

City of Fontana

8353 Sierra Avenue
Fontana, CA 92335



Regular Agenda

Ord. No.1972 Reso. No. 2025-046

Tuesday, July 8, 2025

2:00 PM

Grover W. Taylor Council Chambers

City Council Meeting

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

Welcome to a meeting of the Fontana City Council.

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

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

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

WORKSHOP:**A. 12:00 P.M. City Council Workshop****A. Commercial Land Use Review**[25-0376](#)**PUBLIC COMMUNICATION - CLOSED SESSION:**

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

A. Public Communications - Closed Session**CLOSED SESSION:****A. 1:00 P.M. CLOSED SESSION****A. 1. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6 City Negotiator: John Bakhit, Labor Counsel and Matt Ballantyne, City**[25-0369](#)

Manager. Employee Organization: Police Management Association.

2. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9: (One potential case).

CALL TO ORDER/ROLL CALL:

- A. Call To Order/Roll Call:**

INVOCATION/PLEDGE OF ALLEGIANCE:

- A. Invocation/Pledge of Allegiance:**

SPECIAL PRESENTATIONS:

- A. Special Presentations**

- A. 1. San Bernardino County Transportation Authority (SBCTA) presentation on Measure I (Otis Greer, Director of Legislative & Public Affairs to present). [25-0368](#)**
- 2. Mayor Warren and City Council to recognize Public Works Maintenance Worker II Adam Trigger (Captain Stover to present).**
- 3. Mayor Warren and City Council to recognize Deputy City Clerk, Susana Gallardo on recent Certified Municipal Clerk (CMC) designation (Chief Deputy City Clerk Christina Rudsell to present).**

PUBLIC COMMUNICATIONS:

This is an opportunity for members of the public to address the City Council for up to three (3) minutes total on items either on the Agenda or items not on the Agenda, but within the City Council's jurisdiction. Note that Public Hearing items have individual and specific public input opportunities during the public hearing and testimony on those items will only be taken during the public hearing. The Council is prohibited by law from discussing or taking immediate action on non-agendized items. The Mayor and City Council reserve the right to adjust this time limit based on the number of speakers who wish to address the Mayor and City Council.

- A. Public Communications**

CONSENT CALENDAR:

All matters listed under CONSENT CALENDAR will be enacted by one motion in the form listed below. There will be no separate discussion on these items prior to the time Council

votes on them, unless a member of the Council requests a specific item be removed from the Consent Calendar for discussion.

Approve Consent Calendar Items as recommended by staff.

A. Approval of Minutes [25-0354](#)

Approve the minutes of the June 24, 2025, Regular City Council Meeting.

Attachments: [Attachment No. 1- City Council Meeting Minutes 06-24-2025.pdf](#)

B. Adoption of Ordinance No. 1971 (Second Reading), updating Chapter 25 of the Fontana Municipal Code to include closure hours for the Fontana City Hall Campus [25-0355](#)

Adopt **Ordinance No. 1971** on Second Reading, an Ordinance establishing closure hours for the Fontana City Hall Campus.

Attachments: [Attachment No. 1- Ord No. 1971.docx](#)
[Attachment No. 2- BBK edits. CHAPTER 25 ARTICLE VIII.docx](#)

C. San Bernardino County SECURE Electronic Recording Memorandum of Understanding [25-0161](#)

Authorize the City Manager his designee to enter into a "Memorandum of Understanding (MOU) between Owner Counties and Government Participants for the use of the SECURE Government to Government Portal" and all related documents including extensions or modifications for the MOU.

Attachments: [Attachment No. 1- 2020 SECURE G2G MOU.pdf](#)

D. Acceptance of the County of San Bernardino Reimbursement Funds for Furnishings for Housing Program [25-0308](#)

1. Accept the County of San Bernardino Reimbursement Funds in the amount not to exceed of \$45,000;
2. Authorize the City Manager, or City Manager's designee, to execute and transmit any documents necessary or desirable to ensure the City's timely receipt of the County of San Bernardino's Reimbursement Funds.

Attachments: [Attachment No. 1- CON-CAO-08-05-25-BDF-D2-City of Fontana Rivers Edge Ranch v02.pdf](#)

E. Final Acceptance of the Arrow Boulevard at Cypress Avenue Traffic Signal Project (Bid No. SB-162-DE-23) [25-0317](#)

Accept as complete the work performed by DBX, Inc. for the Arrow Boulevard at Cypress Avenue Traffic Signal Project (#37603386).

Attachments: [Attachment No. 1- Vicinity Map](#)

F. Approve Amendment to Task Order for STC Traffic, Inc. for the Baseline Ave. and Palmetto Ave. Traffic Signal Project Design Services [25-0318](#)

1. Approve and authorize the City Manager to execute Amendment No. 3 to Task Order No. 4, for STC Traffic, Inc., in the amount of \$8,010.00 for an amended task order total of \$108,175.00 for additional plan revisions and design support services.
2. Approve and authorize the City Manager to execute any future amendments to the Task Order in the amount not to exceed \$10,000.

Attachments: [Attachment No. 1- STC Traffic, Inc. - Amendment No. 3](#)
[Attachment No. 2- Vicinity Map](#)

G. Final Acceptance of the Active Transportation Program (ATP) Fontana Safe Routes to School (SRTS) Gap Closure Project [Federal ID No. ATPSB1L-5307(029)] (Bid No. DE-24-01-SB) [25-0330](#)

Accept as complete the work performed by CT&T Concrete Paving, Inc. for Active Transportation Program (ATP) Fontana Safe Routes to School (SRTS) Gap Closure Project (#37600003).

Attachments: [Attachment No. 1- Vicinity Map.pdf](#)

H. Loan amendment from the City of Fontana to the Stage Red Enterprise [25-0333](#)

Approve the Memorandum of Understanding (MOU) for the inter-city loan repayment of one million dollars (\$1,000,000) from the City of Fontana General Fund to the Stage Red Enterprise Fund.

Attachments: [Attachment No. 1- AMENDMENT TO THE MOU RE THE REPAYMENT OF A LOAN FROM THE FONTANA GENERAL FUND TO THE STAGE RED ACCOUNT FOR THE OPERATIONS OF STAGE RED FONTANA-c1.docx](#)

I. Approve an increase for Architectural Services for Tenant Improvements for the Warm Shell Phase II Project for City Owned property located at 8572 Sierra Avenue. [25-0346](#)

1. Approve and Authorize the City Manager, or City Manager's designee, to increase the Warm Shell Phase II Architectural services in the amount of \$88,500.
2. Approve and Authorize the City Manager, or City Manager's designee, to

execute any future amendments and documents necessary for the architectural services of 8572 Sierra Avenue not to exceed an additional \$20,000.

3. Approve the Non-Competitive Proposal Single Source/Sole Source method of the City's. Purchasing Policy and Procedure Manual 3.1.5 Non-Competitive Proposal.

Attachments: [Attachment No. 1- 23-5101 D Old Timers T.I. \(CD's AS #2 - Phase II\).pdf](#)
[Attachment No. 2- non-comp source 23-5101 D Old Timers T.I. \(Phase II\).pdf](#)

**J. Approval of Revised Administrative Policy - Section 10-01: [25-0356](#)
Content of Administrative Policy Manual**

Adopt **Resolution No. 2025-046**, approving the revised Administrative Policy Section 10-01, titled "Content of Administrative Policy Manual," which establishes updated guidelines for the structure, approval, distribution, and maintenance of the City's Administrative Policy Manual.

Attachments: [Attachment No. 1- Resolution 2025-XXX - Admin Policy Manual Update.docx](#)
[Attachment No. 2- Section 10-01 - Content of Administrative Policy Manual Clean Copy.docx](#)
[Attachment No. 3- Section 10-01 - Content of Administrative Policy Manual Redline.docx](#)

**K. A Resolution of the City Council of the City of Fontana [25-0359](#)
Approving and Authorizing an Access License and
Indemnity Agreement between the City of Fontana and
Narra Hills Community Association**

Adopt **Resolution No. 2025-047**, approving and authorizing the City Manager to enter into an Access License and Indemnity Agreement with Narra Hills Community Association for fire and emergency ingress and egress purposes.

Attachments: [Attachment No. 1-City and Narra Hills Emergency Access License.Clean. Final.pdf](#)
[Attachment No. 2- Narra Hills License and Indemnity Agreement - Resolution - 2025-c1 \(002\).docx](#)
[Attachment No. 3- Vicinity Map.docx](#)

PUBLIC HEARINGS:

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

record at the appropriate time during the meeting. If you challenge in court any action taken concerning a Public Hearing item, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice or in written correspondence delivered to the City at, or prior to, the Public Hearing.

All Public Hearings will be conducted following this format:

- (a) hearing opened
- (b) written communication
- (c) council/staff comments
- (d) applicant comments (applicant not limited to 5 minutes)
- (e) oral - favor
- (f) oral - opposition
- (g) hearing closed

- A. Introduce and First Reading of Ordinance No. 1972, adopting the 2025 State of California Fire Hazard Severity Zone Map Pursuant to California Government Code Sections 51177-51179 and Amend Chapter 30, Article IX (Overlay Districts), Division 8 (Fire Hazard Overlay District), Section 30-656(a) of the City of Fontana Zoning and Development Code pursuant to Public Resources Code section 21065, CEQA Guidelines section 15378(a) and (b) (5), and section 10.59 of the City's 2019 Local CEQA Guidelines.** [25-0340](#)

Attachments: [Attachment No. 1- City of Fontana Ordinance to Adopt 2025 Calfire FHSZ Map-c1.doc](#)
[Attachment No. 2- Exhibit A to PCSR CALFIRE FHSZ City LRA 11x17 Fontana \(1\) \(43846185.2\)-c1.pdf](#)
[Attachment No. 3- EXHIBIT B FHSZ Maps by Quadrant-c1.docx](#)

CITY MANAGER COMMUNICATIONS:

- A. City Manager Communications**

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

- A. Elected Officials Communications/Reports**

ADJOURNMENT:

- A. Adjournment**

Adjourn to the next Regular City Council Meeting on July 22, 2025 at 2:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0376

Agenda #: A.

Agenda Date: 7/8/2025

Category: Workshop

Workshop

Tuesday, July 8, 2025

2:00 P.M.

Grover W. Taylor Council Chambers



City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus "Jesse" Sandoval, Council Member

Phillip W. Cothran., Council Member



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0369

Agenda #: A.

Agenda Date: 7/8/2025

Category: Closed Session

Closed Session

Tuesday, July 8, 2025

1:00 P.M.

City Hall - Executive Conference Room



City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus "Jesse" Sandoval, Council Member

Phillip W. Cothran., Council Member



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0368

Agenda #: A.

Agenda Date: 7/8/2025

Category: Special Presentation

Special Presentation

Tuesday, July 8, 2025

2:00 P.M.

Grover W. Taylor Council Chambers



City Council

Acquanetta Warren, Mayor

Peter Garcia, Mayor Pro Tem

John Roberts, Council Member

Jesus "Jesse" Sandoval, Council Member

Phillip W. Cothran., Council Member



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0354

Agenda #: A.

Agenda Date: 7/8/2025

Category: Consent Calendar

FROM:

City Clerk

SUBJECT:

Approval of Minutes

RECOMMENDATION:

Approve the minutes of the June 24, 2025, Regular City Council Meeting.

COUNCIL GOALS:

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

DISCUSSION:

The City Council will consider approval of the minutes of the June 24, 2025, Regular City Council Meeting. The draft minutes are attached to this report for Council review and approval.

FISCAL IMPACT:

None.

MOTION:

Approve staff recommendation.

City of Fontana

8353 Sierra Avenue
Fontana, CA 92335



Minutes

Tuesday, June 24, 2025

2:00 PM

Grover W. Taylor Council Chambers

City Council Meeting

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

CLOSED SESSION:

A. 1:00 P.M. CLOSED SESSION

The Closed Session meeting of the Fontana City Council was held in the Executive Conference Room, 8353 Sierra Avenue, Fontana, CA 92335, on Tuesday, June 24, 2025.

Mayor Warren called the meeting to order at 1:00 p.m. with all members of the City Council present.

City Clerk Germaine Key was also present. City Treasurer Janet Koehler-Brooks was absent.

PUBLIC COMMUNICATION - CLOSED SESSION:

There were no public communications received for the following items:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (a)

Case: Tina Sanchez vs. City of Fontana Workers' Compensation (Compromise and Release)

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (a)

Case: Jeremy Hintz vs. City of Fontana Workers' Compensation (Compromise and Release)

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (a)

Case: Christopher Wessman vs. City of Fontana Workers' Compensation (Compromise and Release)

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

CALL TO ORDER/ROLL CALL:

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

The Regular Meeting of the Fontana City Council was held in the Grover W. Taylor Council Chambers, 8353 Sierra Avenue, Fontana, CA 92335, on Tuesday, June 24, 2025.

Mayor Warren called the Regular City Council Meeting to order at 2:11 p.m.

ROLL CALL:

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

City Clerk Germaine Key was also present.

ABSENT: City Treasurer Janet Koehler-Brooks

INVOCATION/PLEDGE OF ALLEGIANCE:

A. Invocation/Pledge of Allegiance:

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

CLOSED SESSION ANNOUNCEMENT:

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

SPECIAL PRESENTATIONS:

1. Mayor Warren and City Council to recognize, Corporal Jason Coillot and Officer Danny Millan as May 2025 Employees of the Month (Captain Binks to present).

Mayor Warren and City Council recognized Corporal Jason Coillot and Officer Danny Millan as May 2025 Employees of the Month.

PUBLIC COMMUNICATIONS:

The following individuals spoke under public communications:

Haley Hightower expressed concerns about past unresponsiveness from Mayor Warren, transparency, and community access to meetings. She acknowledged Chief Dorsey and Council Member Sandoval for their engagement and noted organizing a petition to move Council meetings to more accessible hours.

Diane Lopez, a resident and business owner, urged the Council to take a public stand against ICE activity in Fontana. She called for a resolution denouncing deportation efforts and cooperation with federal agents, citing fear and harm caused to immigrant families in the community.

Rhonda Howard, a 25-year resident of Hunters Ridge, raised concerns about dog waste not being picked up in the neighborhood despite the availability of waste bags along walking routes.

Dalinef Leon urged the Council to take a stance against ICE activity, expressing concern over harm to the community.

Jennifer Cardenas of the, expressed concern with the City Council's inaction regarding ICE activity in Fontana, calling for greater police accountability and protection for all residents regardless of documentation status. She also expressed frustration over warehouse developments near neighborhoods and urged the Council to listen to constituents.

Max Cherubin expressed concerns about illegal fireworks, their impact on veterans, and suggested the City consider banning their use and sale. He also raised issues with abandoned vehicles, lack of code enforcement, and overdevelopment of large multi-family housing units in established single-family neighborhoods.

CONSENT CALENDAR:

Prior to the motion being made, Council Member Sandoval announced he would be voting No on Item G.

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

- A. Approval of Minutes 25-0319**
Approve the minutes of the June 10, 2025, Regular City Council Meeting.
- B. Annual Placement of Rubbish Charges on the Property Tax Rolls 25-0261**
Adopt **Resolution No. 2025-039**, of the City Council of the City of Fontana, California, directing the placement of rubbish charges on the property tax bills for collection.
- C. Annual Placement of Sewer Charges on the Property Tax Rolls 25-0262**
Adopt **Resolution No. 2025-040**, of the City Council of the City of Fontana, California, directing the placement of sewer charges on the property tax bills for collection.
- D. Annual Placement of Weed Abatement Charges on the Property Tax Rolls 25-0263**
Adopt **Resolution No. 2025-041**, of the City Council of the City of Fontana, California, directing the placement of weed abatement charges on the property tax bills for collection.
- E. Final Acceptance of the Construction of the Public Works Concrete Maintenance Project (PW-24-133-SB) 25-0290**
Accept as complete the work performed by MAJ Engineering for the Public Works Concrete Maintenance Project (PW-24-133-SB) and approve the final construction amount of \$210,527.00.

- F. Police Department Monthly Information Update 25-0309**
Accept the Police Department monthly information update for April 2025.
- G. Ratification of the 2025 - 2028 Memorandum of Understanding for the Fontana Police Officers' Association. 25-0311**
1. Adopt **Resolution No. 2025- 042**, a resolution of the City Council of the City of Fontana, California, approving the Memorandum of Understanding and the updated salary table between the Fontana Police Officers' Association and the City to establish terms of employment.
 2. Approve an increase in budget appropriation in the General Fund (Fund 101) in the amount of \$2,442,920 for fiscal year 2025-26.
- H. Approve Amendment No. 3 to the Professional Services Agreement for Architectural Design Services for the City Hall Renovation Project - Phase II (City Hall; DE-24-147-SP) 25-0312**
Approve and authorize the City Manager to execute Amendment No. 3 to the Professional Services Agreement with Sillman Wright Architects for Architectural Design Services for the City Hall Renovation Project - Phase II (DE-24-147-SP) in the amount of \$189,250.00, for a total contract amount of \$2,145,410.00.
- I. Award Bid for Janitorial Services, PW-25-126-SP 25-0315**
1. Award bid and authorize the City Manager to execute a contract with MasterCorp Commercial Services, LLC of Irvine, CA for Janitorial Services PW-25-126-SP in the amount of \$1,535,530.56 per year for a period of two (2) years, renewable for three (3) one-year increments at the City's sole discretion.
 2. Authorize the City Manager or designee to execute any future amendments to the Janitorial Services Agreement.
- J. Approval of SB 1383 Recovered Organic Waste Product Procurement Policy 25-0206**
Adopt **Resolution No. 2025-043** approving the City Purchasing Policy to incorporate requirements related to Senate Bill (SB) 1383 regarding the procurement of recovered organic waste products.

PUBLIC HEARINGS:

- A. Quarterly Lien Action for Delinquent Sewer, Rubbish and Weed Abatement Accounts 25-0260**
1. Authorize staff to complete and record lien notices against real property for those sewer accounts sixty days or more delinquent as described in

Certified Lien List and direct staff to forward recorded liens to the County for collection.

2. Authorize staff to complete and record liens against real property for those rubbish accounts more than ninety days delinquent as described in the Certified Lien List and direct staff to forward recorded liens to the County for collection.
3. Adopt **Resolution No. 2025-044**, of the City Council of the City of Fontana adopting the statement of unpaid expenses for weed abatement and imposing a lien against real property for payment thereof.

Mayor Warren opened the public hearing.

City Clerk Key stated that no written communications were received.

Revenue Operations Manager Lisa Conlon provided the staff report.

With no members of the public wishing to speak either in favor or opposition, Mayor Warren closed the Public Hearing.

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

**B. Hold a Public Hearing and Consider Adoption of Resolution 25-0240
Adopting Increases for Solid Waste Service Charges**

1. Hold a Public Hearing on proposed Solid Waste Service Charges; and
2. Approve **Resolution No. 2025-045**, of the City of Fontana, California Adopting Increases for Solid Waste Service Charges.

City Attorney Duran explained the requirements of Proposition 218 governing the Public Hearing and the proposed adoption of the rates and charges.

Mayor Warren opened the public hearing.

Acting Environmental Control Supervisor Leslie Graciano provided the staff report.

A discussion was held regarding discounts for seniors aged 60 and older. The Council reached a consensus to direct staff to actively promote the availability of senior rate discounts.

The following individuals spoke in opposition:

1. Shantoya Gilliard
2. Robert Vasquez, Jr.
3. Ralph Robles

4. Kathleen Bellyton
5. Max Cherubin

City Clerk Key reported that 32 valid written protest letters were received and that a majority protest does not exist.

Mayor Warren provided comments explaining that recent solid waste rate increases are largely driven by state-mandated tipping and processing fees. She emphasized the need to pass these costs to users rather than burdening the City's General Fund. Mayor Warren also reiterated the City's commitment to supporting seniors on fixed incomes by promoting available discounts and expressed ongoing frustration with state-imposed regulations. She affirmed that City staff and the Council will continue advocating with state legislators to limit future cost increases and unfunded mandates impacting local services.

City Manager Ballantyne explained that the proposed rate adjustments are necessary to cover increased landfill tipping fees and state-mandated processing costs. He emphasized that the adjustments are consistent with contractual obligations and are essential to maintaining uninterrupted solid waste services without impacting the City's General Fund.

Council Member Cothran acknowledged that while Burrtec is a business, its contract is competitively bid and consistently offers the best value compared to other providers. He emphasized the quality of Burrtec's facilities and services, the importance of providing livable wages for local employees, and the impact of rising operational costs, including state clean-air mandates. He expressed concern about rate increases but noted Burrtec previously deferred an increase to support the community. He affirmed that the Council continues exploring ways to minimize cost impacts on residents while balancing service quality and economic sustainability.

City Manager Ballantyne added that while competitive bidding is beneficial, having multiple waste haulers complicates compliance with state-mandated diversion and reporting requirements. He explained that exclusive contracts help ensure accurate reporting and avoid potential state penalties, noting that other agencies have moved away from multiple haulers for this reason.

ACTION: Motion was made by Council Member Roberts, seconded by Mayor Pro Tem Garcia and passed unanimously by a vote of 4-1 to approve Public Hearing Item "B." The motion carried by the following vote: AYES: Warren, Garcia, Cothran, and Roberts; NOES: Sandoval; ABSTAIN: None; ABSENT: None

NEW BUSINESS:

- A. Introduction and First Reading of Ordinance No. 1971, 25-0328 updating Chapter 24 of the Fontana Municipal Code to include closure hours for the Fontana City Hall Campus**

Introduce and conduct the first reading, by title only, for **Ordinance No. 1971**, an Ordinance establishing closure hours for the Fontana City Hall Campus.

Deputy City Manager Ray Ebert provided the staff report.

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

CITY MANAGER COMMUNICATIONS:

A. City Manager Communications

City Manager Ballantyne announced that the City's free Concerts in the Park series is underway, taking place Thursdays at 7 p.m. at the Miller Amphitheater. He also highlighted the upcoming Independence Day fireworks show on Saturday, June 28, at Summit High School, with gates opening at 6 p.m. Both events are free to attend, with food available for purchase.

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

A. Elected Officials Communications/Reports

City Clerk Key congratulated the Police Department employees of the month and shared her appreciation for recent community events. She highlighted the Miss Fontana Pageant, expressing pride in the young woman she sponsored, and praised the event's organization. She also enjoyed attending the Quakes baseball game, especially seeing local summer camp kids participate, including her granddaughter. Lastly, she noted her enjoyment of Council Member Roberts' 80th birthday celebration.

Council Member Cothran invited the community to attend the City's 4th of July celebration at Summit High School, noting no tickets are required. He congratulated Council Member Roberts on his 80th birthday and acknowledged the Miss Fontana Pageant, praising this year's winners and the event's positive impact on local youth.

Mayor Pro Tem Garcia wished the community a happy and safe 4th of July, encouraging everyone to enjoy the holiday with their families.

Council Member Sandoval thanked the Police Chief for the public service announcement clarifying that local officers are not involved in recent protests, emphasizing the importance of maintaining community trust in the police. He expressed concern that national events are negatively impacting public perception and highlighted the professionalism of the local police in protecting all residents while focusing on criminal activity. He also wished his wife a happy anniversary, celebrating 42 years of marriage.

Council Member Roberts commended the Police Department for their balanced approach during challenging demonstrations, echoing Council Member Sandoval's praise. He also reflected on his 55 years of public service and expressed gratitude for the community support at his recent birthday celebration. Lastly, he extended wishes for a happy 4th of July to all.

Mayor Warren thanked colleagues and community members for celebrating Council Member Roberts' birthday. She reported on her participation at the U.S. Conference of Mayors in

Tampa, where she was appointed Chair of the Women's Mayors Network Alliance, aiming to support women leaders and advocate for national change. She praised Mayor Pro Tem Garcia for representing the City at a recent Quakes baseball event. Mayor Warren congratulated the winners of the Miss Fontana Pageant and encouraged young participants to stay involved in the community.

She also highlighted the City's focus on heart health awareness and shared a personal achievement in a recent 5K run. Addressing fireworks concerns, she urged residents to report illegal activity through the Fontana 311 system and explained restrictions in high fire-risk areas. She emphasized the City's commitment to safety, community unity, and support for seniors seeking rate discounts. Finally, she encouraged continued faith in the nation's freedoms and peaceful community engagement.

ADJOURNMENT:

A. Adjournment

Mayor Warren adjourned the meeting at 3:18 p.m. to the Regular City Council Meeting on Tuesday, July 8, 2025, at 2:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.

Christina Rudsell, CMC
Chief Deputy City Clerk

THE FOREGOING MINUTES WERE ADOPTED AND APPROVED BY THE FONTANA CITY COUNCIL ON JULY 8, 2025.

Germaine Key
City Clerk



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0355

Agenda #: B.

Agenda Date: 7/8/2025

Category: Consent Calendar

FROM:

Administrative Services

SUBJECT:

Adoption of Ordinance No. 1971 (Second Reading), updating Chapter 25 of the Fontana Municipal Code to include closure hours for the Fontana City Hall Campus.

RECOMMENDATION:

Adopt **Ordinance No. 1971** on Second Reading, an Ordinance establishing closure hours for the Fontana City Hall Campus.

COUCIL GOALS:

- Improve public safety by utilizing other city programs to help reduce crime.
- Operate in a businesslike manner by creating a memorable customer experience with every interaction.
- Enhance the local environment for future generations and create a healthy economic and environmental future by creating neighborhoods that are attractive, safe and convenient for walkers and bicyclists.

DISCUSSION:

Ordinance No. 1971 was introduced by a vote of 5-0 at the June 24, 2025, Regular City Council Meeting.

FISCAL IMPACT:

There is no direct fiscal impact from this item.

MOTION:

Approve staff recommendation.

ORDINANCE NO. 1971

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, ADDING ARTICLE VIII TO CHAPTER 25 OF THE FONTANA MUNICIPAL CODE, ESTABLISHING REGULATIONS FOR THE CLOSURE OF GOVERNMENT CENTER GROUNDS DURING OVERNIGHT HOURS AND ASSOCIATED REQUIREMENTS.

WHEREAS, the City of Fontana, California ("City") is a general law city, duly organized under the California Constitution and laws of the State of California; and

WHEREAS, the City Council of the City of Fontana is vested with the authority pursuant to Article XI, Section 7 of the California Constitution to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general law; and

WHEREAS, it is necessary to establish clear regulations concerning access to City-owned property utilized for governmental functions to ensure public safety; and

WHEREAS, the City desires to adopt Article VIII entitled "CLOSURE OF GOVERNMENT CENTER GROUNDS DURING OVERNIGHT HOURS" attached hereto as Exhibit A and incorporated herein by this reference, to regulate the use of City-owned property utilized for governmental functions during overnight hours for the purpose of ensuring public safety.

THE CITY COUNCIL OF THE CITY OF FONTANA DOES ORDAIN AS FOLLOWS:

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

Section 2. Adoption. Article VIII titled CLOSURE OF GOVERNMENT CENTER GROUNDS DURING OVERNIGHT HOURS," the full text of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby added to Chapter 25 of the Fontana Municipal Code.

Section 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

Section 4. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk's

office located at 8353 Sierra Avenue, Fontana, CA 92335. The custodian of these records is the City Clerk.

Section 5. Effective Date. This Ordinance shall be effective thirty days (30) following its adoption.

Section 6. Publication. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City of Fontana.

APPROVED AND ADOPTED this 8th day of July 2025.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance adopted by the City Council and was introduced at a regular meeting on the 24th day of June 2025, and was finally passed and adopted not less than five days thereafter on the 8th day of July 2025, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk of the City of Fontana

Mayor of the City of Fontana

ATTEST:

City Clerk

CHAPTER 25 ARTICLE VIII - CLOSURE OF GOVERNMENT CENTER GROUNDS DURING OVERNIGHT HOURS

Sec. 25-258 - Closure of Government Center Grounds During Overnight Hours.

- A. The Fontana Government Center Grounds shall be closed to public access between the hours of 9:00 PM and 6:00 AM daily. No person or vehicle may be present in or on Government Center Grounds during these designated hours except as specified in Subparagraph (B). It shall be unlawful for any person to access or utilize Government Center Grounds in violation of this section. Any such access or utilization is considered a trespass. Any vehicle found in violation of this section is subject to citation or towing at the owner's expense.
- B. Exceptions.
 - 1. Notwithstanding the provisions in Subparagraph (A), Government City Grounds shall remain open to the public for a period of 30 minutes following the conclusion of any City-authorized event or any public meeting of the City Council or any City board or commission held within Government Center Grounds that ends after 9:00 p.m.
 - 2. Limitations on access to and use of property established by this section shall not apply to any person possessing a private right to enter upon and use the property, any City personnel or City contractor authorized to enter upon the property in the course of their duties, or any other person who has otherwise been duly authorized by the City in writing to enter upon or use the property.
- C. For purposes of this section, "Government Center Grounds" shall mean and include all buildings, parking stalls, driveways, walkways, and landscaped areas situated within the geographical boundaries defined as follows: bounded on the North by Upland Avenue; on the East by Emerald Avenue and Miller Park inclusive; on the West by Sierra Avenue; and on the South by Arrow Boulevard including Wheeler Avenue, Seville Avenue., and Lerner Lane.

Sec. 25-259 – Signage Requirements.

- A. Signs displaying the following notice shall be at least one inch in height and conspicuously posted at every vehicular and pedestrian entrance to the Government Center Grounds:

" NOTICE: The Government Center grounds are closed to the public between the hours of 9: 00 p.m. and 6:00 a.m., daily."
- B. The notice required by this section shall be subject to Section 30-768 of this code.
- C. No person shall be deemed guilty of a violation of this article unless proper signage, as required by this section, has been posted.

Sec. 25.260 - Violations.

Violations of this article shall be punishable in the manner prescribed in Chapter 1 of this code and by any other means permitted under law. All remedies prescribed by this article are cumulative, and the use of one or more remedies does not preclude the use of any other remedy for the purpose of enforcing the provisions of this article.



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0161

Agenda #: C.

Agenda Date: 7/8/2025

Category: Consent Calendar

FROM:

City Clerk

SUBJECT:

San Bernardino County SECURE Electronic Recording Memorandum of Understanding

RECOMMENDATION:

Authorize the City Manager his designee to enter into a "Memorandum of Understanding (MOU) between Owner Counties and Government Participants for the use of the SECURE Government to Government Portal" and all related documents including extensions or modifications for the MOU.

COUNCIL GOALS:

- Operate in a businesslike manner by improving services through the effective use of technology.

DISCUSSION:

The City has been utilizing the Government to Government (G2G) Portal for electronic document recording with San Bernardino County (County). This system has provided a more efficient document recording method for City staff which has allowed for a significant time savings compared to visiting the County's Assessor-Recorder-Clerk's Hall of Records Office in person. The County has migrated to an electronic recording service portal. This portal, Statewide Electronic Courier Universal Recording Environment (SECURE), is utilized by Los Angeles, Orange, Riverside, and San Diego counties (Owner Counties) with the Orange County Clerk-Recorder acting on their behalf as the Lead County.

In order to continue using the G2G Portal for electronic recording with the County, the City will need to provide various documents including the Memorandum of Understanding (MOU) between owner counties and the City, as a Government Participant, for the use of the SECURE Government to Government Portal. The term of this MOU will be for five (5) years and may extend for no more than one (1) additional year.

The City is exempt from fees for SECURE G2G Portal system use, maintenance and technical support. The City may be held responsible to pay any other applicable fees, taxes, and other charges, however denominated, for the recordation of Documents.

FISCAL IMPACT:

No fiscal impact.

MOTION:

Approve staff recommendation.

**MEMORANDUM OF UNDERSTANDING
BETWEEN OWNER COUNTIES AND GOVERNMENT PARTICIPANTS
FOR THE USE OF THE SECURE GOVERNMENT TO GOVERNMENT (G2G)
PORTAL**

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**” or “**Agreement**”), made and entered into on _____, is between the counties of Los Angeles, Orange, Riverside, and San Diego (hereinafter collectively referred to as “**Owners**”) that own the Statewide Electronic Courier Universal Recording Environment (“**SECURE**”) with the Orange County Clerk-Recorder acting on their behalf as the Lead County, and _____ the submitting party (“**Government Agency**”), recording electronically through the SECURE Government to Government (**G2G**) Portal. The Owners and Government Agency are collectively referred to as the “Parties.”

WHEREAS, California Government Code Section 27279(b) states “[t]he recorder of any county may, in lieu of a written paper, accept for recording digitized images, digital images, or both, of a recordable instrument, paper, or notice if [. . .] [t]he requester and addressee for delivery of the recorded images are the same and can be readily identified as a local or state government entity, or an agency, branch, or instrumentality of the federal government.”

WHEREAS, the Counties of Orange, Los Angeles, Riverside and San Diego are the Owners of the SECURE G2G Portal; and

WHEREAS, the SECURE G2G Portal functions as a separate portal under the same security framework as the existing SECURE system; and

WHEREAS, the Counties of Orange, Los Angeles, Riverside and San Diego entered into an agreement dated August 19, 2008 to share the ownership and ongoing maintenance of a multi-county G2G electronic recording portal; and

WHEREAS, Orange County is the “Lead County” in supporting this SECURE G2G Portal and is responsible for executing any agreements with participants with the approval of the other Owners.

NOW THEREFORE, the Parties, for and in consideration of the mutual promises and agreements herein continued, do agree to the following:

1. DEFINITIONS

- A. Owners:** means the Counties of Los Angeles, Orange, Riverside and San Diego Counties.
- B. Lead County:** means the County of Orange as the designated lead in developing and supporting the multi-county system and responsible for handling the administrative

functions, negotiating and executing any contract relating to the support and maintenance of SECURE.

- C. Partner County or Partner Counties:** means non-owner counties that have contracted to use SECURE.
- D. SECURE G2G Portal:** means the SECURE Government to Government Portal.
- E. Government Agency:** means a government entity, other government agency, or a county department of the Owners that submits batches of documents electronically to an Owner or Partner County using the SECURE G2G Portal for the purpose of electronically recording under this MOU.
- F. SECURE:** means the Statewide Electronic Courier Universal Recording Environment used by multiple counties to electronically receive and return documents for recording.
- G. Government to Government:** means the acts of a county recorder recording a document for a Government Agency through the SECURE G2G Portal.
- H. Operational Issues:** means issues regarding the business rules that dictate what can be recorded by an individual Owner county or Partner County.
- I. Technical Issues:** means issues regarding how the SECURE G2G Portal electronically receives and returns recordable documents.
- J. Infrastructure:** means the non-software components used to electronically receive and return recordable documents through the SECURE G2G Portal.

2. PURPOSE

The purpose of this MOU is to define the requirements, rules and policies needed for Parties to share in the use of the SECURE G2G Portal to electronically record documents in a secure electronic recording environment.

3. TERM

This Agreement shall become effective upon the signature of the Parties for a term of 5 years unless terminated in writing by either party in accordance with this Agreement. The parties, by written agreement, may extend the agreement for no more than one additional year.

4. FEES and COST

Government Agency is exempt from fees for SECURE G2G Portal system use, maintenance and technical support. Government Agency may be held responsible to pay any other applicable fees, taxes, and other charges, however denominated, for the recordation of

documents. Government Agency is responsible for startup costs, which may include reimbursements for setup and tokens if applicable.

5. Eligibility

Established Government Agencies at the local, state or federal level, as defined below, will be allowed to submit legal documents for electronic recording through the SECURE G2G Portal pursuant to California Government Code section 27279(b), which states in part “[t]he recorder of any county may, in lieu of a written paper, accept for recording digitized images, digital images, or both, of a recordable instrument, paper, or notice if [. . .] [t]he requester and addressee for delivery of the recorded images are the same and can be readily identified as a local or state government entity, or an agency, branch, or instrumentality of the federal government.”

6. SECURE G2G Portal Recording Requirements

SECURE G2G Portal recording requirements and specifications are generally set forth in Attachment A and Attachment B, incorporated herein by reference, to this Agreement.

- 6.1 Government Agency shall comply with any and all requirements and specifications of the Agreement and in Attachments A and B (collectively Attachments).
- 6.2 Government Agency understands that the requirements and specifications may change from time to time.
- 6.3 Government Agency understands that the requirements and specifications set forth in the attachments could be specific to individual Owner or Partner Counties.
- 6.4 Government Agency acknowledges that the recording requirements and specifications contained in the attachments may not be exhaustive of the recording requirements for the individual Owners and Partner Counties.
- 6.5 Owners will provide written notice to the Government Agency within 30 days if there are any changes to the requirements or specifications.
- 6.6 Attachment A – Provides the technical specifications including submission methods, communication protocol security framework and imaging standards.
- 6.7 Attachment B – Contains the processing schedules, hours of operation, policies, sample document types and authority, technical service contact and security incident contact information for electronic recording with each individual Owner or Partner County.

7. Government Agency Acknowledgments and Responsibilities

- 7.1 Government Agency must supply all electronic recording equipment, i.e., computer, monitor, scanner, printer, an internet connection and a token from the Lead County, if applicable.

- 7.2 The electronic documents or records shall be considered the “original” record of the transaction in substitution for, and with the same intended effect as, paper documents or records. In the case that such documents or records bear a digital or electronic signature, those signatures shall have the same effect as paper documents or records bearing handwritten signatures.
- 7.3 Government Agency is responsible for the accuracy, completeness and content of documents submitted for recording through the G2G portal.
- 7.4 Government Agency shall immediately notify Lead County of any security incident, including but not limited to attempts at or actual unauthorized access which could compromise or otherwise adversely affect SECURE’s data systems.
- 7.5 Government Agency shall ensure that all security measures and credentials implemented are protected. Government Agency assumes all responsibility for documents submitted through unique credentials provided to Government Agency for the purposes of engaging in G2G recording.
- 7.6 Government Agency is responsible for receiving and verifying receipt of documents recorded to ensure that the source of the receipt is the county where the document was to be recorded.
- 7.7 Government Agency shall address all Operational Issues related to the electronic recording process with the individual Owner or Partner Counties.
- 7.8 Government Agency shall notify the Lead County of all problems involving Technical Issues. Government Agency shall work in good faith with the Lead County to resolve any Technical Issues. Resolution of Technical Issues may require Government Agency to provide onsite access to Lead County.
- 7.9 Government Agency shall comply with each county’s individual recording requirements. Government Agency’s submission of a document via the SECURE G2G Portal for transmission to a particular county for recording does not guarantee the document will be recorded by that individual county. Each Owner or Partner County may have its own specific requirements for the recordation of documents including, but not limited to, document types authorized for recording and payment methods. Documents not meeting a county’s specific requirements for recording may be rejected by the respective county.
- 7.10 Following the electronic recordation of a document, Government Agency agrees to deliver the original document and/or notify the real party in interest.

8. Lead County Responsibilities

- 8.1 Lead County shall conduct ongoing monitoring of the SECURE G2G Portal to protect the integrity of the transmission process.
- 8.2 Lead County shall test and maintain the SECURE G2G Portal software and hardware.
- 8.3 If the SECURE G2G Portal experiences delays or power failures that interfere with the normal course of business, the Lead County will work with the individual Owner or Partner County and Government Agency until the problem has been remedied.
- 8.4 Lead County will coordinate the SECURE G2G Portal administration, training, policy creation, access control and establishment of contracts required for Government Agency to submit to Partner Counties.
- 8.5 Lead County shall facilitate communication between Government Agency and Owner or Partner Counties.

9. SECURE G2G Portal Review

Government Agency's right to submit documents under this Agreement is subject to Owners review and acceptance of Government Agency's standards and procedures. Such approval will not be unreasonably withheld by Owners. This review is to confirm that all requirements of this Agreement are met.

10. General Recording Requirements

Submission, acceptance, recording and rejection of any document must comply with all applicable federal, state and local laws. County specific recording requirements are generally set forth in Attachment B.

11. Suspension

Lead County, with the concurrence of all the other Owners, may suspend Government Agency's submission of documents to the SECURE G2G Portal, restrict access, or deny access to Government Agency and any of Government Agency's individual staff members at any time in its sole discretion as it deems necessary.

Notice of suspension will be immediately provided to Government Agency by Lead County on behalf of Owners. Government Agency may resume submission upon satisfactory resolution of the reason for suspension after notification from the Lead County. Whether a matter is resolved is determined solely by the SECURE Owners.

The following is a non-exhaustive list of reasons for suspension:

- 11.1 To protect the public interest.
- 11.2 To protect the integrity of public records.

11.3 To protect real property owners from financial harm.

11.4 To prevent fraud.

11.5 For Government Agency's violation of, or to prevent the violation of, any federal, state, or local law.

11.6 For Government Agency's failure to notify Lead County of modifications which could compromise or otherwise adversely affect SECURE's data systems.

11.7 For Government Agency's default of any provision of this Agreement.

12. Limitation of Liability

Owners and Partner Counties shall be held harmless from and not incur any liability for any damages whatsoever caused either directly or indirectly for:

12.1 Information electronically transmitted by the Government Agency.

12.2 Any breach of security, fraud or deceit resulting from electronic recording.

12.3 Damages resulting from software, hardware, or other equipment failure.

12.4 Delays or power failures that interfere with the normal course of electronic recording.

12.5 Restricting or terminating Government Agency's ability to electronically record documents.

12.6 Claims, disputes or legal actions concerning an electronic transaction, including, but not limited to, the accuracy, completeness or content of documents submitted for recording.

12.7 Government Agency, Owners and Partner Counties shall not be liable to each other for:

12.7.1 Any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic recording transmission or receipt.

12.7.2 Any failure to perform processing of the transactions and documents where such failure is beyond the party's reasonable control (including, without limitation, any mechanical, electronic or communications failure, which prevents the parties from transmitting or receiving the electronic recording transactions).

12.7.3 Except for payment and indemnity obligations hereunder, any cessation, interruption or delay in the performance of an obligation hereunder due to

earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, terrorist action, labor strike, lockout boycott, provided that the party relying upon this paragraph: (a) shall have given the other party written notice thereof promptly and, in any event within five (5) days of discovery thereof and, (b) shall take all reasonable steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based in the event the force majeure event described in this paragraph extends for a period in excess of three (3) days.

13. Indemnification

- 13.1 Owners shall not be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Government Agency under or in connection with any work, authority or jurisdiction delegated or determined to be the responsibility of Government Agency under this Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, Government Agency shall fully indemnify, defend, and hold Owners and their respective officers, employees, and agents harmless from, and against, any claims, demands, liability, damages, costs (including attorney's fees), and expenses, including, without limitation, those involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever (collectively "Claims"), arising from, or related to, any acts or omissions on the part of the Government Agency under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of Government Agency under this Agreement, except to the extent caused by the sole negligence or willful misconduct of the Owners. This provision shall survive termination or expiration of this Agreement.
- 13.2 Notwithstanding section 13.1 above, in the event the Government Agency under this Agreement is a county department of an Owner, such Government Agency's indemnification obligations to each other Owner hereunder shall not exceed each Owner's indemnification obligations under that certain Multi-County Agreement Between the Counties of Los Angeles, Orange, Riverside, and San Diego for Shared Ownership and Ongoing Maintenance of an Electronic Recording Delivery System (the "Multi-County Agreement").
- 13.3 In the event of fraud that arises directly or indirectly from Government Agency's submission of a document through the SECURE G2G Portal for electronic recording that impacts the value of or title to real estate, Government Agency shall defend and indemnify the Owners against any Claims (as defined in section 13.1, above) for any G2G electronic recording transaction in which the Government Agency engages.

14. Termination

- 14.1 Either party may terminate this Agreement for any reason by providing 30 calendar days' written notice of termination.
- 14.2 Owners may terminate this Agreement immediately if Government Agency is in default of any of the terms of this Agreement.

14.3 Notwithstanding any other provision of this Agreement, the Owners may terminate this Agreement immediately at any time in its sole discretion as it deems necessary. The following is a non-exhaustive list of reasons for termination:

14.3.1 To protect the public interest.

14.3.2 To protect the integrity of public records.

14.3.3 To protect real property owners from financial harm.

14.3.4 To prevent fraud.

14.3.5 For Government Agency's violation of, or to prevent the violation of, any federal, state or local law.

14.4 The indemnification and limitation of liability provisions of this Agreement shall survive any termination of this Agreement.

15. Dispute Resolution

Owners and Government Agency will attempt, in good faith, to resolve any controversy or claim arising out of or relating to G2G electronic recording through either negotiation or mediation prior to initiating litigation.

16. Governing Laws and Venue

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

17. Amendment

Any amendments or modifications to this Agreement shall be in writing duly executed by each party's authorized official, which shall become effective at a time mutually agreed upon by the Parties. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Agreement not incorporated herein shall be binding on either party.

18. Assignment

This Agreement shall not be assigned by a party, either in whole or in part, without prior written consent of other party. Any assignment or purported assignment of this Agreement by a party without the prior written consent of the other party will be deemed void and of no force or effect.

19. Entire Agreement

This Agreement contains the entire and complete understanding of the Parties and supersedes any and all other agreements, oral or written, with respect to the terms under this Agreement.

20. Parties in Interest

None of the provisions of this Agreement or any other document relating hereto provides any rights or remedies to any person other than the Parties hereto and the Partner Counties and their respective successors, transferees, assumers and assigns, if any.

21. Privileged and Confidential Information

The Government Agency agrees that all personal information, which is considered privileged and confidential under state law contained within the documents submitted for recording will not be released by the Government Agency to any individual or other legal entity who would not otherwise have authorized access to such information. Any release of information by the Government Agency to any unauthorized individual or other legal entity may result in the Owners terminating this Agreement.

22. Waiver

No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this Agreement by Owners shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. No delay or omission of Owners, in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof or acquiescence therein, or be construed as a waiver of a variation of any of the terms of this Agreement.

23. Severability

If any term or portion of this Agreement is held to be invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

24. Sections and Attachments

All sections and attachments referred to herein are attached hereto and incorporated by reference.

25. Headings

The Agreement captions, clause, section and attachment headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

26. No Presumption Against Drafter

This Agreement is deemed to have been drafted jointly by the Parties. This Agreement shall be construed without regard to any presumption or rule requiring construction against or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction will be applied against any party or person.

27. Notices

Any notice requirement set forth herein shall be in writing and delivered to the appropriate party at the address listed in this subparagraph. Notice shall be given by electronic mail or deposited in the United States mail, postage prepaid, to the parties listed below. Addresses for notice may be changed from time to time by written notice to the other party. All communications shall be effective when actually received; provided, however, that nonreceipt of any communication as the result of a change in address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. For reporting a security incident, the Government Agency shall also report the incident to the Lead County at the email address specified below.

Government Agency

[GOVERNMENT AGENCY TO PROVIDE NOTICE CONTACT INFORMATION]

Lead County:

Orange County Clerk-Recorder
Attn: SECURE G2G Coordinator
601 N. Ross Street
Santa Ana, CA 92701
Email: SecureSupport@rec.ocgov.com

Please write notice contact information here in pen.

SECURE will type it into the final before it is fully executed.

28. Signatures in Counterparts:

This MOU may be executed in counterparts by the parties. This MOU is in effect as to any signatory party upon execution and, for purposes of enforcement, true copies of signatures shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed and attested to by their proper officers thereunto duly authorized and their official seals to be hereto affixed, as of the day and year first above written.

--Signatures Follow--

OWNERS

THE COUNTY OF ORANGE AS LEAD COUNTY:

Approved By: Hugh Nguyen

Signature: _____
Orange County Clerk-Recorder

Date: _____

**THE OFFICE OF THE ORANGE COUNTY COUNSEL
APPROVED AS TO FORM**

Jacqueline Guzman

Signature: _____
Title: Deputy County Counsel
Dated: 2/24/2020

GOVERNMENT AGENCY

DEPARTMENT OF (Government Agency):_____

COUNTY: _____

Approved By: _____

Signature: _____

Title: _____

Date: _____

Attachment A - Technical Specifications

1. Submission Methods

SECURE G2G Portal User Interface (UI) – Government Agencies who will be scanning paper or uploading image files directly into the SECURE G2G Portal must use a token for authentication. Government Agencies will receive recording confirmation via the UI. The UI allows user to upload a pre-scanned 300 DPI TIFF Group IV image or use a browser scanner TWAIN plugin.

SECURE G2G Portal Web API (API) – Government Agencies that directly connect to the API must adhere to the XSD standard. The XML files that are uploaded must include Base64 encoded 300 DPI TIFF Group IV image files. This process does not require a user to be involved in the transfer; it is an automatic process that will be programmed by the submitter in conjunction with the County. Government Agencies will receive recorded information via XML return batch.

2. Communications Protocol

HTTPS is required for the submission of instruments.

3. Security Framework

The required security framework is provided for in the SECURE G2G Portal software. The SECURE G2G Portal software shall use a minimum of 128-bit file and image encryption. Industry standard Secure Sockets Layer (SSL) and user login with password that is encrypted shall be employed. User passwords are controlled by the Government Agency and at a minimum changed at 90-day intervals to reduce security exposure.

- a) Endpoint Security (Authentication Token)** - Government Agencies will require one token for each agency staff member that will be utilizing the UI. For use of the token to submit documents through the SECURE G2G Portal for recording electronically, please refer to the SECURE G2G Portal User Manual.

b) Computers and User Accounts

Government Agency computer(s) connected to the SECURE G2G Portal must be dedicated workstations for G2G recording only. Government Agency computers utilized for such are required to comply with a workstation checklist provided by Lead County.

Computers that connect to SECURE G2G Portal will have system and application logging enabled with a retention period of 3 months. Lead County may request reports of user access and transaction activity.

Workstations used to submit, retrieve, or, when applicable, return SECURE G2G Portal payloads are protected from unauthorized use and access. As a minimum, workstations shall meet all of the following requirements:

- Anti-malware software configured to start on system boot-up.
- All critical operating system patches applied within one month from when the patch first becomes available.
- A hardware firewall installed and maintained.
- Up to date virus scan software that shall check for definition updates every twenty-four hours.
- A full virus scan configured to run weekly at a minimum.
- Installed applications shall be limited to the purpose of performing the necessary operational needs of the recording process as defined by the County Recorder.
- Screen Lock must be configured for activation after 10 minutes of inactivity.

Shared user accounts may not be issued. At no time shall more than one person be authorized access to SECURE G2G Portal using a single SECURE G2G Portal user account or set of identity credentials. Each person shall be uniquely identified. If a user's status changes, so that access to SECURE G2G Portal is no longer required, the user's SECURE G2G Portal account and identity credentials shall be disabled and revoked, but not deleted from the system. SECURE G2G Portal user accounts and identity credentials are non-transferable.

c) Imaging Standards

The following imaging standards shall be complied with:

- Documents must be scanned or uploaded at 300 DPI TIFF Group IV image or use a browser scanner TWAIN plugin.
- Documents will be scanned in portrait mode.
- All pages, including attachments, must be numbered sequentially.
- Documents must be scanned to original size.
- Document details, such as margins, font size and other similar requirements, must meet all applicable state statutes as set out in Government Code Section 27361 et seq.



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0308

Agenda #: D.

Agenda Date: 7/8/2025

Category: Consent Calendar

FROM:

Housing

SUBJECT:

Acceptance of the County of San Bernardino Reimbursement Funds for Furnishings for Housing Program

RECOMMENDATION:

1. Accept the County of San Bernardino Reimbursement Funds in the amount not to exceed of \$45,000;
2. Authorize the City Manager, or City Manager's designee, to execute and transmit any documents necessary or desirable to ensure the City's timely receipt of the County of San Bernardino's Reimbursement Funds.

COUNCIL GOALS:

- Practice sound fiscal management by pursuing grant opportunities.
- Provide a diverse range of housing types and levels of affordability while addressing homelessness in the community by promoting diverse range of housing projects and levels of affordability.
- Concentrate on Inter-governmental relations by pursuing financial participation from county, state and federal governments.

DISCUSSION:

The City of Fontana currently owns the three-unit multifamily property located 16000 Dorsey Ave (APN: 0232-191-10-0000) which has been identified as "graduate units" for the City's Pathway to Housing program. "Graduate units" are designated for households that have significantly progressed in previous phases of their homelessness program and are ready for permanent supportive housing. In collaboration with River's Edge, residents of these units will be provided wrap-around supportive services for program participants and their families.

To make this property ready for occupants, the City has identified a few items that need to be addressed: new fencing for occupant protection near rear parking, landscaping, and furniture. Many families going through homelessness do not have the resources to obtain the furniture necessary for their new homes. Furnishings will include beds, couches, appliances and other necessary items for families to immediately feel at home.

To assist with funding this project, the San Bernardino County Supervisor Jesse Armendarez has

authorized reimbursement funds up to \$45,000 to cover the cost of the fencing and furnishings. In order to receive these funds, the City must contribute 25% of the total project costs in match funding. To meet that obligation, the landscaping costs will be reimbursed through the City's Community Block Grant (CDBG) and Permanent Local Housing Allocation (PLHA) funds, which is approximately 26% of the total project costs.

Line Item	Cost	Funding Source
Fencing	\$18,385.27	County Reimbursement Funds
Furniture	\$24,973.79	County Reimbursement Funds
Landscaping	\$15,363.51	CDBG & PLHA
Total	\$58,722.57	

FISCAL IMPACT:

The fiscal impact associated with the approval of this item is \$58,722.57 and the expenditure budget is included in the 2024-2025 budget in Low- and Moderate-Income Housing Fund (Org 29730203), Community Development Block Grant (CDBG Project 30200002-362-E), and Permanent Local Housing Allocation (PLHA Project 30200008-295-A). Funds in the amount not to exceed \$45,000.00 are expected to be received in fiscal year 2025-2026 and will be recognized as revenue in 29730203-6450.

MOTION:

Approve Staff Recommendation.



Contract Number

SAP Number

Board of Supervisors

Department Contract Representative	Penelope Chang
Telephone Number	909-387-4886
Contractor	City of Fontana
Contractor Representative	Valerie Gonzales
	Housing Manager
Telephone Number	909-350-6625
Contract Term	08/05/2025 – 08/04/2026
Original Contract Amount	Not-to-Exceed \$45,000
Amendment Amount	
Total Contract Amount	Not-to-Exceed \$45,000
Cost Center	1022001000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, it is the policy of the Board of Supervisors (Board) to work with community partners through services provided by San Bernardino County (County) and contractual agreements to identify programs, projects, and initiatives, that support the mission of the County, and to provide services to citizens that promote health, safety, economic well-being, education, recreation, and other public services that enhance quality of life, and meet the needs of the County's citizens;

WHEREAS, under Government Code sections 26224 and 26227 the Board may contract with certain entities to provide certain services to County residents;

WHEREAS, the County desires to provide funding to the City of Fontana (Contractor) to support their Housing & Recovery Initiatives through the purchase of furniture, landscaping and fencing that will be utilized by the Contractor at the Dorsey property located at 16000 Dorsey Avenue in Fontana (Services);

WHEREAS, the Dorsey property is owned by the Contractor and will be operated by The Rivers Edge Ranch, to assist families in transitioning out of recovery from drug and alcohol dependence and toward long-term independence, ;

WHEREAS, the County would like Contractor to provide these Services;

WHEREAS, the County finds Contractor qualified to provide the Services;

WHEREAS, providing funding to Contractor for the Services serves the public purpose of providing for the health, safety and social service needs of the Second District's residents by supporting individuals and families transition out of recovery and working toward long-term independence with housing that allows them to continue building on the progress they've made while maintaining accountability and connection to the treatment program provided by The Rivers Edge Ranch; and

WHEREAS, the County residents of Fontana and the surrounding communities of the Second District will be served by the Services; and

WHEREAS, the County desires that such Services be provided by Contractor and Contractor agrees to perform these services as set forth below.

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. PURPOSE OF CONTRACT

This Contract is made for the purpose of providing funding to support Contractor for the Housing & Recovery Initiatives through the purchase of furniture for the Dorsey property, owned by the Contractor and will be operated by The Rivers Edge Ranch, to provide housing and support for families transitioning out of recovery from alcohol and drug dependence.

B. CONTRACTOR RESPONSIBILITIES AND SCOPE OF SERVICES

B.1 Funding arising out of this Contract will be used for a scope of Services to assist Contractor with preparing the housing units for occupancy, which may include the purchase or procurement of the following:

B.1.1 Living room furnishings.

B.1.2 Dining room sets.

B.1.3 Bedroom sets including beds, dressers and nightstands.

B.1.4 Kitchen appliances and basic cookware.

B.1.5 Linens, hygiene supplies and home essentials.

B.1.6 Modest home décor and storage solutions.

B.1.7 Landscaping and fencing.

B.2 Contractor shall allow the County, its officers, agents and employees the privilege and right to on-site inspection of the Services for the duration of this Contract. Contractor will ensure that its employees or agents furnish any information that in the judgment of the County, may be relevant to a question of compliance with contractual conditions, or the effectiveness, legality, and achievements of the program.

B.3 Contractor shall provide the County all documentation regarding the scope of Services covered by this Contract that the County requests from Contractor within 10 days of County's request unless a different time is agreed to by the County.

B.4 Contractor shall provide the County with documentation supporting completion of the project within 60 days of project completion.

B.5 Contractor acknowledges and agrees that it will make a matching contribution of at least 25% of the cost of the Services that Contractor will provide under this Contract, which is estimated at \$60,000. Contractor's matching contribution will be a minimum of \$15,000.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part. Any attempt by Contractor to assign any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contractor personnel to any County facility.

C.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to

disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The Second District Supervisor or his/her designee shall represent the County in all matters pertaining to the Services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. Except as provided under Section D of this Contract or as otherwise delegated by the Board of Supervisors, if this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C.14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or

otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for Services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

C.29 RESERVED.

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of Services under this Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

C.36.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

C.36.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

C.36.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C.37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County and the Contractor each reserve the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the Services described herein. Upon such termination, payment will be made to the Contractor for Services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue Services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

County may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in County funding for the Contract activity or if for any reason the timely completion of the Services described in Section A or B under this Contract is rendered improbable, infeasible or impossible.

Upon Contract termination, Contractor shall immediately transfer to County all County Funds on hand at the time of expiration and any accounts receivable attributable to the use of County Funds.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of

any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of Services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

C.45 Prevailing Wage Laws

By its execution of this Contract, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to, inspection and land surveying work..." If the Services/Scope of Work 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, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Attachment A, which is attached and incorporated by reference, for additional information regarding Prevailing Wage Laws. Contractor shall comply with all applicable terms and conditions in Attachment A. The applicable general prevailing wage determinations are on file with the County and are available to any interested party on request. Contractor shall post a copy of the applicable prevailing wage determinations at the job site.

D. TERM OF CONTRACT

The Contract is effective as of August 5, 2025 and expires August 4, 2026 but may be terminated earlier in accordance with provisions of this Contract.

The County Chief Executive Officer, at the direction of the Second District Supervisor, may extend the term of the Contract, in writing, to allow Contractor to complete all requirements in the Contract under the following conditions:

- a. In aggregate all extensions do not exceed twelve (12) calendar months;
- b. Are specifically requested by Contractor;
- c. Will not change the project goals or scope of Services;
- d. Are in the best interests of County and Contractor in performing the scope of Services under this Contract; and
- e. Do not alter the amount of compensation under this Contract.

E. RESERVED.

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed \$45,000 and is subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's Services and expenses incurred in the performance hereof, including travel and per diem.

F.2 Any costs in excess of the amount available in this section shall be the sole responsibility of Contractor. This condition however, does not preclude County from providing additional funding at its sole discretion. For the purpose of this Contract, County shall disburse compensation and monitor the Contractor's performance in satisfying the scope of work obligations under the terms of this Contract.

Disbursement of funds to Contractor shall be made in one lump sum. Upon review/approval by County, County shall make payment to Contractor within thirty (30) working days after receipt of Contractor's invoice or the resolution of any billing dispute. Contractor shall email County the Contractor's invoice requesting one lump sum payment. The invoice(s) shall reflect the Entity Payable To Name and Address, Invoice Date, Invoice Number, Project Name, Contract Number, County-Issued Purchase Order (if applicable), the text "Final Invoice", amount due, in a format acceptable to the County for Services performed under this Contract. Contractor shall email invoice to County Administrative Office-Finance and Administration (County Finance) and shall include in the Subject Line: BOS – ENTITY NAME – PROJECT NAME – CONTRACT NUMBER – PO # [PURCHASE ORDER NUMBER]" (i.e. BOS-SAN BERNARDINO COUNTY-EDUCATION PROGRAM — 25-NNN – PO 4100NNNNNN).

Contractor shall submit a final expenditure report documented with "audit ready" supportive evidence of each expenditure and proof of payment until all funds have been justified 60 days after project completion. Documentation shall be submitted electronically, and Contractor shall supply hard copies upon request by County. Supportive evidence shall include, but is not limited to, copy of County's approval email to Contractor, quotes, copy(ies) of purchase order, packing slips, **a copy** of the invoice submitted by Contractor requesting one lump sum payment from County, invoices paid by the Contractor for this project, proof of payment, etc., to County Finance. Email to County Finance shall include in the Subject Line: BOS – ENTITY NAME – PROJECT NAME – CONTRACT NUMBER – PO # [PURCHASE ORDER NUMBER]"-SUPPORTIVE DOCUMENTS.

F.3 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

- F.4** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the Services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.5** Costs for Services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F.6** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for Services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.7** Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation Services, including but not limited to, the Ontario International Airport.
- F.8** Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract.
- F.9** If the Contractor does not use the County funds provided under this Contract to pay appropriate costs associated with the scope of Services by the termination date of this Contract, the Contractor shall return the County funds, or any unused portion thereof, to the County in accordance with any directions issued by County staff, within 60 days of written demand for the return of the County funds.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of Services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of Services hereunder until the completion of such Services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- G.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing Services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- Premises operations and mobile equipment.
 - Products and completed operations.
 - Broad form property damage (including completed operations).
 - Explosion, collapse and underground hazards.
 - Personal injury.
 - Contractual liability.
 - \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract Services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- G.11.4** **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

H. RIGHT TO MONITOR AND AUDIT

- H.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of Services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.
- H.2** All records pertaining to Services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

- I.1** Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- I.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
- Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
 - Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - Withhold funds pending duration of the breach; and/or
 - Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item “b” of this paragraph; and/or
 - Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
CAO – Finance and Administration
385 N. Arrowhead Ave., Fourth Floor
San Bernardino, CA 92415
Attn: BOS Finance Analyst

City of Fontana
8353 Sierra Ave.
Fontana, CA 92335
Attn: Deputy City Manager Phillip Burum

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

L. CONTRACT EXECUTION

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

By _____
Deputy

CITY OF FONTANA

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Matthew C. Ballantyne
(Print or type name of person signing contract)

Title City Manager
(Print or Type)

Dated: _____

Address 8353 Sierra Ave.
Fontana, CA 92335

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Julie Surber, Principal Assistant County
Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Date _____

ATTACHMENT A

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
- iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
- iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and

- v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
 - i. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
 - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
 - iii. This project is subject to compliance monitoring and enforcement by the DIR.
 - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all public works projects.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
 - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

- b. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

- (a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.”

c. Labor Code section 1771.1 states the following:

“(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

"a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.”

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140):
 - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
 - ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice*.
 - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
 - iv. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
 - v. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- b. Employ Registered Apprentices

- i. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
- ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
- iii. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.
- iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
- v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
- vi. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. Make Training Fund Contributions
 - i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
 - ii. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
 - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
 - iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
 - v. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. When the Contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
 - ii. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
 - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
 - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
 - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or

- iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
 - b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.
- 5. Contractor's Compliance:**
- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0317

Agenda #: E.

Agenda Date: 7/8/2025

Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Final Acceptance of the Arrow Boulevard at Cypress Avenue Traffic Signal Project (Bid No. SB-162-DE-23)

RECOMMENDATION:

Accept as complete the work performed by DBX, Inc. for the Arrow Boulevard at Cypress Avenue Traffic Signal Project (#37603386).

COUNCIL GOALS:

- To invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by focusing on relief of traffic congestion.

DISCUSSION:

On September 12, 2023, the City Council authorized the award of a construction contract to the lowest responsible/responsive bidder (DBX, Inc.) in the amount of \$1,628,816.00 with a 10% contingency in the amount of \$162,881.60 for the Arrow Boulevard at Cypress Avenue Traffic Signal Project (#37603386). The improvements consisted of signalizing the intersection, reconstructing new Americans with Disabilities Act (ADA) compliant curb ramps, and installing new storm drain facilities.

DBX, Inc. completed the construction of the project on April 24, 2025. The project was successfully completed for the final contract amount of \$1,651,117.23, an increase of 1.37% from the original contract amount of \$1,628,816.00 and \$140,580.37 under the total authorized budget. All work has been completed to the satisfaction of the City.

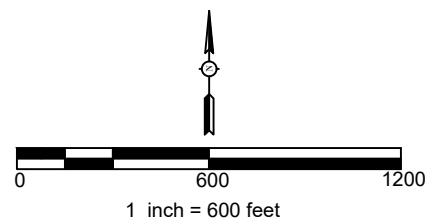
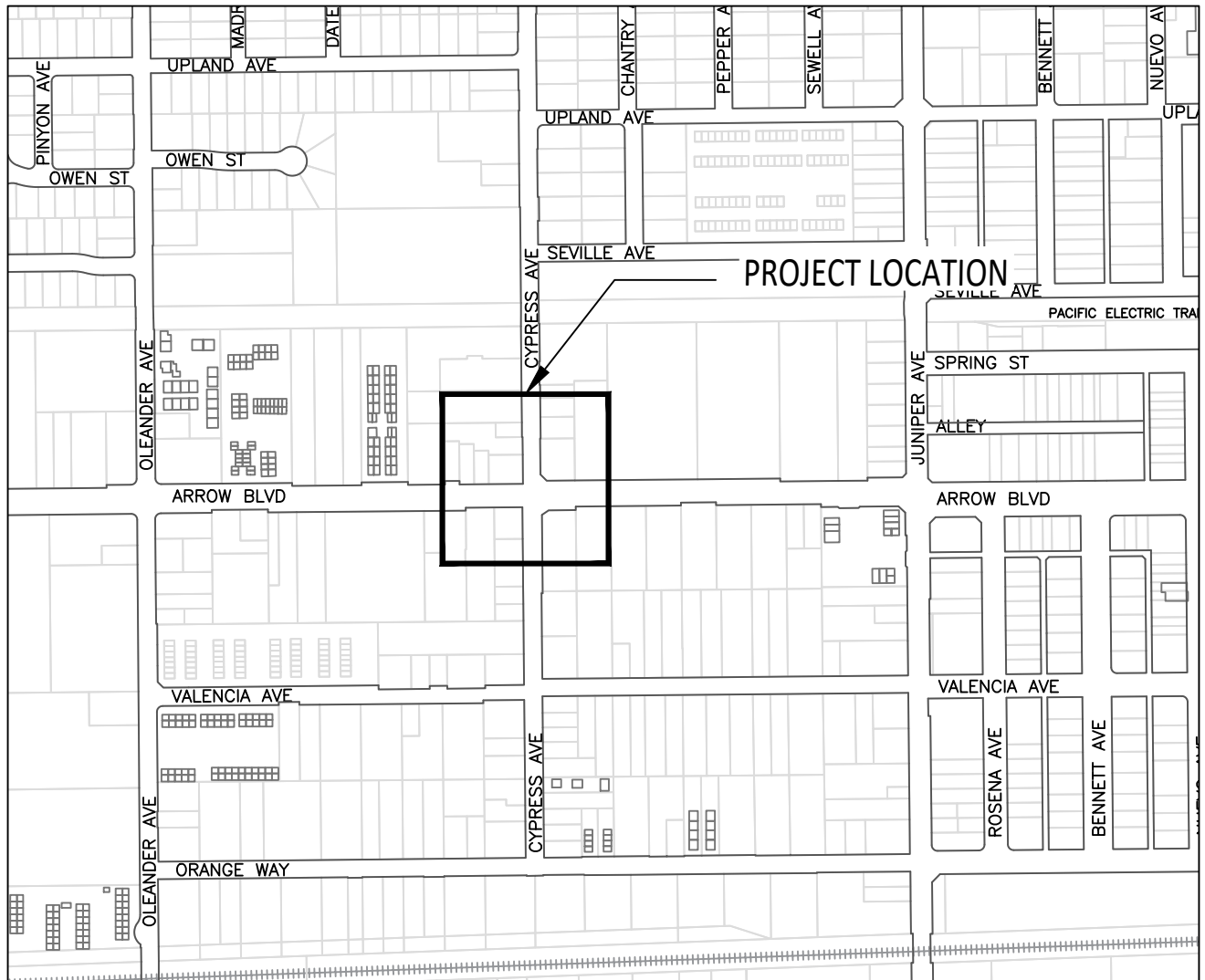
FISCAL IMPACT:

As part of the action to accept the construction of the Arrow Boulevard at Cypress Avenue Traffic Signal Project (#37603386) as complete, the City will take over the operation and maintenance of this public infrastructure. Appropriate funding for the maintenance work is included in the FY 2024-25 budget under the Public Works & Engineering Department, Traffic Division.

MOTION:

Approve staff recommendation.

ARROW BOULEVARD AT CYPRESS AVENUE TRAFFIC SIGNAL PROJECT





City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0318

Agenda #: F.

Agenda Date: 7/8/2025

Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Approve Amendment to Task Order for STC Traffic, Inc. for the Baseline Ave. and Palmetto Ave. Traffic Signal Project Design Services

RECOMMENDATION:

1. Approve and authorize the City Manager to execute Amendment No. 3 to Task Order No. 4, for STC Traffic, Inc., in the amount of \$8,010.00 for an amended task order total of \$108,175.00 for additional plan revisions and design support services.
2. Approve and authorize the City Manager to execute any future amendments to the Task Order in the amount not to exceed \$10,000.

COUNCIL GOALS:

- To invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by focusing on relief of traffic congestion.

DISCUSSION:

On June 22, 2022, the City of Fontana released a request for proposals (RFP) for the Baseline Ave. and Palmetto Ave. Traffic Signal Project Design Services to firms on the City's Pre-qualified Engineering List (SQ-87-DE-19). On July 14, 2022, proposals were received and the City executed Task Order No. 4 with STC Traffic, Inc. in the amount of \$75,365.00. On June 8, 2023, the City executed Task Order No. 4.1, Amendment No. 1 for additional design services to widen Baseline Avenue at the intersection, in the amount of \$19,560.00, for a total contract amount of \$94,925.00. On July 31, 2024, the City executed Task Order No. 4.2, Amendment No. 2 for additional potholing services in the amount of \$5,240.00, for a total contract amount of \$100,165.00.

Additional plan check comments require Amendment No. 3 to the existing task order in the amount of \$8,010.00, for a total contract amount of \$108,175.00. This amendment will cover STC Traffic, Inc.'s revisions to the plan to address all comments and complete the plans before bidding the project.

FISCAL IMPACT:

The fiscal impact associated with the approval of this item is \$8,010.00 and is included in the 2025-26 budget in Baseline Ave. and Palmetto Ave. Traffic Signal Project (#37600031).

MOTION:

Approve staff recommendation.



STANDARD TASK ORDER FORM AMENDMENT

<p>Consultant: STC Traffic, Inc.</p> <p>Date: 5/29/2025</p> <p>Original Amount: \$ 75,365.00</p> <p>Cumulative Prior Amount: \$ 100,165.00</p> <p>New Contract Amount: \$ 108,175.00</p>	<p>Task Order #: 4.3</p> <p>Proposal Bid No.: SQ-87-DE-19-37</p> <p>Contract No.: SQ-87-DE-19</p> <p>Budget No.: 37600031-246-A-8113</p> <p>Task / Project Name: Design Services for the Baseline-Palmetto Traffic Signal Project</p>
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<p>Description of Services: Additional Design Services for the Baseline-Palmetto TS Project to address additional comments from co-op agency, City of Rialto, and add an additional plan revision for the final submittal.</p> <p>Original End Date: 9/27/2025</p> <p>New End Date: 9/27/2026</p> <p>Dollar Amount of Amended Task Order: Not to exceed \$ 8,010.00</p> <p>With this Task Order Amendment, the continuing effect of the On-Call Professional Service Agreement on a Task Order Basis (Contract No. stated above) remain in full force and effect and Time of Performance shall terminate at the end date of this Task Order.</p>
<p>INITIATING PARTY (Party responsible for initiating the change order request)</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> City Initiated </div> <div style="width: 45%;"> <input type="checkbox"/> Contractor Initiated </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <input type="checkbox"/> Change in Scope </div> <div style="width: 45%;"> <input type="checkbox"/> Unforeseen Conditions </div> </div>



May 23, 2025

Ms. Kimberly Young, Sr. Civil Engineer
City of Fontana, Engineering Dept.
8353 Sierra Avenue
Fontana, CA 92335

RE: Baseline Ave at Palmetto Ave AWR 3

Dear Ms. Young,

STC Traffic (STC) is submitting this additional work request (AWR) to address/integrate comments recently received from the City of Rialto and final comments from the City of Fontana. To accommodate this change, STC will need to revise the traffic signal plan, the signing and striping plan, and the improvements plans, along with associated quantities, estimate, and specifications. The effort included in the AWR is summarized below:

- Revise the traffic signal plans to adjust poles on the northwest corner, add conduit run to southeast corner, and add City of Rialto general notes.
- Revise the signing and striping plans to stripe an eastbound right turn only lane on Baseline Ave and associated signage, add right turn pocket on southbound Palmetto Ave and associated signage, and provide truck turn template for eastbound Baseline Ave left turn onto northbound Palmetto Ave.
- Revise the street improvement plans to adjust curb ramps and sidewalks as indicated on the comments and address City of Rialto's comments pertaining to their AC sections.
- Resubmittal to the City and address up to one round of minor comments.

Deliverables:

- Revised plans, specifications, and estimates along with comment responses for up to two City submittals.

Schedule:

- STC will complete revisions and submit plans to the City of Fontana 3 weeks after receiving NTP for AWR 3.

STC Traffic's fee estimate for the above effort including work performed is \$8,010. By signing the below and returning a copy of this letter, you will authorize this amendment. I appreciate the opportunity to provide these important services. If you have any questions regarding the scope of work or fee, please get in touch with me at Christian.Lambarth@stctrffic.com.

Sincerely,

Christian Lambarth, PE, TE, PTOE
Principal Manager I, STC Traffic Inc.

Accepted by:

Signature

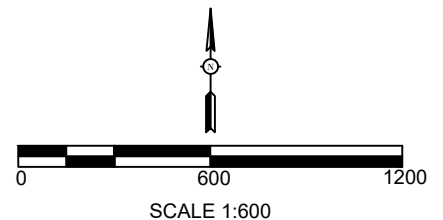
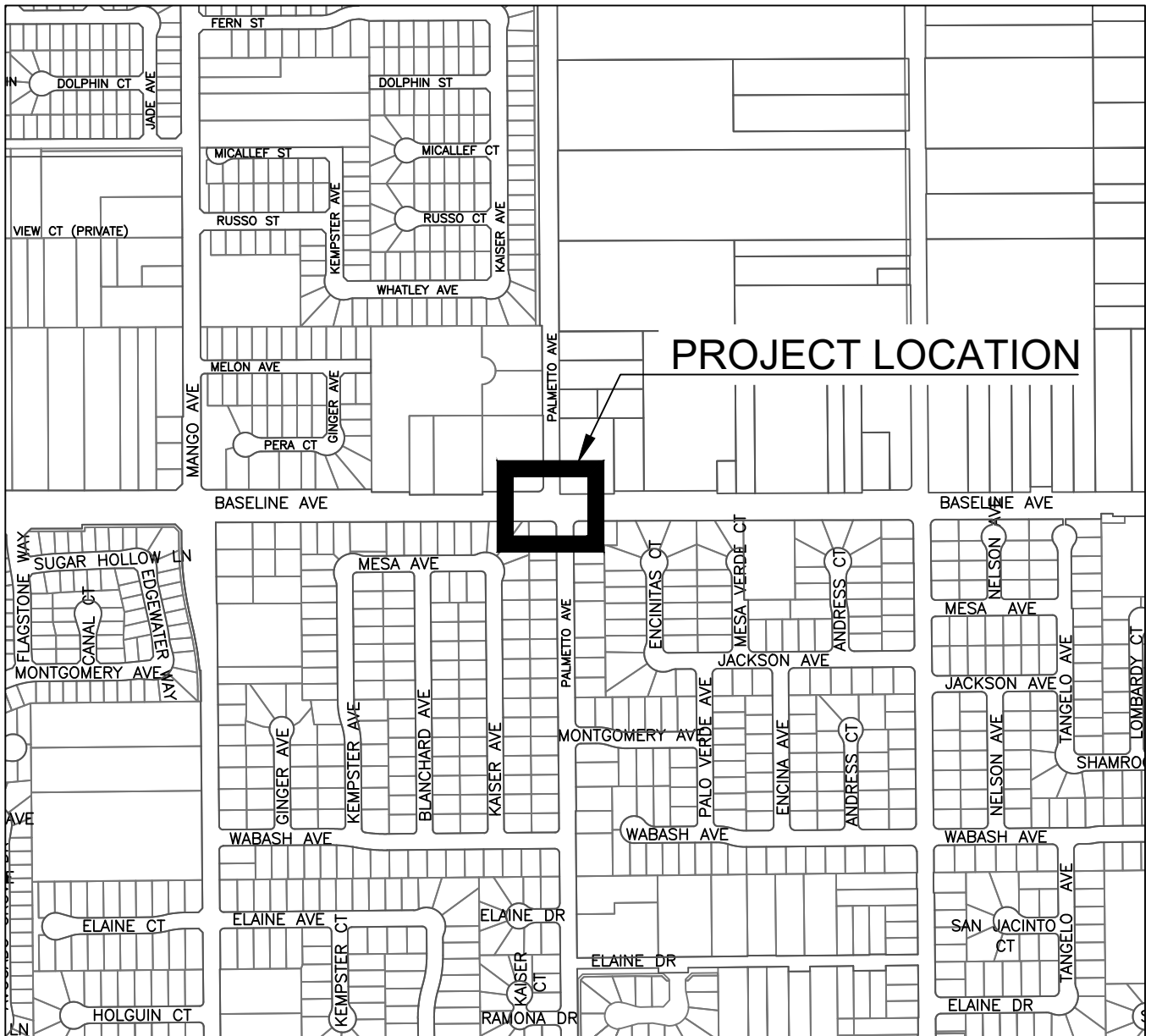
Print Name

Date

ATTACHMENT

77

BASELINE AVE & PALMETTO AVE TRAFFIC SIGNAL PROJECT





City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0330

Agenda #: G.

Agenda Date: 7/8/2025

Category: Consent Calendar

FROM:

Engineering

SUBJECT:

Final Acceptance of the Active Transportation Program (ATP) Fontana Safe Routes to School (SRTS) Gap Closure Project [Federal ID No. ATPSB1L-5307(029)] (Bid No. DE-24-01-SB)

RECOMMENDATION:

Accept as complete the work performed by CT&T Concrete Paving, Inc. for Active Transportation Program (ATP) Fontana Safe Routes to School (SRTS) Gap Closure Project (#37600003).

COUNCIL GOALS:

- To invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by focusing on relief of traffic congestion.

DISCUSSION:

On September 12, 2023, the City Council authorized the award of a construction contract to the lowest responsible/responsive bidder, CT&T Concrete Paving, Inc., in the amount of \$3,615,087.50 with a 10% contingency in the amount of \$361,508.75 for the Active Transportation Program (ATP) Fontana Safe Routes to School (SRTS) Gap Closure Project (#37600003). The proposed improvements for the Active Transportation Program (ATP) Fontana Safe Routes to School (SRTS) Gap Closure Project consisted of constructing Americans with Disabilities Act (ADA) compliant sidewalks, curb and gutter, ADA curb ramps, street striping and traffic signs, and bike lanes within the vicinity of Fontana High School, Truman Middle School, and Cypress Elementary School. The area is largely boarded by Randall Avenue, Catawba Avenue, Valley Boulevard, and Juniper Avenue.

CT&T Concrete Paving, Inc. completed the construction of the project on May 8, 2025. The project was successfully completed for the final contract amount of \$3,760,661.38, an increase of 4.03% from the original contract amount of \$3,615,087.50 and \$215,934.87 under the total authorized budget. All work has been completed to the satisfaction of the City.

FISCAL IMPACT:

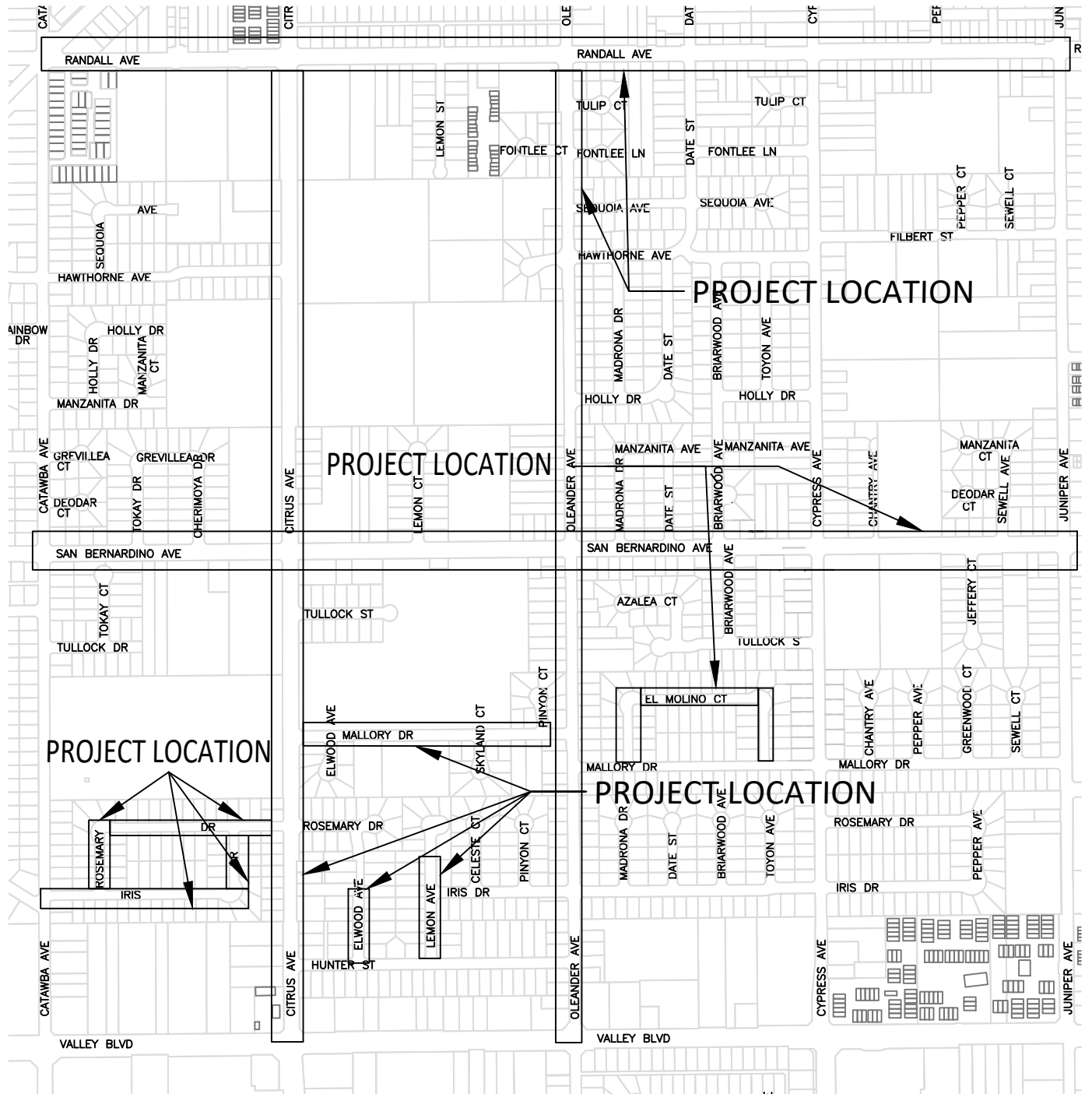
As part of the action to accept the construction of the Active Transportation Program (ATP) Fontana Safe Routes to School (SRTS) Gap Closure Project (#37600003) as complete, the City will take over the operation and maintenance of this public infrastructure. Appropriate funding for the maintenance work is included in the FY 2024-25 budget under the Public Works & Engineering Department,

Utilities and Streets Division.

MOTION:

Approve staff recommendation.

FONTANA SAFE ROUTES TO SCHOOL GAP CLOSURE PROJECT (ATPSB1L-5307(029)) PN0003





City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0333

Agenda #: H.

Agenda Date: 7/8/2025

Category: Consent Calendar

FROM:

Development Services

SUBJECT:

Loan amendment from the City of Fontana to the Stage Red Enterprise

RECOMMENDATION:

Approve the Memorandum of Understanding (MOU) for the inter-city loan repayment of one million dollars (\$1,000,000) from the City of Fontana General Fund to the Stage Red Enterprise Fund.

COUNCIL GOALS:

- Promote economic development by pursuing business attraction, retention, and expansion.
- Practice sound fiscal management by living within our means while investing in the future.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by creating and promoting community through people, parks, and programs.

DISCUSSION:

On March 12, 2024, the City Council approved a five hundred-thousand-dollar (\$500,000) loan from the General Fund to the Stage Red Account. On July 16, 2024, City Council approved a second loan for two hundred fifty thousand dollars (\$250,000). On May 13, 2025, the City Council approved a third loan for one million dollars (\$1,000,000). The City would like to amend the MOU concerning the repayment and schedule of the loan.

FISCAL IMPACT:

The \$1,750,000 repayment of the loan will commence five (5) years from the Effective Date and Stage Red will repay one hundred and seventy-five thousand dollars (\$175,000) annually beginning on or before June 30, 2029, with full repayment projected to occur on or before the date the agreement expires, which is June 30, 2038.

MOTION:

Approve amendment of the MOU.

**AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING CONCERNING
THE REPAYMENT OF A LOAN ISSUED FROM THE CITY OF FONTANA GENERAL
FUND ACCOUNT TO THE STAGE RED ENTERPRISE ACCOUNT FOR THE
OPERATIONS OF STAGE RED FONTANA**

This Amendment (“Amendment”) is made and entered into this 8th day of July, 2025, to amend the Memorandum of Understanding (“MOU”) concerning the repayment of a loan issued from the City of Fontana General Fund Account (“General Fund”) to the Stage Red Enterprise Account (“Stage Red Account”) for the operations of Stage Red Fontana. The purpose of this Amendment is to reflect an increase in the total loan amount from the General Fund to the Stage Red Fund, a corresponding increase in the total repayment amount, and an adjustment to the repayment schedule.

WHEREAS, on May 13, 2025, the Fontana City Council approved an additional one million dollar (\$1,000,000) loan from the General Fund to the Stage Red Account; and

WHEREAS, the City of Fontana desires to amend the MOU to reflect an increase of one million dollars (\$1,000,000) to the existing Loan balance of seven hundred fifty thousand dollars (\$750,000), bringing the total Loan amount to one million seven hundred fifty thousand dollars (\$1,750,000.), and to adjust the repayment schedule accordingly.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the MOU shall be amended as follows:

1. Section 2 “Purpose of MOU.” Section 2 shall be amended to read as follows:

“The purpose of this MOU is to outline the terms and conditions of the five hundred thousand dollar (\$500,000.00) loan issued on March 12, 2024, the two hundred fifty thousand dollar (\$250,000) loan issued on July 16, 2024, and a one million dollar (\$1,000,000) loan issued on May 13, 2025, for a total loan amount of one million seven hundred fifty thousand dollars (\$1,750,000), from the General Fund to the Stage Red Fund for operational purposes.”

2. Section 4 “Repayment Provisions.” Section 4 shall be amended to read as follows:

“On or before June 30, 2038, the Stage Red Account shall fully repay the Loan by tendering to the General fund the sum of one million seven hundred fifty thousand dollars (\$1,750,000), which shall be delivered in the form of ten (10) payments, in accordance with the following payment schedule:

On or before June 30, 2029	Payment due: \$175,000
On or before June 30, 2030	Payment due: \$175,000
On or before June 30, 2031	Payment due: \$175,000

On or before June 30, 2032	Payment due: \$175,000
On or before June 30, 2033	Payment due: \$175,000
On or before June 30, 2034	Payment due: \$175,000
On or before June 30, 2035	Payment due: \$175,000
On or before June 30, 2036	Payment due: \$175,000
On or before June 30, 2037	Payment due: \$175,000
On or before June 30, 2038	Payment due: \$175,000

3. Section 5 “Acknowledgement of Payment in Full.” Section 5 shall be amended to read as follows:

“When the sum of one million seven hundred and fifty thousand dollars (\$1,750,000) is paid in accordance with Paragraph 4, the Loan will be fully repaid and no other sum for interest, penalties, fees or any other purposes will be due.”

4. Except as expressly amended by this Amendment, all other terms and conditions of the original MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the Agreement has been executed as of the date first written above.

(SIGNATURES ON THE NEXT PAGE)

CITY OF FONTANA GENERAL FUND

Jessica Brown
Chief Financial Officer
Finance

STAGE RED ENTERPRISE FUND

Phillip Burum
Deputy City Manager
Development Service

CITY OF FONTANA

Matthew Ballantyne
City Manager



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0346

Agenda #: I.

Agenda Date: 7/8/2025

Category: Consent Calendar

FROM:

Development Services

SUBJECT:

Approve an increase for Architectural Services for Tenant Improvements for the Warm Shell Phase II Project for City Owned property located at 8572 Sierra Avenue.

RECOMMENDATION:

1. Approve and Authorize the City Manager, or City Manager's designee, to increase the Warm Shell Phase II Architectural services in the amount of \$88,500.
2. Approve and Authorize the City Manager, or City Manager's designee, to execute any future amendments and documents necessary for the architectural services of 8572 Sierra Avenue not to exceed an additional \$20,000.
3. Approve the Non-Competitive Proposal Single Source/Sole Source method of the City's Purchasing Policy and Procedure Manual 3.1.5 Non-Competitive Proposal.

COUNCIL GOALS:

- Promote economic development by pursuing business attraction, retention, and expansion.
- Practice sound fiscal management by living within our means while investing in the future.
- Invest in the City's infrastructure (streets, sewers, parks, etc.) by maintaining and improving the city's existing infrastructure.

DISCUSSION:

On March 25, 2024, a \$45,600 purchase order was issued for tenant improvements at 8572 Sierra Ave. to Andresen Architecture Inc. for architectural services. In addition, \$18,000 was added to the purchase order of additional services for a total of \$63,600. The tenant improvements for the property have advanced to Phase II for an additional \$88,500 increasing the current purchase order to \$152,100.

FISCAL IMPACT:

The fiscal impact associated with the approval of this item is \$88,500 and all necessary budget adjustments will be included in the next quarterly FY 2025-26 budget report in 60130106 Capital Reinvestment Fund (Fund 601).

MOTION:

Approve staff recommendation.



June 6th, 2025

City of Fontana
Attn: Phillip Burum, Deputy City Manager
8353 Sierra Avenue
Fontana, CA 92335

Dear Mr. Burum,

Attached please find our proposal for your review. After you review it, please sign a copy and return a complete set back to us with the retainer payment.

The estimated days scheduled begins upon us receiving both the signed proposal as well as the retainer. Also note that the time given to complete your project is counted as "Working Days" and therefore does not include weekends or holidays.

During this entire process you will be receiving plans from us to review. During that review time, any possible days lost shall be added to the original days scheduled. Your prompt feedback is essential for us to be efficient in completing your project as scheduled.

Your proposal covers all your plans to be completed and ready to submit to the city/county. IT DOES NOT cover the time it takes to have your plans approved. Although we have no control over how long that the cities/counties take to approve your plans, we will try our best to contact them as often as possible to check on your project's progress and keep you up to date.

If you have any questions, please feel free to contact our office at (909) 355-6688 and ask for Crystal Martinez. Thank you.

Sincerely,

Doug Andresen
Principal Architect



PROPOSAL FOR ADDITIONAL ARCHITECTURAL SERVICES

Date: 6 June 2025

Project Name: Old Timers Foundation Warm Shell T.I. (CDs - Phase II)

Client: City of Fontana

Contact: Phillip Burum, Deputy City Manager

Site Address: 8572 Sierra Avenue, Fontana, CA 92335

Mailing Address: 8353 Sierra Avenue, Fontana, CA 92335

Project No.: 23-5101

Tel: (909) 350-6727

Email: pburum@fontanaca.gov

We appreciate the opportunity to provide you with a Construction Documents proposal for Phase II for a proposed tenant improvement on the second floor to provide Restrooms, Offices, Lounge area (approx. 5,800 SF- includes Floor Framing and Foundation completed in Phase I), raise Ceiling framing (approx. 3') and a façade upgrade, per renderings received March 10th, 2025 for the Old Timers Foundation located at the above-mentioned site in Fontana, CA.

PROPOSAL TO INCLUDE THE FOLLOWING SERVICES:

1. Provide Construction Documents for a Warm Shell T.I. This includes, but is not limited to: Site Plan, Demo Plan, Exiting Diagram, Floor Plans, Roof Plan, Reflected Ceiling Plan, Sections, Interior & Exterior Elevations, Mechanical Plan, Plumbing Plan, Title-24, Electrical Plan for 2nd Floor & Exterior Lighting, and specifications according to building code and owner's criteria and all necessary details to clearly communicate work involved.
2. Expediting plans through plan check and owner's review process including making revisions, as necessary, to obtain all required approvals.
3. All telephone calls and email correspondence.
4. Book Specifications.
5. Construction Administration.
6. Electronic Submittal.

SERVICES EXCLUDED: (The following is a list of services and/or information not included but could be provided as additional services).

1. Photocopies of progress prints and plan check prints will be billed at \$3.00 per sheet. Color copies, if available, will be billed on a case-by-case basis.
2. Plans as required to process entitlements/Design Review, Radius Maps & Labels and Attendance to Design Advisory Board (DAB) & Planning Commission Meetings.
3. Kitchen Layout & Design Coordination, EHS Review, Structural Engineering, Foundation Plan, Framing Plans, Solar Panel Plans & Calcs, Truss Calculations, Site Upgrades, Site Retaining/Wall Plan, Landscape & Irrigation Plans, Reciprocal Access Agreement, Precise Grading Plan, Street Improvement Plan, Septic System Plot Plan, Soils Report & Percolation Test (for Septic & Infiltration), Sewer Plan Modification, Erosion Control Plan, Hydrology Study, Storm Water Pollution Prevention Plan (SWPPP), Water Quality Management Plan (WQMP), Construction Staking, Foundation Verification by Structural Engineer, Foundation Plan Review by Soil's Engineer, On-Site & Off Site Utility Plans, Post-Tensioned Slab Design, Processing Variances, Fire Sprinkler Plans, Fire Alarm Plans, Underground Plans, Fire Flow Test, HOA (Home Owner's Association), Technical Studies, Biological Assessment, Air Quality Study, Parking Study, Acoustical/Noise Study, Trip Generation Report, Traffic Study, Arborist Report, Radiologist Report, Storefront Calcs, Signage, Lumber Lists/Material Take-Offs, Title Reports, Grant Deeds, Structural Observation, if required by Building Department, will be billed at \$500.00 per site visit.
4. Calculations and payments of Plan Check Fees, Building Permit Fees, Variance Fees, Notary Fees and City Business License (if required), Utility Coordination (by Owner), Detailed Cost Estimates, and Material Sample Boards.
5. Additional re-design due to owner changes in scope or programming to be billed at \$150.00 per hour for Project Manager and \$200.00 per hour for Project Architect and \$250.00 per hour for Principal Architect.
6. Add or deduct alternates or phasing and Value Engineering.
7. Tracking changes for bidders for plans issued prior to plan check approval.

PROVISIONS TO AGREEMENT:

1. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of client and Architect and shall not be assigned by either client or Architect without the written consent of the other.
2. This agreement contains the entire agreement between client and Architect relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent agreements shall be in writing and signed by both client and Architect. Architect's or client's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant.
3. This agreement shall be governed by and construed in accordance with the laws of the State of California.
4. Client and Architect agree to cooperate with each other in every way on the project.
5. Upon written request, client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges which are necessary to perform the terms of this agreement. Architect shall only act as an advisor in all governmental relations.
6. Architect makes no representations concerning soil conditions and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, subsurface soil tests, or general soil testing.
7. Architect has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless Architect is responsible for such early termination, client agrees to release Architect from all liability for work performed. In the event all or a portion of the work prepared or partially prepared by Architect be suspended, abandoned, or terminated, client shall pay Architect for all fees, charges, and services provided for the project pro-rated to date of suspension of work, not to exceed any contract limit specified herein, client acknowledges if the project work is suspended and restarts, there will be additional re-start charges which shall be paid for by client as extra work.
8. Architect shall, using reasonable professional judgment, comply with all laws, codes and regulations applicable to the project and interpretations by agencies having jurisdiction over the project, to the degree that such laws, codes, regulations and interpretations by agencies are not in conflict with each other.
9. Architect will diligently strive for full compliance with all aspects of the Americans with Disabilities Act (ADA) and California Title 24. However, we cannot guarantee or ensure absolute compliance because of the subjective nature of an ultimate interpretation of the law over which we have no control.
If a client fails to pay Architect within 30 days after invoices are rendered, client agrees Architect shall have the right to consider such default in payment a material breach of this entire agreement, and upon written notice the client shall have two weeks after that to respond. If after this second notice, the client fails to pay (unless an item is under dispute), the duties, obligations, and responsibilities on architect under this agreement are terminated. In such an

event, client shall promptly pay architect for all fees, charges and services provided by Architect up to date of second notice.

10. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement. Client agrees that the periodic billings from Architect to client are correct, conclusive, and binding on client unless client, within ten (10) days from the date of receipt from such billing, notifies Architect in writing of alleged inaccuracies, discrepancies, or errors in the billing.
11. Client agrees to pay a monthly late payment charge, which will be one and one-half percent (1 ½%) per month (\$25.00 minimum) or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.
12. Client agrees that the receipt of any payment is considered an acceptance of all provisions of this agreement.
13. Client agrees that if client requests services not specified pursuant to the scope of services description within this agreement, client agrees to pay for all such additional services as extra work.
14. Client acknowledges that the design work performed pursuant to this agreement is based upon the field and other conditions existing at the time of preparation of Architect's work. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions.
15. Client shall pay the cost of checking and inspection fees, zoning and annexation, application fees, assessment fees, soils engineering fees, soils testing fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by this agreement.
16. Architect shall not be liable for damages resulting from the actions or inactions of government agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans, and amendments thereto, zoning matters, annexations or consolidations, use of conditional use permits, project or plan approvals, and building permits.
17. In the event that client institutes a suit against Architect, either directly by complaint or by way of cross-complaint, including a cross-complaint for indemnity, for alleged negligence, error, omission or other failure to perform, and client fails to obtain a judgment in client's favor, the lawsuit is dismissed, or if judgment is rendered for Architect, client agrees to pay Architect all cost of defense, including attorney's fees, expert witness fees, court costs, and any and all other expenses of defense. Client agrees such payments shall be made immediately following dismissal of the case or upon entry of judgment.
18. Architect makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and Architect shall not be responsible for fluctuations in cost factors.
19. Client agrees to limit Architect's liability to client and to all contractors and subcontractors on the project. Due to professional proven negligence, acts, errors or omissions of Architect, to the sum of \$50,000.00 or Architect's fees, whichever is less.
20. The design professional shall obtain written owner approval of the schematic design, design development and construction documents phase documents before proceeding with each subsequent phase. The owner shall be entitled to issue conditional approvals subject to specific items or conditions being incorporated into the design professional's documents. Such items or conditions shall be contained within the owner's written approvals.
21. The estimated days scheduled begins upon us receiving both the signed proposal as well as the retainer. The time given to complete your project is counted as "working days" and therefore does not include weekends or holidays. During the entire process, you will be receiving plans from us to review. During that review time, any possible days lost shall be added to the original days scheduled. So your prompt feedback is essential for us to be efficient in completing your project as scheduled.
22. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.
23. All checks returned for non-sufficient funds are to be paid with certified funds and are subject to a \$25.00 fee.
24. All parties agree that proposal was prepared with the understanding that this project will be constructed by a Negotiated Contractor. Therefore, the plans will be prepared as a "Builder's Set" of plans where the information necessary to obtain a building permit is included, but not all materials and methods of construction necessary to complete the project are necessarily described in the "Builder's Set". Because we have a Negotiated Contractor, the plans are not meant to go out to the public and are not suitable for a public works type of contract.

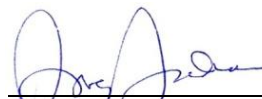
WE PROPOSE TO PROVIDE CONSTRUCTION DOCUMENTS, AS OUTLINED ABOVE, ACCOMPANIED BY ALL APPROPRIATE DESIGN CALCULATIONS & WET-STAMPED BY A CALIFORNIA LICENSED ARCHITECT FOR THE SUM OF: \$88,500.00

Fee breakdown as follows:	Architectural:	\$22,500.00
	Structural Engineering:	\$34,500.00
	Mechanical, Plumbing & Electrical:	\$12,500.00
	Book Specifications Phase I:	\$1,500.00
	Book Specifications Phase II:	\$2,500.00
	Construction Administration:	\$15,000.00
	Total:	\$88,500.00

Signed agreement is required to start project. First draft will be completed and ready for owner's review within twenty (20) working days after receipt of signed proposal and retainer payment. Construction Documents will be completed and ready for owner's review within twenty (20) working days of First Draft approval. Progress payments will be billed as work is completed. Remaining balance will be due when plans are completed and ready for initial submittal.

Please note, Per Sections 502A.4 and 502A.5 of the California Existing Building Code, we will design the existing load-carrying structural elements to not be increased by more than 5 percent and the existing lateral load-carrying structural elements to not be increased by more than 10 percent, so that the existing building will be permitted to remain unaltered.

Architect agrees to be held liable for errors and omissions in the project documents arising from the sole negligence of the Architect (see Provisions to Agreement listed above). This agreement may be terminated by either party upon seven day's written notice, should the other party fail to substantially perform, in accordance with its terms through no fault of the party initiating the termination. This agreement entered into at: 17087 Orange Way, Fontana, CA 92335, as of the date written above. This proposal will remain valid for a period of forty-five (45) days, at which time its terms may be subject to change.



**Doug Andresen, Principal Architect, c. 14504
Andresen Architecture, Inc**

**Phillip Burum, Deputy City Manager
City of Fontana**



CITY OF FONTANA NON-COMPETITIVE SOURCE SELECTION JUSTIFICATION

Contract/Req. No.:	22401008	Amendment No.:	3	Requestor:	Linda Alonzo	Date:	6/23/25
Pre-Tax Amount:	\$ \$ 88,500.00	Tax:	\$ \$ 0.00	Freight:	\$ \$ 0.00	Total Amount:	\$ \$ 88,500.00
Vendor Name:	Andresen Architecture Inc.						

FUNDING SOURCE AND AUTHORIZATION (check as applicable)

City Resources	<input checked="" type="checkbox"/>	Gov't Grant	<input type="checkbox"/>	Other	<input type="checkbox"/>
Certifications:	Debarment⁴		Anti-Lobby⁵		Certificate(s) Attached
	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
					<input checked="" type="checkbox"/> Not Applicable
Fund:	601			Org Account:	60130106
Equipment Screening⁶:	Yes	<input type="checkbox"/>	Not Applicable	<input checked="" type="checkbox"/>	Title Vests: -
Purchase Description:	Architectural services				

1. Source Selection - Competition is impracticable (Check appropriate box):

- ☐ **UNAVAILABLE FROM ANY OTHER SOURCE.** No competitive advantage would be gained from competitive pricing, such as when equipment, goods, materials, supplies, personal property, or services are unique and are only available from one source. (Explain below. Include all contacts made to verify the sole source or single source situation.)
- ☐ **COOPERATIVE PURCHASING AGREEMENT.** This product or service required is being purchased under a cooperative purchasing agreement. (Explain below).
- ☐ **SAME PRICE PURCHASED BY ANOTHER PUBLIC AGENCY.** The product or service required was awarded a bid by another public agency that has purchasing procedures substantially similar to those that the city would have been required to use, and the vendor offers the same price(s) to the city that it offered to the other agency.
- ☐ **EMERGENCY.** This product or service required is due to an emergency, determined by the City Manager, which could not have been anticipated and critical need precludes any form of competition. (Purchases more than \$100,000 must be presented at the next regular City Council Meeting for ratification by the City Council. Please attach supporting documentation and approval from City Manager).
- ☒ **OTHER REASON(S).** (Explain below).

Detail information to support above justification(s):

Andresen Architecture, has produced architectural plans for the City of Fontana for over 17 years. Andresen Architecture has completed architectural plans for dozens of private sector projects in the Downtown area. Their current experience with private development, historical in-depth knowledge of development in the downtown revitalization area, along with their specific market knowledge of end user requirements makes them uniquely qualified for this service. Use of another vendor would compromise the integrity and continuity of the City's Downtown Revitalization Plan, project delays, and increased costs for construction.

⁴ Applies to purchases under a Federal Grant equal to or more than \$25,000

⁵ Applies to purchases under a Federal Grant equal to or more than \$100,000

⁶ Applies to equipment purchases under a Federal Grant equal to or more than \$10,000

2. Price/Cost Analysis (**ONLY APPLICABLE TO PURCHASES/CONTRACTS THAT EXCEED \$100,000**):

The action taken in verifying price reasonableness is indicated below. Identify the method(s) listed below used to verify price reasonableness. Check one or more paragraphs below as applicable.

- ☐ Current price schedule (verifiable catalogue, published price list, etc.)
Schedule Name/No.: _____ Unit Price: \$ _____
Supplier Contact: _____ Date of Schedule: _____
- ☐ Previous purchase.
Supplier: _____ Unit Price: _____
PO No.: _____ PO Date: _____
- ☐ Similar item in related industry.
Price Source: _____ Unit Price: _____
Supplier: _____ Date: _____
- ☐ Any other Reasonable basis:

3. Small Business' Solicited (**Federally Funded Procurements Only**)

- ☐ Document whether Small Business, HUBZone Small Business, Small Disadvantaged Business, Women Owned Small Business or Service Disabled Veterans Owned Business or Veterans of Vietnam Era Owned Business concerns were solicited and, if not, why not.
- ☐ Applicable Businesses' referenced above were solicited.
- ☐ No Applicable Businesses referenced above were solicited because

-----Attach additional sheets as needed-----



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0356

Agenda #: J.

Agenda Date: 7/8/2025

Category: Consent Calendar

FROM:

City Clerk

SUBJECT:

Approval of Revised Administrative Policy - Section 10-01: Content of Administrative Policy Manual

RECOMMENDATION:

Adopt **Resolution No. 2025-046**, approving the revised Administrative Policy Section 10-01, titled "Content of Administrative Policy Manual," which establishes updated guidelines for the structure, approval, distribution, and maintenance of the City's Administrative Policy Manual.

COUNCIL GOALS:

- Create and maintain a dynamic team by supporting the decisions of the majority once made.
- Create and maintain a dynamic team by promoting stability and predictability by providing consistent policy direction.

DISCUSSION:

The City's Administrative Policy Manual provides a standardized framework for administrative operations and guidance for City staff. Section 10-01 was originally adopted in 1991 and last revised in 2010. In alignment with evolving operational needs and best practices in municipal administration, staff has reviewed and updated this section to clarify approval processes, define formatting expectations, and reinforce responsibilities for policy dissemination and training.

The proposed revisions to Section 10-01 include:

- Clear criteria for when City Council versus City Manager approval is required.
- Defined formatting standards and numbering structure for administrative policies.
- Updated procedures for internal review, adoption, and distribution of policies.
- Clarification of departmental responsibilities for training and manual maintenance.

These changes are intended to improve transparency, consistency, and accountability in the creation and management of administrative policies across all City departments.

FISCAL IMPACT:

None.

MOTION:

Approve staff recommendation.

RESOLUTION NO. 2025-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA,
CALIFORNIA, APPROVING THE REVISED ADMINISTRATIVE POLICY
SECTION 10-01 TITLED “CONTENT OF ADMINISTRATIVE POLICY
MANUAL.”**

WHEREAS, the City of Fontana maintains an Administrative Policy Manual to provide employees and volunteers with consistent and reliable guidance regarding administrative procedures and operational expectations; and

WHEREAS, Section 10-01 of the Manual was originally adopted by Resolution No. 1991-16 on January 15, 1991, and was subsequently revised by Resolution No. 1997-79 on November 18, 1997, and Resolution No. 2010-109 on October 27, 2010; and

WHEREAS, the City has reviewed and updated Section 10-01 to enhance clarity regarding the policy development process, format, approval requirements, distribution, and departmental responsibilities; and

WHEREAS, the proposed revisions ensure greater transparency, consistency, and accountability in the development and maintenance of administrative policies; and

WHEREAS, it is in the best interest of the City to adopt the revised policy to ensure current and effective administrative procedures are in place.

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

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

Section 2. Findings/Approvals. The City Council hereby approves the revised Administrative Policy Section 10-01 titled “Content of Administrative Policy Manual”, as attached hereto as Exhibit A.

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

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

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

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

APPROVED AND ADOPTED this 8th day of July, 2025.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

I, Germaine Key, City Clerk of the City of Fontana, California, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting thereof, held on the 8th day of July, 2025, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk of the City of Fontana

Mayor of the City of Fontana

ATTEST:

City Clerk of the City of Fontana

City of Fontana
POLICY AND PROCEDURES

Subject:	Content of Administrative Policy Manual	Page 1 of 4	Section 10-01
		Effective Date 07-08-2025	Issued Date 07-08-2025

Resolution Number: 2025-XXX

Approval Date: July 8, 2025

Revised: Resolution 1997-79 on November 18, 1997

Resolution 2010-109 on October 27, 2010

First Adopted by Resolution 1991-16 on January 15, 1991

I. PURPOSE

To establish guidelines regarding the contents of the Administrative Policy Manual and the establishment and inclusion of new policies.

II. GENERAL POLICY

The Administrative Policy Manual is a document containing administrative regulations, procedures, and policy statements that guide the decisions and actions of all City employees and volunteers. All employees and volunteers are expected to adhere to these policies and procedures as failure to do so could result in disciplinary action.

III. PROVISIONS

A. Content

Although each item shall be considered on its own merit, the general criteria for material are as follows:

1. City Council Approval is Needed When:

- The policy affects the public or establishes new regulations impacting residents or businesses.
- It involves significant financial commitments or budgetary changes.
- It's legally required, such as policies related to ethics, transparency, or personnel matters that exceed administrative authority.
- All council-approved policies shall be adopted by Resolution.

2. City Manager Approval is Sufficient When:

- The policy pertains to internal administrative procedures or operational matters.
- It aligns with existing council-approved policies and budgets.
- It addresses department-level guidelines or personnel matters within the City Manager's authority.
- It involves minor procedural changes that do not require legislative action.

City of Fontana
POLICY AND PROCEDURES

Subject:	Content of Administrative Policy Manual	Page 2 of 4	Section 10-01
		Effective Date 07-08-2025	Issued Date 07-08-2025

Resolution Number: 2025-XXX

Approval Date: July 8, 2025

Revised: Resolution 1997-79 on November 18, 1997

Resolution 2010-109 on October 27, 2010

First Adopted by Resolution 1991-16 on January 15, 1991

3. If there's ambiguity, the City Attorney or legal counsel may be consulted to determine the appropriate approval level.
4. Policies that affect the majority of the departments or employees shall be included in the Administrative Policy Manual. Policies that deal with specific departmental operations shall be included in the appropriate department manuals.

B. Format

1. All proposed policies shall be prepared in the Administrative Policy Manual format and include the following items.
 - a. Purpose – the objective of the policy or procedure.
 - b. General Policy – a general statement and definition of the policy or procedure.
 - c. Provisions – a statement of the steps necessary to accomplish the policy, purpose, or objective.
 - d. Definitions – defines specific terms used throughout the policy. The definitions provide a clear understanding of what those terms mean in the context of the policy, preventing ambiguity and ensuring consistent interpretation.
2. The administrative policies are numbered and identified as follows:
 - a. Section – refers to one of the major subdivisions and is identified by the first two digits in the numbering sequence. The sections are as follows:

Introduction	10
Ethics	15
Administration	20
Communication	30
Fiscal Administration	40
Human Resources	50
Risk Management	60
Technology	70

City of Fontana
POLICY AND PROCEDURES

Subject:	Content of Administrative Policy Manual	Page 3 of 4	Section 10-01
		Effective Date 07-08-2025	Issued Date 07-08-2025

Resolution Number: 2025-XXX

Approval Date: July 8, 2025

Revised: Resolution 1997-79 on November 18, 1997

Resolution 2010-109 on October 27, 2010

First Adopted by Resolution 1991-16 on January 15, 1991

- b. Number – refers to the policy within the section and is identified by the third and the fourth digits in the numbering sequence. Thus, the first administrative policy under the Communication Section would be 30-01; the third administrative policy under Fiscal Administration would be 40-03

C. Approval of New Policies and Revisions

When Approved by the City Council:

1. New or revised policies shall be submitted with a staff report and resolution by the Lead Department to its respective Department Head and Deputy City Manager for review and approval before forwarding the policy to the City Clerk's Office.
2. The City Clerk's Office will review the new or revised policy for consistent format and send to each affected department (Department Head and designated staff) and the City Manager's Office for review. Any revisions and corrections will be given to the originating Lead Department to complete.
3. Upon completion of City staff review, the City Clerk's Office shall assign the appropriate manual section and policy number and submit the new or revised policy for consideration and adoption by the City Council.
4. The effective date is the date for which the City Council approves the policy.
5. The issued date is the date that the policy is posted on the Intranet and distributed to all employees.

When Approved by the City Manager

1. The Lead Department shall submit the new or revised policy to its respective Department Head and Deputy City Manager for review and approval before forwarding the policy to the City Clerk's Office.
2. The City Clerk's Office will review the new or revised policy for consistent format and send to each affected department (Department Head and designated staff) and the City Manager's Office for review. Any revisions and corrections will be given to the originating Lead Department to complete.
3. Upon completion of City staff review and approval by the City Manager, the City Clerk's Office shall assign the appropriate manual section and policy number.

City of Fontana
POLICY AND PROCEDURES

Subject:	Content of Administrative Policy Manual	Page 4 of 4	Section 10-01
		Effective Date 07-08-2025	Issued Date 07-08-2025

Resolution Number: 2025-XXX

Approval Date: July 8, 2025

Revised: Resolution 1997-79 on November 18, 1997

Resolution 2010-109 on October 27, 2010

First Adopted by Resolution 1991-16 on January 15, 1991

4. The effective date is the date for which the City Manager approves the policy.

5. The issued date is the date that the policy is posted on the Intranet and distributed to all employees.

D. Distribution of New Policies and Revisions

1. After the new or revised policy is approved, the City Clerk's Office shall post on the Intranet and distribute a memo stating the changes, with a copy of the new or revised policy enclosed, and update the Table of Contents as needed.
2. The City Clerk's Office shall maintain the official, current Administrative Policy Manual, as well as all historical Administrative Policy Manual files, in accordance with the City's Records Management Program.
3. All City Departments are responsible for keeping their copies of the Administrative Policy Manual current and accessible.

E. Maintenance of Administrative Policies

1. Administrative policies should be reviewed whenever the need arises.

F. Training

The Lead Department is responsible for ensuring that staff citywide understands the policies for which they are the lead and develops and coordinates training as necessary. The Human Resources Department shall include general training on the Administrative Policy Manual in its orientation to new employees and conduct an annual review of policies for current employees.

City of Fontana
POLICY AND PROCEDURES

Subject:	Content of Administrative Policy Manual	Page 1 of 4	Section 10-01
		Effective Date 07-08-2025	Issued Date 07-08-2025

Resolution Number: 2025-XXX

Approval Date: July 8, 2025

Revised: Resolution 1997-79 on November 18, 1997

Resolution 2010-109 on October 27, 2010

First Adopted by Resolution 1991-16 on January 15, 1991

I. PURPOSE

To establish guidelines regarding the contents of the Administrative Policy Manual and the establishment and inclusion of new policies.

II. GENERAL POLICY

The Administrative Policy Manual is a document containing administrative regulations, procedures, and policy statements that guide the decisions and actions of all City employees and volunteers. All employees and volunteers are expected to adhere to these policies and procedures as failure to do so could result in disciplinary action.

III. PROVISIONS

A. Content

Although each item shall be considered on its own merit, the general criteria for material are as follows:

1. City Council Approval is Needed When:

- The policy affects the public or establishes new regulations impacting residents or businesses.
- It involves significant financial commitments or budgetary changes.
- It's legally required, such as policies related to ethics, transparency, or personnel matters that exceed administrative authority.
- All council-approved policies shall be adopted by Resolution.

2. City Manager Approval is Sufficient When:

- The policy pertains to internal administrative procedures or operational matters.
- It aligns with existing council-approved policies and budgets.
- It addresses department-level guidelines or personnel matters within the City Manager's authority.'

It involves minor procedural changes that do not require legislative action.

City of Fontana
POLICY AND PROCEDURES

Subject:	Content of Administrative Policy Manual	Page 2 of 4	Section 10-01
		Effective Date 07-08-2025	Issued Date 07-08-2025

Resolution Number: 2025-XXX

Approval Date: July 8, 2025

Revised: Resolution 1997-79 on November 18, 1997

Resolution 2010-109 on October 27, 2010

First Adopted by Resolution 1991-16 on January 15, 1991

3. If there's ambiguity, the City Attorney or legal counsel may be consulted to determine the appropriate approval level.
4. Policies that affect the majority of the departments or employees shall be included in the Administrative Policy Manual. Policies that deal with specific departmental operations shall be included in the appropriate department manuals.

B. Format

1. All proposed policies shall be prepared in the Administrative Policy Manual format and include the following items.
 - a. Purpose – the objective of the policy or procedure.
 - b. General Policy – a general statement and definition of the policy or procedure.
 - c. Provisions – a statement of the steps necessary to accomplish the policy, purpose, or objective.
 - d. Definitions – defines specific terms used throughout the policy. The definitions provide a clear understanding of what those terms mean in the context of the policy, preventing ambiguity and ensuring consistent interpretation.
2. The administrative policies are numbered and identified as follows:
 - a. Section – refers to one of the major subdivisions and is identified by the first two digits in the numbering sequence. The sections are as follows:

Introduction	10
Ethics	15
Administration	20
Communication	30
Fiscal Administration	40
Human Resources	50
Risk Management	60
Technology	70

City of Fontana
POLICY AND PROCEDURES

Subject:	Content of Administrative Policy Manual	Page 3 of 4	Section 10-01
		Effective Date 07-08-2025	Issued Date 07-08-2025

Resolution Number: 2025-XXX

Approval Date: July 8, 2025

Revised: Resolution 1997-79 on November 18, 1997

Resolution 2010-109 on October 27, 2010

First Adopted by Resolution 1991-16 on January 15, 1991

- b. Number – refers to the policy within the section and is identified by the third and the fourth digits in the numbering sequence. Thus, the first administrative policy under the Communication Section would be 30-01; the third administrative policy under Fiscal Administration would be 40-03

C. Approval of New Policies and Revisions

When Approved by the City Council:

1. New or revised policies shall be submitted with a staff report and resolution by the Lead Department to its respective Department Head and Deputy City Manager for review and approval before forwarding the policy to the City Clerk's Office.
2. The City Clerk's Office will review the new or revised policy for consistent format and send to each affected department (Department Head and designated staff) and the City Manager's Office for review. Any revisions and corrections will be given to the originating Lead Department to complete.
3. Upon completion of City staff review, the City Clerk's Office shall assign the appropriate manual section and policy number and submit the new or revised policy for consideration and adoption by the City Council.
4. The effective date is the date for which the City Council approves the policy.
5. The issued date is the date that the policy is posted on the Intranet and distributed to all employees.

When Approved by the City Manager

1. The Lead Department shall submit the new or revised policy to its respective Department Head and Deputy City Manager for review and approval before forwarding the policy to the City Clerk's Office.
2. The City Clerk's Office will review the new or revised policy for consistent format and send to each affected department (Department Head and designated staff) and the City Manager's Office for review. Any revisions and corrections will be given to the originating Lead Department to complete.
3. Upon completion of City staff review and approval by the City Manager, the City Clerk's Office shall assign the appropriate manual section and policy number.

City of Fontana
POLICY AND PROCEDURES

Subject:	Content of Administrative Policy Manual	Page 4 of 4	Section 10-01
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4. The effective date is the date for which the City Manager approves the policy.

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1. After the new or revised policy is approved , the City Clerk’s Office shall post on the Intranet and distribute a memo stating the changes, with a copy of the new or revised policy enclosed, and update the Table of Contents as needed.
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E. Maintenance of Administrative Policies

1. Administrative policies should be reviewed whenever the need arises.

F. Training

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City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0359

Agenda #: K.

Agenda Date: 7/8/2025

Category: Consent Calendar

FROM:

Engineering

SUBJECT:

A Resolution of the City Council of the City of Fontana Approving and Authorizing an Access License and Indemnity Agreement between the City of Fontana and Narra Hills Community Association

RECOMMENDATION:

Adopt **Resolution No. 2025-047**, approving and authorizing the City Manager to enter into an Access License and Indemnity Agreement with Narra Hills Community Association for fire and emergency ingress and egress purposes.

COUNCIL GOALS:

- To invest in the City's infrastructure (streets, sewers, parks, etc.) by providing for the development of new infrastructure.
- To invest in the City's infrastructure (streets, sewers, parks, etc.) by improving the aesthetics of the community through code enforcement, street sweeping, and landscape maintenance.

DISCUSSION:

Narra Hills Community Association ("Association") manages a residential master planned development immediately adjacent to City-owned property. The Association's property includes community walls with access gates that serve as barriers and controlled access points that provides access to the City's property. Due to the configuration of the development and adjacent properties, the Association requires access through the City's property to facilitate fire and emergency access for resident evacuation.

The proposed agreement formalizes this access by establishing the terms and conditions for its use to ensure that the Association and its members can access the property for emergency purposes while also protecting the City's interests and property.

FISCAL IMPACT:

There is no fiscal impact associated with the approval of this item.

MOTION:

Approve staff recommendation.

Access License and Indemnity Agreement

This Access License and Indemnity Agreement (“Agreement”) dated _____ 20__, is entered into by and between the City of Fontana, a California municipal corporation (“Grantor”), and Narra Hills Community Association, a California nonprofit mutual benefit corporation (“Association” or “Grantee”) with respect to the following facts:

RECITALS

- A. Grantor is the owner of that certain real property located in Fontana, California in the County of San Bernardino, and as more particularly set forth in **Exhibit “A”** attached hereto and incorporated herein (“Grantor’s Property” or the “Property”).
- B. Grantee is the governing body responsible for management, maintenance and administration of a residential master planned development (the “Project”) in the City of Fontana, California, under the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements (“CC&Rs”) recorded August 10, 2023 as Document No. 2023-0196670 in the Official Records of the County of San Bernardino, and is the owner of certain easement rights as more particularly described in the Tract Map and subject to the terms and conditions of the CC&Rs.
- C. Grantee also owns the property immediately adjacent to Grantor’s Property located in Fontana, San Bernardino County, California, as more specifically described in Grantee’s CC&Rs (“Association Property”), which specifically includes Community Walls with access gates that serve as barriers and points of controlled access to Grantor’s Property.
- D. Grantee now requires use of Grantor’s Property for fire and emergency ingress and egress purposes.
- E. Grantor has resolved to grant Grantee and Grantee’s employees, contractors, agents, representatives, members, tenants, invitees, and guests (together “Authorized Persons”) a license to utilize Grantor’s Property solely for the purposes of fire and emergency evacuation subject to the conditions set forth below.

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

AGREEMENT

1. Grant of License and Right of Entry. Grantor hereby grants to Grantee and its Authorized Persons a license to enter on the Property for fire and emergency evacuation purposes only (“License”). The License herein is non-exclusive, and Grantor shall retain the right of entry and access to the Property.

2. Unpermitted Access to Property. Grantee and its Authorized Persons are expressly prohibited from entering or accessing the Property for purposes not explicitly authorized under this License. Any access beyond the scope of this Agreement shall constitute a material breach of this License.

3. Repair of Damage. If there is any damage to the Property caused by Grantee or its Authorized Persons, Grantee shall be obligated to restore the Property to the same condition existing before Grantee or its Authorized Persons caused said damage(s).

4. Release, Waiver and Indemnity. Grantee hereby waives, releases, indemnifies against, discharges and holds Grantor and Grantor's officers, employees, agents, attorneys and assigns harmless from and against any and all claims, demands, liabilities, judgments, penalties, losses, costs, damages, and expenses (including attorney fees) relating to or arising from Grantee's acts, omissions, or entry upon or onto Grantor's Property, or the acts, omissions, or entry upon or onto Grantor's Property by Grantee's Authorized Persons. Grantee agrees not to sue Grantor or Grantor's agents for any claims, damages, costs, attorney's fees, or causes of action which they have or may have in the future, or which third parties have or may have in the future, as a result of damages, injuries, including death, sustained or incurred by Grantee or Grantee's acts, omissions, or entry upon or onto entry onto Grantor's Property, including but not limited to the negligence, breach of contract or wrongful conduct of the parties. Grantee shall further defend, indemnify and hold harmless at their own expense, including attorney's fees, the Grantor and Grantor's agents in any action or proceeding, legal, administrative or otherwise, based upon such acts, omissions or willful misconduct, however such actions or proceedings may arise.

Grantor agrees to indemnify, defend and hold Grantee, its officers, agents, and employees, harmless from any and all claims, demands, lawsuits, judgments, damages, losses, injuries or liability of any nature whether brought by Grantor, Grantor's elected officials, officers, agents, employees or volunteers, Grantor's contractors or subcontractors or by third party, which damages, losses, injuries or liability occur as a result of any defects in the Grantor's title to the Property, Grantor's intentional and physical obstruction of Grantee's access to the Property, or caused by Grantor's failure to comply with any of its obligations under this Agreement. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

5. Revocation. Except as set forth in Section 6 of this Agreement, this License may not be revoked except by the mutual written agreement of both parties. Neither party shall have the unilateral right to revoke or alter the terms of this License.

6. Termination for Cause. Notwithstanding Section 5 of this Agreement, either Party (the Non-Breaching Party") shall have the right to terminate this Agreement for cause if the other Party (the "Breaching Party") commits a material breach of any of its fundamental obligations under this Agreement.

To effect such termination, the Non-Breaching Party shall first provide the Breaching Party with written notice, specifying the material breach in reasonable detail. The Breaching Party will then have a period of sixty (60) days from the receipt of such notice to cure the identified breach.

If the nature of the material breach is such that it cannot be cured within the initial sixty (60) day period, the cure period may be extended for an additional sixty (60) days, provided that the Breaching Party commences and diligently pursues a cure of the material breach within the initial period. Should the Breaching Party fail to cure the material breach within the time periods permitted herein, the Non-Breaching Party may terminate this Agreement by providing a second written notice, which shall constitute the notice of termination. Such termination shall be effective immediately upon the Breaching Party's receipt of this second notice.

7. Manner of Giving Notice. Except as otherwise provided herein, all notices and demands that either party is required or desires to give to the other will be given in writing by personal delivery, express courier service, certified mail, return receipt requested, or by facsimile followed by next-day delivery of a hard copy to the address or facsimile number set forth below for the respective party, provided that if any party gives notice of a change of name, address, or facsimile number, notices to that party will thereafter be given as demanded in that notice. All notices and demands so given will be effective upon receipt by the party to whom notice, or a demand is being given.

To Grantor:	City of Fontana Attn: Engineering Department 8353 Sierra Avenue Fontana, CA 92335
Copy to:	Best Best & Krieger Attn: City of Fontana, City Attorney 2855 E. Guasti Road Ontario, CA 91761
To Grantee:	Narra Hills Community Association C/O First Service Residential 15241 Laguna Canyon Rd Irvine CA, 92618

8. No Creation of Property Interest. This License does not create, transfer or convey any ownership interest, easement, possessory, leasehold or other property interest in favor of the Grantee or any other party. The rights under this License are limited to those expressly set forth herein and are subject to revocation at the reasonable discretion of the Grantor.

9. No Public Right of Way. This License does not create or establish any public right of way or public access to the Property. All access and use under this agreement is limited to the terms expressly provided in this License.

10. Professional Fees. If either Grantor or Grantee commences any action, suit, or proceeding, including arbitration, against the other party arising out of or in connection with this Agreement, each party shall be solely responsible for its own attorneys' fees and costs.

11. Entire Agreement. This Agreement is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may neither be modified, changed, supplemented, or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. Nothing in this Agreement is intended to modify any of the rights, duties or obligations described in Grantee's CC&Rs.

12. Governing Law and Venue. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of California. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue shall be in the County of San Bernardino.

13. Authority. Each person executing this Agreement represents and warrants that he or she has the power and authority to execute and deliver this Agreement on behalf of the party for which such execution and delivery is being made.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which, together, will constitute one and the same instrument.

15. Amendment. This Agreement may be amended only by a written instrument signed by duly authorized representatives of both parties.

Licensee:

Narra Hills Community Association,
a California nonprofit mutual benefit
corporation

By: _____
Name: _____
Its: _____

Licensor :

City of Fontana,
a California municipal corporation

By: _____
Name: _____
Its: _____

ATTEST

Germaine Key
City Clerk

**EXHIBIT “A”
PROPERTY (LICENSE AREA)**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FONTANA,
IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS
DESCRIBED AS FOLLOWS (FIGURE 1):

PARCEL W:

TRACT 20010 LOT W BOOK 365 PAGE 8 FOR LANDSCAPE PURPOSES AS DESCRIBED
IN TRACT 20010

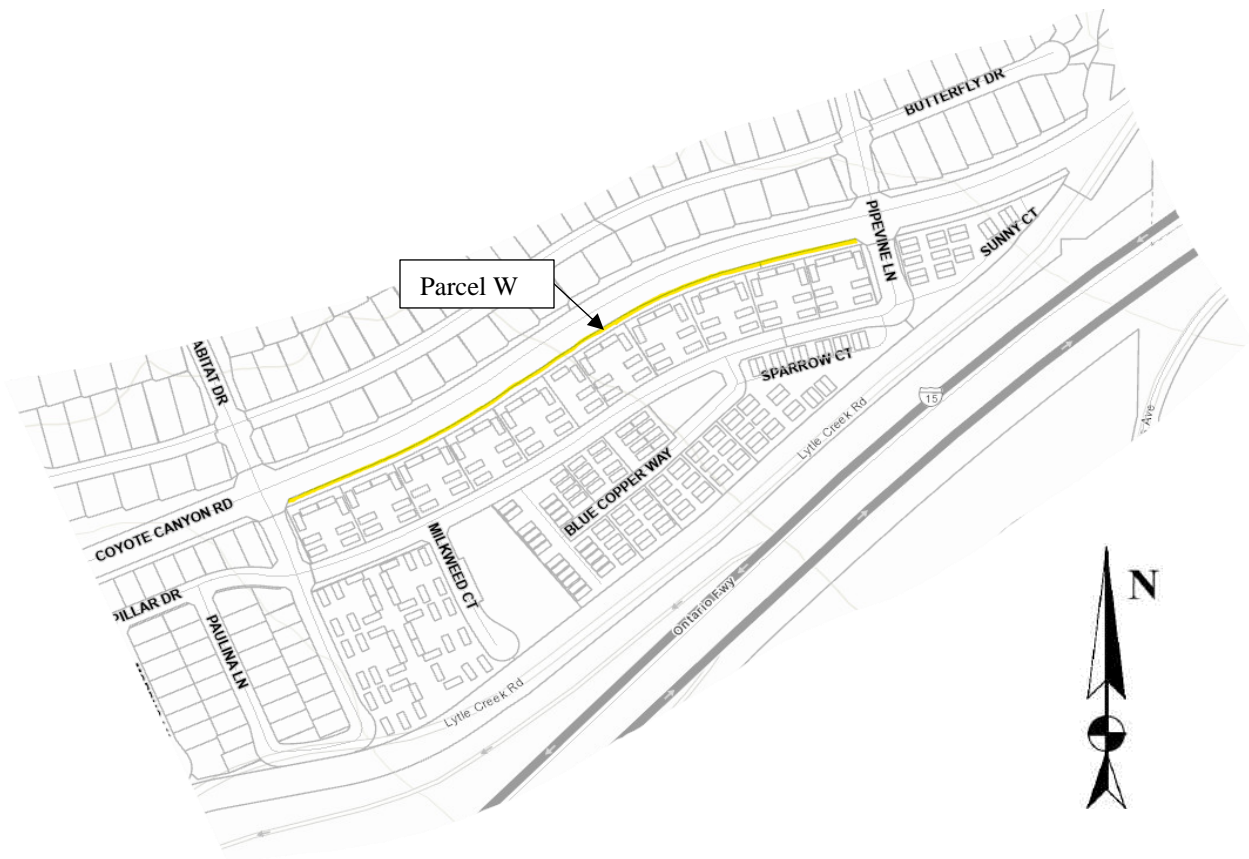


Figure 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA,
CALIFORNIA, APPROVING AND AUTHORIZING THE EXECUTION OF
AN ACCESS LICENSE AND INDEMNITY AGREEMENT BETWEEN THE
CITY OF FONTANA AND NARRA HILLS COMMUNITY ASSOCIATION.**

WHEREAS, the City of Fontana (“Grantor”) is the owner of certain real property located in Fontana, California, as more particularly described in Exhibit “A” (“Grantor’s Property”) of the Access License and Indemnity Agreement (“Agreement”) attached hereto as Exhibit “1” and incorporated herein by this reference; and

WHEREAS, Narra Hills Community Association (“Grantee”) is the governing body responsible for the management, maintenance, and administration of a residential master planned development immediately adjacent to Grantor’s Property; and

WHEREAS, Grantee requires access to Grantor’s property for fire and emergency ingress and egress purposes; and

WHEREAS, the Grantor has determined that it is the best interest of the public health, safety, and welfare to grant Grantee a non-exclusive license for fire and emergency ingress and egress purposes, subject to the terms and conditions of the Agreement.

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

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

Section 2. Approvals. The City council hereby approves the Agreement and authorizes and directs the City Manager to execute the Agreement and to take any and all other actions necessary to implement the terms of the Agreement.

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

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

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

Resolution No. _____

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

APPROVED AND ADOPTED this 8th day of July, 2025.

READ AND APPROVED AS TO LEGAL FORM:

Ruben Duran, City Attorney

I, Germaine McClellan Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council of the City of Fontana, hereby certify that the foregoing Resolution is the actual resolution that was duly and regularly adopted by the City Council of the City of Fontana at a regular meeting on the 8th day of July, 2025, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Germaine McClellan Key, City Clerk

Acquanetta Warren, Mayor of the City of Fontana

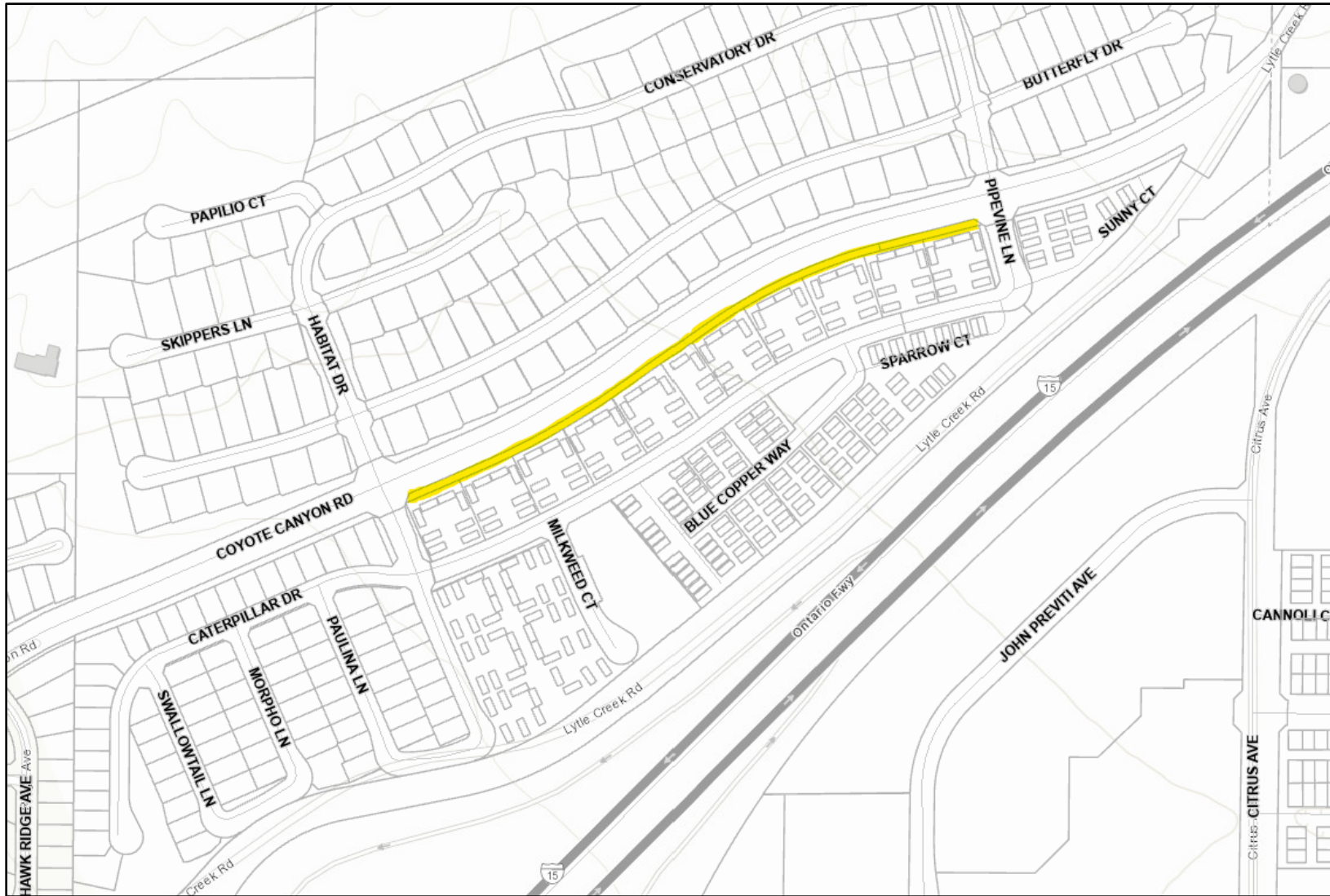
ATTEST:

Germaine McClellan Key, City Clerk

EXHIBIT “1”

EXHIBIT “1”

Vicinity Map (highlighted area)





City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0340

Agenda #: A.

Agenda Date: 7/8/2025

Category: Public Hearing

FROM:

Building & Safety

SUBJECT:

Introduction and First Reading of **Ordinance No. 1972**, adopting the 2025 State of California Fire Hazard Severity Zone Map Pursuant to California Government Code Sections 51177-51179 and amending Chapter 30, Article IX (Overlay Districts), Division 8 (Fire Hazard Overlay District), Section 30-656(a) of the City of Fontana Zoning and Development Code.

RECOMMENDATION:

Adopt **Ordinance No. 1972**, designating Fire Hazard Severity Zones (FHSZ) within the Local Responsibility Area identified by the 2025 State of California Fire Hazard Severity Zone Map updated by the California Department of Forestry and Fire Protection (CALFIRE) as required by California Government Code Sections 51177-51179, and amending Chapter 30, Article IX (Overlay Districts), Division 8 (Fire Hazard Overlay District), Section 30-656(a) of the Fontana Zoning and Development Code to reflect the same

COUNCIL GOALS:

- To improve public safety by minimizing impacts from disasters through emergency and disaster preparedness.

DISCUSSION:

Pursuant to California Government Code sections 51177-51179, CALFIRE has identified updates to Fire Hazard Severity Zones (FHSZ) within the Local Responsibility Area of the City of Fontana. The City has received formal notification from CALFIRE, and at a minimum, the City must designate the updated areas identified by the State as FHSZ through the adoption of a City Council Ordinance no later than June 24, 2025.

Areas identified for inclusion in a FHSZ may be targeted by CALFIRE for a number of reasons, including but not limited to: fire history, narrow separation distance between structures and high housing density, limited retrofitting of structures to bring structures in compliance with Chapter 7A of the Building Standards Code, a single evacuation route that may impact evacuation times, and proximity to dense vegetation and topographic features capable of supporting a fast moving wind driven fire.

With the adoption of the Local Responsibility Area maps, all properties in those areas designated as a "Very High" FHSZ are required to meet vegetation management requirements identified in Government Code Section 51182 as a minimum standard. These standards include, but are not limited to: (i) "maintain[ing] defensible space of 100 feet from each side and from the front and rear of

the structure, but not beyond the property line,” (ii) “remov[ing] that portion of a tree that extends within 10 feet of the outlet of a chimney or stovepipe,” (iii) “maintain[ing] a tree, shrub, or other plant adjacent to or overhanging a building free of dead or dying wood,” and (iv) “maintain[ing] the roof of a structure free of leaves, needles, or other vegetative materials.” Before constructing a new dwelling or structure, or rebuilding a structure damaged by fire in the FHSZ, the proposed structure must comply with all applicable state and local building standards for the FHSZ which incorporate the ignition resistant building standards required in Chapter 7A of the Building Standards Code.

In areas designated as a “High” FHSZ, all new construction or major remodels classified by the Building Official as new construction are required to meet the wildfire resistant construction requirements included in Chapter 7A of the Building Standards Code.

Properties within the “Very High” and “High” FHSZ must conduct a natural hazard real estate disclosure at time of sale per California Civil Code Section 1102.19 that the property is compliant with local vegetation management regulations.

The designated FHSZ Local Responsibility Area map for the City of Fontana (Exhibit A) identifies areas for inclusion within the northern and southern boundaries of the City. An interactive map can also be found online at the CALFIRE website:

<https://fire-hazard-severity-zones-rollout-calfire-forestry.hub.arcgis.com/pages/ed64b8ac2a364184bf6391f484257fcf>

Additional detail of the identified FHSZ quadrants within the City of Fontana is included as Exhibit B.

In order to update the City of Fontana Zoning and Development Code, section 30-656(a) is amended to reflect the updated 2025 Fire Hazard Severity Zones Map.

This action is exempt from CEQA pursuant to California Public Resources Code section 21080(b)(4) as the City is mandated by the California Government Code to adopt this Ordinance as a necessity to prevent or mitigate an emergency. Therefore, adoption of the proposed Ordinance is statutorily exempt from CEQA in that it implements state law. Additionally, pursuant to Public Resources Code section 21065, this action is not a project that has the potential to cause a direct physical change in the environment or cause a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT:

There is no fiscal impact related to adoption of the CALFIRE FHSZ map.

MOTION:

Approve staff recommendation.

ORDINANCE NO. [REDACTED]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, ADOPTING THE 2025 STATE OF CALIFORNIA FIRE HAZARD SEVERITY ZONE MAP PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 51177-51179 AND AMENDING CHAPTER 30, ARTICLE IX (OVERLAY DISTRICTS), DIVISION 8 (FIRE HAZARD OVERLAY DISTRICT), SECTION 30-656(a) OF THE CITY OF FONTANA ZONING AND DEVELOPMENT CODE

WHEREAS, California Government Code Sections 51177-51179 mandates local jurisdictions to designate areas that are within local control and identified by the California Department of Forestry and Fire Protection (CALFIRE) as Fire Hazard Severity Zones (FHSZ); and

WHEREAS, the City of Fontana ("City") Zoning and Development Code identifies fire hazard overlay districts based on Fire Hazard Severity Zone (FHSZ) maps created by CALFIRE; and

WHEREAS, CALFIRE has recently updated its Fire Hazard Severity Zone (FHSZ) maps and the City of Fontana is mandated to designate by Ordinance moderate, high and very high fire hazard severity zones within the City as identified in the updated FHSZ map by amending its Zoning and Development Code to reflect the same; and

WHEREAS, the Planning Commission held a duly noticed public hearing on June 24, 2025, to consider the updated CALFIRE FHSZ map, received public comment, and voted in favor of adopting Resolution No. PC 2025-[REDACTED] to recommend the updated CALFIRE FHSZ map for City Council approval and to amend the Zoning and Development Code to reflect the same; and

WHEREAS, the City Council held a duly noticed public hearing on [insert date], at which time all interested persons were allowed to address the City Council regarding adoption of this ordinance; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference as findings in support of this Ordinance.

SECTION 2. CEQA. The City Council hereby determines that this action is exempt under California Public Resources Code section 21080(b)(4) as the City is mandated by the California Government Code to adopt this Ordinance as a necessity to prevent or mitigate an emergency. Therefore, adoption of the proposed ordinance is statutorily exempt from CEQA in that it implements state law.

SECTION 3. Adoption of the 2025 Fire Hazard Severity Zone Map and Amendment of Zoning and Development Code. The City Council hereby adopts the 2025 Fire Hazard Severity Zone Map as reflected in Exhibit A, attached hereto and incorporated herein by reference, and amends Section 30-626(a) of the Zoning and Development Code to reflect the same.

SECTION 4. Effective Date/Publication. This Ordinance shall take effect thirty (30) days after the date of adoption and prior to the expiration of fifteen (15) days from passage thereof, shall be published by the City Clerk at least once in the Fontana Herald News, a local newspaper of general circulation, published and circulated in the City of Fontana, and thenceforth and thereafter the same shall be in full force and effect.

SECTION 5. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Ordinance is based are located at the City Clerk's office located at 8353 Sierra Avenue, Fontana, CA 92335. The custodian of records is the City Clerk.

SECTION 6. Certification. The City Clerk of the City Council shall certify to the adoption of this Ordinance.

SECTION 7. Severability. If any provision of this Ordinance or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application.

APPROVED AND ADOPTED this [REDACTED] day of July 2025.

READ AND APPROVED AS TO LEGAL FORM:

Ruben Duran, City Attorney

I, Germaine Key, City Clerk of the City of Fontana, California, and ex-Officio Clerk of the City Council, do hereby certify that the foregoing Ordinance is the actual Ordinance duly and regularly adopted by the City Council at a regular meeting on the [REDACTED] day of July, 2025, by the following vote to wit:

AYES:

NOES:

ABSENT:

Germaine McClellan Key, City Clerk

Acquanetta Warren, Mayor

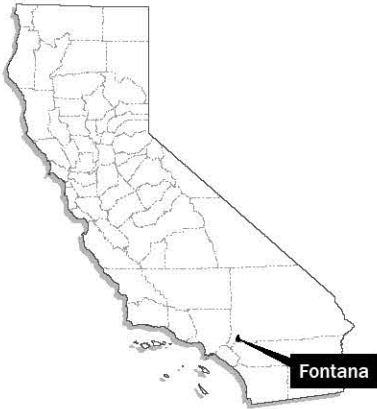
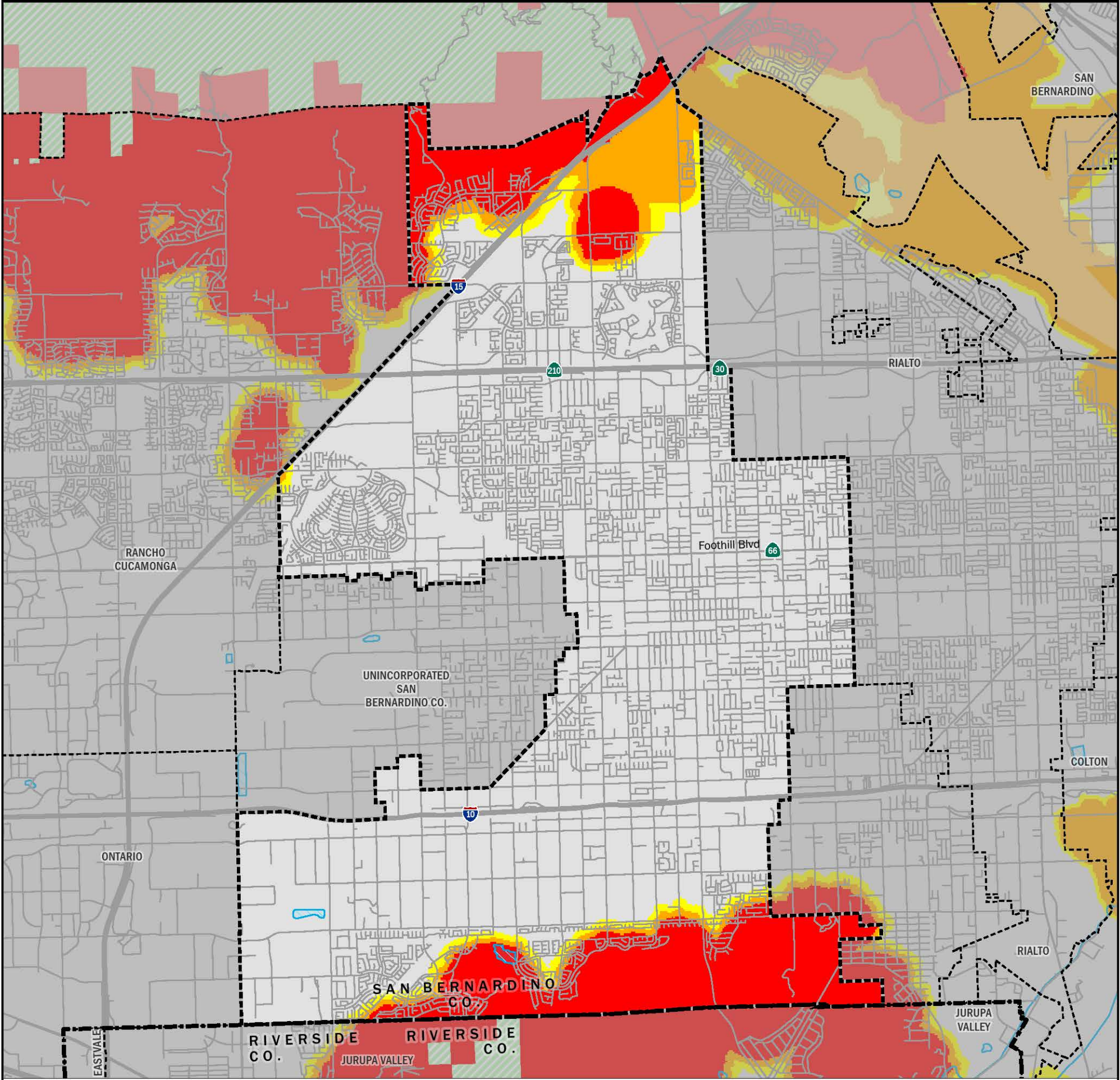
ATTEST:

Germaine McClellan Key, City Clerk



Local Responsibility Area Fire Hazard Severity Zones

As Identified by the
State Fire Marshal
March 24, 2025



Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

Very High High Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

Very High High Moderate

Mi 0 1 2 3

Km 0 1 2 3 4 5 6

Projection: NAD 83 California Teale Albers
Scale: 1:75,000 at 11" x 17"

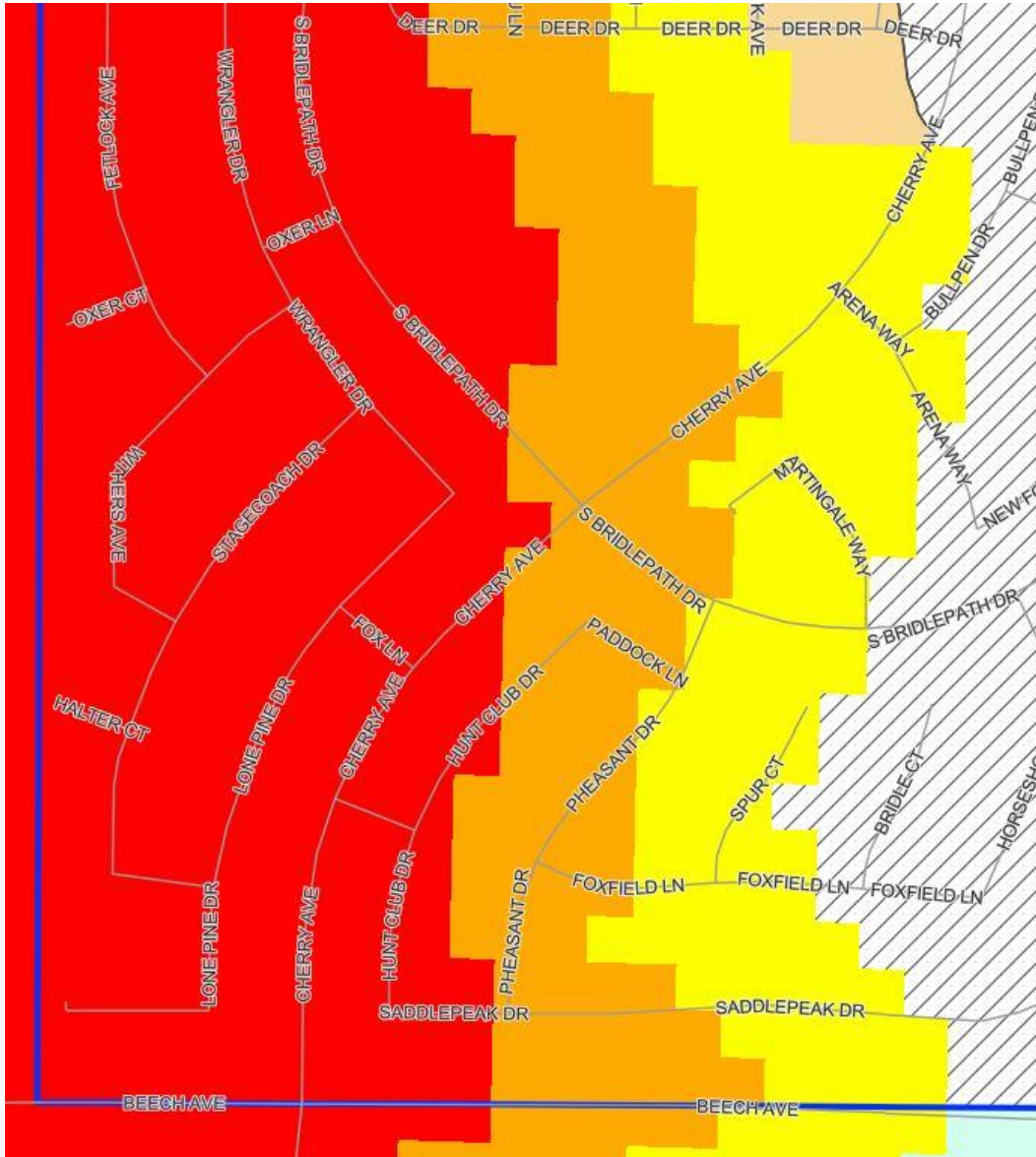
Incorporated City

Unzoned LRA

Waterbody

Federal Responsibility Area (FRA)

EXHIBIT B
FIRE HAZARD SEVERITY ZONE MAP QUADRANT DETAIL



Northwest Quadrant 1

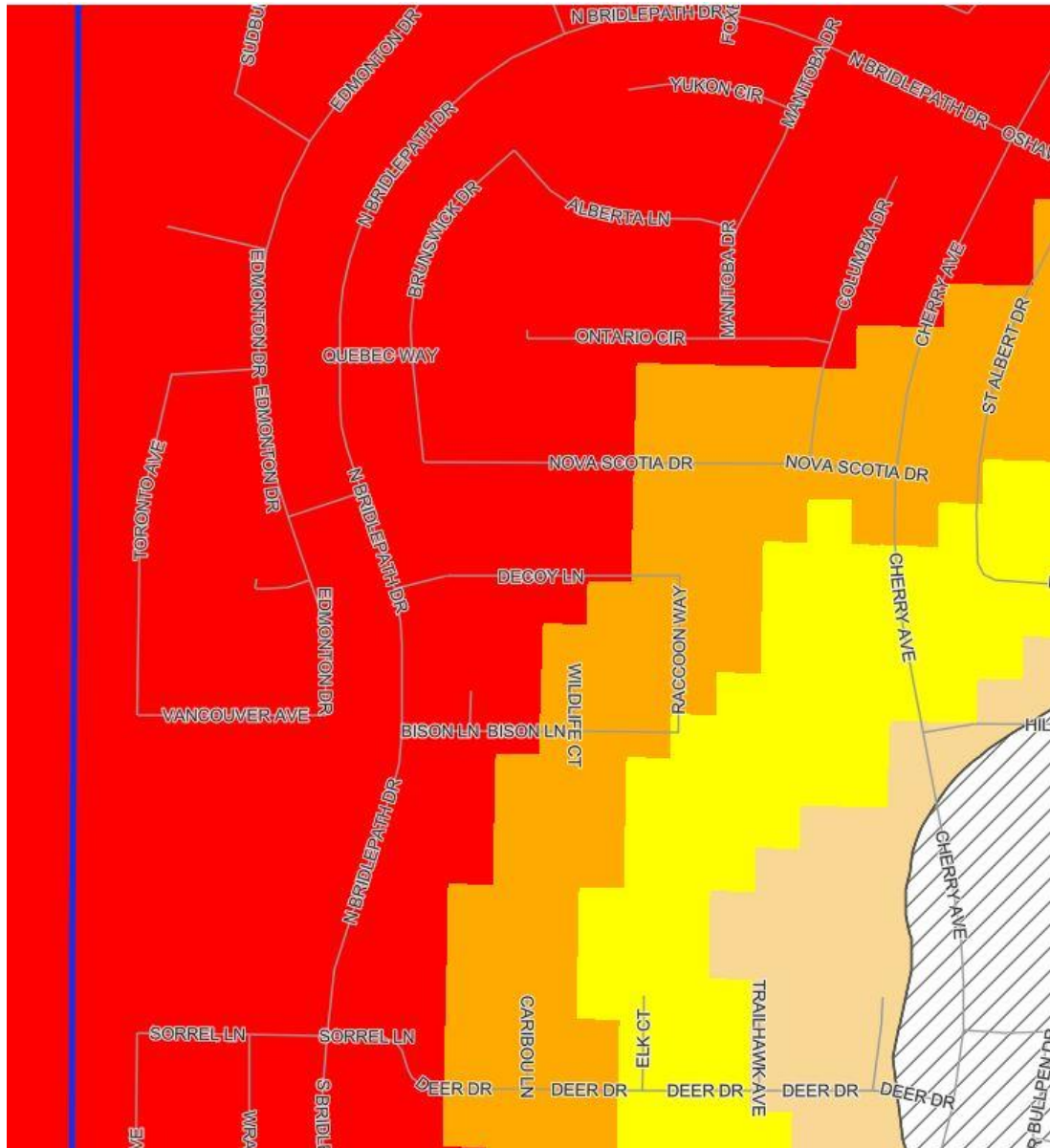
Fontana City Boundary



CAL FIRE FHSZ (Local Responsibility Area)

Fire Hazard Severity Zone

- Very High
- High
- Moderate



Northwest Quadrant 2

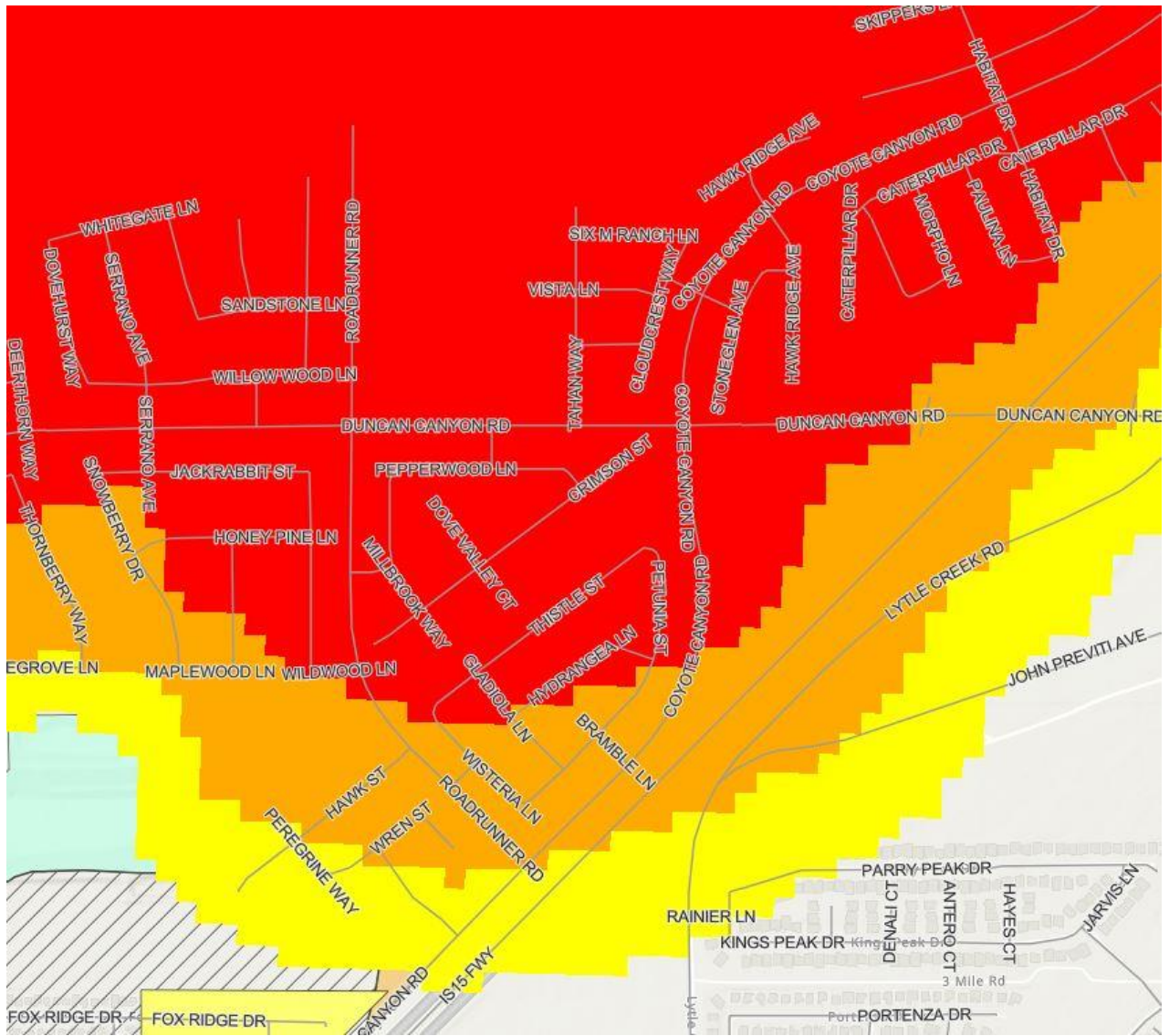
Fontana City Boundary



CAL FIRE FHSZ (Local Responsibility Area)

Fire Hazard Severity Zone

- Very High
- High
- Moderate




Northcentral Quadrant 1

Fontana City Boundary




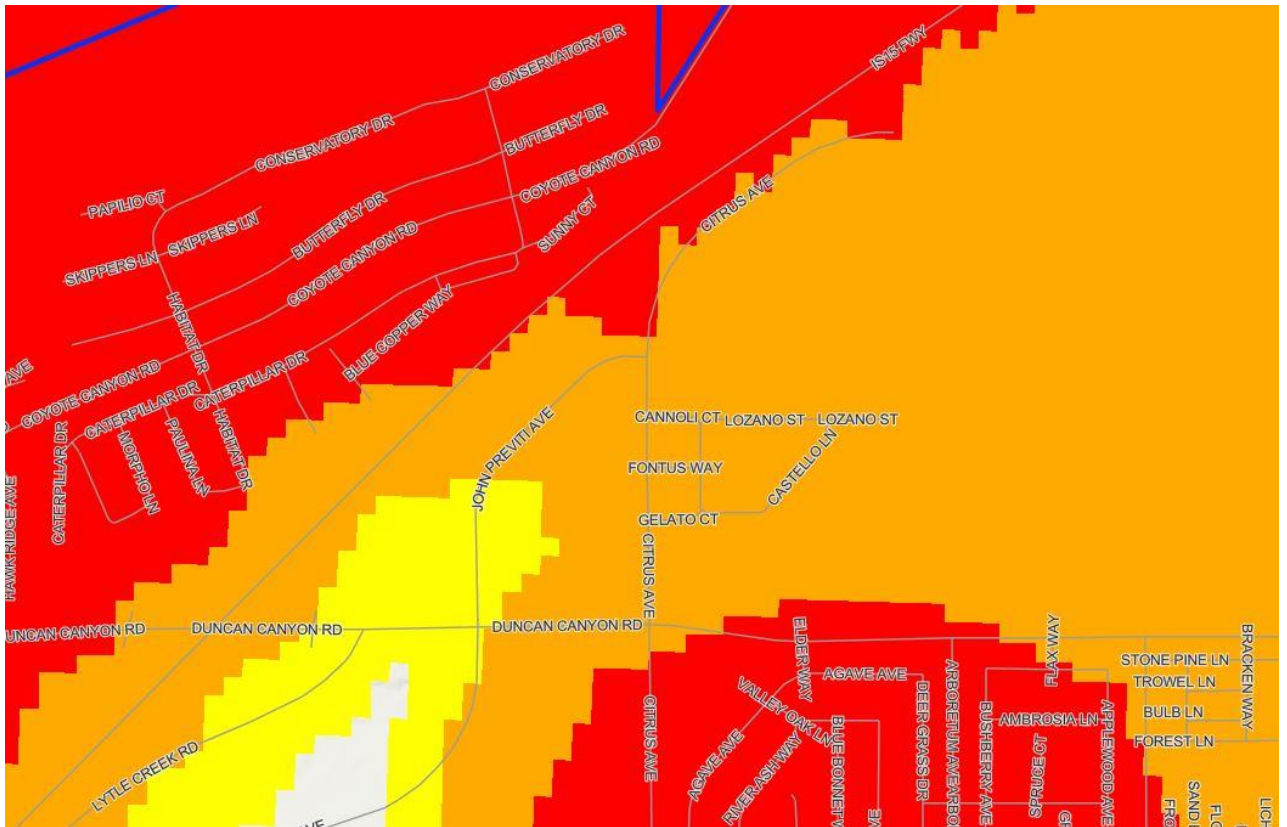
CAL FIRE FHSZ (Local Responsibility Area)

Fire Hazard Severity Zone

 Very High

 High

 Moderate



Northcentral Quadrant 2

Fontana City Boundary



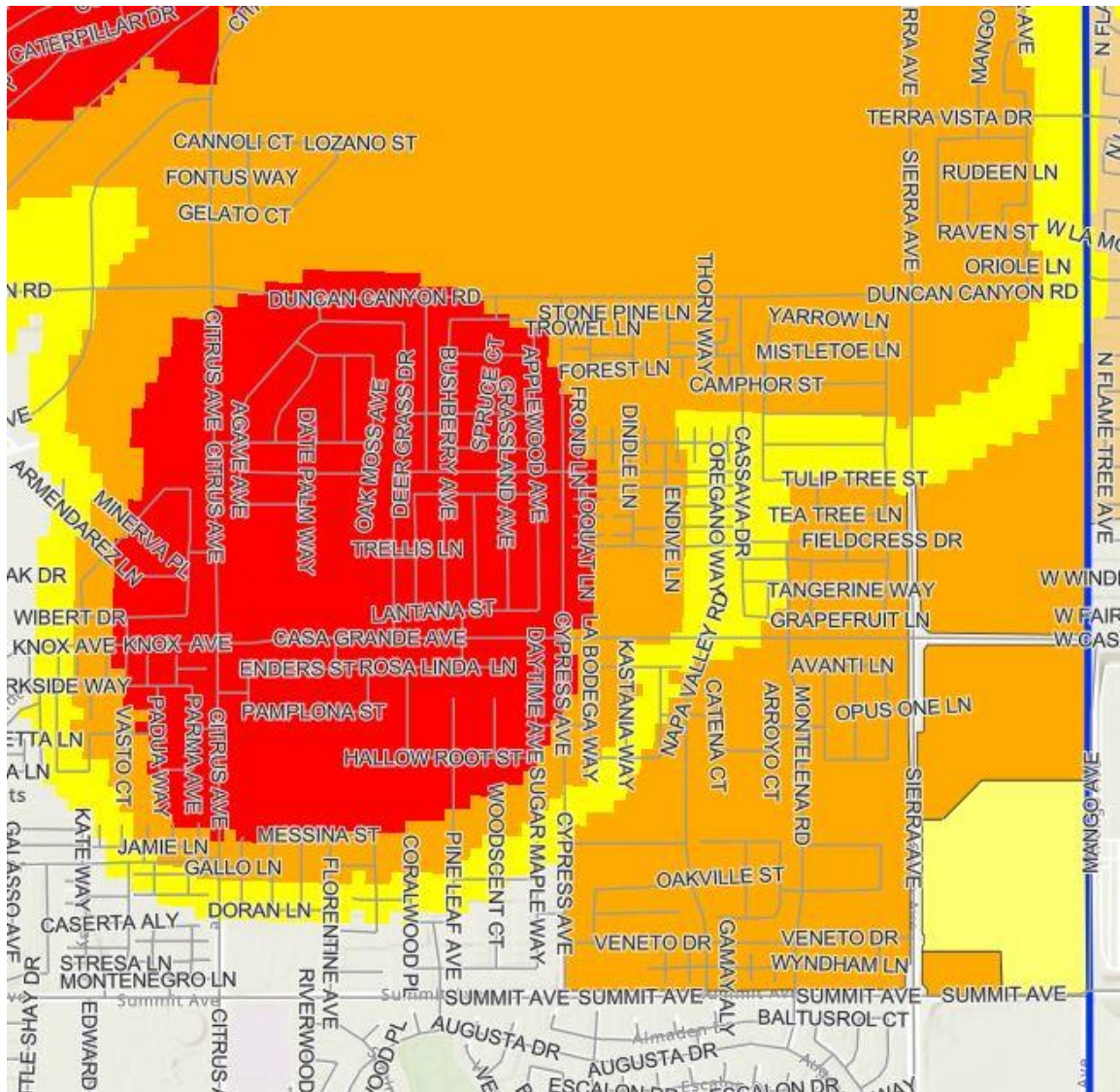
CAL FIRE FHSZ (Local Responsibility Area)

Fire Hazard Severity Zone

■ Very High

■ High

■ Moderate



Northcentral Island

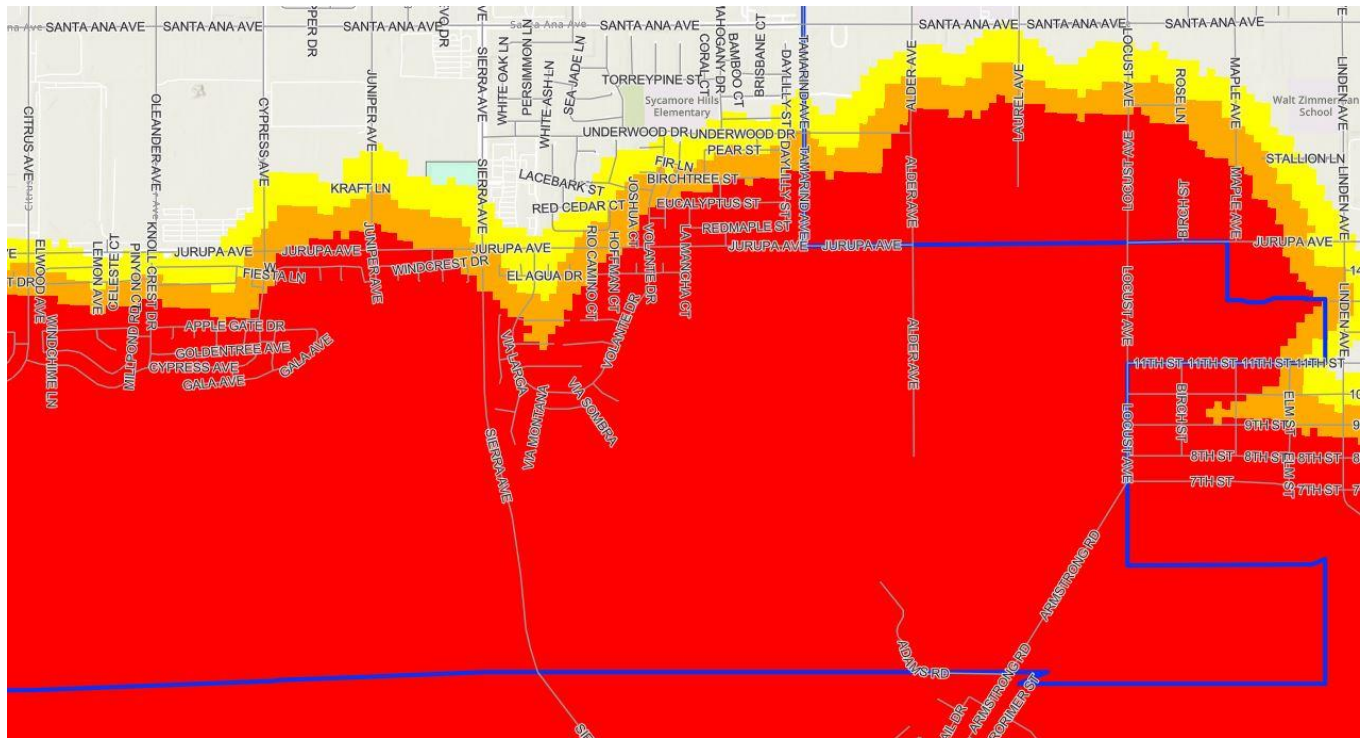
Fontana City Boundary



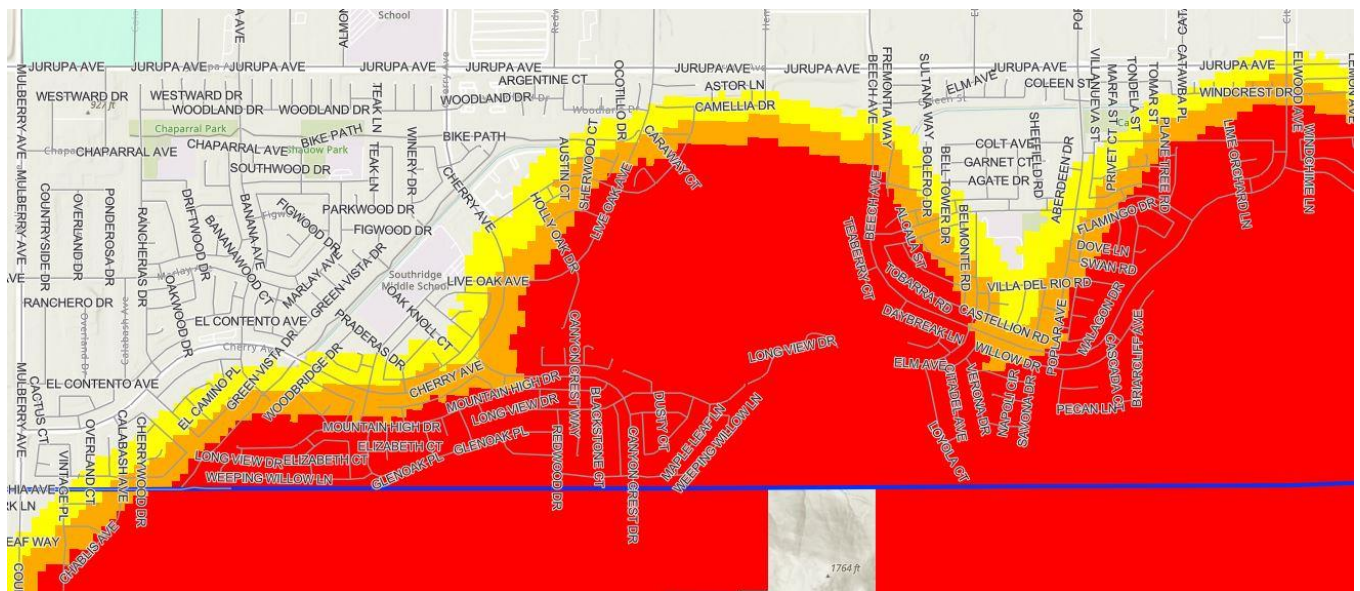
CAL FIRE FHSZ (Local Responsibility Area)

Fire Hazard Severity Zone





Southeast Quadrant



Southwest Quadrant