

**SECOND AMENDMENT LETTER TO LETTER AGREEMENT
BETWEEN
THE CITY OF FONTANA AND
FONTANA HISTORICAL SOCIETY**

Fontana Historical Society
16830 Spring St
Fontana, CA 92335

October 28, 2025

Dear Mr. Matt Slowik:

This letter will memorialize and confirm the terms and conditions of this Amendment Number 2 (the "Amendment") to that certain Letter Agreement dated July 1, 2015 (the "Agreement") by and between the City of Fontana, a municipal corporation organized under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 (the "City") and Fontana Historical Society, a 501(c)(3) Non Profit, with its principal place of business at 16830 Spring St, Fontana, CA 92335 (the "Society"). The City and the Society are sometimes individually referred to as "Party" and collectively as "Parties".

The City, under the Agreement, has retained the services of the Society to participate or provide assistance at City events or activities. The City and the Society desire to amend the Agreement, to increase the annual financial contribution to three thousand five hundred dollars (\$5,000.00) per year to the Society. The annual contribution will be paid on a quarterly basis in four (4) payments in the amount of eight hundred seventy-five dollars (\$1250.00) each.

Except as amended by this Amendment, all other provisions of the Agreement remain in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

The Parties irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

AGREED and ACCEPTED:

CITY OF FONTANA

FONTANA HISTORICAL SOCIETY

By:_____

Matthew C. Ballantyne City Manager

By:_____

Matt Slowik President

Attest:

By:_____

City Clerk

Approved as to form:

Best Best & Krieger LLP City Attorney

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

Lisa Strong, Management Services Director

Purchasing Office

**AMENDMENT LETTER TO LETTER AGREEMENT
BETWEEN
THE CITY OF FONTANA AND
FONTANA HISTORICAL SOCIETY**

Fontana Historical Society 16830 Spring St
Fontana, CA 92335 Dear Mr. Matt Slowik:

January 22, 2020

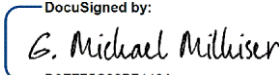
This letter will memorialize and confirm the terms and conditions of this Amendment Number 1 (the "Amendment") to that certain Letter Agreement dated July 1, 2015 (the "Agreement") by and between the City of Fontana, a municipal corporation organized under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 (the "City") and Fontana Historical Society, a 501(c)(3) Non Profit, with its principal place of business at 16830 Spring St, Fontana, CA 92335 (the "Society"). The City and the Society are sometimes individually referred to as "Party" and collectively as "Parties".

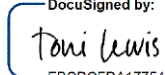
The City, under the Agreement, has retained the services of the Society to participate or provide assistance at City events or activities. The City and the Society desire to amend the Agreement, to increase the annual financial contribution to three thousand five hundred dollars (\$3,500.00) per year to the Society. The annual contribution will be paid on a quarterly basis in four (4) payments in the amount of eight hundred seventy-five dollars (\$875.00) each. Except as amended by this Amendment, all other provisions of the Agreement remain in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

The Parties irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

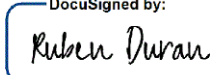
AGREED and ACCEPTED:

CITY OF FONTANA

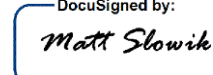
By: 
G. Michael Milhiser
Interim City Manager

Attest: 
By: 
City Clerk

Approved as to form:

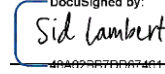

Best Best & Krieger LLP
City Attorney

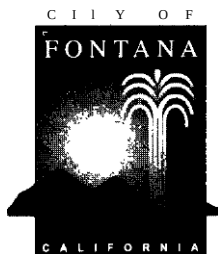
FONTANA HISTORICAL SOCIETY

By: 
Matt Slowik
President

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES


Lisa Strong, Management Services Director


Purchasing Office



City of Fontana

CALIFORNIA

Agmt. 2015-39

July 1st, 2015

Fontana Historical Society
16830 Spring Street
Fontana, CA 92335

LETTER AGREEMENT

This letter shall be the Agreement regarding the financial contributions that will be provided by the City of Fontana, a municipal corporation organized under the laws of the State of California, (the "City") to the Fontana Historical Society (the "Society"). This Agreement is entered into this 1st day of July, 2015.

The Society is a community organization dedicated to the preservation and promotion of history and heritage in the City. The Society is the record owner of certain properties and facilities generally located at 16830 Spring Street and 8863 Pepper Street, Fontana, California. The Society's facilities include a Research Library, the History Room at the Lewis Library and Technology Center, the Fontana Family Rose Garden, and the Pepper Street Agricultural Museum. The Society's various facilities and locations are dedicated to the study and appreciation of all aspects of the history of the City of Fontana.

The Society provides educational programs, research, preservation advocacy, and collection and preservation of fine arts, decorative arts, archeological objects, printed and manuscript materials, maps, and historic artifacts related to the heritage of the City of Fontana. The Society's many activities and pursuits enrich the City of Fontana's community and help the City learn about and value its historical roots. The City acknowledges the important role that the Society plays in the community by maintaining its facilities, providing programs to students, youth organizations and the public at large, offering community service opportunities, and preserving the City's past for all to appreciate and enjoy.

The City wishes to enrich City events or activities and City-sponsored events or activities with the wealth of information and resources that the Society provides to the community. The City aims to enrich such events or activities by having the Society actively participate in and assist at events or activities as requested by the City.

The Society hereby agrees to participate in or provide assistance at City events or activities and City-sponsored events or activities in response to a request from the City for the Society's participation or assistance. The Society shall make all reasonable efforts to be available to participate in or assist at events or activities when so requested by the City.

www.fontana.org

8353 SIERRA AVENUE FONTANA, CALIFORNIA 92335-3528 (909) 350-7600

The Society's participation and assistance at City events or activities and City-sponsored events or activities may include, but shall not be limited to, the following: being present at a booth or table in the Society's name, providing information and resources to members of the public, providing literature or other materials to members of the public, answering questions from members of the public, or providing volunteers to assist with City event or City-sponsored event programming.

In exchange for the Society providing this valuable assistance and resources at City events or activities and City-sponsored events or activities upon request, the City desires to provide annual financial contributions to the Society in return.

The City hereby agrees to make an annual financial contribution in the sum of Two Thousand Dollars (\$2,000) per year to the Society. The annual contribution will be paid on a quarterly basis in four (4) quarterly installment payments in the amount of Five Hundred Dollars (\$500) each. The quarterly payments will be made according to the following payment schedule in any given year: January 1, April 1, July 1, and October 1.

The City recognizes that the contributions of the Society at City events or activities and City-sponsored events or activities are ongoing, and as such the City's financial contributions will be ongoing. No fixed termination date for this Agreement is set. This Agreement may be terminated by either the City or the Society for any or no reason upon thirty (30) days' prior written notice to the other party.

To the fullest extent permitted by law, the Society hereby agrees to defend, indemnify and hold City, its officials, officers, employees, subcontractors, consultants and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of City, its officials, officers, employees, subcontractors, consultants or agents in connection with this Agreement except to the extent caused by the negligence or willful misconduct of City, its officials, officers, employees, subcontractors, consultants or agents.

The City finds that the City Manager has proper authority to approve this Agreement pursuant to the City Manager's authority to procure services for and on behalf of the City.

If the Society agrees with the terms of this Letter Agreement, please indicate by signing and dating below. An original, executed copy of this Letter Agreement is enclosed for the Society's records.

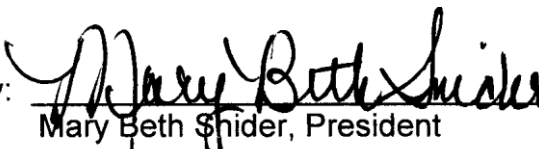
[Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers.

CITY OF FONTANA

FONTANA HISTORICAL SOCIETY

By: 
Kenneth R. Hunt, City Manager

By: 
Mary Beth Shider, President

Date: 4....., 4~~2~~/4-

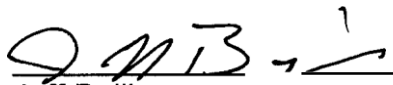
Date: 5/29/15

ATTEST:


Tonia Lewis, City Clerk

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP


Jeff Ballinger, e-Attorney

Certificate Of Completion

Envelope Id: BCBAADE85EE94C0794F2017FC9A844A2
Subject: Fontana Historical Society Amendment No. 1
Source Envelope:

Status: Completed

Document Pages: 2
Supplemental Document Pages: 3
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled

Signatures: 6
Initials: O

Envelope Originator:
Purchasing Office

8353 Sierra Avenue
Fontana, CA 92335

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

purchasing@fontana.org
IP Address: 192.146.186.96

Record Tracking

Status: Original
1/22/2020 12:53:39 PM

Holder: Purchasing Office
purchasing@fontana.org

Location: DocuSign

Signer Events

Mary Aguilar
maguilar@fontana.org
Security Level: Email, Account Authentication
(None)

Signature

Completed

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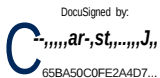
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Electronic Record and Signature Disclosure:

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Matt Slowik
mattslowik@rocketmail.com
Security Level: Email, Account Authentication
(None)

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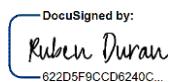
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Supplemental Documents:

Fontana Historical Society Agreement.pdf

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Read: Not Required
Accepted: Not Required

Ruben Duran
ruben.duran@bbklaw.com
Security Level: Email, Account Authentication
(None)

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Sid Lambert
slambert@fontana.org
Purchasing Office
Ontario Reign Hockey Club, LLC
Security Level: Email, Account Authentication
(None)

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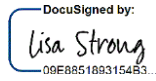
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Signer Events

Not Offered via DocuSign

Lisa Strong
lstrong@fontana.org
Management Services Director
City of Fontana
Security Level: Email, Account Authentication
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Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
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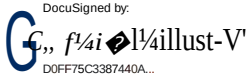
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G. Michael Milhiser
mmilhiser@fontana.org
Interim City Manager
Security Level: Email, Account Authentication
(None)

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Toni Lewis
tlewis@fontana.org
City Clerk
City of Fontana
Security Level: Email, Account Authentication
(None)

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Editor Delivery Events

Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

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Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

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Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent
Certified Delivered
Signing Complete
Completed

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

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Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Fontana (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps **in** transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you **in** paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise **in** accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or **in** paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Fontana:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cteveda@fontana.org

To advise City of Fontana of your new e-mail address

To let us know of a change **in** your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at cteveda@fontana.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected **in** your DocuSign account by following the process for changing e-mail **in** DocuSign.

To request paper copies from City of Fontana

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to cteveda@fontana.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Fontana

To inform us that you no longer want to receive future notices and disclosures **in** electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to cteveda@fontana.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

****** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Fontana as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Fontana during the course of my relationship with you.