218), which requires the City to notify property owners of record with City water and/or sewer connections of proposed water, recycled water, and sewer rate adjustments and their right to protest.

The Upland City Council will conduct a Public Hearing on Monday, June 8, 2026, at 6:00 p.m., to consider adopting proposed rate adjustments to the City's current water, recycled water, and sewer service charges. All interested persons are invited to attend the Public Hearing. The City Council will hear and consider all oral testimony and written materials submitted regarding the proposed rate adjustments at the Public Hearing. In the absence of a majority protest, the City Council has the authority to adjust the proposed water, recycled water, and/or sewer rates in response to oral testimony and written materials submitted for consideration, provided adjustments do not increase rates beyond those proposed in this Notice. If adopted by the City Council, the proposed rate adjustments will become effective on July 1, 2026, with annual local rate adjustments on January 1 of each year from 2027 through 2030, and with authorization to pass through wholesale rate increases as they are imposed upon the City by its wholesale service providers.

Reasons for Proposed Rate Adjustments

The City is committed to providing safe and reliable water, recycled water, and sewer services, now and in the future. Effective financial management of our water, recycled water, and sewer systems is essential for long-term resilience, public health & safety and maintaining the high-quality of life we have come to expect in Upland. However, aging infrastructure, rising costs for water supplies, evolving regulations, and inflation pose financial and operational challenges. Costs incurred by the City to operate, maintain, repair, and replace water and sewer infrastructure such as wells, pipes, pumps, and other essential facilities continue to increase.

Reasons for Proposed Rate Adjustments (continued)

The majority of funds required to operate and invest in our water and sewer systems come directly from the rates customers pay for service. Revenues from current rates are no longer adequate to support operations and fund the much-needed system improvements and maintenance planned over the next 5 to 10 years. Per state law, revenues generated from rate increases must only be used to fund the costs to provide the service, including operations and maintenance, capital improvements, the cost of debt to finance capital equipment, and maintaining cash and emergency reserves.

With costs continually outpacing revenues in recent years, the City enlisted utility finance experts to examine our costs to operate each system. The study looked at operating and capital costs and revenue needed to ensure the financial stability of water and sewer services in the years to come, including funding reserves to manage financial risks. Reserves help address challenges such as drought conditions, emergency repairs, natural disasters, increased costs for purchasing water, and aging infrastructure that is at or near the end of its useful life, all while continuing to provide high-quality service.

The rate study revealed a revenue shortfall and the need for annual rate increases over the next five years. This Notice summarizes the rate study findings and proposed rate adjustments that the Upland City Council will consider to the City's water, recycled water, and sewer service charges over the next 5 years. The proposed changes to water and sewer rates and charges are necessary to:

- Address rising costs of wholesale water supply, utilities, chemicals, and supplies.
- Replace and modernize our aging infrastructure to prevent breaks and service disruptions and improve system resiliency.
- Meet minimum debt service requirements and fund emergency/unplanned expenses.
- Invest in advanced water treatment systems to comply with evolving state and federal regulations, including removal of per- and polyfluoroalkyl substances (PFAS) and other Chemicals of Emerging Concern (CECs), to protect public health and maintain safe drinking water quality. For more information, visit the U.S. Environmental Protection Agency (EPA) at www.epa.gov/pfas and www.epa.gov/wqc/contaminants-emerging-concern-including-pharmaceuticals-and-personal-care-products.

What Happens If the City Does Not Raise Rates?

Current rates are not sufficient to sustain the utility enterprise funds. Investment in critical infrastructure would need to be deferred, which could place the City's aging systems in a vulnerable status. Deferring maintenance and improvements could result in higher costs and possible increased regulatory oversight and fines by permitting agencies, as well as creating increased risk of operational interruptions to customers.

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How Did the City Determine the Proposed Rates and Charges?

The proposed rates will ensure the City collects sufficient revenue to cover operating and capital expenses to maintain high-quality, reliable water and sewer services that customers rely upon. The proposed rates were determined based on the projected revenue needed to fund:

- **Operations and Maintenance**, such as purchased water, supplies, chemicals, electricity, etc.
- **Capital Improvements**, such as large projects to repair/replace pipes, wells, pump stations, and equipment.
- **Debt Service** to pay back loans.
- **Reserves** to meet minimum debt service requirements and fund emergency or unplanned expenses.
- **Water Treatment** for forever chemicals and CECs.



Proposed Water Rates

The City's water rate structure includes a fixed charge and a volumetric rate shown in the tables below.

TABLE 1: Proposed Schedule Rate Adjustments of Bi-Monthly Water Volumetric Rates

Table 1 shows the volumetric rate, which is the amount each customer pays per one hundred cubic feet of water consumption, which is about 748 gallons of water used. The tier rates shown for single-family homes represent different levels of water usage, with tier 1 being lower use and tier 3 being higher use.

Volumetric Rates (per 748 gallons)	**Current**	**Effective 7/1/2026**	**Effective 1/1/2027**	**Effective 1/1/2028**	**Effective 1/1/2029**	**Effective 1/1/2030**
Single-family						
Tier 1 (0-20 hcf)	$2.33	$2.40	$2.52	$2.65	$2.79	$2.93
Tier 2 (21 – 50 hcf)	$3.08	$3.21	$3.38	$3.55	$3.73	$3.92
Tier 3 (51 hcf and greater)	$3.68	$3.73	$3.92	$4.12	$4.33	$4.55
Multi-family	$2.87	$3.17	$3.33	$3.50	$3.68	$3.87
Landscape	$3.17	$3.34	$3.51	$3.69	$3.88	$4.08
Commercial	$2.76	$3.16	$3.32	$3.49	$3.67	$3.86
Schools	$3.38	$3.29	$3.46	$3.64	$3.83	$4.03
Government	$3.47	$3.47	$3.65	$3.84	$4.04	$4.25
Recycled Water	$2.54	$2.64	$2.78	$2.92	$3.07	$3.23



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TABLE 2: Proposed 5-Year Schedule of Bi-Monthly Fixed Meter Rate

Table 2 shows the bi-monthly fixed meter charge, which is the amount each customer pays per meter. The fixed meter charge is based on the size of the meter serving the parcel.

Service Charges (Bi-Monthly)	Current	Effective 7/1/2026	Effective 1/1/2027	Effective 1/1/2028	Effective 1/1/2029	Effective 1/1/2030
5/8”	$65.26	$67.36	$70.73	$74.27	$77.99	$81.89
3/4”	$82.68	$84.92	$89.17	$93.63	$98.32	$103.24
1”	$117.52	$120.03	$126.04	$132.35	$138.97	$145.92
1 1/2”	$204.72	$207.82	$218.22	$229.14	$240.60	$252.63
2”	$309.35	$313.16	$328.82	$345.27	$362.54	$380.67
3”	$588.33	$646.74	$679.08	$713.04	$748.70	$786.14
4”	$902.15	$1,138.32	$1,195.24	$1,255.01	$1,317.77	$1,383.66
6”	$1,773.93	$2,314.63	$2,430.37	$2,551.89	$2,679.49	$2,813.47
8”	$2,820.12	$4,948.14	$5,195.55	$5,455.33	$5,728.10	$6,014.51

Drought Rates

In times of drought or emergency water shortage, the City Council may declare mandatory water use restrictions. During times of mandatory water use restrictions, an additional charge will be added to the volumetric rates based upon the amount of restriction required. For example, when a 10% water use reduction is required, volumetric rates will increase by 3%. See all proposed drought rates as detailed in Table 3 and Table 4 below:

TABLE 3: Proposed Drought Rates Per Drought Stage

Drought Surcharge	Up to 10% Water Use Reduction	Up to 20% Water Use Reduction	Up to 30% Water Use Reduction	Up to 40% Water Use Reduction	Up to 50% Water Use Reduction
Volumetric Rate Surcharge Increase	3%	10%	22%	36%	54%

Proposed Water Rates

In the event of a declared mandatory water use restriction that triggers imposition of drought rates, the actual drought rate shall be imposed in addition to the volumetric rate, and shall be equal to the lesser of the volumetric rate imposed at that time multiplied by the percentages in the table above, or the rates set forth in the table below.

TABLE 4: Proposed Drought Rates Surcharge*

Customer Class	Proposed 7/1/2026	Proposed 1/1/2027	Proposed 1/1/2028	Proposed 1/1/2029	Proposed 1/1/2030
Maximum Drought Surcharge (40-50% Reduction) $/hcf					
Single Family					
Tier 1	$1.31	$1.38	$1.44	$1.52	$1.59
Tier 2	$1.75	$1.84	$1.93	$2.03	$2.13
Tier 3	$2.04	$2.14	$2.25	$2.36	$2.48
Multi-family	$1.73	$1.82	$1.91	$2.00	$2.10
Landscape	$1.82	$1.91	$2.01	$2.11	$2.21
Commercial	$1.73	$1.82	$1.91	$2.00	$2.10
Schools	$1.80	$1.89	$1.98	$2.08	$2.19
Government	$1.89	$1.98	$2.08	$2.19	$2.30

**The maximum rates above do not include any pass-through increases described below. As such, the actual maximum rate may be higher than the amounts set forth in Table 4 in the event the City passes through rate increases from its wholesale water provider.*



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Pass-Through Rates

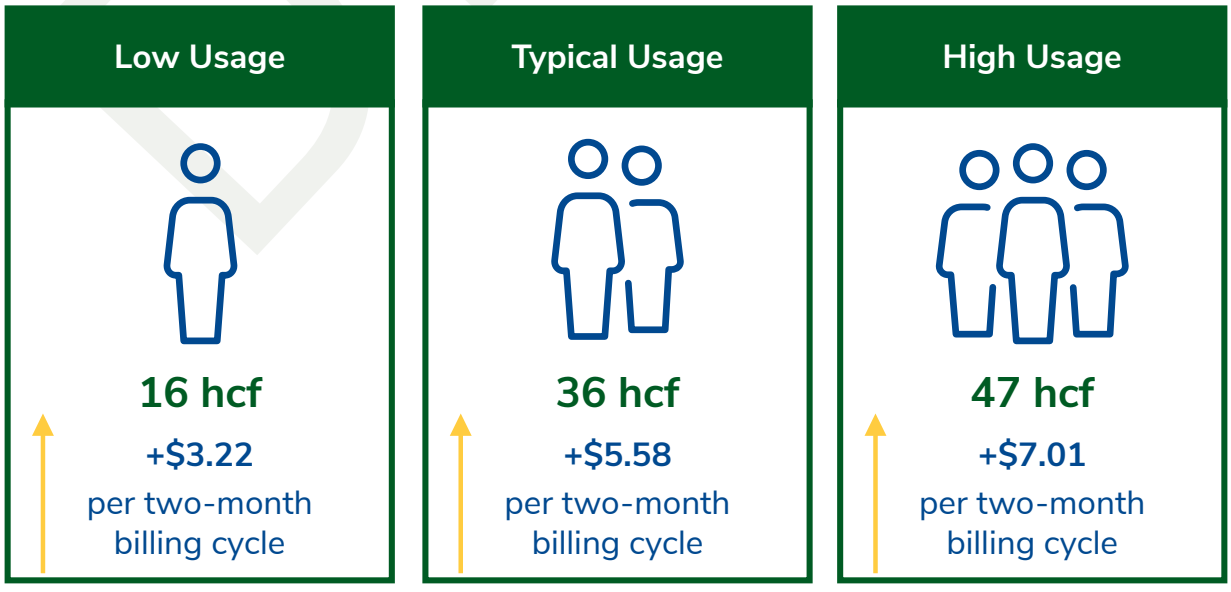
The City purchases water from the Inland Empire Utilities Agency (IEUA). Projected water purchase costs from IEUA are included as a part of the City's volumetric rates. Additionally, IEUA imposes a Water Meter Equivalency Unit (MEU) charge on the City based on the size of each potable water meter serving parcels within the City. The proposed volumetric (including both potable and recycled water) and fixed meter charges include projected rates imposed on the City by IEUA. However, it is possible that IEUA will increase its rates in an amount that exceeds what the City projected in its rates.

As such, should IEUA increase its rates imposed upon the City in an amount that is greater than the assumptions included in the proposed potable and recycled volumetric rates or fixed meter charges set forth above, the City proposes to pass through such additional increases to its customers. If adopted, the City may pass through such cost increases at any time from July 1, 2026 through January1, 2030, provided that such a pass through shall not cause the impacted rate to increase by more than 15% in any calendar year, nor shall it cause the impacted rate to exceed the cost of providing potable or recycled water service.

Bi-Monthly Water Bill Impacts: Three Single-Family Residential Customers*

- **Low Usage:** Uses 16 HCF of water for two months and will see their 2026 bi-monthly bill increase by $3.22
- **Typical (Average) Usage:** Uses 36 HCF of water for two months and will see their 2026 bi-monthly bill increase by $5.58
- **High Usage:** Uses 47 HCF of water for two months and will see their 2026 bi-monthly bill increase by $7.01

**Examples reflect estimated bill impacts in the first year of the proposed 2026 rates for most common 5/8" meter size. HCF = one hundred cubic feet or 748 gallons.*



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Proposed Sewer Rates

TABLES 5 & 6: Proposed 5-Year Schedule of Increases for Monthly Sewer Charges and Rates

Tables 5 and 6 on the next page show the current and proposed monthly sewer service rate. The rate is comprised of two components:

- A Local City Sewer Service Charge for collection and conveyance of wastewater.
- A fee imposed on the City by IEUA (IEUA Fee), the regional wastewater facility, and passed through to customers, for treatment of collected wastewater.

The rate study proposes changes to the Local City Sewer Service Charge and the IEUA Fee. The following table shows the Local City Sewer Service Charge for 2026 through 2030 and rates for the IEUA Fee for Fiscal Years 2026 and 2027. Beginning July 1, 2027, and each July 1 thereafter through and including July 1, 2030, the City shall increase the IEUA Fee by passing through the actual adopted rate increase by IEUA, provided such pass through shall not cause the IEUA Fee to increase by more than 15% in any calendar year.

The rate is charged per equivalent dwelling unit (EDU), which is an average single-family residential household. Non-residential properties are assigned one or more EDUs based upon their total impact on the sewer system. For standard buildings, the Agency counts plumbing fixtures. For businesses with higher needs, the Agency calculates EDUs based upon the actual volume of water discharged (270 gallons per day equals one EDU) and the strength of the wastewater (BOD), as defined by the customer's discharge permit.

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TABLE 5: City Sewer Rate Schedule

Monthly Charges and Rates	Current	Effective 7/1/2026	Effective 1/1/2027	Effective 1/1/2028	Effective 1/1/2029	Effective 1/1/2030
City Local Sewer Service Charges (Per EDU*)	$11.29	$11.98	$12.46	$12.96	$13.48	$14.02

**The current EDU for multi-family customers is 0.7 per dwelling unit. Based on the actual housing density (number of people per household), the EDU for multi-family will be 0.89 EDU.*

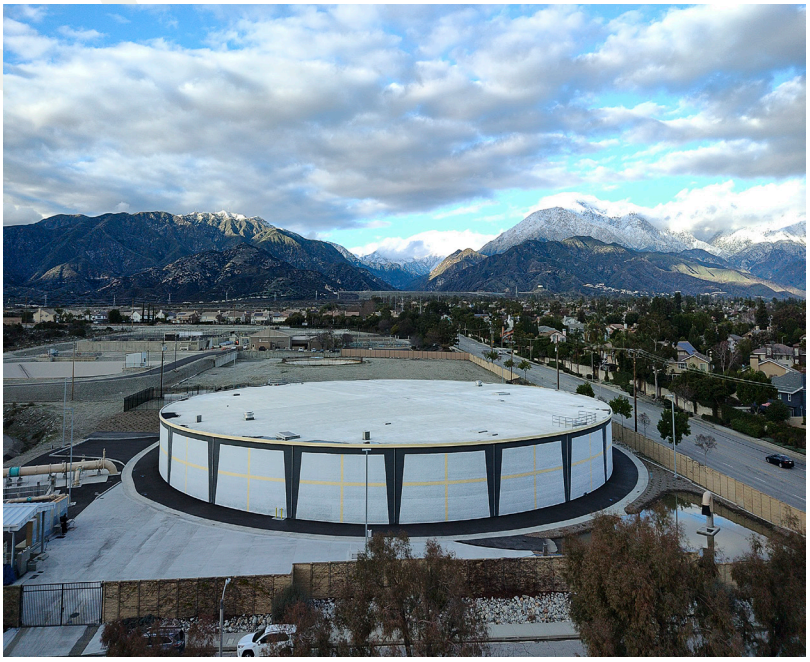
San Antonio Heights customers pay 1.5 times the City's rate.

TABLE 6: IEUA Pass-Through Wastewater Treatment Rate Schedule

Monthly Charges and Rates	Current	Effective 7/1/2026	Effective 1/1/2027	Effective 7/1/2027	Effective 7/1/2028	Effective 7/1/2029
IEUA Wastewater Treatment Component	$25.78**	$29.45	$29.45	Pass-through	Pass-through	Pass-through

*** The City currently charges only $25.78 for IEUA although the IEUA current rate is $27.02 per EDU.*

IEUA also imposes an extra-territorial monthly wastewater service charge on sewer customers whose properties are located outside IEUA's service area boundary but who receive wastewater treatment services through IEUA facilities. These charges are intended to recover IEUA's costs to provide regional wastewater treatment services to non-member or extra-territorial customers. Effective July 1, 2025, IEUA increased the extra-territorial monthly wastewater service charge to $23.53 per month per EDU, which is applied in addition to the FY 2025/26 adopted IEUA monthly EDU treatment rate of $27.02. This only applies to approximately six customers.



How to Protest the Proposed Rate Adjustment

The proposed water (including drinking water and recycled water) and sewer rate adjustments are subject to a majority protest process under Proposition 218. Any record owner of a property that receives water and/or sewer service from the City or occupant who is directly liable for payment of the City's water and/or sewer service charges (Customer of Record) may submit a written Protest against the proposed rate adjustments for water and/or sewer service. Owners of multiple parcels may file one Protest for each parcel owned within the City's service area. Only one written Protest against the proposed rate adjustments for the water or sewer service charges per parcel will be counted in determining whether a majority protest exists.

A **written Protest** must include all of the following to be counted in determining whether there is a majority protest:

- Clearly stated opposition to the proposed rate adjustments for either the water service charges, or sewer service charges, or both, as applicable;
- Name of the record property owner or account holder who is submitting the Protest;
- Identification by street address or other clear identification of the property for which the Protest is made; and
- Signature and legibly printed name of the record property owner or customer who is submitting the Protest.

You may submit a written protest until the public hearing closes on Monday, June 8, 2026. Before the hearing, you can mail or hand-deliver your protest to the City Clerk at the Submittal Location below **by 6 p.m. on June 8**. You may also give your protest directly to the City Clerk during the hearing. The City will not accept phone, email, fax, oral, or late postmarked protests.

At the Public Hearing, the City Council will accept and consider all written Protests and hear all oral comments on the proposed rate adjustments. However, oral comments will not be counted in determining the existence of a majority protest.

What is a Majority Protest?

The existence of a majority protest will be determined separately for proposed water rate adjustments and proposed sewer rate adjustments. A majority protest against the proposed water or sewer rate adjustments will exist if at the end of the Public Hearing there are written protests submitted and not withdrawn that represent a majority of the parcels (50% +1) that receive water or sewer service, as applicable. The City Council cannot adopt the proposed rate adjustments if a majority protest exists.

Exhaustion of Administrative Remedies - Written Objection

How do I preserve my ability to judicially challenge the Proposed Rates?

Pursuant to California Government Code Sections 53759.1 and 53759.2, a person or entity will be prohibited from bringing a judicial action or proceeding alleging that the proposed rates do not comply with Proposition 218 unless that person or entity has submitted a written Objection to the proposed rates. This is known as an Exhaustion of Administrative Remedies requirement and is separate from the Proposition 218 majority Protest process described above.

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To exhaust your administrative remedies, your written Objection must meet the following criteria:

- State that the correspondence is an Objection.
- Include the name and signature of the record property owner or account holder who is submitting the Objection.
- Identify the property by street address or other identifying information.
- Include the specific grounds for alleging noncompliance of the proposed rates with Proposition 218 in sufficient detail to allow the City to determine whether any adjustments to the proposed rates are necessary. A statement that the proposed rate adjustments are too high, or that the proposed rates violate Proposition 218 without an explanation as to why, will be insufficient for purposes of exhausting administrative remedies.

Written Objections may be mailed or personally delivered to the City Clerk at a Submittal Location listed below and must be received by the City Clerk by 4 p.m., Monday, May 18, 2026. Note that this deadline for submitting a written Objection is three weeks before the Public Hearing, whereas written Protests may be submitted until the Hearing is closed. Failure to timely submit a written Objection to the proposed rate adjustments in accordance with the requirements above, bars any right to challenge the rate adjustments through a legal proceeding.

The City will review each written Objection and respond in writing to all timely written submittals. The written basis supporting the proposed rate adjustments can be found at www.uplandca.gov/water-services and www.uplandca.gov/environmental-sewer-storm-water.

SUBMITTAL LOCATIONS

Mail: City Clerk, ATTN: Utility Rates Protest or Objection, City of Upland, 460 N Euclid Ave, Upland, CA 91786

In Person: Upland City Hall, City Clerk's Office, 460 N. Euclid Ave., Upland, CA 91786

Statute of Limitations for Challenging Proposed Rates

Please note that pursuant to California Government Code section 53759, there is a 120-day statute of limitations for judicially challenging all rates set forth in this Notice that runs from the date the Upland City Council adopts a Resolution approving the proposed rates.

Questions? Submit questions and comments via email to rgonzales@uplandca.gov or call the Public Works Department at (909) 291-2966. **Protests and objections sent to Public Works will not be accepted; they must be sent to the City Clerk.**

Visit the Rate Study webpage by going to www.uplandca.gov/water-services and www.uplandca.gov/environmental-sewer-storm-water.

Review the rate study in person at the City Clerk's office, 460 N. Euclid Ave., Upland, CA 91786.

www.uplandca.gov/water-services

www.uplandca.gov/environmental-sewer-storm-water

DRAFT

City of Upland
460 N Euclid Ave.
Upland, CA 91786



Proposed Adjustments to Water and Sewer Rates

When: 6 p.m., Monday, June 8, 2026
Where: City of Upland City Council Chambers
460 N. Euclid Ave, Upland, CA 91786

Staff Report

CITY OF UPLAND
"The City of Gracious Living"

DATE: March 23, 2026
TO: MAYOR AND CITY COUNCIL
FROM: MICHAEL BLAY, CITY MANAGER
PREPARED BY: DAMIEN R. ARRULA, ASSISTANT CITY MANAGER
RICHARD GONZALES, DEPUTY PUBLIC WORKS DIRECTOR - UTILITIES
TANYA GARCIA, MANAGEMENT ANALYST
SUBJECT: LOCAL HAZARD MITIGATION PLAN UPDATE

RECOMMENDED ACTION:
It is recommended that the City Council receive and file the updated City of Upland Local Hazard Mitigation Plan (LHMP).

GOAL STATEMENT
The proposed action supports the City's goal of protecting public safety, infrastructure, and community resilience by proactively identifying hazards and implementing strategies that reduce long-term risks associated with natural and human-caused disasters.

BACKGROUND
On March 31, 2022, the City applied for $112,500 in federal funding from the Hazard Mitigation Grant Program to support the City's efforts to update its Local Hazard Mitigation Plan. On November 21, 2023, the City was awarded $85,427.91 through the Fiscal Year 2023-24 grant cycle (Account No. 2171201-5258-42031). The City is required to provide $8,997.67 towards the plan to cover the total project cost of $94,425.58.

The City of Upland is updating the LHMP to ensure that the natural and human-caused hazards the City faces are adequately understood and analyzed. In 2025 the City initiated the preparation of the LHMP. The purpose of an LHMP is to provide a better understanding of the issues and concerns associated with hazards, allow for the development of goals and strategies to address these hazards, and create opportunities to better integrate the plan into other planning documents (General Plan Safety Element and Emergency Operations Plan) as well as City functions.

The Federal Emergency Management Agency (FEMA), under the Stafford Act as amended by the Disaster Mitigation Act of 2000 (DMA 2000), governs the LHMP and requires frequent updates (every 5 years) to ensure that communities focus on the reduction of loss of life and property, human suffering, and economic disruption, and provides disaster assistance for costs resulting from natural disasters. An updated plan ensures the City is eligible for federal grant opportunities under the Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance (FMA), and Building Resilient Infrastructure and Communities (BRIC) programs.

One of the many requirements to receive State and Federal approval includes incorporating community feedback, as well as developing a robust planning team of key community stakeholders. Release of this draft plan for public review is a key step in the outreach and engagement effort, allowing for input on the plan and process. Upon completion of the public review period, the City will begin the LHMP review and approval process with the California Office of Emergency Services and FEMA. Once approved by both agencies, this plan will be submitted to the City Council for final adoption in compliance with DMA 2000 requirements.

ISSUES AND ANALYSIS
The updated Local Hazard Mitigation Plan establishes a framework for reducing disaster risks through proactive policies, programs, and projects designed to protect lives and property. Adoption of the plan does not obligate the City to undertake specific projects or expenditures; rather, it provides guidance for future decision-making and positions the City to pursue funding opportunities as they become available. Maintaining an approved plan strengthens the City's ability to prepare for emergencies, coordinate response efforts, and reduce long-term recovery costs following disaster events. The plan also enhances the City's eligibility for federal Hazard Mitigation Assistance programs administered by FEMA.

ENVIRONMENTAL DETERMINATION
Adoption of the Local Hazard Mitigation Plan is not considered a project under the California Environmental Quality Act because it represents a planning and administrative action that does not result in direct or indirect physical changes to the environment.

FISCAL IMPACTS
There is no fiscal impact associated with this action.

ALTERNATIVES
Provide alternative direction to staff.

CEQA: Not a Project



City of Upland

2026 Local Hazard Mitigation Plan

Public Review Draft, March 2026

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CHAPTER 1 –

INTRODUCTION

Plan Purpose and Authority

A hazard event is an emergency created by a natural or human-caused event that has the potential to cause harm. These events can lead to injuries or death, affect the overall health and safety of a community, damage or destroy public and private property, harm ecosystems, and disrupt key services. Although hazard events often get the most attention, it is only part of a larger emergency management cycle.

Emergency planners and responders can take steps during the cycle's response, recovery, mitigation, and preparedness phases to minimize the harm caused by a disaster. The City of Upland 2025 Local Hazard Mitigation Plan (LHMP) focuses on optimizing the mitigation phase of the process.

Hazard mitigation is "any sustained action taken to reduce or eliminate long-term risk to people and property from natural or human-caused hazards and their effects."[1] This mitigation involves making a community more resilient so that when hazard events do ultimately occur, the community suffers minor damage and can recover quickly and effectively. Mitigation differs from preparedness, which involves advanced planning for how best to respond when a disaster occurs or is imminent. For example, a policy to make homes structurally stronger so they suffer minor damage during an earthquake is a mitigation action, while fully equipping emergency shelters to accommodate people who lose their homes in an earthquake is a preparedness action. Some activities may qualify as both.[2]



The Emergency Management Cycle

Resiliency is the "capacity of any entity—an individual, a community, an organization, or a natural system—to prepare for disruptions, to recover from shocks and stresses, and to adapt and grow from a disruptive

Like other communities, the City of Upland (City) could suffer severe harm from hazard events. Although large disasters may cause widespread devastation, minor disasters can have more substantial effects. The City cannot make itself completely immune to hazard events, but this LHMP can help make the community a safer place to live, work, and play. This LHMP provides a comprehensive assessment of the city's threats from natural and human-caused hazard events and a coordinated strategy to reduce these threats. It identifies resources and information to help community members, City staff, and local officials understand local threats and make informed decisions. The LHMP can also support increased coordination and

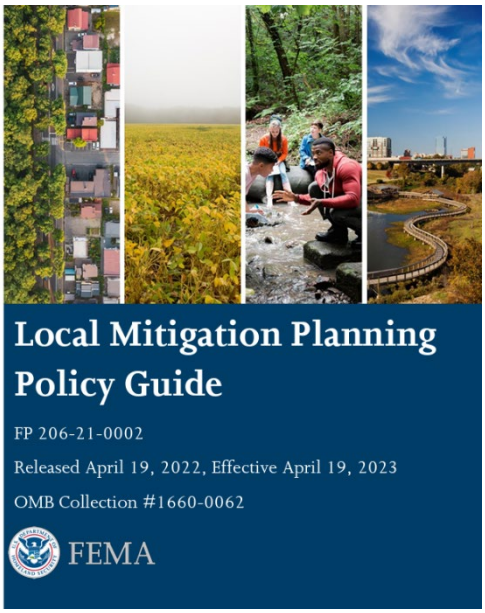
[1] California Governor's Office of Emergency Services. 2017. State of California Emergency Plan. https://www.caloes.ca.gov/wp-content/uploads/Preparedness/Documents/California_State_Emergency_Plan_2017.pdf

[2] Rodin, J. 2014. The Resilience Dividend: Managing Disruption, Avoiding Disaster, and Growing Stronger in an Unpredictable World. New York: Public Affairs.

collaboration between the City, other public agencies, local employers, service providers, community members, and other key stakeholders.

Federal Authority

The City is not required to prepare an LHMP, but state and federal regulations encourage it. The federal Robert T. Stafford Disaster Relief and Emergency Act, amended by the Disaster Management Act of 2000, creates a federal framework for local hazard mitigation planning. It states that jurisdictions seeking eligibility for federal hazard mitigation grant funding must prepare a hazard mitigation plan that meets a set of guidelines and submit it to the Federal Emergency Management Agency (FEMA) for review and approval. These guidelines are outlined in the Code of Federal Regulations, Title 44, Part 201, and discussed in greater detail in FEMA's Local Mitigation Plan Review Tool.



FEMA's Local Mitigation Planning Policy Guide

This guide provides the official policy and interpretation of the applicable statutes and mitigation planning regulation in 44 Code of Federal Regulations.

State Authority

California Government Code Sections 8685.9 and 65302.6

The California Disaster Assistance Act (CDAA) Section 8686 limits the State of California's share of disaster relief funds paid to local governments to 75 percent of the funds not covered by federal disaster relief efforts. California Government Code Section 8685.9 (also known as Assembly Bill 2140) adds a caveat: If a jurisdiction has adopted a valid hazard mitigation plan consistent with the Disaster Management Act of 2000 and has incorporated the hazard mitigation plan into the jurisdiction's General Plan, the state may cover over 75 percent of the remaining disaster relief costs.

All cities and counties in California are required to prepare a General Plan, including a Safety Element that addresses various hazard conditions and other public safety issues. The Safety Element may be a stand-alone chapter or incorporated into another section, as the community wishes. California Government Code Section 65302.6 indicates that a community may adopt an LHMP into its Safety Element if the LHMP meets applicable state requirements. This enables communities to use the LHMP to fulfill state requirements for Safety Elements. As the General Plan is an overarching long-term plan for community growth and development, incorporating the LHMP into it provides a stronger mechanism for implementing it.

California Government Code Section 65302 (g)(4)

California Government Code Section 65302 (g)(4), also known as Senate Bill (SB) 379, requires that the safety element of a community's general plan address the hazards created or exacerbated by climate change. The safety element must identify how climate change is

expected to affect hazard conditions in the community and include measures to adapt and be more resilient to these anticipated changes.

Because the LHMP can be incorporated into the safety element, including these items in the LHMP can satisfy the state requirement. SB 379 requires that climate change be addressed in the safety element when the LHMP is updated after January 1, 2017, for communities that already have an LHMP or by January 1, 2022, for communities without an LHMP.

This LHMP is consistent with current standards and regulations, as outlined by the California Office of Emergency Services (Cal OES) and FEMA. It uses the best available science, and its mitigation actions/strategies reflect best practices and community values. It meets the requirements of current state and federal guidelines and makes the City eligible for all appropriate benefits under state and federal law and practices. Note that while FEMA is responsible for reviewing and certifying this LHMP, and Cal OES is responsible for conducting a preliminary review, it does not grant FEMA or Cal OES an increased role in the governance of the city or authorize either agency to take any specific action in the community.

Plan Organization and Use

The Upland LHMP is both a reference document and an action plan. It has information and resources to educate readers and decision-makers about hazard events and related issues, and a comprehensive strategy that the City and community members can follow to improve resilience in the city. It is divided into the following chapters:

- **Chapter 1: Introduction.** This chapter describes the Plan's background, its goals and objectives, and the process used in its development.
- **Chapter 2: Community Profile.** This chapter discusses Upland's history, physical setting, land use, demographics, and other important community characteristics.
- **Chapter 3: Hazard Assessment.** This chapter identifies and describes the hazards that threaten Upland and discusses past and future events and the effects of climate change.
- **Chapter 4: Vulnerability Assessment.** This chapter describes each hazard's threat to Upland's key facilities and community members, including socially vulnerable individuals.
- **Chapter 5: Mitigation Strategy.** This chapter lists the mitigation actions to reduce Upland's vulnerability to hazard events and provides an overview of the community's existing capabilities to improve hazard resilience.
- **Chapter 6: Plan Maintenance.** This chapter summarizes the implementation, monitoring, and updating of the LHMP, as well as opportunities for continued public involvement.

Previous Upland LHMP–2016

This is an update to Upland's 2016 LHMP. This update, once approved and adopted by the City Council, will reinstate the City's eligibility to apply for FEMA grants for hazard mitigation projects and monetary relief during emergency situations. The content from the previous Plan has been included in this document and updated accordingly. As for integrating the previous Plan into

other planning mechanisms, the City successfully incorporated one aspect of it: the hiring of an emergency manager. Key modifications in this plan focus on expanding the risk assessment (understanding potential losses and vulnerable populations) in Chapter 4 and on revising and modifying mitigation strategies and actions in **Chapter 5**.

Key updated elements from the previous Upland LHMP include the following:

- Updated demographic information for Upland residents
- Updated hazard categories
- Descriptions of recent hazard events
- An updated threat assessment that incorporates recent data
- Updates to the Capabilities Assessment to reflect the most recent framework
- New and revised hazard mitigation actions to better meet current priorities of the City

Previous Plan Integration

As this is an update to Upland's LHMP, the City will be looking to integrate this document into other planning documents and processes. To ensure this future integration occurs, **Chapter 6** of this Plan includes additional guidance on how to best integrate the LHMP into the General Plan Safety Element, Emergency Operations Plan, and other planning mechanisms the City uses. The previous plan was not integrated into other City planning documents/efforts. In response the City sees this update as a good opportunity to begin this practice.

Plan Goals

The overarching intent of this updated LHMP is to increase resiliency to hazard events in Upland. This LHMP has six distinct goals to achieve this purpose:

1) Protect against threats from natural hazards to life, injury, and property damage within the Upland Community.
2) Increase public awareness of potential hazard events.
3) Preserve critical services and functions by protecting key facilities and infrastructure for the community.
4) Protect natural systems from current and future conditions.
5) Coordinate mitigation activities among City departments, neighboring jurisdictions, and with state and federal agencies.
6) Prepare for long-term changes in hazard conditions.

Planning Process

State and federal guidance for LHMPs does not require that jurisdictions follow a standardized planning process. FEMA encourages communities to create a planning process that reflects local values, goals, and characteristics. FEMA does suggest a general planning process that follows the steps identified below.

The planning process used to create this plan for the City of Upland is described as follows:



Hazard Mitigation Planning Committee

The City established a Hazard Mitigation Planning Committee (hereafter referred to as the HMPC). The HMPC comprises representatives from key city departments and stakeholders from local and regional agencies and companies that are key to hazard mitigation activities. **Table 1-1** identifies the members who were invited and/or attended HMPC meetings.

Table 1-1: Upland Hazard Mitigation Planning Committee (HMPC)

Name	Title	Department
Jessica Gordon	Deputy Director	Public Works Department, Operations
Richard Gonzales	Deputy Director	Public Works Department, Utilities Division
Damien Arrula	Assistant City Manager	City Manager's Office
Marcelo Blanco	Chief of Police	Upland Police Department
Bob Critchfield	Engineering Manager	Public Works Department, Engineering Division
Robert Dalquest	Director	Development Services Department
Ed Diggs	Interim Utilities Manager	Public Works Department, Utilities Division
Jessica Escoto	Parks and Recreation Manager	Community Services Department, Recreation and Community Services Division
Loralee Farris	Planning Manager	Development Services Department, Planning Division
Norberto Ferreira	Chief Water Treatment Operator	Public Works Department, Water Quality Division
Tanya Garcia	Management Analyst	Public Works Department, Utilities Division

TABLE 1-1: UPLAND HAZARD MITIGATION PLANNING COMMITTEE (HMPC)		
Name	**Title**	**Department**
Richard Jeganathan	IT Manager	Administrative Services Department, Information Technology Division
Jason Lara	Utilities Supervisor	Public Works Department
Tracy Montez	Dispatch Supervisor	Upland Police Department
Christopher Morgan	Building Official	Development Services Department, Building and Safety Division
Stephen Parker	Assistant City Manager	City Management
Klasha Ray	Emergency Services Officer	San Bernardino County of Emergency Services
Justin Salgado	Emergency Services Officer	San Bernardino County of Emergency Services
Richard Smiderle	Operations Manager	Public Works Department, Operations Division
Staci Sullivan	Finance Manager	Finance
Lon Teague	Patrol Operation Commander	Upland Police Department
Cecilia Todd	Deputy Director of Human Resources and Risk Management	Administrative Services Department, Human Resources/Risk Management Division
Marc Warner	Utilities Supervisor	Public Work Department
Aaron Pfannenstiel Crystal Stueve Robert Jackson	Consultant	Atlas Planning Solutions

The Planning Committee held two meetings throughout the plan update development process to lay out the Plan's methods and approach, draft and review content, make revisions, and engage members of the public.

- **Kick Off Meeting (December 2, 2024):** The initial meeting with HMPC coordinators and the consultants to discuss the schedule, potential HMPC members, timeline, and initial research materials gathering.
- **HMPC Meeting #1 (May 14, 2025):** The Planning Team members confirmed the project goals and responsibilities. They revised the community engagement and outreach strategy, confirmed and prioritized the hazards to be included in the Plan, and identified critical facilities for the threat assessment.
- **HMPC Meeting #2 (June 5, 2025):** Members discussed the results of the hazards assessment and mapping that showed the areas facing an elevated risk. The HMPC also reviewed the hazard prioritization results. The team reviewed the risk assessment results to identify populations and assets that may be at greater risk in a hazard event and discussed potential hazard mitigation actions to address vulnerabilities.
- **HMPC Meeting #3 (August 11, 2025):** This was a follow-up meeting on mitigation actions.

Invitations and meeting materials were provided via email. **Appendix A** contains copies of invitations, meeting agendas, sign-in sheets, and other relevant materials distributed for these meetings.

PUBLIC ENGAGEMENT

Under FEMA guidelines, local hazard mitigation planning processes should create opportunities for public involvement in Plan development—at a minimum, during the initial drafting stage and Plan approval. Due to the policy changes in the post-COVID-19 pandemic world, some in-person public workshops and meetings were replaced with virtual workshops, meetings, and discussion groups. The HMPC developed a community engagement and outreach strategy to guide all public engagement activities. To ensure all residents were aware of the project, City staff conducted the following activities:

- City social media: posts via Instagram, Facebook
- LHMP City webpage (see below)
- English flyers at City facilities
- Promotion at City Meetings/Events (see below)
- Promotion at City Facilities (City Hall, etc.) with signage on Plan review content and QR codes for the Hazard Mitigation Survey were posted at the front desk.
- Information shared with businesses via the Chamber of Commerce

Stakeholder Engagement

As part of the plan update process, the City invited stakeholders to review and comment on the Public Review Draft of the LHMP. These stakeholders included neighboring jurisdictions, medical centers, utility providers, the local school district, railroads, and County agencies. Information on this engagement opportunity is in **Appendix B**. All jurisdictions and stakeholders were invited via email and/or by direct telephone communication from the HMPC project manager, the City of Upland's Assistant City Manager, Public Works. The following is a list of stakeholders invited to participate in the plan development process and review.

- American Red Cross
- Cable Airport
- California Highway Patrol
- Caltrans
- Neighboring Jurisdictions:
    - City of Claremont
    - City of Montclair
    - City of Ontario
    - City of Rancho Cucamonga
- San Antonio Regional Hospital
- San Bernardino County Fire District
- San Bernardino County Office of Emergency Services
- San Bernardino County Sheriff's Department
- San Bernardino County Planning and Land Use
- San Bernardino County Public Health Department
- San Bernardino County Public Works

- San Bernardino County Transportation Authority
- Southern California Edison
- Southern California Gas
- Upland Chamber of Commerce
- Upland Unified School District

Vulnerable Populations Outreach

Signage was posted at City facilities with information on both the Public Review LHMP and the Hazard Mitigation Survey. Having the signage and information on the LHMP and the feedback survey posted at community centers was a key focus, ensuring this portion of the community was made aware of the Plan and the City's request for feedback. It was important that the City didn't solely rely on online sources to publicize LHMP process and plan.

Future Outreach Opportunities

Recognizing that other vulnerable populations may exist in the City, this Plan focuses on these populations. Opportunities to share information, such as the annual Upland Birthday Celebration, the Halloween Festival, Winter Wonderland, and the National Night Out, become great opportunities for outreach. Continued outreach occurs during the implementation of the Plan, and future updates will continue to refer to this resource to help identify vulnerable populations and key issues affecting their vulnerability.

Community Meetings and Events/Public Engagement Opportunities

The City regularly conducts community meetings and events intended to provide useful information to participants/attendees. During the planning process, three outreach meetings and events were held, during which City staff discussed the Plan and process currently underway and provided opportunities for feedback. The following information provides dates for each meeting:

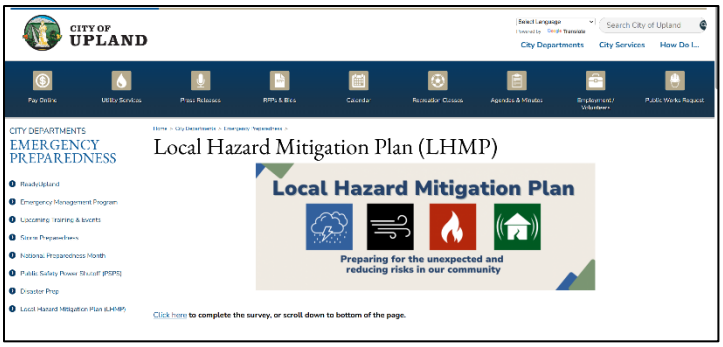
- City Council Meeting – March 23, 2026
- Stakeholder Meeting

Online Engagement

The City conducted a variety of online engagement activities that support the hazard mitigation planning process. The following are key activities conducted.

LHMP Project Webpage

The City created a page on its website dedicated to the Local Hazard Mitigation Plan to reach a broad audience and increase public engagement and participation. The webpage is a simple, one-stop location for community members to learn about the LHMP. The webpage explains what an LHMP is, why the City should have one, how it is developed, and how the public can participate in the planning process, including a link to the LHMP survey (see below). The webpage is available at [https://www.uplandca.gov/local-hazard-mitigation-plan-lhmp].



LHMP Website

Online Survey

The City released an online survey to community members to gather feedback on the planning process and hazards of concern. The City advertised the survey on their social media channels and on the City website. Flyers were also posted at City facilities in both English and Spanish and at community events and meetings.

At the time of the Public Review Draft release, the City received a total of 32 responses from community members and stakeholders during the survey period. Due to the small number of survey responses, the City recognizes that the method by which the survey was shared may not have been the most effective means to engage with the community. Future outreach will look to identify additional strategies to improve survey response. Based upon those survey responses, the following information was gathered and shared with the HMPC:

- Approximately 52% of responders have been impacted by a natural hazard event in their current residence.
- The top three hazards of concern that have impacted residents in their homes are: (1) High Winds, (2) Drought, and (3) Extreme Heat.
- The top three hazards of greatest concern according to responders are: (1) Earthquakes, (2) High Winds, and (3) Wildfire.
- Approximately 53.1% of responders are very concerned that climate change may exacerbate or create new hazardous situations in Upland, while approximately 9.4% aren't concerned at all.
- Approximately 57% of responders indicated that they are familiar with the special needs of neighbors in the event of a disaster (special needs may include limited mobility, severe medical conditions, and memory impairments).
- Approximately 47% of responders are trained members of the Upland Community Emergency Response Team (CERT), and 31% of responders would like to learn more about CERT.

As part of the outreach strategy, a QR code was created for use on promotional materials and handouts at fairs and booths operated by City staff at community events. This QR code provided quick access to the City's Online Survey.

The survey results were provided to the HMPC. The data was then analyzed, reviewed, and incorporated into the LHMP content by the HMPC. The survey provided unique local insight into hazard concerns and assessed the public's overall opinion and perception of the hazards affecting Upland. The full hazard mitigation survey results and copies of all materials used for public outreach are provided within **Appendix B** of the LHMP, including the survey questions and answers.

Social Media Outreach

The City promoted and provided information on both the Hazard Mitigation Survey and the LHMP Public Review Draft on multiple social media platforms. Social Media analytics are provided in **Appendix B** (upon completion of the public review period).

Public Review Draft

On March 24, 2026, the Public Review Draft of the Plan was distributed to the residents and businesses of Upland for a 15-day public review period. The City's LHMP website [https://www.ci.upland.ca.us/820/Local-Hazard-Mitigation] hosted public electronic copies of the Plan.

Hardcopy versions of the Plan were made available at the following locations:

- City Hall – 460 N. Euclid Ave
- City Public Works Yard – 1370 N. Benson Ave

The City received (X) number of comments during this review period.

CalOES and FEMA Review (Updated after Public Review)

Upon completion of the public review period and adoption, the City transmitted the document to the California Office of Emergency Services for their review and approval on Month, Day, Year. Upon Cal OES approval, the plan was transmitted to FEMA for review and approval.

Plan Adoption (Updated after FEMA Approval)

On Month, Day, Year, the Upland City Council adopted the 2026 Upland Local Hazard Mitigation Plan. The resolution of adoption is included in **Appendix C**.

Plan Resources

The City referred to several plans, studies, technical reports, datasets, and other resources to prepare the Plan's hazard assessment, mapping, threat assessment, and other components. **Table 1-2** provides some of the HMPC's primary resources to prepare this Plan.

TABLE 1-2: KEY RESOURCES FOR PLAN DEVELOPMENT		
Section	**Key Resources Reviewed**	**Data Incorporated from Resource**
Multiple	• City of Upland 2016 Hazard Mitigation Plan • City of Upland Climate Action Plan • City of Upland General Plan • City of Upland reports • California Department of Water Resources • FEMA Local Hazard Mitigation Plan Guidance • National Oceanic and Atmospheric Administration • West End Consolidated Water Company: Urban Water Management Plan • San Antonio Water Company: Urban Water Management Plan • National Weather Service • U.S. Census Bureau	• Science and background information on various hazard conditions • General data about hazard mitigation plans • Records of past disaster events in and around Upland and San Bernardino County • Projected climate conditions in and around Upland • Information on the City's history and current demographics and characteristics
Community Profile	• California Energy Commission • Western Regional Climate Center	• Information about utility services in Upland • Current climate conditions in and around Upland
Hazard Assessment		
Drought	• Safeguarding California • US Drought Monitor	• History of drought events • Current and projected future drought conditions
Flood	• San Bernardino County Flood Control District • FEMA Map Service Center	• Records of past floods in and around Upland • Locations of flood hazard zones in Upland
Human-Caused Hazards	• California Department of Toxic Substances Control • California Office of Emergency Services spill release reports • Global Terrorism Database • State Water Resources Control Board • US Environmental Protection Agency	• Locations and status of hazardous material facilities • Historic records of terrorism and hazardous material releases
Seismic Hazards	• Southern California Earthquake Data Center • U.S. Geological Survey (USGS) Earthquake Archive • USGS ShakeMap scenarios • USGS Third Uniform California Earthquake Rupture Forecast	• Locations of fault zones and seismic hazard areas • Records of past seismic events • Future seismic event scenarios
Wildfires	• California Department of Forestry and Fire Prevention	• Records of past fire events • Locations of fire zones in and around Upland
Note: Sections not individually identified in this table relied primarily on sources identified in multiple sections.		

CHAPTER 2 –

COMMUNITY PROFILE

The Community Profile section of the LHMP describes Upland, including information about the community's physical setting, history, economy and demographics, current and future land uses, and key infrastructure. The Community Profile helps establish the baseline conditions in Upland, which informs the development of the hazard mitigation strategies and actions in **Chapter 5**.

Setting and Location

The City of Upland (population approximately 78,940) is located 27 miles west of San Bernardino and 35 miles east of Los Angeles, nestled at the base of the San Gabriel Mountains in San Bernardino County. The city is bounded by Ontario to the south, Rancho Cucamonga to the east, Claremont, and Montclair to the west, and on the north and east by mountainous terrain. It uses the council/mayor form of government common across the state.

The City of Upland covers 15.84 square miles. It's located within the Santa Ana River watershed, which includes much of Orange County, the northwestern corner of Riverside County, the southwestern corner of San Bernardino County, and a small portion of Los Angeles County. Its 2,800-square-mile watershed is bounded to the south by the Santa Margarita watershed, to the east by the Salton Sea and Southern Mojave watersheds, and to the north and west by the Mojave and San Gabriel watersheds.

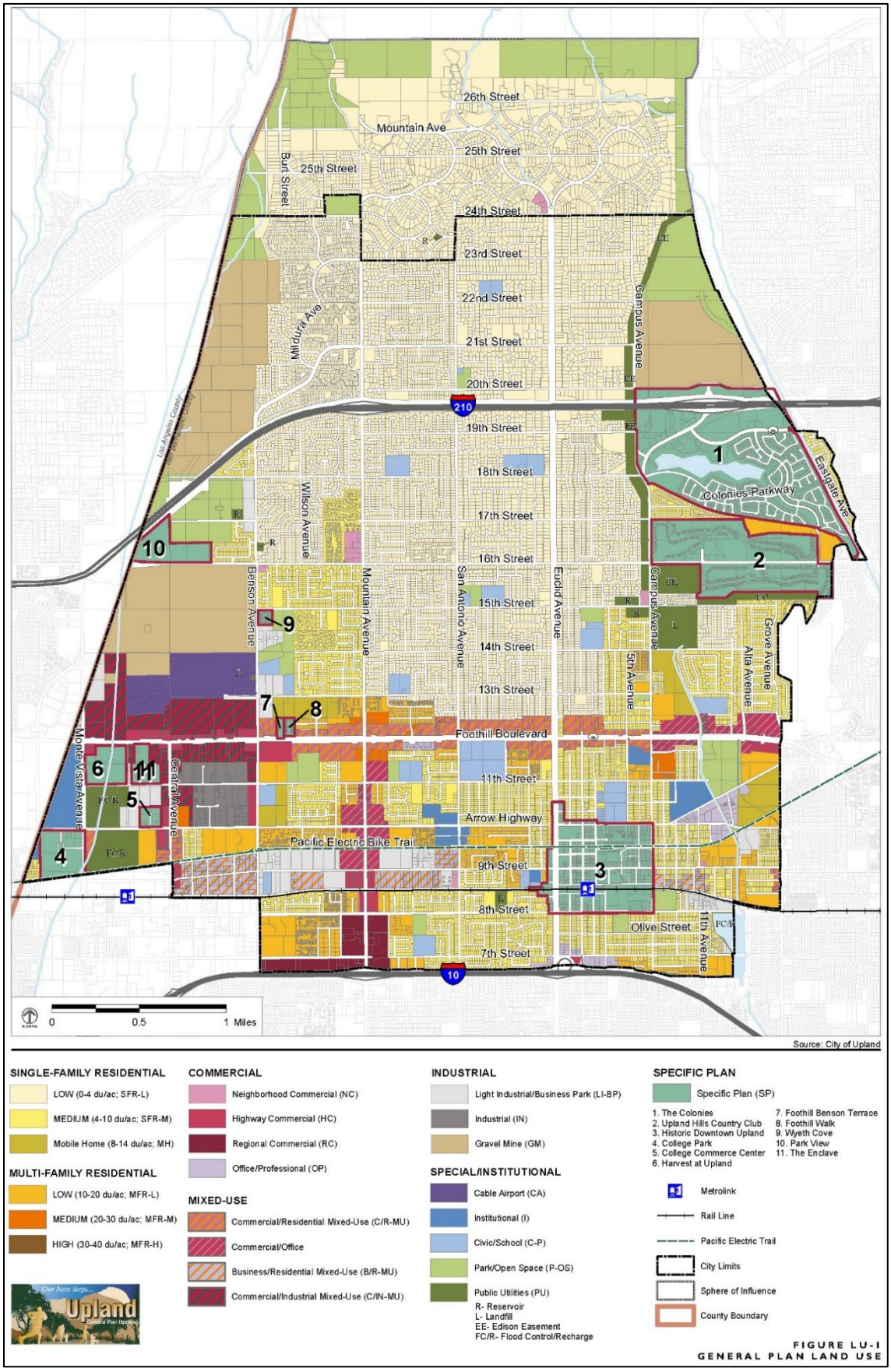
Upland's sphere of influence includes the small, unincorporated community of San Antonio Heights, bordered by the San Bernardino National Forest to the north. This community is primarily residential and is primarily built out.

History

The area that is now Upland used to be the home of the Tongva people, who inhabited most of the San Bernardino and western San Bernardino regions. The 1771 founding of Mission San Gabriel and its establishment as a major supply hub on the trail blazed by the Anza expedition in 1774 led to the Spanish colonizers expanding their cattle-grazing range to the east, engulfing the Tongva tribal lands around the future Upland. In 1810, a party under Padre Dumetz left Mission San Gabriel to find a suitable location for an eastern supply outpost along the Anza Trail. They entered a large valley on San Bernardino's feast day and named the valley for the saint. They also bestowed the name "Cucamonga" (Tongva for "sand place") on the area that would eventually become Upland.

Anglo settlers began to carve out farms and ranches from the Cucamonga rancho after the Mexican War took California into the United States. Canadian brothers George and William Chaffey arrived in the early 1880s, establishing the Etiwanda irrigation colony in 1881 and the Ontario Model Colony in 1882, along with the San Antonio Water Company to provide water from the nearby mountains.

Figure 2-1. Upland General Plan Land Use Map



What is now Upland was known as “North Ontario” or “Magnolia” at that time.

The Atchison, Topeka, and Santa Fe Railroad established a stop in North Ontario in 1887, linking the future Upland to its vast network to the east and west. When Ontario incorporated in 1891, it left North Ontario. By 1901, however, Ontario’s power structure feared that North Ontario might incorporate and, coveting the district’s rail line, train depot, and bustling packing houses, pushed through a huge expansion of the city. North Ontario residents fought back and approved a vote for incorporation in 1906. The City of Upland was born on May 15, 1906, stopping Ontario’s march north. It didn’t regain its prized rail line and station until 1935.



Downtown Upland, looking north, 1890s

Between 1880 and 1920, the citrus industry dominated Upland’s economy. Profits from the industry were distributed across the board, from wealthy growers to town businesses to field hands. The growers’ disposable incomes fueled investment in land development. Within two decades, new construction in the commercial district continued steadily with all services needed to sustain the city. As new mechanized fruit packing and handling technology arrived between 1925 and 1945, the citrus industry tripled in size. In the 1930s, construction of modernized packing houses with large administrative offices began to replace the older establishments.

Citrus continued to prosper during WWII. However, returning WWII veterans caused the population to soar, with housing subdivisions rapidly replacing orchards. A boom in the construction of schools and shopping centers followed. Within a few years, citrus growing, once the leading business, played a steadily diminishing role in the city's wealth. The economy has flourished, and the population has grown over the decades. Commercial and industrial development continues to meet the community's needs.



Modern downtown Upland

Present-day Upland retains many of the same features it had in the past, most notably Euclid Avenue (designed by George Chaffey), the primary north-south, tree-lined street that runs through town, as well as many of the older adobe and ranch-style houses. Other Upland features include Upland Town Center—an open-air mall in the downtown area at the intersection of 9th Street and 2nd Avenue—and a clear view of Mount Baldy. Upland has two sister cities: Mildura, Victoria, Australia, and Caborca, Sonora, Mexico.

Demographics

This section paints a portrait of Upland through data. Basic demographics data (**Table 2-1**) comes from the most comprehensive American Community Survey 2018–2023 (ACS), administered by the United States Census Bureau (U.S. Census) completed in 2023, and from the California Department of Finance (CDOF).

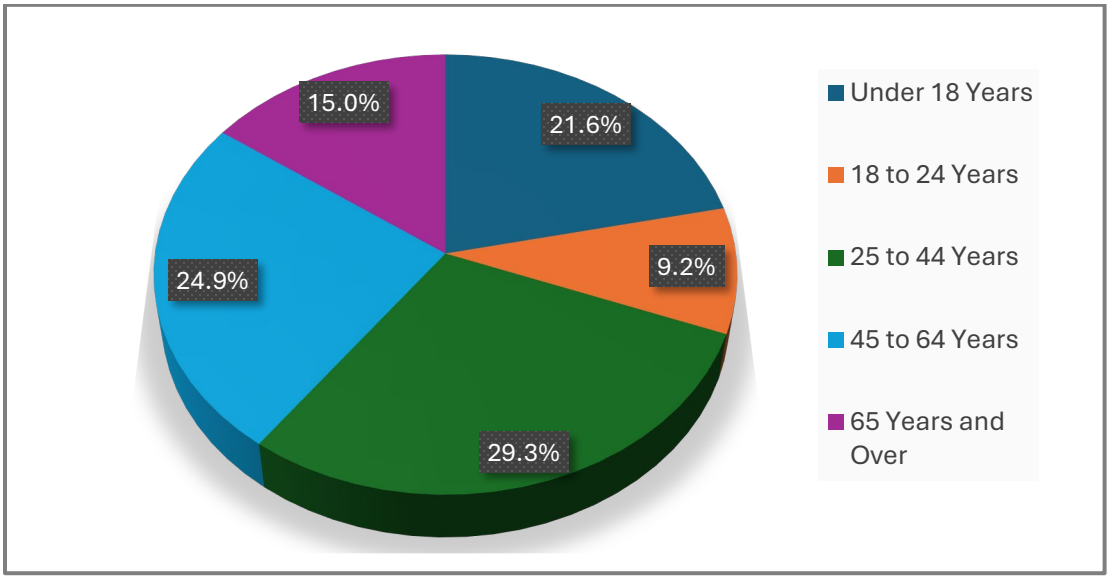
Upland's population is 3.6% of San Bernardino County's total population and forms 3.8% of the County's total households.

TABLE 2-1: BASIC DEMOGRAPHICS—UPLAND & SAN BERNARDINO COUNTY

Demographic	Upland	San Bernardino County
Total Population	78,940	2,187,816
Percent of children who are less than 10 years old	11%	10.9%
Percent of residents who are senior citizens (65+)	15%	14.7%
Median Age	37.5	34.4
Total households	28,366	738,535
Median household income	$101,407	$82,184
Percent of residents 25+ HS graduate or higher	90.5%	82.1%
Percent of rental households	43.1%	38.4%
Source: American Community Survey, ACS 2023 5-Year Projections		

On average, the City's residents tend to be slightly older than the county as a whole (median age of 37.5 years for the city vs. 34.4 years for the county). **Figure 2-2** shows a distribution of the City's population into five age brackets.

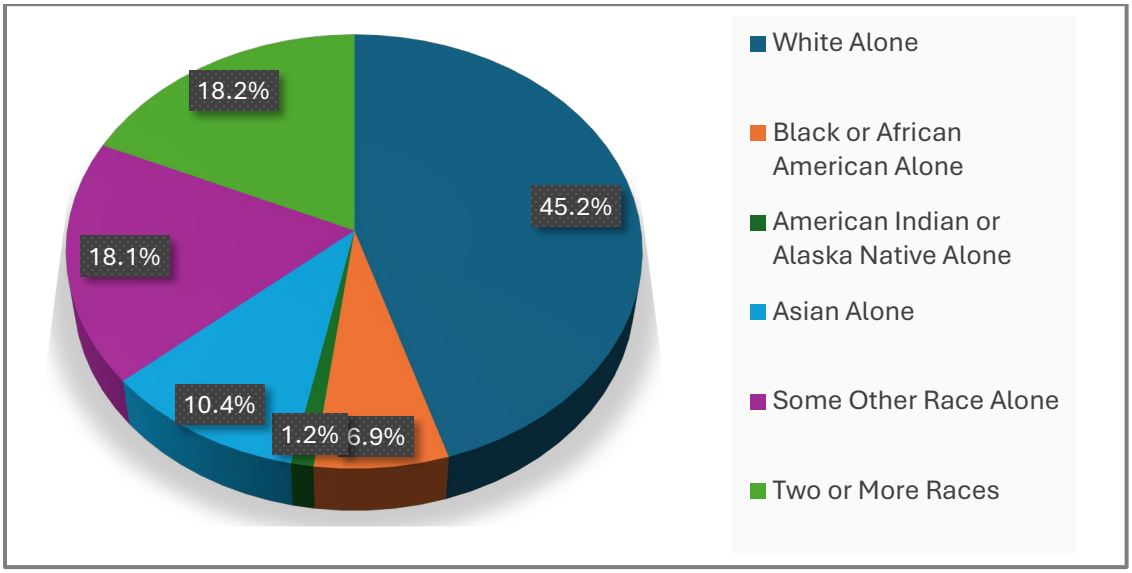
Figure 2-2. Age Distribution of Residents



Source: U.S. Census Bureau, 2023 American Community Survey (ACS). Percentage values are rounded to the nearest tenth decimal.

Non-Hispanic Whites constitute a larger share of Upland's population than of the county's (45.2% vs. 39.1%). Conversely, Black people and Asians are less represented in the City. **Figure 2-3** breaks down the City's population into five categories.

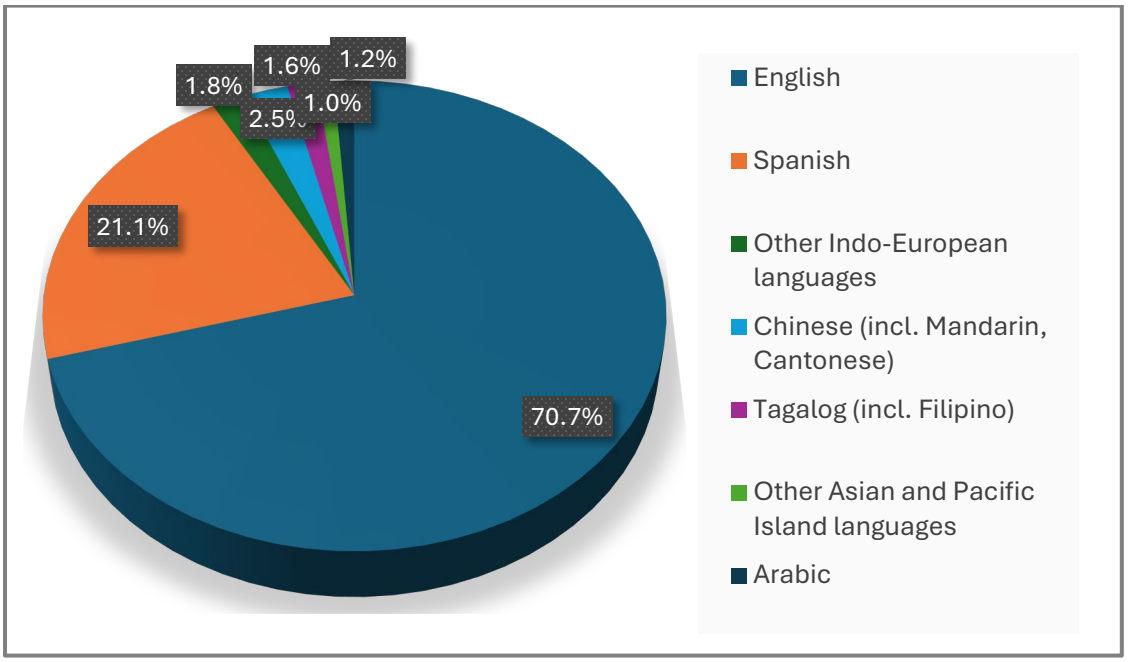
Figure 2-3. Racial Composition of Residents



Source: U.S. Census Bureau, 2023 American Community Survey (ACS). Percentage values are rounded to the nearest tenth decimal. In this dataset, "Latino/Hispanic" is not included as a race. Survey respondents may use "Some Other Race Alone" as an analog for "Latino/Hispanic."

Over 91% of the City's residents speak either Spanish or English at home, with over two-thirds preferring English. **Figure 2-4** details language usage in the City.

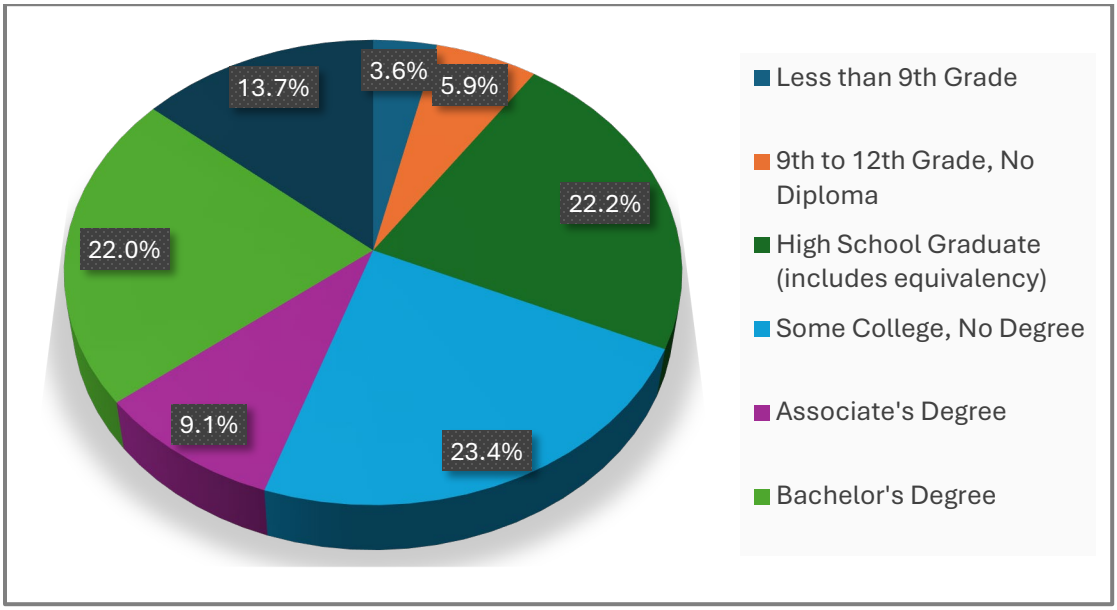
Figure 2-4. Languages Spoken at Home (Residents Aged 5+)



Source: U.S. Census Bureau, 2023 American Community Survey (ACS). Percentage values are rounded to the nearest tenth decimal.

Slightly over 90% of City residents have achieved at least a high school diploma, a higher proportion than the county. Over 44% hold some level of college degree. This may account for the City's 23.4% higher median income than the counties. **Figure 2-5** shows educational attainment details for the City's residents.

Figure 2-5. Educational Attainment of Residents Aged 25+



Source: U.S. Census Bureau, 2023 American Community Survey (ACS). Percentage values are rounded to the nearest tenth decimal.

Disabilities and Access and Functional Needs

No two disasters are ever the same. However, virtually all incidents disproportionately affect individuals with disabilities and access and functional needs (DAFN). This term refers to individuals who have:

- Physical, developmental, or intellectual disabilities
- Chronic conditions or injuries
- Limited English proficiency
- Older adults
- Children
- Pregnant women
- Low income, homelessness, and/or transportation-disadvantage (i.e., people dependent on public transit)

These are often the most overlooked parts of our populations; city and emergency planners may not even know the size of these communities or where they live or work. The data presented in **Table 2-2** are intended to provide a general overview of the prevalence of DAFN communities in Upland, enabling the city to engage them during mitigation planning and implementation.

TABLE 2-2: DAFN COMMUNITIES IN UPLAND		
	Number	**Percentage**
Residents below 15 years of age	13,869	17.7%
Residents 65+ years of age	11,880	15.1%
Residents 65+ years living alone	2,207	2.8%
Residents with incomes below the poverty level in the past 12 months	9,167	11.7%
Total residents with a disability*	8,763	11.1%
Under 18 with a disability	534	0.6%
65+ with a disability	4,377	5.6%
Residents 5+ who speak English less than very well	7,308	9.8%
Residents 16+ who depend on public transportation	579	1.4%
Households that have no access to a vehicle	1,049	3.8%**
Households with no telephone service	261	0.96%**
Households with no internet access	870	3.2%**

Source: American Community Survey, ACS 2023 5-Year Projections

* Defined by the U.S. Census Bureau as vision difficulty, hearing difficulty, cognitive difficulty, ambulatory difficulty, self-care difficulty, or independent living difficulty.

** Percentage of households.

Climate

Like much of Southern California, Upland enjoys a Mediterranean climate, with hot, dry summers and mild winters. The warmest month of the year is August, with an average maximum temperature of 90.7º F; the coldest month of the year is December, with an average minimum temperature of 41.2º F. Temperatures vary up to 25º F between daytime and nighttime in summer, and about 22º F in winter. The annual average precipitation is 16.5 inches.

Economy

Upland's economic base has fully transitioned from an agricultural focus (which is now the smallest industry sector in the city) to services (including healthcare and education), retail, and professional occupations.

Unlike other San Gabriel Valley and Inland Empire cities, Upland never had a significant concentration of defense or aerospace industries and thus was relatively untouched by the post-Cold War crash in that sector. Its relatively low dependence on manufacturing and construction also mostly shielded it from recurring boom/bust cycles in those industries.

The U.S. Census Bureau ACS 5-Year Estimate for 2018–2023 says 62.6% of Upland residents 16 years and older are employed in a range of industry sectors, as shown in **Table 2-4**.

TABLE 2-4: EMPLOYMENT BY INDUSTRY SECTOR, RESIDENTS 16 YEARS AND OLDER		
Industry Sector	**Number Employed**	**Percent**
Educational services and health care and social assistance	11,111	27.7%
Professional, scientific, and management, and administrative and waste management services	4,322	10.8%
Retail trade	4,259	10.6%
Arts, entertainment, recreation, accommodation, and food services	3,881	9.7%
Transportation and warehousing, and utilities	3,496	8.7%
Manufacturing	2,695	6.7%
Construction	2,598	6.5%
Public administration	2,187	5.5%
Finance and insurance, and real estate and rental and leasing	2,032	5.1%
Other services, except public administration	1,986	5.0%
Wholesale trade	755	1.9%
Information	583	1.5%
Agriculture, forestry, fishing and hunting, and mining	215	0.5%
Total	**40,120**	**100.0%**
Source: American Community Survey, ACS 2023 5-Year Projections		

The City's median household income has increased by 134.3% since 2000, faster than the county's median household income growth of 106.5% over the same period. **Table 2-5** shows the distribution of household income over the past twelve months.

TABLE 2-5: DISTRIBUTION OF HOUSEHOLD INCOME IN LAST 12 MONTHS (2023 DOLLARS)		
Income Range	**Number of Households**	**Percent**
Less than $10,000	1,081	4.0%
$10,000 to $14,999	668	2.5%
$15,000 to $24,999	1,045	3.8%
$25,000 to $34,999	1,276	4.7%
$35,000 to $49,999	2,181	8.0%
$50,000 to $74,999	3,678	13.5%
$75,000 to $99,999	3,448	12.7%
$100,000 to $149,999	5,242	19.3%
$150,000+	8,566	31.5%
Total	**27,185**	**100.0%**
Source: American Community Survey, ACS 2023 5-Year Projections		

Like many communities in Southern California, most local residents commute outside the City to work. Upland experiences a net outflow of over 5,400 workers during the daily going-to-work commute (29,540 outbound vs. 24,128 inbound).

The City's top ten private-sector employers are concentrated on retail and services, as shown in **Table 2-6**.

TABLE 2-6: TOP 10 PRIVATE-SECTOR EMPLOYERS (2024)

Employer	Type of Business	# Employees	% of Total City Employment*
San Antonio Regional Hospital	Healthcare	2,000	5.3%
Upland Unified School District	Public Education	1,272	3.4%
VCI Construction	Construction	458	1.2%
Holliday Rock Co. Inc	Construction Materials	350	0.9%
Upland Rehabilitation & Care Center	Healthcare	343	0.9%
Home Depot	Retail	324	0.9%
Lewis Group	Property Development	314	0.8%
City of Upland	Local Government	280	0.7%
Target	Retail	264	0.7%
Walmart	Retail	201	0.5%
	Total	**5,806**	**15.4%**

Source: Upland FY 2024 Annual Comprehensive Financial Report.
* Total City private-sector employment is 40,120.

Development Profile

Upland has reached development levels close to complete build-out. Developers view the remaining small parcels as primarily commercial and industry usages.

The San Bernardino County Mapping Division completed a land-use survey for the County on a parcel-by-parcel basis. The land uses were characterized based on the County's land-use code categories. The summary of information on existing land use is shown on the General Plan Land Use Summary. According to data collected:

- Most of the City's land is dedicated to residential uses (3,427.92 acres, or 43.05 percent of the land surveyed).
- The next largest category of land is vacant or non-taxed land (2,236.77 acres, or 28.44 percent of the land in the City). This category includes public owned properties, open-space land, flood control, water recharge areas, and mineral resources areas.
- Industrial uses comprise 822.38 acres (10.40 percent), of which 817.83 acres are committed to light industrial uses and 4.55 acres are occupied by heavy industrial use.
- Office and retail uses are located on 513.12 acres of land (6.51 percent). These uses include small office (157.03 acres or 1.99 percent), medium office (.27 acres), and retail uses (355.83 acres or 4.52 percent).
- The City has 71 acres of land (.90) percent) committed to airport uses.
- The land surveyed includes parking (9.82 acres) and special public facilities, including San Antonio Community Hospital, churches, and publicly owned buildings.

HOUSING

Like most Southern California communities, Upland's housing stock and land usage are dominated by single-family detached homes. This type of development is one of the greatest contributors to our current housing shortage and its attendant high prices and homelessness. However, the wood-frame, single-family detached house is one of the most seismically resilient building types in our cities, though its performance during urban conflagrations leaves much to be desired. **Table 2-7** shows the details.

TABLE 2-7: HOUSEHOLD TENURE BY NUMBER OF UNITS IN STRUCTURE

	Number of Households	Percent
Owner-occupied units		
1 unit, attached/detached	14,416	53.0%
2–4 units	87	0.3%
5 or more units	132	0.5%
Mobile homes, RVs, boats, etc.	834	3.1%
Renter-occupied units		
1 unit, attached/detached	3,517	12.9%
2–4 units	2,247	8.3%
5 or more units	5,874	21.6%
Mobile homes, RVs, boats, etc.	78	0.3%
Total households	**27,185**	**100%**

Source: American Community Survey, ACS 2023 5-Year Projections

COMMERCIAL

Upland's 2nd Avenue commercial area has historically functioned as Upland's "main street" since its founding. Other major commercial strips are Foothill Boulevard and Mountain Avenue in the City's south, and the strip of Highway 210 east of Euclid Avenue. Most of the City's industrial development is next to the airport in the southwest.

DEVELOPMENT TRENDS

The development of infrastructure and residential and commercial structures is ongoing to keep up with the resulting demands. However, the city's land area is relatively small, 15.84 square miles, and will thus serve to limit growth in the future. The lack of opportunity to build out will force a denser population per acre in residential developments.

The overall intention is to preserve the city's scale and general character. Current strategies focus on opportunities to recapture commercial and industrial development along with employment-generating land uses. The emphasis is on projects such as the Colonies at San Antonio, a mixed-use, master-planned community of residential, commercial, and recreational development. Other planned development projects include:

- An Opportunity Zone bordered by Benson Avenue on the west, Foothill Boulevard and 11th Street on the north, San Antonio Avenue and Mountain Avenue on the east, and 9th Street on the south.
- A mixed-use, commercial/residential development north of Highway 210 and east of Benson Avenue, across from the mall.
- The Harvest at Upland residential development on Monte Vista Avenue south of Foothill Boulevard.

All future development will be built in compliance with current development codes and standards, taking all hazards into account.

Open Space

The City operates at least eight public parks, most of which are south of Highway 210. The public Upland Hills Country Club offers an 18-hole golf course east of North Campus Avenue along East 16th Street, and the private Red Hill Country Club hosts an 18-hole course next to Upland's eastern border north of Foothill Boulevard. Aside from this, the bulk of outdoor recreation opportunities lies in the mountains north of San Antonio Heights and in the watershed along San Antonio Creek immediately west of Upland.

Historical Resources

Upland has no registered National Historic Landmarks and only one State Historical Landmark: the "Madonna of the Trail," a 1929 statue commemorating the westward expansion. Three other areas in the City form informal historic districts:

1) Period structures still dot **Foothill Boulevard** (previously known as Historic Route 66), including the 1929 Buffalo Inn and an original "golden arches" McDonald's.
2) **Euclid Avenue** entered the National Register of Historic Places in 2005. Pre-1950s homes lined much of the road from north of Interstate 10 to Foothill Boulevard. The three-mile-long Bridle Trail, which separates the northbound and southbound lanes, remains a linear park for joggers and walkers.
3) **Historic Downtown Upland** encompasses the area east of Euclid Avenue between 8th Street and Arrow Highway. An eponymous business organization seeks to preserve the remaining period structures in Upland's traditional downtown, once known as "Old Magnolia."
4) **Carnegie Library** located at 123 East D Street, was completed in 1913 and holds the distinction of being the city's first public building. Funded in part by a $10,000 grant from Andrew Carnegie, the building served as the town's public library until 1969. It currently serves as a community center and hosts the city's Literacy Program.

The City website hosts a catalog of over 600 houses built in or before 1950. None of them is currently listed in federal or state registries, but the City is committed to acknowledging, protecting, and enhancing them as historic resources.

General Plan goals and policies support this commitment by recommending the protection of these sites, subject to further study of their historical significance.

Infrastructure

Infrastructure plays a vital role in mitigating the effects of hazard events. When infrastructure fails, it can exacerbate the effects of a hazard event or complicate rescue efforts to reach victims. For example, fallen utility poles resulting from strong winds or seismic activity can obstruct roadways and prevent emergency vehicles from reaching affected areas.

Electric Power

Southern California Edison is the primary provider of electrical power in Upland. SCE's service area includes portions of 15 counties and hundreds of cities and communities across a 50,000-square-mile region in central, coastal, and Southern California. It operates the electrical transmission paths across Upland as well as the substations and switching yards in the distribution system.

Natural Gas

SoCalGas is the natural gas service provider for most of Southern California, including Upland. In addition to providing natural gas service, it owns and operates the natural gas infrastructure in and around the City.

Water

The City's Water Division has access to local and imported water supply resources. City water interests are a result of either a direct water right or indirectly through its shareholder interest (entitlement) in two private mutual water companies. Locally, the City has adjudicated groundwater water rights in the Chino, Cucamonga, and Six Basins. The City has a 93% shareholder interest in West End Consolidated Water Company's (WECW Co's) local groundwater operations. The City has a 68% shareholder interest in San Antonio Water Company (SAW Co.), which provides both local groundwater and surface water from San Antonio Canyon. Local surface water is treated at the City's San Antonio Water Treatment Plant. In addition to the local surface and groundwater supplies, the City invested in and owns a 22% interest in an 81-million-gallon imported water treatment plant, the Water Facilities Authority (WFA-JPA) Agua de Lejos, located on Benson Avenue north of 17th Street.

Wastewater / Stormwater

The City's Environmental Division is responsible for the collection of wastewater within the city limits and delivery to the Inland Empire Utilities Agency (IEUA). IEUA provides wastewater treatment and is the wholesale distributor of imported water and recycled water for the San Bernardino Valley. Upland is in IEUA Division 1.

The San Bernardino County Flood Control District provides flood protection within its boundaries. The District has developed and operated an extensive system of dams, conservation basins, channels, and storm drains to intercept and convey flood flows through and away from the major developed areas of the county.

TRANSPORTATION

Two major freeways provide direct access to Upland: I-10 (along Upland's southern border) and State Highway 210 (cutting across the City's north end). Euclid Avenue, which connects Upland with Chino via Ontario, is also partly a state highway (CA-83). Foothill Boulevard is part of CA-66. The regional surface street grid continues largely without interruption through the city.

Omnitrans, the San Bernardino Valley's bus transit system, provides bus transportation in and through Upland.

Metrolink owns the former ATSF right-of-way through Upland. The San Bernardino Line stops at the historic Upland train station. BNSF runs freight operations on the same trackway.

Cable Airport, the world's largest family-owned, public-use, general aviation airport, is located next to the primary industrial area in Upland's southwest corner.

TELECOMMUNICATIONS

AT&T and Frontier Communications provide landline phone and data service to a steadily dwindling number of customers in Upland. The three major wireless communications companies operate cell sites in the City.

CHAPTER 3 –
RISK ASSESSMENT

Risk assessment is the process of measuring the potential impact on life, property, and the economy resulting from natural hazards. The intent of the risk assessment is to identify—as much as practicable, given existing, available data—the qualitative and quantitative vulnerabilities of a community. The results of the risk assessment provide a foundation for developing and prioritizing mitigation actions to reduce damage from natural hazards by improving preparedness and response times and better allocating resources to areas of greatest vulnerability.

This risk assessment section evaluates the potential loss from each hazard by assessing the vulnerability of buildings, infrastructure, and people to its effects. It identifies the characteristics and potential consequences of hazards, how much of the community a hazard could affect, and its impact on the community's population and assets. The risk assessment approach consists of two components:

1) **Hazard Identification:** Identification and screening of hazards.
2) **Hazard Profiles:** Review of historical occurrences and assessment of the potential for future events.

Hazard Identification

HAZARD SCREENING CRITERIA

FEMA guidance identifies several hazards that communities should evaluate for inclusion in a hazard mitigation plan. Communities may also consider additional hazards for their plans. The HMPC reviewed an extensive list of hazards and excluded those that don't pose a significant threat to Upland. **Table 3-1** lists the hazards considered and explains the reasoning for inclusion or exclusion. For context, this table shows whether a hazard is recommended for consideration by FEMA, if it's included in the 2023 California State Hazard Mitigation Plan (SHMP), and if it's included in the San Bernardino County Hazard Mitigation Plan (SBC HMP). This table doesn't include all potential impacts; the table is based upon FEMA and state guidance and the most probable impacts within Upland. As a result, some hazards—like war or foreign invasion—are better addressed at the federal level.

TABLE 3-1: HAZARD EVALUATION FOR UPLAND LHMP			
Hazard	**Source of Recommendation**	**Included in LHMP?**	**Reason for Inclusion or Exclusion**
Agricultural Pests	SHMP	No	The Planning Committee did not consider the LHMP to be the appropriate place to address disease and pest management hazards.
Air Pollution	SHMP	No	While air pollution remains a chronic hazard for Upland's residents, its mitigation is the domain of regional, state, and federal agencies.
Aircraft Incident	SHMP	Yes	Transportation incidents, including vehicle, air, and rail mass casualties, are identified as a hazard of concern for the City.
Aquatic Invasive Species	SHMP	No	There are no standing bodies of water in Upland large enough to host invasive aquatic species.
Avalanche	FEMA guidance SHMP	No	Not applicable. Snowfall is not a typical occurrence in Upland, and there is no historical record of this hazard in the region.
Civil Disturbance or Riot	SHMP	Yes	Civil disturbances are included under human-caused hazards; however, they may be related to mass casualty incidents, some of which may be outgrowths of extreme civil disturbances. MCIs are included in the "Human-Caused Hazards" profile.
Climate Change	SHMP SBC HMP	Yes (as a component of other hazards)	Climate change can affect the frequency, intensity, and/or location of different hazards. It is not a stand-alone hazard and will be discussed as a factor of other hazards rather than as a distinct event.
Coastal Flooding and Storm	FEMA guidance SHMP	No	Not applicable. Coastal erosion and storms occur within the coastal communities. Upland is not a coastal community.
Cyber Threats	SHMP	Yes	Cybercrime and cyberterrorism are hazards of concern for all levels of government in the state and nation.
Dam Failure	FEMA guidance SHMP SBC HMP	Yes	Upland lies within the inundation zone for dams.
Drought	SHMP SBC HMP	Yes	Droughts are a recurring and potentially severe hazard in Upland.
Energy Shortage	SHMP	No	The Planning Committee did not consider the LHMP to be the appropriate place to discuss energy shortages.

TABLE 3-1: HAZARD EVALUATION FOR UPLAND LHMP			
Hazard	**Source of Recommendation**	**Included in LHMP?**	**Reason for Inclusion or Exclusion**
Epidemic, Pandemic, Vector-Borne Disease	SHMP	No	While epidemics and pandemics are potential hazards of concern for Upland, their mitigation is the domain of county, state, and federal agencies.
Erosion	FEMA guidance SHMP	No	There are no known erosion hazards in the City.
Expansive Soil	FEMA guidance	No	There is no known expansive soil in Upland.
Extreme Cold	FEMA guidance SHMP	No	Extreme cold events are not a hazard to the community.
Extreme Heat	FEMA guidance SHMP	Yes	Extreme heat events are a recurring hazard in Upland.
Fault Rupture	FEMA guidance SHMP SBC HMP	Yes	Upland is in a seismically active area and has experienced past earthquakes.
Flooding	FEMA guidance SHMP	Yes	Floods are a hazard in Upland.
Fracking	SHMP	No	Fracking does not occur in Upland.
Hail	FEMA guidance	No	The Planning Committee found that hail severe enough to constitute a hazard in Upland is too rare to be included in this Plan.
Hazardous Materials Release	SHMP	Yes	Various modalities of hazardous materials released are potential threats to the City.
Hurricane	FEMA guidance SHMP	No	Hurricanes do not occur in Upland.
Infrastructure Failure	SHMP	Yes	Reservoir replacement due to faulty design. Closed landfill.
Landslide	FEMA guidance SHMP	No	Landslide-prone areas are outside and to the north of the City.
Levee Failure	SHMP	Yes	Certain levees along the City's eastern border may pose a hazard during high-water-flow events. This is addressed as part of the Flood Hazard profile.
Lightning	FEMA guidance	No	Lightning is not a sufficient hazard to be addressed in this Plan.
Liquefaction	FEMA guidance SHMP SBC HMP	No	Liquefaction is not considered to be a hazard of concern for the City.
Methane-containing Soils	SBC HMP	No	There are no known methane-containing soils in Upland.
Natural Gas Pipeline Hazards	SHMP	Yes	A natural gas transmission pipeline crosses the City's downtown and industrial areas.

TABLE 3-1: HAZARD EVALUATION FOR UPLAND LHMP			
Hazard	**Source of Recommendation**	**Included in LHMP?**	**Reason for Inclusion or Exclusion**
Oil Spills	SHMP	No	Hazardous materials release is identified as a City concern; however, significant oil spills were not included.
Power Failure	SHMP	Yes	Public Safety Power Shutoffs may affect the northern part of the City during Red Flag events.
Radiological Accidents	SHMP	No	Hazardous materials release is identified as a City concern; however, radiological materials release was not included.
Sea-level Rise	FEMA guidance SHMP	No	Upland is not a coastal community and so is not susceptible to sea level rise.
Seiche	FEMA guidance SHMP	No	There are no standing bodies of water in Upland large enough to create a significant seiche.
Seismic Shaking	FEMA guidance SHMP SBC HMP	Yes	Upland is in a seismically active area and has been impacted by earthquakes in the past.
Severe Wind	FEMA guidance	Yes	Severe winds occur in Upland and may pose a threat to the community.
Severe Winter Storms	FEMA guidance SHMP SBC HMP	No	Severe winter storms are not identified as a threat to Upland
Storm Surge	FEMA guidance	No	Upland is not a coastal community and so is not susceptible to storm surge.
Subsidence	FEMA guidance	Yes	While subsidence in general is not a concern for the City, the presence of a former landfill is. Former landfills can often experience subsidence as the materials below the surface settle or decompose.
Terrorism (Mass-Casualty Incident)	SHMP	Yes	Since active-shooter incidents and terrorism may happen anywhere, the Planning Committee determined that mass-casualty incidents should be addressed in the Plan.
Thunderstorm	SHMP	No	The San Bernardino Valley rarely experiences thunderstorms severe enough to pose a threat to Upland.
Tornadoes	FEMA guidance SHMP	No	Tornadoes do not pose a threat to Upland.
Transportation Incidents	SHMP	Yes	Major transportation routes, heavy road, air, and rail traffic, and a gas pipeline put Upland at risk from transportation-related incidents.
Tree Mortality	SHMP	No	The City currently manages its urban forest effectively and does not feel it constitutes a hazard of concern.

TABLE 3-1: HAZARD EVALUATION FOR UPLAND LHMP			
Hazard	**Source of Recommendation**	**Included in LHMP?**	**Reason for Inclusion or Exclusion**
Tsunami	FEMA guidance SHMP	No	Tsunamis are a coastal hazard, and Upland is not a coastal community.
Urban Fire	SHMP SBC HMP	Yes	Wildland/Urban Interface fires can become urban conflagrations under extreme weather conditions.
Volcano	SHMP	No	There are no volcanoes near enough to Upland to reasonably pose a risk to the community.
Wildfire	FEMA guidance SHMP	Yes	Upland is located approximately one mile below the San Bernardino National Forest, and wildfires have affected the City in the past.
* Federal disasters are declared at the county level. A disaster declared for San Bernardino County did not necessarily cause any harm to Upland.			

After hazard evaluation and the organizational changes were made by the HMPC, this Plan discusses seven broad hazard types with their respective sub-categories, including climate change, which is discussed in each hazard profile, these are depicted in **Table 3-2**.

TABLE 3-2: HAZARD CATEGORIES AND SUB-CATEGORIES	
Hazard Category	**Sub-Categories**
Seismic Hazards	• Fault Rupture • Seismic Shaking
Fire	• Wildland Fire • Wildland / Urban Interface Fire
Human-Caused Hazards	• Hazardous Materials Release • Landfill Subsidence • Transportation Incidents (Rail, Aircraft, Highway) • Cybercrime Incidents • Mass Casualty / Fatality Incidents
Severe Weather	• Extreme Heat • Drought • Severe Wind
Infrastructure Failure	• Power Failure • Public Safety Power Shutoff
Flood	• Surface Flooding • Dam and Levee Failure

HAZARD SCORING AND PRIORITIZATION

The HMPC followed FEMA guidance for hazard mitigation plans, prioritizing each of the eight hazards and their respective subcategories. In the initial step, it assigned a score of 1 to 4 for each of the hazards for the following criteria:

- **Probability:** The likelihood that the hazard will occur in Upland in the future.
- **Magnitude/Severity:** The severity of the direct damage of the hazard to Upland.
- **Warning Time:** The time the city has before a disaster event/hazard impacts Upland.

- **Duration:** The time that the disaster event will affect Upland.

The HMPC assigned a weighting value to each criterion, giving a higher weight to the criteria deemed more important and multiplied the score for each criterion by weighing the factor in determining the overall score for each criterion. FEMA recommends these weighting values:

- **Probability:** 2.0
- **Location:** 0.8
- **Maximum Probable Extent (Primary Impact):** 0.7
- **Secondary Impacts:** 0.5

After calculating the total impact score for each hazard (sum of the location, maximum probable extent, and the secondary impact), FEMA guidance recommends multiplying the total impact score by the overall probability to determine the final score for each hazard. A final score between 0 and 12 is considered a low-threat hazard, 12.1 to 42 is a medium-threat hazard, and a score above 42 is considered a high-threat hazard. This final score determines the prioritization of the hazards. **Table 3-3** depicts the criteria for scoring each hazard previously discussed, including probability, location, primary impact, and secondary impacts.

In compliance with the Disaster Mitigation Act (and as further specified by Interim Final Rule 44 CFR Section 206.401(c)(2)(i)), this LHMP addresses, in substantial detail, the primary hazards facing the City. Lower-priority hazards are addressed at a lesser level of detail due to their relatively reduced impacts, as identified in the hazard assessment discussion. **Table 3-4** shows each hazard's criterion scores, final score, and threat level based on the above prioritization process.

TABLE 3-3: CRITERION SCORING				
Category	**Description**	**Score**	**Weighting Factor**	
Probability	Unlikely	Extremely rare with no documented history of occurrences or events. Annual probability of less than 0.001	1	**2.0**
	Possible	Extremely rare with no documented history of occurrences or events. Annual probability of between 0.01 and 0.001	2	
	Likely	Occasional occurrence with at least two or more documented historic events. Annual probability of between 0.1 and 0.01	3	
	Highly Likely	Frequent events with a well-documented history of occurrence. Annual probability of greater than 0.1	4	
Location	Negligible	The impact zone is a small part of the planning area (a few structures).	1	**0.8**
	Limited	The impact zone is a limited part of the planning area (a neighborhood or city block).	2	
	Significant	The impact zone is a significant part of the planning area (multiple blocks or neighborhoods; a district).	3	
	Extensive	The impact zone covers much of the planning area (multiple districts).	4	
Maximum Probable Extent (Primary Impact)	Negligible	Negligible property damages (less than 5% of critical and non-critical facilities and infrastructure). Injuries or illnesses are treatable with first aid, and there are no deaths	1	**0.7**
	Limited	Slight property damages (greater than 5% and less than 25% of critical and non-critical facilities and infrastructures). Injuries and illnesses do not result in permanent disability, and there are no deaths	2	
	Critical	Moderate property damages (greater than 25% and less than 50% of critical and non-critical facilities and infrastructures). Injuries or illnesses result in permanent disability and at least one death	3	
	Catastrophic	Severe property damages (greater than 50% of critical and non-critical facilities and infrastructure). Injuries or illnesses result in permanent disability and multiple deaths	4	
Secondary Impacts	Negligible	No loss of function, downtime, and/or evacuations. Shutdown of critical facilities for less than 24 hours. Negligible quality of life lost	4	**0.5**
	Limited	Minimal loss of function, downtime, and/or evacuations. Shutdown of critical facilities for more than 1 day and less than 1 week. Limited quality of life lost	3	
	Moderate	Some loss of function, downtime, and/or evacuations. Shutdown of critical facilities for more than 1 week and less than 1 month. Moderate quality of life lost	2	
	High	Major loss of function, downtime, and/or evacuations. Shutdown of critical facilities for more than 1 month. Significant quality of life lost	1	

TABLE 3-4: UPLAND HAZARD PRIORITIZATION SCORES AND THREAT LEVELS						
Hazard	Probability (2.0)	Impact (2.0)			Total Score	Hazard Planning Consideration
		Location (0.8)	Primary Impact (0.7)	Secondary Impact (0.5)		
Seismic Hazards	3.0	3.0	3.0	3.0	36.0	**Medium**
• Fault Rupture	3	2	3	2	28.2	Medium
• Seismic Shaking	3	4	3	4	43.8	High
Fire	3.0	3.0	3.0	4.0	39.0	**Medium**
• Wildland Fire / Wildland Urban Interface Fire	3	3	3	4	39.0	Medium
Human-caused Hazards	2.8	1.8	2.6	2.6	25.1	**Medium**
• Hazardous Materials Release	3	2	2	3	27.0	Medium
• Landfill Subsidence	3	1	2	2	19.2	Medium
• Transportation Incidents (Rail, Aircraft, Highway)	2	2	3	3	20.8	Medium
• Cybercrime Incidents	4	2	3	2	37.6	Medium
• Mass Casualty / Fatality Incidents	2	2	3	3	20.8	Medium
Severe Weather	2.7	3.0	2.0	2.7	28.0	**Medium**
• Extreme Heat	2	3	2	3	21.2	Medium
• Drought	2	2	2	3	18.0	Medium
• Severe Wind	4	4	2	2	44.8	High
Infrastructure Failure	2.5	4.0	2.2	3.0	28.6	**Medium**
• Power Failure	2	4	2	3	24.4	Medium
• Public Safety Power Shutoff	3	4	2	3	32.7	Medium
Flood	2.0	3.0	2.5	3.0	20.3	**Medium**
• Surface Flooding	3	2	2	3	27.0	Medium
• Dam and Levee Failure	1	4	3	3	13.6	Medium

Hazard Profile: Seismic Hazards

DESCRIPTION

An earthquake is a sudden motion or trembling caused by the release of strain accumulated within or along the edge of the Earth's tectonic plates. The effects of an earthquake can be felt far beyond the site of its occurrence. They usually occur without warning and can cause massive damage and extensive casualties after just a few seconds.

Common effects of earthquakes are ground motion and shaking, surface fault ruptures, and ground failure. Ground motion is the vibration or shaking of the ground during an earthquake. When a fault ruptures, seismic waves radiate, causing the ground to vibrate. The severity of the vibration increases with the amount of energy released and decreases with distance from the causative fault or epicenter. This sudden discharge of energy into the crust can lead to rupturing of land that sits on top of fault lines, liquefaction in areas with wet soil, or landslides in hilly or mountainous areas.

Fault Rupture

The shifting and movement of the Earth’s tectonic plates are responsible for seismic events. These tectonic plates can pull away from, move toward, or pass by each other. As they do, the plates sometimes lock together. This creates tension, and the built-up tension is eventually released like a springboard. The tension dissipates into the Earth’s crust.

The location at which two tectonic plates join is called a fault line. Fault lines are sometimes visible on the Earth’s crust as sudden rifts or anomalies in the continuity of the landscape. California's major north-south fault line is the San Andreas Fault, where the North American and Pacific Plates meet. Constant friction between the two plates over the millennia has caused the areas where they intersect to become fragmented, creating new, smaller faults.

The area near a fault line is at risk of damage due to the potential for a fault rupture, the deformation or displacement of land on either side of the fault, which may move a few inches to several feet in opposite directions. Any buildings or infrastructure situated around, on top of, or across a fault line could potentially be severely damaged or destroyed. The direction of the fault rupture depends upon the fault type: dip-slip faults produce vertical shearing, strike-slip faults produce horizontal shearing, and oblique-slip faults produce both vertical and horizontal shearing. A fourth kind of fault, called a “blind” fault, produces virtually no visible land displacement.

Some faults have emerged recently in geologic history. Quaternary faults have developed at any time between the Holocene Era and the present (within the last 1.8 million years). These faults are especially concerning because they are most likely to be active and to cause future earthquakes. The Alquist-Priolo Earthquake Fault Zoning Act enables the California State Geologist to designate zones surrounding active faults as Alquist-Priolo Special Study Zones, which are special regulatory zone that requires additional study to determine the location of the fault and the limits of the area prohibited from surface construction on top of the known location of an active fault.

Seismic Shaking

Seismic shaking is the motion felt on the Earth's surface caused by an earthquake. In most cases, earthquakes are not powerful enough to be felt. However, particularly powerful earthquakes can generate significant shaking, causing widespread destruction and property damage.

Location and Extent

Fault Rupture

The City of Upland is near several known active and potentially active earthquake faults. The San Jacinto Fault, approximately 15 miles from the City, experienced its most recent surface rupture on April 9, 1968 (M 6.5) on its Coyote Creek segment. The Cucamonga Fault is part of the Sierra Madre fault zone. It traverses the northern section of the City and runs directly through San Antonio Heights. Activity has been low on this fault.

The southern segment of the San Andreas Fault is located approximately thirty miles from the City of Upland. The current probability of a magnitude 8.3 or greater earthquake on this fault is between 2 and 5 percent.

New faults are continuously being discovered within the region. Scientists have identified almost 100 faults in the greater Los Angeles area known to be capable of a magnitude 6.0 or greater earthquake. January 17, 1994, magnitude 6.7 Northridge Earthquake (thrust fault), which produced severe ground motion, caused 57 deaths, 9,253 injuries, and displaced over 20,000 people.

Depending on the magnitude and duration of an earthquake along one of the region's faults, Upland can expect to see varying degrees of damage citywide. The city's natural topography means there are areas of the community constructed on slopes, which may be subject to earthquake-induced landslides (see the landslide hazard profile for further discussion).

Seismic Shaking

Southern California, including Upland, is a highly seismically active region due to the major faults that run through it and are subject to seismic shaking. The intensity of seismic shaking is usually measured using the Modified Mercalli Intensity (MMI) scale, which is based on the observed damage. The MMI scale has replaced the Richter scale, which is no longer used since it loses effectiveness when measuring larger earthquakes. Since the degree of shaking, and consequently damage, generally decreases as the seismic energy travels further away from the fault rupture's point of origin, different sections of a city or region can report different MMI measurements in different locations. The MMI scale uses Roman numerals on a 12-point scale to measure shaking intensity by degree. **Table 3-5** shows the MMI scale, while **Table 3-6** lists earthquake faults that may affect the City.

TABLE 3-5: MODIFIED MERCALLI INTENSITY SCALE		
Intensity	**Description**	**Description**
I	Instrumental	Felt by very few people, under especially favorable conditions.
II	Feeble	Felt by a few people at rest, especially on the upper floors of buildings.
III	Slight	Noticeable by people indoors, especially on upper floors, but not always recognized as an earthquake.
IV	Moderate	Felt by many people indoors and by some people outdoors. Sleeping people may be awakened. Dishes, windows, and doors are disturbed.
V	Slightly strong	Felt by nearly everyone, and many sleeping people are awakened. Some dishes and windows broken, and unstable objects overturned.
VI	Strong	Felt by everyone. Some heavy furniture is moved, and there is slight damage.
VII	Very strong	Negligible damage in well-built buildings, slight-to-moderate damage in ordinary buildings, and considerable damage in poorly built buildings.
VIII	Destructive	Slight damage in well-built buildings, considerable damage and partial collapse in ordinary buildings, and great damage in poorly built buildings.
IX	Ruinous	Considerable damage to specially designed structures. Great damage and partial collapse in substantial buildings, and buildings are shifted off their foundations.
X	Disastrous	Most foundations and buildings with masonry or frames are destroyed, along with some well-built wood structures. Rail lines are bent.
XI	Very disastrous	Most or all masonry structures and bridges are destroyed. Rail lines are greatly bent.
XII	Catastrophic	Damage is total. The lines of sight are distorted, and objects are thrown into the air.
Source: https://www.usgs.gov/media/images/modified-mercalli-intensity-mmi-scale-assigns-intensities		

TABLE 3-6: SELECTED SHAKING SCENARIOS FOR UPLAND			
Fault Name	**Magnitude (Mw)**	**Distance (Miles) ***	**MMI range in Upland**
San Jose	6.66	8.34	7.5 – 8.0
Cucamonga	6.88	9.37	7.5 – 8.0
San Jacinto (Lytle Creek)	6.72	13.47	6.0 – 7.0
San Jacinto (San Bernardino)	6.96	17.02	6.5 – 7.0
San Andreas NSB+SSB	7.21	26.87	6.5 – 7.0
Note: UCERF3 results consist of two individual models (3.1 and 3.2), each of which provides rupture probabilities for each segment of the fault. This table shows the maximum probability for a section of the fault in either model.			

Another scale for measuring seismic shaking is the moment magnitude scale (MMS, denoted Mw or simply M). The MMS measures the energy released by the fault rupture, starting at 1.0 and increasing as the earthquake's energy grows. The MMS is a logarithmic scale, meaning that the difference between numbers on the scale increases as the numbers increase. An earthquake with 5.0 M is approximately 1.4 times greater than 4.9 M, 32 times greater than 4.0 M, and 1,000 times greater than 3.0 M.

Seismic shaking can also be measured in relationship to the force of Earth's gravity (g) or percent g. This method is useful for displaying areas of seismic shaking potential on a map. Percent g is computed by determining the acceleration of the earthquake's motion relative to the force of gravity. The acceleration of gravity is 980 centimeters per second, so if, for example, an earthquake's acceleration is measured at 765 centimeters per second, the shaking is modeled as 765/980, or .781 g (78.1% g). **Figure 3-1** plots the seismic hazard zones and associated faults in and around Upland, while **Figure 3-2** shows the seismic shaking potential in the City.

PAST EVENTS

Since seismologists began recording earthquakes, tens of thousands have been recorded in Southern California, most with magnitudes below 3. No community in Southern California is beyond the reach of a damaging earthquake.

Fault Rupture

There haven't been any recorded instances of fault rupture within Upland despite the occurrence of earthquakes.

Seismic Shaking

Upland has experienced two earthquakes in the last 40 years of a magnitude greater than 4.0.

1) **June 26, 1988, Upland earthquake (Mw 4.7)** caused minor damage in the epicenter area (3 km NW of Upland) and would have been of relatively little notice were it not for the possibility that it might have been triggered by the Whittier Narrows earthquake nine months earlier and 20 km away.[3]

2) **February 28, 1990, Upland earthquake (Mw 5.4)** displayed similar behavior as its immediate predecessor. It was much more damaging than the 1988 quake, causing considerable damage near the epicenter and triggering landslides that blocked roads in the Mount Baldy area. It also caused some damage to the San Antonio Dam, which lies across the path of the main watershed coming south from Mount Baldy. Thirty-eight people sustained minor injuries. The quake was felt as far northeast as Las Vegas and as far south as Ensenada.[4]

In both cases, the causative fault was the San Jose fault, an 18-km-long concealed fault that splays west-southwest from the frontal fault of the central Transverse Ranges.

Other strong regional earthquakes have occurred in Southern California, but their epicenters have been so distant from Upland that seismic shaking generated by the event did not cause significant property damage or harm to the City.

The most recent significant earthquake affecting the Southern California region was the Northridge Earthquake in 1994. At 4:31 A.M. on Monday, January 17, a 6.7 earthquake struck the San Fernando Valley. Thousands of aftershocks occurred in the following days and weeks, causing additional damage to affected structures and the populace:

[3] SCEDC (2013): Southern California Earthquake Center. Caltech. Dataset. doi:10.7909/C3WD3xH1

[4] Ibid.

- Fifty-seven people were killed, and more than 1,500 people were seriously injured.
- For days afterward, thousands of homes and businesses were without electricity; tens of thousands had no gas, and nearly 50,000 people had little or no water.
- Approximately 15,000 structures were moderately to severely damaged, leaving thousands of people temporarily homeless; 66,500 buildings were inspected, nearly 4,000 were severely damaged, and over 11,000 were moderately damaged.
- Several collapsed bridges and overpasses created commuter havoc on the freeway system. Extensive damage was caused by ground shaking, but the earthquake triggered liquefaction, and dozens of fires also caused additional severe damage.
- Due to the impact in neighboring counties, San Bernardino County experienced transportation disruptions and some economic losses.

Table 3-7 shows significant earthquakes—magnitude 6.0 Mw or greater—that have occurred within 100 miles of Upland since 1933. Upland had no significant reported incidents of damage. Authorities made disaster declarations in Los Angeles County for the 1994 Northridge Earthquake and the 1987 Whittier Narrows Earthquake.

TABLE 3-7: SIGNIFICANT EARTHQUAKES (MW 6.0+) WITHIN 100 MILES OF UPLAND

Date	Name	Magnitude	Fault
3/11/1933	Long Beach	6.4	Newport-Inglewood
3/25/1937	Terwilliger Valley	6.0	San Jacinto
4/10/1947	Manix	6.5	Manix
12/4/1948	Desert Hot Springs	6.0	Banning (San Andreas S)
7/21/1952	Kern County	7.5	White Wolf
2/9/1971	Sylmar (San Fernando)	6.6	San Fernando
7/8/1986	North Palm Springs	6.0	Banning or Garnet Hill
4/23/1992	Joshua Tree	6.1	Eureka Peak
6/28/1992	Landers	7.3	Johnson Valley, Landers, Homestead Valley, Emerson, Camp Rock
6/28/1992	Big Bear	6.3	Unknown
1/17/1994	Northridge	6.7	Northridge Thrust
10/16/1999	Hector Mine	7.1	Lavic Lake, Bullion

Source: Southern California Earthquake Data Center. 2025. Earthquake Catalogs SCSN Catalog Search (1933–Present). http://service.scedc.caltech.edu/eq-catalogs/radius.php

Figure 3-1. Seismic Hazard Zones and Associated Faults In and Around Upland

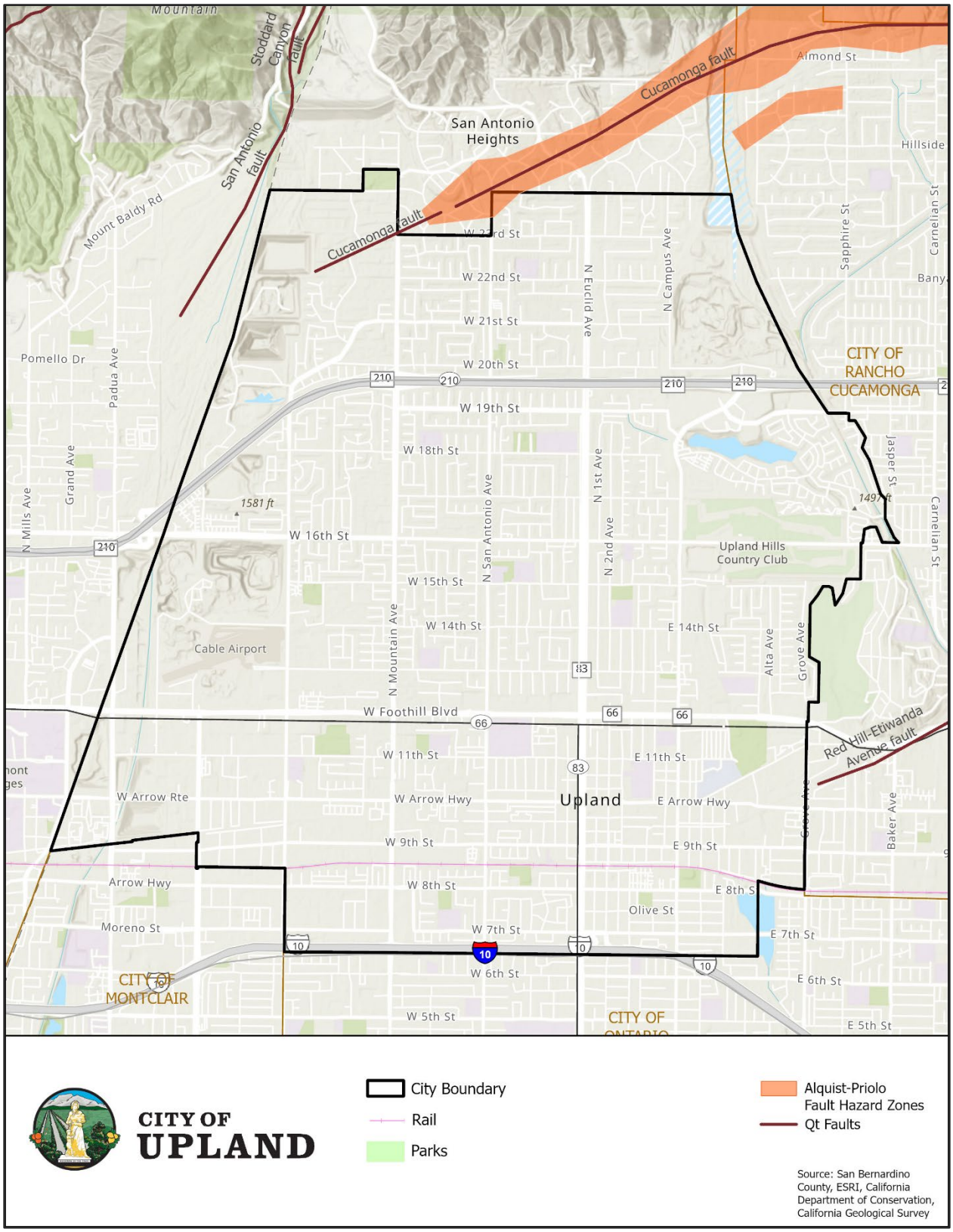
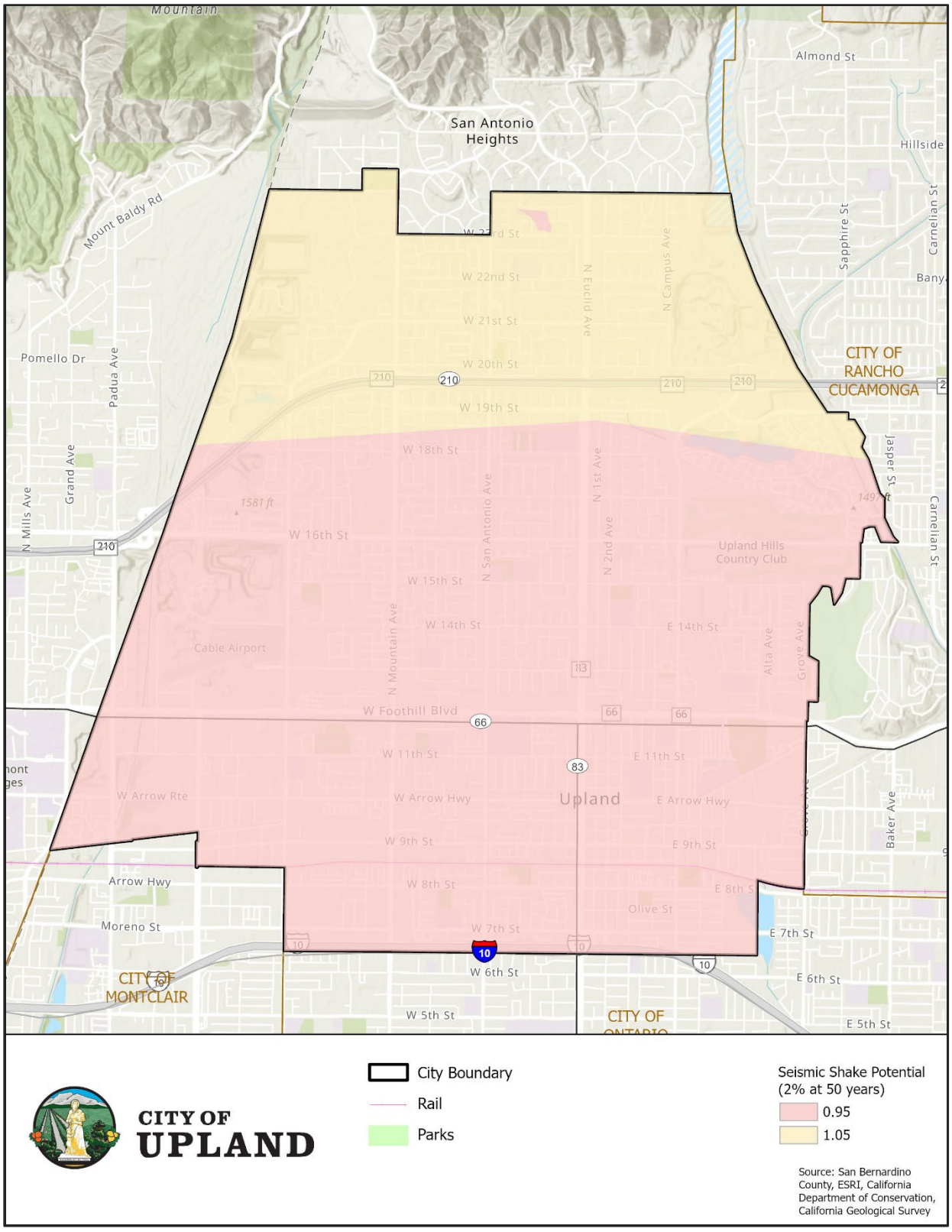


Figure 3-2. Seismic Shaking Potential in Upland



RISK OF FUTURE EVENTS

Fault Rupture

Given the presence of faults within the City, it is likely that fault rupture could occur in the future. As depicted in Hazard Scoring **Table 3-4** (above), fault rupture is considered likely. An occasional occurrence with at least two or more documented historic events, with an annual probability of between 0.1 and 0.01.

Seismic Shaking

Historical and geological records show California has a long history of seismic events. Southern California is probably best known for the San Andreas Fault, a 750-mile-long fault running from the Mexican border to an offshore point west of San Francisco. Geologic studies show that over the past 1,400 to 1,500 years, large earthquakes have occurred at about 130-year intervals on the Southern San Andreas Fault. As the last large earthquake on the Southern San Andreas occurred in 1857, that section of the fault is considered a likely location for an earthquake within the next few decades. The Third Uniform California Earthquake Rupture Forecast (UCERF3) was released in 2015 and is the most recent assessment of the probability of a major earthquake on various faults between 2015 and 2044. **Table 3-8** shows the results for Upland's nearby and regional fault lines.

TABLE 3-8: EARTHQUAKE PROBABILITIES FOR KEY FAULTS NEARBY (2015–2044)

Fault	Distance (Miles) *	Probability †			
		6.7+ Mw	7.0+ Mw	7.5+ Mw	8.0+ Mw
San Jose	2.62	0.30	0.20	0.03	Negligible
Cucamonga	3.57	1.09	0.97	0.61	0.03
Sierra Madre	5.52	1.10	1.06	0.72	0.03
Chino Alt 1	7.12	1.42	0.15	0.08	Negligible
Fontana	7.84	0.23	Negligible	Negligible	Negligible
San Jacinto (Lytle Creek)	7.89	1.13	1.13	1.12	0.49
San Gabriel	9.34	0.46	0.42	0.18	<0.01
San Jacinto (San Bernardino)	14.16	5.15	5.14	5.09	2.77
Whittier Alt 1	15.38	1.45	1.26	0.66	<0.01
San Andreas†	15.75	19.02	15.55	11.78	4.06
Elsinore (Glen Ivy)	19.03	3.19	1.68	0.89	<0.01
Elsinore (Temecula)	40.14	2.16	1.75	0.94	<0.01
Palos Verdes	44.11	3.09	2.79	0.10	Negligible

* Distance between Upland City Hall and the nearest point of the fault. All distances are approximate.

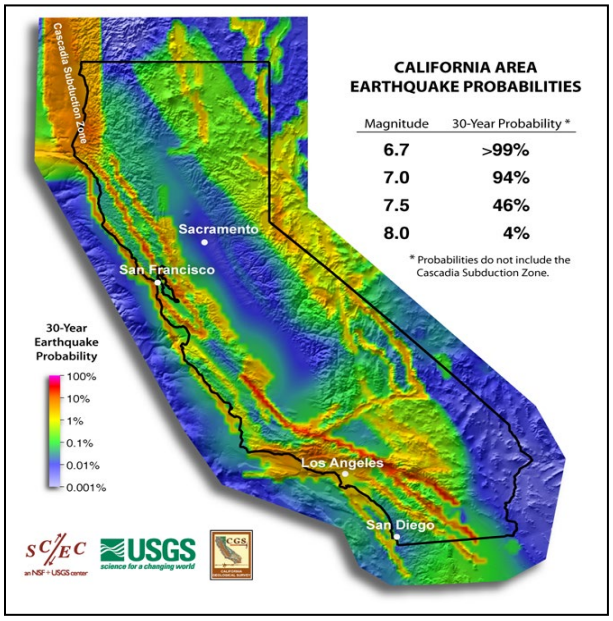
† Southern California segments only.

Note: UCERF3 results consist of two individual models (3.1 and 3.2), each of which provides rupture probabilities for each segment of the fault. This table shows the maximum probability for a section of the fault in either model.

Source: Working Group on California Earthquake Probabilities. 2015. The Third California Earthquake Rupture Forecast (UCERF3). https://wgcep.org/UCERF3

The entirety of California is prone to earthquake effects. **Figure 3-3** represents the UCERF3 probabilities of having a nearby earthquake rupture (within 3 or 4 miles) of magnitude 6.7 or larger in the next 30 years. As shown in the table, the chance of having such an event somewhere in California exceeds 99%. The 30-year probability of an even more powerful quake of magnitude 7.5 or larger is about 4%. As in Hazard Scoring **Table 3-4** (above), seismic shaking is considered likely. An occasional occurrence with at least two or more documented historic events, with an annual probability of between 0.1 and 0.01.

Figure 3-3. UCERF3 Probabilities of a Nearby Earthquake



CLIMATE CHANGE CONSIDERATIONS

Fault Rupture

Generally, there's no known direct connection between earthquake fault rupture and climate change. Some evidence suggests that increased oceanic pressure on tectonic plates due to melting land ice could influence the behavior of seismic events. Still, little indicates that this would play a major factor in any seismic event, including fault rupturing.

Seismic Shaking

There's no direct link between climate change and seismic activity, so climate change isn't expected to cause any changes to the frequency or intensity of seismic shaking. Some research indicates that climate change could result in "isostatic rebounds," or a sudden upward movement of the crust due to reduced downward weight from glaciers. As glaciers are known to melt when global temperatures increase, climate change could indirectly lead to increased seismicity in Southern California.[5]

[5] Masih, A. January 2018. "An Enhanced Seismic Activity Observed Due to Climate Change: Preliminary Results from Alaska." IOP Conference Series: Earth and Environmental Science. doi :10.1088/1755-1315/167/1/012018. https://iopscience.iop.org/article/10.1088/1755-1315/167/1/012018/pdf

Hazard Profile: Fire

DESCRIPTION

Wildland Fire

Wildland fires (wildfires) are fires that burn in largely undeveloped and natural areas. They are a regular feature of ecosystems throughout California. These fires help to clear brush and debris from natural areas and are necessary for the health of many ecosystems and various species' life cycles. However, since the early twentieth century, the common practice was to suppress naturally occurring fires in wildland areas, allowing dry plant matter and other fuels to build up.

Lightning, accidents, or arson can spark wildfires. The size and severity of any fire depend on fuel, weather conditions, and topography availability. However, wildfires in the WUI do not need to be large to be damaging. In Oakland, the 1991 Tunnel Fire was relatively small—only 1,600 acres—but it was one of California's deadliest and most destructive wildfires.[6]

The flames from wildfires create severe risks to property and lives. Smoke and other particulate matter from wildfires pose a health risk, even to those not near the blaze. Burned areas can be more susceptible to flooding and landslides because wildfires destroy the vegetation that helps slow down water runoff and hold slopes together.[7] The ground may repel water rather than absorb it when faced with ash deposits. Due to the change in the landscape structure after a fire, repelled water can carry debris into water reservoirs.[8]

Wildland / Urban Interface Fire

Human activity has caused changes in the buffer zone between urbanized and undeveloped areas, known as the wildland-urban interface (WUI). The more natural setting of a WUI can make these zones highly desirable places to live. In many parts of California, the WUIs have become developed, sometimes at densities approaching those of urbanized areas. This development activity has brought more people into wildfire-prone areas. The availability of fuel and increasing encroachment into WUI, together with a changing climate, have made wildfires among California's most common and dangerous natural hazards. Additionally, invasive pests such as the polyphagous shot hole borer can kill trees, creating more dead material that will potentially provide additional fuel for wildfires.

An urban fire is a fire that causes damage to buildings or infrastructure in an urban area. In some minor situations, the fire prompts the evacuation of the building's occupants, and the fire is contained within a short amount of time by firefighting teams or the building's fire suppression systems. In severe cases, the fire can destroy the building and spread to surrounding properties. Common causes of urban fires include stoves that are accidentally left on, short-circuited electrical equipment, or mishandling of household tools. Breaches in gas pipelines may cause

[6] Cal OES. 2016. https://webservices.caloes.ca.gov/wp-content/uploads/sites/10/2016/10/Top20_Deadliest.pdf

[7] EPA. 2019. "Wildfires: How Do They Affect Our Water Supplies?" https://www.epa.gov/sciencematters/wildfires-how-do-they-affect-our-water-supplies

[8] Bichell, R. 2019. "How Wildfires May Muck Up the West's Reservoirs." Colorado Public Radio. https://www.cpr.org/2019/09/25/how-wildfires-may-muck-up-the-wests-reservoirs/

larger urban fires, large transportation accidents, or downed electrical transmission wires. Arsonists may intentionally start fires.

When urban fires get out of control, they may become urban conflagrations, burning hundreds or even thousands of structures. The two most likely causes of urban conflagration are major earthquakes and wildfires that move through the WUI. The twin firestorms in Pacific Palisades and Arcadia in January 2025 show graphically what can happen when wildland fires driven by severe winds push through the WUI and reached developed areas.

Location and Extent

Wildland Fire

Wildfires are not measured on a specific scale and are usually classified by size (e.g., acres burned) or impact (buildings destroyed or damaged, injuries or deaths, cost of damage, etc.).

The California Department of Forestry and Fire Protection (Cal Fire) defines the wildfire hazard zones on a three-tier scale of fire hazard severity zones (FHSZs): very high, high, and moderate. These zone classifications don't correspond to a specific risk or intensity of fire but are qualitative terms that consider many factors.

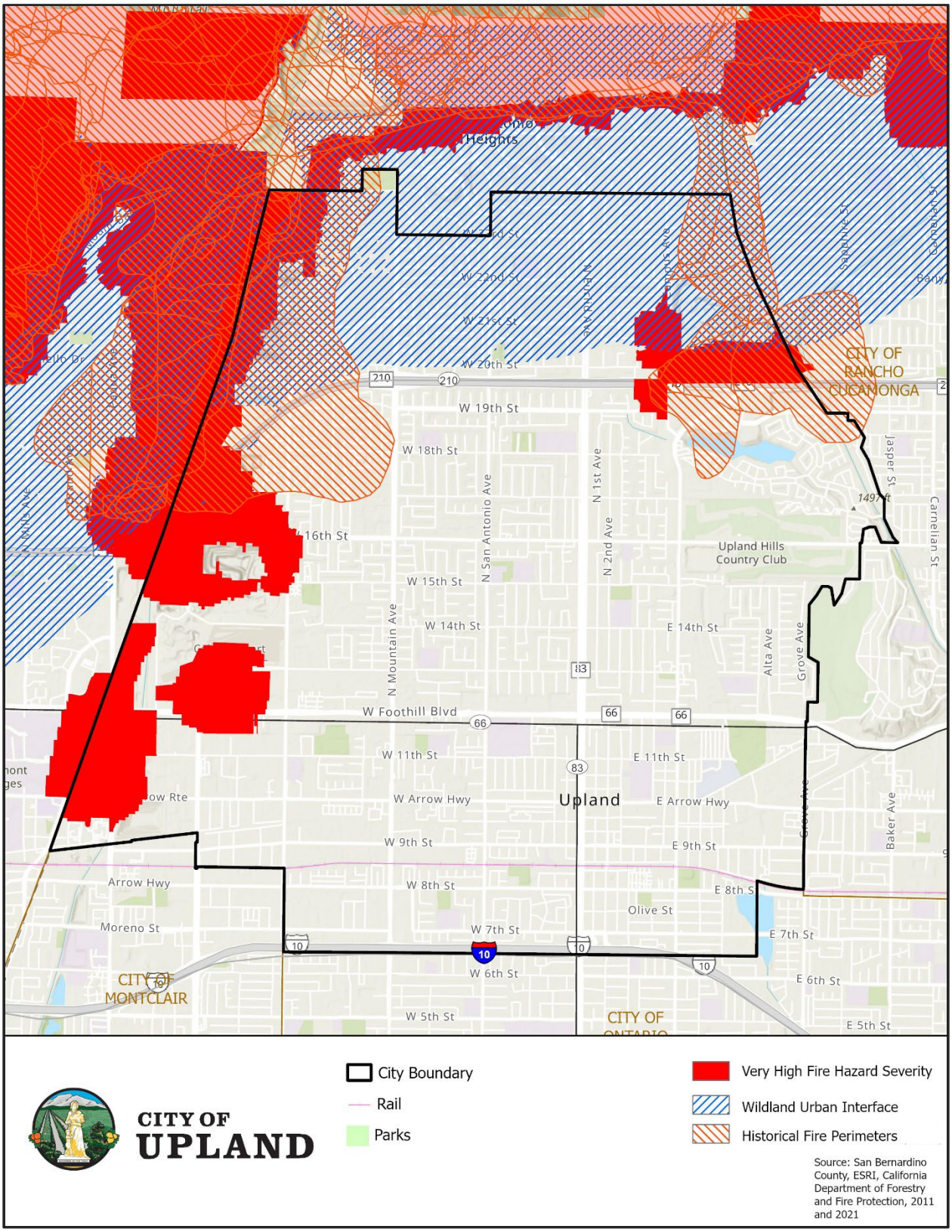
Fire-prone areas are also classified by the agency responsible for fire protection. Federal Responsibility Area (FRAs) fall to federal agencies such as the U.S. Forest Service, the Bureau of Land Management, and the National Park Service. State Responsibility Areas (SRA), which includes unincorporated land within counties with statewide watershed value, fall to the Cal Fire. Local Responsibility Areas (LRA), which include portions of incorporated cities with identified wildfire hazard zones, fall to local governments.

Due to the topography adjoining San Antonio Heights, Upland's sphere of influence is in an area susceptible to wildfires, and portions of the community are within the WUI. Wildfires present a significant threat to the city and the county in or near the WUI, as they have relatively high temperatures, low humidity, and low precipitation during the summer. Fall brings with it the Santa Ana winds to exacerbate the area's already dry conditions, increasing the foothills and canyons' susceptibility to wildfire. Fire threat assessment and Geographic Information System (GIS) mapping for Upland identify the WUI as the area within the City with the highest fire risk. **Figure 3-4** identifies portions of the City located within the WUI and historic fire perimeters in the City.

According to county and Cal Fire FHSZ mapping of the city, the northern border of San Antonio Heights is adjacent to an SRA Very High Fire Hazard Severity Zone (VHFHSZ). San Antonio Heights itself is part of a county Fire Safety Overlay that regulates how structures may be built to present the least fire risk. The San Antonio Creek scrublands along the western border of Upland proper are in an LRA VHFHSZ, as is the partly developed area north of Highway 210 and east of 2nd Avenue.

The potential for a wildfire to begin in the SRA and spread into the city's LRA is highly probable if the fire can't be contained with the SRA. The SRA located in unincorporated San Bernardino County falls under the jurisdiction of CAL Fire, while the LRA is under the control of the San Bernardino County Fire Protection District.

Figure 3-4. Wildland Urban Interface (WUI) and Historical Wildlife Perimeters



A fire can ignite only if three elements are present: heat, fuel, and oxygen. Lacking any one of these elements, a fire will extinguish itself. Thousands of structures In Upland provide copious amounts of fuel, making them extremely flammable. Activity that creates intense, unmonitored, or unregulated heat may lead to the ignition of a fire. The National Institute of Standards and Technology, Fire Research Division, has developed a scale that measures the increase in temperature and the kind of fire response that develops. **Table 3-9** shows the progression of temperature relative to fire response.

TABLE 3-9: FIRE SUSCEPTIBILITY BASED ON TEMPERATURE INCREASE

Temperature (°F)	Response
98.6 °F	Average normal human oral/body temperature.
101 °F	Typical body core temperature for a working firefighter.
109 °F	Human body core temperature that may cause death.
111 °F	Human skin temperature when pain is felt.
118 °F	Human skin temperature causes a first-degree burn injury.
130 °F	Hot water causes a scald burn injury with 30 s exposure.

Once a fire has ignited, it can conceivably grow indefinitely if abundant fuel and oxygen are available. For example, a fire that ignites in one house could hypothetically continue to expand and spread to other adjacent houses due to ember casting or fuel linking the structures. Fires in confined spaces may occasionally burn so intensely that they consume all the oxygen available and burn out before they can expand.

Wildland / Urban Interface Fire

Most of Upland's buildings are wood-frame construction and are susceptible to catching fire. Even structures that don't have wooden frames, such as large medical facilities or office towers, are at risk of urban fires. These locations contain furniture, papers, plant material, textiles, and other objects that can ignite. Given that nearly all of Upland is developed, urban fires can occur at any location in the City since any of these structures can potentially burn.

Fires are also likely to occur where significant pieces of infrastructure are located, such as gas pipelines, power lines, or highways.

- SoCalGas operates a large, high-pressure gas pipeline across the southern edge of the City. If the pipeline breaches and the released gas ignites, any structures located along the extent of the breach would likely catch fire.
- SoCal Edison owns and operates above-ground, high-voltage transmission lines strung from towers on rights-of-way through the City. While there are no structures directly beneath the towers in the utility right-of-way, trees or opportunistic plants (weeds) could ignite if a downed power line comes into contact with them. If this open space catches fire, it could spread to surrounding homes and buildings if hot cinders from the fire encounter the buildings.

Past Events

Wildland Fire

The 2003 Old Fire grew to historic proportions as it spread across the San Bernardino Mountains for more than a week. In addition to the normally dry brush, the fire was fueled by thousands of dead, bark beetle-infested trees caused by several years of drought. The Old Fire spread west, where it crossed the I-15 freeway and merged with the expanding Grand Prix Fire. The combined fires created a path of destruction more than 30 miles wide. During the course of the Old Fire, six lives were lost and 70,000 citizens were evacuated. The fire consumed 91,281 acres and destroyed 940 residences, 30 commercial buildings, and 300 outbuildings. At the height of the blaze, more than 4,000 firefighters battled the flames. The Grand Prix Fire burned 69,894 acres and destroyed 194 residences; one life was lost.[9]

The September 8, 2024, Bridge Fire broke out near the Cattle Canyon Bridge in San Gabriel Canyon and spread quickly through dense brush resulting from an abnormally wet winter earlier in the year. It grew to 56,030 acres before becoming 100% contained on November 26. While it remained within the San Bernardino National Forest and the San Gabriel Mountains, its southern extent reached to within 3-4 miles north of Upland, Claremont, and Laverne.

Wildland / Urban Interface Fire

Upland has no recent history of large, multi-structure fires within its city limits. However, the proximity of San Antonio Heights to the San Gabriel foothills closely parallels that of Altadena, an unincorporated Los Angeles County community 28 miles west of Upland. In January 2025, the Eaton wildfire, driven by extreme Santa Ana and downslope winds, roared out of the San Gabriel Mountains and engulfed Altadena, destroying over 9,000 structures and killing 17 residents. Like Upland, Altadena was mostly built out in a typical suburban zoning pattern. This tragedy suggests that a similar conflagration may be only a bad windstorm away in Upland.

Risk of Future Events

Wildland Fire

The probability of future wildfires is influenced by weather and fuel conditions. Typically, October represents the beginning of the primary time of concern for offshore flow across California. These dry, windy conditions can lead to very significant fire events in areas of high population. Fuels continue to be very dry in California because of long-term drought and increased vegetation stress and mortality. Under windy conditions, these fuels can become extremely volatile and can support extreme fire behavior. Hazard Scoring **Table 3-4** (above) shows the HMPC-set annual wildfire probability to be between 0.1 and 0.01%, though with the rapid progression of climate change, this estimate may understate the growing risk.

[9] San Bernardino County Fire Chiefs' Association. *Lessons Learned Report: Fire Storm 2003 "Old Fire."* https://web.archive.org/web/20150924013239/http://www.firescope.org/training/aars/2003/2003-old-fire-lessons-learned-report.pdf

Wildland / Urban Interface Fire

The conditions for a major urban fire exist in Upland as they do in most other Southern California cities. Given that each fire event has a unique origin, it's impossible to predict the precise likelihood of an urban fire emerging in the city. Some areas, however, are at an increased risk of an urban fire igniting, including the San Antonio Heights development and the scrublands along the San Antonio Creek channel. As with wildland fire, the HMPC-estimated annual WUI fire probability is between 0.1 and 0.01%, though with the rapid progression of climate change, this estimate may also understate the growing risk.

CLIMATE CHANGE CONSIDERATIONS

Wildland Fire

Climate change is expected to cause an increase in temperatures and more frequent and intense drought conditions. This will likely increase the amount of dry plant matter available for fuel, worsening wildfire risk statewide. Climate change is expected to increase the number of acres burned annually in mountains and foothills that are already highly prone to wildfires. However, increases in fuel supplies could cause wildfires to move faster or spread into more developed areas, increasing the future threat to Upland and other surrounding communities.

Wildland / Urban Interface Fire

While climate change has been linked to a potential increase in wildfire events, it is unclear exactly how climate change could influence the ignition or behavior of urban fires in Upland except as extensions of a WUI fire.

Hazard Profile: Human-Caused Hazards

DESCRIPTION

Hazardous Materials Release

The State of California defines hazardous materials as substances that:

- Are toxic, ignitable, or flammable, reactive, and/or corrosive
- Show high acute or chronic toxicity
- Are carcinogenic (cause cancer)
- Have bioaccumulative properties (accumulate in the body's tissues)
- Are persistent in the environment
- Are water-reactive

Hazardous materials release refers to an event whereby harmful concentrations of hazardous or toxic substances are released into the environment. This occurs when storage containers of hazardous materials leak or fail. This can happen due to industrial accidents, vehicle crashes, as a direct result of other disasters (e.g., a flood or earthquake), or as a deliberate act.

The primary concern associated with hazardous materials release is short- and/or long-term effects on the public from exposure to hazardous materials.

The threat that hazardous materials pose to human health depends on the type of material, frequency, and duration of exposure, and whether chemicals are inhaled, penetrate the skin, or are ingested, among other factors. Exposure to hazardous materials can result in short- or long-term effects, including death or major damage to organs and systems in the body. Hazardous waste is any material with properties that make it dangerous or potentially harmful to human health or the environment and is no longer of use, requiring disposal. Hazardous materials can also cause health risks if they contaminate soil, groundwater, and air, potentially posing a threat long after the initial release.

Landfill Subsidence

Subsidence is a general term for the downward vertical movement of the Earth's surface. It can be caused by both natural processes and human activities. Subsidence involves little or no horizontal movement, which distinguishes it from slope movement.

Processes that lead to subsidence include:

- Dissolution of underlying carbonate rock by groundwater
- Gradual compaction of sediments
- Mining
- Settling of poorly consolidated soil
- Pumping of subsurface fluids, such as groundwater or petroleum
- Warping of the Earth's crust by tectonic forces

Subsidence resulting from tectonic deformation of the crust is known as tectonic subsidence and can provide accommodation for sediment accumulation and eventual lithification into sedimentary rock.

Transportation Accidents

For the purposes of this Plan, “transportation accident” includes incidents involving:

- Commercial air carrier (airline) aircraft
- Air taxi, charter airline, air cargo carrier, air tour, or aeromedical aircraft
- General aviation aircraft
- Passenger or freight trains
- Bulk goods pipelines
- Passenger motor carriers (buses)

Any of these modes of transportation can be upset in any number of ways. Aircraft can collide with each other or the ground; trains can crash into each other or derail because of natural or human-caused forces; pipelines can be breached by digging, land subsidence, seismic forces, or age; buses can hit or be hit by other vehicles or run off the road due to bad conditions or driver inattention. Transportation-related accidents happen countless times a day all across the nation. In most cases, the results are minor, with few casualties and little damage to anything other than the vehicles themselves and their occupants.

However, major transportation accidents do happen on a regular basis. A major transportation accident occurring in a heavily populated area can result in considerable loss of life and property. There’s no controlling where a train travels once it leaves its track or when an airplane falls from the sky; it may leave a trail of wreckage, hit buildings, or collide with normal street traffic.

The aftermath of a major transportation emergency presents responders with many threats: hazardous materials releases, fire, severe damage to buildings or vehicles, and loss of life to passengers or people in adjacent buildings, in vehicles, or otherwise near the accident.

Cybercrime Incidents

The United Nations defines cybercrime as “an act that violates the law, which is perpetrated using information and communication technology (ICT) to either target networks, systems, data, websites, and/or technology or facilitate a crime.”[10]

Cyberterrorism is a subset of cybercrime. The UN defines cyberterrorism as “a cyber-dependent crime perpetrated for political objectives to provoke fear, intimidate and/or coerce a target government or population, and cause or threaten to cause harm (e.g., sabotage).”[11] Cybercrime is typically committed for profit or personal gain; cyberterrorism is to make a statement.

Digital information systems—a discrete set of information resources organized for collection, processing, maintenance, use, sharing, dissemination, or disposition of information, and over the past forty years have become central to nearly every aspect of advanced society. Computers

[10] United Nations Office on Drugs and Crime. E4J University Module Series: Cybercrime Module 1: Cybercrime in Brief. https://www.unodc.org/e4j/en/cybercrime/module-1/key-issues/cybercrime-in-brief.html

[11] United Nations Office on Drugs and Crime. E4J University Module Series: Cybercrime Module 14: Cyberterrorism. https://www.unodc.org/e4j/zh/cybercrime/module-14/key-issues/cyberterrorism.html

and networks facilitate virtually all commercial activity, telecommunications, transportation, process control, logistics, business and governmental situational awareness, mass entertainment, healthcare, and education. Entire industries now exist entirely in the digital realm, employing millions and generating trillions of dollars in wealth.

While this technological explosion has brought into everyday use capabilities that not so long ago were pure science fiction, it's also introduced an unprecedented vulnerability to the global economy. Anyone sufficiently skilled and equipped can, from anywhere in the world, attack the very underpinnings of our society without firing a shot or dropping a bomb, either for profit or in the service of ideology.

Unlike natural disasters that occur because of some impersonal geophysical process—seismic activity, atmospheric conditions, climate change—cybercrime and cyberterrorism are the products of people willfully subverting our infrastructure to achieve their own ends. Over the past ten years, the number and type of threat factors have grown wildly as knowledge and tools have spread worldwide.

Cybercriminals can be individual thieves of various kinds, extortionists, blackmailers, vandals, members of organized crime groups, and spies (private- and public-sector). Cyberterrorists can be lone political or religious zealots, activists, members of organized terrorist groups, private hacking teams supported by or affiliated with governments, or military personnel conducting cyber warfare operations.

Each of these factors has a different motive, objective, and modus operandi. This makes prevention and protection (a.k.a. mitigation) exceptionally hard.

Just as the varieties of threat actors have proliferated over time, so have the ways they can attack information systems and their users. Each type of attack exploits a particular weakness in the system involved: a design or manufacturing flaw, incompetence, or inattention on the part of the system's administrators, missing or insufficient security practices, or the endless ignorance and gullibility of the user community.

Civil Disturbances (Description only, not profiled further)

Civil disturbances range from posting a protest sign on a telephone pole to staging a violent riot or an armed takeover of public or private property. *The vast majority of "civil disturbances" are peaceful exercises of First Amendment rights to free assembly and expression and aren't of any concern to this Plan.*

As defined for this Plan, civil disturbance is an event that threatens or temporarily interrupts normal City operations through violent protests, riots, shootings, or armed standoffs. Civil disturbances of this sort may be single events or a string of related events. Property damage to businesses, public facilities, or homes can occur during these events. In some situations, death or injury may result.

Riot control and the containment of armed standoffs are the province of law enforcement and are best overseen through mutual aid and established police procedures. *If the disturbance leads to multiple casualties or fatalities, however, it's considered a mass casualty or mass fatality incident, which this Plan addresses separately (below). For the purposes of this plan, the only discussion related to civil disturbance is provided in the mass casualty / mass fatality incident profile.*

Mass Casualty / Fatality Incidents

A mass casualty incident (MCI) is any incident that produces casualties (living and dead) in such number and severity of injuries that it overwhelms the available emergency medical services resources. A mass fatality incident (MFI) is a specialized form of MCI in which most or all of the resulting casualties are deceased. An MFI is always an MCI, but an MCI isn't always an MFI; the difference lies in who is responsible for the scene, what operations they undertake (for example, rescue versus recovery), and the follow-on effects.

MCIs tend to come in several forms, both prosaic (train or bus crashes, industrial accidents, HAZMAT releases) and uncommon (floods, landslides, earthquakes, violent protests, or riots). The events more likely to cause MFIs are marked by their violence: mass shootings, airplane crashes, building collapses, mass poisonings (accidental or deliberate), or terrorist attacks.

Most of these causes are self-explanatory. Two require further definition:

1) **Mass shootings.** The FBI defines an active shooter as "one or more individuals actively engaged in killing or attempting to kill people in a populated area."[12] The Investigative Assistance for Violent Crimes Act of 2012[13] defines mass killings as "3 or more killings in a single incident." Put together, they describe a phenomenon that has become common in America: one (usually) or more people arrive at a public place and start shooting everyone they see. The FBI's list of U.S. active shooter incidents between 2000 and 2018[14] cites 289 cases from all across America, with a notable increase in numbers in recent years. Unfortunately, this is likely a severe undercount.

2) **Terrorism.** Executive Order 13224, signed by President George W. Bush on September 23, 2001, defines terrorism as "an activity that (1) involves a violent act or an act dangerous to human life, property, or infrastructure; and (2) appears to be intended to intimidate or coerce a civilian population; to influence the policy of a government by intimidation or coercion; or to affect the conduct of a government by mass destruction, assassination, kidnapping, or hostage-taking."[15] This term is broken down into two categories, defined by the FBI:[16]

    a. Domestic terrorism is "[v]violent, criminal acts committed by individuals and/or groups to further ideological goals stemming from domestic influences, such as those of a political, religious, social, racial, or environmental nature."

    b. International terrorism is "[v]violent, criminal acts committed by individuals and/or groups who are inspired by, or associated with, designated foreign terrorist organizations or nations (state-sponsored)."

[12] FBI Active Shooter Safety Resources. https://www.fbi.gov/how-we-can-help-you/active-shooter-safety-resources

[13] S.1793 - Investigative Assistance for Violent Crimes Act of 2012. https://www.congress.gov/bill/112th-congress/senate-bill/1793/text

[14] FBI. Active Shooter Incidents in the United States from 2000-2018. https://www.fbi.gov/how-we-can-help-you/active-shooter-safety-resources/active-shooter-incidents-from-2000-to-2018

[15] U.S. Department of State. Executive Order 13224. https://www.state.gov/executive-order-13224/

[16] FBI What We Investigate: Terrorism. https://www.fbi.gov/investigate/terrorism

LOCATION AND EXTENT

Hazardous Materials Release

Hazardous materials and chemicals are used daily in households and businesses throughout Upland. In addition to the locations of large commercial and industrial uses, sources of hazardous materials can originate from seemingly harmless places such as gas stations, auto repair shops, dry cleaners, medical centers, and almost any industrial business. Hazardous waste can take the form of liquids, solids, contained gases, or sludge. It can be the by-product of manufacturing processes or simply discarded commercial products, like cleaning fluids and pesticides.

In severe situations, Upland may also be at risk of HAZMAT release events on a regional level. With the right prevailing wind conditions, airborne toxic material could spread to and impact various parts of the air basin, including areas of Upland.

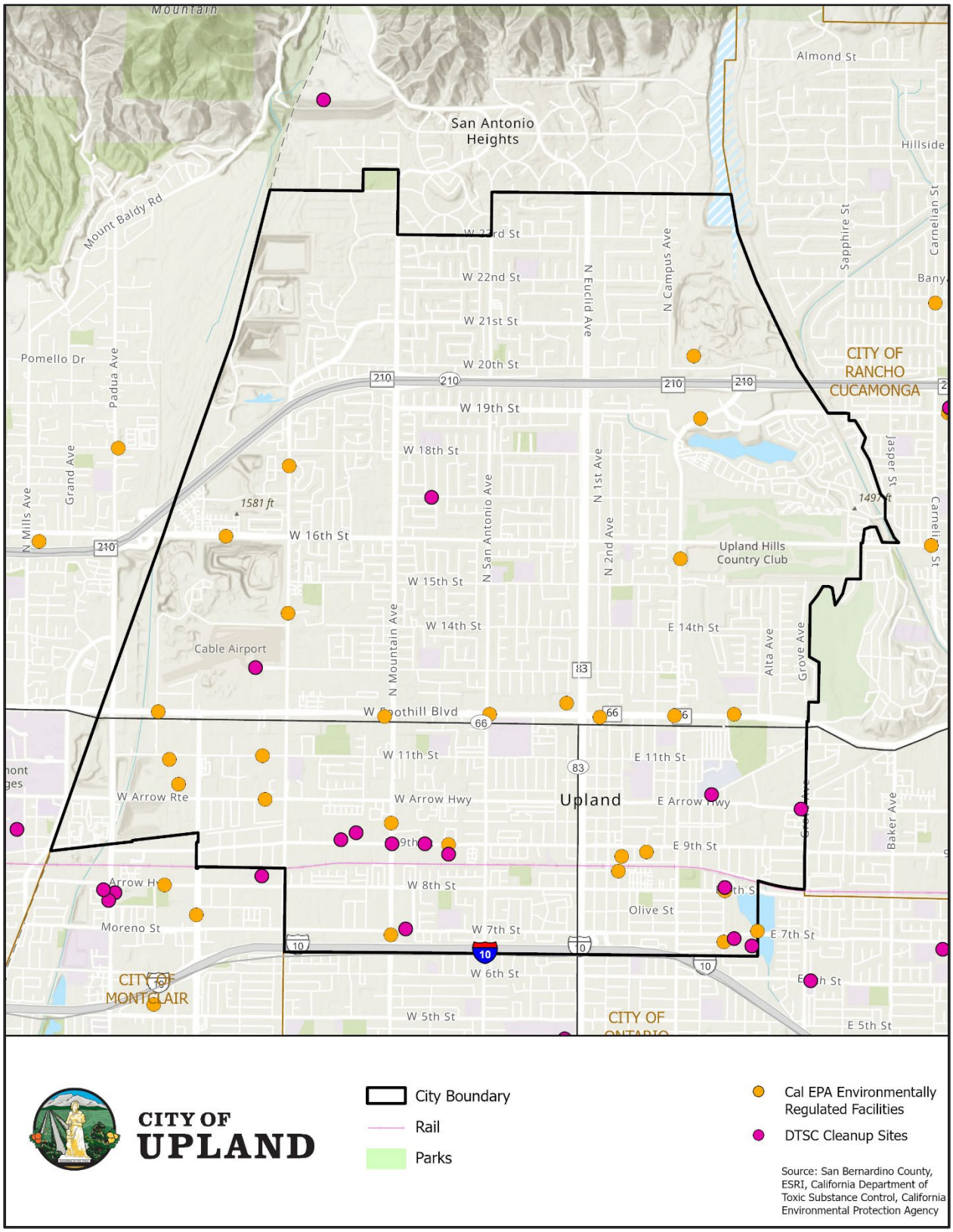
Figure 3-5 identifies stationary hazardous materials locations within Upland that store, use, or produce hazardous materials regulated by the state. While these locations are fixed, roadways throughout the community are commonly used to transport hazardous materials and waste. These facilities are common locations for spills and releases. While there's no scale for hazardous materials release, the probability of an incident is anticipated to be occasional (less than 10% chance of occurrence) each year.

Landfill Subsidence

The Upland Landfill was closed in 1979 when it reached its capacity and failed to meet the more stringent environmental standards established by the Resource and Recovery Act of 1976. Storage of waste in the landfill caused hazardous methane gas production, increased the risk of groundwater contamination, including the potential presence of unregulated toxins and hazardous materials. Located between 14th and 15th Streets along Campus Avenue, the landfill served the community for decades before its closure. The sites' closure followed the standard regulatory pattern of phasing out older, unlined disposal sites in favor of modern sanitary facilities. Following its closure, the site was utilized for landfill gas management, with a reciprocating engine burner for landfill gas being listed as "defeated" later in 1983. Closure of the site was intended to avoid contact with hazardous materials within the community and the people living there. Subsidence can affect the area formerly occupied by the site due to landfill compaction, which can create voids and compact the underlying soil as waste (especially organic materials) decompose over time. The site is currently used as a storage facility for recreational vehicles.

Today, the City of Upland manages its waste disposal needs through modern facilities and programs, such as the Household Hazardous Waste Collection Center located on N. Benson Ave.

Figure 3-5. Stationary Hazardous Materials Locations Within Upland



Transportation Accidents

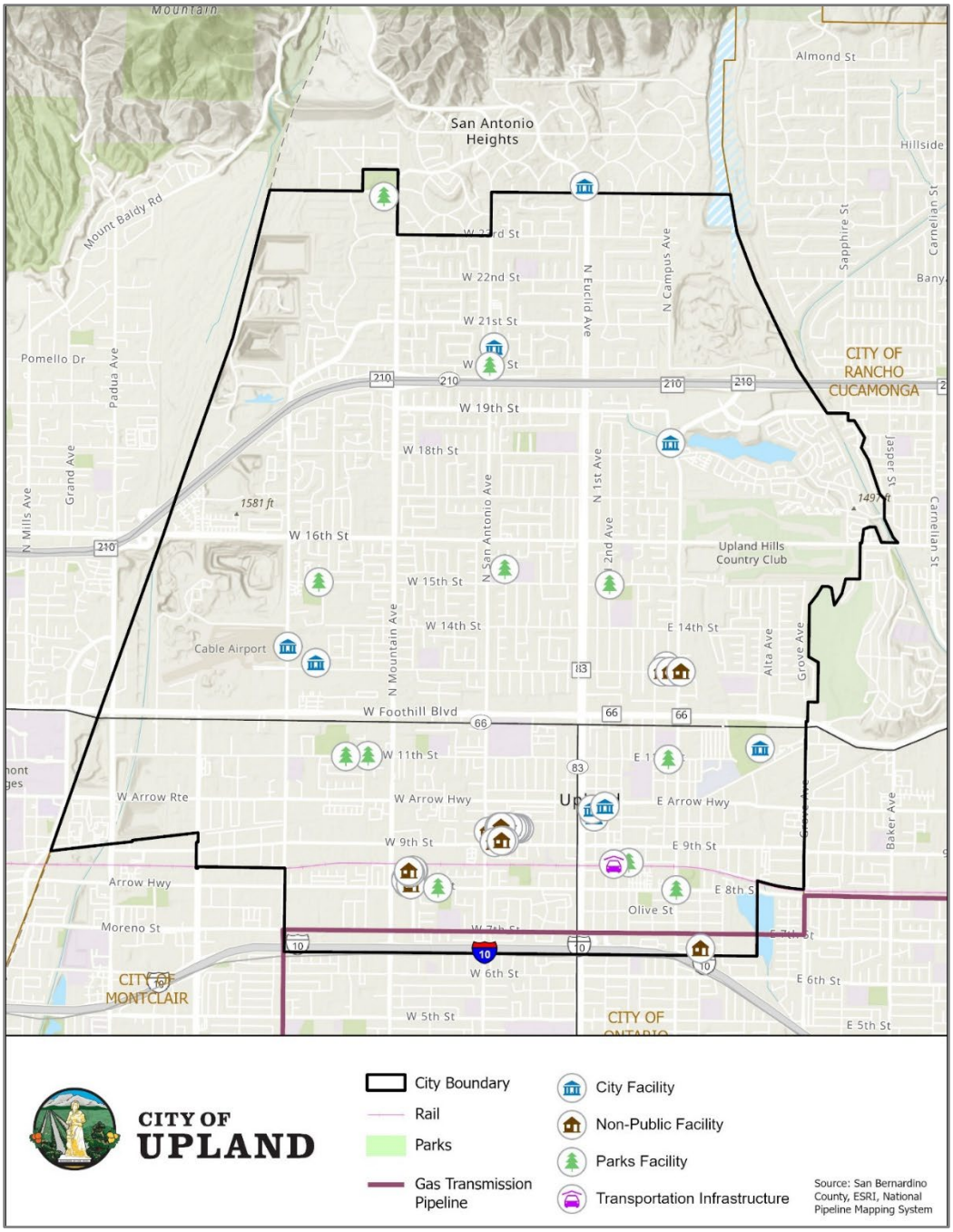
The City has one airport inside its borders and lies beneath the flight paths and control zones of several nearby airports.

- **Cable Airport (CCB)** is a non-towered general aviation airport located two miles northwest of Upland's central business district and adjacent to its industrial area. It bases over 270 aircraft and generates over 92,000 flight operations a year. The FAA CAROL database shows reports of five fatal accidents out of 26 reported incidents since 2000. Departure and approach patterns fly at low altitudes directly over central Upland.
- **Ontario International Airport (ONT)** is located south of Upland, two miles east of downtown Ontario. The easternmost of Los Angeles's major airports, it generated 106,715 flight operations in 2024 involving 7.08 million passengers and over 793,000 tons of cargo. It services various scheduled airlines and is the regional hub for UPS and a major distribution depot for FedEx. While typical departure and arrival patterns take traffic west or east, some air routes overfly Upland. The FAA CAROL database lists ten reported incidents since 2000 with no reported fatalities.
- **San Bernardino International Airport (SBD)** is 23.7 miles east of Upland near downtown San Bernardino. Once a major Air Force base, SBD now services a commuter airline and various Part 291 air cargo services, generating 52,218 flight operations in 2024. Like ONT, it can accommodate Boeing 747s and Airbus 380s. SBD also hosts an executive terminal for business jets. The FAA CAROL database lists 11 reported accidents since 2000, including one fatal accident, although it's unclear how many involved the airport. Approach and departure patterns may take aircraft directly over Upland.
- **March Air Reserve Base (RIV)** in Moreno Valley is 26.7 miles southeast of Upland. It's the sole military airfield left in the Inland Empire and serves as a transit point for various military aircraft as well as the base for the 452nd Air Mobility Wing operating C-17s and KC-135s. California Air National Guard squadrons operate F-15s and MQ-9 Reaper drones from the field. The greatest threat posed by RIV's operations lies not in the volume of its operations, but in their type: high-performance military aircraft, potentially armed fighter jets and helicopters, and cargo aircraft possibly carrying hazardous payloads.
- Other airports that contribute to the crowded sky above Upland include:
    - **Los Angeles International Airport (LAX)**
    - **John Wayne Airport (SBD)** (initial approach begins over the San Bernardino Valley and proceeds over the San Gabriel Valley)
    - **Chino Airport (CNO)**, a three-runway general aviation, executive, and reliever airport, which generates over 164,000 flight operations a year
    - A host of smaller general aviation airfields, such as Riverside Municipal, Corona Municipal, Redlands Municipal, and Brackett Field.

Freight and passenger trains cross Upland 24 hours a day, seven days a week, serving businesses, commuters, and tourists. These trains may travel over 60 mph. A Metrolink commuter passenger car can hold 147 seated passengers and many more standing; Amtrak passenger cars can hold anywhere from 65 to 95 passengers each.

A Southern California Gas transmission pipeline cuts across the southern edge of Upland just north of Interstate 10.[17] **Figure 3-6** shows the approximate route this pipeline takes across the City.

Figure 3-6. Approximate Route of a Southern California Gas Transmission Pipeline



[17] National Pipeline Mapping System. https://pvnpms.phmsa.dot.gov/PublicViewer/

Cybercrime Incidents

We can predict what areas a flood will damage or the kinds of buildings that will fail in an earthquake. However, there are far too many ways to misuse or abuse an information system, and far too many objectives to be served by doing so, to let us do anything more than guess at how and why any particular system may be attacked, and by whom.

There's no central authority in charge of cataloguing hardware and software vulnerabilities or publicizing them to users. (If there were, it would be the number one target for hackers worldwide.) Each individual manufacturer discovers these flaws through internal testing, customer trouble reports, hacking incidents, or notices issued by third parties, such as the makers of security hardware or software, academic researchers, or white-hat hackers. The manufacturer then has to devise a patch (if possible), notify its customers (if possible), and hope that the customers will quickly apply the fix to close the vulnerability. With this process, the wonder isn't that there are so many vulnerable information systems, but that there are no secure systems at all.

Some major hardware and software manufacturers aggressively assess their products for vulnerabilities and push out regular updates to fix them. For example, Microsoft issues numerous security and quality updates every month for its Windows operating system and other products. Smaller companies may not patch their products regularly or may wait to roll out security fixes with product updates they issue every few months or every year. Some vulnerabilities (such as passwords embedded in IoT device firmware) may never be fixed because the systems themselves aren't designed to allow it. Of course, patches and updates are only useful if the users or system administrators install them—a common failing that's been at the root of several major cyberattacks.

System administrators are ultimately responsible for the security of their systems. They may find vulnerabilities through manufacturers' notices, articles in the specialized press, alerts generated by cybersecurity software or hardware installed on the system, and bulletins issued by agencies such as the Department of Homeland Security's National Cyber Awareness System.

Mass Casualty / Fatality Incidents

MCIs and MFIs can occur anywhere, although public spaces and locations where many people congregate are most common. A list of the places where mass shootings and terrorist attacks have happened since 2000 is a description of our everyday world: offices, parks, schools, daycare centers, places of worship, grocery stores, shopping centers, restaurants, movie theaters, nightclubs, airports, festivals, athletic events…the list goes on endlessly.

While it's commonly thought that terrorists of whatever stripe will try to attack infrastructure or government-related targets, the reality is that they are far more likely to attack the same soft targets as do mass shooters. The only difference is their motivation.

MCIs are typically measured by the fatalities, injuries, and destruction they cause; no universal scale is used to measure these events.

PAST EVENTS

Hazardous Materials Release

Upland has experienced an average of 5.33 hazardous materials spills reported annually to the Cal OES Spill Release Reporting database. **Table 3-10** displays this data. Most of these incidents involve the release of sewage and petroleum products.

TABLE 3-10: HAZARDOUS MATERIALS RELEASE REPORTING

Year	Reported Releases
2010	9
2011	3
2012	8
2013	3
2014	7
2015	5
2016	6
2017	3
2018	5
2019	5
2020	7
2021	4
2022	9
2023	4
2024	2
Annual Avg.	**5.57**

Source: https://www.caloes.ca.gov/cal-oes-divisions/fire-rescue/hazardous-materials/spill-release-reporting

Landfill Subsidence

No incidents of general subsidence have been identified within the City. The closed landfill location is annually inspected for signs of disturbance, which can range from cracking in the asphalt cover to ground movement (subsidence). The City frequently monitors these activities and conducts repairs as occurred in 2023.

Transportation Accidents

Transportation accidents happen regularly across the country. Some examples from California:

- On August 31, 1986, a four-seat Piper Archer aircraft originating from Torrance Airport collided with Aeroméxico Flight 498, a DC-9 on descent into Los Angeles International Airport. Both aircraft crashed into northeastern Cerritos. All 67 people on both aircraft and another fifteen people on the ground died; the crash also destroyed four houses and damaged seven more.

- At 4:22 p.m. on September 12, 2008, a Southern California Regional Rail Authority (Metrolink) passenger train ran a red signal and collided head-on with a Union Pacific freight train in Chatsworth. Twenty-five people died, 135 were injured (46 critically), and the crash caused over $7 million in damage.
- A thirty-inch Pacific Gas & Electric natural gas pipeline exploded on September 9, 2010, in San Bruno, California. The explosion and resulting fire in the suburban Crestmoor neighborhood killed eight people, blew a 167-foot-long, 40-foot-deep crater in the street, and destroyed 35 homes. Over 200 firefighters battled the resulting eight-alarm fire, which burned for over 12 hours.
- On October 23, 2016, a USA Holiday tour bus returning to Los Angeles from the Red Earth Casino near the Salton Sea crashed into a tractor-trailer rig near Palm Springs, killing the driver and 12 passengers and injuring dozens of others.[18]

Cybercrime Incidents

Cybercrime is geography independent. Threat factors can conduct their attacks from anywhere in the world that has a sufficiently robust information infrastructure to support their activities.

Profit-seeking threat actors may not even know or care where their victims are; their attacks seek out particular vulnerabilities in systems. Brett Callow, a threat analyst at Emsisoft, told the *Washington Post*, "Most ransomware attacks are spray-and-pay in nature, and those hit are the ones with the weakest systems. Local governments seem to have the weakest systems."[19] For example, an August 2019 mass ransomware attack against 22 Texas state and local government information systems mauled Wilmer, a town of 4,000 people on the far fringes of Dallas that had neither the financial nor the personnel resources to meet the criminals' demands.

DDoS and TDoS attacks are motivated by "an interest in obtaining financial reward, making an ideological statement, creating a geopolitical advantage, or exacting revenge for a particular government action, corporate campaign, or policy stance."[20] They're still a favorite tool of ideological threat actors who often aim their attacks at government information and communication systems. The victimized government entity may not have done anything to earn the attackers' ire other than being part of a class of disfavored entities (law enforcement, public health, military, foreign policy, etc.).

Upland is in no way immune to cyberattacks by being small, semi-obscure, inoffensive, or in a "nice" neighborhood.

Another difficulty in sizing the threat is that victims report only some small fraction of cyberattacks. No one can even agree on how small that fraction is; estimates range from less than 10% to perhaps 25%. What reporting there is, is fragmented among various public and private organizations and databases. The public is more likely to hear about attacks against

[18] "Police: 'No appearance of braking' in deadly bus crash." *CNN*, Oct.24, 2016. https://www.cnn.com/2016/10/23/us/california-bus-accident/

[19] "Ransomware poses threat to vulnerable local governments." *Washington Post*, Aug. 22, 2021. https://www.washingtonpost.com/politics/2021/09/07/cybersecurity-202-ransomware-is-wreaking-havoc-us-cities/

[20] "The risks of DDoS attacks for the public sector." *Government Computer News*, Jan. 15, 2021. https://gcn.com/2021/01/the-risks-of-ddos-attacks-for-the-public-sector/315952/

public-sector victims because of state and federal transparency laws, though smaller agencies in states with weak transparency laws may be able to slide by without releasing this information.

With this in mind, following are some national statistics and specific cyberattacks against small-to-medium-sized jurisdictions to provide insight into the possible costs and consequences for Upland in a potential future attack.

- At least one reported ransomware attack against a U.S. city, county, or state government happened each month in 2022. Somerset County, NJ (population 330,151) and Quincy, IL (pop. 40,111) were May's victims. Quincy spent over $600,000 countering its attack and restoring its systems (out of a $47.8 million budget) in an attempt to avoid paying a ransom of less than $500,000.[21]

- In 2020, at least 1,794 U.S. governmental and educational organizations reported experiencing a ransomware attack.[22] At least 113 of these were against governmental organizations at all levels, including Tillamook County, OR (pop. 26,782), Hall County, GA (pop. 203,136), and Torrance, CA (pop. 145,000).

- Tillamook County lost the use of its network for nearly two weeks and eventually paid the hackers $300,000 for a decryptor after discovering its backups were also compromised.[23]

- The Hall County incident provides an unusually detailed view of the cost of responding to a ransomware attack. The attack started on October 7, 2020, causing the county to shut down all its information systems…too late. While its public safety systems still worked, around 2,000 workstations needed to be wiped and reconfigured, leaving the parts of the county government not associated with public safety "back to 1980," in the words of Assistant County Administrator Zach Propes—including the county's response to Hurricane Zeta. The county's network finally returned to service on December 15. All told, Hall County spent $1.7 million to avoid paying ransom to restore its systems: $1.13 million for infrastructure changes, $478,000 for recovery activities, $85,000 for security monitoring, and $30,590 for force-account overtime.[24] (The 2020 Hall County budget was $103 million.)

- A ransomware attack on the City of Torrance on 1 March 2020 took down the city's website, email system, and credit card processing system. The DopplePaymer attackers demanded 100 bitcoin ($689,147) in ransom from the city, claiming they had encrypted 150 servers and 500 workstations to steal more than 200 gigabytes of files.[25] While the city claims it never paid the ransom, it spent $50,000 on an insurance deductible, and DopplePaymer put over 200GB of stolen data on the dark web, including personal

[21] "May ransomware attacks strike municipal governments, IT firms." *TechTarget*, Jun. 2, 2022. https://www.techtarget.com/searchsecurity/news/252521021/May-ransomware-attacks-strike-municipal-governments-IT-firms

[22] "The State of Ransomware in the US: Report and Statistics 2020." *Emsisoft Malware Lab*, Jan. 18, 2021. https://blog.emsisoft.com/en/37314/the-state-of-ransomware-in-the-us-report-and-statistics-2020/

[23] "Top 10 cybersecurity incidents in 2020." *ZDNetLive*, Sep. 4, 2020. https://www.znetlive.com/blog/top-10-cybersecurity-incidents-in-2020/

[24] "Hall County's 'crippling' cyberattack last year cost $1.7M. Here's what else we've learned since then." *Gainesville Times*, Dec. 18, 2021. https://www.gainesvilletimes.com/news/government/hall-countys-crippling-cyberattack-last-year-cost-17m-heres-what-else-weve-learned-since-then/

[25] "Cyberattacks continue amid COVID-19 pandemic." *Daily Breeze*, Apr. 23, 2020. https://www.dailybreeze.com/2020/04/23/cyberattacks-continue-amid-covid-19-pandemic/

information about city employees.[26] No estimates of lost revenues or productivity, excess overtime, or tort claims are available.

- An attack using Maze ransomware took down the email, phones, 311 customer service, and online electric and sanitation payment systems belonging to the City of Pensacola, FL (pop. 52,918) for several days in December 2019. While the attackers took pains to not affect 911 service—the city was still dealing with the NAS Pensacola mass shooting—they did steal 6GB of city data and demanded $1 million in Bitcoin for a decryptor.[27] Pensacola didn't pay the ransom, but it did pay for a systems audit by Deloitte & Touche and identity protection services for 57,000 people affected by the data loss.[28] Similar attacks in June 2019 affected Lake City, FL (pop. 12,166), which paid $460,000 to the cybergang that encrypted its systems, and Riviera Beach, FL (pop. 35,025), which paid $600,000.[29]

Ransomware isn't the only threat. DDoS and TDoS attacks against vital services can be as damaging but are easier to launch and harder to block. TDoS attacks can last for several days. As the transition to Next Generation 911 (NG911) proceeds, Public Safety Answering Points (PSAPs) will become more vulnerable to DDoS attacks as well as more traditional TDoS attacks; NG911 is based on Voice-over-IP architecture using the Internet, providing hackers with more avenues of attack.

- On Oct. 26, 2016, a junior hacker experimenting with Apple iOS exploits accidentally unleashed code that caused a TDoS attack against PSAPs in twelve states.[30] During that attack, it took only a hundred spurious calls arriving in a few minutes to shut down 911 service for Surprise, AZ (pop. 139,007) and Peoria, AZ (pop. 172,109).[31]

While this discussion focuses on direct attacks against U.S. city and county governments, there's no need for cybercriminals or cyberterrorists to go after a government agency's systems to damage that agency. Over 1,300 of those 2020 ransomware attacks mentioned previously affected public schools and colleges. Compromised system vendors (Microsoft Exchange Server, 2021), utilities (Delta-Montrose Electric Association, CO, 2021), communications providers (T-Mobile, 2018-21; Bandwidth.com, 2021), or hospitals (too many to mention) can interrupt vital services, expose confidential personal data, or both.

Mass Casualty / Fatality Incidents

The following MCIs/MFIs have occurred within San Bernardino County, the state, or the nation and may be relevant to the community:

[26] "Hackers post Calif. city's data online after it denied leak." *Statescoop*, Apr. 22, 2020. https://statescoop.com/hackers-post-torrance-california-data-online-after-denied-leak/

[27] "Maze Ransomware Behind Pensacola Cyberattack, $1M Ransom Demand." *Bleeping Computer*, Dec. 11, 2019. https://www.bleepingcomputer.com/news/security/maze-ransomware-behind-pensacola-cyberattack-1m-ransom-demand/

[28] "Cyberattack postmortem reveals Florida city lost 6GB of data." Insurance Business America, Feb. 12, 2020. https://www.insurancebusinessmag.com/us/news/cyber/cyberattack-postmortem-reveals-florida-city-lost-6gb-of-data-213486.aspx

[29] "Pensacola Ransomware Attack Update: Cybercriminals Release Data." MSSPAlert, Dec. 26, 2019. https://www.msspalert.com/cybersecurity-breaches-and-attacks/ransomware/pensacola-ransomware-attack-data-released/

[30] "DHS: Teenager's malware disrupted 911 call centers in 12 states." Cyberscoop, Nov. 14, 2016. https://www.cyberscoop.com/911-call-center-ddos-dhs-maricopa-county/

[31] "Young hacker arrested for disrupting 911 Service with a TDoS attack." Security Affairs, Oct. 31, 2016. https://securityaffairs.co/wordpress/52895/cyber-crime/911-service-attacks.html

- **April 19, 1995:** Timothy McVeigh detonated a bomb outside the Alfred P. Murrah Federal Building in Oklahoma City, OK. The blast was so powerful that the Federal Building was destroyed, and more than 300 nearby buildings were damaged or destroyed. The bombing killed 168 people, including 19 children. Timothy McVeigh's motive for bombing the Federal Building was that he hoped to inspire a revolution against the federal government.[32]

- **April 15, 2013:** Two bombs detonated near the finish line of the Boston Marathon. The explosion killed three spectators and wounded more than 264 other people. Police captured 19-year-old Dzhokhar Tsarnaev in connection with the bombing; the second suspect, Tamerlan Tsarnaev, died following a shootout with law enforcement. Investigators concluded that the Tsarnaev brothers planned and conducted the attack on their own and were not connected to any specific terrorist group.[33]

- **December 2, 2015:** A terrorist attack consisting of a mass shooting and an attempted bombing occurred at the Inland Regional Center in San Bernardino, California. The perpetrators—Syed Rizwan Farook and Tashfeen Malik, a married couple living in the city of Redlands—targeted a San Bernardino County Department of Public Health training event and Christmas party of about 80 employees in a rented banquet room. Fourteen people were killed and 22 others were seriously injured. Farook was a U.S.-born citizen of Pakistani descent who worked as a health department employee.[34]

- **October 1, 2017:** Stephen Paddock opened fire on the Route 91 Harvest Festival concert in Las Vegas from an elevated position at the Mandalay Bay Hotel. The attack resulted in 61 people killed (including two victims who died in 2019 and 2020 and Paddock himself) and 867 injured. Paddock shot and killed himself before responding officers reached him. The FBI Behavioral Analysis Unit determined no clear motivation for the attack. Although this attack did not occur in California, many California residents were affected by the event, as more than half of the 61 people killed were from California.[35]

- **January 21, 2023:** A 72-year-old shooter, Huu Can Tran, committed the deadliest mass shooting in the history of Los Angeles County in Monterey Park. Tran killed eleven people and injured nine others at the Star Ballroom Dance Studio after a nearby, all-day Lunar New Year Festival, and at the Lai Lai Ballroom in nearby Alhambra. He died from a self-inflicted gunshot wound during a standoff with police in Torrance the next day.[36]

- **October 25, 2023:** Forty-year-old Robert Card conducted a spree shooting in Lewiston, Maine, United States, killing 18 people and wounding 13 others. The initial attack occurred at the Just-In-Time Recreation bowling alley during a youth league event,

[32] Federal Bureau of Investigation. Famous Cases and Criminals. https://www.fbi.gov/history/famous-cases/oklahoma-city-bombing

[33] History.com Editors. June 2019. Boston Marathon Bombing. https://www.history.com/topics/21st-century/boston-marathon-bombings

[34] Bringing Calm to Chaos: A Critical Incident Review of the San Bernardino Public Safety Response to the December 2, 2015, Terrorist Shooting Incident at the Inland Regional Center. (2016). Office of Community Oriented Policing Services (COPS Office), U.S. Department of Justice. https://portal.cops.usdoj.gov/resourcecenter/Home.aspx?page=detail&id=COPS-W0808&utm

[35] Los Angeles Times Staff. "Las Vegas Shooting Victims: Portraits of the Fallen." October 2017. https://www.latimes.com/projects/la-na-las-vegas-shootings-victims-list-20171002/

[36] "2023 Monterey Park Shooting." Wikipedia. https://en.wikipedia.org/wiki/2023_Monterey_Park_shooting

followed shortly by a second shooting at the Schemengees Bar & Grille Restaurant. Following an organized search, police found Card dead from a self-inflicted wound.[37]

- **January 1, 2025:** Shamsud-Din Bahar Jabbar drove a pickup truck into a Bourbon Street crowd celebrating New Year's Eve in New Orleans. He killed 14 people and injured over 57. He may also have delivered or set two IEDs prior to his attack on the crowd, none of which are known to have exploded. The investigation is still ongoing as of this writing, but it appears Jabbar may have become radicalized through the Internet and may have been inspired by Islamic State-linked vehicle attacks in Europe.[38]

Risk of Future Events

Hazardous Materials Release

Most of the release events within Upland have occurred due to human error, malfunctioning equipment, or a deliberate act. Given this, it is anticipated that future events within Upland will include minor incidents like some of the past occurrences identified above in **Table 3-9**. Activities to prevent future releases, as well as response strategies, should take this into consideration. As identified in Hazard Scoring **Table 3-4** (above), the future probability of hazardous materials release is likely with between a 0.1% and a 1% chance of occurrence each year.

Landfill Subsidence

Subsidence can potentially remain a concern for the City due to decomposition of waste at the former site. It is anticipated that minor events could occur in the future. As identified in **Table 3-4**, the future probability of subsidence events occurring has an annual probability of between 0.1% and 0.01%.

Transportation Accidents

As mentioned before, because the different transportation-related modalities are so omnipresent, transportation accidents happen regularly and typically don't result in much more than a localized cleanup problem, a short-lived traffic tie-up, or a handful of injuries. However, a significant transportation accident can be highly destructive and costly in lives and property. As identified in Hazard Scoring **Table 3-4** (above), the future probability of a significant transportation accident is considered possible, however extremely rare, it has between 0.01% and 0.001% of occurrence each year.

Cybercrime Incidents

Cybercrime and cyberterrorism will only grow in scope and capability over time. As organized crime and national actors (militaries and intelligence agencies) become more involved and cyber warfare becomes established doctrine among nation states, highly skilled and well-resourced hackers will pose an ever-greater threat to IT systems of all stripes. State and local governments will continue to be targets, especially as they are known to be soft targets. As

[37] "2023 Lewiston Shootings." Wikipedia. https://en.wikipedia.org/wiki/2023_Lewiston_shootings

[38] FBI. Bourbon Street Attack Investigation Updates. https://www.fbi.gov/news/press-releases/bourbon-street-attack-investigation-updates

identified in Hazard Scoring **Table 3-4** (above), a "highly likely" probability indicates a greater than 10% chance of a damaging cyberattack occurring annually.

Mass Casualty / Fatality Incidents

Given that MCIs and MFIs can stem from a variety of factors—infrastructure decay, extreme weather, industrial accidents, economics, societal pressures, warfare, mental health, geopolitics, national or local politics, religion, etc.—it's impossible to predict when an incident will occur. Upland doesn't host any significant national or state facilities and is unlikely to attract the attention of international terrorist groups. However, most MCIs and MFIs in the U.S. are caused by disasters or by "the guy next door."[39] Unfortunately, these events are increasingly common and can happen anywhere. As identified in Hazard Scoring **Table 3-4** (above), the future probability of an MCI/MFI incident is considered possible, however extremely rare, with between 0.01% and 0.001% of occurrence each year.

CLIMATE CHANGE CONSIDERATIONS

Hazardous Materials Release

Climate-related natural hazard events, such as increased precipitation and subsequent flooding, could cause an increase in hazardous materials release. Some of these incidents could result from transportation crashes (due to poorer road conditions) or damage to storage containers or vessels containing these substances. Climate-related hazards could also exacerbate the effects and impacts of such events. For example, heavier rains could lead to more runoff from a contaminated site with hazardous materials. These issues should be monitored during the five-year implementation period of this plan.

Landfill Subsidence

Climate change may bring about an increase in subsidence associated with warmer temperatures and increased precipitation. While the site appears to be stable, if temperatures increase over time and the asphalt cap on top of the landfill degrades more quickly, or experiences more cracking due to the temperature changes, the landfill materials could be exposed more easily. In addition, more cracking could allow water infiltration to become easier, impacting settlement. Increased temperatures and more intense precipitation could impact operations and maintenance of the landfill cap, increasing potential exposure of underlying materials, which could increase settlement.

Transportation Accidents

Climate change may bring about an increase in transportation accidents in a number of ways.

- Over-pumping groundwater sources can cause ground subsidence (this is already happening in California's Central Valley). Sinking land can damage bridges and roadways and break pipelines, leading to vehicle crashes or explosive pipeline breaches.

[39] "Of the 172 individuals who engaged in public mass shootings covered in the database, 97.7% were male." National Institute of Justice, "Public Mass Shootings: Database Amasses Details of a Half Century of U.S. Mass Shootings with Firearms, Generating Psychosocial Histories," February 3, 2022, nij.ojp.gov: https://nij.ojp.gov/topics/articles/public-mass-shootings-database-amasses-details-half-century-us-mass-shootings

- More numerous and severe storms could cause or contribute to more air accidents, especially in general aviation operations in which less-experienced pilots may find themselves overmatched by conditions they aren't used to and can't cope with.
- Likewise, more severe storms, high-volume rains, and flooding may undermine roads, creating hazards that contribute to more road accidents involving high-profile and high-weight vehicles.
- High winds generated by extreme storms can and do knock over high-profile vehicles, including those carrying hazardous cargo.

Cybercrime Incidents

As with MCIs/MFIs, it's possible but as yet unproven that the ill effects of climate change may aggravate existing societal tensions and inspire more people to lash out in bloody ways. Restrictions on water or power supply, spiraling food costs due to reduced availability, or rises in utility rates or gas prices could cause people already on edge to take out their frustrations on their schools, offices, or stores.

Mass Casualty / Fatality Incidents

The link between MCIs/MFIs and climate change isn't well understood. However, it has been suggested that the impacts of a changing climate may exacerbate existing social, political, religious, and ethnic tensions. For example, longer, more intense droughts may restrict food supply or limit economic growth for cities, regions, or even whole countries. Nevertheless, the likelihood of climate change impacting MCIs/MFIs in Upland is negligible since these changes are more likely to impact developments on the national or international level.

Hazard Profile: Severe Weather

Severe weather poses a risk to life and property in Upland by creating conditions that disrupt essential systems such as public utilities, telecommunications, and transportation routes. Severe weather is generally any destructive weather event, but in Upland, it usually occurs as extreme heat, drought, or severe wind.

DESCRIPTION

Extreme Heat

Extreme heat is a period when temperatures are abnormally high relative to the normal temperature range. There are generally three types of extreme heat events:

1) **Extreme Heat Days:** A day during which the maximum temperature surpasses 98 percent of all historic high temperatures for the area, using the time between April and October from 1950 to 2005 as the baseline.

2) **Warm Nights:** A day between April and October when the minimum temperature exceeds 98 percent of all historic minimum daytime temperatures observed between 1950 and 2005.

3) **Extreme Heat Waves:** A successive series of extreme heat days and warm nights where extreme temperatures do not abate. While no universally accepted minimum length of time for a heatwave event exists, Cal-Adapt considers four successive extreme heat days and warm nights to be the minimum threshold for an extreme heatwave.

Drought

Drought is a deficiency of rain over an extended period, usually a season or more. This results in a water shortage for some activity, group, or environmental sector. “Drought” as a condition is relative to some long-term average balance between precipitation, evaporation, and transpiration in a particular area—what residents consider "normal." It’s also related to the timing (e.g., principal season of occurrence, delays at the start of the rainy season, occurrence of rains in relation to principal crop growth stages) and the effectiveness of the rains (such as rainfall intensity and the number of rainfall events). Drought is often associated with other climatic factors—such as high temperatures, high wind, and low relative humidity—that can significantly aggravate its severity.

Drought isn’t merely a physical phenomenon or natural event. Its impacts on society results from the interplay between a natural event (less precipitation than expected resulting from climatic variability) and the demand people place on the water supply. Humans often aggravate drought’s impact. The economic and environmental effects and personal hardships caused by recent droughts in both developing and developed nations have underscored the vulnerability of all societies to this "natural" hazard.

A single dry year may not constitute a drought in California; however, it can serve as a reminder that droughts are a natural part of the state’s water cycle. California's extensive water supply infrastructure—its reservoirs, groundwater basins, pipelines, aqueducts, and so on—mitigates the effect of short-term dry periods for most water users.

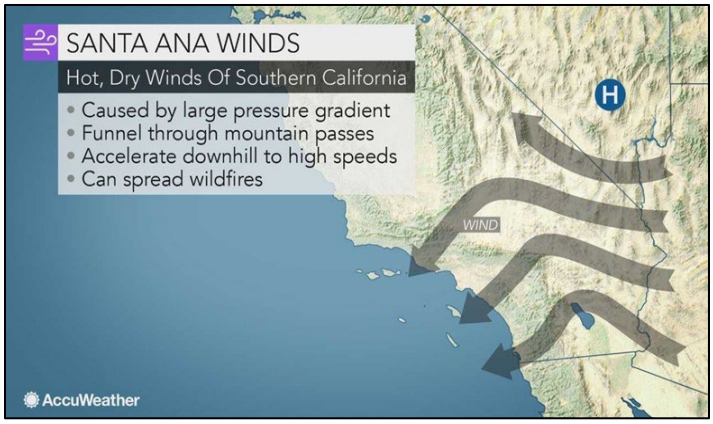
Defining when a drought begins is a function of drought impacts to water users. Drought is highly variable depending on location. Hydrologic conditions constituting a drought for water users in one location may not constitute a drought for water users elsewhere, or for water users having a different water supply. Individual water suppliers may use criteria such as rainfall/runoff, amount of water in storage, or expected supply from a water wholesaler to define their water-supply conditions.

The National Oceanic and Atmospheric Administration (NOAA), the California Department of Water Resources (DWR), and academic institutions such as the University of Nebraska-Lincoln's National Drought Mitigation Center generally agree that there's no clear definition of when a drought begins or ends.

Severe Wind

Windstorms and severe weather pose a risk to life and property in the region by creating conditions that disrupt essential systems such as public utilities, telecommunications, and transportation routes. High winds can and do occasionally cause tornado-like damage to local homes and businesses. Severe windstorms can present a very destabilizing effect on the dry brush that covers local hillsides and urban-wildland interface areas. High winds can have destructive impacts, especially on trees, power lines, and other utility services. In Upland, severe weather patterns, such as Santa Ana Wind conditions (**Figure 3-7**), are recognized as hazards.

Figure 3-7. Santa Ana Winds Description



Wind is simply the movement of air caused by differences in atmospheric temperature. High-pressure air will naturally move to areas of low pressure. Usually, the distance between these high- and low-pressure zones is far; however, these low- and high-pressure zones may occasionally be near one another. When this happens, air will flow dramatically, creating high-speed winds. The most common wind events in Southern California are the "Santa Ana" wind conditions that typically occur in the fall and winter.

When winds are fast enough, they can cause property damage to homes, public facilities, utilities, and other infrastructure. They can also uproot or topple mature trees or pick up debris and send it careening through the air. This debris can injure or even kill bystanders who may find themselves stranded outside. High-speed winds can deposit this debris in the middle of rights-of-way, such as roads, freeways, and railways, blocking exit routes for would-be evacuees or impeding access to first responders trying to reach wounded people.

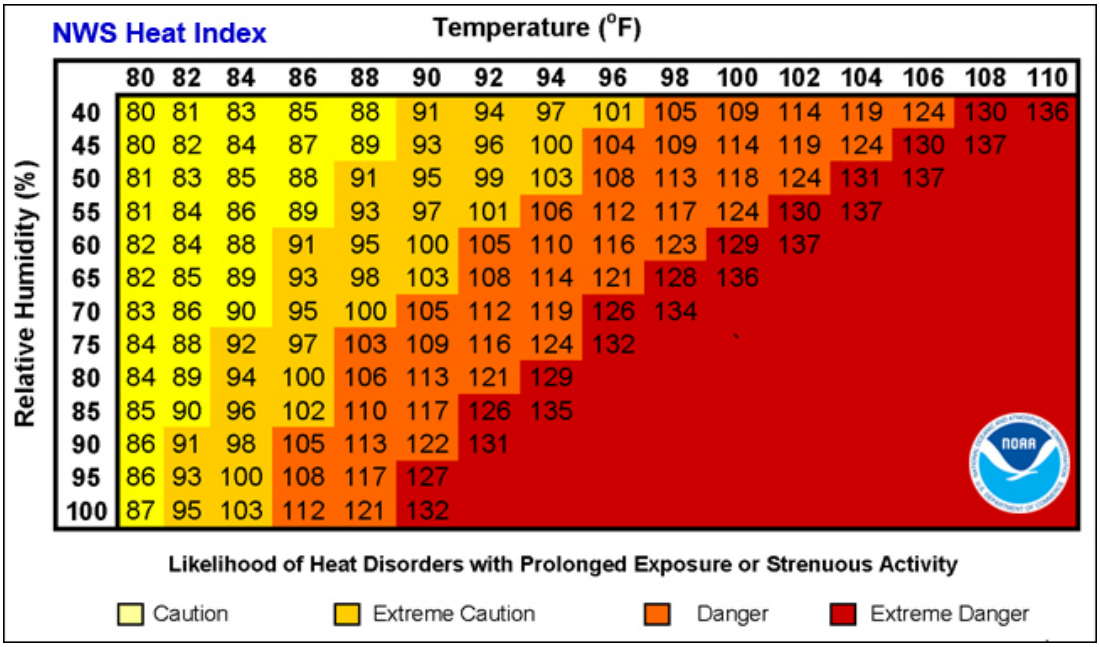
LOCATION AND EXTENT

Extreme Heat

Extreme heat events will differ from region to region since different areas have historically high temperatures. For example, an extreme heat day on the coast will feel different than an extreme heat day in the High Desert. The reason for this is how humidity affects the perceived heat that people feel. Humid conditions will make a day feel hotter than non-humid conditions, even though the temperature may be the same. The difference between the perceived and actual temperatures is known as the "heat index." To illustrate the effect of the heat index, a 90-degree day with 50 percent humidity feels like 95° F, whereas a 90° F Day with 90 percent humidity feels like 122° F. **Figure 3-8** illustrates the National Oceanic and Atmospheric Administration's (NOAA) National Weather Service Heat Index.

Extreme heat events are not limited to any part of the city. They occur with the same intensity and duration at the same time across all locations in Upland. For Upland, an extreme heat day involves a temperature that exceeds 99.7° F, and a warm night involves a temperature that exceeds 66.9°F.[40] These thresholds are based on a 2% probability event.

Figure 3-8. National Weather Service Heat Index



Drought

Southern California's Mediterranean climate makes the region especially susceptible to variations in rainfall. The potential risk to Upland is in no way unique. Severe water shortages will affect the economic well-being of its community and that of all its neighbors.

Comparison of rainfall records from Los Angeles with water well records beginning in 1930 from the San Gabriel Valley indicates the existence of wet and dry cycles on a 10-year scale as well as for much longer periods. The climate record for the Los Angeles region beginning in 1890

[40] https://cal-adapt.org/tools/local-climate-change-snapshot

suggests increasingly dry conditions over the last century. Climate data also suggests that the last significant wet period was the 1940s. Well-level data and other sources seem to indicate the historic high groundwater levels (reflecting recharge from rainfall) occurred in the same decade. Since that time, rainfall and groundwater level trends appear to have declined. This decline may be part of a naturally occurring long-term wet/dry cycle, evidence of overuse of groundwater, or a harbinger of accelerating climate change; there's not yet clear evidence one way or another.

Climatologists compiled rainfall data from 96 stations in the state that spanned a 100-year period between 1890 and 1990. An interesting note: during the first 50 years of the reporting period, only one year (1890) had more than 35 inches of rainfall, but the second 50-year period recorded 5-year intervals (1941, 1958, 1978, 1982, and 1983) that exceeded 35 inches of rainfall in a single year. The year of maximum statewide rainfall was 1890, when the average annual rainfall was 43.11 inches; the second-wettest year on record occurred in 1983, when the state's average was 42.75 inches. The driest year of the 100-year study period was 1924, when the state's average rainfall was only 10.50 inches.

Drought is a chronic hazard, not an acute one. Its effects accumulate over months and years and are often subtle. Since there's no universally accepted definition for the beginning (or end) of a drought, we can be in the middle of a drought emergency before we know it's begun. The previously discussed hazards' damage modes can be described as demolition; drought's damage mode is closer to erosion.

Nearly every functioning process within the City depends on a reliable, safe water supply. This includes infrastructure, homes, businesses, places of employment, industry, and recreation.

Drought poses different levels of risk depending on the type of community it affects. A drought in an agricultural community may cause extensive—even fatal—damage to the local economy by killing crops or livestock. In a typical urban or suburban community such as Upland, drought's main effects are the slow degradation of the quality of life, a slowdown or end to development, and a loss of water-intensive industries.

Table 3-11 identifies the drought classifications used by the U.S. Drought Monitor program. This classification system synthesizes multiple different scales into a descriptive index.

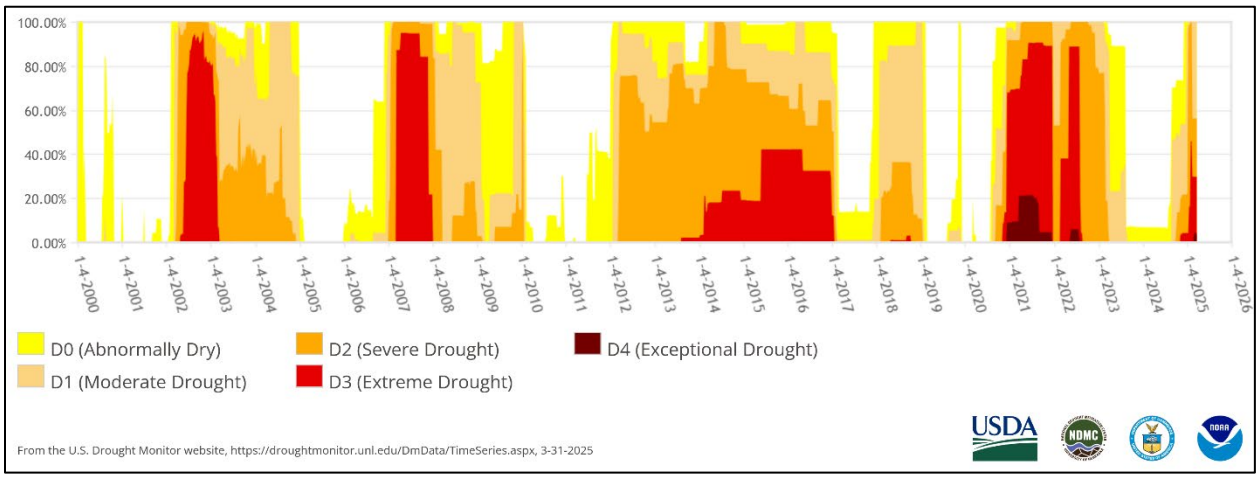
TABLE 3-11: US DROUGHT MONITOR CLASSIFICATION SCHEME

Category	Description	Possible Impacts
D0*	Abnormally Dry	Slower growth of crops and pastures
D1	Moderate Drought	Some damage to crops and pastures. Water bodies and wells are low. Some water shortages may occur or may be imminent. Voluntary water use restrictions can be requested.
D2	Severe Drought	Likely crop and pasture losses. Water shortages are common, and water restrictions can be imposed.
D3	Extreme Drought	Major crop and pasture losses. Widespread water shortages and restrictions.
D4	Exceptional Drought	Exceptional and widespread crop and pasture losses. Emergency water shortages develop.

Source: US Drought Monitor
* D0 areas are those under "drought watch," but not technically in a drought. They are potentially heading into drought conditions or recovering from drought but are not yet back to normal.

As of December 2024, about half of California is experiencing abnormally dry to extreme drought conditions. San Bernardino County is experiencing D0 (Abnormally Dry) to D3 (Extreme Drought) conditions. **Figure 3-9** illustrates the severity of the drought conditions experienced in the county over the past 24 years.

Figure 3-9. Area Percentage of San Bernardino County Within U.S. Drought Monitor Categories



Severe Wind

In Southern California, the most common type of windstorm event is called the Santa Ana winds. During the fall and winter months, high pressure over Nevada and Utah forces air currents down from the high desert toward the ocean. As the winds descend, they heat up and increase in speed, sometimes carrying particulate matter and aggravating the respiratory health of those with allergies.[41]

The entire City can be affected by windstorms. Usually, they cause minimal damage; however, severe storms can cause massive damage to the City and personal property. Santa Ana winds blowing through the mountains and foothills often affect Upland. Santa Ana winds are a leading cause of wildfires in California.

Generally, winds are measured using the Beaufort scale, developed in 1805, categorizing wind events on a force scale from 0 to 12 using their speed and impacts. Any wind classified as force nine or above is generally considered a windstorm event. **Table 3-12** details how the Beaufort scale classifies wind events.

[41] Means, Tiffany. “What Are the Santa Ana Winds?” Farmers’ Almanac - Plan Your Day. Grow Your Life., June 5, 2024. https://www.farmersalmanac.com/what-are-the-santa-ana-winds

TABLE 3-12: BEAUFORT SCALE		
Force	**Speed (mph)**	**Description**
1	0 to 1	Calm: Smoke rises vertically, and the sea is flat
2	1 to 3	Light air: The direction of wind is shown by smoke drift, but not wind vanes
3	4 to 7	Light breeze: Wind is felt on the face, leaves rustle, and wind vanes are moved. Small wavelets appear on the ocean but do not rise
4	8 to 12	Gentle breeze: Leaves and small twigs are in motion, and light flags are extended. Large wavelets appear on the ocean, and crests begin to rise
5	13 to 18	Moderate breeze: Dust and loose paper become airborne, and small branches are moved. Small waves appear on the ocean
6	19 to 24	Fresh breeze: Small trees begin to sway and moderate waves form
7	25 to 31	Strong breeze: Large branches are in motion, and using an umbrella becomes difficult. Large waves begin to form
8	32 to 38	Near gale: Whole trees are in motion and walking against the wind can be hard. Foam from rising waves is blown in streaks
9	39 to 46	Gale: Walking is difficult, and twigs break off trees
10	47 to 54	Severe gale: Slight structural damage. Crests of waves begin to topple
11	55 to 63	Storm: Trees are uprooted and there is considerable damage to structures. Very high waves form in long, overhanging crests
12	63 to 72	Violent storm: Widespread damage. Exceptionally high waves form, and the ocean is completely covered in foam
Source: US Drought Monitor. https://www.weather.gov/mfl/beaufort		

PAST EVENTS

Extreme Heat

Based on Cal-Adapt's historical information (1975 through 2004), the City experienced five extreme heat days yearly. During this same period, the City experienced a four-day heatwave approximately every four years.

In 2022, California experienced one of the worst heatwaves ever. From September 1st through September 9th, 2022, temperature records for September were shattered across the western portion of the United States, including Upland, where temperatures were reported as reaching 108° F. Prior to this, a heat wave in 1997 affected Southern California, causing five deaths. Temperatures in Upland reached 108° F during this event.

Drought

The following sampling of droughts known to have affected the area we now call Southern California helps put the state's twentieth-century droughts into perspective. Most of the dates shown below are necessarily approximations.

- Griffin & Anchukaitis (2014) used reconstructed tree-ring data to estimate annual precipitation for California since 1200. Their study indicates there was a prolonged dry spell from about 1755 to 1820. Floods in 1825 were followed by a severe drought in 1827–29; drought returned in 1844–46.[42]
- The drought of 1862–64, following on the heels of the epic floods of 1861–62, drove home the final nail in the coffin of the rancho system in Southern California. More than 70% of cattle in Los Angeles County died of disease or starvation.[43]
- The great western drought of 1928-34 that gave us the term "Dust Bowl" was geographically centered in the Great Plains yet ultimately affected water supplies in California. The drought conditions in the Plains resulted in a large influx of people to the West Coast. Approximately 350,000 people from the Great Plains emigrated mainly to California's Central Valley. As more people moved into California, including Los Angeles County—increases in intensive agriculture led to overuse of the Santa Ana River watershed and groundwater, resulting in regional water shortages.
- Yet another statewide drought began in 2012, featuring record-low Sierra snowpack, massive drawdowns of the State Water Project reservoirs, and rapid depletion of groundwater stocks that has led in some places (such as the San Joaquin Valley) to significant ground subsidence. A weak El Niño condition partly broke the drought in Northern California during the winter of 2015–16, but the drought continued in the southern part of the state for the better part of another year. According to the California Natural Resources Conservation Service, among the many effects of this drought was the extensive devastation of forests in the San Bernardino, San Jacinto, Palomar, and Sierra mountain ranges. The lack of rain and snow weakened millions of trees, making them susceptible to infestation by bark beetles.[44] In turn, dry vegetation and beetle-infested trees are more susceptible to fire than healthy forests.

DWR-recorded hydrology shows that the most significant statewide droughts in the past century occurred during 1928–34 (mentioned above), 1976–77, 1987–92, 2007–09, and 2012–16.[45]

Figure 3-9 (above) shows that San Bernardino County has been in drought almost constantly over the past 24 years.

[42] J.M. Guinn: Exceptional Years: A History of California Drought and Flood. https://www.jstor.org/stable/pdf/41167825.pdf

[43] https://articles.latimes.com/1991-06-13/news/nc-780_1_cattle-industry

[44] http://www.sbcounty.gov/calmast/sbc/cms/Docs/BarkBeetle112906ProgramLaunchFINAL_2_.pdf

[45] https://water.ca.gov/Water-Basics/Drought

Severe Wind

There have been several strong wind events recorded around the City of Upland. The following depicts some of these Santa Ana winds and other major windstorm events in the City, neighboring communities, San Bernardino County, and the surrounding region. Santa Ana wind events have been and will continue to be a hazard of concern for the City.[46]

- **January 2–3, 2001:** Santa Ana winds gusted at 52 mph in Ontario and 60 mph in Rialto. The winds fan the Viejas Fire, which burned 5,500 acres. Trees and power lines were downed.
- **February 8–10, 2002:** Santa Ana winds gusted to 80 mph in Descanso, 78 mph in Fremont Canyon, and 76 mph in San Bernardino. On February 9, the winds blew over semis, felled trees, damaged several homes, destroyed 12 million pounds of avocados in northern San Diego County, and started numerous wildfires. Fallen power lines caused most of the wildfires, with the largest being the Gavilan Fire near Fallbrook that burned 5,763 acres and 45 homes.
- **January 6–7, 2003:** Very widespread Santa Ana winds blasted gusts of 100 mph in Fremont Canyon, 90 mph in Ontario, 80 mph in Upland, 72 mph in Trabuco Canyon, and 70 mph in Riverside. The storm left 2 dead and 11 injured, along with widespread property damage, road closures, power outages, fallen trees, wildfires, and crop damage.
- **December 3, 2006:** Offshore winds gusted to 92 mph, with seven gusts over 75 mph in northwest San Bernardino and gusts to 75 mph in Fremont Canyon. Downed power lines sparked a small fire in the Inland Empire. Sixteen power poles were downed in Valley Center.
- **August 16, 2016:** Gusty winds and low humidity swept through the Cajon Pass. Winds fanned the Blue Cut Fire into a fury on this day. The fire spread rapidly, forcing 84,000 mandatory evacuations and threatening 35,000 homes. Numerous roads were closed, including I-15 in both directions for two days. The fire destroyed 105 homes and 313 smaller structures and scorched 36,274 acres before it was extinguished.
- **January 21–22, 2022:** Strong Santa Anas peaked in the foothills of the San Gabriel and San Bernardino Mountains and adjacent valleys, ranging from 50 to 80+ mph. Numerous trees and power poles were downed in Upland, Ontario, and Claremont, crushing several vehicles, damaging homes, and knocking out power.
- **October 29–31, 2023:** Widespread, strong Santa Ana winds struck Southern California. Worst hit were the San Gabriel and San Bernardino Mountains and through northern portions of the Inland Empire and the Santa Ana Mountains. Top gusts touched 100 mph in the San Gabriels, and several foothill locations had gusts up to 70-80 mph. Very windy and dry conditions led to wildfires, including the Highland Fire, which burned nearly 2,500 acres near Aguanga.

[46] "A History of Significant Weather Events in Southern California." National Oceanic and Atmospheric Administration. May 2017. https://www.weather.gov/media/sgx/documents/weatherhistory.pdf

Risk of Future Events

Extreme Heat

As temperatures rise throughout California, the number of extreme heat days will also increase. According to Cal-Adapt data (which relies on NOAA data sources), the City historically (1965-2004) experienced an average of five extreme heat days annually. That number increases to 17 days annually through 2035–2064. Cal-Adapt projects that the City may experience an annual average of 25 extreme heat days by 2070–2099, with a 30-year range of 4 to 50 days a year.

Drought

Given California's centuries-old boom/bust relationship with water and drought, it's nearly certain that Southern California in general and Upland in particular will continue to experience cycles of extreme drought punctuated by brief periods of torrential rain. Climate change (see below) will likely alter the specifics but won't change the overall theme. While the HMPC assessed a 0.1% to 1% annual probability of drought, the U.S. Drought Monitor data (above) demonstrates that the real probability is closer to 80%.

Severe Wind

Given the region's history of windstorm events in nearby cities, it is highly likely that wind events will continue to impact the city. The most probable source of wind events in the future will likely originate from the Santa Ana winds or extreme storms. All expectations are that the probability of windstorm events occurring again in the future is highly likely. As discussed in Hazard Scoring **Table 3-4** (above), a "highly likely" probability indicates a greater than 10% chance of windstorms occurring annually.

Climate Change Considerations

Extreme Heat

The primary effect of climate change is warmer average temperatures. The hottest years on record have occurred since 2000, with 2024 and 2023 in the top spots.[47] As climate change accelerates in the 21st century, extreme heat events are anticipated to become more frequent and intense in the city. The projection is that Upland's extreme heat days could increase between 14 and 20 days annually by 2100, and the City can expect a shift in residential and business needs for cooling and addressing heat-related issues.

Drought

If as predicted, climate change brings more of what Upland already has, the City can look forward to longer and deeper droughts, more punishing torrential rainstorms, more heat waves, and heavier winds. Drought may become a chronic scourge we endure rather than a periodic condition we manage.

[47] "Topic: Temperature Rankings." NOAA. https://www.noaa.gov/topic-tags/temperature-rankings

Severe Wind

It is anticipated that the atmospheric rivers that deliver storms to Southern California may intensify because of climate change. While the average number of storms in Southern California will remain the same, storms are expected to increase in intensity between 10 and 20 percent.[48] This increase in storm intensity may also bring more intense winds to the Southern California region, including Upland.

Studies indicate that climate change may affect Santa Ana wind events in varying ways, but it is unknown whether the frequency and intensity of events may be some of those ways. According to one study that examined two global climate models, there's a projected increase in future Santa Ana events. However, other studies have found that the number of Santa Ana events may decrease by about 20% in the future.[49] Given the anticipated increases in temperatures throughout the region, future events are expected to become more severe in some cases, even if the number of events decreases.

[48] Oskin, B. (2014). Atmospheric Rivers to Soak California as Climate Warms. Live Science. https://www.livescience.com/49225-atmospheric-rivers-double-climate-change.html

[49] Hall, Alex, Neil Berg, Katharine Reich. (University of California, Los Angeles). 2018. Los Angeles Summary Report. California's Fourth Climate Change Assessment. https://www.energy.ca.gov/sites/default/files/2019-11/Reg%20Report-%20SUM-CCCA4-2018-007%20LosAngeles_ADA.pdf

Hazard Profile: Infrastructure Failure

DESCRIPTION

Power Failure

A power failure is an event that occurs within an electric power system when the total real or reactive power of the power plants in the system is insufficient to supply all consumers with electric power of the required quality. These events are considered a lifeline system failure. These failures can be the primary hazard or can directly result from another hazard, such as an earthquake, extreme weather event, or flood. These failures can also be simultaneous with other lifeline system failures such as natural gas, communication, drinking water, wastewater disposal, or transportation. Power failure can exacerbate and or create detrimental effects on these operational and lifeline systems. For this hazard profile discussion, energy/power failure incidents are the primary hazard of concern; however, power failure associated with other hazard events is a concern for many of the other hazards profiled in this Plan.

Generally, these power failure events are the direct result of events beyond the control of the City. These events often occur during a time of extreme demand/need for power, such as an extreme heatwave that creates an enormous strain on the power grid as residents try to stay cool. Most of these energy outages are short-term but can last for weeks if the situation is dire. There are three types of power/energy failures or outages; each is categorized based on duration and the actual effect of the failure/outage event:

1) **Permanent:** A massive loss of power typically caused by a fault on a powerline. However, power is restored automatically once the fault has been cleared.
2) **Brownout:** A sag (or drop) in voltage in an electrical power supply. They can cause equipment or various operational systems to perform poorly.
3) **Blackout:** A total loss of power in an area. The worst form of a power outage. Blackouts can last from a few minutes to multiple weeks, depending on the nature of the causal event and the configuration of the actual electric network.

Public Safety Power Shutoff

A Public Safety Power Shutoff (PSPS) is a practice that Southern California Edison (SCE, provider of electricity for Upland) and other utility companies may use to preemptively shut off power in high fire hazard areas to reduce fire risk during extreme and potentially dangerous weather conditions (hot, dry, and windy). According to the SCE[50], PSPS events are the last resort option in a line of operational procedures employed to mitigate fire risk when conditions warrant. In considering whether to shut off power to lines in affected areas, SCE considers the following factors, which may include, but are not limited to:

- The National Weather Service has issued Red Flag Warnings for counties with SCE circuits in High Fire Risk Areas.

[50] Wildfire and PSPS Fact Sheets. https://www.sce.com/wildfire/psps

- Ongoing assessments from the SCE in-house meteorologists regarding the local wind speed, humidity, and temperature conditions are informed by strategically deployed weather stations.
- Real-time situational awareness information from highly trained personnel positioned locally in High Fire Risk Areas identified as at risk for extreme weather conditions.
- Input from SCE fire management experts regarding any ongoing firefighting efforts.
- Specific concerns from local and state fire authorities regarding the potential consequences of wildfires in select locations.
- Awareness of mandatory or voluntary evacuation orders in place.
- Expected impact of de-energizing circuits on essential services, such as public safety agencies, water pumps, traffic controls, etc.
- Other operational considerations to minimize potential wildfire ignitions.

In advance of PSPS events, SCE will inform local governments about the PSPS protocol, including the location of circuits in their jurisdictions that may be shut off during an event. Notification is provided to residents 48 hours before the potential PSPS event, with follow-up notification occurring 24 hours before the power is shut off. Notifications will be made throughout the outage when power has been shut off and then finally again when it is restored. However, as extreme weather can be unpredictable, sometimes advance notification and coordination don't conform to this protocol. Notification may occur by phone call, text, the SCE.com website, email, and/or social media accounts.[51]

LOCATION AND EXTENT

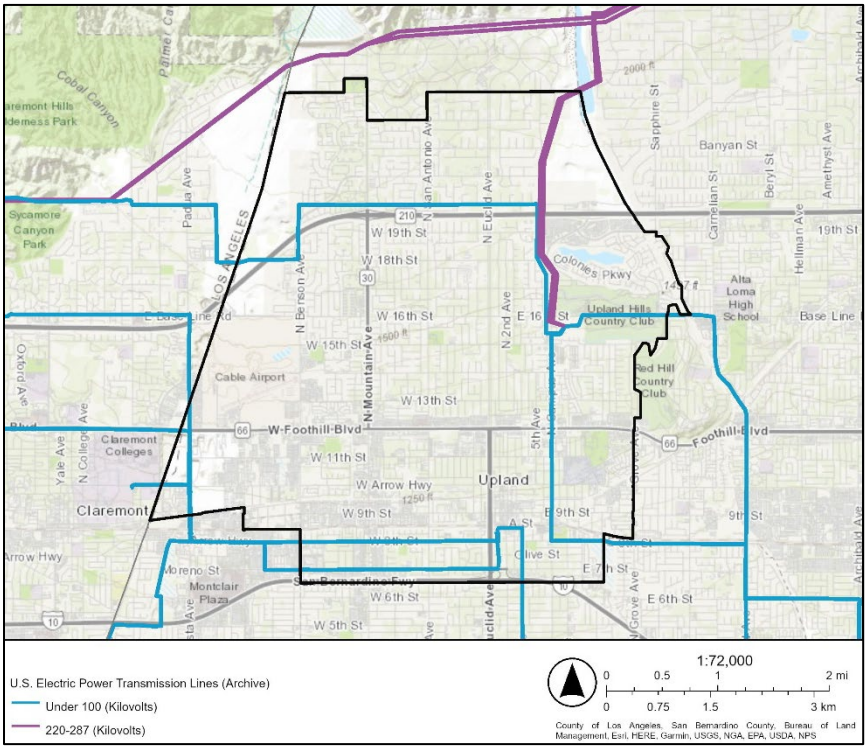
Power Failure

The entire city of Upland is vulnerable to power failure. Most power failure events, as stated earlier, are not necessarily caused by humans. An overwhelming demand for power due to accidents, equipment malfunction/failure, weather conditions, or other natural hazards the City is susceptible to can be the catalyst that creates a loss of power.

According to the California Energy Commission, electricity is transmitted to the distribution network from transmission lines that originate from outside city limits from multiple 220–287kV transmission lines north of the City. The transmission lines terminate into the Upland Substation, and the neighboring city of Claremont (**Figure 3-10**). From these sources, power is then distributed to the City through a series of under 100kV distribution lines running through the city, generally in an east-west direction.

[51] "SCE's 2020 Planning for Public Safety Power Shutoffs (PSPS)".https://www.sce.com/sites/default/files/2020-06/SCE%E2%80%99s%202020%20PSPS%20Preparations.pdf

Figure 3-10. U.S. Electric Power Transmission Lines in Upland



Power failure can occur in only small areas of the City, such as a single location or neighborhood, or the entire grid could fail, suddenly causing the entire City to lose power. Power failure is indiscriminate in who, where, and what it affects; however, locations with older infrastructure or infrastructure located above ground may be more susceptible to weather-related hazards. The duration of these power failures completely depends on the severity of the actual cause of the power loss and what's required to repair the issue or issues.

The electricity industry operated for years through "vertically integrated utilities" that owned generation, transmission, and distribution, and typically had monopolies in their designated service areas. In 1996, the Federal Regulatory Commission issued orders 888 and 889 requiring utilities with transmission infrastructure to provide nondiscriminatory access to all transmission customers. One way for a utility company to comply with this new requirement was to allow an independent system operator (ISO) to operate its transmission system for the company. ISOs don't own electricity transmitted over the grid, and they allow market participants to transmit electricity at the best available price. In 1998, because of Order 888 and California state legislation AB 1890, the California ISO was incorporated as a nonprofit public benefit corporation to fulfill this mission. ISOs are often compared to air traffic controllers, as they independently manage the traffic on a power grid they do not own, much like air traffic controllers manage airplane traffic in the airways and on airport runways.

California ISO is one of nine independent system operators in North America (**Figure 3-11**). Collectively, they deliver over 2.2 million gigawatt-hours of electricity each year and oversee more than 26,000 miles of high-voltage power lines. These independent grid operators serve two-thirds of the United States.[52]

[52] California ISO website: "ISO History." http://www.caiso.com/about/Pages/OurBusiness/ISO-history.aspx

Figure 3-11. All Independent System Operators (ISOs) in North America



Public Safety Power Shutoff

PSPS is based on circuits that provide power for certain areas. Each circuit has a name. During a Red Flag Warning or other weather event that poses a threat to a High Fire Risk Area, SCE will evaluate the state of its circuits in high-risk areas. If it finds an unacceptable risk in a particular circuit area, it will plan to de-energize that circuit when necessary. This will deprive the area served by that circuit of power until the PSPS conditions diminish.

Customers who don't live in high fire risk areas may also be affected because of the way the electrical grid is interconnected.

There are five SCE circuits providing service to the City and the surrounding region: Ferrara, Faro, Parina, Santorini, and Tully. While the Ferrara circuit primarily serves Upland the remaining circuits can potentially impact portions of the city should a PSPS event occur in the greater region and neighboring cities.

The City faces potential PSPS events in these areas. This potential is exacerbated during the hot and dry summer/fall months, especially when significant Santa Ana wind events occur. The City needs to anticipate and prepare for the potential effects of these events, including power degradation, an influx of people from neighboring communities/cities affected by power loss and/or evacuation, and increased calls for service.

PAST EVENTS

Power Failure

Due to maintenance actions or infrastructure faults, small-scale power failures frequently occur throughout Southern California. On several occasions, Upland has lost power due to human-caused errors and natural hazards. These small-bore events may affect a few dozen to a few hundred people, typically for a few hours.

The most damaging power failures tend to occur on a regional scale, affecting Upland residents and businesses depending on the location of the failure. California has experienced some major statewide and regional energy failures due to various reasons, including:

- **December 1982 (near Tracy, California):** Loss of a transmission tower, two 500-kV lines, and a pair of 230-kV lines. Five million people were affected. (Equipment failure)[53]
- **October 1989 (Loma Prieta Earthquake):** Loss of substations; 1.4 million people impacted. (Seismic event)[54]
- **August 1996 (region):** Cascading impacts from loss of power from 1996 North American Blackouts.[55]
- **December 1998 (San Francisco):** Loss of substations, impacting 350,000 buildings and 940,000 people. (Infrastructure failure, human error)[56]
- **2000 (statewide):** Power outages. (electricity crisis)[57]
- **2011 (Southwest Blackout):** Cascading impacts from the loss of power from the 23 distinct events on 5 separate power grids impacted 1.4 million people. This was the largest power failure in California history.[58]
- **July 2017 (Los Angeles):** An explosion at a power plant caused widespread outages in San Fernando Valley.[59]

Public Safety Power Shutoff

PSPS-related power losses have become a regular event during fire events throughout California and are nearly too many to mention. The latest major examples happened during the January 2025 Eaton and Palisades fires, when up to 1.2 million Los Angeles County residents were without power on January 8. Additional fires and PSPS activations in Ventura, Orange, San Bernardino, Riverside, and San Diego counties affected more than 2.1 million customers at 11:30 a.m. that day.[60] Hundreds of thousands of people remained without electrical service until late in January.

[53] “The 3 Worst Power Outages in the History of the U.S”. https://www.a-1-electric.com/the-3-worst-power-outages-in-the-history-of-the-u-s/

[54] Eguchi, R. T.; Seligson, H. A. (1994), "Lifeline perspectives" Practical lessons from the Loma Prieta earthquake, National Academies Press.

[55] Venkatasubramanian, Mani V. (2003-08-20) "Analyzing Blackout Events: Experience from the Major Western Blackouts in 1996."

[56] “Technician's error caused 1998 outage” https://www.sfgate.com/bayarea/article/Technician-s-error-caused-1998-outage-1-death-2595806.php

[57] Sweeney, James L. 2002. "The California Electricity Crisis: Lessons for the Future." https://www.nae.edu/Publications/Bridge/OurEnergyFuture/TheCaliforniaElectricityCrisisLessonsfortheFuture.aspx

[58] Medina, Jennifer (September 10, 2011) "Human Error Investigated in California Blackout's Spread to Six Million". The New York Times. https://www.nytimes.com/2011/09/10/us/10power.html

[59] DWP Plant Explosion Causes Massive Power Outage In San Fernando Valley, https://laist.com/news/dwp-plant-explosion-causes-massive

[60] https://www.kget.com/news/millions-without-power-in-southern-california-map-shows-latest-outages/

Risk of Future Events

Power Failure

Today, several mechanisms are in place to monitor, manage, and adapt to changing conditions and demands to help reduce and/or eliminate energy failures. California and regional organizations such as Cal ISO, the Federal Energy Regulatory Commission, Western Electricity Coordinating Council, North American Electric Reliability Corporation, California Public Utilities Commission, and the California Energy Commission are focused on energy production, use, and management. Each agency plays a role in planning, managing, and coordinating the allocation of energy within California.

Upland may experience a power failure anytime and anywhere throughout the year. The probability of it occurring again will always be present, as the City depends on electricity to function. As depicted in Hazard Scoring **Table 3-4** (above), the future probability of a significant power failure is considered possible, however it has between 0.01% and 0.001% of occurrence each year.

Public Safety Power Shutoff

As mentioned previously, PSPS operations have become common parts of the many wildfires California experiences each year. As electric utilities continue to be hit by multi-million-dollar fines when their equipment causes or contributes to the start of a fire, they will become more aggressive in shutting off circuits whenever conditions show the possibility of a fire near their transmission towers, transformers, and distribution lines. Those conditions aren't going away. As depicted in Hazard Scoring **Table 3-4** (above), the future probability of a PSPS event is considered likely, with an annual probability of occurrence between 0.1% and 0.01%.

Climate Change Considerations

Power Failure

Projections of changing climatic conditions through the end of the century suggest that the City should address future power failure concerns. Energy demand is not expected to increase significantly throughout the City due to compliance with updated codes and requirements; however, electricity production occurs outside the City, reducing opportunities for Upland to be energy independent. To better address power failure, Upland's current and future climate change mitigation and adaptation efforts should prioritize energy efficiency measures, generating energy locally from clean and renewable sources, and building reliability & redundancy using the latest energy storage and backup systems technologies.

Public Safety Power Shutoff

As mentioned in the *Hazard Profile: Fire* section of this document, climate change is likely to intensify and accelerate the conditions that lead to major wildland and WUI fires. This means that more, larger fires will start more often and spread farther and faster. In turn, this will force increasingly risk-averse electric utilities to use PSPS more aggressively not only to lower the fire risk, but also to lower the risk of being held liable for the start or spread of fires.

Hazard Profile: Flood

DESCRIPTION

Surface Flooding

Flooding occurs when an area becomes inundated with more water than it can drain in a specified period. This can range from a small, confined area—such as a grassy field in a park that floods for a few hours after a rainstorm—to whole city sections, such as streets becoming impassable because of floodwaters.

When floods are small, they may represent only a minor inconvenience as some recreational pathways and curb cuts become flooded. These smaller instances of flooding, where water collects into pools of standing water, are referred to as “ponding.” On the other hand, larger flood events can hamper a city’s operations. For example, if multiple streets flood simultaneously, the results could prevent emergency workers from reaching people who need assistance. Flooding can also damage critical infrastructure. For instance, unprotected electronic equipment can short-circuit if it becomes inundated by floodwaters. This could lead to outages in street lighting, traffic signals, and even city and government computer systems.

Flooding has many potential causes. In Southern California, the primary cause of flooding is usually heavy rain occurring during the winter storm season. Most precipitation in California arrives either via atmospheric rivers or the ENSO cycle. Atmospheric rivers are channels of moist air located high in the atmosphere. The ENSO cycle is a regional meteorological phenomenon in the southern Pacific Ocean consisting of ocean water and air temperature variations. These variations give rise to two distinct phases: El Niño, the warm and wet phase, and La Niña, the dry and cold phase. When the El Niño phase is active, California will likely receive higher-than-normal precipitation levels. These higher-than-normal levels of rainfall can quickly overwhelm the capacity of certain sections of land to drain the precipitation before the rainwater begins to pool effectively.

A failure in infrastructure may also cause flooding. For example, a water main or sewage pipeline that bursts could cause flooding if left uncontained for a significant period of time. A more serious infrastructure failure, such as the failure of dams, reservoirs, or levees, could cause extensive flooding.

Dam and Levee Failure

Dam, reservoir, and levee failure can result from several causes, such as earthquakes, rapidly rising floodwaters, and structural design flaws. These hazards can occur instantaneously or very gradually, depending on the source of the failure. Inundation associated with these events can cause loss of life, damage property, and result in other impacts, such as displacement of persons residing in the inundation path and loss of critical infrastructure.

LOCATION AND EXTENT

Surface Flooding

The Federal Emergency Management Agency (FEMA) designates which areas in the United States are susceptible to flooding and how likely they are to experience flooding. FEMA uses a complex classification system to categorize the level of risk for each section of land. The two most well-known measures of flood event likelihood are the 100-year flood and 500-year flood zones. These designations don't refer to floods that occur every 100 or 500 years but to the likelihood of occurring yearly. For example, a 100-year flood zone has a 1 in 100—or 1% chance—of occurring in any given year, while a 500-year zone has a 1 in 500—or 0.2% chance—of occurring in any given year. These likelihood measures are combined with each locale's specific geography to produce specific flood "zone" designations. **Table 3-13** shows a detailed list of all the flood zone categories used by FEMA.

TABLE 3-13: FEMA FLOODPLAIN ZONES

Zone	Description
A	Within a 100-year flood plain, but the water height of the 100-year flood is not known.
A1-30 or AE	Within a 100-year flood plain and the water height of the 100-year flood is known.
AO	Within a 100-year flood plain, and the water height of the 100-year flood is between one and three feet but not specifically known.
A99	Within a 100-year flood plain, protected by flood protection infrastructure such as dams or levees.
AH	Within a 100-year flood plain, and the water height of the 100-year flood is between one and three feet and is specifically known.
AR	Within a 100-year flood plain, protected by flood protection infrastructure that is not currently effective, but is being rebuilt to provide protection.
V	Within a 100-year flood plain for coastal floods, but the water height of the flood is not known.
V1-30 or VE	Within a 100-year flood plain for coastal floods and the water height of the flood is known.
VO	Within a 100-year flood plain for shallow coastal floods with a height between one and three feet.
B	Within a 500-year flood plain, or within a 100-year flood plain with a water height less than one foot (found on older maps)
C	Outside of the 500-year flood plain (found on older maps)
X	Outside of the 500-year flood plain (found on newer maps)
X500	Within a 500-year flood plain, or within a 100-year flood plain with a water height less than one foot (found on newer maps)
D	Within an area with a potential and undetermined flood hazard.
M	Within an area at risk of mudslides from a 100-year flood event.
N	Within an area at risk of mudslides from a 500-year flood event.
P	Within an area at risk of mudslides from a potential and undetermined flood event.
E	Within an area at risk of erosion from a 100-year flood event.

FEMA also uses Base Flood Elevation (BFE) to determine the minimum depth of the floodwaters during one of these flood events. For example, an area with a three-foot BFE can expect to see a minimum floodwater depth of three feet with potentially additional depth in particularly severe flood events.

FEMA has designated most of Upland as lying within Zone "X," generally meaning the City isn't in danger of a 500-year flood. The City is at risk from the kind of urban flooding caused by unusually high amounts of rain, overwhelming the storm drains and flood control channels.

The City of Upland participates in the National Flood Insurance Program (NFIP) with FEMA through annual mapping review and building compliance activities. The City continues to maintain compliance with the National Flood Insurance Program.

Table 3-14 identifies relevant data regarding Upland from the NFIP.

TABLE 3-14: NFIP DATA FOR UPLAND

Total Number of Policies:	**23**
Total Premiums:	$17,861
Coverage in Force:	$7,640,000
Total Number of Closed Paid Losses:	19
$ of Closed Paid Losses:	$184,044.96
# of Repetitive Loss (RL) Properties	1
# of Severe Repetitive Loss (SRL) Properties	0
CRS Class Rating	—
Source: FEMA (https://www.fema.gov/about/openfema/data-sets#nfip), 2025	

Figure 3-12 depicts the city's 100-year, and 500-year flood zones as mapped by FEMA.

Dam and Levee Failure

Inundation from the following dams and reservoirs could potentially result in flooding in Upland in the event of failure.

The San Antonio Dam, located at the northwest corner of San Antonio Heights, is owned and operated by the Los Angeles District, U.S. Army Corps of Engineers. It's normally empty except during or immediately after periods of significant runoff. Inundation of Upland due to dam failure is considered unlikely unless dam failure occurs due to a combination of two relatively rare events: significant seismic activities on the Cucamonga Fault and unseasonal precipitation.

Other potential threats of water release come from four Ontario owned/operated water reservoirs located within Upland's city limits:

- 13th Street and Campus Avenue
- 8th Street and Campus Avenue
- Euclid Avenue and 8th Street
- Fern Avenue and 8th Street

Figure 3-13 shows the projected inundation zones associated with uncontrolled releases from San Antonio and other local dams.

Figure 3-12. FEMA-Designated 100- and 500- Year Flood Zones in Upland

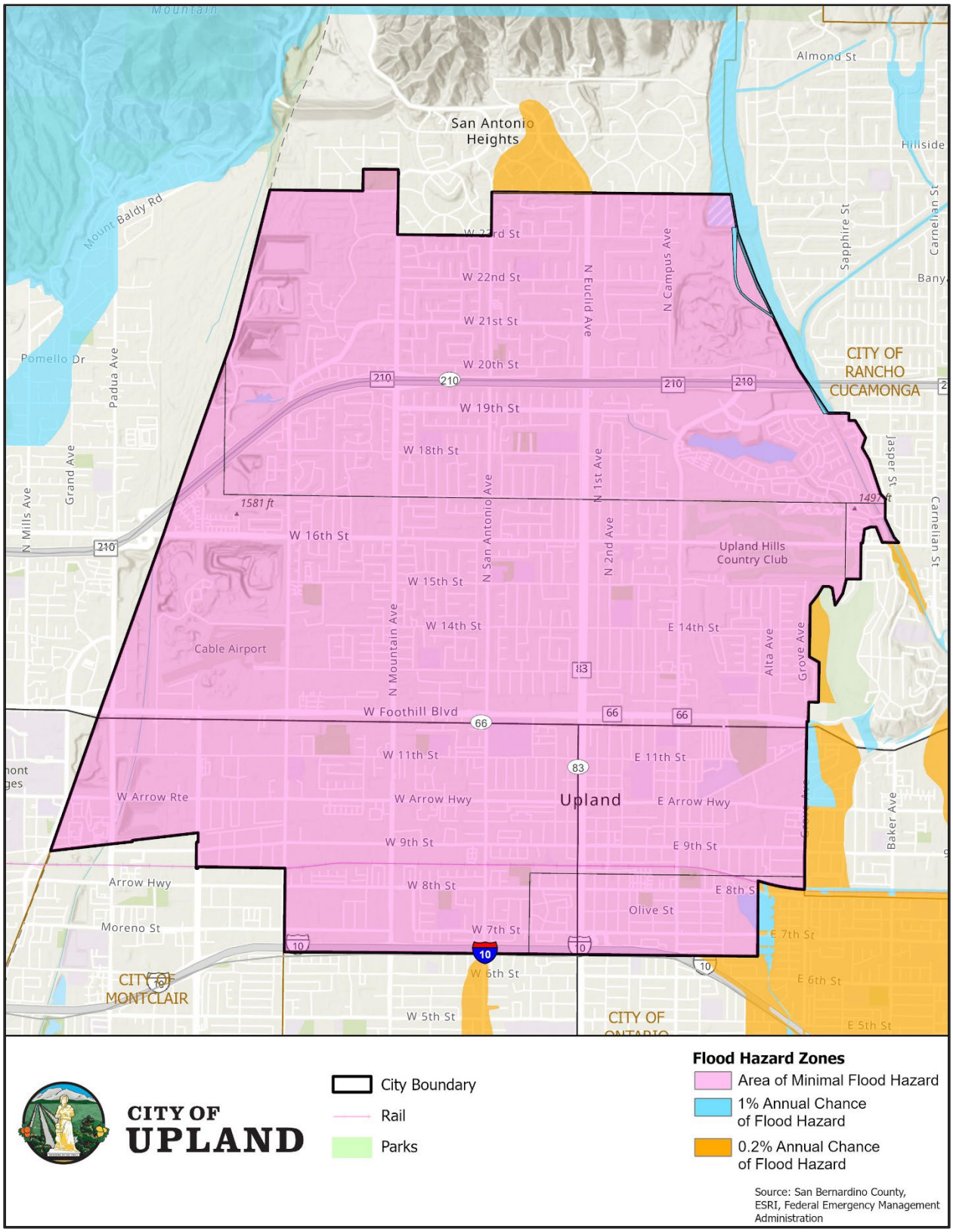
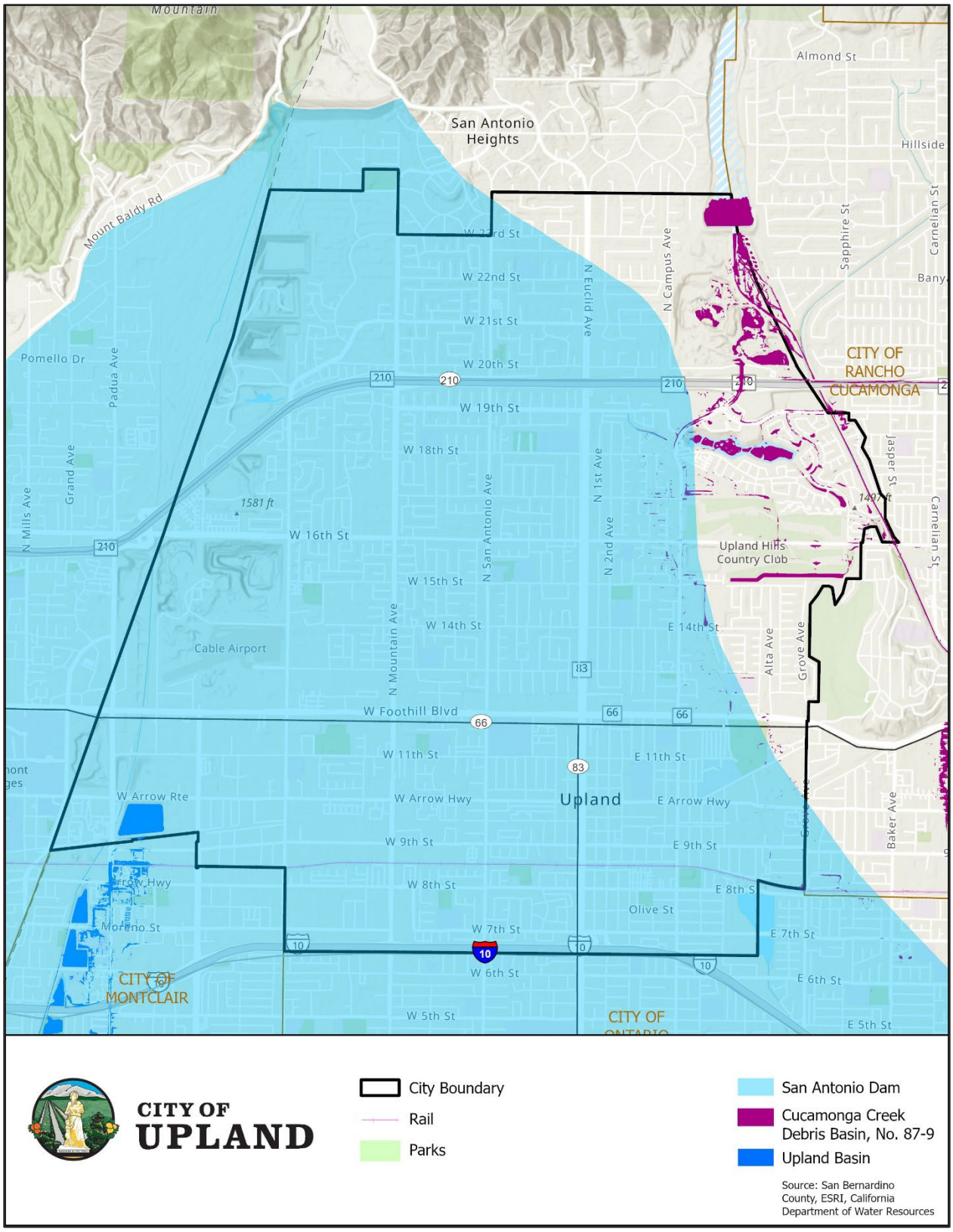


Figure 3-13. Projected Dam Inundation Zones In and Around Upland



PAST EVENTS

Surface Flooding

Upland has experienced repeated flooding incidents resulting from unusually high volumes of rain falling in a short period. Two occurrences in 2016 and 2019 saw flooding on Euclid Avenue and Mountain Avenue, respectively. In 2022, 9.14 inches of rain fell on Lytle Creek in the San Gabriel Mountains in the 48 hours prior to November 8, while 7.2 inches fell on San Sevane Flats nearby. Local creeks filled, joining the runoff from significant rains on the 8th (Ontario Airport reported 1.61 inches on that day) and causing storm channels to overflow. San Bernardino Fire reported making swift-water rescues in Devore, Upland, and Ontario. At least one person drowned during the storm.[61]

Ponding events can occur on any flat surface where sufficient drainage is unavailable. These include parking lots, landscaped areas, lawns, or roadways. Since ponding is so small in scale, it's impossible to predict exactly where in the City they will occur or how severe they will be.

Dam and Levee Failure

California's dam infrastructure varies in age (some are decades old, while others are more recently constructed), type, and size. While there have been no recorded dam failure events in Upland, there have been several catastrophic dam failure events in California.

- **San Francisquito Canyon Dam.** One of the earliest dam failures in California history. The dam experienced a structural failure because of insufficient geotechnical engineering analysis, leading to inadequate construction by the then Los Angeles Bureau of Water Works and Supply. At midnight on March 13, 1928, the 205-foot-tall structure failed catastrophically, unleashing a 120-foot-high wave of water traveling 18 miles per hour down the San Francisquito Canyon. By 5:30 AM, the wave had traveled 54 miles from the dam site to the Pacific Ocean, killing at least 438 people, razing towns, and destroying infrastructure. Victims' bodies were reportedly recovered from the ocean as far south as the Mexican border. The disaster is considered one of the worst engineering failures in US history.[62]
- **Baldwin Hills Dam.** December 14, 1963, a structural failure in the dam caused a breach that unleashed 250 million gallons of reservoir water. Diligent work by maintenance crews detected the developing failure in the dam four hours before it was breached. With the cooperation of local law enforcement, they successfully evacuated and saved nearly 1,500 people downstream from the reservoir. Five lives were lost, 65 homes were destroyed, and nearly $11 million worth of property damage was incurred.[63]
- **Brea Dam.** The Brea Dam failed on February 22, 2005, following an extensive episode of winter rains, causing water to spill over its crest. The Fullerton Golf Course and

[61] Floodlist.com. "USA – 1 Dead, 2 Missing After Record Rain Triggers Floods in California." https://floodlist.com/america/usa/floods-southern-california-november-2022

[62] Riley, K. March 2018. 90 Years Later, the St. Francis Dam Failure Remains a Vital Safety Lesson. Association of State Dam Safety Officials. https://damsafety.org/sites/default/files/files/StFrancis_DecadeAnniv%202018.pdf

[63] Association of State Dam Safety Officials. Case Study: Baldwin Hills Dam. https://damfailures.org/case-study/baldwin-hills-dam/

sections of Bastanchury Road were flooded with water, but no lives were lost. The golf course was damaged, and the floodwaters eroded an adjacent storm channel.[64]

- **Oroville Dam.** In February 2017, the collapse of concrete in the main spillway caused a 60-foot-deep hole to develop in the lower third of the spillway during normal operations undertaken to lower the reservoir before a moderately large storm. A subsequent storm and the inability to fully use the primary spillway led to the filling of the reservoir and its unlined (natural) emergency spillway for the first time. After two days of usage, erosion of the unlined hillside and head cutting (erosion upstream towards the earthen dam), as well as concerns regarding the stability of the emergency spillway, caused an evacuation of nearly 200,000 people downstream. This prompted immediate repairs and a re-evaluation of this dam facility and many others throughout the State of California.[65]

Risk of Future Events

Surface Flooding

Localized instances of ponding occur at least annually or multiple times a year in cities across Southern California. During drought periods, precipitation levels may decrease and lower the likelihood of ponding. In most years, though, it is almost certain that Upland will experience some type of flood event. Larger-scale flood events have been rare in Upland. However, Upland could experience some degree of large-scale flooding with inundation levels greater than one foot in depth during a particularly severe rainstorm or after a dam failure. All expectations are that the probability of floods/storms occurring again in the future is likely. As discussed in Hazard Scoring **Table 3-4** (above), there's a probability of between 0.1% and 0.01% chance of a flood occurring annually.

Dam and Levee Failure

Due to the presence of several dams and reservoirs near Upland, areas of the City could be at risk of inundation should a significant dam failure occur. The potential consequences of dam failure are death or injury, people being displaced from their homes, damage to existing public and private buildings, damage to infrastructure, loss of services from utilities, loss of government services, and economic losses. The U.S. Army Corps of Engineers evaluates, and rates dams based on confirmed or unconfirmed safety issues, the probability of failure, and the potential consequences. Due to embankment erosion, the Army Corps of Engineers Dam Safety Program has given the structure a DSAC II rating, which means it has a high risk of failure without remediation efforts. As depicted in Hazard Scoring **Table 3-4** (above), the probability of dam/levee failure occurring is unlikely with an annual chance of occurrence of less than 0.001%.

[64] Rancho Santiago Community College District. nd. Part IV-D – Dam Failure. https://rsccd.edu/Departments/Risk-Management/Documents/Risk%20Management/IV-D%20Dam%20Failure.pdf

[65] California Office of Emergency Services. 2023. California State Hazard Mitigation Plan. https://www.caloes.ca.gov/cal-oes-divisions/hazard-mitigation/hazard-mitigation-planning/state-hazard-mitigation-plan

CLIMATE CHANGE CONSIDERATIONS

Surface Flooding

Climate change is expected to exacerbate the conditions leading to Upland's urban flooding. Climate change will cause more intense local, regional, and global weather patterns, intensifying atmospheric rivers. At this time, it is unknown exactly how climate change will impact ENSO frequency, but its effects are anticipated to become more intense. Winter storm precipitation amounts in Southern California will increase based on atmospheric rivers and ENSO changes. This increases the likelihood of an exceptional rain event in Upland that could overwhelm the capacity of the region's flood control system to contain and drain all the precipitation.

Due to climate change, droughts are also expected to increase in length and frequency. Soils dried by extensive drought periods are less able to absorb and drain water, likely increasing flood possibility. Overall, climate change is expected to create conditions that will raise the likelihood of flooding in Upland.

Dam and Levee Failure

Climate change could increase the risk of dam failure in the future. More intense rainstorms may increase the likelihood of reservoir infrastructure becoming overwhelmed, including the dams that control floodwaters from inundating Upland and the rest of San Bernardino County. Indirectly, increased climate change-induced rains may cause more erosion, compromising dams' structural integrity and the foundation on which they sit.

CHAPTER 4 –
THREAT AND VULNERABILITY

Each of the hazards discussed in **Chapter 3** can have varying effects on different populations and community assets in Upland. For example, while an extreme heat event will be equally severe across all of Upland, some people may be harmed more than others. This chapter analyzes how various hazard conditions may affect Upland, and which populations and community assets face greater threats.

Threat Assessment Process

The threat assessment process looks at the harm that a hazard may cause to three different groups: the physical threat to key facilities, the threat to vulnerable populations, and the threat to any other community assets (noncritical facilities, key services, etc.).

Critical Facilities and Facilities of Concern

Critical facilities (CFs) consist of properties and structures that play important roles in government operations and their services to the community. Examples of CFs include:

- Local government offices and yards
- Community centers
- Public safety buildings, such as police and fire stations
- Schools
- Any other properties a city deems essential for its operations

CFs may also serve dual roles if a city designates them as public assembly points during an emergency. A public entity often owns CFs, but many are owned and operated privately, such as utilities and telecommunication infrastructure. FOCs are facilities that play an important role in a city but aren't critical to its function. These can be city-owned or privately owned facilities, such as senior assisted living homes, parks, and storage facilities, to name a few.

The HMPC identified 87 CFs and 107 FOCs in Upland that fall into three categories based on their function or characteristics. **Table 4-1** shows the number of CFs and FOCs in each category, the total estimated value of the facilities in each category, and examples of the facilities in each category. Appendix D has a complete list of the CFs and FOCs. **Figure 4-1** displays the location of the CFs and FOCs in Upland.

The potential loss value is the total insured value of the CFs that fall within the hazard zone. It is intended to estimate a replacement cost if the property is completely or severely damaged. The actual repair costs could be smaller or larger than the provided estimate. The data relies on the City's insured asset values; therefore, information about facilities not owned by the City isn't shown (e.g., bridges, private buildings). In some instances, replacement cost information wasn't made available. Where this occurs, "N/A" is used in the table.

TABLE 4-1: CRITICAL FACILITIES AND FACILITIES OF CONCERN			
	Number of Facilities		
Type	Critical	Concern	Potential Loss
City facility	23	2	$33,997,380
Community Center/Facility	0	6	$11,450,650
Infrastructure	64	0	$76,640,650
Medical Facility	0	5	**
Parks Facility	0	23	$5,811,980
Schools	0	17	**
Transportation Infrastructure	0	4	$1,340,900
Other	0	50	$42,794,320
TOTAL	**87**	**107**	**$172,035,880**
* Based on the City of Upland insured replacement values ** Replacement values are unavailable as they are not City-owned.			

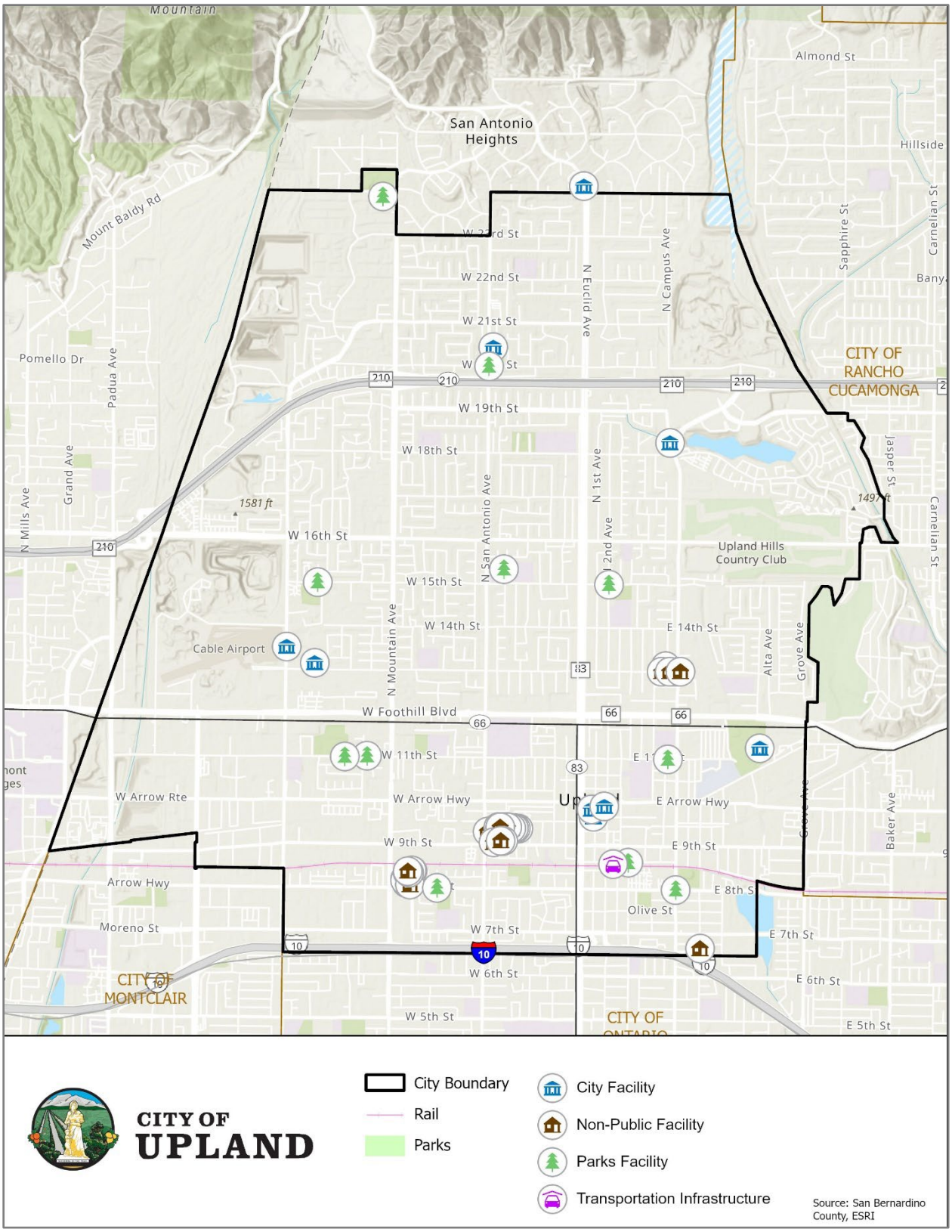
Based on the available data provided by the City, there's a minimum of $172,035,880 worth of City-owned assets. The greatest potential for loss among the City-owned assets comes from the "Infrastructure" category. The next category with the greatest loss potential is the "Other Facilities of Concern" category, followed by the "City Facility" category.

To better understand the magnitude of impacts, this Plan identifies representative percentages of potential impact based on the total valuation of City assets. For planning purposes, it's reasonable to assume that impacts wouldn't exceed 50% of the total asset value citywide. The following are parameters to help understand how much a proposed investment/improvement compares to the existing assets within the City:

- 1% Impact: $1,720,359
- 5% Impact: $8,601,794
- 10% Impact: $17,203,588
- 20% Impact: $34,407,176
- 50% Impact: $86,017,940

The likelihood of simultaneous 100% damage to all facilities is extremely remote. Most impacts are anticipated to be isolated to specific locations based on the hazard. This estimate doesn't include the value of the City's underground infrastructure and surface drainage facilities.

Figure 4-1. Critical Facilities and Facilities of Concern



VULNERABLE POPULATIONS

Factors such as age (children or elderly residents), physical and/or mental condition, socioeconomic status, access to key services, and many other factors affect the ability of people to prepare for and protect themselves and their property from a hazard event. Even though some hazard events may impact all parts of Upland equally, people may experience the impacts differently. Higher-income households, for instance, are more likely to afford the cost of retrofitting their homes to resist flooding or move to a location that's less prone to flooding than a lower-income household. As a result, a higher-income household is less likely to experience significant damage during a flood event than a lower-income household, even if the same amount of rain falls on both.

A social threat analysis examines how hazard events are likely to impact different demographic populations in Upland and where these different populations live in the City. This includes assessing whether the people in an area of an elevated hazard risk are more likely than the average person to be considered a threatened population. The social threat analysis uses the following criteria to assess the threat to vulnerable populations:

- **Disability status:** Persons with disabilities may have reduced mobility and experience difficulties living independently. As a result, they may have little or no ability to prepare for and mitigate hazard conditions without assistance from others.
- **Income levels:** Lower-income households are less likely to have the financial resources to implement mitigation activities on their residences. Another challenge may be finding adequate time to research and access educational resources about hazard mitigation strategies. Furthermore, lower-income households are less likely to have the necessary resources to move to safer areas less at risk of being impacted by a hazard. The national poverty limit standard for the U.S. for a four-person family is approximately an income of $35,750 or less. For Orange County, the FY 2022 Low-Income Limit for a four-person family, according to Housing and Urban Development (HUD), is $108,400.
- **Seniors (individuals at least 65 years of age):** Seniors are more likely to have reduced mobility, physical and/or mental disabilities, and lower income levels, all of which may decrease their ability to prepare for and mitigate a hazard event.

Table 4-2 shows the metrics for Upland residents who meet at least one of the criteria for threatened populations.

The social threat analysis also shows the threat other populations may encounter. For example, people experiencing homelessness or people without access to lifelines (vehicles or communication networks) may experience greater hardship in evacuating or recovering from a disaster. Since data for these groups aren't readily available, there's no definitive way to determine the number of people in areas of elevated risk. This assessment will discuss how these other threatened groups may also be affected on a general level.

TABLE 4-2: UPLAND VULNERABLE POPULATION METRICS	
Vulnerable Population Metric	**Community-Wide Data**
Population	80,710
Households	28,775
Median household income	$108,029
Renter households	43.1%
Percentage of households with at least one person living with a disability	24.7%
Percentage of households living under the poverty limit	11.2%
Percentage of households with one-member aged 65+	31.0%
Area affected by hazard	15.67 sq miles
Sources: 2018-2022 U.S. Census Bureau American Community Survey; 2024 U.S. Census Bureau Estimates	

DATA LIMITATIONS AND NOTES ON VULNERABILITY TABLES

Due to data limitations, the data comparing the hazard zone population with the citywide population comes from two separate sources. The citywide data comes from the U.S. Census Bureau's American Community Survey (ACS); the hazard-zone population data comes from ESRI's Business Analyst reports. As a result, there may be minor discrepancies when comparing the two data sets. The data relies on readily available 2024 U.S. Census Survey Projections and the 2018–2022 U.S. ACS. **Chapter 2** identifies additional census-related information, which may differ from the data in this Chapter based on the data available for the analysis.

OTHER ASSETS

In addition to the City's designated inventory of CFs/FOCs and vulnerable populations, hazard events could threaten other important assets to Upland. These assets may include services, artistic or cultural landmarks, or local economic activities. The threat assessment describes the potential harm to these other assets based on available information.

DISASTER DECLARATION CONNECTIONS

FEMA has issued the following major disasters, emergency declarations, and fire management assistance grants (**Table 4-3)** in San Bernardino County. While none of these events directly affected the City or required the activation of the Emergency Operations Center (EOC), it should be noted that City staff did participate in online meetings with the Regional EOC and regularly updated WebEOC (software platform for emergency management) with new information. Any incident type not listed in the table indicates that there were no declarations in San Bernardino County of that incident type (since 2020). Past events identified in this Plan have been identified in connection with these events in the "Past Events" sections within each Hazard Profile located in **Chapter 3** of this Plan.

TABLE 4-3. DISASTER DECLARATIONS – SAN BERNARDINO COUNTY (2020-2025)					
Year	**Declaration Number**	**Declaration Title**	**Incident Type**	**Affected the City**	**Activated EOC or Requested PA**
2024	FM-5537-CA	BRIDGE FIRE	Fire	No	No
2024	FM-5535-CA	LINE FIRE	Fire	No	No
2024	DR-4769-CA	CALIFORNIA SEVERE WINTER STORMS, TORNADOES, FLOODING, LANDSLIDES, AND MUDSLIDES	Severe Storm	No	No
2023	DR-4750-CA	CALIFORNIA TROPICAL STORM HILARY	Severe Storm	No	No
2023	DR-4699-CA	SEVERE WINTER STORMS, STRAIGHT-LINE WINDS, FLOODING, LANDSLIDES, AND MUDSLIDES	Severe Storm	No	No
2023	EM-3591-CA	SEVERE WINTER STORMS, FLOODING, AND MUDSLIDES	Flood	No	No
2023	EM-3592-CA	SEVERE WINTER STORMS, FLOODING, LANDSLIDES, AND MUDSLIDES	Flood	No	No
2021	DR-4569-CA	WILDFIRES	Fire	No	No
2021	FM-5381-CA	BLUE RIDGE FIRE	Fire	No	No
2020	DR-4482-CA	COVID-19 PANDEMIC	Biological	Yes	Yes
2020	EM-3428-CA	COVID-19	Biological	Yes	Yes
2020	FM-5350-CA	EL DORADO FIRE	Fire	No	No
2020	FM-5325-CA	APPLE FIRE	Fire	No	No
2020	FM-5301-CA	HILLSIDE FIRE	Fire	No	No
DR = Major Disaster EM = Emergency Declaration FM = Fire Management Assistance Grant					
In 2025, Southern California experienced catastrophic wildfires in Los Angeles County (Palisades and Eaton Fires) that were identified in Disaster Declarations, however San Bernardino County was not impacted directly by these incidents.					

Threat Profile: Seismic Hazards

PHYSICAL THREAT

Fault Rupture

The City has one AP Zone identified by the California Department of Conservation: the Cucamonga Fault, which cuts through San Antonio Heights. **Figure 4-2** depicts this hazard zone. No CFs or FOCs are located within the designated 500-ft. AP hazard buffer zone. Any future development in these areas could be at risk of damage from fault rupture should there be a large seismic event within the AP zone.

Seismic Shaking

Many physical assets in the City are estimated to experience the same seismic shaking intensity, ranging from 0.8501 to 1.05g (shaking intensity in relation to earth's gravity). Therefore, all facilities could be damaged during a significant seismic event, which could be extremely costly for the City. If all facilities were damaged at the same time during a seismic shaking event, it can be assumed that the City would incur a percentage of the maximum potential loss of its physical assets. Assuming 20% of the City's assets are impacted, this potential loss could amount to over $45 million. Underground physical assets, like pipelines or utilities, could be damaged if the intensity of the seismic shaking is severe enough. In such a scenario, natural gas and water delivery service to Upland homes and businesses would not be available until repairs are completed. **Table 4-4 and Table 4-5** display the potential scenario and losses incurred should shaking reach the described threshold. **Figure 4-3** displays the CFs and FOCs within the City's seismic shaking potential hazard zones.

TABLE 4-4: CRITICAL FACILITIES & FACILITIES OF CONCERN (SEISMIC SHAKING 0.9501G)

	Critical Facilities		Facilities of Concern	
Type	**Number**	**Potential Loss***	**Number**	**Potential Loss***
City facility	21	$24,151,040	2	$8,733,340
Community Center/Facility	0		6	$11,450,650
Infrastructure	48	$51,159,310	0	**
Medical Facility	0		5	**
Parks Facility	0		17	$5,209,900
Schools	0		16	**
Transportation Infrastructure	0		4	$1,340,900
Other	0		50	$42,794,320
Total	**69**	**$75,310,350**	**100**	**$69,529,110**

* Based on the City of Upland insured replacement values

**Replacement values are unavailable as they are not City-owned.

Figure 4-2. CFs and FOCs Located Near Fault Rupture Zones

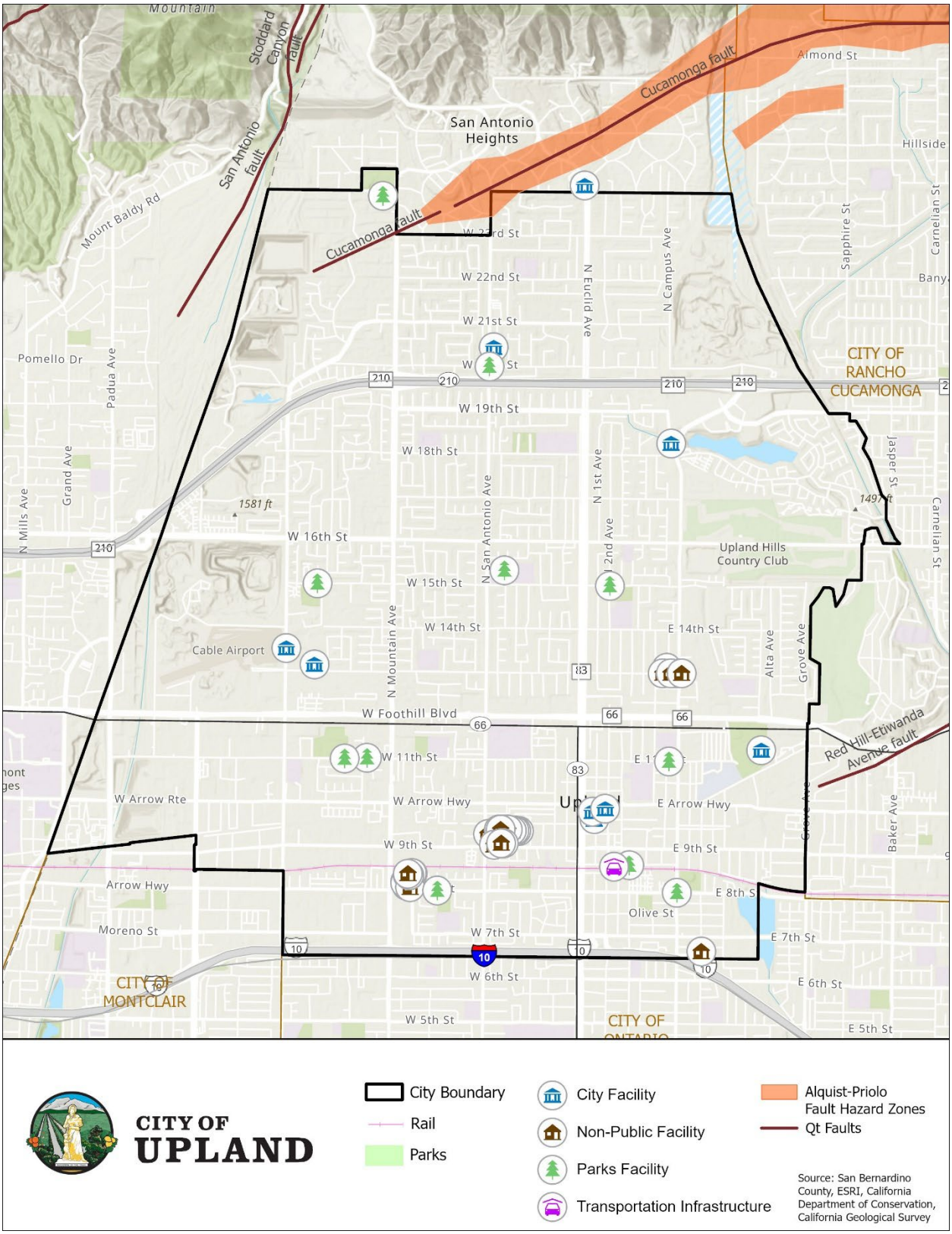


Figure 4-3. CFs and FOCs Located in Potential Seismic Shaking Hazard Zones

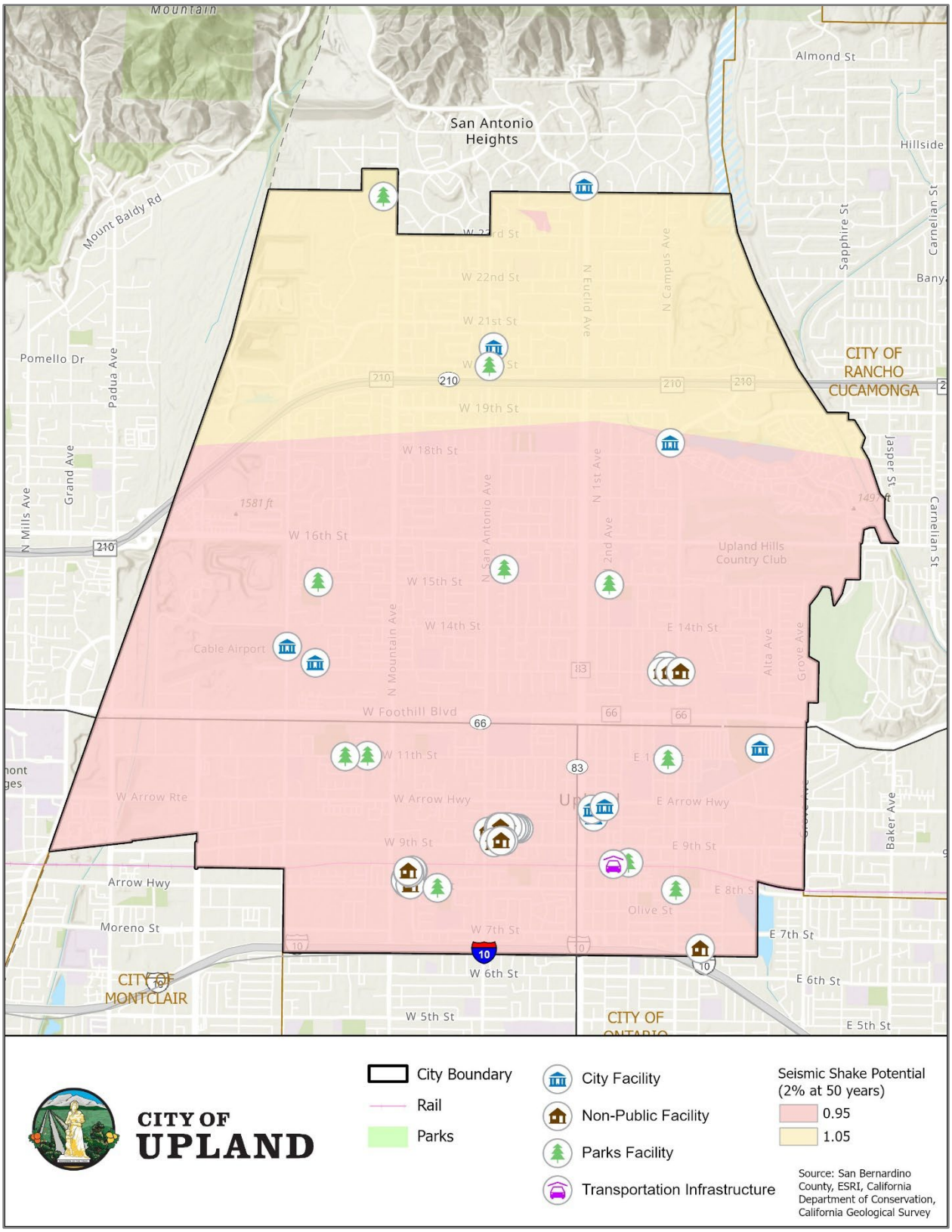


TABLE 4-5: CRITICAL FACILITIES & FACILITIES OF CONCERN (SEISMIC SHAKING 1.05G)				
	Critical Facilities		Facilities of Concern	
Type	Number	Potential Loss*	Number	Potential Loss*
City facility	2	$1,113,000	0	
Infrastructure	16	$25,481,340	0	
Parks Facility	0		6	$602,080
Schools	0		1	**
Total	**18**	**$26,594,340**	**7**	**$602,080**
* Based on the City of Upland insured replacement values **Replacement values are unavailable as they are not City-owned.				

SOCIAL THREAT

The risk of a seismic event is a danger to all Upland households and businesses; however, some populations are at higher risk than others.

Fault Rupture

To analyze the social threat associated with fault rupture, the City identified the populations within the AP Zone, covering approximately 0.55 square miles (3.5%) of the City. These areas include households with higher median household incomes, higher percentages of people living with a disability, and high percentages of households with one-member aged 65+. **Table 4-6** profiles this hazard-threatened population.

TABLE 4-6: FAULT RUPTURE (500-FT BUFFER ZONE) THREATENED POPULATIONS		
Threatened Population Metric	Living within Fault 500-ft. Buffer Zone	City of Upland
Population	2,079	80,710
Households	789	28,775
Median household income	$150,479	$108,029
Renter occupied households	12.7%	43.1%
Percentage of households with at least one person living with a disability	36.0%	24.7%
Percentage of households living under the poverty limit	8.1%	11.2%
Percentage of households with one-member aged 65+	46.7%	31.0%
Area affected by hazard	0.55 sq. miles	15.67 sq. miles
Sources: 2018–2022 U.S. Census Bureau's American Community Survey; 2024 U.S. Census Bureau's Estimates		

Seismic Shaking

Seniors, pregnant women, and persons with disabilities may be at higher risk in a seismic shaking event as they may have limited mobility, which could complicate or prevent safety actions (such as drop-cover-hold on) and delay or prevent safe evacuation. Renters and people with lower incomes are also more threatened by seismic shaking, since they may live in homes that are not properly retrofitted to withstand the stresses of a seismic event. These groups may not have the financial resources (or, if renting, the legal responsibility) to repair their homes or move to new housing if their homes become uninhabitable.

Table 4-7 compares the population within the seismic shaking hazard zones to the citywide population. Approximately 14.6% of Upland residents (14.3% of Upland households) live within the 0.95 to 1.05g seismic shake zones. The households at risk are on the whole richer (with a median income 47.5% higher than that for the City as a whole), far more likely to own their home, and roughly 41% more likely to have a member aged 65 years or older.

TABLE 4-7: SEISMIC SHAKING THREATENED POPULATIONS

Threatened Population Metric	Seismic Shaking (0.9501 to 1.05g)	City of Upland
Population	11,779	80,710
Households	4,130	28,775
Median household income	$159,370	$108,029
Renter occupied households	9.8%	43.1%
Percentage of households with at least one person living with a disability	28.8%	24.7%
Percentage of households living under the poverty limit	5.4%	11.2%
Percentage of households with one-member aged 65+	43.7%	31.0%
Area affected by hazard	4.25 sq. miles	15.67 sq. miles

Sources: 2018–2022 U.S. Census Bureau's American Community Survey; 2024 U.S. Census Bureau's Estimates

OTHER THREATS

Fault Rupture

Seismic events that cause surface fault rupture tend to damage roads and structures in impact areas. The length of rupture is typically a component of the seismic event's magnitude. The stronger the event, the greater the distance that rupture can occur. Strong events can create a larger problem with other identified hazards, such as dam inundations and flooding.

Seismic Shaking

Most earthquake-related property damage is inflicted through seismic shaking. It's the force that damages or destroys buildings, wrecks roads and bridges, disables infrastructure networks, and injures or kills people. All else being equal, the more intense the shaking, the worse the damage.

Earthquake early-warning systems afford utility operators additional time to shut off gas, water, and power transmission to try to control potential leaks following a seismic event. Authorities may also have enough warning to halt the use of elevators or bridges, or to safely shelter or evacuate workers from hazardous locations. This allows utility providers to remain inactive, reducing further impact, until authorities determine it's safe to reactivate service. The length of this time will vary depending on the event's magnitude and distance from the City. A significant earthquake would necessitate utilities to remain off for a few hours or several days. The City and the region would lose the economic activity that normally occurs. Structures such as downed telephone poles or power transmission towers may also block roadways and prevent first responders from reaching victims or evacuees who need assistance.

Changes in Population and Land Use Development

Fault Rupture

According to the current Land Use Element, the City's anticipated population growth over the next several years includes targeted development along Mountain Avenue, which reaches north into San Antonio Heights. The Cucamonga Fault trace crosses Mountain Avenue at West 23rd Street. Depending on the nature and location of this development, Upland's vulnerability to earthquake-related hazards may increase.

Seismic Shaking

Based on the current Housing Element data, the City's anticipated residential/commercial growth over the next five years is anticipated to be concentrated in several target areas in the central and southern parts of the City. In that these areas include older buildings and infrastructure likely to be replaced or renovated, this development may modestly decrease Upland's vulnerability to earthquake-related hazards. However, it's also likely that this development may be denser than what exists now, increasing the number of residents and businesses exposed to the seismic shaking hazard.

Climate Change Vulnerability

Fault Rupture

Climate change is not expected to directly affect the occurrence or magnitude of fault rupture, which is driven by tectonic processes. However, climate change may indirectly increase the consequences of fault rupture events.

More frequent extreme temperatures, drought, and intense precipitation can place additional stress on aging infrastructure, soils, and slopes near fault traces, potentially increasing damage severity and complicating post-earthquake repairs. Climate-related extremes may also reduce emergency response and recovery capacity, particularly if a seismic event occurs concurrently with or immediately following a heat wave, wildfire, or flooding event. These compound emergencies could strain response resources and prolong recovery.

Seismic Shaking

Climate change is not anticipated to influence seismic shaking intensity or frequency but is expected to increase vulnerability to its impacts.

Rising temperatures and extreme heat may accelerate the deterioration of buildings, transportation systems, and underground utilities, increasing the potential for damage during seismic shaking. Climate-related stress on power, water, and communications systems may also extend service disruptions following an earthquake.

Climate change may further exacerbate social vulnerability, particularly for seniors and individuals with disabilities, if seismic events coincide with extreme heat or prolonged utility outages. Additionally, earthquakes occurring during drought or heavy precipitation periods may trigger cascading hazards, such as wildfire ignitions, flooding, or landslides, increasing overall response complexity and losses.

Threat Profile: Fire

PHYSICAL THREAT

Structures and physical assets in Upland that aren't equipped with fire suppression technology or fire mitigation design features are at risk of fire. Generally, these buildings are older, may not be well maintained, and may not meet current code requirements and regulations. While all structures can be affected by wildland or urban fires, older buildings may have increased vulnerability to these hazards.

Wildland Fire

The California Department of Forestry and Fire Protection (CAL FIRE) has mapped Very High Fire Hazard Severity Zones (VHFHSZ) within both the City's Local Responsibility Area (LRA) and the State Responsibility Area (SRA). The LRA is a government-designated area where a local agency, city, or county is responsible for fire protection, not the state. An SRA is where the state is responsible for wildland fire protection. **Figure 4-4** identifies Upland's wildland-urban interface (WUI) area, including the CFs and FOCs and historic wildfire perimeters in and around the City. **Tables 4-8 through 4-10** identify the CFs and FOCs within these zones. While these areas have a high degree of vulnerability to wildfire, other areas of the City may also be susceptible due to ember cast. Sometimes a wildfire ignition may occur due to power lines contacting overgrown trees, causing a spark that ignites the tree or surrounding vegetation.

Wildland / Urban Interface Fire

Given that the entire northern edge of San Antonio Heights is a VHFHSZ, as is most of the City's western border, a significant amount of Upland's developed land is at heightened risk of fire. Recent urban conflagrations such as those in Santa Rosa (2017), Lahaina (2023), and Pacific Palisades and Altadena (2025), once rare in the 20th century, are becoming more common as extreme weather events drive wildfires into urban and suburban spaces. These events have destroyed thousands of homes and businesses and killed or injured hundreds of people in a short time.

Upland is especially vulnerable to a WUI fire becoming an urban conflagration in these areas:

1) **VHFHSZ along I-210.** The western end of the zone intrudes into built-out suburban housing or the type that has proved to be especially prone to propagating wind-blown fire.

2) **VHFHSZ in San Antonio Heights.** A fire beginning in this zone, driven by downslope winds of the sort that supercharged the Palisades and Eaton (Altadena) fires, would find no natural firebreak until the I-210.

3) **Three VHFHSZs in southwest Upland.** These zones push into not only the City's industrial area, but also into older, densely developed single-family housing.

TABLE 4-8: CRITICAL FACILITIES & FACILITIES OF CONCERN (VERY HIGH FIRE HAZARD SEVERITY ZONES)

	Critical Facilities		Facilities of Concern	
Type	**Number**	**Potential Loss***	**Number**	**Potential Loss***
Infrastructure	18	$18,141,900	0	
Transportation Infrastructure	0		1	**
Total	**18**	**$18,141,900**	**1**	**

* Based on the City of Upland insured replacement values
**Replacement values are unavailable as they are not City-owned.

TABLE 4-9: CRITICAL FACILITIES & FACILITIES OF CONCERN (WUI)

	Critical Facilities		Facilities of Concern	
Type	**Number**	**Potential Loss***	**Number**	**Potential Loss***
City facility	3	$1,113,000	0	
Infrastructure	18	$12,774,060	0	
Parks Facility	0		4	$405,980
Schools	0		1	**
Total	**21**	**$13,887,060**	**5**	**$405,980**

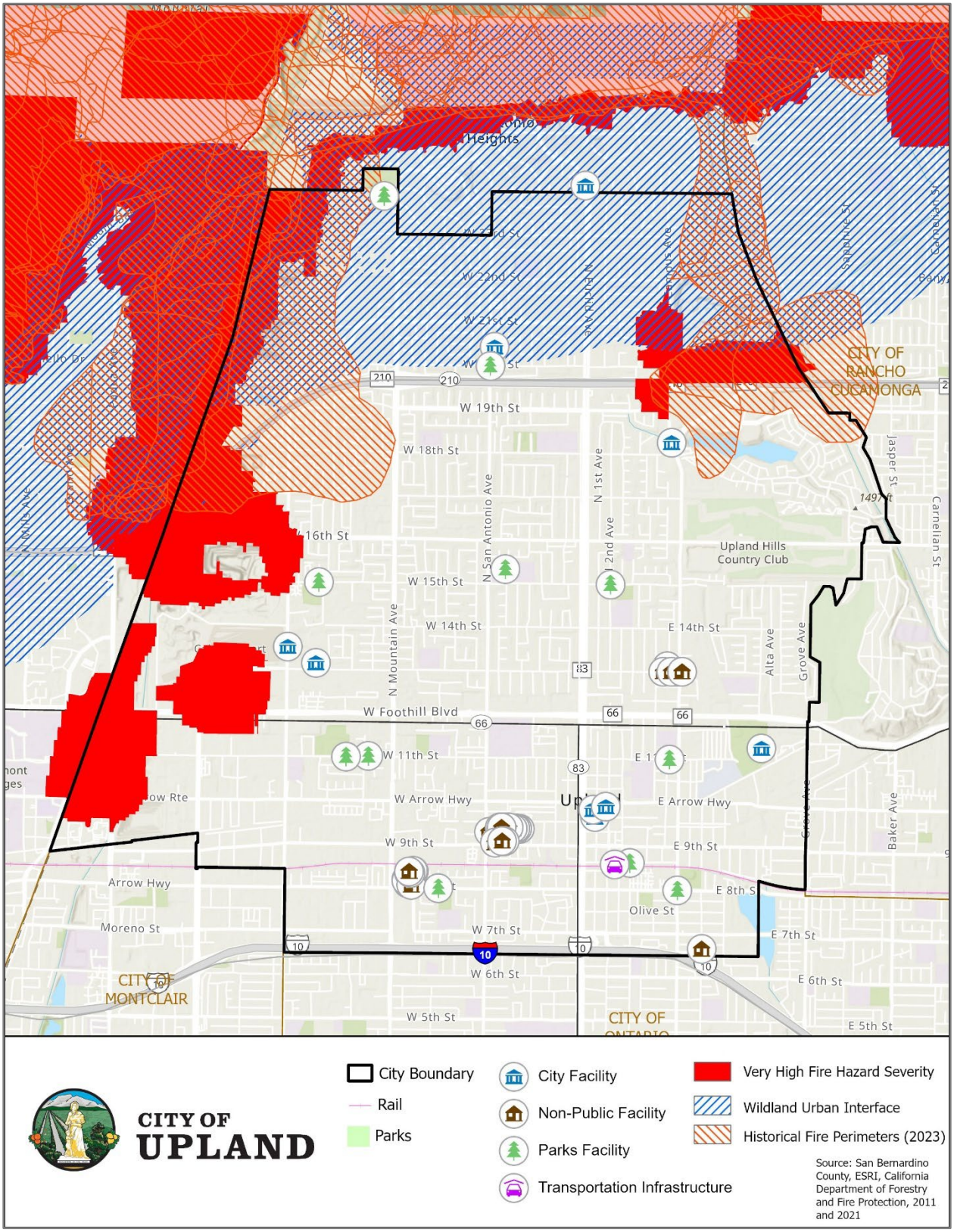
* Based on the City of Upland insured replacement values
**Replacement values are unavailable as they are not City-owned.

TABLE 4-10: CRITICAL FACILITIES & FACILITIES OF CONCERN (HISTORICAL WILDFIRE PERIMETER)

	Critical Facilities		Facilities of Concern	
Type	**Number**	**Potential Loss***	**Number**	**Potential Loss***
Infrastructure	6	$15,920,140	0	
Total	**6**	**$15,920,140**	**0**	

* Based on the City of Upland insured replacement values

Figure 4-4. CFs and FOCs Located in the Wildland Urban Interface (WUI) and Historical Wildfire Perimeters



Social Threat

A fire hazard poses an immediate threat to seniors and persons with disabilities. These groups may have limited mobility or diminished environmental awareness. For example, a senior who lives alone may not know if a fire ignites in their house until a room fills with smoke or a flashover occurs, at which point escape may be more difficult or impossible. A fire that starts in or spreads to senior residences in Upland could be highly threatening to those populations. Persons with disabilities may require special mobility devices or caregiver assistance to evacuate, which may not be readily available when a fire occurs.

Wildland Fire

Approximately 3% of Upland's population (2.9% of households) lives within a VHFHSZ, primarily within the City's western and northern portions. **Table 4-11** shows that nearly a quarter of these households have at least one person living with a disability, over 13% of these households live under the poverty line, and nearly 30% of these households have one member aged over 65+. On the other hand, these households have a much higher median income than the City as a whole.

Table 4-11: Very High Fire Hazard Severity Zone Threatened Populations

Threatened Population Metric	VHFHSZ	City of Upland
Population	2,431	80,710
Households	854	28,775
Median household income	$162,605	$108,029
Renter occupied households	18.7%	43.1%
Percentage of households with at least one person living with a disability	23.7%	24.7%
Percentage of households living under the poverty limit	13.7%	11.2%
Percentage of households with one-member aged 65+	29.4%	31.0%
Area affected by hazard	1.73 sq. miles	15.67 sq. miles

Sources: 2018–2022 U.S. Census Bureau's American Community Survey; 2024 U.S. Census Bureau's Estimates

Wildland / Urban Interface Fire

Approximately 10.2% of Upland's residents live within the WUI. **Table 4-12** shows that nearly 30% of these households include at least one person with a disability, and 44.5% of these households have one member aged over 65+.

Table 4-12: Wildland / Urban Interface Fire Threatened Populations

Threatened Population Metric	WUI	City of Upland
Population	8,258	80,710
Households	3,002	28,775
Median household income	$157,213	$108,029
Renter occupied households	6.8%	43.1%

Percentage of households with at least one person living with a disability	29.5%	24.7%
Percentage of households living under the poverty limit	4.3%	11.2%
Percentage of households with one-member aged 65+	44.5%	31.0%
Area affected by hazard	2.76 sq. miles	15.67 sq. miles
Sources: 2018–2022 U.S. Census Bureau's American Community Survey; 2024 U.S. Census Bureau's Estimates		

Other groups facing increased threat levels include people with lower incomes and renters. Renters make up nearly 7% of Upland's WUI households. While WUI households in general enjoy a significantly higher median income than the City as a whole, some 4.3% of these households live under the poverty line. Renters and economically disadvantaged individuals are more likely to live in substandard housing built with outdated materials known to be flammable. They may also live in housing units with improperly designed or unmaintained electrical or heating systems that could cause a fire. Renters may not possess the financial resources or authority to rebuild their homes or relocate to new homes after a fire incident.

Other Threats

Both wildfires and urban fires can consume power lines and force utility operators to shut off electrical and gas transmission activity, leading to utility outages in Upland homes and businesses. Fires or burning debris may block or surround streets, preventing residents from evacuating, and hindering emergency response crews from reaching the source of the fire. Anyone living toward the end of a cul-de-sac faces an elevated threat of being trapped if the fire occurs or spreads to the mouth of the street. Fire may use trees or vegetation in parks and open space areas to bridge what otherwise would be natural firebreaks or drive people away from what they might consider areas of refuge.

Public Safety Power Shutoffs (PSPS) are a significant issue for many communities throughout California. Multiple circuits affect the City, and the potential for large-scale events affecting residents and businesses is an ongoing concern. If a PSPS outage hits Upland's neighboring cities, Upland's resources could be strained as residents of affected areas seek refuge in communities with power; if Upland is also hit, it will face a potentially significant care-and-shelter challenge for its own residents. Outreach to residents and businesses to help them understand and prepare for these events will be an important aspect of the City's overall hazard mitigation strategy.

Changes in Population and Land Use Development

Wildland Fire

If a large, damaging wildfire were to occur, it's feasible that population patterns could fluctuate. Future land use designations, redevelopment, or new development in these areas could be restricted or prohibited, especially in the WUI and the VHFHSZ. Also, the increasing unaffordability and unavailability of fire insurance due to larger, more frequent fire losses may make building or selling homes in the WUI or VHFHSZ economically impossible.

Wildland / Urban Interface Fire

As we're seeing now in the Pacific Palisades and Altadena, a large urban conflagration can destroy thousands of homes and drive thousands more people out of their damaged homes in the span of a few hours. The experience of other mass disaster evacuations shows that people forced to live away from their homes and neighborhoods for more than a year rarely return. This could be Upland's fate: fewer residents, fewer homes, less economic activity, and a protracted recovery from a hugely traumatic event.

Climate Change Vulnerability

Climate change will likely increase the City's vulnerability to wildfire impacts. Increasing temperatures could alter the moisture content of plant materials, potentially worsening future drought conditions. More volatile climatic conditions may also encourage severe windstorms of the sort that made the Palisades and Eaton fires so difficult to control for so long.

Threat Profile: Human-Caused Hazards

Physical Threat

Hazardous Materials Release

Hazardous materials can cause damage to Upland's people and physical assets if they are released into the environment. Corrosive hazardous materials can damage the CF or FOC building exteriors. Flammable hazardous materials can start fires and cause any nearby CFs or FOCs to flash over and ignite. Generally, sites closer to the origin for releasing hazardous materials are at more risk than those further away.

Table 4-13 shows the numbers of Upland facilities threatened by a hazardous materials release within 500 feet of a site storing or using hazardous materials. The total potential loss estimated for these locations is approximately $3.7 million. **Figure 4-5** depicts these sites in relation to the City's CFs and FOCs.

Table 4-13: Critical Facilities and Facilities of Concern (Hazmat Buffer 500ft)

	Critical Facilities		Facilities of Concern	
Type	**Number**	**Potential Loss***	**Number**	**Potential Loss***
Infrastructure	3	$1,651,480	0	
Parks Facility	1	$767,440	0	
Transportation Infrastructure	1	$1,340,900	0	
Total	**5**	**$3,759,820**	**0**	

* Based on the City of Upland insured replacement values

Note that this count includes only fixed-site CFs and FOCs. Hazmat releases are a constant threat along major transportation routes such as I-10, I-210, and the railroad right-of-way. Also, upsets at businesses using or storing hazardous materials may not affect CFs or FOCs but may have a significant impact on neighboring businesses or homes.

Landfill Subsidence

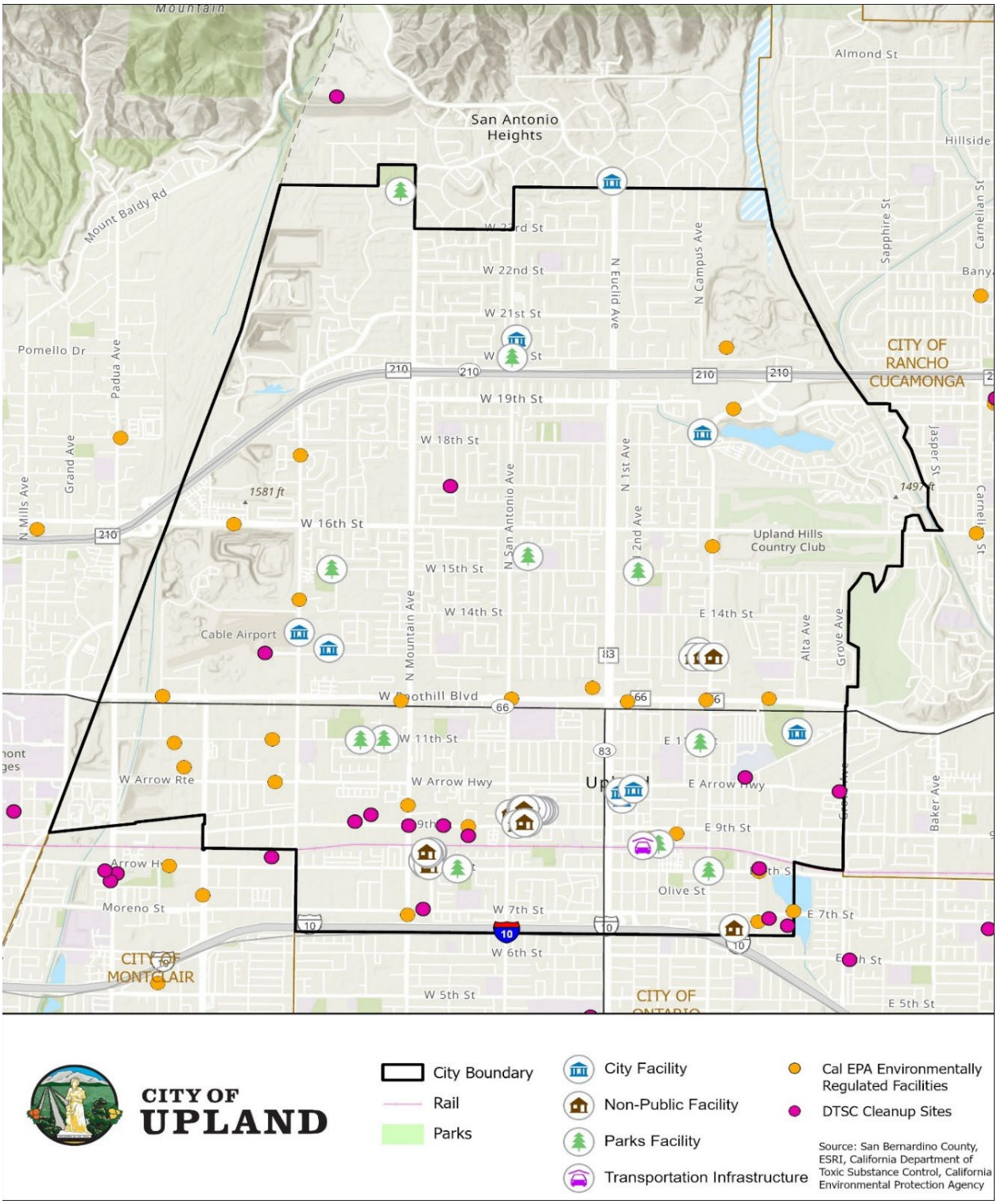
Subsidence events can result in the damage of buildings and structures causing monetary damages. The loss to owners can range depending on the actual amount of damage caused. As subsidence is not typically considered to be a sudden event, damages could be mitigated if discovered early, however there are instances of rapid sinking causing damage to building foundations, resulting in sudden collapse. Damages could also affect infrastructure such as natural gas distribution pipelines, sewer and water pipelines, or electric power conveyance lines. The damages experienced from landfill subsidence have primarily involved asphalt cracking and settlement requiring patching and site grading.

Transportation Incidents

Transportation incidents include aircraft and train crashes, high-capacity road transport (read: tour or school bus) crashes, and bulk pipeline ruptures.

- Aircraft crashes can happen anywhere, depending on the local flight paths and nearby airports. Cable Airport, located near Upland's southwest industrial area, oversees mainly general aviation traffic and small turboprop commuter charters. General aviation-related accidents typically happen on approach or departure and usually have the same impact as a bad car crash. However, the San Berardino and San Gabriel valleys are busy approach and departure routes for Ontario, Orange County, and Los Angeles International Airports, as well as business and military traffic. Wide-bodied passenger and cargo airliners regularly fly over and near Upland. Any accident involving these aircraft could end up on Upland's doorstep.
- The former ATSF rail right-of-way runs across southern Upland. Metrolink operates regular commuter rail service along this right-of-way. BNSF freight operations use the same trackway. As happened in Placentia, Upland, and elsewhere, a Metrolink/freight crash could create both a mass-casualty incident and a hazmat release in downtown Upland.
- A Southern California Gas transmission pipeline cuts across the southern edge of Upland just north of I-10.
- Heavy road traffic uses I-10 and I-210 every day. Also, semis and large-capacity buses travel on Euclid Avenue, Foothill Boulevard, and Arrow Highway. Traffic accidents involving truck-borne hazardous materials or 50-passenger buses could create a mass-casualty incident, a hazmat release, or both in crowded parts of the City.

Figure 4-5. CFs and FOCs Located Near Hazardous Materials Sites (500ft Buffer)



Cybercrime Incidents

As mentioned in **Chapter 3**, cybercrime can affect anyone, even if a particular person doesn't have a computer. Cybercriminals and cyberterrorists have attacked mobile phone networks, water purification plants, traffic control networks, public safety dispatch centers, government offices, hospitals, banks, and schools. The hazard area is the entire populated landscape in every sufficiently advanced economy on Earth.

While cybercrime and cyberterrorism typically don't cause physical damage, they often render digital systems unusable or untrustworthy. Some hacks can cause certain industrial processes to physically damage their host machinery (such as robots, valves, or equipment such as autoclaves and centrifuges). Attacks on ground, rail, or air traffic control systems can cause transportation accidents.

Mass Casualty / Fatality Incidents

There's no way to predict which of Upland's facilities or assets may be impacted by a mass casualty/fatality incident since there are so many common causes for these incidents. As mentioned earlier, MCIs/MFIs can be the result of natural or human-caused disasters, traffic accidents, hazmat releases, mass-shooting incidents, or terrorism.

While mass shooters and terrorists generally have different motives, they tend to be similarly opportunistic: any sufficiently accessible and busy soft target can be their arena. Mass shootings have occurred in any public venue one can think of. While many national security agencies persist in thinking terrorists pick their targets the way western air forces do, history has shown that the vast majority of terrorist targets are more diffuse and prosaic: cafes, theaters, shopping malls, banks, playgrounds, schools, places of worship, nightclubs, and symbols of whatever government or ideology they oppose (McDonalds and Citibank overseas; IRS offices and family-planning clinics in the U.S.).

Whatever the cause of the MCI/MFI, the cost to the City will depend on the nature and destructiveness of the incident, the level of response required, and whether Upland itself is the target or a victim of chance.

- A major airliner crash in the City may cause a large number of fatalities and substantial destruction on the ground. However, much of the response and recovery cost would be borne by the airline and federal agencies, and Upland would be in no way to blame for it.
- A mass shooting at the Colonies Crossroads shopping center, on the other hand, may cause several casualties and fatalities and little physical damage. But public fears of poor security, mistakes in incident response and control, and that in some way Upland should have "done better," could lead to a catastrophic loss of business at the center and reputational loss for the City that may take months or years to repair.

SOCIAL THREAT

Hazardous Materials Release

The threat of a hazardous materials release event affects those closest to a source of hazardous materials, including industrial sites, gas stations, gas transmission lines, or sewer mains. **Table**

4-14 shows the City's vulnerable populations living within 500 feet of hazardous materials storage/waste sites. The median household income for these site types is nearly $20,000 lower than the City as a whole. This suggests that more impoverished populations may live near hazardous materials locations, indicating potential environmental justice concerns should be considered. This data also suggests higher percentages of households with at least one person living with a disability, higher percentages living under the poverty limit, and slightly fewer percentages of households compared to the rest of the City living with at least one-member aged 65+.

Groups such as older people, low-income persons, or renters face a greater risk of exposure since they may not have the financial resources necessary to retrofit their homes against infiltration by hazardous materials or move away to a home that is further from the potential sources of hazardous materials release events. Additionally, public, and private schools, preschools, residential care, and skilled nursing facilities in this area are at risk of being impacted.

As discussed previously, Upland residents and businesses situated next to major transportation infrastructures, such as highways or major arterial streets, also face a greater threat of being affected by the release of hazardous materials, since vehicles transporting hazardous materials may release their contents into the environment if involved in a collision.

TABLE 4-14: HAZARDOUS MATERIALS THREATENED POPULATIONS (500FT BUFFER)

Threatened Population Metric	Hazardous Materials	City of Upland
Population	2,006	80,710
Households	688	28,775
Median household income	$88,844	$108,029
Renter-occupied households	56.3%	43.1%
Percentage of households with at least one person living with a disability	30.4%	24.7%
Percentage of households living under the poverty limit	9.8%	11.2%
Percentage of households with one-member aged 65+	28.0%	31.0%
Area affected by hazard	0.87 sq. miles	15.67 sq. miles

Sources: 2018–2022 U.S. Census Bureau's American Community Survey; 2024 U.S. Census Bureau's Estimates

Figure 4-6 depicts the overall community health score for the City as derived from the California Office of Environmental Health Hazard Assessment (OEHHA) tool CalEnviroScreen. This mapping tool helps identify California communities that are most affected by many sources of pollution and where people are often especially vulnerable to pollution's effects. This tool uses environmental, health, and socioeconomic information to produce scores for every census tract in the state. The scores are mapped so that different communities can be compared. An area with a high score experiences a much higher pollution burden than areas with low scores.

Figure 4-7 depicts the FEMA National Risk Index score for Upland. The National Risk Index is a data set and an online tool to help illustrate the United States communities most at risk for 18 natural hazards (including coastal flooding, cold wave, drought, earthquake, hail, heat wave, hurricane, ice storm, landslide, lightning, riverine flooding, strong wind, tornado, tsunami,

volcanic activity, wildfire, and winter weather). The italicized hazards are those that can affect Upland.

Landfill Subsidence

Subsidence can and does threaten human life, both through direct structural failures and by exacerbating other environmental hazards. Sinking ground can rupture gas lines, causing explosions, and break sewage or water pipes, leading to contamination and the sudden formation of sinkholes. Increased flooding in subsiding urban areas often leads to standing water and the potential spread of waterborne diseases and pests. While the location of the former landfill is used as a storage facility for recreational vehicles, it is surrounded by residential uses, which could be affected if exposure to landfill materials occurs or leakage of effluent or gases occurs.

Figure 4-6. OEHHA CalEnviroScreen Rating for Upland

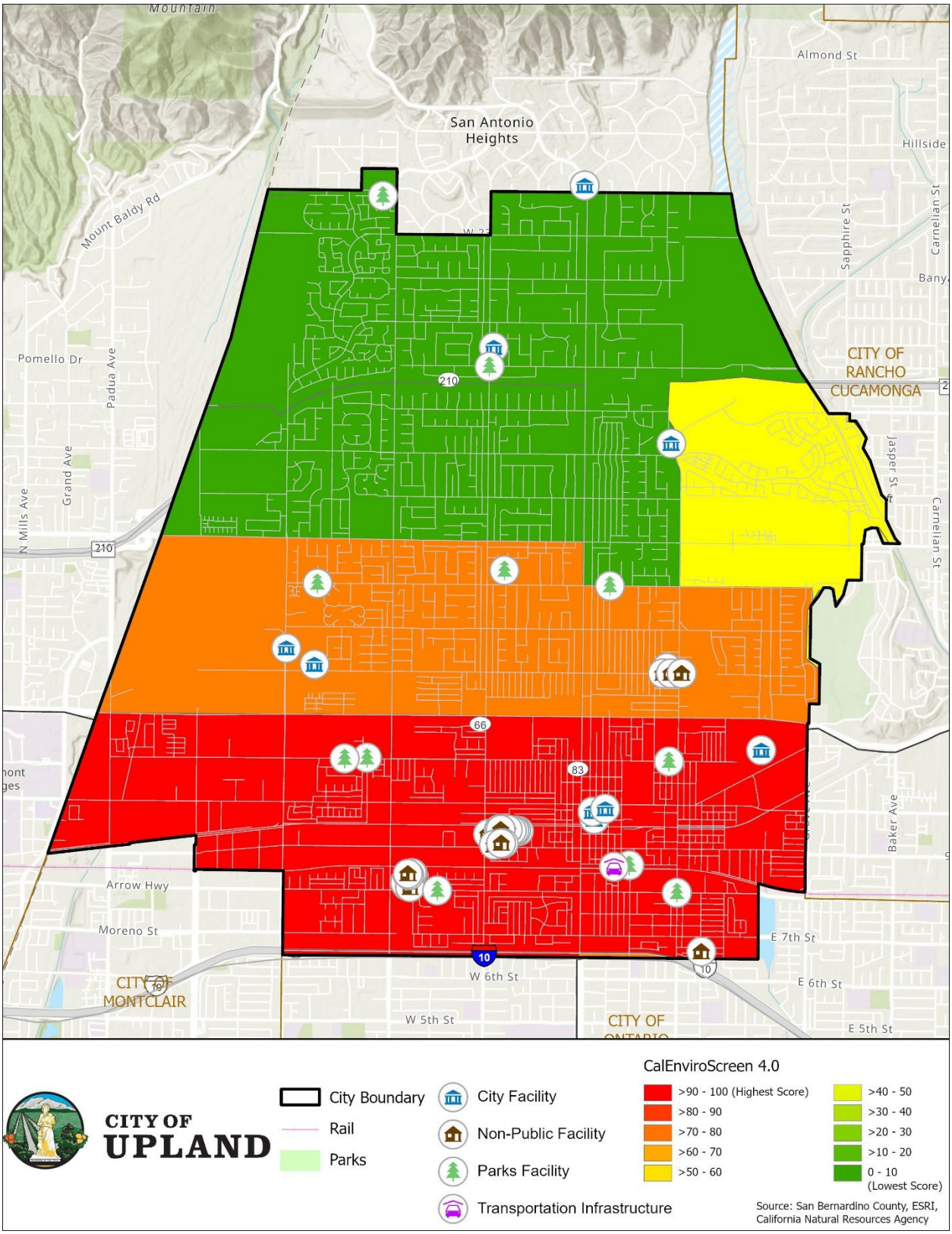
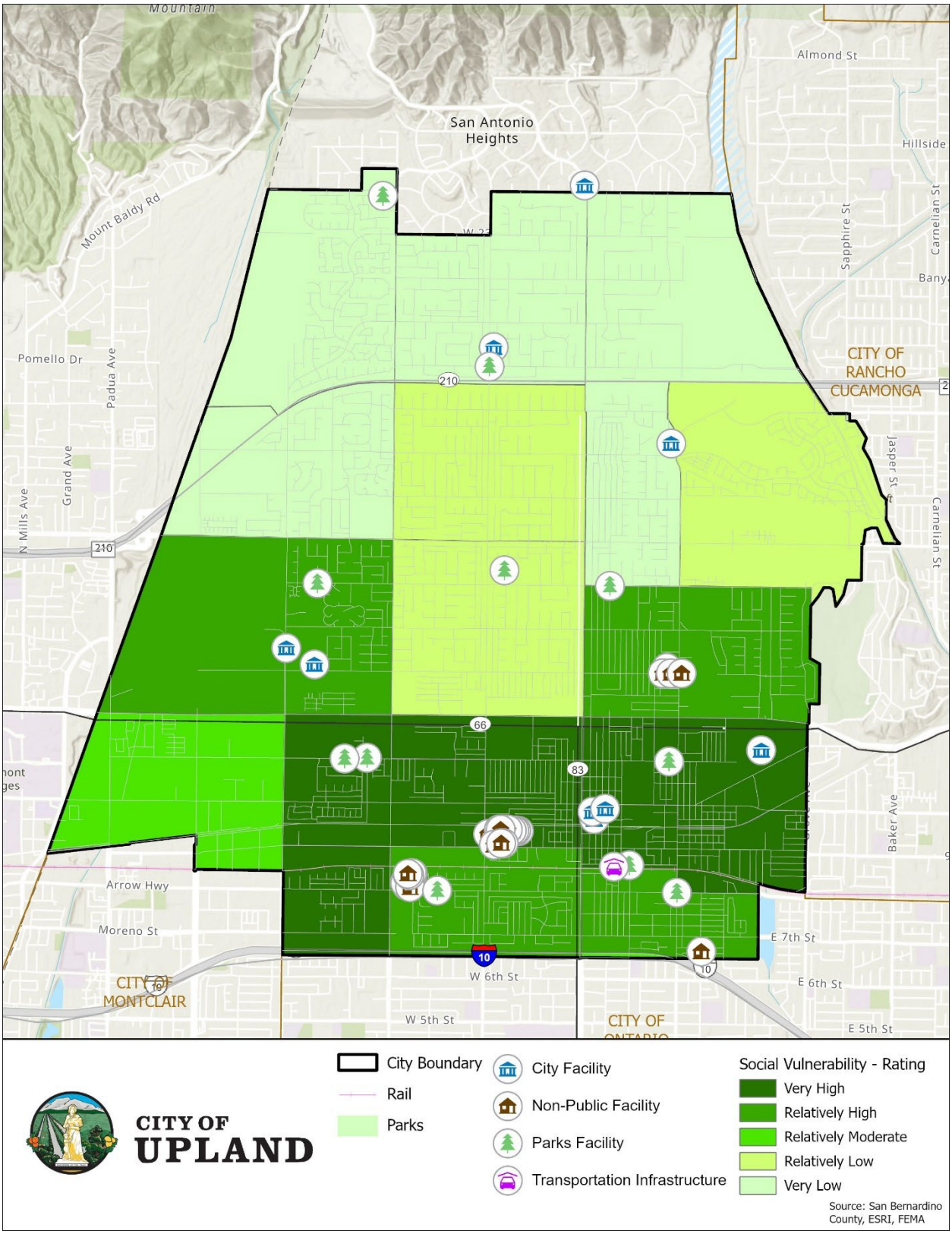


Figure 4-7. FEMA National Risk Index Scoring for Upland



Transportation Incidents

As previously mentioned, transportation incidents happen on an almost daily basis and generally don't affect large numbers of people. This complicates the process of determining which populations may be more vulnerable to being affected by transportation incidents, either as participants or bystanders.

Some situations make intuitive sense. People who live near a railroad right-of-way are more likely to be affected by a rail accident; people living or working next to major thoroughfares are more likely to feel the effects of a significant truck or bus accident. Beyond that, though, the sureties become fewer. For instance, does proximity to Cable Airport increase the possibility that a Beechcraft might land on one's roof? Only in an extremely limited sense. Buildings that happen to be directly under the final approach or initial departure paths might have a slightly elevated risk, but the overall amount of exposure is low, as aircraft move quickly and spend only a few seconds in proximity to any given place.

One exception is proximity to a major pipeline, especially one carrying a highly reactive or flammable substance. **Figure 4-8** shows the approximate path of the SoCalGas transmission pipeline under downtown Upland. Gas pipeline ruptures and explosions aren't unknown in the U.S. and can be caused by any number of conditions. **Table 4-15** details the City's vulnerable populations living within 500 feet of that pipeline. As with hazmat exposure in general, these residents have a median income of only four-fifths of the citywide figure and are over half again more likely to be renters.

TABLE 4-15: GAS PIPELINE THREATENED POPULATIONS (500FT BUFFER)

Threatened Population Metric	Hazardous Materials	City of Upland
Population	4,954	80,710
Households	1,715	28,775
Median household income	$80,193	$108,029
Renter-occupied households	62.7%	43.1%
Percentage of households with at least one person living with a disability	22.7%	24.7%
Percentage of households living under the poverty limit	12.0%	11.2%
Percentage of households with one-member aged 65+	24.0%	31.0%
Area affected by hazard	0.52 sq. miles	15.67 sq. miles

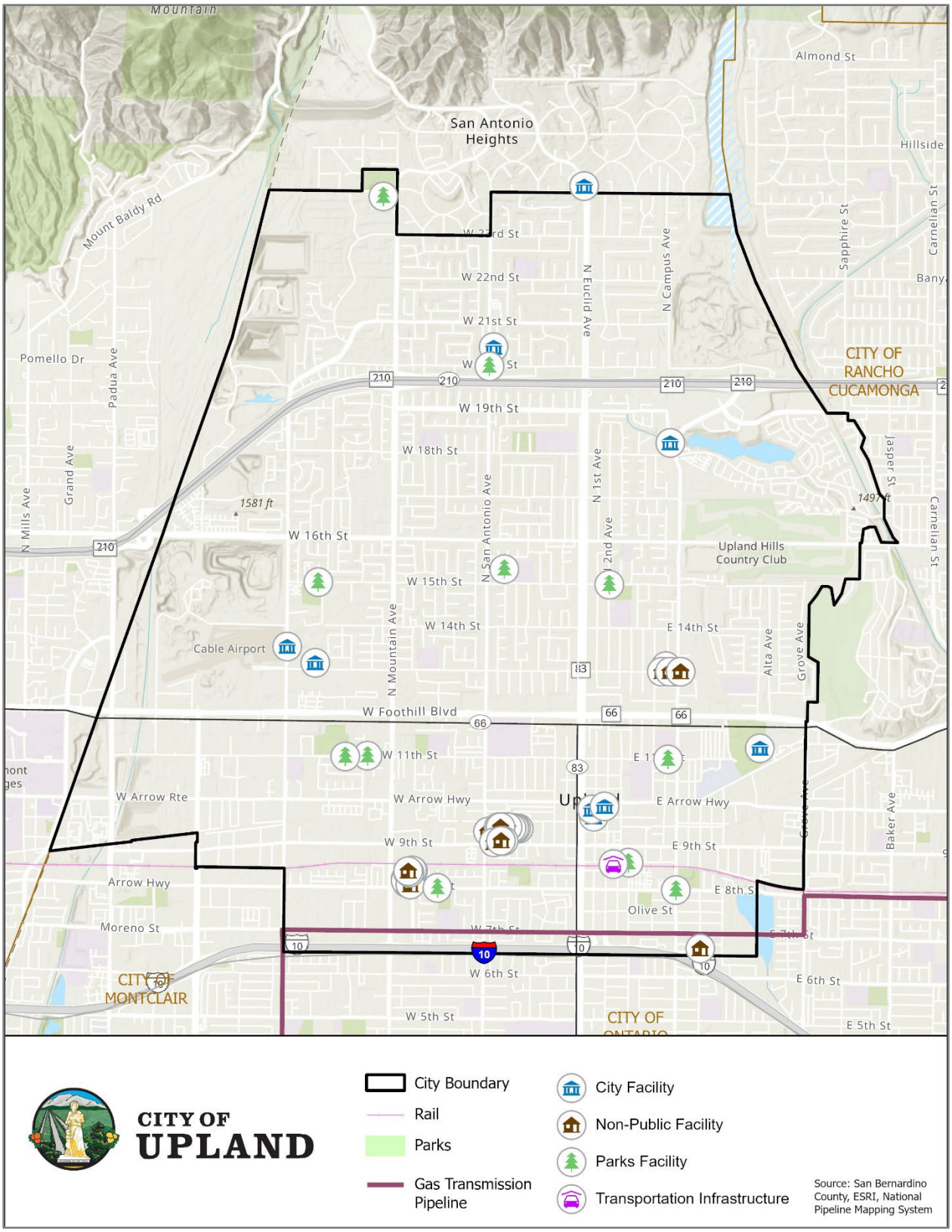
Sources: 2018–2022 U.S. Census Bureau's American Community Survey; 2024 U.S. Census Bureau's Estimates

Cybercrime Incidents

Cybercrime is location-independent; it targets functions, not buildings. Neighbors can be affected very differently depending on their choices of bank, phone provider, government service, doctor, or shopping preference.

In general, the most affected populations are those that have fewer choices for services or less ability to flex quickly in the face of sudden changes in service availability. These populations may include people with lower incomes, older people, people with disabilities, and the transit dependent.

Figure 4-8. Approximate Route of a Southern Gas Transmission Pipeline in Upland



Mass Casualty / Fatality Incidents

Since mass casualty incidents/acts of terrorism could occur anywhere in Upland, all groups are potentially threatened by the impacts of these incidents; however, the extent of the threat would depend upon the type and magnitude of the event. For example, an active shooter situation may be isolated to a single location, whereas a larger-scale incident may affect multiple locations. Some locations are more likely to be targeted than others, including but not limited to medical facilities, government buildings, financial institutions, or businesses that cater to particular ethnic groups. Populations frequently visiting these areas may face a greater threat than the average person. Seniors, pregnant women, and people with disabilities, for instance, are more likely to frequently visit the local medical facilities than other subpopulations in the City. If an incident occurs at a medical facility or within the community (overwhelming medical resources), these groups may face an increased impact from the incident.

An incident at a government building or financial institution may be more likely to threaten seniors or lower-income individuals relying on in-person transactions instead of online options. As such, their use of these in-person services may place them in harm's way. Seniors and persons with limited income may be challenged if there is a need to shelter in place or evacuate during an incident requiring additional services, assistance, and/or medical treatment.

Other Threats

Hazardous Materials Release

A hazardous materials release could threaten the City's, and potentially the region's, transportation networks. Large parts of the local road network may be closed to keep people away from areas contaminated with hazardous materials as remediation and cleanup activities progress. If a highly corrosive hazardous material is released, it could potentially cause significant damage to the exteriors of any homes or businesses in the area surrounding the release. Hazardous materials could also harm the City's urban forest, resulting in the premature death of vegetation in the affected areas.

Transportation Incidents

A major transportation incident—such as a serious aircraft crash or pipeline explosion—may cause severe damage to a business district or neighborhood. This may cause significant disruption as people struggle to find alternative shelter or temporary business premises. City and county agencies may need to cooperate to provide recovery services even if there's no likelihood of getting reimbursement from the carrier or the state. Also, other infrastructure (roads, water, electricity, communications) may need to be restored quickly to facilitate recovery.

Cybercrime Incidents

A cyberattack on one service or infrastructure sector may create cascading effects for others. For instance, a successful hack against a telecommunications provider may deprive government, private industry, and the population of internet access, leading to degraded services and organizational shutdowns.

Recovery from a cyberattack may take weeks and may involve losses of data or network functionality. Inconveniences inflicted on customers and system users may decrease foot traffic and revenue. The victim organization may face increased expenses in hiring temporary

employees or consultants, buying additional security hardware or software, and paying skyrocketing legal fees and settlements as penalties and lawsuits proliferate.

Mass Casualty / Fatality Incidents

A mass casualty or fatality incident can cause widespread psychological impacts among upland residents, including acute stress, anxiety, grief, and a persistent sense of fear or loss of safety that extends well beyond those directly affected. Over time, these effects may manifest as community-wide trauma—such as post-traumatic stress symptoms, depression, and social withdrawal—particularly if recovery and mental health support are delayed or insufficient.

CHANGES IN POPULATION AND LAND USE DEVELOPMENT

Hazardous Materials Release

A change in population pattern would occur only if a hazardous materials release were severe enough to require people to move. It's unlikely that hazardous materials releases will affect land use and development because the development review process should take steps to mitigate or minimize impacts from hazardous materials release.

Locations that store, produce, and dispose of hazardous materials are highly regulated within the City and monitored regularly. Land use and development patterns may change through this process and the development review process. Based on the current General Plan data, the City's anticipated residential/population growth over the next five years will likely increase Upland's vulnerability to hazardous materials releases.

Landfill Subsidence

In areas of potential susceptibility to subsidence, policies and mitigation actions could be enacted to reduce land use conflicts and ensure development of the closed facility and surrounding properties is safe and secure. Site monitoring after closure also increases safety of surrounding properties and reduces the potential exposure of landfill gases/materials to the populations inhabiting neighboring properties.

Transportation Incidents

Transportation incidents are too transitory and unpredictable to cause any lasting changes in population or land use. The infrastructure that begets these incidents is too permanent to move or eliminate.

Cybercrime Incidents

Cybercrime is unlikely to change development patterns or the size of the City's population. Its effects are short-lived by design; cyber criminals want to make a quick buck, then move on. Also, because cybercrime is geography-independent, moving people or facilities to avoid it would be pointless exercise.

Cyberterrorism could potentially affect population through repeated, unmitigated attacks against critical infrastructure. Residents and businesses will tolerate having their water, phone, or electrical service interrupted only so many times before they lose confidence in their service providers and move elsewhere. This is a highly unlikely scenario and would require service providers to display extraordinary levels of incompetence or inattention to bring it about.

Mass Casualty / Fatality Incidents

The frequency and severity of MCIs/MFIs could respond to economic upsets, political upheaval, crumbling infrastructure, changes in traffic patterns, and rising temperatures (researchers have found a correlation between high temperatures and violent crime rates[66,67]). These same conditions can themselves cause populations to shift and land uses to change and can be causal factors in accidental (train crashes, pipeline explosions) and deliberate (mass shootings, terrorism) MCIs/MFIs.

Climate Change Vulnerability

Hazardous Materials Release

Climate change could indirectly increase the City's vulnerability to the impacts of a hazardous materials release as climate-related hazard events occur. Increased precipitation intensity may overwhelm containment infrastructure or could cause an increase in hazardous materials releases. Climate-related hazards could also exacerbate the effects and impacts of such events. For example, heavier rains could lead to more runoff from a contaminated site with hazardous materials.

Landfill Subsidence

Increased temperatures and more intense precipitation from climate change could worsen the effects of landfill subsidence. As temperatures increase and more extreme events occur, the materials used to cap the landfill could degrade quicker or require repairs more frequently. In addition, as more intense rain events are projected, these events could introduce water into the capped landfill (if exposed) or created exposures due to erosion.

Transportation Incidents

As noted in **Chapter 3**, increased rain, flooding, high winds, and ground subsidence may undermine transport infrastructure (roads, bridges, railroad rights-of-way), creating hazards that contribute to more road accidents involving high-profile and high-weight vehicles.

Cybercrime Incidents

It's possible but as yet unproven that the ill effects of climate change may aggravate existing societal tensions and inspire more people to digitally attack organizations, they consider complicit in the slow degradation of living standards.

[66] H. Choi, S. Heo, D. Foo, Y. Song, R. Stewart, J. Son, M. Bell. "Temperature, Crime, and Violence: A Systematic Review and Meta-Analysis." 2024; Environmental Health Perspectives, Vol. 132, Issue 0, CID: 106001. https://ehp.niehs.nih.gov/doi/abs/10.1289/EHP14300

[67] City University of New York Graduate Center. "How Volatile Temperatures Shape Violent Crime." Sep. 21, 2023. https://www.gc.cuny.edu/news/how-volatile-temperatures-shape-violent-crime

Mass Casualty / Fatality Incidents

The impacts of a changing climate may exacerbate existing social, political, religious, and ethnic tensions, leading to more mass violence. The same impacts may degrade roads, bridges, railroad trackways, and other infrastructure, causing more serious accidents with higher casualties and fatalities.

Threat Profile: Severe Weather

Physical Threat

Extreme Heat

Extremely high temperatures can cause roads to deform and buckle as the pavement expands in the heat, especially in poorly maintained areas. Power lines and other electrical grid components are less effective in higher temperatures and may be damaged by extreme heat events. Buildings with dark roofs or pavement will absorb more heat than surfaces with vegetation or lighter materials that are better at reflecting the sun's energy. This urban heat island effect is strongest during hot periods when the sun is strongest.

Drought

There is no indication that drought will abate either in Upland or greater Southern California in the future. All expectations are that droughts will continue and increase in severity, ending in periods of intense rainfall followed by renewed drought. Prolonged dry periods harm the physical environment by killing vegetation, weakening trees that then become hosts for invasive pests, and inspiring outsized aquifer drawdowns that may cause land subsidence. Parks and open areas become deserts. Ornamental uses of water, such as fountains and pools, disappear along with their cooling effects.

Severe Wind

Intense winds likely present the greatest threat to physical structures, particularly from trees or branches that fall on buildings and cause substantial damage. Older structures that have deferred maintenance or haven't been retrofitted for high wind conditions may suffer greater damage than newer/updated structures. Utility lines and wooden utility poles face an elevated threat from wind, as do buildings without reinforced roofs.

The most dangerous effect of severe windstorms lies in their ability to turn small wildfires into firestorms. Neither the Palisades nor the Eaton fires would've spread as quickly and significantly increased in size without the hurricane-force winds behind them, casting embers miles downwind and pushing the flames into built-up areas. Repeatedly, high winds in California and elsewhere have expanded small wildfires into large incidents in a short period of time, often short-circuiting evacuation and rescue operations and leading to human tragedies.

SOCIAL THREAT

Extreme Heat

While a heat event can be relatively harmless for those with a reliable means of staying hydrated and cool, it can be deadly for others. Young children, the elderly, or people suffering from serious medical conditions are physiologically more vulnerable to heatstroke. Some senior citizens take medicines that interfere with their bodies' internal heat regulation, creating an additional threat from extreme heat events. Young children may not be aware of the signs of dehydration or ways of protecting themselves from heatstroke.

People living in homelessness are at a high risk of health complications during heat waves, especially if they are unsheltered. According to 2024 point-in-time Count performed by the San Bernardino County Homeless Partnership, approximately 4,255 adults and children experienced homelessness in the county, 71.8% of them unsheltered. Approximately 96 of these individuals live in Upland.[68] During a heatwave, these people are very vulnerable to heatstroke, especially if they can't reach a cooling center.

Sudden spikes in heat can catch people by surprise. Stores can rapidly sell out of fans, air-conditioning units, or drinking water during a heatwave. Many lower-income households live in older, poorly insulated, energy-inefficient housing and can't afford to run their air conditioning if they have any. Landlords may not allow tenants to install window-mount air conditioners in buildings that have no central air conditioning. During these events, extreme heat may affect larger portions of the City's population that ordinarily wouldn't be considered "vulnerable" under normal circumstances.

Drought

Drought harms people indirectly in many ways. It promotes dust, and thus respiratory diseases. Dust infiltration makes homes and businesses harder to keep clean. Water restrictions, higher water fees, and, potentially, increased food costs place additional stress on residents and businesses. Social tensions may rise as people who follow water restrictions come into conflict with those who cheat.

Drought can also shrink open bodies of water (such as lakes and ponds) and, by limiting replenishment and circulation, cause them to become stagnant, creating breeding areas for mosquitoes.[69] The California Department of Public Health documented a rise in West Nile Virus cases during the 2013–16 drought; decreased availability of open water forced birds and mosquitos into closer contact, promoting spread of the disease to humans.[70]

As usual, the people most hurt by these collateral drought effects are children, senior citizens, those with existing health conditions, and people with lower incomes.

[68] San Bernardino County Homeless Partnership. "2024 Continuum of Care Homeless Count and Survey Report." https://www.sbcounty.gov/uploads/sbchp/SBC-2024-Homeless-Count-Report.pdf

[69] https://www.cdc.gov/nceh/drought/animals.htm

[70] http://www.latimes.com/local/lanow/la-me-ln-california-drought-mosquito-activity-20150408-story.html

Severe Wind

Windstorm events can harm people throughout Upland. They have the most effect on the safety of people experiencing homelessness and people who work outdoors. Dust, pollen, smoke, debris, and so on whipped up by the wind can cause or worsen respiratory ailments and increase visits to urgent care clinics, doctors' offices, and emergency rooms.

Lower-income residents, who may not have the financial resources to purchase homes built or retrofitted to withstand powerful winds, may also have difficulty recovering from wind events.

OTHER THREATS

Extreme Heat

Extreme heat for any length of time can exacerbate other hazards and risks the City faces. For example:

- Heatwaves nearly always cause spikes in electricity demand, which can cause brownouts or blackouts.
- Heat spoilage because of power outages or lack of cooled storage can cause food insecurity, especially among people with lower incomes.
- Violent crime and domestic abuse rates rise during significant heatwaves.
- Both domestic and wild animals may be unable to cool themselves through normal behaviors, leading to injury or death.
- Especially during dry conditions and high winds, extreme heat may encourage the ignition and spread of wildfires.

Drought

In modern society, drought is primarily an economic hazard. Farmers may be forced to fallow land they can't irrigate, potentially raising food costs. Businesses that rely on a steady, affordable water supply—hotels, restaurants, nurseries, pool supply shops, car washes—may lay off employees or close, reducing available services and increasing unemployment. City-run recreational facilities, such as swimming pools and water parks, may also close or raise fees.

Counterintuitively, soil baked hard by prolonged drought may also increase flooding hazards when the rain finally returns. The ground loses its ability to absorb water naturally, forcing higher-than-normal runoff that can overwhelm the City's storm drains and storm channels.

Severe Wind

Severe windstorms create financial and operational strain on both the public and the City in various ways.

- Wind damage to electrical infrastructure may cause blackouts or brownouts.
- Windstorms can uproot trees and landscaping, further burdening the owners to replace or repair the losses. Trees located in City parks may also be damaged or destroyed.

- Field workers may have to stop working if winds are sufficiently strong. Job sites that stay open despite the wind may experience more on-the-job injuries.
- Strong winds can capsize high-profile vehicles (such as semi-trucks) on the road, endangering the vehicle operators and other drivers and snarling traffic.
- Various types of aircraft may not be able to take off or land if crosswind components become too high on runways.

Changes in Population and Land Use Development

Extreme Heat

While extreme heat may not change land use development over the short term, continually rising temperatures may drive away residents who cannot live in warmer conditions. Builders may incorporate more green practices and systems into their new structures to provide more thermal protection, but that won't help the City's large installed base of homes and businesses that pre-date these advances and haven't been retrofitted.

Drought

Continuing water shortages have forced population migrations in the past, including the great 1930s Dust Bowl drought that brought hundreds of thousands of people into California. There's no reason they can't happen again. Faced with increased illness, expensive water, and invasive water-use restrictions, Upland residents and businesses may simply move to someplace that has challenges they find less daunting.

Confronted with a chronic water shortage, the City may have to enact a moratorium on new water hookups or on new development in general. This may kill housing or commercial projects that were years in the making, subject the City to legal action, and deprive the City of future economic benefits from the foregone development.

None of these drought effects—human, property, or financial—are catastrophic by themselves. Upland won't fail as an enterprise or entity because of any foreseeable drought. However, the cumulative effect over time may create a smaller, poorer, less dynamic Upland that offers fewer economic and personal opportunities to its residents, visitors, and businesses.

Severe Wind

Severe windstorms occur periodically (primarily during the fall months) and generally don't affect Upland residents or businesses enough to force them to migrate out of the City. It's unlikely that severe wind alone will affect land use and development.

As discussed in the *Hazard Profile: Fire* section of this document, a major wind-driven fire can change everything. An Eaton Fire-type catastrophe will have critical effects on both Upland's population and its land-use policies. The City's leaders should pay close attention to the ongoing process of rebuilding Altadena for a foretaste of what might happen in Upland.

Climate Change Vulnerability

Extreme Heat

Climate change will likely increase the City's vulnerability to extreme heat impacts because of the anticipated temperature increase in intensity, duration, and frequency.

Drought

As mentioned before, climate change is likely to make all existing climate hazards more extreme, including drought. Longer and more severe droughts will cause more physical and economic damage, while the brief bursts of torrential rain separating dry periods will bring floods and erosion.

Severe Wind

Climate change will likely increase the City's vulnerability to severe weather impacts because of the increase in anticipated storm intensity and frequency along with anticipated temperature increases.

Threat Profile: Infrastructure Failure

Physical Threat

Power failure can result from scheduled maintenance, powerplant upsets, faults in the transmission infrastructure (power lines, transformers, sub-stations), other disasters (such as earthquakes, wildfires, or floods), PSPS actions, accidents, sabotage, or excess demand. They may be limited in reach or widespread.

Power failure may directly or indirectly cause failures in other types of infrastructure. This is especially difficult to predict within the City, as it can affect any City CF or FOC anywhere at any time. Traffic control systems, communications networks, water distribution, and emergency services are just some critical services or infrastructure that a power failure can disrupt. Intermittent or unexpected power loss can cause physical damage to computer equipment and other electronics associated with all types of key infrastructure.

Public safety facilities are usually equipped with backup generators to ensure continuity of operations in the event of power failures; however, generators can sometimes fail and always need to be refueled. If fuel providers are unable to pump diesel from their depots because of the outage, the City's generators may have to shut down 24–48 hours for lack of fuel.

Social Threat

As with most hazards, children, seniors, low-income communities, and people with disabilities or other access and functional needs are most vulnerable to power failures.

- People with health issues who rely on electrical medical equipment may be at risk of serious injury or death if they can't operate or recharge their supportive equipment during a power failure.

- Providers of vital medical services for chronic conditions (such as kidney dialysis centers) may have to cancel or postpone appointments if their facilities don't have reliable power to operate.
- A power failure occurring during hot weather threatens all the vulnerable groups mentioned above if they can't move to a cooler location.
- Low-income residents may not be able to afford to replace food spoiled from the loss of refrigeration if a power failure lasts for more than a few hours.
- The people served by schools, preschools, residential care, or skilled nursing facilities located in the impact area may be at risk for cold- or heat-related conditions.

Other Threat

A frequent factor in sudden power failures—line surges—can cause severe downstream consequences.

- The wiring and outlets in older structures may not meet current building code requirements. This not only may pass line surges directly to vulnerable electronics inside the building and has also been known to start fires inside wall cavities and wall or ceiling boxes.
- Many businesses and residents may not use proper equipment to help prevent line surges from damaging computers or other consumer electronics. Businesses and City government may also suffer damage in HVAC, industrial control, and communications systems if the surge burns out critical components or power supplies.
- Surge suppressors or ground fault circuit interceptors (GFCIs), once tripped, may require skilled technicians to reset or replace them, especially if they're embedded in industrial equipment. This could cause failures in other key infrastructures that are otherwise undamaged.

Changes in Population and Land Use Development

According to the current General Plan projections, the City's anticipated population growth over the next several years may increase Upland's vulnerability to infrastructure failure. Increasing demand for electricity in general, adding to the strain placed on existing infrastructure to accommodate population growth could lead to more frequent load shedding and brownouts if utilities don't manage capacity growth well.

Ever-higher electricity rates may drive some Upland residents and businesses to decamp for more benign climates in the near future.

Climate Change Vulnerability

If, as anticipated, climate change brings hotter days, higher winds, and heavier rains to Upland, power failures may become more common.

- Extreme heat is a primary environmental contributor to power failures. Electrical demand skyrockets while the generation and transmission infrastructure is heat-stressed and usually at or above capacity.

- High winds may damage the grid directly by knocking down power lines and poles. If the winds are driving wildfire, the affected utility may activate its PSPS plan and bring down distribution circuits preventatively.

Threat Profile: Flood

Physical Threat

Surface Flooding

FEMA classes nearly all of Upland as an area of minimal flood hazard. No City CFs or FOCs exist in any of the FEMA 100-Year and 500-Year Flood Zones. **Figure 4-9** displays these FEMA flood zones in relation to the City's CFs and FOCs.

Table 4-16 depicts these statistics for the 100-Year and 500-Year FEMA Flood zones.

Table 4-16: Critical Facilities and Facilities of Concern Located in the San Antonio Dam Inundation Zone

Category	Critical Facilities	Facilities of Concern	Potential Loss*
City facility	23	1	$33,997,380
Community Center/Facility	0	6	$11,450,650
Infrastructure	62	0	$75,815,970
Medical Facility	0	5	**
Parks Facility	0	23	$5,811,980
Schools	0	16	**
Transportation Infrastructure	0	4	$1,340,900
Other	0	50	$42,794,320
Total	85	105	$171,211,200

* Based on the City of Upland insured replacement values
**Replacement values are unavailable as they are not City-owned.

Dam and Levee Failure

Three dam or levee areas—San Antonio Dam, Cucamonga Creek Debris Basin, and Upland Basin—pose a threat to downstream areas if their containment structures fail or excessive rain overwhelms their capacity.

Various factors, such as the amount of water released, the distance between the failure site, and the topography of the surrounding land, will influence the extent to which physical assets in Upland are threatened. **Figure 4-10** depicts the various dam/reservoir inundation zones in and around the City. San Antonio Dam has a large storage capacity that could cause widespread inundation in Upland and Ontario if the reservoir waters are released due to a dam breach; it's the only one of the three that poses a threat to the City's CFs and FOCs (**Table 4-16)**.

Figure 4-9. FEMA-Designated 100- and 500- Year Flood Zones in Upland

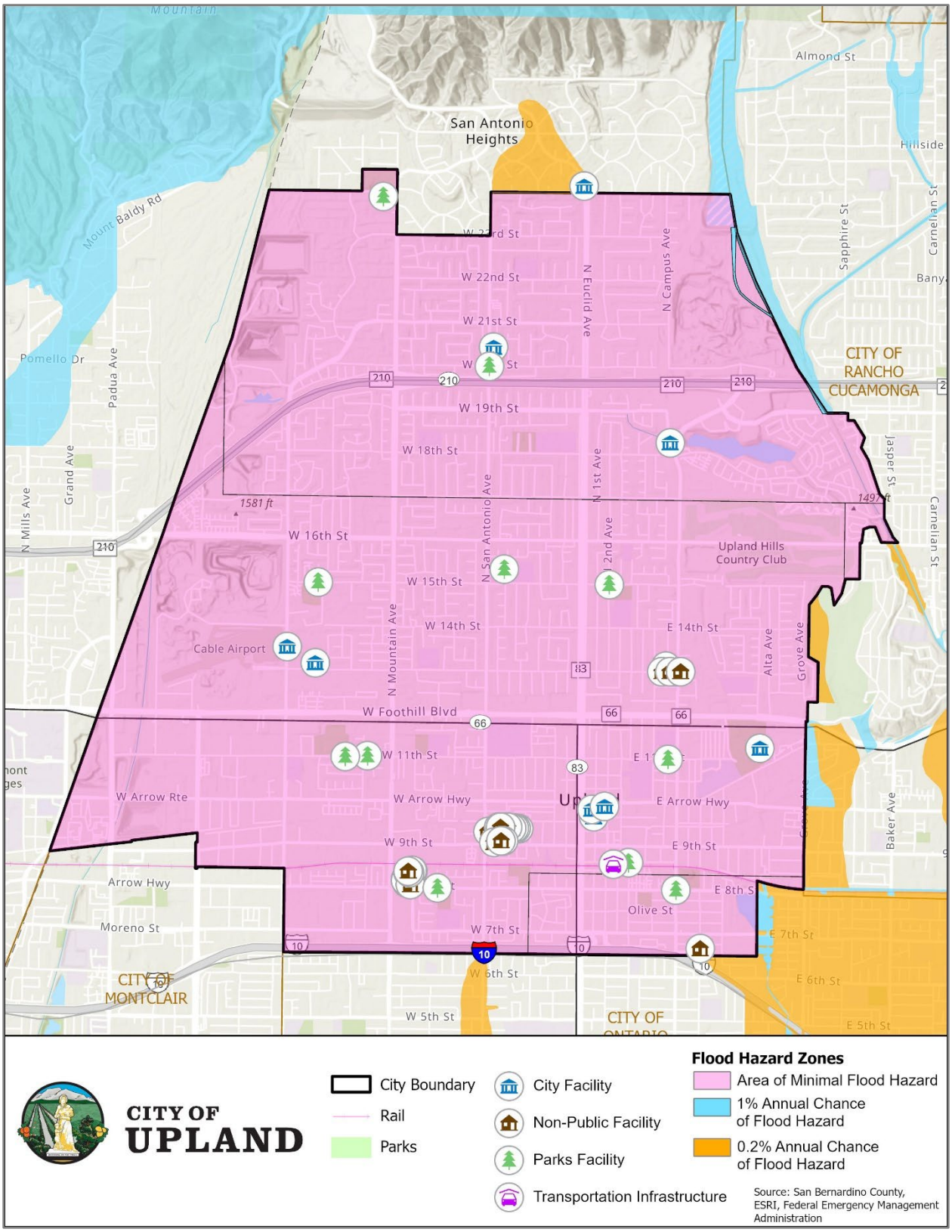
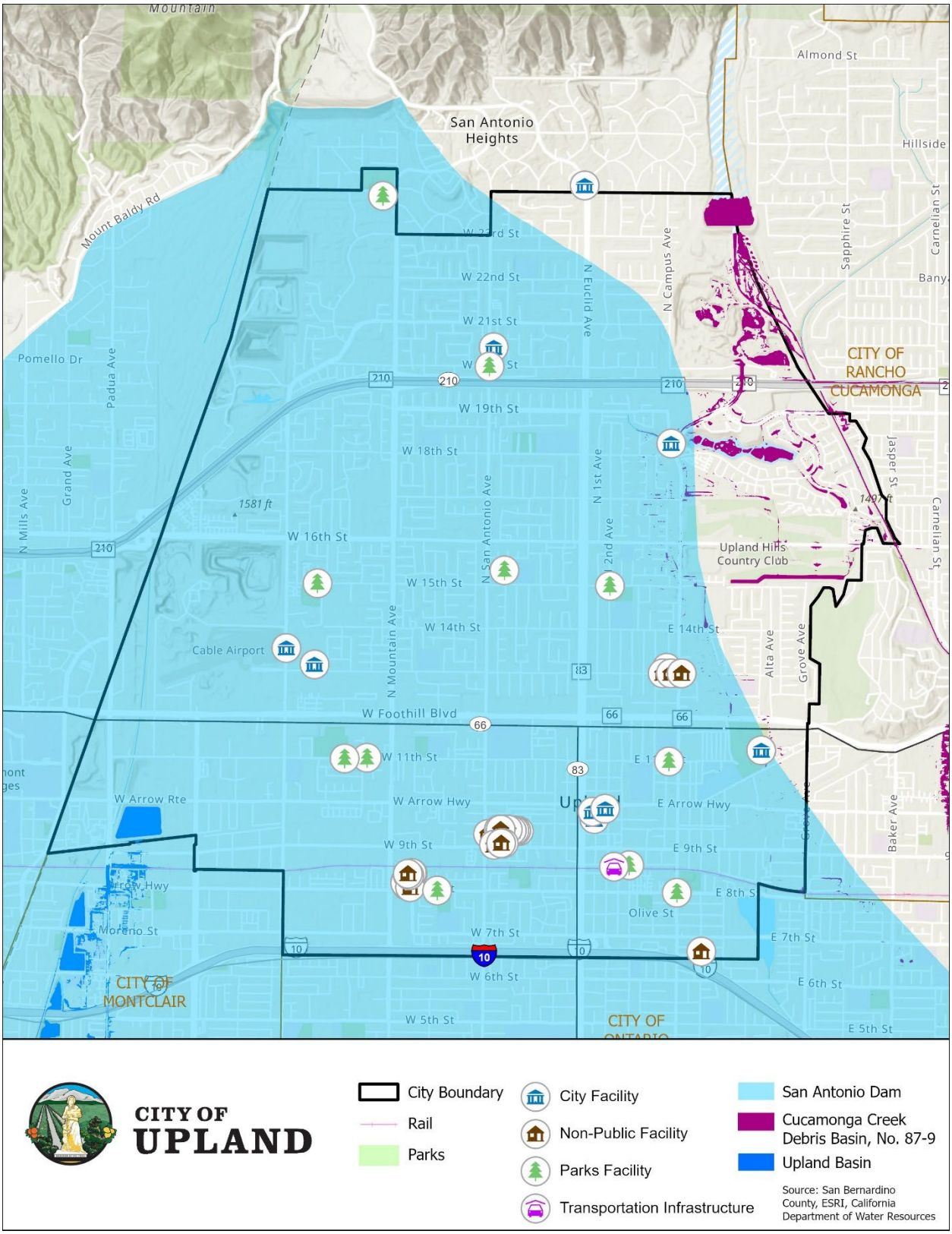


Figure 4-10. Dam and Levee Inundation Zones In and Around Upland



Social Threat

Surface Flooding

Because nearly all of Upland is outside the FEMA 100- and 500-year flood zones, City residents are vulnerable to floods only in minor ways, such as navigating standing water at backed-up street storm drains.

Dam and Levee Failure

Unfortunately, the San Antonio Dam inundation zone covers almost 84% of the City's area and nearly 88% of its population. **Table 4-17** shows the details of the three impoundment inundation zones. The demographics of the San Antonio Dam inundation zone closely match those of the entire City because the zone is nearly the entire city. The demographics for the Cucamonga Creek Debris Basin are significantly older and more upmarket: the median income is 54% higher than that of the City as a whole, only 3.6% of the 28 households live under the poverty limit, but 50% of those households include at least one member aged 65 years or over (versus 31% for the City as a whole.) As a counterpoint, the population of the Upland Basin inundation zone is notably younger, poorer, and more likely to rent than the City's population at large.

Table 4-17: Impoundment Failure Hazard-Threatened Populations in Upland

Threatened Population Metric	Cucamonga Creek Debris Basin	Upland Basin	San Antonio Dam	Upland
Population	79	306	70,974	80,710
Households	28	171	25,349	28,775
Median household income	$162,231	$105,274	$102,085	$108,029
Renter occupied households	35.7%	66.1%	45.4%	43.1%
Percentage of households with at least one person living with a disability	10.7%	18.1%	25.6%	24.7%
Percentage of households living under poverty limit	3.6%	23.5%	12.1%	11.2%
Percentage of households with one-member aged 65+	50.0%	10.0%	30.4%	31.0%
Area affected by hazard	0.21 sq. mi.	0.04 sq. mi.	13.13 sq. mi.	15.67 sq. mi.

Sources: 2018-2022 U.S. Census Bureau's American Community Survey; 2024 U.S. Census Bureau's Estimates

Other Threats

Surface Flooding

Flooding may temporarily stop any type of transportation in the City. Debris from floodwaters can block roadways, hinder vehicle access, and potentially affect emergency response services. One foot of rushing water is enough to carry small vehicles. A severe flood may prevent people who own smaller vehicles from driving to work, reducing economic activity. Severe flooding that causes serious damage to homes and businesses may also reduce economic activity until repair work is completed.

Dam and Levee Failure

Dam failures are often triggered by other events (e.g., seismic shaking, intense rainstorms, etc.). There would most likely be widespread service disruptions in Upland if this type of event occurred. Floodwaters would quickly inundate the City, disrupting utilities like water, power, heating, and other services such as communications or transportation infrastructure. Residents may find street lighting and traffic signals are temporarily disabled. Debris may be carried in the rapid inundation of water, blocking roads and impeding traffic flow. Water would likely inundate roadways and other low-lying, flat areas, such as parking lots, open spaces, and schoolyards. In severe scenarios, mobility in these areas would likely be restricted or impossible. Any unprotected or unhoused mechanical or electronic equipment not properly elevated would become waterlogged and inoperable until technicians can conduct repairs or replacements.

Changes in Population and Land Use Development

Based on the current General Plan projections, the City's anticipated population growth over the next several years is also anticipated to increase Upland's potential vulnerability to flood and dam-failure hazards.

If the FEMA 100-year flood zone grows in the years ahead, homeowners and businesses presented with the costs of flood insurance—if it's still available—and code compliance may decide to move to less-threatened areas in Upland or neighboring cities.

San Antonio Dam is a vital part of San Bernardino County's flood-control system and isn't going anywhere. As more people move into Upland, they'll necessarily move into the dam's inundation zone.

Climate Change Vulnerability

Surface Flooding

Climate change will likely increase the City's vulnerability to flooding impacts because of the anticipated increase in the intensity and frequency of atmospheric rivers spawned by changes in local, regional, and global weather patterns. This increases the likelihood of an exceptional rain event in Upland that could overwhelm the capacity of the region's flood control system to contain and drain all the precipitation.

Droughts are also expected to increase in length and frequency. Soil dried by extensive droughts is less able to absorb and drain water, increasing the possibility of urban flooding.

FEMA periodically revamps its flood hazard maps. As conditions change, it's possible that the City's 100- and 500-year flood zones will grow and encompass more people or critical facilities.

Dam and Levee Failure

While the San Antonio Dam impoundment is usually dry, history has shown that extraordinary periods of heavy rain can fill even dry reservoirs very quickly. The proliferation of atmospheric rivers spurred by climate change will create more opportunities to rapidly fill and potentially overtop the dam, with grim consequences. The Cucamonga Creek and Upland basins may also overflow more often.

CHAPTER 5 –

HAZARD MITIGATION STRATEGY

Strategy Development Process

Upland's hazard mitigation strategy is a comprehensive set of actions intended to reduce the impact of hazard events. These hazard mitigation actions will help protect the safety and well-being of residents, visitors, CFs and FOCs, other buildings and structures, key services, the local economy, and other important community assets. Some actions will also help with emergency preparedness, allowing for a more effective community response to hazard events. Preparedness actions are not required for an LHMP, but they support and complement mitigation activities. The HMPC chose to include them as part of the overall hazard mitigation strategy.

Use Of Hazard And Threat Assessment

The HMPC relied partly on the hazard profiles and threat assessments in this Plan to develop the mitigation strategy's actions. A comprehensive set of mitigation actions was prepared to respond to the relevant hazard situations and protect residents, businesses, and community assets in Upland. The HMPC ensured that the mitigation actions would help reduce damage from the most frequent types of hazard events, the most significant that may reasonably occur, and those with the greatest potential to harm the community. The HMPC also drafted mitigation actions to help protect the most vulnerable community members and the most vulnerable local assets.

Capabilities Assessment

As part of the effort to draft mitigation actions, the City completed a capabilities assessment, which included reviewing existing policies, personnel, and technical resources to support hazard mitigation activities in Upland. The hazard mitigation actions build off these resources' existing success and leverage their capabilities to support improved resiliency in the community. The capabilities assessment looked at the following types of resources:

- **Personnel resources:** City employees and volunteers, and employees and volunteers at other agencies
- **Plan resources:** Advisory or enforceable plans adopted by the City or other agencies
- **Policy resources:** Policies adopted and implemented by the City or other agencies
- **Technical resources:** Data and tools available to the City
- **Financial resources:** Funding mechanisms available to the City that support mitigation activities

CAPABILITIES IMPROVEMENT/EXPANSION

The ability to expand current mitigation capabilities will generally be reliant upon the budgeting allocated for each department/program for that fiscal year. The level at which these programs may or may not be expanded upon, will be dependent upon the amount of funding received. FEMA has released a series of guides over the past few years which highlight some of the ways in which jurisdictions can expand mitigation. Some strategies for increasing current mitigation capabilities may include:

- The City should actively identify, adopt, and enforce the most current set of development codes and standards available. Strongly encouraging new development to be constructed to higher standards than currently required, increasing resilience within the community.
- Engaging parts of the community that may not be actively involved in mitigation efforts.
- Expanding the number and types of organizations involved in mitigation planning and implementation, increasing both efficiency and bandwidth.
- Fostering new relationships to bring underrepresented populations and partners to the hazard's mitigation planning process.
- During the annual LHMP review, the committee should look for opportunities to fund and expand/enhance the effectiveness of current mitigation actions.

Table 5-1 shows the capabilities assessment for Upland.

TABLE 5-1: CITY OF UPLAND CAPABILITIES ASSESSMENT

Resource	Resource Description	Connection to Current Mitigation/Future Opportunities for Expansion and Improvement
Legal and Regulatory Capabilities		
Upland City General Plan – Housing Element (2014)	The City is in the midst of updating the Housing Element for the 2021-2029 planning period. The current Housing Element contains the following material: • Discusses demographics, such as age and race. • Includes a description of the household, including size, income, and home ownership. • Discusses new housing growth needs. • Discusses sustainability and energy efficiency. • Addresses building code. The current Housing Element can be found at: https://www.uplandca.gov/general-plan-map The latest draft Housing Element can be found at: https://www.uplandca.gov/2021-2029-housing-element-update	**Expansion and Improvement:** The Housing Element and LHMP will be aligned to describe the City and its population.

TABLE 5-1: CITY OF UPLAND CAPABILITIES ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
Upland City General Plan – Land Use Element (2015)	The Land Use Element serves as a guide to the ultimate development pattern for the City, both within its incorporated boundaries and sphere of influence. The Land Use Element: • Designates the distribution, location, and balance of land uses. • Describes the desired build-out of Upland. • Describes building intensity standards for each land use. • Communicates population density. • Ensures compatibility between land uses. The entire Land Use Element can be found at: https://www.uplandca.gov/general-plan-map	**Expansion and Improvement:** The City will align the Land Use Element and LHMP to describe developmental trends, hazards, and potential development in hazard areas.
Upland City General Plan – Safety Element (2015)	The Safety Element identifies potential hazards: • Noise • Flooding • Hazardous material release • Seismic and other geologic hazards • Wildland and urban fires • Airport-related hazards It discusses design standards for new development as they relate to identified fire, seismic, flooding, and noise hazards. The Safety Element can be found at: https://www.uplandca.gov/general-plan-map	**Expansion and Improvement:** The LHMP will be linked by reference to the General Plan's Safety Element. The City will adopt the approved LHMP as part of the General Plan to meet the requirements of AB 2140. As the City revises the Safety Element, it will include applicable material from the LHMP for hazard analysis and goals.
Area Specific Plans	Upland maintains twelve specific plans for various areas within the City. These plans govern the land use and development within the designated Specific Plan areas, using the overarching precepts of the General Plan as a foundation. The Upland specific plans can be found at: https://www.uplandca.gov/specific-plans	**Expansion and Improvement:** The LHMP will take the specific plans into account when determining development trends, hazards, and mitigation opportunities.

TABLE 5-1: CITY OF UPLAND CAPABILITIES ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
Capital Improvement Program	The CIP outlines the annual appropriations in the City's budget for capital projects involving City infrastructure, such as street and park improvements, building construction, and various kinds of major facility maintenance. Expenditure plans that detail funding sources and expenditure amounts support capital improvement projects. They are often multi-year projects that require funding beyond the one-year period of the annual budget.	**Expansion and Improvement:** Mitigation actions that involve construction or retrofits to City buildings, facilities, and infrastructure may be included in the Capital Improvement Program.
Upland Municipal Code – Chapter 2.20, Emergency Organization and Function	This section of the Municipal Code provides for the preparation and implementation of plans for the protection of people and property within the City during an emergency, the direction of the emergency organization, and the coordination of Upland's emergency functions with all other public agencies, corporations, organizations, and affected private persons. This section of the Municipal Code can be found at: https://ecode360.com/44421866#44421867	**Expansion and Improvement:** The emergency management organization described in the Municipal Code represents a framework for understanding preparedness activities. It can inform the LHMP as to how the City prepares to respond to hazards.
Upland Municipal Code – Title 15, Buildings and Construction (2023)	Upland's Buildings and Construction codes include several individual codes and regulations, including the City's Building Code, Electrical Code, and Fire Code, which govern the construction of new and renovated buildings. The state publishes these standards and local governments adopt them, sometimes with amendments to address local issues. They are typically updated every three years, although more minor updates may occur in the interim. The Buildings and Construction safety codes can be found at: https://ecode360.com/44427157#44427157	**Expansion and Improvement:** The City can update Buildings and Construction codes with local amendments that require new or renovated buildings to better resist damage or harm to occupants during a disaster, and so may support hazard mitigation activities.

TABLE 5-1: CITY OF UPLAND CAPABILITIES ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
Upland Municipal Code – Titles 16-18, Zoning Code	The City's Zoning Code is a set of regulations for different land uses in the community. It establishes standards for where different types of development and land use activity may occur (including defining hazard-prone areas where different development and land use standards may apply), how they look, how they can be operated, and the necessary permitting and approval processes for development. The Zoning Code is an implementation tool of the City's General Plan and plays a significant role in determining Upland's appearance and community characteristics. The zoning code can be found at: https://ecode360.com/44487561#44487561	**Expansion and Improvement:** Understanding land-use policy and regulatory requirements is essential to developing mitigation strategies and activities. Mitigation actions that govern the siting, construction, and operation of new development can be implemented through the Zoning Code.
Floodplain Management Regulations – Municipal Code Chapter 15.56 (2008)	Upland's Floodplain Management Regulations are required for the City's participation in the National Flood Insurance Program. Under the terms of these regulations, construction activities within the 100-year flood plain must feature flood-resilient design features. The regulations also limit the types of land-use activities that can be conducted within the 100-year floodplain. The Floodplain Management Regulations can be found at: https://ecode360.com/44427325#44427325	**Expansion and Improvement:** Amendments to Upland's Floodplain Management Regulations could help implement mitigation actions that address the vulnerability of buildings in the 100-year floodplain.
Seismic Hazard Identification Program – Municipal Code Chapter 15.48	Upland's Seismic Hazard Identification Program aims to identify individual structures within certain building classes that may pose heightened threats to their occupants due to the nature and manner of their construction. The Program will require owners of potentially hazardous buildings to submit engineering studies of those buildings to the City's Building and Safety Department for review. Owners of buildings determined to pose a hazard will have to submit to the City a plan for addressing the hazard. These regulations can be found at: https://ecode360.com/44427245#44427245	**Expansion and Improvement:** Mitigation actions that relate to the seismic resiliency of seismically unsafe buildings in Upland may be implemented through amendments to this set of regulations. Mitigation actions related to the resiliency of other building types (including other hazards) may be implemented through a similar set of standards.

TABLE 5-1: CITY OF UPLAND CAPABILITIES ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
City Emergency Operations Plan (EOP)	Explains how the City will respond to a major emergency or disaster and coordinate between the Emergency Operations Center (EOC) and field-level incident commanders. The EOP includes a description of each hazard; the concept of operations during a major emergency or disaster; the role of the EOC; and the coordination that occurs between the EOC, County departments, and other local, state, and federal governments in times of disaster.	**Expansion and Improvement:** The LHMP informs the hazards section of the EOP, as the two are closely correlated.
San Bernardino County Multi-Jurisdictional Hazard Mitigation Plan (2022)	The San Bernardino County Multi-Jurisdictional Hazard Mitigation Plan (SBCMHMP) identifies hazard events present in the unincorporated areas of San Bernardino County and recommends mitigation actions to reduce the harm from these events. The SBCMHMP can be found at the following link: https://www.sbcounty.gov/uploads/OES/documents/Hazardous-Mitigation-Plan.pdf	**Expansion and Improvement:** The county and Upland can share resources and best practices for hazard mitigation activities. Similar mitigation actions in the counties and Upland's plans can help create more regional consistency. Mitigation actions that require coordination with the San Bernardino County Office of Emergency Services or other county agencies may be integrated into the SBCMHMP.
California Building Standards Code (2022)	The California Building Standards Code is a compilation of three types of building standards from three different origins: • Building standards that state agencies have adopted without change from the International Building Code. • Building standards that have been adopted and adapted from national model codes to address California's ever-changing conditions. • Building standards authorized by the California legislature that constitute amendments not covered by national model codes, which have been created and adopted to address California concerns.	**Expansion and Improvement:** Adherence to building codes, including local codes, regulates growth and controls land use patterns. Addressing known hazards as codes are updated results in lowered risk and potentially fewer losses.

TABLE 5-1: CITY OF UPLAND CAPABILITIES ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
California Emergency Services Act	California Government Code §§8550-8669.7 codifies the California Emergency Services Act. It covers the entire range of disaster and emergency powers and responsibilities of state and local government dealing with any natural or human-caused disasters or a state of war. The California Emergency Services Act can be found at: https://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?lawCode=GOV&division=1.&title=2.&part=&chapter=7.&article=1.&goUp=Y	**Expansion and Improvement:** The City shall maintain a current version of the Emergency Services Act to inform the City Council and staff of changes to disaster mitigation and preparedness activities and processes in the state.
California State Hazard Mitigation Plan (2023)	California's Multi-Hazard Mitigation Plan identifies and analyzes the various natural and human-caused hazards in California. It includes descriptions of these hazards, summaries of past hazard events, assessment of how these hazards may harm people and other assets in California, and projections of future hazard conditions. The California SHMP can be found at: https://www.caloes.ca.gov/office-of-the-director/operations/recovery-directorate/hazard-mitigation/state-mitigation-planning/	**Expansion and Improvement:** The City can use the 2023 SHMP as a source of information to refine the hazard profiles and vulnerability assessments in future LHMPs.
National Flood Insurance Program	The National Flood Insurance Program (NFIP) makes federally backed flood insurance available to homeowners, renters, and business owners in participating communities. The City will continue to participate in the NFIP program and will make changes accordingly.	**Expansion and Improvement:** City websites and social media accounts will include information on the value of NFIP insurance for properties located in flood hazard areas and how to buy the insurance.
Administrative and Technical Capabilities		
Development Services Department	The Development Services Department is responsible for conducting short- and long-term planning activities in Upland, approving building permits and business licenses, and inspecting private properties. Through these activities, the Development Services Department enforces the City's Buildings and Construction codes and related standards, as well as all land-use regulations.	**Expansion and Improvement:** The Development Services Department staff can conduct any mitigation actions related to land use, construction of new structures or retrofits to existing ones, and operating conditions of private property.

TABLE 5-1: CITY OF UPLAND CAPABILITIES ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
Finance Division	Upland's Finance Division—part of the City's Administrative Services Department—is responsible for the City's financial operations. It conducts budgeting activities, manages the City's payroll, provides general accounting services, and prepares financial reports.	**Expansion and Improvement:** Finance Division staff can support efforts to improve local resiliency by integrating mitigation actions into the City budget and administering mitigation-related grants.
Fire Department	Upland contracts with the San Bernardino County Fire District for firefighting, fire protection, and emergency medical response services in the community. This includes mitigation activities that reduce the likelihood of fires or limit the damage from such events. Department activities also include efforts to prepare for local disasters and support a more effective response. The Fire Department is responsible for mitigation actions that involve resiliency to wildfire.	**Expansion and Improvement:** Provide training for staff to enable them to see potential hazards better and take action to report them. Use the Fire Marshall to provide input into the LHMP mitigation action plan.
Police Department	The Upland Police Department is responsible for law enforcement, criminal investigation, traffic control, and emergency response. Mitigation actions that fall within the Police Department's purview include those related to the safe movement of traffic and the security of community members during emergencies.	**Expansion and Improvement:** Provide training to officers to enable them to see potential hazards better and take action to report them.
Public Works Department	The Upland Public Works Department is responsible for engineering, permitting, maintenance, and operation of the City's infrastructure, including public buildings, streets, sidewalks, roadway medians, alleys, public parking lots, traffic signals, streetlights, and so on. The Department also manages the solid waste and recycling programs as well as the City's storm water program and sewer collection main lines.	**Expansion and Improvement:** Public Works engineers and technicians manage the city's infrastructure. They possess a critical understanding of the risks posed by hazards and potential mitigation activities to address the risks to lifeline infrastructure. Their input into developing infrastructure mitigation strategies and actions is critical.

TABLE 5-1: CITY OF UPLAND CAPABILITIES ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
Water Division	Upland's Water Division, part of the City's Public Works Department, provides its residents with a safe and reliable supply of high-quality drinking water. The water delivered meets all state and federal drinking water standards for quality and safety. To ensure the best quality water possible is produced, the City continually evaluates Upland's water supply using sophisticated equipment and advanced procedures. Upland has access to local and imported water supply resources through its own direct water rights and through ownership arrangements with a number of private water districts.	**Expansion and Improvement:** The Water and Wastewater Department staff may implement any mitigation actions that involve Upland's water sources, how much water the community uses, the City's water or wastewater-related infrastructure, or other issues related to water and wastewater services.
Floodplain Manager	The duties and responsibilities of the Floodplain Administrator include: • Permit review • Flood hazard reduction • NFIP program administration • Construction inspections	**Expansion and Improvement:** The Floodplain Administrator supports compliance with NFIP requirements, advocates for appropriate development in flood hazard areas, and provides technical expertise on effective flood mitigation activities. These actions can support mitigation activities.
Planning Commission	This seven-member Commission, established by state law—studies, proposed developments that may affect the community's growth and environment. This Commission determines whether proposed developments will meet the City's technical, environmental, and aesthetic standards. The Commission holds public hearings to review development plan compliance with the City's zoning regulations and General Plan.	**Expansion and Improvement:** Provide continued education opportunities for Planning Commission members to maintain state-of-the-art knowledge of new code and regulatory requirements.
Upland Emergency Management Program	The San Bernardino County Fire District Office of Emergency Services provides emergency management services to Upland by providing the City with an Emergency Services Officer (ESO). This ESO is responsible for the development of the City's disaster plans, disaster training and exercise program, and oversight of the City's EOC.	**Expansion and Improvement:** The ESO works closely with the City and whole community to ensure all emergency management functions are effectively implemented. The ESO can enforce consistency between the LHMP and other emergency plans.

TABLE 5-1: CITY OF UPLAND CAPABILITIES ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
City Attorney	The City Attorney provides legal advice to the City Council and City Manager and reviews and approves resolutions and ordinances.	**Expansion and Improvement:** Provide opportunities for the City Attorney to review updates to regulatory information to provide expert review of county and state resolutions and ordinances that address hazard mitigation
City Clerk	The City Clerk administers local elections, all legislative actions, and public transparency functions. The City Clerk is also a compliance officer for federal, state, and local statutes, including the Political Reform Act and the Brown Act.	**Expansion and Improvement:** The City Clerk is integral to the LHMP adoption process. She/he makes sure the adoption resolution meets all administrative requirements.
Community GIS	Provides complex mapping and data management of City facilities, land use, and potential hazards. It supports the visualization of complex data sets using geolocation and data correlation.	**Expansion and Improvement:** Acquire and conduct training for GIS technicians on the latest versions of ArcGIS. Integrate GIS into the City EOC.
San Bernardino County Office of Emergency Services	The San Bernardino County Office of Emergency Services (SBC OES) is responsible for emergency planning, hazard mitigation, and emergency response and recovery activities throughout the county, in collaboration with local communities. SBC OES helps coordinate activities between the county and cities, conducts emergency training and exercises, and manages emergency grants, among other activities.	**Expansion and Improvement:** Mitigation actions involving coordination with county agencies or other cities may be facilitated through work with SBC OES. SBC OES can also support Upland's own hazard mitigation activities by providing funding or other resources.
San Bernardino County Operational Area Coordinating Council	Upland is a participant on the San Bernardino County Operational Area Coordinating Council (OACC). The OACC consists of one primary representative from each jurisdiction within the Operational Area. It works along with local governments, SBC OES, the California Office of Emergency Services, and the Federal Emergency Management Agency to better prepare and plan for potential disasters within California.	**Expansion and Improvement:** OACC's functions of enabling the exchange of critical preparedness information and discussion of resource management better prepare Upland, the county, and the state to respond to human-caused and natural disasters.

TABLE 5-1: CITY OF UPLAND CAPABILITIES ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
San Bernardino County Flood Control District	The San Bernardino County Flood Control District—part of the county's Department of Public Works—is responsible for constructing and maintaining flood control infrastructure in San Bernardino County, such as drainage basins and channels. The District also is a partial operator of the Seven Oaks Dam on the headwaters of the Santa Ana River. The courses of the Santa Ana River and Warm Creek, as well as various drainage channels throughout Upland, fall under the District's purview.	**Expansion and Improvement:** Mitigation actions that involve changes to flood control infrastructure in Upland will likely require support and coordination with the County Flood Control District.
San Bernardino Valley Municipal Water District	The San Bernardino Valley Municipal Water District (SBVMWD) is responsible for long-term water supply in the San Bernardino Valley. The District acts as a water wholesaler, obtaining water from various sources and distributing it to local water suppliers. The SBVMWD imports water from the State Water Project and manages most of the valley's groundwater basins.	**Expansion and Improvement:** The City can work with SBVMWD on mitigation actions that relate to local water supply and water use.
Inland Empire Utilities Agency	Inland Empire Utilities Agency (IEUA) receives State Water Project-imported water from the Metropolitan Water District of Southern California. This water passes through the Water Facilities Authority's Agua de Lejos treatment plant in Upland, of which Upland owns a 22% interest. IEUA completed regional pipeline facilities and began delivering recycled water in 2013, which serves large landscape irrigation customers in the City.	**Expansion and Improvement:** The City can work with IEUA on mitigation actions that relate to local water supply and water use.
San Antonio Water Company	The San Antonio Water Company (SAWCo) is a private mutual water utility that is 68% owned by the City of Upland. SAWCo provides approximately 50% of the City's water through local groundwater and surface water from San Antonio Canyon. The surface water is treated at the City's San Antonio Water Treatment Plant. SAWCo is responsible for sourcing water, maintaining water delivery infrastructure, and administering water conservation and related programs for its service territory.	**Expansion and Improvement:** Mitigation actions involving water supply and use can be implemented in collaboration with the SAWCo.

TABLE 5-1: CITY OF UPLAND CAPABILITIES ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
West End Consolidated Water Company	The West End Consolidated Water Company (WECW Co) is a private mutual water utility that is 93% owned by the City of Upland. WECWCo provides about 15% of the City's water through its ownership of six groundwater wells. It is responsible for sourcing water, maintaining water delivery infrastructure, and administering water conservation and related programs for its service territory.	**Expansion and Improvement:** Mitigation actions involving water supply and use can be implemented in collaboration with the WECWCo.
Riverside Urban Area Security Initiative (UASI)	The UASI program enhances the preparedness level of high-threat communities. With support from the UASI and related Homeland Security grant programs, stakeholders in the Riverside/San Bernardino urban areas are engaged in a multi-disciplinary and multi-jurisdictional partnership to improve local capacity to prepare for, protect against, respond to, and recover from catastrophic incidents.	**Expansion and Improvement:** Continue participation through San Bernardino County's representation in the UASI leadership.
Southern California Association of Governments (SCAG)	Functions as the Metropolitan Planning Organization for Los Angeles, Orange, San Bernardino, Riverside, Ventura, and Imperial Counties. The federal government mandates SCAG to research and draw up plans for transportation, growth management, hazardous waste management, and air quality.	**Expansion and Improvement:** Attend SCAG meetings. Continue to participate in SCAG-sponsored programs. Routinely coordinate with SCAG staff to stay informed of current planning initiatives.
California Governor's Office of Emergency Services	The California Governor's Office of Emergency Services (Cal OES) is responsible for reducing hazards through mitigation activities, conducting emergency planning, supporting emergency response and recovery activities, and mediating between local and federal agencies on emergency-related issues. Cal OES guides hazard mitigation planning activities, shares best practices, and distributes funding opportunities.	**Expansion and Improvement:** The City can work with Cal OES to obtain funding to implement LHMP mitigation strategies and receive future updates.
Cal-Adapt	Cal-Adapt is an online tool that provides detailed projections for future climate-related conditions in California, including factors such as temperature, precipitation, and sea-level rise. These projections can help inform future hazard planning and explain how hazard conditions are expected to change. Cal-Adapt can be found at: https://cal-adapt.org/	**Expansion and Improvement:** The City can use Cal-Adapt to monitor anticipated changes in future climate conditions and adjust mitigation actions accordingly.

TABLE 5-1: CITY OF UPLAND CAPABILITIES ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
California Department of Transportation	The California Department of Transportation (Caltrans) has design, construction, operation, and maintenance jurisdiction over designated state and federal highways, including CA-66, CA-83, CA-210, and Interstate I-10.	**Expansion and Improvement:** The City will coordinate with Caltrans to implement mitigation measures related to ensuring the resilience of state-designated routes.
South Coast Air Quality Management District	The South Coast Air Quality Management District (South Coast AQMD) develops plans and regulations designed to achieve public health standards by reducing emissions from business and industry. South Coast AQMD's Governing Board adopts plans and regulations for the region, then submits them to the California Air Resources Board and the federal EPA.	**Expansion and Improvement:** Some of the City's mitigation actions involve installing diesel generators for power backup. The City will have to coordinate with South Coast AQMD to obtain permits to operate these generators and to remain within clear air goals while operating them.
Federal Emergency Management Agency	The Federal Emergency Management Agency (FEMA) is responsible for hazard mitigation, emergency preparedness, and emergency response and recovery at the national level. FEMA provides hazard mitigation guidance to state and local governments, including information on best practices and compliance with federal requirements for hazard mitigation plans. It also provides a number of grants for hazard mitigation activities.	**Expansion and Improvement:** FEMA can assist Upland with developing mitigation actions and support their implementation through grants. The agency also provides guidance that Upland will use in future updates to its LHMP.
American Red Cross	The American Red Cross is a humanitarian assistance organization that provides disaster relief services in the aftermath of emergency events. This includes operating emergency disaster shelters, distributing meals and relief supplies, and providing basic health services.	**Expansion and Improvement:** There may be opportunities for the Red Cross to support mitigation activities related to community engagement and education.
BNSF Railway	The BNSF Railway is one of the country's major freight railroad companies. It owns the main north-south railway line in Upland, along with various spur lines, and operates a rail yard immediately north of the City.	**Expansion and Improvement:** Mitigation actions that relate to the resilience of Upland's railway and related issues will need to be implemented in coordination with BNSF.

TABLE 5-1: CITY OF UPLAND CAPABILITIES ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
Southern California Edison	Southern California Edison (SCE) provides electricity to most of Southern California. It also owns and operates the high-voltage electrical transmission lines and most of the electrical substations in the community. SCE's Public Safety Power Shutoff program may shut off electrical service to parts of Upland when high-fire-risk weather conditions arise.	**Expansion and Improvement:** The City will need to coordinate with SCE regarding mitigation actions that involve the resilience of Upland's neighborhood and high-voltage transmission lines and other electrical infrastructure. SCE can also support other mitigation actions that involve electricity.
Southern California Gas Company	The Southern California Gas Company (SoCalGas) is the natural gas service provider for most of Southern California, including Upland. In addition to providing natural gas services, it owns and operates the natural gas infrastructure in and around the community.	**Expansion and Improvement:** The City will need to coordinate with SoCal Gas on implementation of mitigation actions that involve natural gas use or relate to the resilience of natural gas infrastructure.
Financial Resources		
General Fund	Upland's General Fund is revenue that the City collects from sales tax, property tax, other taxes, license and permit fees, fines, and various other sources. Unlike other sources of revenue that are often restricted to specific types of projects or programs, General Fund revenue may be used for any City expenses. Currently, most General Fund revenue is spent on City staff salary and benefits.	**Expansion and Improvement:** The General Fund can provide the financial resources to implement mitigation actions that cannot be feasibly funded through other mechanisms, including paying for additional staff as needed.
Water Utility Fund	The Water Utility Fund is a separate fund amassed from the fees charged to City water customers. Salaries for water employees are paid from these funds, along with maintenance and operations of water systems, capital improvements to water infrastructure, and other charges related to these services.	**Expansion and Improvement:** The Water Utility Fund may support mitigation actions that involve water service or infrastructure in Upland.
Community Development Block Grants (CDBG)	The federal CDBG program provides funding for eligible senior activities such as in-home care, art classes, counseling, and home-delivered meals. HUD also provides disaster recovery assistance in the form of flexible grants to help cities, counties, and states recover from Presidentially declared disasters, especially in low-income areas, subject to the availability of supplemental appropriations.	**Expansion and Improvement:** Where applicable, CDBG grants should be used to fund mitigation projects that enhance the resiliency of low-income and underserved communities.

TABLE 5-1: CITY OF UPLAND CAPABILITIES ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
Hazard Mitigation Grant Program (HMGP)	Provides support for pre- and post-disaster mitigation plans and projects.	**Expansion and Improvement:** Train staff on notice of intent (NOI) procedures and track opportunities on the Cal OES mitigation website to initiate applications for grant funding.
State Homeland Security Grant Program (SHSGP)	SHSGP is a FEMA grant passed through the State of California and the San Bernardino Operational Area, to public safety agencies within the county. The grant's purpose is to build capabilities to protect against, prevent, respond to, and recover from terrorist acts and other types of emergencies or disasters. Project funds are available under the following four categories: Equipment, Planning, Training, or Exercise.	**Expansion and Improvement:** Familiarize staff with the proposal and review process at the OA and state level. Work with the Approval Authority to include Investment Justifications for Upland-related projects.
California Proposition One Bond Programs	Authorizes $7.545 billion in general obligation bonds to fund ecosystems and watershed protection and restoration, water supply infrastructure projects, including surface and groundwater storage, and drinking water protection.	**Expansion and Improvement:** Provides monetary opportunities for projects that are outside traditional mitigation projects.
Building Resilient Infrastructure and Communities (BRIC)	Provides support for pre-disaster mitigation plans and projects. *The BRIC program still exists; however, it is not currently being funded.	**Expansion and Improvement:** Train staff on NOI procedures and track opportunities on the Cal OES mitigation website to initiate applications for grant funding.
Flood Mitigation Assistance Grant Program (FMA)	Mitigates structures and infrastructure that have been repetitively flooded.	**Expansion and Improvement:** Train staff on NOI procedures and track opportunities on the Cal OES mitigation website to initiate applications for grant funding.

TABLE 5-1: CITY OF UPLAND CAPABILITIES ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
Education and Outreach Capabilities		
Ready Upland–Disaster Preparedness Web content	The Ready Upland content on the City website offers residents and businesses a guide to disaster preparedness. It discusses evacuation, making an emergency plan, stocking supplies, staying informed, and getting involved. Ready Upland can be found at: https://www.uplandca.gov/readyupland	**Expansion and Improvement:** Provide links to county, state, and federal preparedness information.
City Social Media Accounts:	In addition to normal City business and events, Upland's social media accounts provide alert and warning information, safety and evacuation procedures, and information on home and individual preparedness. The City's social media accounts include: • Facebook • Instagram • X	**Expansion and Improvement:** Repost emergency-related news and directions from neighboring cities, county, state, and federal social media during disasters. Post preparedness-related material that links to the appropriate sources.
Community Emergency Response Team (CERT)	Upland's CERT program educates residents about disaster preparedness for hazards that may impact their area and trains them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. Using the training learned in the classroom and during practical exercises, CERT members can assist others in their neighborhood or workplace immediately following an event when professional emergency responders are not immediately available to help.	**Expansion and Improvement:** Include material in CERT curriculum that provides updates to progress in the mitigation action plan, including links to the appropriate website page. CERT volunteers can also assist with mitigation-related outreach activities.
San Bernardino County Smart 911 Emergency Alerts	The county's Emergency Alerts program can send high-speed mass notifications via telephone, email, and text messages during emergencies and disasters. This system can be targeted to specific geographic areas.	**Expansion and Improvement:** The City will continue to conduct community outreach to increase the number of residents who are subscribers.

TABLE 5-1: CITY OF UPLAND CAPABILITIES ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
Cal OES Family Readiness Guide	The Guide provides a comprehensive toolkit for making a family emergency plan. The Cal OES Family Readiness Guide can be found at: https://www.caloes.ca.gov/wp-content/uploads/Preparedness/Documents/Cal_OES_Family_Readiness_GuideENG.pdf	**Expansion and Improvement:** Provide a link to the Readiness Guide on the City website and Facebook account.
Ready.gov	FEMA's comprehensive disaster preparedness and response website for businesses and residents. It includes information about drafting family and business emergency plans, building go kits, acquiring emergency supplies, and how to react to various types of disasters. https://www.ready.gov/	**Expansion and Improvement:** Provide a link to Ready.gov on the City web page and Facebook account.

Hazard Mitigation Strategies

HAZARD MITIGATION GOALS

The goals identified in **Chapter 1** help develop policies to protect community members, ecosystems, and other important assets from hazard events. These goals informed the development of mitigation actions and functioned as checkpoints to help City staff determine implementation progress.

EVALUATION OF POTENTIAL HAZARD MITIGATION ACTIONS

The HMPC prepared a set of potential mitigation actions based on hazard profiles, threat and capability assessments, community survey results, discussions among HMPC members, and existing best practices. Next, the HMPC evaluated these potential actions using the following criteria:

- FEMA requires local governments to evaluate potential mitigation actions' monetary and non-monetary costs and benefits. While local governments are not required to assign specific dollar values to each action, they should identify the general size of costs and benefits. The HMPC may elect to include measures with high costs or low benefits, but such measures should benefit the community and make appropriate use of local resources.
- FEMA also directs local governments to consider the following questions as part of the financial analysis:

- What is the frequency and severity of the hazard type to be addressed by the action, and how vulnerable is the community to this hazard?
- What impacts of the hazard will the action reduce or avoid?
- What benefits will the action provide to the community?

The HMPC also reviewed and revised the potential hazard mitigation actions using the STAPLE/E (Social, Technical, Administrative, Political, Legal, Economic, and Environmental) criteria (**Table 5-2**). The HMPC did not formally assess every potential mitigation action under all STAPLE/E criteria but used the criteria to guide and inform the discussion. The HMPC also discussed how the criteria might evaluate grant applications the City may submit to receive funding for LHMP implementation.

Changes to Previous Mitigation Actions

A review of the mitigation actions from the 2016 Upland LHMP has identified that these existing actions are still relevant and have been incorporated into this Plan update. None of the previous actions were removed from this plan and have been shaded in blue in **Table 5-3**. All actions from the 2016 LHMP were carried over to this plan, and none were removed.

TABLE 5-2: STAPLE/E CRITERIA	
Issues	**Criteria**
Social	• Is the action socially acceptable to Upland community members? • Would the action mistreat some individuals? • Is there a reasonable chance of the action causing a social disruption?
Technical	• Is the action likely to reduce the risk of the hazard occurring, or will it reduce the hazard's effects? • Will the action create new hazards or make existing hazards worse? • Is the action the most useful approach for Upland to take, given the City and community members' goals?
Administrative	• Does the City have the administrative capabilities to implement the action? • Are there existing City staff who can lead and coordinate the implementation of the measure, or can the City reasonably hire new staff for this role? • Does the City have enough staff, funding, technical support, and other resources to implement the action? • Are there administrative barriers to implementing the action?
Political	• Is the action politically acceptable to City officials and other relevant jurisdictions and political entities? • Do community members support the action?
Legal	• Does the City have the legal authority to implement and enforce the action? • Are there potential legal barriers or consequences that could hinder or prevent the implementation of the action? • Is there a reasonable chance that the implementation of the action would expose the City to legal liabilities? • Could the action reasonably face other legal challenges?
Economic	• What are the monetary costs of the action, and do the costs exceed the monetary benefits? • What are the start-up and maintenance costs of the action, including administrative costs? • Has the funding for action implementation been secured, or is a potential funding source available? • How will funding the action affect the City's financial capabilities? • Could the implementation of the action reasonably burden the Upland economy or tax base? • Could there reasonably be other budgetary and revenue impacts to the City?
Environmental	• What are the potential environmental impacts of the action? • Will the action require environmental regulatory approvals? • Will the action comply with all applicable federal, state, regional, and local environmental regulations? • Will the action reasonably affect any endangered, threatened, or otherwise sensitive species of concern?

Hazard Mitigation Actions

Based on the criteria and evaluation processes used during Plan development, the HMPC prepared a prioritized list of mitigation actions (**Table 5-3**) to improve Upland's resilience to hazard events. These actions collectively form Upland's hazard mitigation strategy.

The list of actions also includes preparedness activities that are intended to improve emergency response for the City and community members when hazard events occur or are imminent. Although these actions are not considered mitigation activities, they are expected to decrease the harm the community faces from hazard events and so support the same goals as mitigation actions.

Table 5-3 identifies the 2025 mitigation strategies and actions proposed by the City as part of this LHMP process. In addition to the list of actions, the table also identifies potential funding sources, responsible departments, relative cost estimates, timeframes, and priorities for these actions, which are described further below. In addition to mitigation action and strategies, several preparedness activities were identified and denoted with the letter "P."

Potential Funding Sources

Table 5-3 identifies the potential funding sources that may be used to implement mitigation strategies. These funding sources include the following federal and state sources:

- **Building Resilient Infrastructure and Communities (BRIC):** A competitive FEMA grant program to support states, local communities, tribes, and territories.
- **Flood Mitigation Assistance Program (FMA):** A competitive grant program that provides funding to states, local communities, federally recognized tribes, and territories. Funds can be used for projects that reduce or eliminate the risk of repetitive flood damage to buildings insured by the National Flood Insurance Program.
- **Hazard Mitigation Grant Program (HMGP):** Provides funding to state, local, tribal, and territorial governments to rebuild in a way that reduces or mitigates future disaster losses in their communities. This grant funding is available after a presidentially declared disaster.
- **State Homeland Security Grant Program (SHSGP):** This FEMA grant is passed through Cal OES and the San Bernardino Operational Area to public safety agencies within the county. The grant helps build capabilities to protect against, prevent, respond to, and recover from terrorist acts and other types of emergencies or disasters.
- **Emergency Management Performance Grant Program (EMPG):** The federal government, through the EMPG Program, provides necessary direction, coordination, and guidance and provides necessary assistance, as authorized in this title, to support a comprehensive all-hazards emergency preparedness system.
- **Other Grants:** Other grants may include State of California grants associated with climate change, water infrastructure, homeland security, transportation, or other funding sources that periodically become available. The list below provides some common sources:

- Climate Adaptation Planning Sustainable Transportation Planning Grant Program - Department of Transportation
- Sustainable Communities Competitive – Department of Transportation
- CAL FIRE Wildfire Prevention Grants Program – Department of Forestry and Fire Protection
- Integrated Climate Adaptation and Resiliency Program's Climate Adaptation Planning Grant – Office of Planning and Research
- Small Community Drought Relief Program – Department of Water Resources
- Addressing Climate Impacts – Department of Fish and Wildlife
- Cleanup Loans and Environmental Assistance to Neighborhoods (CLEAN) Program – Department of Toxic Substances Control
- Clean Water State Revolving Fund (CWSRF) Program Construction – State Water Resources Control Board
- Drinking Water State Revolving Fund (DWSRF) Construction – State Water Resources Control Board
- Water Recycling Funding Program (WRFP) Construction Grant – State Water Resources Control Board
- Equitable Community Revitalization Grants (ECRG) – Department of Toxic Substances Control
- Water Recycling Funding Program (WRFP) Planning Grant – State Water Resources Control Board
- Infrastructure State Revolving Fund (ISRF) Program - Infrastructure and Economic Development Bank

Responsible Department

Table 5-3 includes the identification of key responsible departments that will be focused on future implementation of mitigation strategies and actions identified by the City.

Relative Cost Estimates

The HMPC identified relative cost estimates to meet the hazard mitigation planning process's cost estimation requirements based on their understanding of the mitigation action intent and their experience developing identical or similar programs/implementing projects. Three cost categories based on the City's typical cost criteria were used for budgeting purposes:

- **Low cost ($):** $75,000 or less
- **Medium cost ($$):** $75,001 to $4,999,999
- **High cost ($$$):** Greater than $5,000,000

TIMEFRAMES

Table 5-3 includes timeframes that provide general timing durations due to the nature of the mitigation actions identified by the City. The following timeframes are used based on the following conditions:

- **Ongoing (Annually):** Actions that identify this timeframe are the types of actions that City staff would conduct annually.
- **Ongoing:** Actions that identify this timeframe include periodic activities that City staff would conduct in response to a request by internal (City departments) or external (residents, businesses) forces.
- **Long Term:** Actions identified within this timeframe are considered low-priority actions that the City would like to continue to track but doesn't feel they would be able to implement in the current planning implementation timeframe.

For actions that use these terms, it is intended to identify that the action may add to existing capabilities and not have a particular start, end date, or occur periodically. This is typically used for actions that include new policies, tasks, or standard operating procedures intended to mitigate future risks. If a single year is stated in the timeframe column, this indicates the year the action will begin

PRIORITIZATION

As part of the mitigation actions development and review, the HMPC also prioritized the actions. The prioritization efforts looked at the risks and threats of each hazard, financial costs and benefits, technical feasibility, and community values. HMPC members were asked to identify their priority actions through a voting exercise. Items are prioritized based on the number of votes each mitigation action receives from the HMPC members. These quantitative scores were then converted to low, medium, and high priority qualitative categories.

Based on the criteria and evaluation processes used during Plan development, the HMPC prepared a prioritized list of mitigation actions **Table 5-3** to improve Upland's resilience to hazard events.

2025 Hazard Mitigation Actions Plan

Based on the criteria and evaluation processes used during Plan development, the HMPC prepared a prioritized list of mitigation actions to improve Upland's resilience to hazard events. These actions collectively form Upland's hazard mitigation strategy.

The list of actions also includes preparedness activities that are intended to improve emergency response for the City and community members when hazard events occur or are imminent. Although these actions are not considered mitigation activities, they are expected to decrease the harm the community faces from hazard events and so support the same goals as mitigation actions.

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
Emergency Preparedness Activities						
P01	Conduct regular emergency preparedness drills and training exercises for City staff.	General Fund, EMPG	Emergency Management, Fire	$	Ongoing	Medium
P02	Expand participation in the Upland Community Emergency Response Team (CERT) program.	General Fund, EMPG	Emergency Management, Fire	$	Ongoing	Low
P03	Verify that community evacuation plans include provisions for community members who don't have access to private vehicles or are otherwise unable to drive.	General Fund, EMPG	Emergency Management, Fire	$	Ongoing	Medium
P04	Continue to provide effective emergency notifications through multiple media formats, in languages appropriate for the community, about pending, imminent, or ongoing emergency events. Plan to make information accessible to people with access and functional needs.	General Fund, EMPG	Emergency Management, Fire	$	Ongoing	Medium
P05	Continuously update response procedures for first responder departments to properly address new hazard events as they emerge.	General Fund, EMPG	Emergency Management, Fire	$	Ongoing	Low
P06	Increase the number of City staff members who have CalOES Safety Assessment Program (SAP) credentials.	General Fund, EMPG	Emergency Management, Fire, Building and Safety Division, Community Development Department	$$	Ongoing	Medium

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
P07	Establish or update agreements with local schools so that school facilities can function as evacuation sites during major emergencies.	General Fund, EMPG	Emergency Management, Fire	$	Ongoing	Medium
Multiple Hazards						
MH01	Install digital signage in key locations to aid in public outreach and information dissemination during emergency events.	General Fund, EMPG	Emergency Management, Fire, Public Works Department	$	2027	Low
MH02	Amend Municipal Code Title 17, Part 3, §17.15.220.H(3) to allow emergency-related public service messages to constitute up to 50% of messages displayed during a one-hour period on all permitted electronic changeable-copy signs during a proclaimed emergency.	General Fund	Emergency Management	$	2026	Low
MH03	Conduct routine updates to Facility Conditions Assessments for City-owned infrastructure and other utilities and coordinate with other agencies to ensure inspections of other important infrastructure. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Building and Safety Division	$$	Annually	Low
MH04	Collaborate closely with community groups to increase awareness of hazard events and resiliency opportunities among socially vulnerable community members, including those experiencing homelessness. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Community Development Department, Community Services Department	$	Annually	Low

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
MH05	Closely monitor changes in the boundaries of mapped hazard areas resulting from land use changes or climate change and adopt new mitigation actions or revise existing ones to ensure continued resiliency. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Community Development Department	$	Annually	Low
MH06	Integrate policy direction and other information from this Plan into other City documents, including the General Plan, Emergency Operations Plan, and Capital Improvements Program. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	All Departments	$	Following All Plan Updates	Medium
MH07	Monitor funding sources for hazard mitigation activities. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Fire	$	Annually	Low
MH08	Integrate climate change mitigation and adaptation information and analysis into future LHMP updates and other City plans, where practicable. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	All Departments	$	Following All Plan Updates	Low
MH09	Update the City's Master Plans periodically (in conjunction with the LHMP and CIP) to incorporate new data/ mapping and/or address emerging issues. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works Department, Community Development Department	$$	Following LHMP/CIP Updates	Medium
MH10	Create an inventory of all senior centers, mobile home parks (especially those located in the VHFHSZ), and other vulnerable populations to ensure that this population group is accounted for in emergency scenarios where evacuation is required. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Fire, Community Services Department	$	Annually	Medium

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
Seismic Hazards (Fault Rupture, Seismic Shaking)						
EQ01	Develop projects and programs to install automatic gas shut-off valves in residential, commercial, and public buildings.	HMGP, HUD	Development Services (Building and Safety), Public Works	$	Long Term	Low
EQ02	Conduct an educational campaign to incentivize and promote medium-scale seismic retrofits, such as window films to minimize shattering, rooftop-mounted equipment anchors, masonry chimney bracing, and other preventative measures to reduce damage to private buildings.	General Fund, EMPG, HMGP Grants, California Earthquake Authority Grants, Other Grants	Fire, Community Development Department	$	Long Term	Low
EQ03	Develop a small project-based retrofit program to assist homeowners with simple earthquake mitigation activities (i.e., water heater straps, furniture anchoring, gas shut-off tools, and other emergency supplies) to reduce strain on City resources during an event.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	Fire	$	Long Term	Low
EQ04	Develop and sponsor projects and programs to brace new or relocated mobile homes to resist earthquakes	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants	Building and Safety Division		2027	Medium

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
EQ05	Conduct a seismic analysis of all City-owned key facilities and retrofit vulnerable facilities.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	Public Works Department	$	2027	Medium
EQ06	Require periodic inspection by the Office of Building and Safety of all critical, essential, and high-occupancy buildings to identify potential hazards in the event of a major earthquake. When hazards are identified, require mitigation by the owner.	General Fund, EMPG, California Earthquake Authority Grants, Other Grants	Building and Safety Division	$	2027	Low
EQ07	To the extent feasible, construct all new City-owned facilities to remain operational in the event of a major earthquake.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	Public Works Department	$$$	2028	Low
EQ08	Retrofit key critical facilities with seismically rated window film treatments that prevent glass windows from shattering during a strong seismic event.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	Public Works Department	$$	2028	Low
EQ09	Improve local understanding of the threat of a major earthquake by conducting a citywide assessment modeling potential losses due to destroyed and damaged structures, and interruptions to key services.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	Building and Safety Division	$	2028	Low

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
EQ10	Analyze the City's building and housing stock to create an inventory of seismically vulnerable buildings (unreinforced masonry, soft-story construction, non-ductile concrete buildings) within the city and conduct an educational program providing information on how to begin the process of seismically retrofitting these buildings.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	Public Works Department, Community Development Department	$$	2027	Medium
Fire (Wildland Fire, Wildland / Urban Interface Fire)						
F01	Develop and sponsor an enhanced public education program based on targeted needs that encourages the public to take responsibility for wildfire protection.	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Fire	$	Annually	Low
F02	Develop and sponsor a defensible space management program to support CA Public Resource Code § 4291.	Cal Fire Grants, Other Grants	Fire	$	Long Term	Low
F03	Require development applicants in areas of identified fire risk to prepare a site-specific fire protection plan.	General Fund	Community Development Department	$	Long Term	Low
F04	Require applicants to fund expansion of local fire protection services by payment of appropriate impact fees.	General Fund	Development Services	$	Ongoing	Low

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
F05	Continue to disseminate an informational brochure on design and construction standards required in the Fire Hazard Overlay through the Division of Building and Safety.	General Fund, HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Building and Safety Division	$	Ongoing	Low
F06	Promote the proper maintenance and separation of power lines and efficient response to fallen power lines, particularly in the WUI and VHFHSZs.	General Fund, HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Fire, Public Information Officer	$	Annually	Low
F07	Identify funding for existing non-conforming retrofits in fire-prone areas to use non-combustible building materials such as masonry, brick, stucco, concrete, steel, or others as appropriate. Establish defensible space zones around homes in these areas to reduce fire vulnerability.	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Fire	$$	Annually	Medium
F08	Routinely participate in regional areas focused on wildfire preparedness and investigate the feasibility of developing additional defensible space and home hardening guidance for existing structures.	General Fund, HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Fire	$	Annually	Low

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
F09	Create a rapid response plan from among Upland's and surrounding counties' first responders to secure hospital, nursing, and assisted-living facilities, especially those located within fire hazard severity zones.	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Fire	$	2027	Low
F10	Clear dead vegetation and invasive plants in flood control facility footprints, trails, parks, and open spaces, especially during and after a drought episode.	General Fund, HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Fire	$	Annually	Low
F11	Coordinate with surrounding jurisdictions on home hardening and vegetation management assessments to assist residents in understanding and addressing wildfire risk.	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Fire	$	Annually	Low
F12	Conduct regular fuel modification projects and clear vegetation to reduce fire hazard risks, such as removal of dead vegetation and invasive plants in parks, open spaces, and right-of-way embankments and creating larger buffers within the wildland-urban interface.	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Fire, Public Works Department	$$	Annually	Low

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
F13	Create a fire-adapted landscape program to assist existing property owners with retrofits.	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Fire, Community Development Department	$$	2027	Low
F14	Add emergency alert and warning signage along the hazard-prone areas in the VHFHSZ to provide critical information and evacuation instruction during fire emergencies.	General Fund, EMPG, BRIC/ HMGP Grants, Cal Fire Grants, Other Grants	Public Works Department	$$	2027	Low
Human-Caused Hazards (Hazardous Materials Release, Landfill Subsidence, Transportation Incidents, Cybercrime Incidents, Mass Casualty / Fatality Incidents)						
H01	Conduct active shooter training and exercises for City staff, residents, and businesses. (Hazard addressed: MCI/MFI)	General Fund, SHSGP Grants, UASI, Other Grants	Police Department, Fire	$	Annually	Medium
H02	Retrofit critical facilities, administration buildings, and other city-owned buildings deemed important, along with CPTED design elements and building materials. (Hazard addressed: MCI/MFI)	General Fund, SHSGP Grants, UASI, Other Grants	Police Department, Public Works	$$$	2028	High
H03	Coordinate and enhance datasets for schools, medical facilities, senior assisted-living facilities, and other critical facilities with the school district and other key entities within the City to better respond to mass-casualty incidents. (Hazard addressed: MCI/MFI)	General Fund, SHSGP Grants, UASI, Other Grants	Police Department, Fire	$	2027	Low

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
H04	Discourage new sensitive land uses, including schools, parks, childcare centers, adult and senior assisted-living facilities, and community centers, from locating near identified hazardous material facilities. Discourage or prohibit new hazardous material facilities from locating near sensitive land uses. (Hazard addressed: Hazardous Materials Release)	General Fund, HMGP Grants, Other Grants	Community Development Department	$	Ongoing/ Annually	Medium
H05	Pursue full alignment of the General Plan with policies and actions outlined in state and regional plans, such as the California Accidental Release Prevention (CalARP) Program. (Hazard addressed: Hazardous Materials Release)	General Fund, HMGP Grants, Other Grants	Community Development Department, Fire	$$	2028	Low
H06	Continuously inspect businesses and other properties storing hazardous materials and create an inventory of storage locations that require updates, maintenance, or renovation. (Hazard addressed: Hazardous Materials Release)	General Fund, HMGP Grants, Other Grants	SB Health, Community Development Department, Fire	$	Annually	Medium
H07	Develop a parcel-level, GIS-based database, in coordination with San Bernardino County and the state, which tracks the status of hazardous materials storage and use, prioritized by potential threat to surrounding properties. (Hazard addressed: Hazardous Materials Release)	General Fund, HMGP Grants, Other Grants	Fire, Information Technology	$$	Long Term	High
H08	Obtain and introduce a cybercrime-awareness training program for all City employees, specifically including malware identification and digital hygiene. (Hazard addressed: Cybercrime)	General Fund, SHSGP Grants, UASI	Information Technology, Police	$	2027	High

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
Severe Weather (Extreme Heat, Drought, Severe Wind)						
W01	Develop intradepartmental hazard teams for use in planning and support of public education and response to plan elements involving extreme weather events.	General Fund, HMGP Grants, California Climate Resilience Grants, Other Grants	Emergency Management	$$	Long Term	Low
W02	Develop a public information program to assist the public in early detection of potential wind hazard damage.	General Fund, HMGP Grants, California Climate Resilience Grants, Other Grants	Emergency Management, Information Technology, Public Information Officer	$$	Long Term	Low
W03	Expand current outreach to residents and businesses prior to severe winds on proper tree maintenance and identification of potentially hazardous trees. (Hazards addressed: Severe Wind)	General Fund, HMGP Grants, California Climate Resilience Grants, Other Grants	Public Information Officer	$	Annually	Low
W04	Remove or trim trees determined to be susceptible to blowing over during a severe wind event. Encourage the undergrounding of existing utilities. (Hazards addressed: Severe Wind)	General Fund, HMGP Grants, Other Grants	Public Works Department	$$	Annually	Low

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
W05	Promote passive cooling design (brise-soleil, long roof overhangs, locating windows away from southern facades, etc.) in new developments during the design review process. (Hazards addressed: Extreme Heat)	General Fund, California Climate Resilience Grants, Other Grants	Development Services (Building and Safety)	$	Medium Term	Low
W06	Expand current outreach to residents and businesses regarding extreme heat events. Educate residents on the dangers of extreme heat and identify actions they can take to mitigate the negative effects of extreme heat. (Hazards addressed: Extreme Heat)	General Fund, HMGP Grants, California Climate Resilience Grants, Other Grants	Public Information Officer	$	Ongoing	Low
W07	Launch a pilot program with smart water meters to track water usage in commercial and industrial properties across the City. (Hazards addressed: Drought)	General Fund, California Climate Resilience Grants, Other Grants	Development Services (Building and Safety), Public Works	$$	2028	Low
W08	Identify opportunities (grant funding, design assistance, etc.) to sponsor homeowner retrofits from lawns to low-water-consuming plants. (Hazards addressed: Drought)	General Fund, California Climate Resilience Grants, Other Grants	Development Services (Building and Safety)	$	Long Term	Medium
W09	Use drought-tolerant plants when installing new or redesigned City-owned landscapes. Limit non-drought tolerant turf to recreational fields and lawns, and only in instances where no feasible drought tolerant alternatives exist. (Hazards addressed: Drought)	General Fund, California Climate Resilience Grants, Other Grants	Public Works Department	$	Ongoing	Medium

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
Infrastructure Failure (Power Failure, Public Safety Power Shutoff)						
IF01	Maintain at least one emergency power-generating station in all critical facilities that the City can use as an emergency public assembly area, such as the Civic Center, Community Centers, and any other locations designated in the future.	General Fund, EMPG	Emergency Management, Fire	$$$	2027	High
IF02	Update the Upland Emergency Operations Plan to identify backup power and communications provisions for critical facilities.	General Fund, EMPG	Emergency Management, Fire	$	2027	Medium
IF03	Install energy-efficient equipment upgrades in City facilities to increase the longevity of the fuel supply for backup generators.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works Department	$$	2028	Low
IF04	Conduct a feasibility assessment of the installation of solar and battery backup systems at key critical facilities within the City.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works Department	$$	2027	Medium
IF05	Install and harden encased emergency backup power generators at critical facilities and key infrastructure as deemed necessary. Prioritize installations for facilities that serve as key cooling/warming centers and evacuation centers.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works Department	$$	2027	Medium
IF06	Install battery backup power supplies for traffic signals to ensure functionality in the event of power failure.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works Department	$$$	2028	High

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
Flood (Surface Flooding, Dam and Levee Failure)						
FL01	Investigate the use of permeable paving and landscaped swales for new construction and replacement of City-owned hardscaped areas.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Public Works Department	$	2028	Low
FL02	Identify potential flood improvements that reduce inundation from both storm flows and potential dam inundation effects.	General Fund, HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Public Works Department	$	2028	Low
FL03	Keep all flood control channels clear of debris and plant detritus that could affect channel capacity during heavy rainfall events. Install large grilles over storm drain inlets to screen out large debris.	General Fund, HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Public Works Department	$	Annually	Low
FL04	Conduct frequent cleanings of storm drain intakes, especially before and during the rainy season.	General Fund, HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Public Works Department	$	Annually	Medium

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
FL05	Track areas where ponding frequently occurs during heavy rainfall and install new drains or upgrade existing ones to reduce ponding.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Public Works Department	$	2028	Low
FL06	Identify all structures located in FEMA flood zones and determine the need to plot, analyze, and modify FEMA flood maps. If flood map revisions are possible, work with property owners to determine the desire to perform this activity on their behalf.	General Fund, HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Public Works Department, Administrative Services	$	2027	Low
FL07	Coordinate with dam owners/operators and state and federal agencies to collectively identify threats to the City and the region and identify ways to retrofit/strengthen the dams under their control.	General Fund, HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Public Works Department, Fire	$	2028	Low
FL08	Identify all structures located in dam or levee inundation zones. Develop evacuation procedures and public information strategies to expedite evacuation of threatened areas should a dam or levee threaten to fail.	General Fund, HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Public Works Department, Administrative Services	$	2027	Low

*** Relative Cost Categories**
$ - Less than $75,000
$$ - $75,001 to $4,999,999
$$$ - Greater than $5,000,000

Mitigation strategies identified in blue are actions from the 2016 Plan. No actions from that plan have been removed or completed and all actions have been incorporated into this update.

National Flood Insurance Program

Upland participates in the National Flood Insurance Program (NFIP), created by Congress in 1968 to provide flood insurance at subsidized rates to homeowners living in flood-prone areas. Individual communities can participate in the NFIP, although property owners who live in nonparticipating communities with flood-prone areas cannot buy flood insurance through the program. Additionally, nonparticipating communities with mapped floodplains cannot receive federal grants or loans for development activities in flood-prone areas and cannot receive federal disaster assistance to repair flood-damaged buildings in mapped floodplains. **Table 5-4** provides information about the City's NFIP participation.[71]

Continued participation in the NFIP is not a dedicated hazard mitigation action, although Upland will continue to do so and will remain in compliance with the program's requirements through continued enforcement of the City's Floodplain Management Regulations.[72] The Floodplain Management Regulations function as Upland's floodplain management ordinance, which all participating communities in the NFIP must adopt. These regulations apply to land within the mapped 100-year floodplain and limit the types of development and construction activities that can occur in this area. New construction must meet several flood-resistant standards, such as being anchored to better resist damage from moving floodwaters. Other standards apply to new subdivisions, utility projects, and manufactured homes. As part of the City's commitment to complying with the requirements of the NFIP, the City will make updates and revisions as needed to the Floodplain Management Regulations. These changes may be made because of changes in best practices, shifts in flood-prone areas, or other factors that allow the City to better protect against the threat of flood events. The City will also continue to incorporate changes in the location and designations of mapped floodplains into future planning documents, including future updates to this Plan.

TABLE 5-4: FLOOD INSURANCE PROGRAM PARTICIPATION DATA

Initial Flood Hazard Boundary Map (FHBM)	06/28/1974
Initial Flood Insurance Rate Map (FIRM)	03/18/1996
NFIP Participation Date	12/23/1981
Current Effective Map Date	09/02/2016

Although participation is not a dedicated hazard mitigation action, Upland will continue to participate in NFIP and comply with the program's requirements by enforcing the City's Floodplain Management Regulations (Municipal Code Chapter 5: Floodplain Management Ordinance). **Table 5-5** identifies the City's floodplain management regulations.

[71] FEMA (Federal Emergency Management Agency). "Participation in the National Flood Insurance Program." https://www.fema.gov/participation-national-flood-insurance-program

[72] Chapter 15.56 of the Upland Code of Ordinances https://ecode360.com/UP5026

TABLE 5-5: UPLAND FLOODPLAIN MANAGEMENT REGULATIONS	
Adoption of Minimum Floodplain Management Criteria and Implementation and Enforcement of Floodplain Management Regulations	Ordinance No. 1835. Floodplain Management Adopted in 2003
Designee to Implement NFIP	Chapter 15.56.100 Designation of Floodplain Administrator The Public Works Director, or his or her designee, as the designated appointee, is appointed to administer, implement, and enforce this chapter by granting or denying development permits in accord with its provisions.
Implementation of Substantial Improvement/ Substantial Damages Provisions	Chapter 15.56.130: Construction Standards
Note: Ordinances Hyperlinked	

These regulations apply to all areas of special flood hazards, flood-related erosion hazards, and mudslide (i.e., mudflow) hazards within the city. These regulations aim to promote public health, safety, and general welfare and minimize public and private losses due to flood conditions. This chapter also includes methods of reducing flood losses, the basis for establishing flood hazard areas, development permit requirements, duties and responsibilities of the City's Floodplain Administrator, the development standards that apply in flood-prone areas and required documentation and analysis for construction within these areas. As part of the City's efforts to comply with NFIP, Upland will make updates and revisions to these regulations periodically to ensure they are most effective at minimizing the threat of harm from flood events. These updates and revisions may be promoted by changes in local demographics, land use shifts, flood regime changes such as frequency and intensity of flood events, and other factors that may warrant municipal action. The City will also continue to incorporate any changes to the locations and designations of mapped floodplains into future planning documents, including future updates to this Plan.

As of 2025, there were 23 properties in Upland insured under the NFIP, with a total insured value of approximately $7.64 million. There have been 19 claims filed for these insured properties. One property is known as a repetitive loss property, meaning that it has filed claims for flood damage at least twice. There are no severe repetitive loss properties in Upland.

CHAPTER 6 –

PLAN MAINTENANCE

For this LHMP to remain effective and useful to the community of Upland, it must remain up to date. An updated version of the LHMP will continue to guide Upland's hazard mitigation activities and help keep the City eligible for state and federal hazard mitigation funding. The HMPC has structured this LHMP so individual sections can easily be updated as new information becomes available and new needs arise, helping to keep this Plan current.

This chapter discusses updating this Plan to comply with applicable state and federal requirements. This chapter also describes how the City can incorporate the mitigation actions described in **Chapter 5** into existing programs and planning mechanisms and how public participation will remain an important part of Plan monitoring and future update activities.

Plan Adoption

The Upland City Council is responsible for updating this Plan as well as all future updates. LHMPs are subject to review by FEMA to determine whether the Plan meets all applicable federal requirements and thus provides additional funding benefits to Upland. Once the Plan is consistent with FEMA's requirements, FEMA will notify the City that the Plan is Approved Pending Adoption. At this point, the City Council can formally adopt the Plan. Following adoption, the City will send a copy of the adopted Plan, including the resolution of adoption, to FEMA.

Plan Implementation

The Plan's effectiveness depends on the successful implementation of the mitigation actions. Implementation includes integrating mitigation actions into existing City plans, policies, programs, and other implementation mechanisms. The mitigation actions in this Plan are intended to reduce the damage from hazard events, help the City secure funding, and provide a framework for hazard mitigation activities. HMPC members prioritized the hazard mitigation actions in **Table 5-3** in **Chapter 5**. These priorities will guide the implementation of these actions through new or existing City mechanisms as resources are available. The LHMP project manager is responsible for overseeing the implementation, promotion, and maintenance of this Plan and facilitating meetings and coordinating activities related to Plan implementation and maintenance.

Coordinating Body

Implementation will be the responsibility of the individual City departments and other agencies tasked with each mitigation action, as identified in the overall mitigation strategy. Implementation will be coordinated through the Hazard Mitigation Planning Committee. A list of current Committee members is provided in **Chapter 1**, **Table 1-1**.

In future years, representatives from the following City departments will be included in future Planning Committee meetings:

- City Manager
- Fire
- Police
- Public Works
- Administrative Services
- Community Services
- Development Services
- Emergency Preparedness

Staff from other organizations who participated during plan preparation shall be invited to participate in future planning meetings, plus any other applicable agencies. Based on the composition of the Planning Committee during the preparation of this Plan, the other organizations that will be invited to participate may include, but not be limited to:

- American Red Cross
- Cable Airport
- California Department of Transportation
- California Highway Patrol
- Caltrans
- Neighboring Jurisdictions:
    - City of Claremont
    - City of Montclair
    - City of Ontario
    - City of Rancho Cucamonga
- San Antonio Regional Hospital
- San Bernardino County Fire District
- San Bernardino County Office of Emergency Services
- San Bernardino County Sheriff's Department
- San Bernardino County Planning and Land Use
- San Bernardino County Public Health Department
- San Bernardino County Public Works
- San Bernardino County Transportation Authority
- Southern California Edison
- Southern California Gas
- Upland Chamber of Commerce
- Upland Unified School District

The Upland Assistant City Manager, Public Works, is the staff member responsible for coordinating the implementation of the LHMP and future meetings of the Planning Committee. The Assistant City Manager, Public Works, may designate this role to another staff member, if necessary.

Plan Maintenance Process

The City's plan maintenance process will rely on the Upland Mitigation Implementation Handbook, located in **Appendix E**. This handbook is intended to function as a stand-alone document that gives concise and accessible guidance to staff to implement and maintain the Plan. A key component is the specific mechanisms that the City can use to integrate this plan into the other City planning mechanisms.

Plan Monitoring And Evaluation

When members of the HMPC are not updating the Plan, they shall meet at least once a year to go over mitigation action implementation and evaluate the Plan's effectiveness. These meetings will include:

- A discussion of the timing of mitigation action implementation
- Evaluation and determination of success for mitigation action implementation
- Mitigation action prioritization revisions, if deemed necessary
- Integration of mitigation actions into other planning mechanisms, as needed

The first of these meetings will be held in the 2026–2027 fiscal year. To the extent possible, HMPC meetings shall be scheduled at an appropriate time in the City's annual budgeting process, which will help ensure that funding and staffing needs for mitigation actions are considered.

When the HMPC meets to evaluate the Plan, the following questions will be asked:

- What hazard events, if any, have occurred in Upland in the past year? What were the impacts of these events on the community? Were the impacts mitigated, and if so, how?
- What mitigation actions have been successfully implemented? Have any mitigation actions been implemented but not successfully, and if so, why?
- What mitigation actions, if any, have been scheduled for implementation but have not yet been implemented?
- What is the schedule for implementing future mitigation actions? Is this schedule reasonable? Does the schedule need to be adjusted for future implementation, and are such adjustments appropriate and feasible?
- Have any new concerns arisen, including hazard events in other communities or regions not covered by existing mitigation actions?
- Is new data available to inform the Plan's updates, including data relevant to the hazard profiles and threat assessments?
- Are there any new planning programs, funding sources, or other mechanisms to support hazard mitigation activities in Upland?

Plan Updates

The information in this Plan, including the hazard profiles, threat assessments, and mitigation actions, is based on the best available information, practices, technology, and methods available to the City and HMPC when this Plan was prepared. As factors change, including technologies, community demographics and characteristics, best practices, and hazard conditions, it is necessary to update the Plan to remain relevant.

The HMPC may decide to make interim changes to the LHMP outside the five-year cycle of formal review and Council adoption. This may include updating the scope of an existing hazard or the risk it poses, adding a new hazard or eliminating an existing one, updating the status of mitigation actions, reflecting changes in local capabilities or funding vehicles, and so on. Changes of this nature do not trigger a new round of Cal OES and FEMA review, nor do they require City Council adoption.

Title 44, Section 201.6(d)(3) of the Code of Federal Regulations requires that LHMPs be reviewed, revised, and resubmitted for approval every five years to remain eligible for federal benefits.

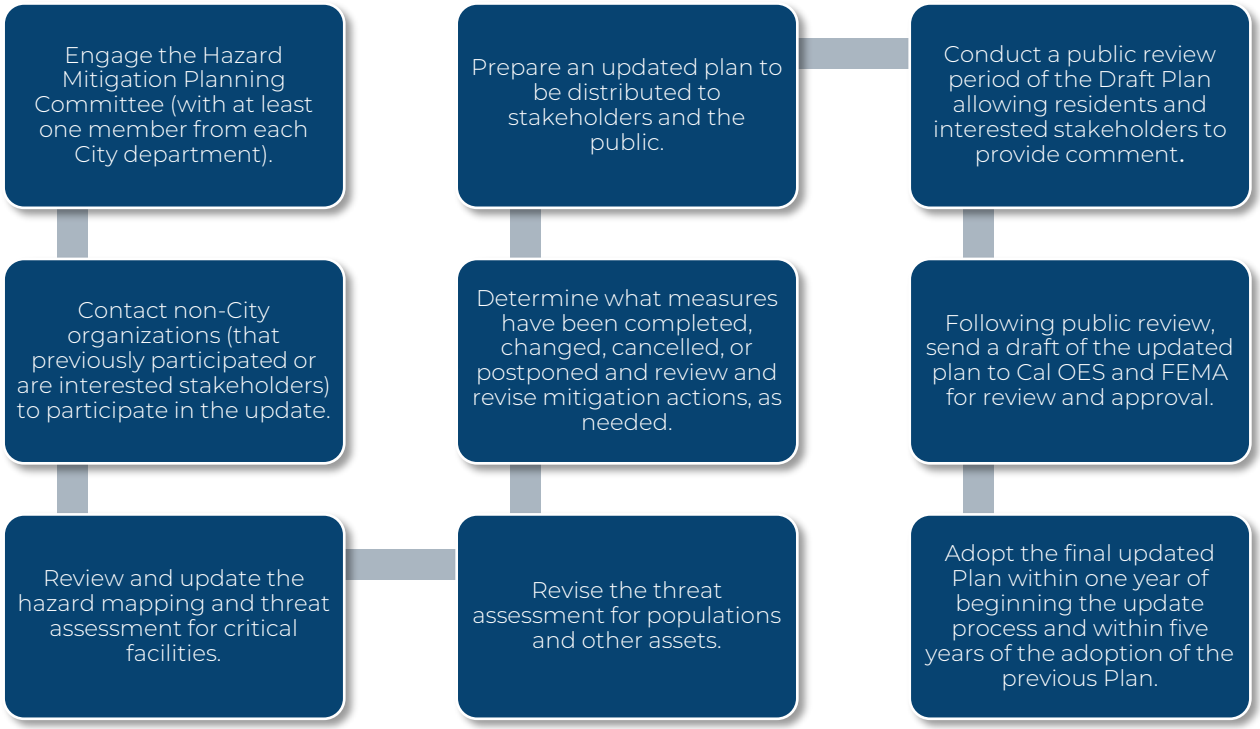
Update Method And Schedule

The update process will begin no later than four years after this Plan is adopted, allowing a year for the update process before the Plan expires. However, it is recommended that you begin the update process three years after plan adoption if the funding source for the plan will be a mitigation grant. Depending on the circumstances, the LHMP project manager or their designee may also choose to begin the update process sooner.

Some reasons for accelerating the update process may include:

- A presidential disaster declaration for Upland or an area that includes part of or the entire City.
- A hazard event that results in one or more fatalities in Upland.

The update process will add new and updated methods, demographic data, community information, hazard data and events, considerations for threat assessments, mitigation actions, and other necessary information, keeping the Plan relevant and current. The HMPC will determine the best process for updating the Plan, which should include the following steps:



Update Adoption

The Upland City Council is responsible for adopting this Plan and all future updates. As previously mentioned, adoption should occur every five years. The City shall begin the update process at least one year before expiration to ensure the plan remains active. If the City has a grant application that relies on the LHMP, an update to the plan should occur at least two years prior to expiration. Adoption shall take place after FEMA notifies the City that the Plan is Approvable Pending Adoption. Once the City Council adopts the Plan following FEMA's approval, the adopted plan shall be transmitted to FEMA.

Incorporation into Existing Planning Mechanisms

Incorporating the mitigation strategy into existing City plans, policies, programs, and other efforts helps to promote successful implementation. This Plan works in concert with the Upland General Plan, particularly the Safety Element. The Safety Element establishes a community-wide framework for hazard mitigation and preparation activities and integrates with the goals of this Plan. The LHMP expands on the topics and issues in the Safety Element and other applicable sections of the General Plan, translating the high-level community objectives into specific mitigation actions. General Plan policies should synchronize with the mitigation actions in the LHMP in future updates to the General Plan.

In addition to the General Plan, this LHMP shall be incorporated into other City documents as applicable.

- Mitigation actions that involve construction of new City buildings or infrastructure or major retrofits to existing structures should be reflected in updates to the Capital Improvement Program.
- Mitigation actions that improve resiliency in new construction by increasing the standards for new construction should be reflected in updates to the City's Building and Construction Regulations.
- Revisions to requirements for new construction activities specifically within floodplains should result in changes to the City's Floodplain Management Regulations.
- Requirements related to seismic retrofits to existing buildings may be implemented through amendments to the City's Seismic Strengthening for Unreinforced Masonry Buildings Regulations.
- Any mitigation actions that change where different developments and land use activities can occur, how they should be sited, and how they can be constructed or operated, should be integrated as applicable into the City Zoning Code.

Appendix E provides guidance on best practices to accomplish this integration.

The 2016 LHMP was never integrated into other city documents or processes. Recognizing this, the City will take the necessary steps to ensure this integration occurs moving forward.

Continued Public Involvement

The City will continue to keep members of the public informed about the Planning Team's actions to review and update the Plan. When updating the Plan, the Planning Committee will develop a revised community engagement strategy that reflects the City's updated needs and capabilities. This strategy will include a schedule and plan for public meetings, recommendations about the appropriate use of the City website and social media accounts, and sample content for public outreach documentation. The Planning Team will also provide annual updates to City Council (and the community) about Plan implementation. Options for receiving feedback shall include a comment portal on the City's website as well as information presented to City Council.

Point of Contact

The Assistant City Manager, Public Works Department, is the primary point of contact for this Plan and for future updates. At the time of writing, the Assistant City Manager for the Upland Public Works Department is Damien Arrula, who can be contacted at (909) 291-2930 or darrula@uplandca.gov.

Appendix A – HMPC Meeting Materials

2026 City of Upland Hazard Mitigation Planning Committee Attendees

TABLE 1-1: UPLAND HAZARD MITIGATION PLANNING COMMITTEE (HMPC)		
Name	**Title**	**Department**
Jessica Gordon	Deputy Director	Public Works Department, Operations
Richard Gonzales	Deputy Director	Public Works Department, Utilities Division
Damien Arrula	Assistant City Manager	City Manager's Office
Marcelo Blanco	Chief of Police	Upland Police Department
Bob Critchfield	Engineering Manager	Public Works Department, Engineering Division
Robert Dalquest	Director	Development Services Department
Ed Diggs	Interim Utilities Manager	Public Works Department, Utilities Division
Jessica Escoto	Parks and Recreation Manager	Community Services Department, Recreation and Community Services Division
Loralee Farris	Planning Manager	Development Services Department, Planning Division
Norberto Ferreira	Chief Water Treatment Operator	Public Works Department, Water Quality Division
Tanya Garcia	Management Analyst	Public Works Department, Utilities Division
Richard Jeganathan	IT Manager	Administrative Services Department, Information Technology Division
Jason Lara	Utilities Supervisor	Public Works Department
Tracy Montez	Dispatch Supervisor	Upland Police Department
Christopher Morgan	Building Official	Development Services Department, Building and Safety Division
Stephen Parker	Assistant City Manager	City Management
Klasha Ray	Emergency Services Officer	San Bernardino County of Emergency Services
Justin Salgado	Emergency Services Officer	San Bernardino County of Emergency Services
Richard Smiderle	Operations Manager	Public Works Department, Operations Division
Staci Sullivan	Finance Manager	Finance
Lon Teague	Patrol Operation Commander	Upland Police Department
Cecilia Todd	Deputy Director of Human Resources and Risk Management	Administrative Services Department, Human Resources/Risk Management Division
Marc Warner	Utilities Supervisor	Public Work Department
Aaron Pfannenstiel	Consultant	Atlas Planning Solutions
Crystal Stueve	Senior Planner	Atlas Planning Solutions

City of Upland

LOCAL HAZARD MITIGATION PLAN UPDATE
HMPC MEETING #1 AGENDA

I. **Team Introductions**

II. **Local Hazard Mitigation Plan Overview**

III. **Project Goals and Expectations**

IV. **Hazard Mitigation Planning Team Roster**

V. **Data Needs (Critical Facilities List, vulnerable populations, recent/past hazards, GIS)**

VI. **Community Engagement and Outreach Strategy**

VII. **Hazard Identification/Prioritization**

VIII. **Next Steps and To-Do List**

Hazard Mitigation Planning Update Process	**October 2024 – June 2025**
Community Outreach	Ongoing
Administrative Draft LHMP	March 2025
Public Review Draft LHMP Document	April 2025
Cal OES/FEMA Review Draft Document	June 2025

Criteria	1	2	3	4
Probability: *Estimated Likelihood that the hazard will occur in the future.*	**Unlikely**	**Occasionally**	**Likely**	**Highly Likely**
Location: *The size of the affected area from a typical future occurrence.*	**Negligible**	**Limited**	**Significant**	**Extensive**
Maximum Probable Extent: *The estimated damage to facilities from a typical failure.*	**Weak –** little to no damage	**Moderate –** some damage, loss of service for days	**Severe –** devastating damage, loss of service for months	**Extreme –** catastrophic damage, uninhabitable conditions
Secondary Impacts: *The effects to the community beyond physical damage*	**Negligible –** no loss of function, downtime, and/or evacuations	**Limited –** minimal loss of function, downtime, and/or evacuations	**Moderate –** some loss of function, downtime, and/or evacuations	**High –** major loss of function, downtime, and/or evacuations

City of Pico Rivera

LOCAL HAZARD MITIGATION PLAN UPDATE
HMPC MEETING #2 AGENDA

I. Introductions

II. Review of Project Goals

1. Protect against threats from natural hazards to life, injury, and property damage within the Upland Community.
2. Increase public awareness of potential hazard events.
3. Preserve critical services and functions by protecting key facilities and infrastructure for the community.
4. Protect natural systems from current and future conditions.
5. Coordinate mitigation activities among City departments, neighboring jurisdictions, and with state and federal agencies.
6. Prepare for long-term changes in hazard conditions.

III. Overview of Mitigation Strategies

Plans and Regulations	• Ordinances, Regulations
Structural Projects	• Utility Undergrounding, Structural Retrofits
Natural Systems Protection	• Stream restoration, erosion control
Education Programs	• Outreach materials, websites, presentations
Preparedness and Response Actions	• Mutual aid agreements, equipment purchases, notification protocols

IV. Discussion of STAPLE/E Criteria

Issue	Criteria
Social	• Is the action socially acceptable to community members? • Would the action treat some individuals unfairly? • Is there a reasonable chance of the action causing a social disruption?
Technical	• Is the action likely to reduce the risk of the hazard occurring, or will it reduce the effects of the hazard? • Will the action create new hazards or make existing hazards worse? • Is the action the most useful approach for the City to take, given the City's goals and community members?
Administrative	• Does the City have the administrative capabilities to implement the action? • Are there existing City staff who can lead and coordinate the measure's implementation, or can the City reasonably hire new staff for this role? • Does the City have enough staff, funding, technical support, and other resources to carry out implementation? • Are there administrative barriers to implementing the action?
Political	• Is the action politically acceptable to City officials and other relevant jurisdictions and political entities? • Do community members support the action?
Legal	• Does the City have the legal authority to implement and enforce the action? • Are there potential legal barriers or consequences that could hinder or prevent the implementation of the action? • Is there a reasonable chance that implementation of the action would expose the City to legal liabilities? • Could the action reasonably face other legal challenges?
Economic	• What are the monetary costs of the action, and do the costs exceed the economic benefits? • What are the start-up and maintenance costs of the action, including administrative costs? • Has the funding for action implementation been secured, or is a potential funding source available? • How will funding the action affect the City's financial capabilities? • Could the implementation of the action reasonably burden the City's economy or tax base? • Could there reasonably be other budgetary and revenue impacts to the City?
Environmental	• What are the potential environmental impacts of the action? • Will the action require environmental regulatory approvals? • Will the action comply with all applicable federal, state, regional, and local environmental regulations? • Will the action reasonably affect any endangered, threatened, or otherwise sensitive species of concern?

V. Discussion of Relative Cost Estimates

Example Cost Categories: **City specific values will be determined with the HMPC in the meeting.**	
$	Less than $75,000
$$	$75,001 to $4,999,999
$$$	Greater than $5,000,000

VI. Review and Discussion of Draft Mitigation Strategies

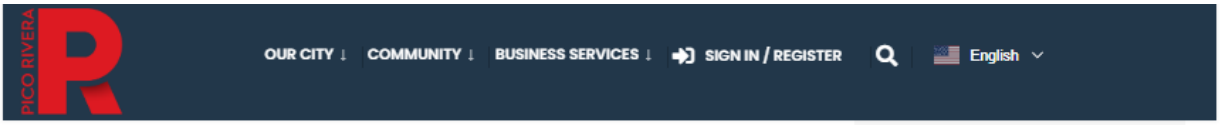
VII. Next Steps

Community Outreach	Ongoing
Administrative Draft LHMP	March 2025
Public Review Draft LHMP Document	April 2025
Cal OES/FEMA Review Draft Document	June 2025

Appendix B – Outreach Engagement Materials

City of Upland 2025 LHMP Update Project Website

https://www.pico-rivera.org/we-want-feedback-from-our-residents/



Hazard Mitigation Plan Update

The City of Pico Rivera is preparing an update to its 2019 Local Hazard Mitigation Plan (LHMP). An LHMP is a way for the City to better prepare in advance of these disasters so when they happen, less damage occurs, and recovery is easier. Having an adopted LHMP can also make Pico Rivera eligible for more financial assistance from the State when disasters occur.

What is in THE LHMP?

- A summary of the natural and human-caused hazards that pose a risk to the community.
- An assessment of the threat to the City and how Pico Rivera is vulnerable to future disasters.
- Policy recommendations for Pico Rivera to carry out over the next five years.

When will the LHMP be COMPLETED?

The project team plans to release a first draft of the Pico Rivera LHMP for public review in Spring 2025 and hope to have the plan ready for adoption in Summer 2025.

How can I get involved?

- Attend upcoming community meetings to be announced on this site.
- Take the **online survey** and encourage your friends and family to do the same to be posted on this website.
- Review the draft LHMP and provide comments.
- Reach out to the project team lead for more ways to stay involved.

Hector Hernandez, Senior Planner, City of Pico Rivera
Email: hhernandez@pico-rivera.org
Phone: (562) 801-4340

To learn more about emergency management, contact the Emergency Management Division at (562) 801-4332.

- Planning
- Building & Safety
- Code Enforcement
- Parking Enforcement
- Housing Services
- Emergency Management

AB 602 Development Impact Fees
AB 2854 Sales & Use Tax Compliance
City Permits
City Plans & Projects
Planning Commission
Pre-Approved ADU Plan
Private Development Projects
Residential Programs
FAQ

Local Hazard Mitigation Plan (LHMP)



Click here **to complete the survey, or scroll down to bottom of the page.**

Local Hazard Mitigation Plan (LHMP)

The City of Upland is preparing an update to its 2016 Local Hazard Mitigation Plan (LHMP). This plan helps to create a safer community for residents, businesses, and visitors. The LHMP allows public safety officials and city staff, elected officials, and members of the public to understand the threats from natural and human-caused hazards in our community. The plan will also recommend specific actions to proactively decrease these threats before disasters occur. This plan will also re-open a five-year eligibility window for Federal Emergency Management Agency (FEMA) grants to assist in funding hazard mitigation projects within the City and financial assistance from the State once formerly adopted by the City Council.

Why have an LHMP?

An LHMP will let Upland better plan for future emergencies. Usually, after a disaster occurs, communities take steps to recover from the emergency and rebuild. An LHMP is a way for the City to better prepare in advance for these disasters so that when they occur, less damage occurs, and recovery is easier. Our community can use LHMP strategies to reduce instances of property damage, injury, and loss of life from disasters. Besides protecting public health and safety, this approach can save money. Studies estimate that every dollar spent on mitigation saves an average of four dollars on response and recovery costs. An LHMP can also help strengthen the mission of public safety officers, such as police and fire department staff, providing them with clear roles and responsibilities to build a safer community.

Besides helping protect Upland, our LHMP will make the City eligible for grants from the Federal Emergency Management Agency (FEMA) that can further improve safety and preparedness in the community. Having an adopted LHMP can also make Upland eligible for more financial assistance from the State when disasters occur.

What is in our LHMP?

The City of Upland LHMP includes four main sections:

- A summary of the natural and human-caused hazards that pose a risk to our community. This will include descriptions of past disaster events and the chances of these disasters occurring in the future.
- An assessment of the threat to Upland will describe how our community is vulnerable to future disasters. The plan will examine the threat to important buildings and infrastructure, such as police and fire stations, hospitals, roads, and utility lines. It will also examine the threat to community members, particularly vulnerable populations.
- A hazard mitigation strategy will lay out specific policy recommendations for Upland to carry out over the next five years. These recommendations will help reduce our community's threat from hazard events.
- A section on maintaining the plan will help ensure that our LHMP is kept up-to-date. This will make it easier for us to continue proactively protecting ourselves and keep the City eligible for additional funding.

What hazards will our LHMP help protect against?

The City anticipates addressing the following potential natural hazards within the plan:

- Seismic Hazards (Fault Rupture, Seismic Shaking)
- Flood (Surface Flooding, Dam and Levee Failure)
- Human-caused Hazards (Hazardous Materials Release, Landfill Subsidence, Transportation Incidents (Rail, Plane, Highway), Terrorism)
- Infrastructure Failure (Energy Shortage, Power Outage)
- Severe Weather (Extreme Heat, Drought, Severe Wind)
- Fire (Wildland, Urban Fire)
- Cyberattacks

Our LHMP will also look at how climate change may affect these hazards and may include other hazards that pose a threat to our community.

When will the LHMP be finalized?

The project team plans to release a first draft of the Upland LHMP for public review in Spring 2025. After members of the public provide comments and feedback, the City will revise the plan and send it to the California Office of Emergency Services and FEMA for review and approval. Once approved by these agencies, the Upland City Council will adopt the final LHMP. We hope to have the plan ready for adoption in Summer 2025, but it may be later depending on how long state and federal review takes.

Get involved!

You can get involved in preparing our LHMP in different ways:

- The City will share information about our LHMP and obtain community feedback at upcoming District Community Meetings.
- The City will release a draft of the completed LHMP for public review. Please review and provide comments on this document, either at in-person meetings or in writing.
- Share about past experiences with natural hazards and how our LHMP can be the most useful. **Complete an anonymous survey at:** https://tinyurl.com/2k9f6saj.



2025 Upland Hazard Mitigation Plan Survey

I. Local Hazard Mitigation Plan Survey

Dear Community Member,

The City of Upland is preparing to update the current Hazard Mitigation Plan or HMP. Like all other communities, Upland could potentially face widespread devastation in the event of a natural disaster. While no community can completely protect itself against all potentially hazardous situations, this plan will help identify those situations, assess our current provisions, and outline strategies to reduce the vulnerability and severity of future disasters.

Your responses will inform the preparation of the plan. Thank you for your time and cooperation.

II. Hazard Awareness

1. Please indicate whether you live or work in the City of Upland.

a. I live in the City of Upland.
b. I work in the City of Upland.
c. I live and work in the City of Upland.
d. Neither applies to me, but I am interested in the City's resilience.

2. **Have you been impacted by a hazard event in your current residence?**
   a. Yes
   b. No

3. **If you answered yes to the previous question, please select the type of hazard event that you have been impacted by (select all that apply).**

Earthquake	Wildfires
Terrorism	High Winds
Flood	Drought
Extreme Heat	Dam Failure
Landslides	Other

If you selected "Other" above, please list any additional hazards that have previously impacted your neighborhood or home.

4. **The following hazards could potentially impact the City. Please mark the THREE (3) hazards that are of the greatest concern to your neighborhood or home.**

Earthquake	Wildfires
Terrorism	High Winds
Flood	Drought
Extreme Heat	Dam Failure

If you selected "Other" above, please list any additional hazards that have previously impacted your neighborhood or home.

5. **The planning team uses various data sources to identify hazards in your community; however, some of these data sources do not provide data at a general citywide level. Are there any small-scale issues that you would like the planning team to consider, such as ponding at a specific intersection during rain?**

   a. I am not aware of local hazards

   b. I am aware of local hazards

If you indicated “I am aware of local hazards” above, please provide as much detail as possible, including the location and type of hazard.

6. **How concerned are you that climate change may create new hazardous situations in Upland or worsen existing natural hazards?**

    a. Very concerned.
    b. Somewhat concerned.
    c. Somewhat unconcerned.
    d. Not at all concerned.
    e. Unsure.

7. **When do you think climate change will pose a threat to your health, property, livelihood, or overall wellbeing?**

    a. It already is.
    b. Within the next five years.
    c. In five to twenty years.
    d. Not for at least another twenty years.
    e. Never, or not in my lifetime.

8. **If you have taken any action to protect yourself against natural hazards, how confident are you that these actions will be sufficient to protect against more severe hazards that may occur in the future?**

    a. Very confident.
    b. Somewhat confident.
    c. Somewhat unconfident.
    d. Not at all confident.
    e. Unsure.

9. **If you are a homeowner, do you have adequate homeowners' insurance to cover the hazards that could impact your home?**

    a. Yes, my insurance coverage should be adequate.
    b. No, I don't believe my insurance coverage would be adequate for a major disaster.
    c. Unsure.
    d. I do not have an insurance policy.
    e. Not applicable; I rent my current residence.

10. **If you rent your residence, do you have renters' insurance?**

    a. Yes
    b. No
    c. Not applicable; I own my residence.

11. **Do you have flood insurance for your home?**

    a. Yes
    b. No
    c. No, but I am interested in reviewing flood insurance options (http://www.floodsmart.gov/floodsmart/).
    d. No, I am not interested in having flood insurance.

12. **Have you done anything to your home to make it less vulnerable to hazards such as earthquakes, floods, and fires?**

    a. Yes
    b. No
    c. Not applicable; I rent my residence.

If not, do you plan to?



13. **If a severe hazard event occurred today such that all services were cut off from your home (power, gas, water, sewer) and you were unable to leave or access a store for 72 hours, which of these items do you have readily available?**
    a. Potable water (3 gallons per person)
    b. Cooking and eating utensils
    c. Can opener
    d. Canned / nonperishable foods (ready to eat)
    e. Gas grill/camping stove
    f. Extra medications and contact lenses (if applicable)
    g. First aid kit/supplies
    h. Portable AM/FM radio (solar-powered, hand crank, or batteries)
    i. Handheld "walkie-talkie" radios (with batteries)
    j. Important family photos/documentation in a water- and fireproof container
    k. Extra clothes and shoes
    l. Blanket(s) / sleeping bag(s)
    m. Cash
    n. Flashlight (with batteries)
    o. Gasoline
    p. Telephone (with batteries)
    q. Pet supplies
    r. Secondary source of heat

For more information on emergency kits, visit: https://www.ready.gov/kit

What else do you have in your emergency kit?

14. **Are you familiar with the special needs of your neighbors in the event of a disaster situation (special needs may include limited mobility, severe medical conditions, memory impairments)?**
    a. Yes
    b. No

15. **Are you a trained member of your Community Emergency Response Team (CERT)?**
    a. Yes
    b. No, but I would like to learn more about CERT.
    c. No, I am not interested in being a trained CERT member.

    For more information about CERT, please visit:

    https://www.uplandca.gov/cert-team

16. **How can the City help you become better prepared for a disaster? (choose all that apply)**
    a. Provide effective emergency notifications and communication.
    b. Provide training and education to residents and business owners on how to reduce future damage.
    c. Provide community outreach regarding emergency preparedness.
    d. Create awareness of special needs and vulnerable populations.
    e. Other (please specify)

17. **Does your employer have a plan for disaster recovery in place?**
    a. Yes
    b. No
    c. I don't know

18. **Does your employer have a workforce communications plan to implement following a disaster, so they can contact you?**
    a. Yes
    b. No

III. Recommendations and Future Participation

19. **Would you like to be contacted when the Draft 2026 Upland Hazard Mitigation Plan is available for review?**
    a. Yes; please notify me using my contact information in the next question.
    b. No

20. **If you would like to be notified of future opportunities to participate in hazard mitigation and resiliency planning, please provide your name and e-mail address. Please provide your mailing address if you do not have an e-mail address.**

Full Name:	
E-Mail Address:	
Street Address:	
City, State, Zip:	

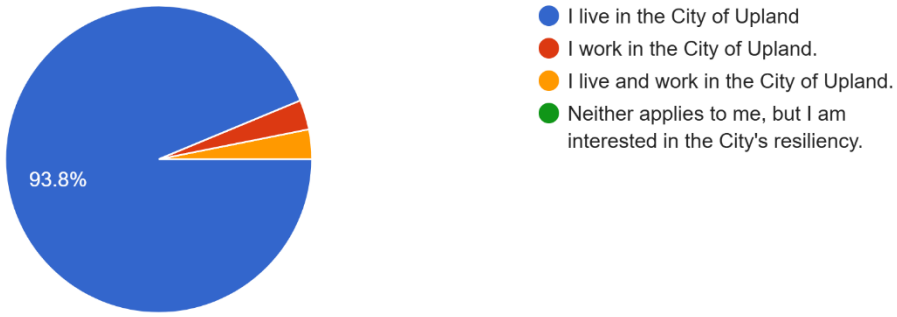
21. **Please provide us with any additional comments/suggestions/questions regarding your risk of future hazard events.**

Thank you for taking the time to complete this survey. If you have any questions or know of other people/organizations that should be involved, please contact the City's Emergency Services Officer at Klasha.Ray@oes.sbcounty.gov . .

The City of Upland Hazard Mitigation Plan Survey Results

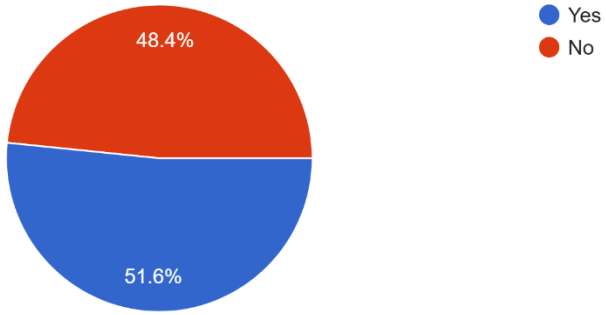
1. Please indicate whether you live or work in the City of Upland.

32 responses

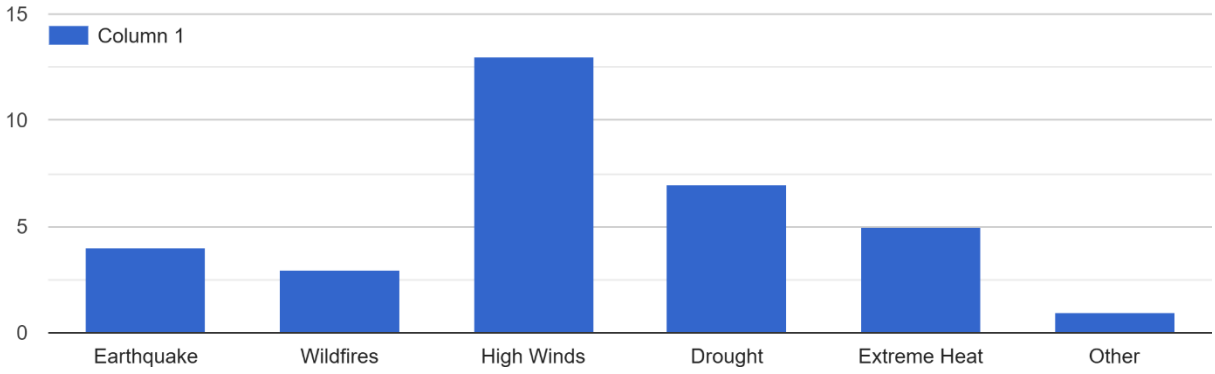


2. Have you been impacted by a natural hazard event in your current residence?

31 responses



3. If you answered yes to the previous question, please select the type of natural hazard event you have been impacted by (select all that apply).

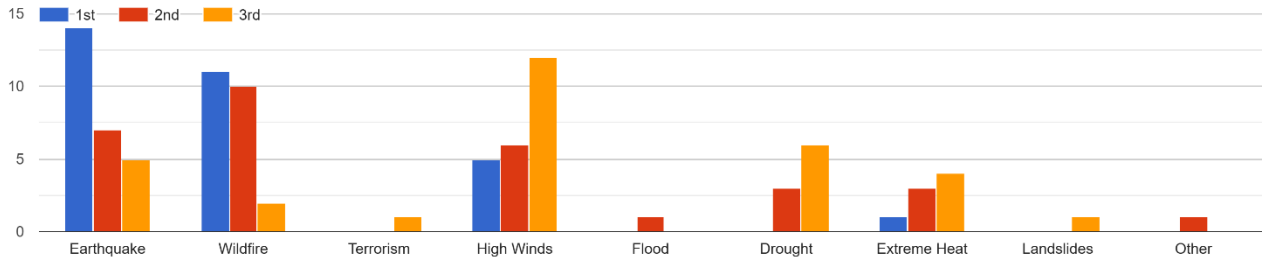


If you selected "Other" above, please list any additional hazards that have previously impacted your neighborhood or home.

1 response

Pesticide and other biodiversity inhibiting behaviors use by neighbors and city

4. The following hazards could potentially impact the city. Please mark the top THREE (3) hazards that are of most concern to your neighborhood or home.



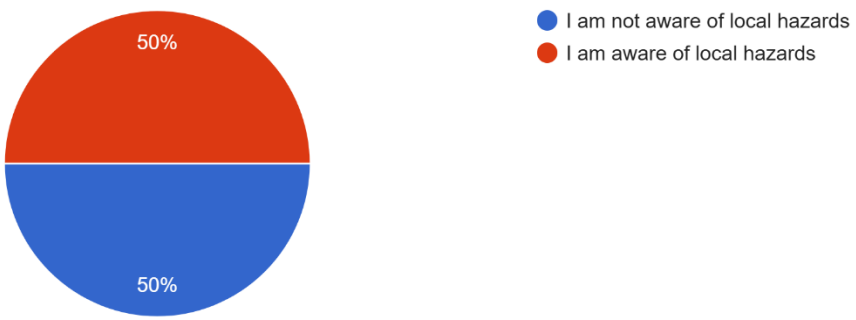
If you selected "Other" above, please list any additional hazards that have previously impacted your neighborhood or home.

2 responses

- Over grown, very old and not maintained Oak trees on 13th Street
- Pesticides, Halloween spider webs on my hedge all year from next door neighbor, light pollution, lawns

5. The planning team uses various data sources to identify hazards in your community; however, some sources do not provide data at a general city...hat you would like the planning team to consider?

32 responses



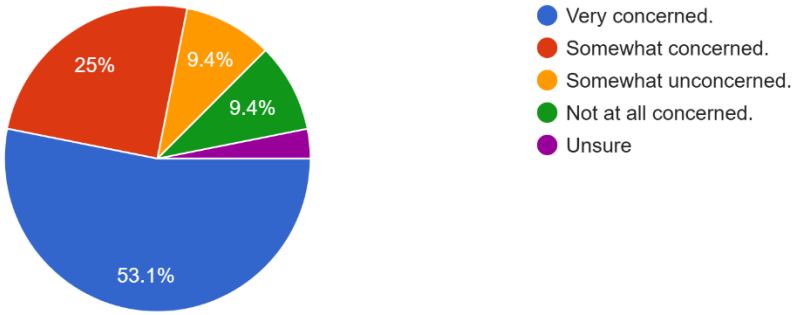
If you indicated "I am aware of local hazards" above, please provide as much detail as possible, including the location and type of hazard.

16 responses

- Overgrown brush in the Colonies area around the reservoirs. Met with Councilman James Breitling and toured last weekend.
- Pot holes
- Flammable trees and landscaping next to and between houses that could cause fires to easily spread house to house
- Euclid and Foothill- draining issues during heavy rain
- Water pools at West 15th and North Palomino
- Ponding on Benson which is adjacent to my home during severe rain
- In the recent past, there has often been a steady stream of water flowing down the gutters, on the north side of 23rd, starting from the small drainage ditch just west of West Orange Dr N. Also, there are many places in my north Upland neighborhood where sidewalks have been lifted by tree roots, creating serious tripping hazards. I have personally tripped several times, as have several of my friends.
- Euclid becomes like a river with heavy rains and water pools at various intersections.
- Heavy rain causes flooding at several intersections, including Mountain and 16th. Cleaning storm drains prior to significant rain events could mitigate some these issues.
- Ponding in the street crossing of Euclid & 7th
- 13th Street between Mountain and San Antonio has very poor drainage system, the street is literally flooded in every direction on a rainy day
- Flooding along Euclid and Mountain Ave during heavy
- Power lines above ground on 20th street and huge pine trees. You cannot have both
- Ponding at intersection of Highland Ct. and Monterey Ave. Ponding at intersection of Sultana and 7th St. Extreme heat at I-10 overpass on Sultana. No native plants used throughout city landscaping. Vehicular air pollution from Euclid traffic for pedestrians on Bridal Trail
- During large rain events, Euclid and Mountain avenues have significant flooding - large enough for vehicles to be swept down the street.
- Flooring on Euclid taking out a traffic lane

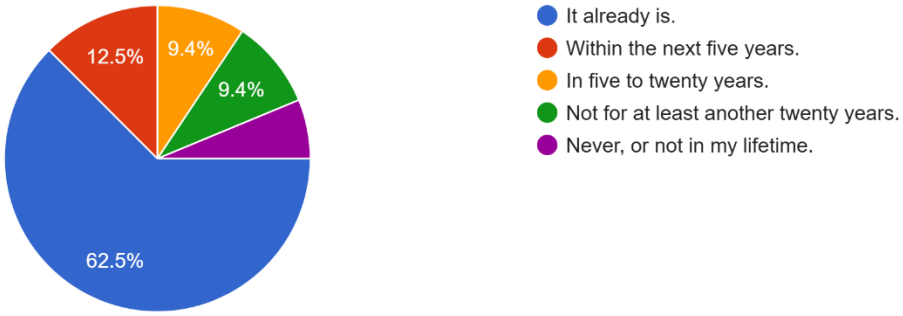
6. How concerned are you that climate change may create new hazardous situations in Upland or worsen existing natural hazards?

32 responses



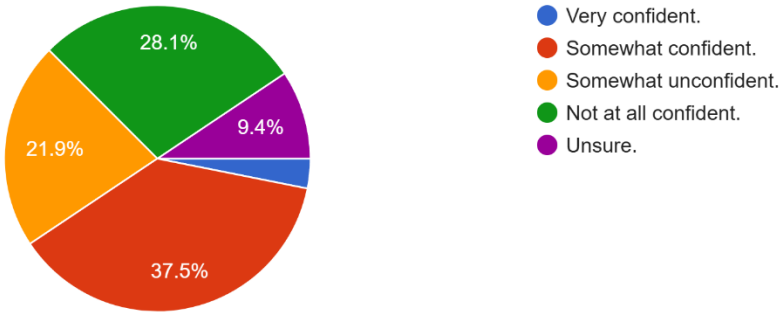
7. When do you think climate change will pose a threat to your health, property, livelihood, or overall well-being?

32 responses



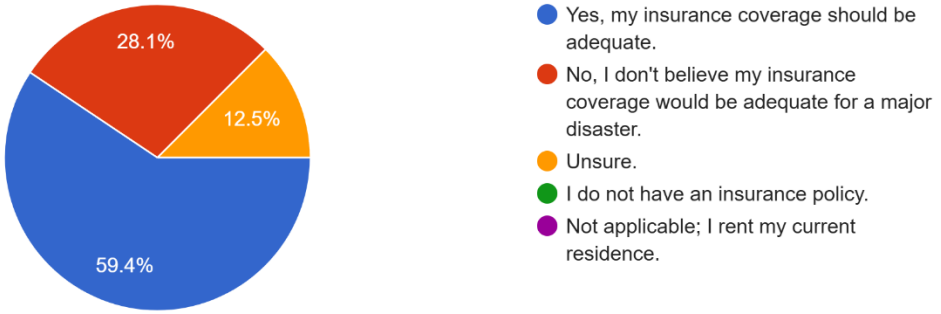
8. If you have taken any action to protect yourself against natural hazards, how confident are you that these actions will be sufficient to protect aga...t more severe hazards that may occur in the future?

32 responses



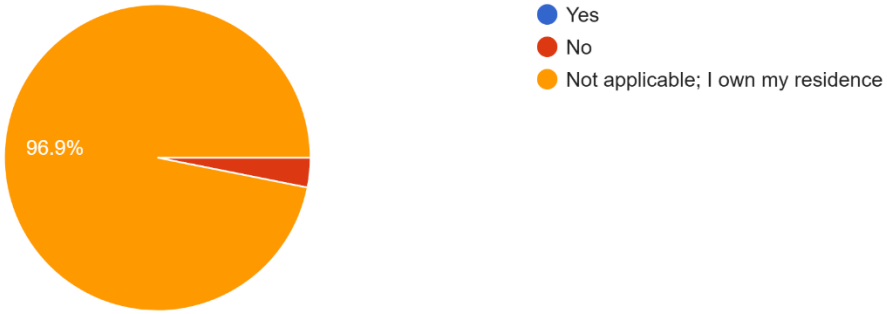
9. If you are a homeowner, do you have adequate homeowners' insurance to cover the hazards that could impact your home?

32 responses



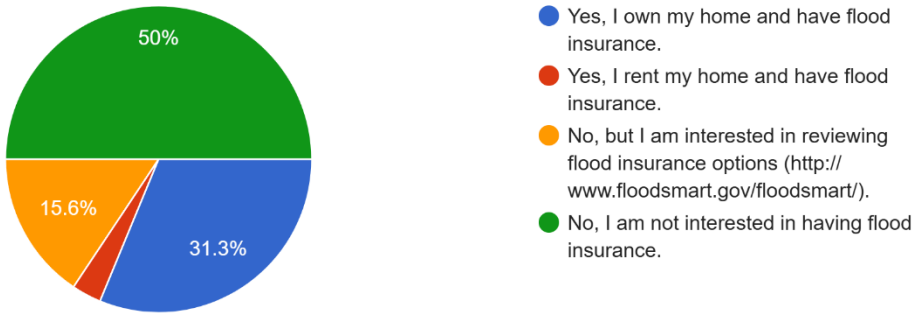
10. If you rent your residence, do you have renters' insurance?

32 responses



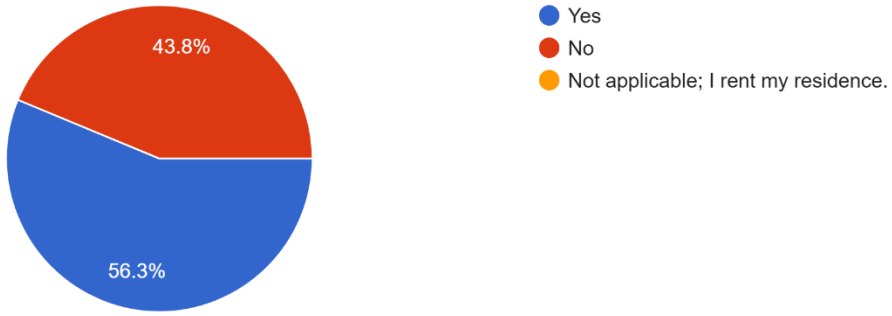
11. Do you have flood insurance for your home?

32 responses



12. Have you done anything to your home to make it less vulnerable to hazards such as earthquakes, floods, and fires?

32 responses

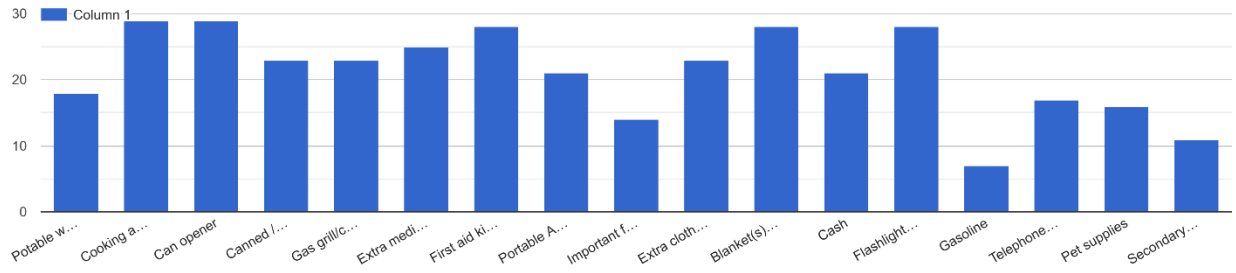


If not, do you plan to?

8 responses

- Not sure what I can do?
- Not at this time, my home is fairly secure
- Not sure what I can do other than keep my landscaping cut and a new roof I had installed
- Not sure
- Not sure what to do but I would
- No
- Maybe
- Yes

13. If a severe hazard event occurred today, such that all services were cut off from your home (power, gas, water, sewer) and you were unable to leave or access a store for 72 hours, which of these items do you have readily available?

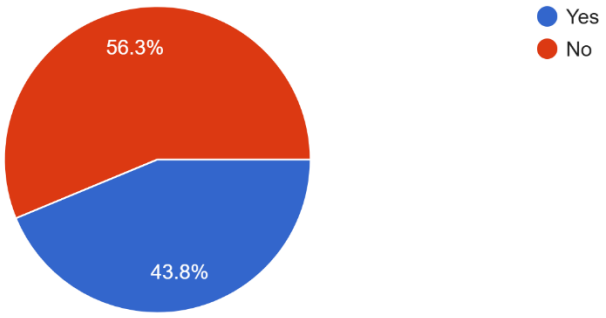


What else do you have in your emergency kit? 7 responses

- My family knows where to meet.
- Port generator. RV
- Solar charger
- Generator
- Non perishable dehydrated foods, camping supplies, vegetable garden, chickens, water filter
- I don't have a kit
- Hand tools, solar charger for phone,

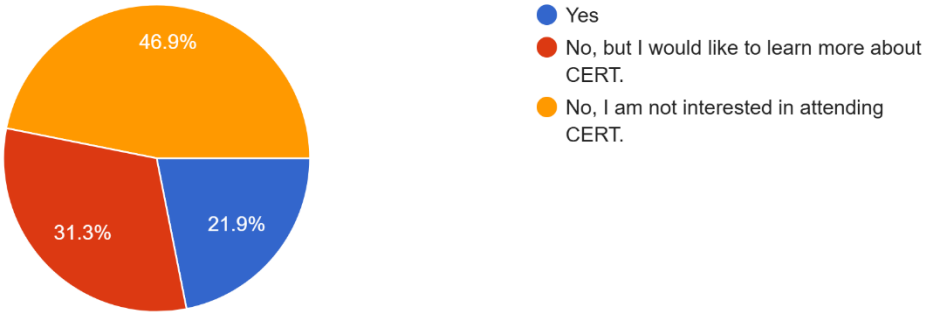
14. Are you familiar with the special needs of your neighbors in the event of a disaster situation (special needs may include limited mobility, severe medical conditions, and memory impairments)?

32 responses



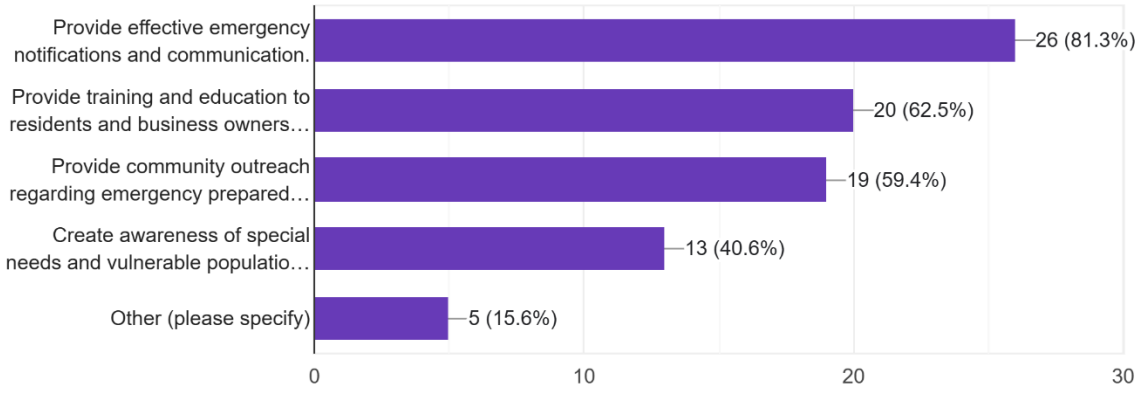
15. Are you a trained member of your Community Emergency Response Team (CERT)?

32 responses



16. How can the City help you become better prepared for a disaster? (Choose all that apply)

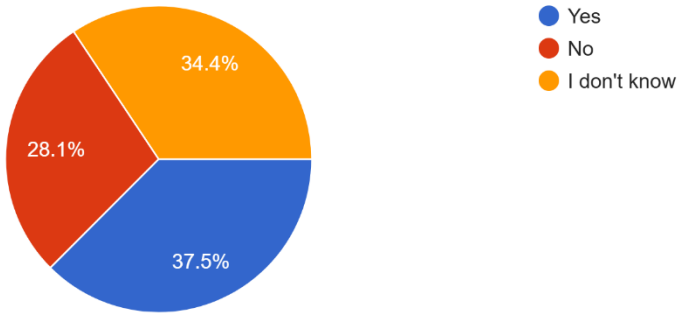
32 responses



- Recently, I heard Rick Caruso say “what’s predictable is preventable” I would ask you as a city. Are you taking care of the things that you need to take care of so that we don’t have problems as citizens? As residents of Upland we don’t know what we don’t know about these things we expect you to know and have them taken care of. Do we have enough water in case of fires are the infrastructure systems in place. Even during the most minor wind event, we are not seeing an effective response from the cities in the utilities underground power is being shut off for days at a time so that Edison can protect their financial liability rather than repairing poor systems or underground and updating and this is just during minor wind events. I see overgrown brush everywhere definitely closer than the 200 foot radius recommended I see power lines going through trees that are not attended to and I don’t know where you would begin to have the water supplies necessary to put out fires the likes of which we have recently seen. The survey seems to be more about what we’re doing is individual citizens rather than what you are doing as our government to protect us. Which is the primary reason for governments existing, to protect it’s citizens!!
- Publish information about and encourage hardening of homes through landscaping changes
- Trim or remove old and over grown trees
- Stop hazardous conditions before they start
- Improve native landscaping for more efficient water use to protect against drought and allow for more shade trees. Recognize our impact on migrating pollinators to keep CA good production healthy Teach and encourage urban homestead practices to help all residents feel more prepared and self-sufficient

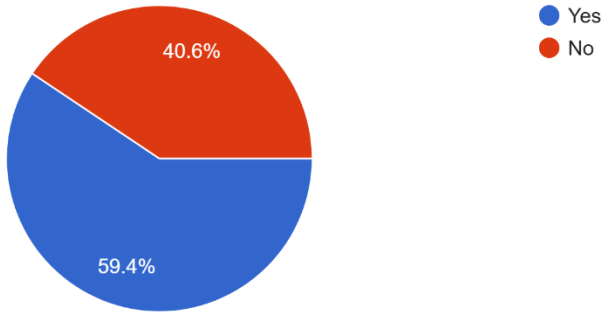
17. Does your employer have a plan for disaster recovery in place?

32 responses



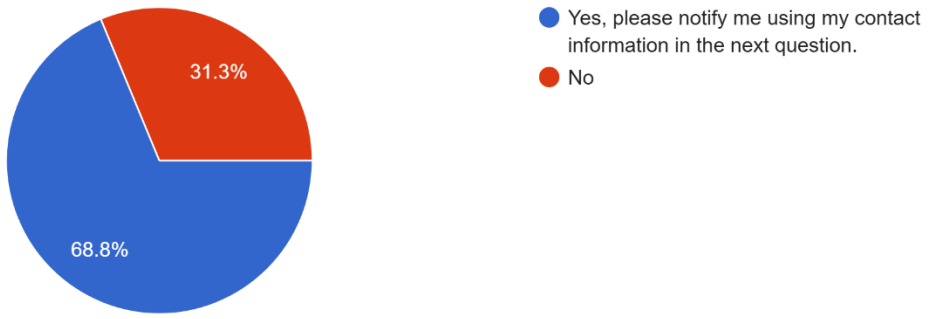
18. Does your employer have a workforce communications plan to implement following a disaster so that they can contact you?

32 responses



19. Would you like to be contacted when the Draft 2025 Upland Hazard Mitigation Plan is available for review?

32 responses



20. If you would like to be notified of future opportunities to participate in hazard mitigation and resiliency planning, please provide your name and e-mail address. Please provide your mailing address if you do not have an e-mail address.

20 responses

21. Please provide us with any additional comments/suggestions/questions regarding your risk of future hazard events.

9 responses

- This survey seems to be pointing to us as individuals when my biggest fear is you not having your house in order as the government agency that's supposed to be protecting at citizens.
- Compliments to the crews working on the trees on Euclid in Upland!
- The city should have emergency notification systems in place
- I am retired, so questions about workplace readiness are N/A
- Does this still apply since trump is leaving fema? How is our water? It seems like it's going down in quality
- Frank Amin
- I have taken TERT with my employer
- Power is critical to infrastructure and Upland pretends being tree heavy is a good thing until your out of power because there are large power poles and huge trees. Either bury powerlines underground or remove tree hazards.

Thank you for taking the time to complete this survey. If you have any questions or know of other people/organizations that should be involved, please contact the City's Emergency Services Officer at Klasha.Ray@oes.sbcounty.gov

Appendix C - Resolution of Adoption
(to be inserted after City Council approval)

Appendix D- List of Key Facilities

Category	Facilities Included	Number in Planning Area
Emergency Response Facilities	Police and fire stations	4
Government Facilities	City hall, city yard, municipal building	4
Medical and Care Facilities	Medical office, assisted living, nursing home, home health services, senior housing	11
Educational Facilities	Schools, libraries	22
Community Gathering Facilities	Recreation, senior center, youth center	13
Utility Infrastructure	Wells, water treatment	17
Transportation Infrastructure	Highway bridges, rail bridges	15
Total		**86**

The current critical facilities list was retained from the list used in the 2011 MJHMP "assets at risk". This excludes the History and Heritage Museum and the Al Natividad Center.

Currently the assets are not listed individually for security purposes, general location in provided in two maps with the plan.

This included the additions of: El Rancho Unified School District schools and Montebello School District schools, assisted living and convalescent facilities, the GRIP water recycling facility, County of Los Angeles libraries in the city, the Los Angeles Sheriff's Department (LASD) station in the city, and the three Los Angeles County Fire Department (LACoFD) stations in the City.

Appendix E – Hazard Mitigation Implementation Handbook

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City of Upland

Local Hazard Mitigation Plan Implementation Handbook

March 2026

What is this Handbook?

The Local Hazard Mitigation Plan (LHMP) for the City of Upland features an evaluation of the City's hazards as well as a variety of corresponding mitigation actions. These actions are intended to preserve public safety, maintain critical municipal government operations and services when hazard events emerge, and empower community members to take on hazard mitigation at an individual level. This Implementation Handbook (Handbook) is intended for use by City staff and decision-makers after the LHMP is adopted. It will:

- Give clear instructions following the adoption of the LHMP.
- Simplify future updates to the LHMP.
- Assist the City in preparing grant funding applications related to hazard mitigation.
- Guide annual plan review actions.

How do I use this Handbook?

This Handbook can help City staff and decision-makers in several different situations. If and when the events listed below occur, consult the respective sections of this Handbook for advice on how best to proceed:

- A disaster proclamation has been issued by the Upland City Council
- A disaster proclamation has been issued by the State of California
- A disaster declaration has been signed by the Federal Government
- I want to apply for mitigation grant funding
- Upland is undergoing its budgeting process
- Upland is holding its annual meeting of the Hazard Mitigation Planning Committee
- Upland is updating the following policy and regulatory documents:
    - The Local Hazard Mitigation Plan
    - The Safety Element of the General Plan
    - The Housing Element of the General Plan
    - The Zoning Code

Who maintains this Handbook?

The Hazard Mitigation Planning Committee (HMPC) leader is responsible for maintaining this Handbook. At the time of writing, the current HMPC leader is Damien Arrula, Assistant City Manager, Public Works Department. The HMPC may delegate this responsibility to someone else should they choose.

Take action when a disaster has been proclaimed or declared

Disasters may be proclaimed or declared by the Upland City Council, the State of California, or the federal government. Responsibilities may differ depending on who proclaims or declares the disaster. If multiple organizations proclaim or declare a disaster, consult all applicable lists.

Local emergency proclaimed by the Upland City Council

If the Upland City Council (or the Director of Emergency Services, if the City Council is not in session) proclaims a Local Emergency, take the following steps:

- ☐ Update **Attachment 1** with information about the disaster. Include information about cumulative damage, including any damage outside of Upland.
- ☐ Discuss opportunities for local assistance with the representatives from the California Office of Emergency Services (Cal OES).
- ☐ If the disaster damages local infrastructure or City-owned facilities, repair or rebuild the structure to be more resilient, following applicable hazard mitigation actions. A list of actions, organized by hazards, is included in **Attachment 4**.
- ☐ Chapter 6 of the Upland LHMP states that the City should consider updating the LHMP if a disaster causes a loss of life in the community, even if there is no state disaster proclamation or federal disaster declaration that includes part or all of the city. If there is a loss of life in Upland, consider updating the LHMP. Consult the section on updating the LHMP in this Handbook for details.

Disaster proclaimed by the State of California

If the State of California proclaims a disaster for Upland, or an area that includes part or all of Upland, take the following steps:

- ☐ Update **Attachment 1** with information about the disaster. Include information about cumulative damage, including any damage outside of Upland.
- ☐ Collaborate with representatives from Cal OES to assess the damage from the event.
- ☐ Discuss opportunities for local assistance with representatives from Cal OES.
- ☐ If the disaster damages local infrastructure or City-owned facilities, repair or rebuild the structure to be more resilient, following applicable hazard mitigation actions. A list of actions, organized by hazards, is included in **Attachment 4**.
- ☐ If the disaster may escalate into a federal disaster declaration, begin any necessary coordination with representatives from the Federal Emergency Management Agency (FEMA).
- ☐ Chapter 6 of the Upland LHMP states that the City should consider updating the LHMP if a disaster leads to a state disaster proclamation or federal disaster declaration that includes part or all of Upland, even if there is no loss of life. Consider updating the LHMP. Consult the section on updating the LHMP in this Handbook for details.

Disaster declared by the Federal Government

If the federal government declares a disaster for Upland, or any area that includes part or all of Upland, take the following steps:

- ☐ Update Attachment 1 with information about the disaster. Include information about cumulative damage, including any damage outside of Upland.
- ☐ Collaborate with Cal OES and FEMA representatives to assess the damage.
- ☐ Determine if Upland will be eligible for public assistance funds related to the federal disaster declaration. These funds can be used to reimburse the City for response and recovery activities. If the City is eligible, work with FEMA and Cal OES representatives to enact the necessary requirements and receive funding.
- ☐ If the disaster damages local infrastructure or City-owned facilities, repair or rebuild the structure to be more resilient, following applicable hazard mitigation actions. A list of actions, organized by hazards, is included in Attachment 4.
- ☐ The Hazard Mitigation Grant Program (HMGP) is a FEMA program that helps fund hazard mitigation activities after a disaster event. Upland may be eligible for funding because of the federal disaster declaration, although not all activities may meet the program's requirements. If Upland is eligible, work with FEMA to apply for this funding.
- ☐ Chapter 6 of the Upland LHMP states that the City should consider updating the LHMP if a disaster leads to a state disaster proclamation or federal disaster declaration that includes part or all of Upland, even if there is no loss of life. Consider updating the LHMP. Consult the section on updating the LHMP in this Handbook for details.

Apply for hazard mitigation grant funding

There are three potential grant funding programs that FEMA administers for hazard mitigation activities:

1) Building Resilient Infrastructure and Communities (BRIC)[1]
2) Flood Mitigation Assistance (FMA)
3) Hazard Mitigation Grant Program (HMGP)

BRIC and FMA programs are available to communities with an LHMP that complies with FEMA guidelines and has been adopted within the past five years. This section discusses the BRIC and FMA programs and how to apply for them.

The HGMP program is available for communities that are part of a federal disaster declaration. The HMGP was previously discussed above, under the "Disaster declared by the Federal Government" subsection of “What do I do when a disaster has been proclaimed or declared?”

Apply for Building Resilient Infrastructure and Communities (BRIC)

Building Resilient Infrastructure and Communities (BRIC) will support states, local communities, tribes, and territories as they undertake hazard mitigation projects, reducing the risks they face from disasters and natural hazards. BRIC is a FEMA pre-disaster hazard mitigation program that replaced the Pre-Disaster Mitigation (PDM) program.

The BRIC program's guiding principles are supporting communities through capability- and capacity-building, encouraging, and enabling innovation, promoting partnerships, enabling large projects, maintaining flexibility, and providing consistency.

Development projects must be identified in a hazard mitigation plan that meets FEMA guidelines and has been adopted within the past five years. When applying to this program, review the list of hazard mitigation actions in Attachment 4 to see which projects may be eligible. Planning efforts for communities that lack a valid hazard mitigation plan may be eligible for funding if the effort would create a valid hazard mitigation plan. All BRIC grant applications are processed through the State. To learn more, consult with Cal OES representatives or visit the FEMA webpage for the program. At the time of writing, this webpage is available at https://www.fema.gov/grants/mitigation/building-resilient-infrastructure-communities.

To apply:

- ☐ Confirm that the program is currently accepting funding applications. Check with representatives from Cal OES or consult the Cal OES webpage on the BRIC program. At the time of writing, this webpage is available at https://www.fema.gov/grants/mitigation/building-resilient-infrastructure-communities.
- ☐ Identify the actions from the hazard mitigation strategy (see Attachment 4) that call on the City to pursue funding or list grants as a potential funding source. Confirm that the actions are consistent with the requirements of the BRIC grant.

[1] The BRIC Program still exists; however, it is currently not being funded.

- ☐ Coordinate with Cal OES representatives to compile and submit materials for the grant application.

Apply for Flood Mitigation Assistance (FMA)

The FMA grant program is a competitive, national program that awards funding for physical development projects and planning efforts that mitigate against long-term damage from flooding. The funding is only available to communities participating in the National Flood Insurance Program (NFIP), which Upland currently does. Communities must also have a valid hazard mitigation plan that meets FEMA guidelines to be eligible, and all projects must be consistent with the list of actions in the hazard mitigation strategy. When applying to this program, review the list of hazard mitigation actions in Attachment 4 to see which projects may be eligible. As with the BRIC program, applications for the FMA program must be processed through the State. To view more information, consult with Cal OES representatives or visit the FEMA webpage on the program. At the time of writing, this webpage is available at https://www.fema.gov/grants/mitigation/floods.

To apply:

- ☐ Confirm that the program is currently accepting funding applications. Check with representatives from Cal OES or consult the Cal OES webpage on the FMA program. At the time of writing, this webpage is available at https://www.fema.gov/grants/mitigation/floods.
- ☐ Identify the actions from the hazard mitigation strategy (see Attachment 4) that call on the City to pursue funding or list grants as a potential funding source. Confirm that the actions are consistent with the requirements of the FMA grant.
- ☐ Coordinate with Cal OES representatives to compile and submit materials for the grant application.

Incorporate hazard mitigation planning into Upland's budgeting process

Upland's budget process is an ideal opportunity to secure funding for hazard mitigation actions and to ensure that hazard mitigation efforts are incorporated into the City's fiscal priorities. Upland currently operates on an annual budget cycle that runs from July 1st to June 30th.

During this process, City staff should take the following steps to incorporate hazard mitigation into Upland's annual budget:

- ☐ Include hazard mitigation activities into Upland's list of Capital Improvement Projects (CIP). Review the list of hazard mitigation actions in **Attachment 4** and identify the projects that can be included in the CIP or can support efforts within the CIP.
- ☐ Review the risk and threat assessments in the LHMP (Chapter 3 and Chapter 4) to ensure that all items in the CIP list are planned, designed, and constructed to minimize the threat from hazard events.
- ☐ Identify opportunities to identify stand-alone hazard mitigation actions through the annual budget process. Include appropriate items from Attachment 4 in the budget as stand-alone line items, particularly items that the Hazard Mitigation Planning Committee (Planning Team) considered a high priority.
- ☐ Set aside staff to conduct hazard mitigation activities, including time to participate in Planning Team meetings and research, prepare, and submit BRIC and FMA grant opportunities (consult the "I Want to Apply for Mitigation Grant Funding" section above).
- ☐ Ensure hazard mitigation activities are reflected in each department's priorities and earmarked time for specific goals.

Plan the annual meeting of the Upland Hazard Mitigation Planning Committee

The hazard mitigation planning process brings together representatives from multiple City departments as well as other relevant stakeholders. It provides a forum to discuss the hazards in Upland and how to mitigate them effectively. As mentioned in Chapter 6 of the LHMP, the Planning Committee should meet at least once each year, beginning a year after the LHMP is adopted. During these meetings, the Planning Committee should discuss implementation progress and integration of hazard mitigation actions in other City documents. At these meetings, the Planning Committee can review the status of the hazard mitigation actions and discuss whether completed or in-progress actions are working as expected. These meetings also allow the Planning Committee to strategically plan for the upcoming year.

It may help the Planning Committee to meet early in the year, in advance of annual budget activities. **Attachment 3** contains an example of a Planning Committee Meeting Agenda.

The annual meeting should include representatives from City departments and other organizations that originally prepared the LHMP. Representatives from other relevant organizations should also be invited. During the preparation of the current LHMP, the following individuals were part of the Planning Committee:

TABLE 1-1: UPLAND HAZARD MITIGATION PLANNING COMMITTEE (HMPC)

Name	Title	Department
Chris Alanis	Interim Public Works Director	Public Works Department
Damien Arrula	Assistant City Manager	City Manager's Office
Marcelo Blanco	Chief of Police	Upland Police Department
Bob Critchfield	Principal Engineer	Public Works Department, Engineering Division
Robert Dalquest	Director	Development Services Department
Ed Diggs	Interim Utilities Manager	Public Works Department, Utilities Division
Jessica Escoto	Parks and Recreation Manager	Community Services Department, Recreation and Community Services Division
Loralee Farris	Planning Manager	Development Services Department, Planning Division
Norberto Ferreira	Chief Water Treatment Operator	Public Works Department, Water Quality Division
Tanya Garcia	Management Analyst	Public Works Department
Richard Jeganathan	IT Manager	Administrative Services Department, Information Technology Division
Jason Lara	Management Analyst	Public Works Department
Tracy Montez	Dispatch Supervisor	Upland Police Department
Christopher Morgan	Building Official	Development Services Department, Building and Safety Division
Stephen Parker	Assistant City Manager	City Management
Klasha Ray	Emergency Services Officer	San Bernardino County of Emergency Services

TABLE 1-1: UPLAND HAZARD MITIGATION PLANNING COMMITTEE (HMPC)		
Name	**Title**	**Department**
Justin Salgado	Emergency Services Officer	San Bernardino County of Emergency Services
Richard Smiderle	Operations Manager	Public Works Department, Operations Division
Staci Sullivan	Finance Manager	Finance
Lon Teague	Patrol Operation Commander	Upland Police Department
Cecilia Todd	Deputy Director of Human Resources and Risk Management	Administrative Services Department, Human Resources/Risk Management Division
Marc Warner	Utilities Supervisor	Public Work Department
Aaron Pfannenstiel	Consultant	Atlas Planning Solutions
Crystal Stueve	Senior Planner	Atlas Planning Solutions

In advance of Planning Team meetings, consider using **Attachment 1** to maintain an accurate list of recent disaster events that have occurred in and around Upland since the LHMP was adopted. At the Planning Team meeting, review the Plan Maintenance Table (**Attachment 2**) to identify any gaps in the LHMP or any other component of the plan that needs updating. This also allows Planning Team members the opportunity to review the actions in the hazard mitigation strategy (**Attachment 4**) and ensure that they are implemented as intended.

Regularly maintain Upland policy and regulatory documentation

If Upland is updating the Local Hazard Mitigation Plan (LHMP), the Safety Element or Housing Element of the General Plan, or the Zoning Code, consult the following applicable section.

Maintenance of the Local Hazard Mitigation Plan

All LHMPs should be updated every five years. This helps keep the plan up to date and ensures that it reflects the most recent guidance, requirements, science, and best practices. An updated LHMP also helps keep Upland eligible for hazard mitigation grants that require a valid, recent LHMP (see "I Want to Apply for Mitigation Grant Funding"), along with an increased amount of post-disaster recovery funds.

The update process for the LHMP takes approximately one year. To ensure that a new LHMP comes into effect before the previous one expires, the update process should begin no later than four years after the plan is adopted. Updates may occur sooner at the City's discretion. Potential reasons for updating the LHMP sooner may include a state disaster proclamation or federal disaster declaration that covers part or all of Upland, or if a disaster leads to a loss of life in Upland (see the "What to Do When a Disaster Has Been Proclaimed or Declared" section), as discussed in Chapter 6 of the LHMP.

Take the following steps to update the LHMP:

Assemble the Hazard Mitigation Planning Committee

- ☐ Convene a Planning Team meeting no later than four years after the LHMP is adopted. Invite the regular Planning Team members, along with representatives from other organizations that may have a role to play in the update process.
- ☐ Review the current status of mitigation actions, including if there are any that are not being implemented as planned or are not working as expected. Determine if there have been any changes in hazard events, regulations, best practices, or other items that should be incorporated into an updated LHMP.
- ☐ Decide if there is a need for a technical consultant to assist with the LHMP update and conduct consultant selection activities if needed. If a consultant is desired, the selection process should begin a few months before the update begins.
- ☐ Create and implement a community engagement strategy based on the strategy prepared for the existing LHMP. Describe in-person and online engagement strategies and materials, including ideas for meetings and workshops, draft community surveys, content for websites and press releases, and other materials that may be useful.

Update the risk and threat assessments

- ☐ Review and update the risk assessment to reflect the most recent conditions in Upland. Consider recent hazard events, new science associated with hazards and climate change, new development and land use patterns, and other recent changes in local conditions.

- ☐ Evaluate the status of all key facilities. Update this list if new facilities have been constructed or if existing facilities have been decommissioned. Re-assess the threat to key facilities.
- ☐ Review the demographics of community residents and update the threat assessment for vulnerable populations and other community members.
- ☐ Assess any changes to the threat to all other community assets, including key services, other facilities, and economic drivers.

Update the mitigation actions

- ☐ Update the existing hazard mitigation actions to reflect actions in progress. Remove actions that have been completed or revise them to increase their effectiveness. Revise actions that have been abandoned or delayed by making them more feasible or remove them from the list of mitigation actions if they are no longer appropriate for Upland.
- ☐ Develop mitigation actions to improve the status of hazard mitigation activities in Upland by addressing any issues not covered by the existing LHMP.
- ☐ The ability to expand current mitigation capabilities will generally be reliant upon the budgeting allocated for each department/program for that fiscal year. The level at which these programs may or may not be expanded upon, will be dependent upon the amount of funding received. FEMA has released a series of guides over the past few years which highlight some of the ways in which jurisdictions can expand mitigation. Some strategies for increasing current mitigation capabilities may include:
    - City should actively identify, adopt, and enforce the most current set of development codes and standards available. Strongly encouraging new development to be constructed to higher standards than currently required, increasing resilience within the community.
    - Engaging parts of the community that may not be actively involved in mitigation efforts.
    - Expanding the number and types of organizations involved in mitigation planning and implementation, increasing both efficiency and bandwidth.
    - Fostering new relationships to bring underrepresented populations and partners to the hazard mitigation planning process.
    - During the annual LHMP review, the HMPC should look for opportunities to fund and expand/enhance the effectiveness of current mitigation actions.
    - During annual budgeting processes, the City should identify new funding sources (bonds, grants, assessment districts, etc.) that can be used to support existing capabilities enhancements.
- ☐ Ensure that the feedback from the community engagement activities is reflected in the new and updated mitigation actions.

Review and adopt the updated plan

- ☐ Review the other chapters and appendices of the LHMP to reflect any changes made through the update process.
- ☐ Release the updated plan to the Planning Team members and revise the plan to reflect any comments by Planning Team members.
- ☐ Distribute the updated Plan to any appropriate external agencies not included in the Planning Team and revise the plan as appropriate in response to any comments.
- ☐ Release the updated plan publicly for review and make revisions to the plan to reflect public comments.
- ☐ Submit the plan to the Upland City Council for adoption.
- ☐ Submit the plan to Cal OES and FEMA for approval and make any necessary revisions.

Maintenance of the Safety Element of the General Plan

The Safety Element is a required component of Upland's General Plan. It can be updated as a stand-alone activity or as part of a more comprehensive process to update multiple sections or all of the General Plan. The Safety Element does not need to be updated on any set schedule, but updates should be frequent enough for the element to remain current and applicable to the community.

Local communities can incorporate their LHMP into their Safety Element as allowed under Section 65302.6 of the California Government Code, as long as the LHMP meets minimum federal guidelines. This allows communities to be eligible for an increased share of post-disaster relief funding from the State if a hazard situation occurs, as per Section 8685.9 of the California Government Code.

Take the following steps to incorporate the LHMP into the Safety Element:

Incorporate new requirements into the Safety Element and ensure that the LHMP and Safety Element are consistent

- ☐ Review the requirements for Safety Elements in Section 65302(g) of the California Government Code and for LHMPs in Section 65302.6. Ensure that both documents meet all state requirements.
- ☐ Ensure that the information in both plans does not contradict each other and that any inconsistencies are corrected to use the most accurate and appropriate information. This information should include a community description, a risk assessment, and a threat assessment.
- ☐ Ensure that the policies in the Safety Element support the LHMP and provide a planning framework for specific hazard mitigation actions.

Maintenance of the Housing Element of the General Plan

The Housing Element is a required component of Upland's General Plan. Section 65583 of the California Government Code requires a Housing Element to analyze and plan for new residential growth in a community, including residential growth for households with an annual income below the area median. Like an LHMP, state regulations require the Housing Elements to be updated regularly to remain current and valid.

The Housing Element is not required to contain any information or policies related to hazards, although it may include policies that address retrofitting homes to improve resiliency. However, state law links the regular schedule of Housing Element updates to mandatory revisions to other General Plan elements. For example, Section 65302(g)(2) of the California Government Code requires that communities that update their Housing Element on or after January 1, 2009, also update their Safety Element to include specific information and policies related to flood protection. As the LHMP is incorporated into the Safety Element, updates to the Housing Element may indirectly trigger updates to the LHMP.

To update the LHMP concurrent with updates to the Housing Element, take the following steps:

Ensure that the LHMP meets any new requirements for the Safety Element that may be triggered by a Housing Element update

- ☐ Section 65302(g) of the California Government Code lists several requirements for the Safety Element of the General Plan. Some of these requirements are triggered by updates to the Housing Element. Check to see if there are any new requirements of this nature. Note that the requirement is linked to the new Housing Element's adoption date, not the date the update process begins.
- ☐ Because the LHMP is incorporated into the Safety Element, any amendments or revisions to the Safety Element triggered by the Housing Element update may be made directly in the LHMP. Requirements triggered by the Housing Element are unlikely to require a full rewrite of the LHMP, but the process should fully involve the Planning Team and include appropriate community engagement.
- ☐ Adopt the updated LHMP and incorporate it into the Safety Element. If necessary, amend the Safety Element to ensure the two documents are consistent (review the "Incorporate New Requirements Into the Safety Element, and Ensure that the LHMP is Consistent with the Safety Element" subsection above).

Maintenance of the Upland Floodplain Management Ordinance

Upland's Floodplain Management Ordinance contains a set of standards that guide land uses and development in the community. These standards include where different types of buildings and land use activities may be located, how these structures must be built, and how they must be operated or maintained. This ordinance includes requirements that structures (particularly new structures or those undergoing substantial renovations) incorporate hazard-resistant features, be located outside the most hazard-prone areas, or take other steps to reduce hazard vulnerability.

All communities in California are required to adopt the minimum state Building Standard Code (BSC), which includes some hazard mitigation requirements for new or significantly renovated structures. The BSC is generally updated every three years, with supplemental code updates halfway into each update cycle. Ordinance 1427 "Model Floodplain Management Ordinance for

Special Flood Hazards" contains building regulations and incorporates the BSC. Other sections of the Code adopt additional standards as desired by the City that adapts the BSC to Upland's local context.

As a participant in the National Flood Insurance Program (NFIP), Upland is required to incorporate Floodplain Management Requirements in its Zoning Code, which is contained within this ordinance. These regulations establish standards for developing and operating facilities within mapped flood-prone areas. Other sections of the Upland Municipal Code may include additional standards related to hazard mitigation activities.

With the exception of the Floodplain Management Regulations and the minimum standards in the BSC, Upland is not required to incorporate hazard-related requirements in the Municipal Code. However, the Municipal Code is an effective tool for implementing hazard mitigation measures related to the siting, construction, and operation of new buildings and other structures. Substantial updates to the Municipal Code, including the Buildings and Construction and Zoning Code sections, should be done in a way that is consistent with the LHMP.

Include hazard-related requirements in applicable sections of the Upland Code of Ordinances

- ☐ If the BSC is being updated, evaluate the hazard-related requirements of all sections in the new BSC. Identify any areas where it may be feasible to add or revise standards to help reduce the threat from hazard events. Ensure that these standards are consistent with the LHMP. Consider whether standards should be applied to all structures, to specific types of structures, or to structures in a limited area (such as a flood plain).
- ☐ If the Zoning Code is being updated, ensure that all requirements do not expose community members or community assets to an excessive risk of harm. Where feasible, use the requirements to strengthen community resiliency to hazard events. Ensure that these standards are consistent with the LHMP. Consider possible standards such as overlay zones that strengthen zoning requirements in hazard-prone areas, landscaping, and grading requirements that buffer development from hazards, siting, and design standards that make structures more resilient, and other strategies as appropriate.

ATTACHMENT 1: DISASTER INFORMATION TABLE

Use this table to fill out the information about any disaster events that have occurred in Upland or nearby and have affected the community. Include the date and location of the disaster event, the damages associated with the event, and any information about disaster proclamations or declarations resulting from the event.

DISASTER INFORMATION			
Date	**Location**	**Damages***	**Declaration Details†**

* Includes number and type of injuries, number of deaths, and cost of physical damage

† If the disaster was proclaimed or declared by the local, state, and/or federal government

ATTACHMENT 2: PLAIN MAINTENANCE TABLE

Use this table when reviewing the LHMP as part of the Planning Team's annual activities. For each section of the LHMP, note if any changes should be made to make the plan more effective for the community. This includes noting if anything in the LHMP is incorrect or if any important information is missing. Make revisions consistent with these notes as part of the next update to the LHMP.

PLAN MAINTENANCE			
Section	**Is Anything Incorrect?**	**Is Anything Missing?**	**Should Any Other Changes Be Made?**
Multiple sections or throughout			
Chapter 1: Introduction			
Chapter 2: Community Profile			
Chapter 3: Risk Assessment			
Chapter 4: Threat Assessment			
Chapter 5: Mitigation Strategy			
Chapter 6: Plan Maintenance			
Appendices			

ATTACHMENT 3: SAMPLE AGENDA AND TOPICS FOR THE HAZARD MITIGATION PLANNING COMMITTEE

This attachment includes a sample agenda and discussion topics for the annual meeting of the Planning Team. Meetings do not have to follow this order or structure, but the items included in this attachment should be addressed as part of the annual meeting. During the update process for the LHMP, it is likely that the Planning Team will meet more frequently. The meetings of the Planning Team during the update process will involve different discussion topics.

ITEM 1. RECENT HAZARD EVENTS

1.1 What hazard events have occurred this past year in Upland or nearby in a way that affected the community?

- Identify events that caused loss of life or significant injury to Upland community members, significant property damage in Upland, or widespread disruption to Upland.
- More minor events should also be identified if there is a need for a community response to mitigate against future such events.

1.2 What are the basic facts and details behind any such hazard events?

- Consider the size and location of the affected area, any measurements of severity, any injuries and deaths, the cost of any damage, the number of people displaced or otherwise impacted, and other relevant summary information.
- Ensure that these facts and details are clearly recorded for future plan updates, including using the Disaster Information Table (Attachment 1).

ITEM 2. MITIGATION ACTION ACTIVITIES

2.1 What mitigation actions have been fully implemented? Are they working as expected, or do they need to be revised?

2.2 What mitigation actions have started to be implemented since the Planning Team last met? Is the implementation of these actions proceeding as expected, or are there any barriers or delays? If there are barriers or delays, how can they be removed?

2.3 What mitigation actions are scheduled to begin implementation in the next year? Are there any factors that could delay implementation or weaken the effectiveness of the actions? How can these factors be addressed?

2.4 What resources are needed to support planned, in-process, or ongoing mitigation actions? Does the City have access to these resources? If not, how can the City obtain access to these resources?

ITEM 3. INFORMATION SHARING

3.1 Is the City communicating with all appropriate local jurisdictions, including neighboring communities, San Bernardino County, and special districts? This should include information on district-specific hazard situations, mitigation actions, and other relevant information.

3.2 Is the City communicating with the appropriate state and federal agencies? Is the City receiving information about new regulations, best practices, and data related to hazard mitigation activities?

3.3 Are there opportunities for the City to improve coordination with local, state, and federal jurisdictions and agencies?

ITEM 4. BUDGETARY PLANNING

4.1 What are the financial needs for Upland to support the implementation of planned and in-process mitigation actions, including ongoing items? Is there sufficient funding for all measures in the LHMP that are planned for the next year, including in-process and ongoing items? If sufficient funding is unavailable, how can the City obtain these funds?

4.2 If it is not feasible for the City to support all planned, in-process, or ongoing mitigation actions, which ones should be prioritized?

4.3 Are there hazard-related activities not included in the LHMP that should be budgeted for? Can the City obtain the necessary funding for these activities?

ITEM 5. STRATEGIC PLANNING

5.1 Which grants are available for hazard mitigation activities, and which activities are best positioned to secure funding?

5.2 How should the agencies and other organizations represented on the Planning Team coordinate to maximize the chances of receiving funding?

5.3 Are there any scheduled or anticipated updates to other City documents that could relate to hazard mitigation activities? How can the Planning Team share information with staff and any technical consultants responsible for these updates and ensure that the updates will enhance community resiliency?

5.4 What capital projects are scheduled or anticipated? Are these capital projects being designed and built to be resistant to hazard events? Are there opportunities for these projects to support hazard mitigation activities?

5.5 How can Planning Team members coordinate efforts with those responsible for capital projects to take advantage of economies of scale that will make implementing hazard mitigation activities easier?

5.6 Has it been four years since the adoption of the LHMP? If so, lay out a timeline for plan update activities, including additional meetings of the Planning Team. Identify if a technical consultant is needed and begin the contracting process.

5.7 Are there any other opportunities for Planning Team members and the organizations they represent to coordinate efforts?

ITEM 6. NEW BUSINESS

6.1 Are there any other items related to the Planning Team's mission?

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
Emergency Preparedness Activities						
P01	Conduct regular emergency preparedness drills and training exercises for City staff.	General Fund, EMPG	Emergency Management, Fire		Ongoing	Medium
P02	Expand participation in the Upland Community Emergency Response Team (CERT) program.	General Fund, EMPG	Emergency Management, Fire		Ongoing	Low
P03	Verify that community evacuation plans include provisions for community members who don't have access to private vehicles or are otherwise unable to drive.	General Fund, EMPG	Emergency Management, Fire		Ongoing	Medium
P04	Continue to provide effective emergency notifications through multiple media formats, in languages appropriate for the community, about pending, imminent, or ongoing emergency events. Plan to make information accessible to people with access and functional needs.	General Fund, EMPG	Emergency Management, Fire		Ongoing	Medium
P05	Continuously update response procedures for first responder departments to properly address new hazard events as they emerge.	General Fund, EMPG	Emergency Management, Fire		Ongoing	Low
P06	Increase the number of City staff members who have CalOES Safety Assessment Program (SAP) credentials.	General Fund, EMPG	Emergency Management, Fire, Building and Safety Division, Community Development Department		Ongoing	Medium
P07	Establish or update agreements with local schools so that school facilities can function as evacuation sites during major emergencies.	General Fund, EMPG	Emergency Management, Fire		Ongoing	Medium

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
Multiple Hazards						
MH01	Install digital signage in key locations to aid in public outreach and information dissemination during emergency events.	General Fund, EMPG	Emergency Management, Fire, Public Works Department	$	2027	Low
MH02	Amend Municipal Code Title 17, Part 3, §17.15.220.H(3) to allow emergency-related public service messages to constitute up to 50% of messages displayed during a one-hour period on all permitted electronic changeable-copy signs during a proclaimed emergency.	General Fund	Emergency Management	$	2026	Low
MH03	Conduct routine updates to Facility Conditions Assessments for City-owned infrastructure and other utilities and coordinate with other agencies to ensure inspections of other important infrastructure. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Building and Safety Division	$$	Annually	Low
MH04	Collaborate closely with community groups to increase awareness of hazard events and resiliency opportunities among socially vulnerable community members, including those experiencing homelessness. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Community Development Department, Community Services Department	$	Annually	Low
MH05	Closely monitor changes in the boundaries of mapped hazard areas resulting from land use changes or climate change and adopt new mitigation actions or revise existing ones to ensure continued resiliency. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Community Development Department	$	Annually	Low

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
MH06	Integrate policy direction and other information from this Plan into other City documents, including the General Plan, Emergency Operations Plan, and Capital Improvements Program. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	All Departments	$	Following All Plan Updates	Medium
MH07	Monitor funding sources for hazard mitigation activities. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Fire	$	Annually	Low
MH08	Integrate climate change mitigation and adaptation information and analysis into future LHMP updates and other City plans, where practicable. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	All Departments	$	Following All Plan Updates	Low
MH09	Update the City's Master Plans periodically (in conjunction with the LHMP and CIP) to incorporate new data/ mapping and/or address emerging issues. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works Department, Community Development Department	$$	Following LHMP/CIP Updates	Medium
MH10	Create an inventory of all senior centers, mobile home parks (especially those located in the VHFHSZ), and other vulnerable populations to ensure that this population group is accounted for in emergency scenarios where evacuation is required. (Hazards addressed: All)	General Fund, BRIC/ HMGP Grants, Other Grants	Fire, Community Services Department	$	Annually	Medium
Seismic Hazards (Fault Rupture, Seismic Shaking)						
EQ01	Develop projects and programs to install automatic gas shut-off valves in residential, commercial, and public buildings.	HMGP, HUD	Development Services (Building and Safety), Public Works	$	Long Term	Low

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
EQ02	Conduct an educational campaign to incentivize and promote medium-scale seismic retrofits, such as window films to minimize shattering, rooftop-mounted equipment anchors, masonry chimney bracing, and other preventative measures to reduce damage to private buildings.	General Fund, EMPG, HMGP Grants, California Earthquake Authority Grants, Other Grants	Fire, Community Development Department	$	Long Term	Low
EQ03	Develop a small project-based retrofit program to assist homeowners with simple earthquake mitigation activities (i.e., water heater straps, furniture anchoring, gas shut-off tools, and other emergency supplies) to reduce strain on City resources during an event.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	Fire	$	Long Term	Low
EQ04	Develop and sponsor projects and programs to brace new or relocated mobile homes to resist earthquakes	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants	Building and Safety Division		2027	Medium
EQ05	Conduct a seismic analysis of all City-owned key facilities and retrofit vulnerable facilities.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	Public Works Department	$	2027	Medium
EQ06	Require periodic inspection by the Office of Building and Safety of all critical, essential, and high-occupancy buildings to identify potential hazards in the event of a major earthquake. When hazards are identified, require mitigation by the owner.	General Fund, EMPG, California Earthquake Authority Grants, Other Grants	Building and Safety Division	$	2027	Low

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
EQ07	To the extent feasible, construct all new City-owned facilities to remain operational in the event of a major earthquake.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	Public Works Department	$$$	2028	Low
EQ08	Retrofit key critical facilities with seismically rated window film treatments that prevent glass windows from shattering during a strong seismic event.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	Public Works Department	$$	2028	Low
EQ09	Improve local understanding of the threat of a major earthquake by conducting a citywide assessment modeling potential losses due to destroyed and damaged structures, and interruptions to key services.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	Building and Safety Division	$	2028	Low
EQ10	Analyze the City's building and housing stock to create an inventory of seismically vulnerable buildings (unreinforced masonry, soft-story construction, non-ductile concrete buildings) within the city and conduct an educational program providing information on how to begin the process of seismically retrofitting these buildings.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	Public Works Department, Community Development Department	$$	2027	Medium
Fire (Wildland Fire, Wildland / Urban Interface Fire)						
F01	Develop and sponsor an enhanced public education program based on targeted needs that encourages the public to take responsibility for wildfire protection.	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Fire	$	Annually	Low

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
F02	Develop and sponsor a defensible space management program to support CA Public Resource Code § 4291.	Cal Fire Grants, Other Grants	Fire	$	Long Term	Low
F03	Require development applicants in areas of identified fire risk to prepare a site-specific fire protection plan.	General Fund	Community Development Department	$	Long Term	Low
F04	Require applicants to fund expansion of local fire protection services by payment of appropriate impact fees.	General Fund	Development Services	$	Ongoing	Low
F05	Continue to disseminate an informational brochure on design and construction standards required in the Fire Hazard Overlay through the Division of Building and Safety.	General Fund, HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Building and Safety Division	$	Ongoing	Low
F06	Promote the proper maintenance and separation of power lines and efficient response to fallen power lines, particularly in the WUI and VHFHSZs.	General Fund, HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Fire, Public Information Officer	$	Annually	Low
F07	Identify funding for existing non-conforming retrofits in fire-prone areas to use non-combustible building materials such as masonry, brick, stucco, concrete, steel, or others as appropriate. Establish defensible space zones around homes in these areas to reduce fire vulnerability.	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Fire	$$	Annually	Medium

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
F08	Routinely participate in regional areas focused on wildfire preparedness and investigate the feasibility of developing additional defensible space and home hardening guidance for existing structures.	General Fund, HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Fire	$	Annually	Low
F09	Create a rapid response plan from among Upland's and surrounding counties' first responders to secure hospital, nursing, and assisted-living facilities, especially those located within fire hazard severity zones.	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Fire	$	2027	Low
F10	Clear dead vegetation and invasive plants in flood control facility footprints, trails, parks, and open spaces, especially during and after a drought episode.	General Fund, HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Fire	$	Annually	Low
F11	Coordinate with surrounding jurisdictions on home hardening and vegetation management assessments to assist residents in understanding and addressing wildfire risk.	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Fire	$	Annually	Low
F12	Conduct regular fuel modification projects and clear vegetation to reduce fire hazard risks, such as removal of dead vegetation and invasive plants in parks, open spaces, and right-of-way embankments and creating larger buffers within the wildland-urban interface.	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Fire, Public Works Department	$$	Annually	Low

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
F13	Create a fire-adapted landscape program to assist existing property owners with retrofits.	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Fire, Community Development Department	$$	2027	Low
F14	Add emergency alert and warning signage along the hazard-prone areas in the VHFHSZ to provide critical information and evacuation instruction during fire emergencies.	General Fund, EMPG, BRIC/ HMGP Grants, Cal Fire Grants, Other Grants	Public Works Department	$$	2027	Low
Human-Caused Hazards (Hazardous Materials Release, Landfill Subsidence, Transportation Incidents, Cybercrime Incidents, Mass Casualty / Fatality Incidents)						
H01	Conduct active shooter training and exercises for City staff, residents, and businesses. (Hazard addressed: MCI/MFI)	General Fund, SHSGP Grants, UASI, Other Grants	Police Department, Fire	$	Annually	Medium
H02	Retrofit critical facilities, administration buildings, and other city-owned buildings deemed important, along with CPTED design elements and building materials. (Hazard addressed: MCI/MFI)	General Fund, SHSGP Grants, UASI, Other Grants	Police Department, Public Works	$$$	2028	High
H03	Coordinate and enhance datasets for schools, medical facilities, senior assisted-living facilities, and other critical facilities with the school district and other key entities within the City to better respond to mass-casualty incidents. (Hazard addressed: MCI/MFI)	General Fund, SHSGP Grants, UASI, Other Grants	Police Department, Fire	$	2027	Low

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
H04	Discourage new sensitive land uses, including schools, parks, childcare centers, adult and senior assisted-living facilities, and community centers, from locating near identified hazardous material facilities. Discourage or prohibit new hazardous material facilities from locating near sensitive land uses. (Hazard addressed: Hazardous Materials Release)	General Fund, HMGP Grants, Other Grants	Community Development Department	$	Ongoing/ Annually	Medium
H05	Pursue full alignment of the General Plan with policies and actions outlined in state and regional plans, such as the California Accidental Release Prevention (CalARP) Program. (Hazard addressed: Hazardous Materials Release)	General Fund, HMGP Grants, Other Grants	Community Development Department, Fire	$$	2028	Low
H06	Continuously inspect businesses and other properties storing hazardous materials and create an inventory of storage locations that require updates, maintenance, or renovation. (Hazard addressed: Hazardous Materials Release)	General Fund, HMGP Grants, Other Grants	SB Health, Community Development Department, Fire	$	Annually	Medium
H07	Develop a parcel-level, GIS-based database, in coordination with San Bernardino County and the state, which tracks the status of hazardous materials storage and use, prioritized by potential threat to surrounding properties. (Hazard addressed: Hazardous Materials Release)	General Fund, HMGP Grants, Other Grants	Fire, Information Technology	$$	Long Term	High
H08	Obtain and introduce a cybercrime-awareness training program for all City employees, specifically including malware identification and digital hygiene. (Hazard addressed: Cybercrime)	General Fund, SHSGP Grants, UASI	Information Technology, Police	$	2027	High
Severe Weather (Extreme Heat, Drought, Severe Wind)						

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
W01	Develop intradepartmental hazard teams for use in planning and support of public education and response to plan elements involving extreme weather events.	General Fund, HMGP Grants, California Climate Resilience Grants, Other Grants	Emergency Management	$$	Long Term	Low
W02	Develop a public information program to assist the public in early detection of potential wind hazard damage.	General Fund, HMGP Grants, California Climate Resilience Grants, Other Grants	Emergency Management, Information Technology, Public Information Officer	$$	Long Term	Low
W03	Expand current outreach to residents and businesses prior to severe winds on proper tree maintenance and identification of potentially hazardous trees. (Hazards addressed: Severe Wind)	General Fund, HMGP Grants, California Climate Resilience Grants, Other Grants	Public Information Officer	$	Annually	Low
W04	Remove or trim trees determined to be susceptible to blowing over during a severe wind event. Encourage the undergrounding of existing utilities. (Hazards addressed: Severe Wind)	General Fund, HMGP Grants, Other Grants	Public Works Department	$$	Annually	Low
W05	Promote passive cooling design (brise-soleil, long roof overhangs, locating windows away from southern facades, etc.) in new developments during the design review process. (Hazards addressed: Extreme Heat)	General Fund, California Climate Resilience Grants, Other Grants	Development Services (Building and Safety)	$	Medium Term	Low

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
W06	Expand current outreach to residents and businesses regarding extreme heat events. Educate residents on the dangers of extreme heat and identify actions they can take to mitigate the negative effects of extreme heat. (Hazards addressed: Extreme Heat)	General Fund, HMGP Grants, California Climate Resilience Grants, Other Grants	Public Information Officer	$	Ongoing	Low
W07	Launch a pilot program with smart water meters to track water usage in commercial and industrial properties across the City. (Hazards addressed: Drought)	General Fund, California Climate Resilience Grants, Other Grants	Development Services (Building and Safety), Public Works	$$	2028	Low
W08	Identify opportunities (grant funding, design assistance, etc.) to sponsor homeowner retrofits from lawns to low-water-consuming plants. (Hazards addressed: Drought)	General Fund, California Climate Resilience Grants, Other Grants	Development Services (Building and Safety)	$	Long Term	Medium
W09	Use drought-tolerant plants when installing new or redesigned City-owned landscapes. Limit non-drought tolerant turf to recreational fields and lawns, and only in instances where no feasible drought tolerant alternatives exist. (Hazards addressed: Drought)	General Fund, California Climate Resilience Grants, Other Grants	Public Works Department	$	Ongoing	Medium
Infrastructure Failure (Power Failure, Public Safety Power Shutoff)						
IF01	Maintain at least one emergency power-generating station in all critical facilities that the City can use as an emergency public assembly area, such as the Civic Center, Community Centers, and any other locations designated in the future.	General Fund, EMPG	Emergency Management, Fire	$$$	2027	High

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
IF02	Update the Upland Emergency Operations Plan to identify backup power and communications provisions for critical facilities.	General Fund, EMPG	Emergency Management, Fire	$	2027	Medium
IF03	Install energy-efficient equipment upgrades in City facilities to increase the longevity of the fuel supply for backup generators.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works Department	$$	2028	Low
IF04	Conduct a feasibility assessment of the installation of solar and battery backup systems at key critical facilities within the City.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works Department	$$	2027	Medium
IF05	Install and harden encased emergency backup power generators at critical facilities and key infrastructure as deemed necessary. Prioritize installations for facilities that serve as key cooling/warming centers and evacuation centers.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works Department	$$	2027	Medium
IF06	Install battery backup power supplies for traffic signals to ensure functionality in the event of power failure.	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works Department	$$$	2028	High
Flood (Surface Flooding, Dam and Levee Failure)						
FL01	Investigate the use of permeable paving and landscaped swales for new construction and replacement of City-owned hardscaped areas.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Public Works Department	$	2028	Low

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
FL02	Identify potential flood improvements that reduce inundation from both storm flows and potential dam inundation effects.	General Fund, HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Public Works Department	$	2028	Low
FL03	Keep all flood control channels clear of debris and plant detritus that could affect channel capacity during heavy rainfall events. Install large grilles over storm drain inlets to screen out large debris.	General Fund, HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Public Works Department	$	Annually	Low
FL04	Conduct frequent cleanings of storm drain intakes, especially before and during the rainy season.	General Fund, HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Public Works Department	$	Annually	Medium
FL05	Track areas where ponding frequently occurs during heavy rainfall and install new drains or upgrade existing ones to reduce ponding.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Public Works Department	$	2028	Low
FL06	Identify all structures located in FEMA flood zones and determine the need to plot, analyze, and modify FEMA flood maps. If flood map revisions are possible, work with property owners to determine the desire to perform this activity on their behalf.	General Fund, HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Public Works Department, Administrative Services	$	2027	Low

TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Agency**	**Relative Cost**	**Time Frame**	**Priority**
FL07	Coordinate with dam owners/operators and state and federal agencies to collectively identify threats to the City and the region and identify ways to retrofit/strengthen the dams under their control.	General Fund, HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Public Works Department, Fire	$	2028	Low
FL08	Identify all structures located in dam or levee inundation zones. Develop evacuation procedures and public information strategies to expedite evacuation of threatened areas should a dam or levee threaten to fail.	General Fund, HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Public Works Department, Administrative Services	$	2027	Low

*** Relative Cost Categories**
$ - Less than $75,000
$$ - $75,001 to $4,999,999
$$$ - Greater than $5,000,000

City of Upland Local Hazard Mitigation Plan

City Council Update

March 23, 2026

Damien R. Arrula, Assistant City Manager

Tanya Garcia, Management Analyst

Aaron Pfannenstiel, Atlas Planning Solutions



Background

LHMPs require update every 5 years in accordance with the Disaster Mitigation Action of 2000

Upland's last plan was updated in 2016

Upland received a grant in 2024 to prepare this update.

- This grant is paying for our consultant

Meet Atlas Planning Solutions



Aaron Pfannenstiel
CFO | Principal | Program Manager

Small Women Owned Business

Headquartered in Riverside, CA

Specializes in Hazard Mitigation Plans (HMPs), Emergency Operations Plans (EOPs), and other preparedness documents

Extensive Inland Empire Experience

- Rancho Cucamonga
- Ontario
- San Bernardino
- Colton
- Loma Linda

Draft Local Hazard Mitigation Plan



KEY PROJECT ELEMENTS



WHAT

- Update of The Local Hazard Mitigation Plan (LHMP)



WHO

- Emergency Management / Public Works



WHY

- Future Mitigation Grant Opportunities

WHO IS THIS PLAN FOR?

Upland Emergency Management

- Pursue Grants
- Reduce future hazard risks
- Make their jobs easier in the future

Upland City Departments

- Increase funding for project and programs
- Fix problems before they turn into disasters

Decision Makers

- Reduce hazard risks that may affect residents, businesses, and City operations.
- Leverage federal grant funding

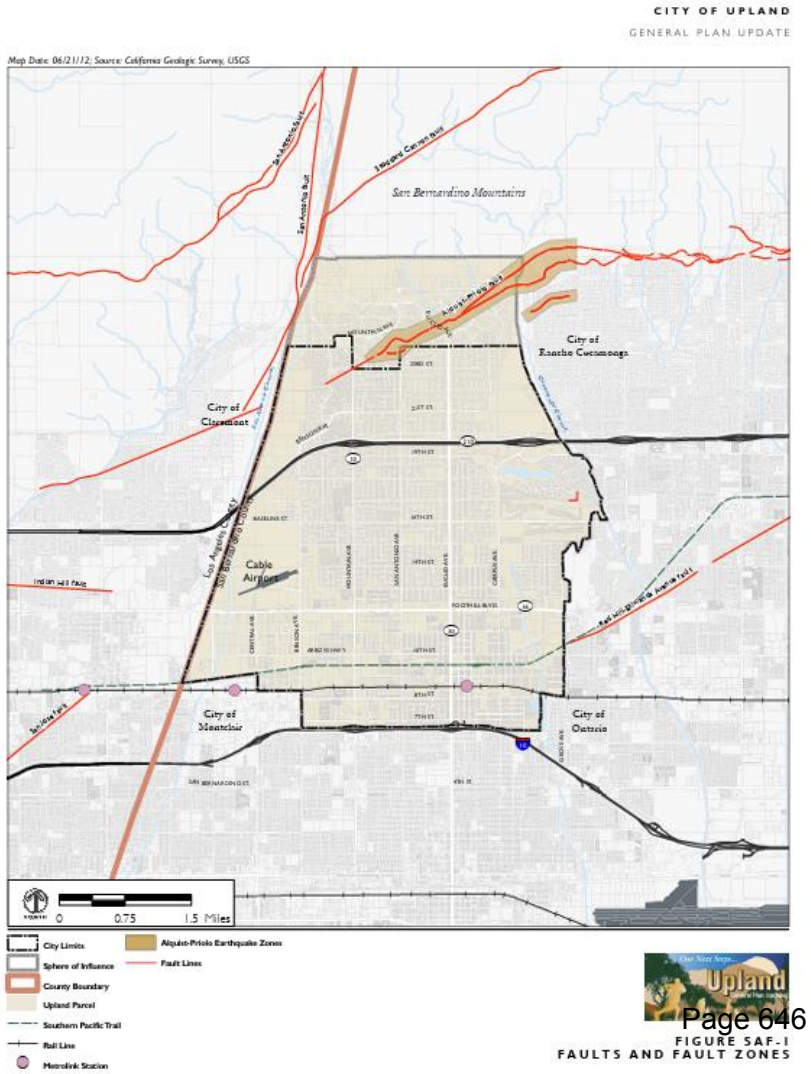
Residents, Businesses, and Stakeholders

- Improve quality of life
- Create opportunities to partner with businesses, non-profits, and other agencies

FITTING THE PIECES TOGETHER

Works with the Safety Element





WHAT IS HAZARD MITIGATION?



Sustained actions taken to reduce or eliminate long-term risk to life and property from hazards

Actions that make the community less vulnerable to natural hazards before disasters strike

Communities reduce their vulnerability through the development of a Local Hazard Mitigation Plan (LHMP)

WHAT DOES AN LHMP DO?

Discuss Community hazards

Analyzes hazard risks

Identifies Policies / Projects to Reduce Risk

Provides direction to implement and monitor



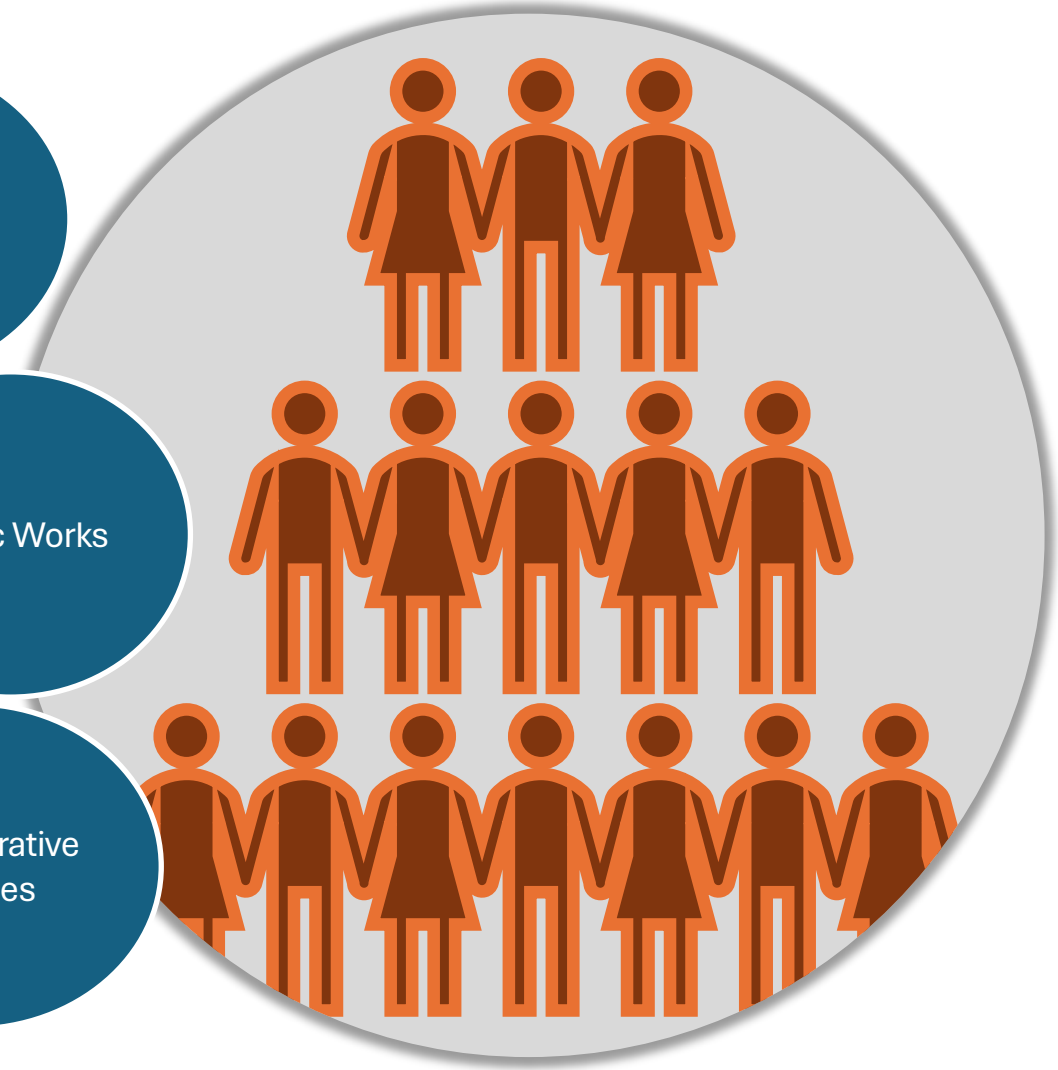






WHO IS PARTICIPATING IN THE LHMP PLANNING PROCESS?

- SB County Fire Department
- City Manager's Office
- Finance
- Development Services
- Public Works
- SB County OES
- Administrative Services
- Police Department
- Community Services



WHY PREPARE AN LHMP?

Reduces injury, loss of life, property damage, and loss of services from natural disasters.

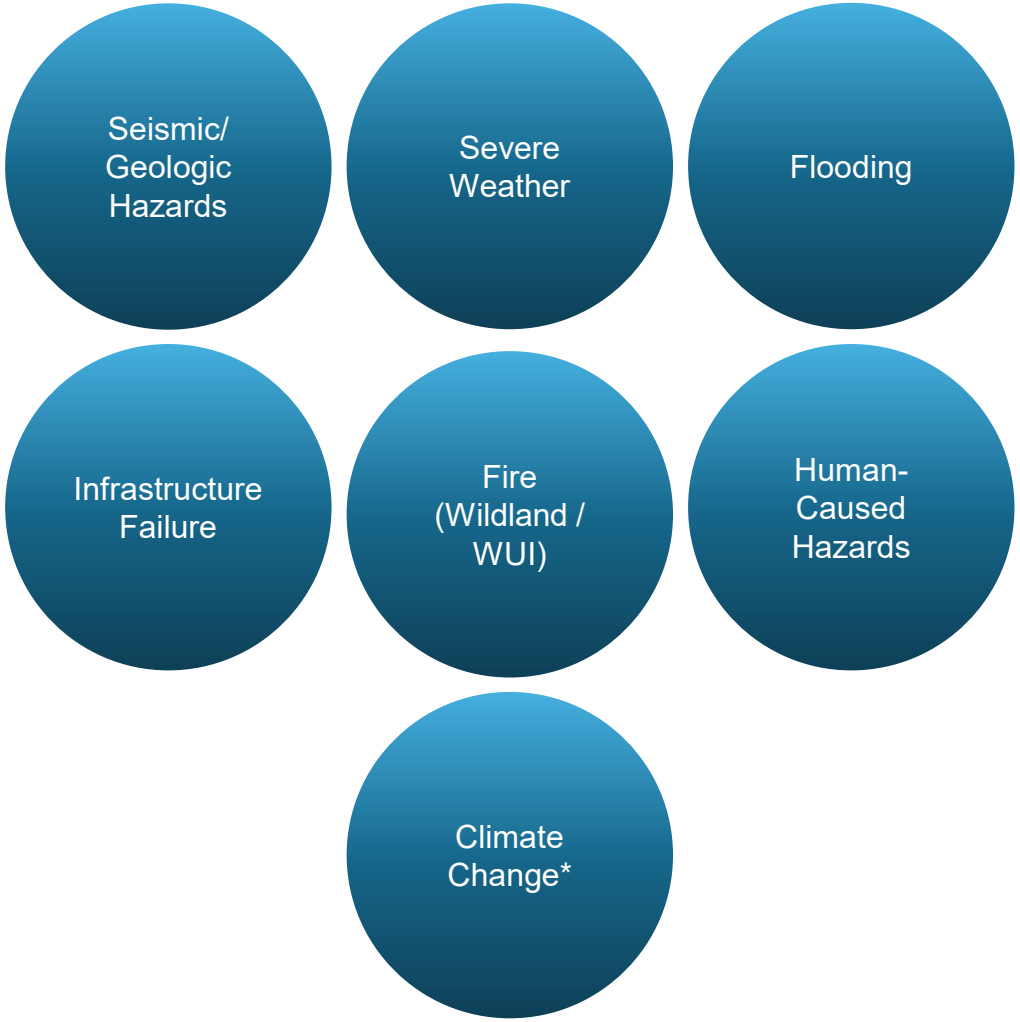
Eligibility for FEMA Grants:

- Building Resilient Infrastructure and Communities (BRIC) replaces PDM
- Flood Mitigation Assistance (FMA)
- Hazard Mitigation Grant Program (HMGP)

Eligible Activities	HMGP HAZARD MITIGATION GRANT PROGRAM	PDM PRE-DISASTER MITIGATION	FMA FLOOD MITIGATION ASSISTANCE
1. Mitigation Projects	✓	✓	✓
Safe Room Construction	✓	✓	✗
Infrastructure Retrofit	✓	✓	✓
Soil Stabilization	✓	✓	✓
Wildfire Mitigation	✓	✓	✗
Post-Disaster Code Enforcement	✓	✗	✗
5% Initiative Projects	✓	✗	✗
2. Hazard Mitigation Planning	✓	✓	✓
3. Management Costs	✓	✓	✓

Eligible Activities	HMGP HAZARD MITIGATION GRANT PROGRAM	PDM PRE-DISASTER MITIGATION	FMA FLOOD MITIGATION ASSISTANCE
1. Mitigation Projects	✓	✓	✓
Property Acquisition & Structure Demolition	✓	✓	✓
Property Acquisition & Structure Relocation	✓	✓	✓
Structure Elevation	✓	✓	✓
Mitigation Reconstruction	✓	✓	✓
Dry Floodproofing of Historic Residential Structures	✓	✓	✓
Dry Floodproofing of Non-Residential Structures	✓	✓	✓
Minor Localized Flood Reduction Projects	✓	✓	✓
Structural Retrofitting of Existing Buildings	✓	✓	✓
Non-Structural Retrofitting of Existing Bld. & Facilities	✓	✓	✓

WHAT HAZARDS ARE IN THE LHMP?

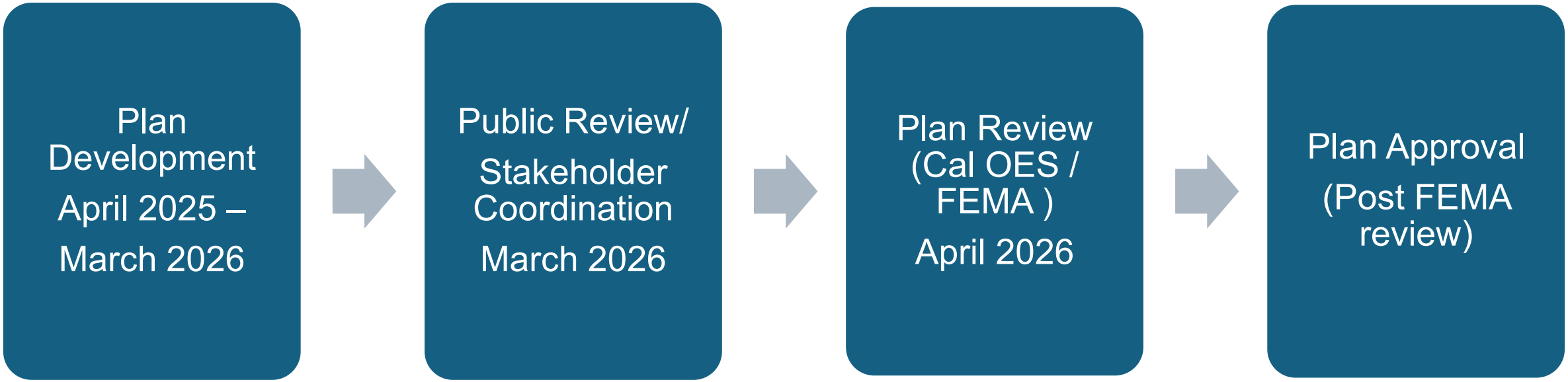


* Addressed under each relevant hazard

Table 3-4: Upland Hazard Prioritization Scores and Threat Levels

Hazard	Probability (2.0)	Impact (2.0)			Total Score	Hazard Planning Consideration
		Location (0.8)	Primary Impact (0.7)	Secondary Impact (0.5)		
Seismic Hazards	3	3	3	3	36	**Medium**
• Fault Rupture	3	2	3	2	28.2	Medium
• Seismic Shaking	3	4	3	4	43.8	High
Fire	3	3	3	4	39	**Medium**
• Wildland Fire / Wildland Urban Interface Fire	3	3	3	4	39	Medium
Human-caused Hazards	2.8	1.8	2.6	2.6	25.1	**Medium**
• Hazardous Materials Release	3	2	2	3	27	Medium
• Landfill Subsidence	3	1	2	2	19.2	Medium
• Transportation Incidents (Rail, Aircraft, Highway)	2	2	3	3	20.8	Medium
• Cybercrime Incidents	4	2	3	2	37.6	Medium
• Mass Casualty / Fatality Incidents	2	2	3	3	20.8	Medium
Severe Weather	2.7	3	2	2.7	28	**Medium**
• Extreme Heat	2	3	2	3	21.2	Medium
• Drought	2	2	2	3	18	Medium
• Severe Wind	4	4	2	2	44.8	High
Infrastructure Failure	2.5	4	2.2	3	28.6	**Medium**
• Power Failure	2	4	2	3	24.4	Medium
• Public Safety Power Shutoff	3	4	2	3	32.7	Medium
Flood	2	3	2.5	3	20.3	**Medium**
• Surface Flooding	3	2	2	3	27	Medium
• Dam and Levee Failure	1	4	3	3	13.6	Medium

LHMP DEVELOPMENT PROCESS



OUTREACH AND PUBLIC PARTICIPATION

Our Approach included both:

Online Engagement

Online Survey

32 Responses to Date (it is still open)

- Top three hazards: (1) Earthquakes, (2) High Winds, and (3) Wildfire.
- ~ 53% concerned that climate change may exacerbate or create new hazards, ~9% aren't concerned at all.
- ~ 57% of responders are familiar with the special needs of neighbors in the event of a disaster.

LHMP Webpage
https://www.uplandca.gov/local-hazard-mitigation-plan-lhmp

In Person Engagement

Stakeholder Meeting – March to April 2026

Public Review Period – March 2026

City Council Presentation – March 2026

Cal OES/ FEMA Review – April 2026

City Council Adoption – Post FEMA Approval

QUESTIONS?

Please Contact:

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Management Analyst

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