

City of Fontana

8353 Sierra Avenue
Fontana, CA 92335



Regular Agenda

Ord. No.1971 Reso. No. 2025-039

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

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.

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 LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (a)** [25-0320](#)
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. Call To Order/Roll Call:

INVOCATION/PLEDGE OF ALLEGIANCE:

A. Invocation/Pledge of Allegiance:

SPECIAL PRESENTATIONS:

A. Special Presentations

A. 1. Mayor Warren and City Council to recognize, Corporal [25-0321](#) Jason Coillot and Officer Danny Millan as May 2025 Employees of the Month (Captain Binks 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 [25-0319](#)**
Approve the minutes of the June 10, 2025, Regular City Council Meeting.
Attachments: [Attachment No. 1- City Council Meeting Minutes 06-10-2025.pdf](#)
- 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.
Attachments: [Attachment No. 1- Rubbish Resolution 2025.docx](#)
- 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.
Attachments: [Attachment No. 1- Sewer Resolution 2025.docx](#)
- 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.
Attachments: [Attachment No. 1- Weed Resolution 2025.docx](#)
- 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.
Attachments: [Attachment No. 1- April 2025 Report for City Council Rev.pptx](#)
- 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.

Attachments: [Resolution for Fontana Police Officers' Association MOU & Salary Tables](#)

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.

Attachments: [Attachment No. 1 - Vicinity Map.pdf](#)
[Attachment No. 2 - \[DRAFT\] SILLMAN Amendment No. 3 \(DE-24-147\).pdf](#)

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.

Attachments: [RFP Scoring Matrix - PW-25-126-SP.pdf](#)
[Facilities Listing.pdf](#)
[DRAFT - MasterCorp Agreement PW-25-126-SP.pdf](#)

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.

Attachments: [Attachment No. 1- City of Fontana Resolution](#)
[Attachment No. 2- City of Fontana Recovered Organic Waste Product Procurement Policy](#)
[Attachment No. 3- California Code of Regulations: Recover Organic Waste Product Procurement](#)

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. Quarterly Lien Action for Delinquent Sewer, Rubbish and [25-0260](#) Weed Abatement Accounts

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.

Attachments: [Attachment No. 1- Public Hearing Notice - Rubbish](#)
[Attachment No. 2- Public Hearing Notice - Sewer](#)
[Attachment No. 3- Public Hearing Notice - Weed Abatement](#)
[Attachment No. 4- Weed Abatement Resolution June 2025.docx](#)

**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.

Attachments: [Attachment No.1 - Resolution Approving Solid Waste Rates.pdf](#)
[Attachment No 2.- Fontana Proposition 218 Notice.pdf](#)

NEW BUSINESS:

A. 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.

Attachments: [Attachment No. 1- Fontana Ordinance adopting Article VIII, Section 25 of FMC-c1.docx](#)
[Attachment No. 2- BBK edits. CHAPTER 25 ARTICLE VIII-c1-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 8, 2025 at 2:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.



8353 Sierra Avenue
Fontana, CA 92335

City of Fontana

Action Report

City Council Meeting

File #: 25-0320
Agenda #: A.

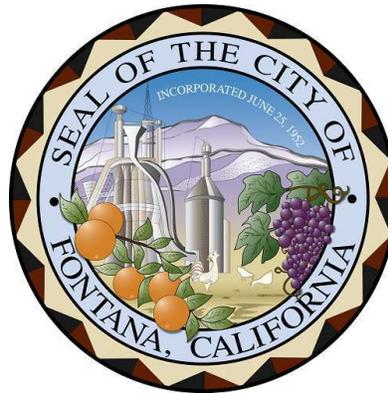
Agenda Date: 6/24/2025
Category: Closed Session

Closed Session

Tuesday, June 24, 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
Action Report
City Council Meeting

File #: 25-0321
Agenda #: A.

Agenda Date: 6/24/2025
Category: Special Presentation

Special Presentation

Tuesday, June 24, 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 #: 25-0319

Agenda #: A.

Agenda Date: 6/24/2025

Category: Consent Calendar

FROM:

City Clerk

SUBJECT:

Approval of Minutes

RECOMMENDATION:

Approve the minutes of the June 10, 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 10, 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 10, 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 10, 2025.

Mayor Warren called the meeting to order at 1:02 p.m. with all members of the City Council present.

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

PUBLIC COMMUNICATION - CLOSED SESSION:

There were no public communications received for the following items:

1. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6 City Negotiator: John Bakhit, Labor Counsel and Matt Ballantyne, City Manager. Employee Organization(s): Police Officers Association and 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 10, 2025.

Mayor Warren called the Regular City Council Meeting to order at 2:08 p.m.

ROLL CALL:

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

City Treasurer Janet Koehler-Brooks was also present.

ABSENT: City Clerk Germaine Key

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 Mayor Pro Tem Garcia.

CLOSED SESSION ANNOUNCEMENT:

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

SPECIAL PRESENTATIONS:

1. Mayor Warren and City Council to recognize Mayor's Youth Advisory Council Members, Owen Cholid, Giana Depakakibo, Royelle Johnson, and Noelle Louie for their Utility Box Art designs.

Mayor Warren and the City Council recognized Mayor's Youth Advisory Council Members, Owen Cholid, Giana Depakakibo, Royelle Johnson, and Noelle Louie for their Utility Box Art designs.

2. Mayor Warren and City Council to recognize Mayor's Education Coalition Members, Rosa Aguilar and Jhoann Acosta.

Mayor Warren and the City Council recognized Mayor's Education Coalition Members, Rosa Aguilar and Jhoann Acosta.

PUBLIC COMMUNICATIONS:

The following individuals spoke under public communications:

Jim Grigoli addressed the City Council regarding the donation of a World Trade Center beam for the 9/11 First Responders Memorial. He expressed his gratitude to City Manager Matt Ballantyne, the Mayor, and Council Members for their support. He also thanked everyone who participated in the recent Fire Ops 101 event.

Martha shared her concerns about the City Council meeting start time of 2:00 p.m., stating that it may limit the ability of many members of the public to attend and participate.

CONSENT CALENDAR:

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-H." The motion carried by the following vote: **AYES:** Warren, Garcia, Cothran, Roberts, and Sandoval; **NOES:** None; **ABSTAIN:** None; **ABSENT:** None

- A. Approval of Minutes** **25-0295**
 Approve the minutes of the May 27, 2025, Regular City Council Meeting.
- B. Adoption of Ordinance No. 1970 (Second Reading), approving Master Case No. 25-0025 and Municipal Code Amendment No. 25-0006 to amend multiple sections of Chapter 30 (Zoning and Development Code) relating to parking requirements in the Sierra Core District of the Form-Based Code, minimum dimensions for private open space in the Form-Based Code, minimum width of rowhouses in the Form Based Code, minimum queuing and study requirements for drive-through restaurants, screening requirements for mechanical/utility equipment, and to eliminate redundant code language..** **25-0293**

RECOMMENDATION:

Adopt **Ordinance No. 1970** on Second Reading, approving Master Case No. 25-0025 and Municipal Code Amendment No. 25-0006 to amend multiple sections of Chapter 30 (Zoning and Development Code) relating to parking requirements in the Sierra Core District of the Form-Based Code, minimum dimensions for private open space in the Form-Based Code, minimum width of rowhouses in the Form Based Code, minimum queuing and study requirements for drive-through restaurants, screening requirements for mechanical/utility equipment, and to eliminate redundant code language, pursuant to the California Environmental Quality Act (CEQA) Guidelines, Section 15378.

- C. Initiation and Intention to Levy Assessments for 2025-26 for Landscape and Lighting Maintenance Districts** **25-0292**
1. Adopt **Resolution No. 2025-024**, of the City of Fontana, California, Initiating Proceedings to Levy and Collect Assessment Within Landscape Maintenance District No. 1 for 2025-26 and Ordering the Preparation of the Engineer's Report Therefore.
 2. Adopt **Resolution No. 2025-025**, of the City of Fontana, California, Declaring its Intention to Levy and Collect Assessments within Landscape Maintenance District No. 1 ("LMD #1") for 2025-26 and Giving Notice of and Setting the Time and Place of the Hearing on the Levy of the Proposed Assessment.
 3. Adopt **Resolution No. 2025-026**, of the City of Fontana, California, Initiating Proceedings to Levy and Collect Assessment Within Landscape Maintenance District No. 2 for 2025-26 and Ordering the Preparation of the Engineer's Report Therefore.
 4. Adopt **Resolution No. 2025-027**, of the City of Fontana, California, Declaring its Intention to Levy and Collect Assessments within

Landscape Maintenance District No. 2 ("LMD # 2") for 2025-26 and Giving Notice of and Setting the Time and Place of the Hearing on the Levy of the Proposed Assessment.

5. Adopt **Resolution No. 2025-028**, of the City of Fontana, California, Initiating Proceedings to Levy and Collect Assessment Within Landscape Maintenance District No. 3 for 2025-26 and Ordering the Preparation of the Engineer's Report Therefore.
6. Adopt **Resolution No. 2025-029**, of the City of Fontana, California, Declaring its Intention to Levy and Collect Assessments within Landscape Maintenance District No. 3 ("LMD # 3") for 2025-26 and Giving Notice of and Setting the Time and Place of the Hearing on the Levy of the Proposed Assessment.
7. Adopt **Resolution No. 2025-030**, of the City of Fontana, California, Initiating Proceedings to Levy and Collect Assessment Within Landscape Maintenance District No. 3-1 for 2025-26 and Ordering the Preparation of the Engineer's Report Therefore.
8. Adopt **Resolution No. 2025-031**, of the City of Fontana, California, Declaring its Intention to Levy and Collect Assessments within Landscape Maintenance District No. 3-1 ("LMD # 3-1") for 2025-26 and Giving Notice of and Setting the Time and Place of the Hearing on the Levy of the Proposed Assessment.
9. Adopt **Resolution No. 2025-032**, of the City of Fontana, California, Initiating Proceedings to Levy and Collect Assessment Within Local Lighting Maintenance District No. 3 for 2025-26 and Ordering the Preparation of the Engineer's Report Therefore.
10. Adopt **Resolution No. 2025-033**, of the City of Fontana, California, Declaring its Intention to Levy and Collect Assessments within Local Lighting Maintenance District No. 3 ("LLMD # 3") for 2025-26 and Giving Notice of and Setting the Time and Place of the Hearing on the Levy of the Proposed Assessment.

D. Sign Relocation and Ground Lease Agreements with Lamar Central Outdoor 25-0275

Approve lease agreements with Lamar Central Outdoor.

E. Mobile Rugged Computers 25-0281

1. Authorize the Purchasing Division to procure Getac Mobile Rugged Computers utilizing the Purchasing Policy and Procedure Manual 3.1.5 Non-Competitive Proposal - Purchase by Another Agency.

2. Authorize to use the Sourcewell contract #020624-SYN to purchase the Getac Mobile Rugged Computers and accessories from the authorized subcontractor dealer Code 3 Technology in the amount of \$427,777.00 plus applicable sales tax.
3. Approve and authorize the Purchasing Division to procure future Getac mobile rugged computers and accessories from the Sourcewell contract #020624-SYN through the term of May 3, 2032.

**F. Exclusive Negotiation Agreement for the Vacant Land 25-0283
Generally Located Between Nuevo Avenue and Juniper Avenue and
between Arrow Boulevard and the Pacific Electric Trail, in the City of
Fontana, California**

1. Approve an Exclusive Negotiation Agreement (ENA) between the City of Fontana (City), the Fontana Housing Authority (Authority), National Community Renaissance, a California nonprofit public benefit corporation and Pelican Communities, a California limited liability company (together referred to herein as Developers) to facilitate future development of an affordable and market rate housing project (Forge District Project); and
2. Authorize the City Manager to execute the ENA and any other related documents.

**G. Acceptance of World Trade Center Beam for First Responder 25-0310
Memorial**

Staff recommends that the City Council accept the donation of a 20-foot steel beam from the World Trade Center from the San Bernardino County Professional Firefighters Local 935, to be incorporated into the construction of the City of Fontana’s First Responder Memorial.

H. American Rescue Plan Act Update 25-0296

Receive update and approve revisions to the American Rescue Plan Act (ARPA) Expenditure Plan, including the leveraged projects.

PUBLIC HEARINGS:

**A. Conduct a Public Hearing on the City Workforce Vacancies, 25-0257
Recruitment, and Retention Trends Pursuant to Assembly Bill
2561 (AB 2561)**

Adopt **Resolution No. 2025-034**, a Resolution of the City Council of the City of Fontana, California, adopting a public hearing and presentation on the status of the City’s vacancies, recruitment and retention efforts, and obstacles in the hiring process by the Human Resources and Risk Management Department and recognized employee organizations’ presentations. Accept the staff report on workforce vacancy rates,

recruitment, and retention efforts, and obstacles in the hiring process as required by Assembly Bill 2561.

Mayor Warren opened the public hearing.

Chief Deputy City Clerk Christina Rudsell stated that no written communications were received.

Director of Human Resources Rakesha Voss 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

NEW BUSINESS:

A. Proposed City's Annual Operating Budget for Fiscal Years 2025/26 and 2026/27 25-0284

1. Adopt **Resolution No. 2025- 035**, of the City Council of the City of Fontana to approve and adopt the City's Annual Operating Budget for Fiscal Years 2025/2026 and 2026/2027 and authorize adjustments for final fund balance.
2. Authorize the carryforward of available one-time funding and capital improvement project budgets at 2024/25 fiscal yearend to the following fiscal year.
3. Adopt **Resolution No. 2025- 036**, of the City Council of the City of Fontana establishing a General Fund Appropriations limit of \$ 397,779,254 pursuant to Article XIII (B) of the California Constitution for Fiscal Year 2025/2026.
4. Adopt **Resolution No. 2025- 037**, of the City Council of the City of Fontana, California, approving the updated salary tables for Executive employees, Fontana Police Benefit Association, Management/Confidential employees, Teamsters Local 1932 City Hall Unit, and Teamsters Local 1932 Public Works Unit.
5. Adopt **Resolution No. 2025- 038**, of the City Council of the City of Fontana, California, adopting the Fiscal Years 2025/26 - 2031/2032 Capital Improvement Program.

Chief Financial Officer Jessica Brown provided the staff report.

Council Member Sandoval inquired about the process for adding items to the budget. City Manager Ballantyne explained that the budget may be approved as amended or updated on a quarterly basis.

Council Member Sandoval further asked whether a cost analysis could be conducted prior to adding an item to the budget.

City Manager Ballantyne responded that staff would need to know what the item is, and if it is the will of the Council, the item could be brought forward for approval at a future meeting.

Mayor Warren thanked Chief Financial Officer Brown for the presentation.

City Attorney Duran read the proposed Executive Salary Table into the record.

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 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:

City Manager Ballantyne expressed his appreciation to San Bernardino County Fire for their donation of the World Trade Center beam for the 9/11 First Responder Memorial, which recently broke ground. He also thanked the Community Services, Public Works, and Police Departments for their roles in the successful execution of the Fontana Days Run and extended his gratitude to Travis Barker's family for their participation and support. Additionally, he recognized Chief Financial Officer Brown and staff for their hard work in preparing the Fiscal Years 2025/26 and 2026/27 Operating Budget.

Mayor Warren addressed a public comment regarding the Council meeting start time. She stated that both she and the Council are actively engaged in the community and remain accessible to the public at all times. She clarified that, contrary to the comment, Los Angeles City Council meetings are held during the day, not in the evening. Mayor Warren noted that the City's commission meetings, which often receive the most public input and questions, are held in the evening. She also highlighted that since adjusting the meeting start time, public participation has increased. She concluded by stating that the meetings are televised and streamed online and affirmed that she and her colleagues are proud to serve and remain committed to being accessible to the community.

ELECTED OFFICIALS COMMUNICATIONS/REPORTS:

A. Elected Officials Communications/Reports

City Treasurer Koehler-Brooks expressed gratitude to Chief Financial Officer Brown for the informative budget presentation. She also extended birthday wishes to Mayor Pro Tem Garcia and Council Member Roberts.

Council Member Sandoval shared his appreciation for participating in the Fontana Days Walk and expressed enthusiasm for the upcoming pavement rehabilitation project on Sierra Avenue. He thanked Community Services Director Daniel Schneider, staff, and the Police Department for organizing a successful event. He also wished Council Member Roberts a happy 80th birthday.

Council Member Roberts expressed his thanks to the Community Services Department, Public Works, and the Police Department for their efforts in making the Fontana Days Run a success. He also expressed appreciation to City staff, Mayor Warren, and his fellow Council Members for their continued support.

Council Member Cothran extended birthday wishes to Council Member Roberts for his 80th birthday and to Mayor Pro Tem Garcia. He spoke about the recent Fire Ops training he participated in along with Council Members Roberts and Sandoval, and thanked San Bernardino County Fire for the donation of the World Trade Center beam for the First Responders Memorial. He also thanked first responders for their service and encouraged members of the public to engage with Council Members by reaching out or saying hello. He concluded by expressing appreciation to City staff for their dedication and hard work.

Mayor Pro Tem Garcia invited the public to visit the Stage Red website to view the artist lineup and encouraged everyone to attend upcoming events.

Mayor Warren extended birthday wishes to Mayor Pro Tem Garcia and Council Member Roberts. She discussed the First Responders Memorial and thanked San Bernardino County Fire for donating the World Trade Center beam. She expressed appreciation to City staff for their organization of the Fontana Days Run and thanked both participants and spectators for their involvement. Mayor Warren highlighted the participation of Travis Barker in the event, expressing pride in his accomplishments and continued support for the community. She announced plans to present Mr. Barker with a key to the City, name a street in his honor, and declare June 7th as Travis Barker Day, with the intent to build future partnerships. She also extended thanks to Community Services Director Schneider, the Police Department, and Deputy City Manager Phillip Burum for their contributions to the successful visit. Finally, she thanked the Fontana Exchange Club for their continued efforts in organizing the Fontana Days event.

ADJOURNMENT:

A. Adjournment

Mayor Warren adjourned the meeting at 3:40 p.m. to the Regular City Council Meeting on Tuesday, June 24, 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 JUNE 24, 2025.

Germaine Key
City Clerk



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0261

Agenda #: B.

Agenda Date: 6/24/2025

Category: Consent Calendar

FROM:

Management Services

SUBJECT:

Annual Placement of Rubbish Charges on the Property Tax Rolls

RECOMMENDATION:

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.

COUNCIL GOALS:

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

DISCUSSION:

The City, on behalf of Burrtec, processes payments for current annual rubbish services and prior year rubbish liens that have been received through property tax payments. The County Auditor-Controller requires that the City provide an annual resolution to place rubbish charges on the property tax bills. The attached resolution provides for the following, as approved by the City Council on April 4, 1995, for the 2025/2026 property tax bills:

1. Mandatory tax roll billing of rubbish charges for current residential customers
2. Mandatory tax roll billing of rubbish charges for those customers that have unpaid liens.

Mandatory placement of tax roll billing for all residential customers is a requirement per the Second Amendment to the Integrated Solid Waste Agreement between the City of Fontana and Burrtec Waste Industries, Inc. dated February 27, 2024. Mandatory tax roll placement became effective in the 2024/2025 fiscal year and will continue each consecutive fiscal year.

FISCAL IMPACT:

This action will help ensure collection of outstanding receivables in a timely manner. County cost of \$0.30 per parcel will be included with charges on the property tax bill. Actual amounts will be determined and applied to tax bills directly by Burrtec. Previous year total was approximately \$20,926,707.27 applied to 47,874 properties.

MOTION:

Approve staff recommendation.

RESOLUTION NO. 2025-039

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA,
CALIFORNIA, DIRECTING THE PLACEMENT OF RUBBISH CHARGES
ON THE PROPERTY TAX BILLS FOR COLLECTION.**

WHEREAS, Section 24-85 of the Municipal code of the City of Fontana provides for the collection of rubbish charges more than ninety days delinquent by recording real property liens, and further by annually forwarding amounts remaining unpaid to the County of San Bernardino for addition to the property tax rolls as a special assessment; and

WHEREAS, California Health and Safety Code Section 5473 specifically authorizes the City to levy and collect rubbish charges through County administered and enforced property tax billing and collection procedures; and

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

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

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

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

Section 2. Findings/ Approvals. That rubbish service charges for the period of July 1, 2025, through June 30, 2026, for those residential properties whose owners have elected tax roll billing, be forwarded to the County of San Bernardino for addition to the 2025/2026 property tax rolls as a special assessment. Additionally, that rubbish service charges for July 1 through June 30 of each subsequent year be forwarded in the same manner.

Section 3. Findings/ Approvals. That rubbish service charges for the period of July 1, 2025, through June 30, 2026, for all residential properties be forwarded to the County of San Bernardino for addition to the 2025/2026 property tax rolls as a special assessment. Additionally, that rubbish service charges for July 1 through June 30 of each subsequent year be forwarded in the same manner.

Section 4. Findings/ Approvals That rubbish service charges for the period of July 1, 2025, through June 30, 2026, for those properties that have unpaid liens for delinquent rubbish charges as of June 30, 2025, together with the amount of unpaid liens, be forwarded to the County of San Bernardino for addition to the 2025/2026 property tax rolls as a special assessment.

Section 5. Findings/ Approvals That whenever a rate change occurs during the assessment year, the City shall prepare a pro-rated adjustment to the assessment file which shall be added to the subsequent annual assessment.

Section 6. Effective Date. This resolution shall take effect upon adoption.

Section 7. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 8. Certification. The City Clerk shall certify to the adoption of this Resolution.

Section 9. 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 24th day of June, 2025.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the 24th day of June, 2025, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk of the City of Fontana

Resolution No. 2025-039

Mayor of the City of Fontana

ATTEST:

City Clerk



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0262

Agenda #: C.

Agenda Date: 6/24/2025

Category: Consent Calendar

FROM:

Management Services

SUBJECT:

Annual Placement of Sewer Charges on the Property Tax Rolls

RECOMMENDATION:

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.

COUNCIL GOALS:

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

DISCUSSION:

The County Auditor-Controller requires that the City provide an annual resolution to place sewer charges on the property tax bills. The attached resolution provides for the following, as approved by the City Council on April 4, 1995, for the 2025/2026 property tax bills:

1. Voluntary tax roll billing of sewer charges for current residential customers;
2. Mandatory tax roll billing of sewer charges for those residential customers that have unpaid liens; and
3. Mandatory tax roll billing for new residential connections and residential properties that change ownership.

Per Resolution 95-21 from May 1995, all new residential properties and all residential properties that have changed ownership are required to be placed on the property tax roll. As assessments can only be placed on the property taxes once a year, residents are initially billed bimonthly by the city. The number of bills each resident receives will vary based upon when they close escrow on their property. Accounts billed directly throughout their first year will be placed on the tax roll July of the following year. Additionally, for all residential properties that have unpaid liens for delinquent sewer charges as of June 30, the lien amount will be added to the tax roll, and the property will remain on the tax roll for future billing. Unpaid lien balances on non-residential properties as of June 30 are also placed on the tax roll the following July.

FISCAL IMPACT:

This action will help ensure collection of outstanding receivables in a timely manner. County cost of \$0.30 per parcel will be included with charges on the property tax bill. Total amount to be applied has not yet been determined. Previous year total was approximately \$23,814,421.95 applied to 41,819 properties.

MOTION:

Approve staff recommendation.

RESOLUTION NO. 2025-040

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA,
CALIFORNIA, DIRECTING THE PLACEMENT OF SEWER CHARGES
ON THE PROPERTY TAX BILLS FOR COLLECTION.**

WHEREAS, Section 23-351 of the Municipal code of the City of Fontana provides for the adoption, by resolution of the City Council, rules and regulations for the rendering and collection of sewer bills; and

WHEREAS, California Health and Safety Code Section 5473 specifically authorizes the City to levy and collect sewer charges through County administered and enforced property tax billing and collection procedures; and

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

WHEREAS, the City Council has elected to transition the placement of residential sewer charges on the property tax rolls, making it voluntary for current customers and mandatory for new homes, property transfers and accounts subject to lien action because of delinquency.

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

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

Section 2. Findings/ Approvals. That sewer service charges for the period of July 1, 2025, through June 30, 2026, for those residential properties whose owners have elected tax roll billing, be forwarded to the County of San Bernardino for addition to the 2025/2026 property tax rolls as a special assessment. Additionally, that sewer service charges for July 1 through June 30 of each subsequent year be forwarded in the same manner.

Section 3. Findings/ Approvals. That sewer service charges for the period of July 1, 2025, through June 30, 2026, for those residential properties that have unpaid liens for delinquent sewer charges as of June 30, 2025, together with the amount of unpaid liens, be forwarded to the County of San Bernardino for addition to the 2025/2026 property tax rolls as a special assessment. Additionally, that sewer service charges for July 1 through June 30 of each subsequent year be forwarded in the same manner.

Section 4. Findings/ Approvals That all new residential connections and residential properties that have changed ownership on or after July 1, 1995, and which have not previously been placed on the property tax rolls shall be billed on a bi-monthly basis through June 30 of the assessment year and that sewer service charges for July 1

through June 30 of each year be forwarded to the County of San Bernardino for addition to the property tax rolls as a special assessment.

Section 5. Findings/ Approvals That whenever a rate change occurs during the assessment year, the City shall prepare a pro-rated adjustment to the assessment file which shall be added to the subsequent annual assessment.

Section 6. Effective Date. This resolution shall take effect upon adoption.

Section 7. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 8. Certification. The City Clerk shall certify to the adoption of this Resolution.

Section 9. 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 24th day of June, 2025.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the 24th day of June, 2025, by the following vote to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk of the City of Fontana

Resolution No. 2025-040

Mayor of the City of Fontana

ATTEST:

City Clerk



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0263

Agenda #: D.

Agenda Date: 6/24/2025

Category: Consent Calendar

FROM:

Management Services

SUBJECT:

Annual Placement of Weed Abatement Charges on the Property Tax Rolls

RECOMMENDATION:

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.

COUNCIL GOALS:

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

DISCUSSION:

The County Auditor-Controller requires that the City provide an annual resolution to place weed abatement charges on the property tax bills. The attached resolution provides for the property tax roll billing of weed abatement charges for those properties that have unpaid liens as of July 1, 2025 as authorized in Fontana Municipal Code Section 28-16 and 28-17.

FISCAL IMPACT:

This action will help ensure collection of outstanding receivables in a timely manner. County cost of \$0.30 per parcel will be included with charges on the property tax bill. Total amount to be applied has not yet been determined. Previous year total was approximately \$38,151.40 applied to 93 properties.

MOTION:

Approve staff recommendation.

RESOLUTION NO. 2025-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, DIRECTING THE PLACEMENT OF WEED ABATEMENT CHARGES ON THE PROPERTY TAX BILLS FOR COLLECTION.

WHEREAS, Section 25-16 and 25-17 of the Municipal code of the City of Fontana provide the rules and regulations for the rendering and collection of unpaid delinquent weed abatement charges; and

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

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

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

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

SECTION 2. Findings/Approvals. That weed abatement charges which remain unpaid as of July 1, 2025, on which lien action has been taken, be forwarded to the County of San Bernardino for addition to the 2025/2026 property tax rolls as a special assessment.

SECTION 3. Effective Date. This resolution shall take effect upon adoption.

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

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

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

APPROVED AND ADOPTED this 24th day of June, 2025.

Resolution No.

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 24th day of June, 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Germaine McClellan Key, City Clerk

Acquanetta Warren, Mayor

ATTEST:

Germaine McClellan Key, City Clerk



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0290

Agenda #: E.

Agenda Date: 6/24/2025

Category: Consent Calendar

FROM:

Public Works

SUBJECT:

Final Acceptance of the Construction of the Public Works Concrete Maintenance Project (PW-24-133-SB)

RECOMMENDATION:

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

COUNCIL GOALS:

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

DISCUSSION:

On September 24, 2024, the City Council awarded a construction contract to MAJ Engineering for the Public Works Concrete Maintenance Project (PW-24-133-SB) in the amount of \$210,527.00. MAJ Engineering completed the construction of the project on April 1, 2025. All work has been completed to the satisfaction of the City for the final amount of \$210,527.00. This project was necessary to maintain a network of existing sidewalks, pedestrian access ramps, curbs, gutters, driveway approaches, and other miscellaneous concrete improvements.

The retention money will be released to the contractor thirty-five (35) days after the filing of the Notice of Completion with the County Recorder's Office if no claims are filed with the City within this period.

FISCAL IMPACT:

Funds were budgeted in FY 2024/25 in the Capital Reinvestment Fund 601 in the Sidewalk Rehabilitation Project No. 37104326-601-A-8329, \$102,527.00 and in Concrete Maintenance Operating Budgets 10137106-8130, \$25,000.00, and 28137106- 8130, \$83,000.00.

MOTION:

Approve staff recommendation.



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0309

Agenda #: F.

Agenda Date: 6/24/2025

Category: Consent Calendar

FROM:

Police Department

SUBJECT:

Police Department Monthly Information Update

RECOMMENDATION:

Accept the Police Department monthly information update for April 2025.

COUNCIL GOALS:

- Operate in a businesslike manner by creating a memorable customer experience with every interaction.
- Increase citizen involvement by informing the public about issues, program, and accomplishments.
- Concentrate on Inter-governmental relations by establishing partnerships and positive working relationships with other public agencies providing services to residents and local businesses.

DISCUSSION:

The April 2025 monthly information report has been completed. Once the report is accepted by the City Council it will be featured on the Department website.

FISCAL IMPACT:

There is no fiscal impact.

MOTION:

Approve staff recommendation.

POLICE DEPARTMENT MONTHLY REPORT

April 2025



NOTEWORTHY EVENTS

- Fontana Police participated in "Truck Day" at Cypress Elementary School.
- The recruitment team hosted a recruitment event at LA fitness.
- COPE participated in career day at Falcon Ridge Elementary School.
- Animal Services participated in an Affordable Pet Vaccine Clinic at Fontana Dog Park.
- Lieutenant Tusant hosted an Area Commander Meeting for area 3 at Citrus Elementary School.
- Fontana Police hosted the annual Special Needs Resource Fair.
- Traffic Enforcement Officers conducted proactive enforcement details for distracted driving awareness month.
- Lt. Snyder hosted an Area Commander Meeting for area 4 at Mary Vagle Nature Center.
- Fontana Police participated in the Ronald McDonald Walk at Fontana Park.



CITYWIDE

- Priority 1 response time- 4:22 (Emergency calls like subject not breathing, shots fired, and other immediate risk to life/safety)
- Calls for service- 8,867
- Total arrests- 641
 - Hispanic- 441, White- 101, Black- 71, All other races-28
- Total Group A Offenses- 565
 - Crimes Against Persons- 147
 - Crimes Against Property- 306
 - Crimes Against Society- 112



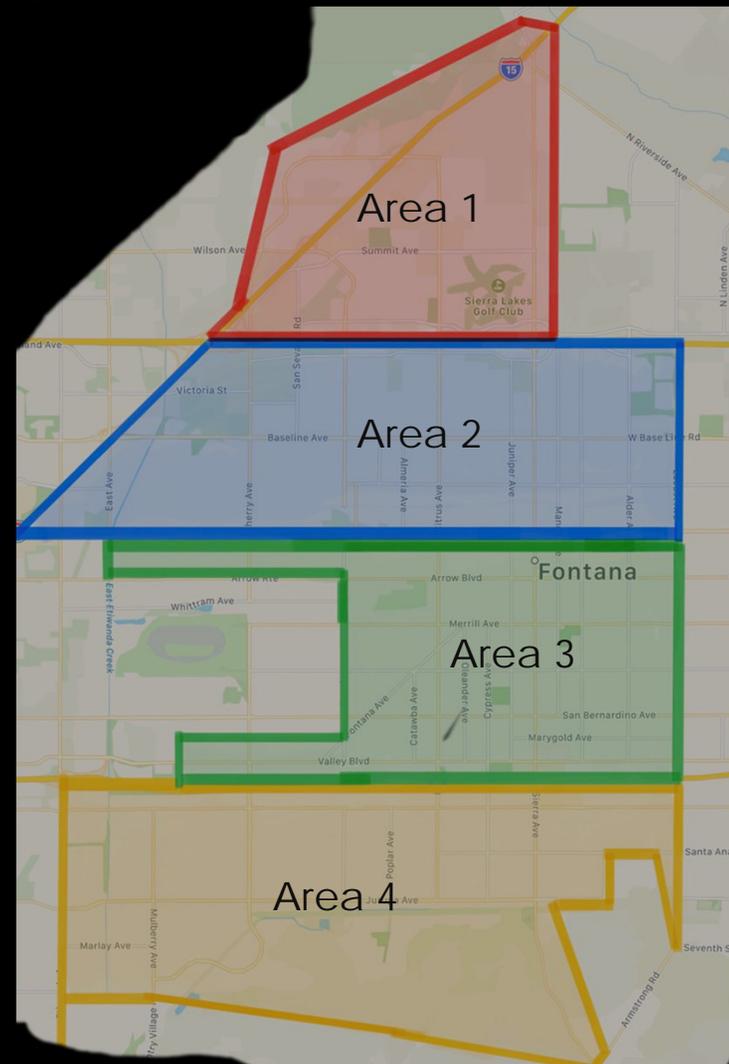
CITYWIDE

- Crimes Against Person- 145
 - Homicide- 3
 - Sex Offenses- 13
 - Assault- 121
 - Kidnapping- 3
 - Other- 5
- Crimes Against Property- 364
 - Robbery- 8
 - Burglary- 23
 - Larceny- 172
 - Destruction of Property- 47
 - Fraud- 30
 - Possession of Stolen Property- 35
 - Motor Vehicle Theft- 39
 - Other Miscellaneous Property Crimes- 10
- Crimes Against Society- 213
 - Drug and Paraphernalia Possession- 189
 - Possession of Child Pornography- 6
 - Possession of Weapons- 18
 - Other Miscellaneous Crimes- 0



CRIMES BY BEAT

- Police Department Beat system is NOT geographically the same as City Council representation Districts
- Beat 1- All area north of 210 Freeway
- Beat 2- All area south of 210 Freeway and north of Foothill
- Beat 3- All area south of Foothill and north of 10 Freeway
- Beat 4- All area south of the 10 Freeway



BEAT 1

AREA COMMANDER IS LIEUTENANT KYLE SLUSSER
EMAIL- KSLUSSER@FONTANACA.GOV
DESK- (909) 350-7716

- Total Group A Offenses- 68
- Crimes Against Persons- 7
- Crimes Against Property- 50
- Crimes Against Society- 11



BEAT 2

AREA COMMANDER IS LIEUTENANT MATT KRAUT
EMAIL- MKRAUT@FONTANACA.GOV
DESK- (909) 356-7142

- Total Group A Offenses- 152
- Crimes Against Persons- 32
- Crimes Against Property- 81
- Crimes Against Society- 39



BEAT 3

AREA COMMANDER IS LIEUTENANT CHRIS TUSANT
EMAIL – CTUSANT@FONTANACA.GOV
DESK – (909) 350-7706

- Total Group A Offenses- 365

- Crimes Against Persons- 86
- Crimes Against Property- 138
- Crimes Against Society- 141



Beat 4

AREA COMMANDER IS LIEUTENANT SCOTT SNYDER
EMAIL – [SSNYDER@FONTANACA.GOV](mailto:ssnyder@fontanaca.gov)
DESK – (909) 350-7707

- Total Group A Offenses- 137
- Crimes Against Persons- 20
- Crimes Against Property- 95
- Crimes Against Society- 22





ADDITIONAL USEFUL INFORMATION

- For more information regarding specific geographical crime data, visit www.crimemapping.com and enter your zip code
- Police Department information line- (909) 350-7740
- Police Department Dispatch non-emergency line- (909) 350-7700
- Anonymous crime reporting (909) 356-TIPS to leave a recorded message
- Report Graffiti on City Property- (909) 350-GONE
- Office of the Chief- (909) 350-7702 or mdorsey@fontanaca.gov



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0311

Agenda #: G.

Agenda Date: 6/24/2025

Category: Consent Calendar

FROM:

Human Resources

SUBJECT:

Ratification of the 2025 - 2028 Memorandum of Understanding for the Fontana Police Officers' Association.

RECOMMENDATION:

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.

COUNCIL GOALS:

- Operate in a businesslike manner by ensuring that the public debate is based on accurate information.
- Practice sound fiscal management by producing timely and accurate financial information.
- Practice sound fiscal management by living within our means while investing in the future.
- Create and maintain a dynamic team by promoting stability and predictability by providing consistent policy direction.
- Create and maintain a dynamic team by communicating Goals and Objectives to all commissions and employees.
- Create and maintain a dynamic team by emphasizing staff development.

DISCUSSION:

On February 14, 2023, the City Council awarded an agreement to Public Sector Personnel Consultants (PSPC) to assess the competitiveness of the City's current classification and compensation structure for all positions city-wide. A Classification and Compensation Study was conducted, and the findings were presented to the City Council during Closed Session on May 14, 2024. At that time, the City Council directed staff to develop a pathway toward competitive pay as part of their goal to address employee recruitment, retention, and stability.

Coinciding with these efforts, the Memorandum of Understanding ("MOU") between the City and the Fontana Police Officers' Association ("POA") is expiring on June 30, 2025. The City and the POA have been negotiating in good faith since March 2025, with the implementation plan outlined below incorporated into these negotiations.

Tentative Agreement

The City has concluded negotiations with the POA, agreeing on terms and conditions of employment outlined in the attached MOU. Staff is recommending the formal ratification of the MOU.

The tentative agreement reached with the POA spans a three (3) year period, ending June 30, 2028. Highlights include:

- A 4.5% base salary increase, effective July 12, 2025.
- A 4.0% base salary increase, effective February 7, 2026.
- A 2.5% base salary increase, effective July 11, 2026.
- A 2.5% base salary increase, effective February 6, 2027.
- A 3.0% base salary increase, effective July 10, 2027.
- A 4.5% base salary increase, effective February 5, 2028.
- An increase to the amount of leave time which may be cashed out or deferred annually.
- An increase in Uniform Allowance.
- An increase to the bulletproof vest replacement value.
- The creation of a 401(a) deferred compensation account for participating members.

The updated salary tables for the POA throughout the 2025-26 fiscal year are also being presented. Formal adoption of all City salary tables is in accordance with the guidelines provided by the California Public Employee Retirement System (CalPERS).

FISCAL IMPACT:

The compounded fiscal impact associated with the approval this item \$12,722,110 for the three-year term of the MOU. The cost associated with fiscal year 2025-26 is \$2,442,920 and is not included in the adopted budget and authority to increase the budget is requested. All required adjustments will be included in the First Quarter Budget Status Report and included in future fiscal year budgets.

MOTION:

Approve staff recommendation.

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.

WHEREAS, on July 26, 2022, the City Council of the City of Fontana (City Council) adopted a Memorandum of Understanding (MOU) between the City of Fontana (City) and the Fontana Police Officers' Association (POA) to establish the terms and conditions of employment for its employees; and

WHEREAS, the previously adopted MOU for the POA will be expiring on June 30, 2025, and the City and the POA have met and conferred in good faith and have reached an agreement on new terms of employment; and

WHEREAS, the City Council has adopted the Personnel Rules and Regulations which incorporate the City's Classification and Compensation Plan; and

WHEREAS, the Classification and Compensation Plan is not a static document and requires periodic revisions to reflect organizational changes and workforce needs; and

WHEREAS, the Classification and Compensation study identified specific classifications as being below market; and

WHEREAS, the new MOU includes base salary increases over the term of the agreement, which incorporate adjustments necessary to bring classifications to market-competitive levels; and

WHEREAS, the City Council desires to enter into an agreement with the POA to formally establish these new terms, along with the updated salary tables, to reflect these negotiated changes.

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. CEQA. This Resolution is not a project within the meaning of Section 1538 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Resolution is nonetheless exempt for the requirements of

CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of San Bernardino in accordance with CEQA Guidelines.

Section 3. POA MOU. The City Council of the City of Fontana hereby approves and adopts the Memorandum of Understanding between the City and the Fontana Police Officers' Association, attached hereto as Exhibit A and incorporated herein by this reference.

Section 4. Salary Tables for the POA, Effective July 12, 2025. The City Council of the City of Fontana hereby adopts the updated Fontana Police Officers' Association salary table effective July 12, 2025, which is attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Salary Tables for the POA, Effective February 7, 2026. The City Council of the City of Fontana hereby adopts the updated Fontana Police Officers' Association salary table effective February 7, 2026, which is attached hereto as Exhibit C and incorporated herein by this reference.

Section 6. 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 7. Certification. The City Clerk shall certify to the adoption of this Resolution.

Section 8. Custodian of Records. The documents and materials that constitute the record of proceedings on which this Resolution is based are located at the City Clerk's office located at 8353 Sierra Avenue, Fontana, CA 92335. The custodian of records is the City Clerk.

Section 9. Effective Date: This Resolution shall become effective immediately upon adoption.

APPROVED AND ADOPTED this 24th day of June, 2025.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

I, Germaine McClellan Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing Resolution is the actual Resolution duly and regularly adopted by the City Council of said City at a regular meeting thereof, held on the 24th day of June 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



MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF FONTANA

AND THE

FONTANA POLICE OFFICERS' ASSOCIATION (FPOA)

FOR THE PERIOD OF

JULY 1, 2025 THROUGH JUNE 30, 2028

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF FONTANA
AND THE
FONTANA POLICE OFFICERS' ASSOCIATION (FPOA)**

This Memorandum of Understanding (“Agreement”) is entered into by the City of Fontana (hereinafter referred to as the “City”) and the Fontana Police Officer’s Association (hereinafter referred to as the “Association”). The terms and conditions of this Agreement shall be applicable to all classifications set forth in Appendix A commencing **July 1, 2025 and ending June 30, 2028.**

The City and Association acknowledge that the City is working toward implementation of a new Human Resources & Payroll System (“System”) during the term of this MOU. The completion and readiness of the System shall be a reopener as to all issues that are impacted. To the extent the System’s implementation may impact terms and conditions of employment, the parties will meet, confer, and negotiate prior to implementation.

ARTICLE 1: RECOGNITION

For purposes of meeting and conferring on wages, hours and working conditions and general representation of its members, formal recognition is hereby granted to the Association for the job classifications of Police Officer Trainee, Police Officer, and Police Corporal.

ARTICLE 2: CITY PERSONNEL RULES AND REGULATIONS

It is understood and agreed that there exists within the City, in written or unwritten form certain personnel rules, policies, practices and benefits, generally contained in the “City of Fontana Personnel Rules and Regulations,” and “City of Fontana Employer-Employee Resolution” as amended thereafter by City resolutions and Memorandum of Understanding. Those rules, policies and benefits, which are subject to the meet and confer process, will continue in effect, except for those provisions modified by this Agreement, unless and until modified by mutual agreement of the parties and enacted by the City Council, if necessary, in accordance with state laws, orders, regulations, official instructions or policies.

ARTICLE 3: ZIPPER CLAUSE

The parties acknowledge that during the meet and confer sessions which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of meeting and conferring, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they have met and conferred or signed this Agreement.

ARTICLE 4: DUES DEDUCTIONS

Section 1 - Dues Deduction Authorization

Members of the Fontana Police Officers' Association may authorize Association dues deduction by submitting a written authorization to the Association, who will then notify the City of such deductions. Said authorization will remain effective unless or until the Association notifies the City of a withdrawal of membership or the member otherwise terminates employment or transfers outside of the represented unit. The Association shall indemnify the City as to all representations relied upon relating to membership or withdrawal of the same.

Section 2 - Non-Pay Status

If an Association member is in a non-pay status, the Association member's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. When a member in good standing of the Association is in a non-pay status for an entire pay period, no dues withholding will be made to cover that pay period. In the case of an Association member who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over employee organization dues.

Section 3 - Hold Harmless

The Association shall indemnify, defend and hold the City of Fontana harmless against any claims made, and against any suit instituted against the City of Fontana on account of check-off or employee organization dues. In addition, the Association shall refund to the City of Fontana any amounts paid to it in error, upon presentation of supporting evidence.

ARTICLE 5: WAGES

Section 1 - Wages

- A. Effective July 12, 2025, each employee/classification represented by the Association shall receive a 4.5% base salary increase.

- B. Effective February 7, 2026, each employee/classification represented by the Association shall receive a 4.0% base salary increase.
- C. Effective July 11, 2026, each employee/classification represented by the Association shall receive a 2.5% base salary increase.
- D. Effective February 6, 2027, each employee/classification represented by the Association shall receive a 2.5% base salary increase.
- E. Effective July 10, 2027, each employee/classification represented by the Association shall receive a 3.0% base salary increase.
- F. Effective February 5, 2028, each employee/classification represented by the Association shall receive a 4.5% base salary increase.
- G. The Association and the City have agreed to use the following survey cities when conducting a "Benchmark" salary survey: Chino, Corona, County of San Bernardino, Ontario, Pomona, Riverside, San Bernardino, and Upland. The "Benchmark" survey will measure the base wages, for the classification of Police Officer. The classification of Police Officer II will be utilized for the survey City of Corona. The final survey documents will be reviewed and discussed with the POA representatives.
- H. Beginning July 1, 2008, the City will guarantee a 10% salary differential between top step Officer w/ Advanced Certificate and Top step Corporal w/ Advanced Certificate. Effective the beginning of the pay period following July 1, 2020, the guaranteed salary differential will be increased to a total of twelve percent (12%). Effective the beginning of the pay period following July 1, 2021, the guaranteed salary differential will be increased to a total of fourteen percent (14%).

Section 2 - Uniformed Corporal Administrative Compensation

Effective the beginning of the pay period containing July 1, 2016 (Payroll 14), the City will provide all uniformed Corporals assigned to the Patrol Unit two (2) hours of pay or comp-time per pay period. This time is to be used to prepare for their shift and to complete all necessary administrative duties. (July 2016)

ARTICLE 6: WORKING HOURS

Association members assigned to the Patrol Unit will be placed on a "3/12.5 + 10" work schedule. This 3/12.5 + 10 work plan will be based on a 28-day work cycle and will consist of: three weeks of 3 consecutive 12.5-hour days; and one week of three consecutive 12.5-hour days plus one 10-hour workday. The Police Department will attempt to fix the 10-hour payback day for the duration of the shift assignment. This work schedule will work out to an average of a 40-hour workweek over the 28-day work cycle. Those Association members who are not assigned to the Patrol Unit shall be placed on a four day per week, 10 hours per day work schedule (4/10).

Association members on a modified work schedule (i.e., non 5-day week/8 hour per day schedule) must have at least 8 hours off between scheduled shifts.

The Chief of Police may revert back to a 5/8 or other scheduling plan when, in his opinion, it is in the best interest of the Department. Such change will occur after two weeks' notice is given, and after meeting and conferring with the Police Officers' Association.

Association members scheduled to attend training on a day when they are scheduled to work a 12.5-hour shift will be required to work a full shift (i.e., Association members scheduled to work a 12.5-hour shift will be required to work the full 12.5 hours; and Association members scheduled to work a 10-hour shift will be required to work the full 10 hours). Reasonable travel time, determined by the Department, will be permitted within the required work period. Travel time shall be based on the distance from the Police Department to the training location or the length of travel to the location from which the Association member must be housed on or near the training site. An Association member who is scheduled for training of a day or longer may be placed on an alternate work schedule to accommodate the hours of training in order to maintain the Association member's regular hours within a 28-day cycle.

ARTICLE 7: PERSONAL LEAVE ACCRUAL, LEAVE ACCRUAL LIMITS, LEAVE CASH OUT, NEGATIVE LEAVE USAGE and LEAVE DONATION

Section 1 - Personal Leave Accrual

Effective July 1, 2002, the personal leave accrual rates for Association members shall be as follows:

<u>YEARS OF SERVICE</u>	<u>HOURS ASSIGNED</u>	<u>PAY PERIOD ACCUMULATION</u>
Less than 2 Years	200 hours	7.69 hours
2 Years but less than 4 Years	208 hours	8.00 hours
4 Years but less than 6 Years	216 hours	8.31 hours
6 Years but less than 8 Years	224 hours	8.62 hours
8 Years but less than 10 Years	232 hours	8.92 hours
10 Years but less than 14 Years	250 hours	9.62 hours
14 Years but less than 18 Years	276 hours	10.62 hours
18 Years but less than 20 Years	292 hours	11.23 hours
20 Years +	312 hours	12.00 hours

Section 2 - Leave Accrual Limits

Effective July 1, 2019, Association members agree to limit the number of personal leave hours which can be carried over from year to year to a maximum of three (3) times the Association member's annual personal leave accrual. Association members will cease to

accrue personal leave time until they have reduced their personal leave below their ceiling.

Effective the beginning of the pay period following January 1, 2024, Association members agree that the total number of personal leave hours which can be accrued in their leave bank at any given time is a maximum of three (3) times the Association member's annual personal leave accrual. The application of the maximum accrual limit will be made on a pay period by pay period basis. Once the maximum accrual limit is met, Association members will cease to accrue personal leave time until the next pay period in which they have reduced their personal leave below their accrual limit.

The City Manager shall, upon written request, approve payoffs of accrued leave time, which are in excess of the three (3) year ceiling and/or the current maximum, when such excess leave is the result of the Association member's scheduled leave being denied or cancelled because of City needs.

Section 3 - Leave Cash Out

Association members may elect to cash out or defer one-hundred twenty (120) hours of leave time (personal leave, compensatory time, or a combination of both). Payment will be made on or before July 31st and/or the second Friday in December of the following calendar year, subject to the Cash-out provisions below.

Cash-out Provisions: Association members may make a written election to cash out or defer up to 120 hours of leave time (personal leave, compensatory leave pay, or a combination of both) so long as all the following rules are followed:

- Once Association members accrue 120 hours of leave time (personal leave, compensatory leave pay, or a combination of both).
- Association members who elect to cash-out leave time must submit a written election to cash-out some of the leave time (personal leave time, compensatory time or a combination of up to a total of 120 hours), that the Association member will accrue in the following year.
- Such written election to cash-out leave time must be made by the Association member on or before December 31st of the year prior to the Association member's payout date for the leave time being cashed-out.
- Such election will be irrevocable once made.
- The payout date for the cashed-out leave time will be on or before July 31st and/or the second Friday in December, and must be a date by which the Association member will have accrued in such payout year leave time which equals or exceeds the amount of leave time which the Association member has elected to cash out.
- The written election to cash-out leave time shall designate the date (on or before July 31st and/or the second Friday in December) which the cashed-out leave time will be paid.
- Association members' leave time may not be reduced to less than eighty (80) hours as a result of participation in the leave cash out.

Association members agree to limit the maximum amount of leave time (personal leave, compensatory time or a combination of both) which can be cashed out or deferred under the City's "leave plans" to a maximum of one-hundred twenty (120) hours per calendar year. The requested cash out can be made at either or both dates below, not to exceed the maximum amount listed in this Article per calendar year:

Payment Dates
• On or before July 31 st
• On or before the second Friday in December

Section 4 - Negative Leave Usage

Effective June 24, 1995, Association members agree to eliminate all negative leave usage. (Association members may only use time already accrued). The City Manager may, upon written request, approve exceptions to this provision under extraordinary circumstances and with the Association member providing a written deduction authorization allowing the City to withhold any monies owed from this negative leave usage from the Association member's final paycheck.

Section 5 - Payment Upon Separation

Unused personal leave shall be paid to Association members upon separation from City employment.

Section 6 - Leave Donation

The City agrees to review the Catastrophic Leave Program with the Association during the term of this agreement.

ARTICLE 8: UNIFORMS AND EQUIPMENT

Section 1 - Uniform Allowance

Effective July 12, 2025, a uniform allowance in the amount of \$50.00 per pay period (approximately \$1,300 per year) will be paid to all Association members. The uniform allowance is intended for the purchase and maintenance of uniforms. (Bi-weekly payments beginning July 2022)

If an Association member leaves either voluntarily or involuntarily during their probationary period, the full uniform allowance that was provided must be paid back to the City. Once an Association member holding the classification of Police Officer Trainee is advanced to the classification of Police Officer, they will be assigned to the regularly scheduled uniform allowance. In addition, the City will compensate any eligible Association member for the repair or replacement of clothing or equipment damaged or

destroyed in direct consequence of the discharge of their duties in accordance with State Labor Code Section 2802.

Police Officer Trainees shall not receive the uniform allowance.

Section 2 - Safety Equipment

In accordance with Government Code 50081 the following required and recommended safety equipment shall be provided to new personnel:

- | | |
|--------------------|---------------------|
| 1. Service firearm | 6. Handcuffs |
| 2. Holster | 7. Raincoat |
| 3. Belt | 8. Rain Boots |
| 4. Ammunition | 9. Bulletproof Vest |
| 5. Nightstick | 10. Disinfectant |

Police Officer Trainees shall not receive the bulletproof vest.

Section 3 - Bulletproof Vest Replacement

The City shall provide up to an eight-hundred seventy-five (\$875) credit to Association members with bulletproof vests over 5 years old, for a maximum of 20% of the Association members per fiscal year, replacing older vests first. Vests shall be replaced annually on or about the month of September.

Section 4 - Safety Equipment for Motor Officers

The City shall provide: wool motor pants, helmets, eyewear, boots, and gloves.

Section 5 - Safety Equipment for Patrol Vehicles

The City shall provide a box of latex gloves and an ambu bag in each service patrol vehicle.

ARTICLE 9: LONGEVITY PAY

1. Effective July 1, 2008, Association members hired after July 1, 1990 will receive longevity pay in accordance with Section 2 below, based on years of service in the following amounts:

- 5 Years but less than 10 Years of continuous service: \$1,000
- 10 Years but less than 15 Years of continuous service: \$2,500
- 15 Years but less than 20 Years of continuous service: \$3,000
- 20 Years but less than 25 Years of continuous service: \$3,500

25 Years or more of continuous service: \$4,000

(5-10 Year Tier and Increase to Other Tiers, 2022)

2. Effective January 1, 2027, Association Members shall receive longevity pay via direct deposit by electing one form of payment below:
- A bi-weekly basis, equal to the eligible amount (i.e., a prorated portion of the annual longevity payment will be provided with each paycheck) and will be included on the employee's next regular paycheck following eligibility, **OR**
 - A one-time per year payment, payable in December.

Association members' longevity payments shall cease upon termination of employment. The Association member may not change their payment option once they elect to receive it bi-weekly. Payment election must be submitted to the Human Resources Department on or before October 1st of each year to be effective the following calendar year. If an election is not made by the deadlines indicated above, the Association member will receive the bi-weekly payment. All new employees (hired on or after July 1, 2025) shall receive the bi-weekly payments.

ARTICLE 10: MERIT INCREASES

Merit increases will be 5% between each step. The salary table shall consist of a five-step salary range with each step at 5% intervals.

ARTICLE 11: OVERTIME COMPENSATION

All time worked, or regarded as having been worked because the Association member was on an authorized leave of absence in excess of their regularly scheduled hours for that day or 160 hours in their 28 day cycle, shall be compensated at the premium rate of one and one-half the Association member's regular rate of pay.

All Police Officers who work off-duty assignments (e.g., special events, parades, etc.), shall be paid at their appropriate hourly rate with a minimum of two (2) hours per assignment.

Association members shall have the sole discretion to elect to receive Compensatory Time Off ("Comp. Time") in lieu of paid overtime up to a maximum of four-hundred eighty (480) hours. In no event can an Association member accrue in excess of 480 hours of Comp. Time. All hours in excess of 480 shall be paid to the Association member at the Association member's regular rate of pay. Unused Comp. Time shall be paid to Association members upon separation from City employment.

As discussed in the re-opener language related to the implementation of a Human Resources & Payroll System, terms and conditions impacted by the System's implementation – including but not limited to overtime – are subject to reopening to the extent impacted by System implementation.

ARTICLE 12: COURT STAND-BY AND COURT APPEARANCE COMPENSATION

Section 1 - Court Stand-by

Association members who are placed in a “Stand-by” status restricting their freedom of movement in lieu of attending court in response to a direct order or lawful subpoena pertaining to matters arising during the course and scope of employment shall be compensated at the rate of one-half of the Association member’s straight time compensation (e.g., if an Association member is earning \$20 an hour, and is placed in a Stand-by status, such Association member will be compensated at the rate of \$10 an hour).

Section 2 - Court Appearance

The City shall provide to each Association member who is required to attend court, outside of their scheduled work hours, pursuant to a lawful subpoena relating to events occurring during the course and scope of his/her employment, overtime compensation, in either cash or compensatory time off at the Association member’s option for time spent in attendance, with a minimum compensation payment of three (3) hours. Association members whose normal shift ends between 0230 hours and 0700 hours shall receive a minimum compensation of five (5) hours. (July 2016)

Section 3 - Admin Per Se Telephone Hearings

When an Association member is required to participate in an Admin Per Se telephone hearing(s) through the California Department of Motor Vehicles outside of their normal shift, they shall be compensated for a minimum of one (1) hour which shall be considered as time worked in calculating eligibility for overtime.

ARTICLE 13: ON-CALL PAY

The weekly compensation paid to all members of the Association assigned to “on-call” status by the Chief of Police, or his designee, shall be ten (10) hours of straight time pay or compensatory time off (Association member’s choice) for each week (prorated for any portion thereof) of on-call duty.

ARTICLE 14: TAKE HOME VEHICLES

Section 1 - Investigations Unit

Unit members assigned to investigations shall be given a take-home vehicle. Said vehicle may only be used for official business and in accordance with the Police Department’s General Orders.

If Department needs require the use of unmarked vehicles for a Police Operation the cars assigned to unit members in investigations may be utilized for the duration of the operation. This will, therefore, impact the members' ability to take their unit home. Advanced notice will be provided if this should occur.

Section 2 - Motor Officers

Motor Officers shall be given authorization to take home their assigned motorcycle. Said motorcycle may only be used for official business and in accordance with the Police Department's General Orders.

ARTICLE 15: FIELD TRAINING OFFICERS (FTOs) SPECIAL COMPENSATION

Association members designated as FTOs, in the assignments of Patrol and Traffic, shall be compensated fifteen (15) hours at straight time per month, as pay or compensatory time off at the Association member's option, which shall not be considered as hours worked for purposes of overtime calculation. Those Association members designated as FTOs that are in special assignments shall retain their FTO status and will be eligible for compensation upon assignment to Patrol or Traffic.

Members initially assigned as an FTO shall serve a twelve-month probationary period and may be removed from the FTO program without right of appeal during that period.

Effective July 1, 2005, all non-probationary FTOs will be granted a one-year assignment in the FTO position and will be evaluated annually thereafter. Renewal of the FTO assignment will be based on the recommendation of the supervisor and approval of the Chief.

If, after the annual evaluation, a non-probationary FTO is not renewed to continue service as an FTO, he/she shall not have any right of appeal. A non-probationary FTO may only be removed in between evaluation periods by utilizing the existing disciplinary process as used for demotions.

ARTICLE 16: K-9 UNIT COMPENSATION

Association members assigned to the K-9 unit shall receive twelve (12) hours at straight time per month, as pay or compensatory time off at the Association member's option, for the care and maintenance of the canine. This will be paid at a frequency of two times a month, six hours per payout. For those months in which members receive three paychecks, the third paycheck for the month will not receive K-9 compensation pay. This time shall not be considered as hours worked for the purposes of overtime calculation.

(July 2016, amended July 2022)

ARTICLE 17: FLIGHT TIME PREMIUM PAY

Effective July 30, 2022, Association members assigned to the Air Support Unit as co-pilot or crew on work related air missions shall receive a maximum of ninety-six (96) hours at straight time per year, as pay or compensatory time off at the Association member's option. When elected as pay, this will be paid and earned at a frequency of two times a month, four hours per payout. For those months in which members receive three paychecks, the third paycheck for the month will not receive Flight Time Premium Pay. This time shall not be considered as hours worked for the purposes of overtime calculation. (July 2022)

ARTICLE 18: SHIFT ASSIGNMENT AND DIFFERENTIAL

Section 1 – Shift Assignment

Shift assignments shall be made on a seniority basis, except that special assignments (including probationary officer positions) shall continue to be granted and or assigned at the discretion of the Chief of Police.

Section 2 – Shift Differential

All Association members are eligible to receive shift differential pay for hours actually worked as follows; (a) 1800 to 2300 shall receive 2.5% differential pay; and (b) 2301 to 0600 shall be paid 5% differential pay.

ARTICLE 19: BILINGUAL DIFFERENTIAL

Effective June 25, 2016, the City shall pay one hundred dollars (\$100) per pay period for those Association members who are assigned by the Chief of Police to assist with providing translation to and from a foreign language and other related services. Eligible Association members will be required to pass a test which shall be administered by a qualified employee selected by mutual agreement of the Chief of Police and the Association.

ARTICLE 20: EDUCATIONAL ACHIEVEMENT PAY

Beginning in September 2017, the City shall compensate eligible Association members as follows for possessing the corresponding degree from an accredited college or university:

Bachelor's Degree: \$2,000

OR

Master's Degree: \$3,000

Eligible Association members will only receive compensation for the highest degree conferred (i.e., a member with a Bachelor's and Master's Degree would receive \$3,000).

Educational pay will be paid annually by September 30th of each year. In order to be eligible to receive education pay in September, the degree must have been conferred to the Association member by August 1st of the same year. The Association will submit the appropriate documentation to the Human Resources Department in August of each year for those eligible members. Association members within the Police Officer Trainee classification are **not** eligible for this pay.

In addition, beginning September 2017, Association members will no longer be eligible for the City Education Reimbursement Program. (July 2016)

ARTICLE 21: HEALTH INSURANCE

Section 1 - Cafeteria Plan

Effective January 1, 2026, for Association members paying out of pocket, the City will contribute to the City's Cafeteria Plan an amount up to the cost of the Anthem Blue Cross HMO family rate with a \$15 co-pay, the high dental family rate, family rate vision plan and life insurance premium. The City's contribution shall not exceed the actual expenditures for the aforementioned coverage. The City will provide Association members the cash back option of \$601.

Section 2 - Medical Insurance Benefits While on Leave

Association members who are receiving long-term disability insurance pay will have their medical insurance premiums paid by the City for them and currently enrolled dependents for up to 18 months. These payments shall not exceed the amount of the monthly cafeteria allotment. Thereafter, the Association member must pay for medical insurance. Association members on job related injury leave shall receive fully paid medical insurance or cafeteria benefits for the period of the injury as required by applicable law. Association members at their option may continue coverage of other available insurance at their own expense.

Section 3 - LTD , STD and LIFE INSURANCE

Effective January 1, 2009 City shall increase the Life insurance benefit to \$100,000. The Association may recommend and request the City offer specific life insurance plans to Association members. The Association may make any recommendation and request at least twelve (12) months prior to any such change. This recommendation will require the City to conduct a market analysis survey. Upon receiving results of the market analysis survey, the City will meet and confer prior to implementation based on the Association's recommendation. The parties acknowledge that any change would become effective as of January 1st of the following year.

The Long-Term and Short-Term Disability insurance shall be removed from the cafeteria plan. The Association members shall pay the premiums for any elected disability insurance by payroll deduction. The Association will select the disability insurance plans

to be offered to their members. The City will administer said plans, which will require 100% participation by Association.

ARTICLE 22: HOLIDAY COMPENSATION

Association members shall work all holidays when so directed or assigned and shall be paid an additional amount of salary computed upon the range and step in which such Association member is presently employed at a rate of five (5.38) hours per pay period for an accumulative total of fourteen (14) paid holidays, as identified below. Association members may request equal time off in lieu of payment. If equal time off is requested, it shall be submitted in writing before July 1st of each year and is subject to approval by the Chief of Police. Association members with holidays off must utilize enough personal leave with each holiday taken off duty to equal the normally scheduled work hours for that day. Holiday compensation shall be reported to CalPERS as required by law.

The following days shall be observed by the City as paid holidays:

New Year's Day (January 1st)
Martin Luther King's Birthday (Third Monday of January)
President's Day (Third Monday of February)
Memorial Day (Last Monday of May)
Independence Day (July 4th)
Labor Day (First Monday of September)
Veteran's Day (November 11th)
Thanksgiving Day (Fourth Thursday of November)
Day after Thanksgiving (Fourth Friday of November)
Christmas Eve (December 24th)
Christmas Day (December 25th)
Floating Holiday #1
Floating Holiday #2
Floating Holiday #3

ARTICLE 23: DEFERRED COMPENSATION

The City shall match employee contributions up to \$400/month into a deferred compensation account. Effective January 10, 2026, the Employee's contributions will be deposited into a 457(b) account, while the City's matching contributions will be deposited into a 401(a) account. (401(a) added July 2025)

ARTICLE 24: RETIREMENT BENEFITS

Section 1 - Participation

The City participates in the Public Employees' Retirement System (PERS).

Tier I

Classic Safety Members hired prior to July 1, 2011 will have a retirement formula that is based on 3.0% @ 50 Plan Full Formula for Safety Members and upon retirement an employee's "final compensation" will be based on the "highest one (1) year" salary.

For Tier I above, the City shall pay up to one hundred percent (100%) of each employee's required retirement contributions pursuant to the retirement plan maintained by the City through PERS. Said payments shall not exceed nine percent (9%) of the employee's "PERSable" compensation. These payments are not salary increases but are the City's payment of employees' retirement contribution in accordance with Section 414(h)(2) of the Internal Revenue Code.

Tier II

All Safety Members hired on or after July 1, 2011 will have a retirement formula that is based on 3.0% @ 55 Plan Full Formula for Safety Members and upon retirement an employee's "final compensation" will be based on the highest consecutive 36-month average for determining retirement benefits. Employees in Tier II will pay the full employee portion.

For all Members that were hired prior to July 1, 2011 but who did not become Safety Members until on or after July 1, 2011 and, therefore, participate in the 3.0% @ 55 Plan Full Formula for Safety Members, the City shall pay up to one hundred percent (100%) of the required retirement contributions. Said payments shall not exceed 9.0% of the employee's "PERSable" compensation. These payments are not salary increases but are the City's payment of employees' retirement contribution in accordance with Section 414(h)(2) of the Internal Revenue Code.

Tier III

All New Safety Members hired on or after January 1, 2013, as is mandated by the Public Employee's Pension Reform Act of 2013 (PEPRA), will have a retirement formula based on 2.7% @ 57 Plan Full Formula for Safety Members and upon retirement an employee's "final compensation" will be based on the highest consecutive 36 month average. An employee in Tier III will pay 50% of Normal Costs. This amount is provided by CalPERS each year and is subject to change.

Police Officer Trainees shall participate in the City PERS program for "Miscellaneous" employees until advancement to a Sworn Police Officer.

For the purposes of any future comparisons of the level of compensation of employees covered by this MOU with comparable employees in other jurisdictions, these payments shall be taken into account along with measuring base salaries. All contributions shall be credited to the employees' accounts with PERS.

A. EPMC Conversion

The City will report as compensation for retirement purposes the Employer Paid Member Contribution of 9% for Tier I employees ONLY that were hired prior to July 1, 2011. Notwithstanding for foregoing, the City will also report as compensation for retirement purposes the Employer Paid Member Contribution of 9.0% for any Tier II Members that were hired prior to July 1, 2011 but who became Safety Members on or after July 1, 2011.

B. Cost Sharing (Per Section 20516 of the CA Public Employee's Retirement Law)

All Tier I (as defined above), Classic, Safety Members in the classifications of Police Corporal and Police Officer will contribute three percent (3%) towards the City's **Employer CalPERS costs** effective as soon as practical and upon CalPERS approval of the amendment to the City's contract. Such contributions shall be tax-deferred and shall be credited to the members account.

Effective December 27, 2014, Tier II (as defined above), Classic, Safety Members that were hired prior to July 1, 2011 but who became Safety Members on or after July 1, 2011, will contribute three percent (3%) towards the City's Employer CalPERS costs. Such contributions shall be tax deferred.

Section 2 - 1959 Survivor's Benefit

The City provides the option of the 1959, Level 4, Survivor's Benefit for all employees enrolled in PERS.

Section 3 - PERS Military Buy-Back

The agreement between the City and PERS shall allow for the buy-back of time served by the employee in the Military.

Section 4 - Health Insurance for Retired Employees

All employees hired prior to June 30, 1990, who retire from the City (i.e., begin to draw from their PERS retirement accounts) shall continue to be eligible for retiree health benefits. This consists of City contributions to medical insurance for retirement, after 10 years of City service, and dental insurance, for retirement after 20 years of City service, for both employee and spouse. Employees who are ineligible for City paid retiree health insurance may elect upon retirement to continue medical and dental coverage at their own expense through the City's medical and dental plans.

Only employees hired prior to June 30, 1990 who retire after ten years of City service shall be eligible to cause the City to pay the prescribed monthly contributions toward the payment of medical insurance premiums for them and eligible dependents and eligible survivors, and only employees hired prior to June 30, 1990 who retire after twenty years of City service shall be eligible to cause the City to pay the prescribed monthly

contributions toward the payment of dental insurance premiums for them and eligible dependents and eligible survivors. At the present time, the prescribed monthly contribution for medical insurance is the amount of the premium applicable to coverage for an employee and spouse under "City-Kaiser" Plan. All employees and retirees who do not satisfy the prerequisites described above shall still have the option to continue medical and dental insurance coverage for them and eligible dependents under the City's medical and dental plans at their own expense.

Eligible retirees must join Medicare so long as this does not result in any loss of coverage or increased cost to the retiree. In that situation, the City will reimburse eligible retirees for the cost of the standard "Part B" Medicare premium, which is \$135.50 in 2019, for those employees who elect such coverage. This amount is subject to change based on adjustments by the Federal government. The cost is automatically withdrawn from their Social Security checks. Retirees must supply the City with proof of payment (including deductions from Social Security checks) for this coverage and will be reimbursed on a quarterly basis. No retroactive reimbursements will be given.

Section 5 – Retiree Medical Trust Fund

All members of the Association hired after June 30, 1990 will receive a monthly payment into a Retiree Medical Trust Fund. Effective July 30, 2022, the City's monthly contribution amount will be \$425 per member. Furthermore, any and all changes to the Retiree Medical Trust Fund contribution amount shall be agreed upon between the City, FPOA and the Fontana Police Management Association.

The Retiree Medical Trust will be selected, established and maintained by the Association and must meet IRS guidelines. The Medical Trust Fund shall not be administered by the City, and the Association and its members shall release the City from liability and agree to indemnify the City from any claims resulting from the administration of the Medical Trust Fund.

ARTICLE 25: CALL BACK

The City shall provide to each sworn police Association member who is: (1) called back to work; or (2) who signs up or is ordered to work an extra shift, a minimum of two (2) hours compensation at the rate of time and one-half the Association member's regular rate.

ARTICLE 26: PERFORMANCE EVALUATIONS

Performance Evaluations with an overall rating of less than competent are within the scope of the grievance procedure.

ARTICLE 27: LAYOFFS

Section 1 - Administration of Layoffs

Layoff for Association members will be conducted in accordance with the City of Fontana's Layoff Plan adopted by the City Council on May 7, 1991.

The City shall exhaust all reasonable means available to avoid layoffs and/or furloughs of Association members. The City agrees to consult with the Association after providing one weeks' notice of any intent by the City to institute layoffs and/or furloughs which are applicable to this Association. The purpose of these meetings shall be to explore alternatives to layoffs and/or furloughs.

Section 2 - Full-time Temporary Employment Following Layoff

Qualified Association members who are subject to layoff (laid off Association members) may fill positions where there is another Association member out on a leave, and who is not receiving salary or health and welfare benefits from the City, on a temporary basis until the absent Association member returns, or the position is filled on a non-temporary basis. The laid off Association member may be removed from such a position upon written notice from the City and shall not have any grievance or appeal rights.

During such temporary service Association members shall receive the salary and health and welfare benefits of the classification in which they are serving. If the laid off Association member is removed from the temporary position, they shall be eligible for that portion of the severance package if any, that would be remaining on the date of removal as if it had run from their date of appointment into the temporary position. Except as explicitly provided herein, the Association member shall in all other aspects be a temporary employee.

Section 3 - Seniority and Benefits Upon Reinstatement After Layoff

Association members who are reinstated to the same or equivalent classification within two (2) years after layoff shall have their seniority date restored to that prior to layoff. Probationary Association members who are laid off, shall upon reinstatement, be required to serve any remaining balance of their original probationary period. In addition, reinstated Association members will be entitled to the restoration of personal leave accrual rates they were eligible to receive prior to layoff.

ARTICLE 28: DEDUCTION OF PAID LEAVE IN LIEU OF SUSPENSION

Upon mutual written agreement between the Chief of Police and the affected Association member, the Association member may have an equivalent amount of unused accrued personal leave time deducted from his/her account in lieu of serving a suspension without pay for that period. Compensatory time off may not be deducted in lieu of serving a suspension.

ARTICLE 29: COMPENSATION FOR ACTING APPOINTMENTS

Subject to the following conditions, an employee who is required, based on an acting appointment to serve in a classification with a higher salary range than of the classification in which the employee is normally assigned, shall receive the entrance salary rate of the higher salary range or the rate of five percent (5%) higher than the employee normally receives, whichever is greater. Overtime shall be paid at a rate of 1.5 times of their acting hourly rate.

- a) Such pay will be for all hours worked in an acting appointment which are in excess of 80 hours in any six-month period.
- b) The employee must perform all the duties and assume all the responsibilities of the higher class.
- c) Compensation for acting appointments shall be limited to the temporary filling of a vacant regular position due to termination, promotion, or extended sick leave of the incumbent or the temporary filling of (a) newly budgeted position(s), where the needs of the City require that the position be filled.
- d) The City Manager must approve all such appointments upon a finding that the criteria set forth in this paragraph have been met.

ARTICLE 30: OFFICER FATALITY BENEFIT

Section 1

The City shall pay up to \$10,000 for funeral expenses for an Officer killed in the line of duty.

Section 2

The City shall pay reasonable expenses for surviving spouse and children to attend one national and one state Peace Officer Memorial Ceremony. Expenses shall be limited to airfare (coach) and up to two night's hotel accommodation.

Section 3

The Police Honor Guard will be allowed to attend the national and state Peace Officer Memorial Ceremonies honoring our fallen Officer on paid City time when a Fontana Police Officer who died in the line of duty has his/her name inscribed.

Section 4 - Spouse & Family Benefit for Officer Fatality

The City shall continue to pay the monthly medical premiums only for the surviving spouse and dependents for a period of twelve (12) months following the death of an Officer killed in the line of duty. The City's contribution shall not exceed the actual expenditures for the aforementioned coverage. (July 2016)

ARTICLE 31: RECRUITMENT BONUS

Members of the Police Officers Association shall be eligible for a \$500 recruitment bonus for the recruitment and retention of new Police Department Personnel. Said recruitment bonus shall be paid as follows: (1) \$250 at time of initial hire, (2) \$250 at successful completion of probationary period. Association members assigned to the Personnel and Training Unit or a special recruitment event are not eligible for this bonus.

ARTICLE 32: BOARD MEMBER EXCUSED TIME OFF FOR TRAINING

During the term of this contract the Chief of Police has agreed to discuss the development of an excused time off policy for POA board members for specific training.

ARTICLE 33: DIRECT DEPOSIT

Effective July 1, 2022, any and all payments outside of regular pay will be paid via direct deposit. (July 2022)

ARTICLE 34: SEVERABILITY

Should any legal action be filed and upheld challenging the enforceability or validity of any economic provision of this Agreement, or if any provisions of this Agreement shall be held by a court of competent jurisdiction to be in conflict with any law of the United States or California, the City or the Association may, at its option, require the parties to meet and confer on a new Memorandum of Understanding.

Ratified by City Council: Tentative Agreement on June 10, 2025, Closed Session
Official Ratification on June 24, 2025, Consent Calendar

CITY OF FONTANA

**FONTANA POLICE OFFICERS'
ASSOCIATION**

APPENDIX "A"

Police Officer Trainee

Police Officer

Police Officer w/Intermediate Certificate

Police Officer w/Advanced Certificate

Police Corporal w/Intermediate Certificate

Police Corporal w/Advanced Certificate

**CITY OF FONTANA
POLICE OFFICERS' ASSOCIATION HOURLY/MONTHLY/ANNUAL PAY SCHEDULE
EFFECTIVE 07/12/2025**

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5		
Police Officer Trainee (non-sworn)	PO01	\$40.34	(Step "1" Only)					Hourly Monthly Annual
		\$6,992.27						
		\$83,907.20						
Police Officer	PO02	\$44.38	\$46.60	\$48.93	\$51.38	\$53.95		
		\$7,692.54	\$8,077.34	\$8,481.20	\$8,905.87	\$9,351.34		
		\$92,310.40	\$96,928.00	\$101,774.40	\$106,870.40	\$112,216.00		
Police Officer w/Intermediate Certificate	PO03	\$46.41	\$48.74	\$51.18	\$53.74	\$56.43		
		\$8,044.40	\$8,448.27	\$8,871.20	\$9,314.94	\$9,781.20		
		\$96,532.80	\$101,379.20	\$106,454.40	\$111,779.20	\$117,374.40		
Police Officer w/Advanced Certificate	PO04	\$48.50	\$50.93	\$53.48	\$56.16	\$58.97		
		\$8,406.67	\$8,827.87	\$9,269.87	\$9,734.40	\$10,221.47		
		\$100,880.00	\$105,934.40	\$111,238.40	\$116,812.80	\$122,657.60		
Police Corporal w/Intermediate Certificate	PO05	\$51.01	\$53.57	\$56.25	\$59.07	\$62.03		
		\$8,841.74	\$9,285.47	\$9,750.00	\$10,238.80	\$10,751.87		
		\$106,100.80	\$111,425.60	\$117,000.00	\$122,865.60	\$129,022.40		
Police Corporal w/Advanced Certificate	PO06	\$55.31	\$58.08	\$60.99	\$64.04	\$67.25		
		\$9,587.07	\$10,067.20	\$10,571.60	\$11,100.27	\$11,656.67		
		\$115,044.80	\$120,806.40	\$126,859.20	\$133,203.20	\$139,880.00		

**CITY OF FONTANA
POLICE OFFICERS' ASSOCIATION HOURLY/MONTHLY/ANNUAL PAY SCHEDULE
EFFECTIVE 02/07/2026**

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5		
Police Officer Trainee (non-sworn)	PO01	\$41.96	(Step "1" Only)					Hourly Monthly Annual
		\$7,273.07						
		\$87,276.80						
Police Officer	PO02	\$46.16	\$48.47	\$50.90	\$53.45	\$56.13		
		\$8,001.07	\$8,401.47	\$8,822.67	\$9,264.67	\$9,729.20		
		\$96,012.80	\$100,817.60	\$105,872.00	\$111,176.00	\$116,750.40		
Police Officer w/Intermediate Certificate	PO03	\$48.27	\$50.69	\$53.23	\$55.90	\$58.70		
		\$8,366.80	\$8,786.27	\$9,226.54	\$9,689.34	\$10,174.67		
		\$100,401.60	\$105,435.20	\$110,718.40	\$116,272.00	\$122,096.00		
Police Officer w/Advanced Certificate	PO04	\$50.44	\$52.97	\$55.62	\$58.41	\$61.34		
		\$8,742.94	\$9,181.47	\$9,640.80	\$10,124.40	\$10,632.27		
		\$104,915.20	\$110,177.60	\$115,689.60	\$121,492.80	\$127,587.20		
Police Corporal w/Intermediate Certificate	PO05	\$53.06	\$55.72	\$58.51	\$61.44	\$64.52		
		\$9,197.07	\$9,658.14	\$10,141.74	\$10,649.60	\$11,183.47		
		\$110,364.80	\$115,897.60	\$121,700.80	\$127,795.20	\$134,201.60		
Police Corporal w/Advanced Certificate	PO06	\$57.53	\$60.41	\$63.44	\$66.62	\$69.96		
		\$9,971.87	\$10,471.07	\$10,996.27	\$11,547.47	\$12,126.40		
		\$119,662.40	\$125,652.80	\$131,955.20	\$138,569.60	\$145,516.80		



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0312

Agenda #: H.

Agenda Date: 6/24/2025

Category: Consent Calendar

FROM:

Engineering

SUBJECT:

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)

RECOMMENDATION:

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.

COUNCIL GOALS:

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

DISCUSSION:

The City Hall Renovation Project - Phase II (City Hall) is a proposed project to be constructed in place of the existing City Hall Building located at 8353 Sierra Avenue, Fontana, CA 92335, and shall consist of demolishing the existing one-story building and constructing a two-story municipal building occupying a building footprint of approximately 35,000 square feet. The first tier will consist of parking spaces, a City Council Chambers of approximately 3,500 square feet, public access services and office spaces with some of the first floor containing volume ceiling, and the second floor solely comprising of office spaces. The intent of the building is to serve as office space for City staff, provide public and employee parking on the Civic Campus, and serve as the primary public interface for residents and businesses within the City.

A Request for Proposal (RFP) was issued for Design Services for City Hall Renovation Project - Phase II in March 2024. The City received sixteen (16) proposals and the evaluation committee recommended Sillman Wright Architects of Temecula, CA as the overall best value on the criteria outlined in the RFP. On July 25, 2024, the City and Sillman Wright Architects executed a Professional Services Agreement in the amount of \$99,000.00. The original agreement only covered the preliminary design work, with a mutual understanding that additional amendments were to be executed for the full scope of work. On September 10, 2024, the City Council approved Amendment No. 1 in the amount of \$1,090,490.00, which included Schematic Plan, Design Development, and 50% Working Drawings and Specifications. On April 22, 2025, the City Council approved Amendment No. 2 in the amount of \$766,670.00. Amendment No. 2 included Final Working Drawings &

Specifications, Construction Contract Documents, and Bid Phase.

The proposed Amendment No. 3 includes a Full Audio-Visual Design for the new Council Chambers, Parcel Map Consolidation, and Enclosed Pedestrian Bridge Design to the consultant's scope of work. The agreed amount of the Amendment No. 3 is \$189,250.00.

The total contract fee, including the original Professional Services Agreement and all subsequent amendments to date, is \$2,145,410.00.

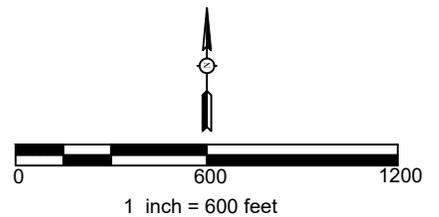
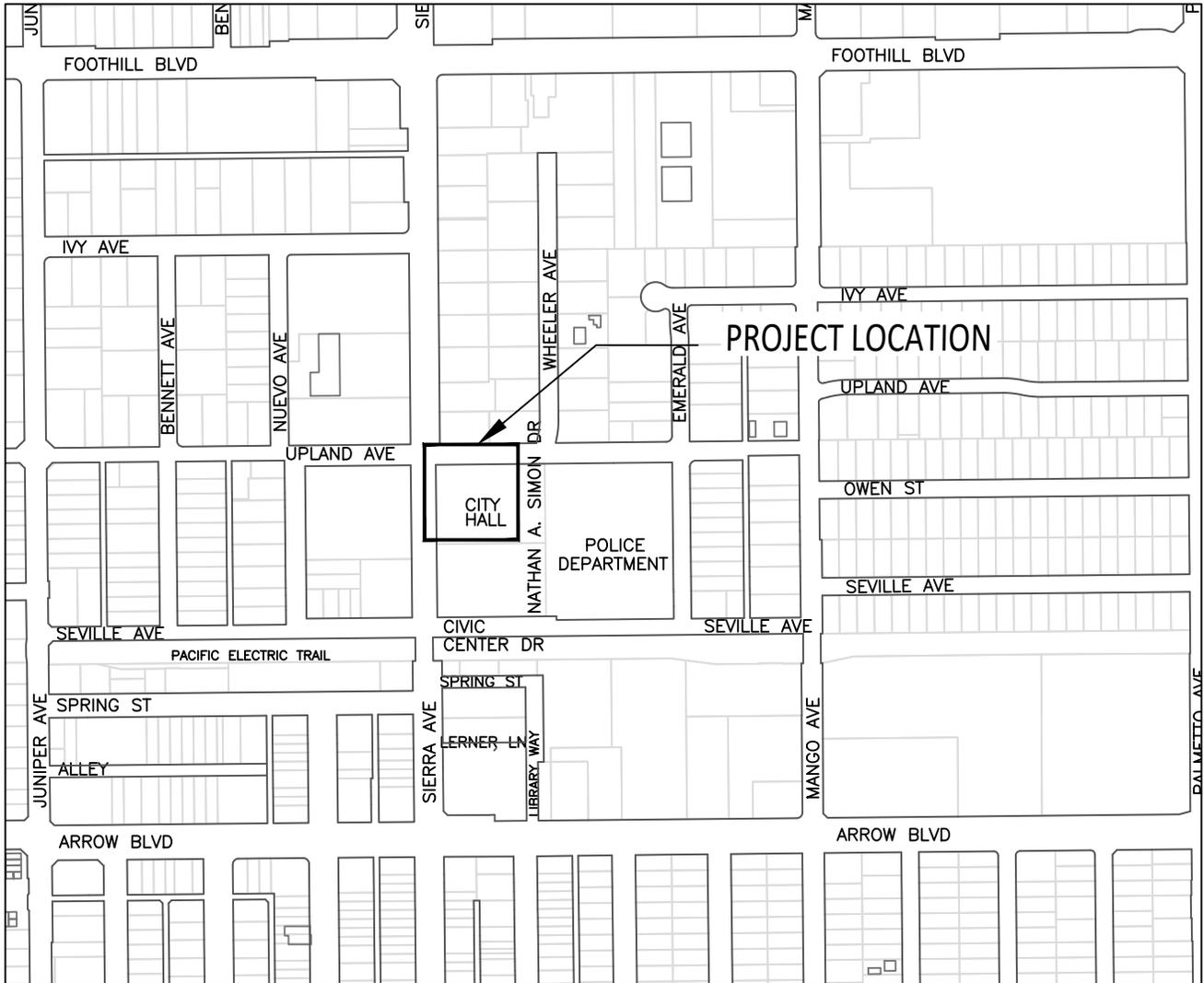
FISCAL IMPACT:

The fiscal impact associated with the approval of this item is \$189,250.00 for the full term of the Professional Services Agreement and is included in the Fiscal Year 2024-2025 budget in project 37600012-601-A, Fund 601 - Capital Reinvestment.

MOTION:

Approve staff recommendation.

CITY HALL RENOVATION PROJECT PHASE II (CITY HALL)



AMENDMENT NO. 3
TO THE DESIGN SERVICES AGREEMENT
DE-24-147-SP

BETWEEN

THE CITY OF FONTANA

AND

SILLMAN WRIGHT ARCHITECTS

1. Parties and Date.

This Amendment No. 3 to the Design Services Agreement DE-24-147-SP is made and entered into as of this 25th day of June 2025, by and between the City of Fontana (“City”) and Sillman Wright Architects, a Corporation with its principal place of business at 31045 Temecula Parkway, Suite 202, Temecula, California 92592 (Consultant). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. Recitals.

2.1 Consultant. The City and Consultant have entered into an agreement entitled “Professional Services Agreement” dated July 25, 2024 (“Agreement”) for the purpose of retaining the services of Consultant to provide Architectural Design services.

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to revise the scope of services and increase the not-to-exceed compensation amount. The Parties have therefore entered into that Amendment No. 1 dated September 11, 2024, and Amendment No. 2 dated April 23, 2025.

2.3 Amendment Authority. This Amendment No. 3 is authorized pursuant to Section 3 of the Agreement.

3. Terms.

3.1 Amendment. Section 1 of the Agreement is hereby amended in its entirety to read as follows:

1. Services. Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A”.

3.2 Amendment. Section 2 of the Agreement is hereby amended in its entirety to read as follows:

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B”.

b. Amendment No. 3 is authorized in the amount of \$189,250.00. In no event, shall the total amount paid for services by Consultant under this Agreement exceed the sum of \$2,145,410.00. This amount is to cover all printing related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3.3 Continuing Effect of Agreement. Except as amended by this Amendment No. 3, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 3. From and after the date of this Amendment No. 3, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 3.

3.4 Adequate Consideration. The Parties hereto 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 No. 3.

3.5 Severability. If any portion of this Amendment No. 3 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

[Signatures on Next Page]

**SIGNATURE PAGE TO
AMENDMENT NO. 3
DESIGN SERVICES AGREEMENT**

CITY OF FONTANA

SILLMAN WRIGHT ARCHITECTS

By: _____
Matthew C. Ballantyne
City Manager

By: _____
Brett Tullis
Principal Architect

Attest:

By: _____
Germaine McClellan Key
City Clerk

By: _____
Phillip Burum
Deputy City Manager

Approved as to form:

Best Best & Krieger LLP
City Attorney

By: _____
Gia Kim
Director of Engineering / City Engineer

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

Jessica Brown
Chief Financial Officer

Sid Lambert
Purchasing Office

EXHIBIT A
Scope of Services

April 15, 2025

Mr. Eric Amaya
Project Manager
City of Fontana
8353 Sierra Ave
Fontana, CA 92335

**Subject: Additional Service 03 – Council Chambers Audio Visual Design
Fontana City Hall Phase II
Contract No. DE-24-147-SP**

Dear Eric:

SILLMAN (Architect) is pleased to provide the City of Fontana (Client) with the following Proposal for the Audio-Visual Design for the City Council Chamber as part of the Fontana City Hall Phase II project. WSP (AV Consultant) is providing Audio-Visual Engineering Services.

I. BACKGROUND AND DESCRIPTION

The Client has requested Architectural and Engineering Services for the Design of the Audio-Visual System for the Council Chambers within the new City Hall. The project is currently in Design Development with a planned submittal in late April. Additional effort and coordination will be needed to adjust the Design Development documents to incorporate this Scope of Work.

Audio-Visual design was not part of the original Scope of Work, so this would be considered Additional Services.

II. SCOPE OF WORK

The Architect shall provide Design Services which include, but are not limited to, the following items:

- A. Schematic Design Services: Since Schematic Design of the Council Chambers
 - 1. Kick Off Meeting - Meet with the Client and Stakeholders to understand and develop and incorporate overall Project Goals and Objectives.
 - 2. Existing City Hall Design – Review Audio-Visual design of the existing City Hall

3. Preliminary AV Proposal – Meet with the Client and Stakeholders to present ideas and options on incorporating. Client to provide direction on AV Proposal selections.
 4. Initial Schematic Design – Implement Client provided direction into the drawings. Architect to Coordinate with AV Consultant and Design Team to incorporate Audio Visual Element. Client will review Revised Schematic Design and will provide comments. Architect will respond and incorporate Client comments into the Schematic Design and will send Client a Revised Schematic Design for Final Review.
 5. Final Schematic Design: Create Final Schematic Design based on Client approval of Initial Schematic Design.
 6. Schematic Design - Includes Floor Plan, Reflected Ceiling Plan, Interior Elevations / Building Sections.
 7. Review and evaluate Studies and reports provided by the Client / Owner to receive and incorporate feedback.
- B. Design Development Services: Upon Client / Owner approval of Schematic Design Package, provide Design Development Package for the proposed scope of work, to include, but not be limited to, the following items:
1. All items listed above in Schematic Design phase, enhanced to Design Development level of detail.
 2. Existing Design Development Documents: Revise and update existing Design Development Documents to incorporate Audio Visual Systems.
- C. Construction Document Services: Upon Client / Owner approval of the Design Development Package, provide Construction Documents for the proposed scope of work, to include, but not be limited to, the following items:
1. Construction Documents: Based on the approved Design Development Package, the Architect and Consultants shall incorporate Client / Owner comments and prepare for approval by the Client / Owner, construction documents and calculations. This set will be used to submit for Building Permit.
 2. The Architect shall assist the Client / Owner in connection with the Client's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
 3. Architect shall coordinate with additional Consultants selected by Client / Owner

- D. Permit / Issue For Construction: Upon Client / Owner approval of the Construction Document Phase, provide Permit services that shall include, but not be limited to, the following items:
 - 1. Process Construction Documents through the Authority Having Jurisdiction (AHJ) for approval and permits.
 - 2. The Architect shall respond to AHJ review comments as required for approval.
 - 3. Issue For Construction Set (100%): Based on the approved Construction Documents, the Architect and Consultants shall prepare Issue for Construction documents and calculations. This set will incorporate the comments and revisions required to obtain a Building Permit.
 - 4. The Architect shall assist the Client in connection with the Client's responsibility for filing documents required for the approval of governmental AHJ.
- E. Bid Support Services:
- F. Construction Support Services: Architect and Consultants will work with the selected Contractor to provide the following:
 - 1. Review of Shop Drawings and Submittals.
 - 2. Respond to RFI's and issue ASI's / Information Bulletins.

III. EXCLUSIONS

- A. Plan check permits and other fees.
- B. Services beyond what are identified in this proposal.

IV. FEE FOR SERVICES

Additional Service 03 – Council Chambers Audio Visual Design Fontana City Hall Phase II 4/15/2025		
Design Fees		
Phase	Fee	Comments
Design		
Schematic Design	\$ 22,000	
Design Development	\$ 21,000	
Construction Documents	\$ 19,000	
Permitting	\$ 1,000	
Sub Total	\$ 63,000	
Construction		
Construction Administration	\$ 5,500	
Close Out	\$ -	
Sub Total	\$ 5,500	
Total	\$ 68,500	

<i>Fee Breakdown by Discipline for Reference</i>		
<i>Discipline</i>	<i>Fee</i>	<i>Comments</i>
Architect of Record	\$ 19,000	
Audio-Visual Consultant	\$ 49,500	
Total	\$ 68,500	

All other conditions of the Original Signed Agreement remain the same.
Thank you for this opportunity to be of service.

Agreed to by:

Client / Client's Representative

Signature:

Name:

Title:

Date:

Architect's Representative

A handwritten signature in black ink that reads "Katy Hamilton". The signature is written in a cursive, flowing style.

Katy Hamilton
Project Manager
SILLMAN

April 28, 2025

Mr. Eric Amaya
Project Manager
City of Fontana
8353 Sierra Ave
Fontana, CA 92335

**Subject: Additional Service 04 – Lot Consolidation Parcel Map
Fontana City Hall Phase II
Contract No. DE-24-147-SP**

Dear Eric:

SILLMAN is pleased to provide the City of Fontana (Client) with the following proposal for the above-named project:

I. BACKGROUND AND DESCRIPTION

- A. Per the request of the City of Fontana please refer to the attached Snipes-Dye Civil Engineering proposal which outlines the scope of work required for the Lot Consolidation Parcel Map.

II. SCOPE OF WORK

- A. SILLMAN - Coordination with Snipes Dye and billing as required.
- B. Snipes-Dye – Scope per the attached proposal dated April 16, 2025.

III. EXCLUSIONS

- A. Plan check, permits and other fees.
- B. Services beyond what are identified in this proposal.

IV. FEE FOR SERVICES

- 1. ARCHITECTURE \$8,000
 - A. Billing and Coordination

- 2. LOT CONSOLIDATION PARCEL MAP \$79,750
 - B. Per attached proposal from Snipes-Dye dated 4/16/2025

TOTAL ADD SERVICE 04 FEE	\$87,750
---------------------------------	-----------------

V. MISCELLANEOUS PROVISIONS

- A. Payment for service shall be billed monthly based on the time spent for the work.
- B. The fees for the above scope of work are valid for six (6) months from the date of this proposal.

We look forward to working with you and thank you for this opportunity to be of service.

Sincerely,



Katy Hamilton
Project Manager
SILLMAN

May 20, 2025

Mr. Eric Amaya
Project Manager
City of Fontana
8353 Sierra Ave
Fontana, CA 92335

**Subject: Additional Service 05 – Enclosed Pedestrian Bridge Design
Fontana City Hall Phase II
Contract No. DE-24-147-SP**

Dear Eric:

SILLMAN (Architect) is pleased to provide the City of Fontana (Client) with the following Proposal for the design of enclosing the pedestrian bridge as part of the Fontana City Hall Phase II project. WSP (MEP Consultant) is providing Mechanical and Electrical Engineering Services, and BWE is providing the structural engineering.

I. BACKGROUND AND DESCRIPTION

The Client has requested Architectural and Engineering Services for the Design of enclosing the pedestrian bridge between the existing DSO and the new City Hall. The project is currently in Construction Documents with a planned submittal in mid July.

Additional effort and coordination will be needed to adjust the documents to incorporate this Scope of Work.

An enclosed pedestrian bridge design was not part of the Additional Service Agreement #2, so this would be considered Additional Services.

II. SCOPE OF WORK

The Architect shall provide Design Services which include, but are not limited to, the following items:

- A. Architect – Design enclosed bridge connection between the existing DSO building and the new City Hall.

1. Option 1 – Naturally Ventilated

OR

2. Option 2 – Mechanically Conditioned

B. Schematic Design Services:

1. Develop conceptual design.
2. Review code requirements including building separation and egress analysis. Meet to discuss implications with City Building and Life Safety reviewer.
3. Coordinate structural and mechanical concepts with engineers.
4. Schematic Design - Includes Floor Plan, Reflected Ceiling Plan, Interior Elevations / Building Sections.
5. Review design with Client / Owner for approval.

C. Design Development Services: Upon Client / Owner approval of Schematic Design Package, provide Design Development Package for the proposed scope of work, to include, but not be limited to, the following items:

1. All items listed above in Schematic Design phase, enhanced to Design Development level of detail.
2. Existing Design Development Documents: Revise and update existing Design Development Documents to incorporate additional scope.

D. Construction Document Services: Upon Client / Owner approval of the Design Development Package, provide Construction Documents for the proposed scope of work, to include, but not be limited to, the following items:

1. Construction Documents: Based on the approved Design Development Package, the Architect and Consultants shall incorporate Client / Owner comments and prepare for approval by the Client / Owner, construction documents and calculations. This set will be used to submit for Building Permit.
2. The Architect shall assist the Client / Owner in connection with the Client's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
3. Architect shall coordinate with additional Consultants selected by Client / Owner

E. Permit / Issue For Construction: Upon Client / Owner approval of the Construction Document Phase, provide Permit services that shall include, but not be limited to, the following items:

1. Process Construction Documents through the Authority Having Jurisdiction (AHJ) for approval and permits.
2. The Architect shall respond to AHJ review comments as required for approval.
3. Issue For Construction Set (100%): Based on the approved Construction Documents, the Architect and Consultants shall prepare Issue for Construction documents and calculations. This set will incorporate the comments and revisions required to obtain a Building Permit.
4. The Architect shall assist the Client in connection with the Client's responsibility for filing documents required for the approval of governmental AHJ.

F. Bid Support Services:

G. Construction Support Services: Architect and Consultants will work with the selected Contractor to provide the following:

1. Review of Shop Drawings and Submittals.
2. Respond to RFI's and issue ASI's / Information Bulletins.

H. BWE (Structural) –_Scope per the attached proposal dated 5/20/25.

1. Option 1 – Naturally Ventilated

OR

2. Option 2 – Mechanically Conditioned

I. WSP (MEPT) – If the mechanical conditioned option is selected, scope per the attached proposal dated 5/12/25.

III. EXCLUSIONS

- A. Plan check permits and other fees.
- B. Services beyond what are identified in this proposal.

IV. FEE FOR SERVICES

Discipline	Option 1 Natural Ventilation	Option 2 Mechanically Conditioned
Architectural	\$15,000	\$25,000
Structural	\$18,000	\$28,000
Mechanical	\$0	\$6,500
Plumbing		
Electrical		
Low Voltage (Conduit Only)		
Fire Alarm (Deferred Approval)		
Sub Total	\$33,000	\$59,500

All other conditions of the Original Signed Agreement remain the same.
 Thank you for this opportunity to be of service.

Agreed to by:

Client / Client’s Representative

Signature:
 Name:
 Title:
 Date:

Architect’s Representative



Katy Hamilton
 Project Manager
 SILLMAN

Additional Service 03 – Council Chambers Audio Visual Design	\$68,500.00
Additional Service 04 – Lot Consolidation Parcel Map	\$87,750.00
Additional Service 05 – Enclosed Pedestrian Bridge Design	\$33,000.00

TOTAL FEE (PSA AMENDMENT NO. 3)= \$189,250.00



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0315

Agenda #: I.

Agenda Date: 6/24/2025

Category: Consent Calendar

FROM:

Public Works

SUBJECT:

Award Bid for Janitorial Services, PW-25-126-SP

RECOMMENDATION:

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.

COUNCIL GOALS:

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

DISCUSSION:

The Public Works Department is tasked with ensuring the proper maintenance and operation of all City-owned facilities and buildings. As part of our ongoing commitment to maintaining clean, safe, and functional public spaces, the department engages professional janitorial service contractors to perform routine cleaning and specialized maintenance.

The scope of janitorial services includes daily tasks such as sweeping, mopping, vacuuming of floor surfaces, dusting, sanitizing restrooms, spot cleaning of walls and carpeting, and the removal of trash and recyclables. In addition to daily services, the contract includes regularly scheduled deep-cleaning activities, such as window washing, floor waxing, and carpet shampooing.

These services are essential to maintaining the integrity of City facilities and ensuring they remain clean, safe, and inviting for both City staff and the community. As part of the bid process, Purchasing notified one hundred ninety-one (191) vendors. Bid packets were downloaded/received by fifty (50) vendors and received fifteen (15) bid responses. Twenty-four (24) Fontana vendors were notified. One Fontana vendor response was received. The proposals ranged from \$1,532,778 to \$2,589,149.

After evaluating the vendor responses, the Janitorial Evaluation Committee is recommending MasterCorp Commercial Services, LLC located in Irvine, CA., for award of contract as they are the best overall value for the City. The Purchasing Office has reviewed this report and concurs with this

recommendation.

FISCAL IMPACT:

MasterCorp Commercial Services, LLC submitted a bid of \$1,535,530.56 per year. The Public Works Department Operating Budget for Fiscal Year 2025/2026 includes funding for janitorial services, specifically in the Facilities Maintenance Fund #103 Account No. 10337317-8130

MOTION:

Approve Staff Recommendation

**Janitorial Services
PW-25-126-SP
RFP Evaluations**

Firms	Total Score
MasterCorp Commerical Services, LLC Irvine, CA	100%
Allied Universal Janitorial Services Irvine, CA	80%
CCS Facilities Costa Mesa, CA	78%
Executive Facilities Services, Inc. Riverside, CA	77%
ABM Industries Tustin, CA	76%
US Metro Group, Inc. Cypress, CA	74%
Pride Industries One, Inc. Roseville, CA	71%
Santa Fe Janitorial Maintenance Services Inc Chino Hills, CA	63%
Excellence Professional Cleaning Inc. Chula Vista, CA	61%
Priority Building Services, LLC Anaheim, CA	59%
Platinum Maintenance Group Chula Vista, CA	55%
Base Hill, Inc. Santa Fe Springs, CA	52%
Commerical Building Management, CBM Incorporated Riverside, CA	50%
Coastal Building Services, Inc. Anaheim, CA	43%
ATM Detailing Services Fontana, CA	10%

LIST OF CURRENT CITY FACILITIES ADDRESSES AND SQUARE FOOT

	LOCATION	ADDRESS	SQUARE FOOT
1	Public Works Parks Division Offices	16489 Orange Way	2,010
2	Public Works Admin. Office	16489 Orange Way	10,986
3	Fleet Building	16489 Orange Way	402
4	Public Works West Annex	16489 Orange Way	4,359
5	Fontana Senior Center	16710 Ceres AV	37,767
6	Knopf Senior Center	8384 Cypress AV	3,761
7	Mary Vagle Nature Center	11501 Cypress AV	3,025
8	Cypress Community Center	8380 Cypress AV	6,712
9	Fontana City Hall	8353 Sierra AV	26,567
10	Human Resources Department	8491 Sierra AV	7,944
11	Stage Red- office only	8463 Sierra AV	1,988
12	Development Services Organ. Building	8353 Sierra AV	24,480
13	Lewis Library and Tech Center	8437 Sierra AV	173,361
14	Police Department Building	17005 Upland AV	75,406
15	Art Depot	16822 Spring ST	1,567
16	Community Services Department Office	16860 Valencia AV	17,801
17	Miller Fitness and Community Center	17004 Arrow BLVD	8,171
18	Jack Bulik Teen Center	16581 Filbert AV	5,760
19	Haagen Police Substation	17122 Slover AV	983
20	Southridge Police Substation	11500 Live Oak AV	755
21	Don Day Community Center	14501 Live Oak AV	5,619
22	Village of Heritage Community Center	7360 W. Liberty PRKWY	9,479
23	Jessie Turner Health and Fitness Center	15560 Summit AV	40,065
24	Fontana Park Aquatics Building	15610 Summit AV	6,439

**CITY OF FONTANA
MAINTENANCE SERVICES AGREEMENT
PW-25-126-SP**

1. PARTIES AND DATE.

This Agreement is made and entered into this 24th day of June, 2025 by and between the City of Fontana, a public agency organized under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 (“City”) and **MasterCorp Commercial Services, LLC**, a limited liability corporation with its principal place of business at 18102 Sky Park Circle, Suite E, Irvine, CA 92614 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Janitorial Services** to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the Janitorial Services project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Janitorial Services maintenance services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from *****INSERT START DATE***** to *****INSERT ENDING DATE*****, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Armando Martinez, Public Works Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Tammie Hagadorn, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Hundred Dollars (\$100.00)** per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable

for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2);

or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing Services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section,

unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability* per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: combined single limit for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California.

Employer's Liability limits of per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City of Fontana, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Fontana, its officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership,

operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under

the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Million Five Hundred Thirty-Five Thousand Five Hundred Thirty Dollars and Fifty-Six Cents (\$1,535,530.56)** per year without written approval of City's authorized signer. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 California Labor Code Requirements

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

MasterCorp Commercial Services, LLC
18102 Sky Park Circle, Suite E
Irvine, California 92614
Attn: Tammie Hagadorn

City:

City of Fontana
8353 Sierra Avenue
Fontana, California 92335
Attn: Armando Martinez

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 City to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT

CITY OF FONTANA

MASTERCORP COMMERCIAL SERVICES

By: _____
Matthew C. Ballantyne
City Manager

By: _____
[INSERT NAME]
[INSERT TITLE]

Attest:

By: _____
Germaine McClellan Key
City Clerk

By: _____
[INSERT NAME]
[INSERT TITLE]

By: _____
Phillip Burum
Deputy City Manager

Approved as to form:

Best Best & Krieger LLP
City Attorney

By: _____
Gia Kim
Public Works Director/City Engineer

IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS

By: _____
Rakesha Voss
Human Resources & Risk Management Director

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

Jessica Brown
Chief Financial Officer

Sid Lambert
Purchasing Manager

EXHIBIT “A”
SCOPE OF SERVICES

STATEMENT OF WORK

1. Contractor shall provide janitorial service for the City of Fontana at 24 designated facilities used by the City in the course of its operations. Total estimated area of all facilities maintained by this contract is 476,000 square feet. Additional facilities may be added or deleted based upon the City's need.
2. Contractor shall furnish all necessary labor, supervision, travel, equipment, and materials necessary to ensure clean and safe facilities for City employees and customers doing business with the City. Contractor shall provide all tasks incidental to cleaning functions not specifically listed, but normally included in general janitorial practices. Contractor to perform the janitorial service as required.
3. Contractor shall always provide sufficient labor and supervision to carry out the requirements of this RFP in a satisfactory level and shall ensure only competent workers who are skilled in the type of work specified are employed. If the city determines a person or subcontractor is incompetent or unsuitable; the Contractor shall immediately remove such person or Contractor from performing any further service under this contract.
4. Contractor is responsible for maintaining satisfactory standards for employees regarding conduct, appearance, and integrity. All Contractor's employees shall wear uniforms bearing company name and a company issued photo identification badge while performing janitorial service. It is recommended that the uniform shall consist of a clean collar shirt buttoned, tucked into pants with company and employee name patch attached. Also, if the employee has a jacket, the jacket must have a collar with company name and employee name attached.
5. Contractor shall ensure that no person(s) not employed by the Contractor (i.e., relatives) shall be allowed to enter the premises during performance of services.
6. Contractor shall provide personnel fully trained in all phases of janitorial services with knowledge of equipment practices for the most effective cleaning. In addition, the Contractor shall train employees in the requirements of the contract specifications.
7. The Contractor shall furnish new equipment which is appropriate and necessary to properly perform the work in accordance with these specifications. Such equipment shall be in good state of repair and maintained in accordance with manufacturer's specifications. No obsolete equipment shall be used. The Contractor shall be required to use CRI Green Seal Certified vacuums, floor equipment and carpet cleaning equipment.
8. All the necessary cleaning equipment including power driven floor scrubbing machines, waxing and polishing machines, industrial floor and upholstery vacuum cleaners, motor trunks, etc. needed for the performance of the work of this contract

shall be furnished by the Contractor. Such equipment shall be the size and type customarily used in work of this kind and no equipment shall be used which is harmful to the buildings or their contents. The Contractor shall be responsible for the safe operation of equipment and the protection of janitorial staff and the public from injury and damage from such equipment.

9. Any damage to the City's property which has been determined by the City designated representative to be due to the Contractor's neglect shall be replaced at no additional cost to the City
10. All material furnished by the Contractor shall require approval by the designated City Representative. MSDS shall be submitted to the City by the Contractor. This shall always be made available to the Contractor employees. The location of the MSDS will be located at each facility. MSDS shall be required for all chemicals used and must be placed in a binder. Disposal requirements for all chemicals shall be adhered to all containers. All containers shall be labeled per Occupational Safety Health Administration (OSHA) Hazard Communication Standard. This includes all products transferred from the original container to a secondary or transfer container.

In addition, the Contractor shall be required to meet Global Harmonization System (GHS) standards and labeling requirements. OSHA's move on adopting the Global Harmonization System (GHS) is to help workers, consumers, transport workers, and emergency responders clearly articulate hazardous labels. While compliance to distribute and ship GHS labels isn't until 2015, employers and employees who are exposed to hazardous chemicals must be trained on the GHS Safety Data Sheet (SDS) initiative by December 1, 2013. The GHS requirement will also standardize a clear method to communicate information on SDS.

11. Recycling containers from inside the building will be emptied and dumped in designated recycling containers outside and be separate from trash. The City representative shall designate outside recyclable containers. The Contractor shall meet all recycling needs as required by the designated City representative at no additional cost to the City.
12. The Contractor shall be responsible for providing a safe work place and be in compliance with standards and regulations of the California Occupational Safety and Health Act (Cal OSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety Orders (CDIS) California Department of Food and Agriculture (CDFA) and any governmental laws or regulations or City risk management standards and all municipal ordinances. Proper precaution shall be taken to advise building occupants and the public of wet and or slippery floor conditions, this also applies during inclement weather as well as during normal operations. All waxed surfaces shall be maintained so as to provide safe anti-slip walking conditions.

13. The Contractor shall perform work at such times as to minimize disturbance to resident convenience, recreational programs, pedestrian or vehicle circulation. Schedule shall be submitted prior to starting any maintenance operations. All forms and schedules shall be a format approved by the City. The Contractor shall not be approved to work certain hours in buildings unless pre-approved by the City designated representative.
14. The Contractor shall comply with all sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract.
15. The Contractor shall be required to perform special tasks which are above normal scheduled work (i.e., vacuuming Council Chambers before an unscheduled meeting etc.). It is intended that the Specifications are indicative of the work to be anticipated by the Contractor and shall allow for additional work at no additional cost to the City which is considered normal maintenance to meet the objectives and criteria.
16. Holidays observed by the City include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve and Christmas Day. The Police Department buildings operate 24 / 7 and do not recognize any of the above holidays. All City buildings will be maintained throughout the holidays by the Contractor unless pre-approved by the City designated representative and a credit has been issued for services not being provided.
17. Emergency Numbers and Callouts - The Contractor shall have the ability to receive and to respond immediately to calls of an emergency nature during normal and outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition.
18. If emergency work is required, the Contractor shall notify the designated City representative assigned to the project by telephone in advance prior to any emergency work is performed. The Contractor shall have supervisor available twenty-four (24) hours per day, seven (7) days per week, year-round. An answering service is not acceptable for emergency calls at any time. In situations involving an emergency, the Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour. The Contractor's vehicle shall carry enough equipment to effectively perform required service.
19. The Contractor shall supply the City with names and phone numbers (minimum of three (3) staff members of responsible persons representing the Contractor for twenty-four (24) hour per day emergency response. The above mentioned shall always remain current. Any changes shall be forwarded to the City in writing twenty-four (24) hours in advance of any such change and must be pre-approved by the City

20. Employees assigned to the Police Department shall complete a background check deemed appropriate by the Police Department. Employees assigned to the cleaning of the Police Department must successfully pass the background check and will be issued an appropriate identification card by the Police Department, which shall always be worn when in the Police facility.
21. The Contractor shall use Green Seal Certified cleaners and disinfectants (all purpose, glass, floor, deodorants) to be dispensed using on-site dilution systems. In addition, it shall be required to use Microfiber (Green) mops and Microfiber (Green) cleaning cloth.
22. Contractor shall provide daily field supervision to ensure janitorial staff arrives at assigned posts on time and performs their duties throughout their assigned shifts, and to provide backup Services as needed.
23. Contractor shall provide the City a weekly Janitorial Service Inspection Report of all facilities and notification as to when any service deficiencies will be corrected and completed.
24. Contractor shall provide the Public Works Manager with a staffing list and the master cleaning schedule, which includes daily operations. The list of assigned personnel and master cleaning schedule shall require approval by the Public Works Manager prior to commencing Services.
25. Contractor shall provide at least one English-fluent employee at the Facility while performing Services. When there is more than one of Contractor's employees at the Facility, one English-fluent employee must be designated as the Contractor's on-site representative. Contractor's employees shall be in good health, and physically capable of performing all duties as assigned.
26. Prior to performing work at any Facilities, Contractor's personnel shall be subject to Live scan fingerprinting and Police background investigation at the Contractor's cost. No employee of Contractor with a criminal record, other than minor traffic violations, shall be assigned to perform services during this time period.
27. Contractor will provide all equipment and supplies necessary to clean all interior and exterior windows twice a year.

TECHNICAL SPECIFICATIONS

JANITORIAL SERVICE REQUIRED MINIMUM DAILY STANDARDS

Daily

- Clean Janitor Closet
- All Hard Floors Swept and Mopped
- Carpets Vacuumed and spot / spill cleaned.
- Trash receptacles emptied, disinfected, liners replaced.
- Cement floors, sweep, mop and maintain a clean and safe condition.
- Ceramic and quarry tile, dry sweep, wet mop with a germicidal disinfectant and rinse
- Clean walls as necessary to maintain a high-profile appearance.
- Walk off mats will be free of dirt, dust, lint and other foreign matter
- Walk off mats are to be spot / spill cleaned and vacuumed.
- Trash to is to be emptied outside in receptacle provided.
- Recycled paper is to be emptied outside in recycle container.
- Entry way glass doors will be cleaned.
- Dust blinds, drapes louvers and lamp shades. High dusting is required.
- Building access areas, porches, stoops, etc. are to be left free of trash and debris.
- All vents, return air grills and diffusers will be free of dirt, dust and lint always.
- Clean all baseboards.
- Remove all cobwebs.
- Vacuum all carpets.
- Clean all ash trays and sand urns inside and outside of the building(s)
- Clean all doors, door frames, thresholds, and light switches.
- Clean and polish drinking fountains, telephones, and kitchen sink areas.
- Remove graffiti in all areas and report all Graffiti to Supervisor

Restrooms

- Sinks, toilet bowls, toilet seats, urinals, control valves, showers, and dispensers
- Cleaned with a germicidal cleaner.
- Clean and polish all chrome and stainless steel.
- Replenish restroom supplies (paper products, etc.)
- Partitions and bright work cleaned with a germicidal cleaner and polished.
- Empty waste receptacles, disinfect and replace liners.
- Wipe down counter tops and shelves with germicidal disinfectant.
- Dry sweep and wet mop and scrub with germicidal disinfectant all flooring
- Clean and disinfect walls and partitions.
- Clean glass and mirrors
- Clean showers with a non-acid based cleaner to remove soap scum as needed

JANITORIAL SERVICE REQUIRED MINIMUM DAILY STANDARDS (CONTINUED)

All Exterior Areas of Building

- Sweep or vacuum exterior entrances.
- Police, sweep and mop areas inside and surrounding trash storage areas.
- Spot clean carpeted areas and entry mats
- Clean, sweep mop all patio areas and furniture and empty trash receptacles surrounding building.
- Empty all trash receptacles, disinfect replace trash liner.
- Wash all entrance area windows.
- Clean and disinfect handrails.
- Sweep or vacuum and mop exterior entrance, doors walls and ceiling.
- Clean all cobwebs.
- Sweep and mop sidewalks surrounding the building perimeter or as directed by the City Representative

Quarterly High Dusting (Contractor must provide all equipment necessary to dust areas above 6')

- Jessie Turner Health and Fitness Center (Gym)
- Lewis Library (Great Hall)
- Ceres Senior Center (all common areas)

Restroom Sanitary Measures and Inventory

The City has urinal drip and air freshener systems in several city facilities for sanitary and odor control measures. The systems the City has installed include Waxie # 633160 urinal drip system and Waxie #160811n air freshener system. The following is an inventory of the two systems separated by location and shall be maintained by the Contractor (This includes repair and replacement of any unit). The Contractor shall be responsible for replacing at a minimal level all batteries, urinal drip cartridges and air freshener supplies. This work shall have a scheduled day per month required to complete the work:

Facility	Number of Urinal Drips	Number of Air Fresheners
City Hall	6	4
Cypress Community Center	2	2
Don Day Community Center	2	2
Jack Bulik Community Center	2	2
Miller Fitness and Community Center	4	5
Police Department	14	16
Public Works Offices	2	2
Community Services Department Office	1	5
Human Resource Department	2	4
Public Works West Annex	1	3
Public Works Fleet Building	1	2
Total	40	49

STATEMENT OF WORK

1. Cafeteria, Kitchens and Eating Areas (every service day)

Tabletops, chairs, all metal surfaces, counter tops, sinks, cupboards, and dispensers will be cleaned each visit. Stove, hoods, refrigerators, kitchen appliances and microwaves are to be cleaned thoroughly each visit. Walls are to be cleaned during each visit. Trash receptacles emptied and disinfected, liners replaced. Separate recyclables from trash and make sure recyclable areas are kept clean (i.e. rinse soda cans) so as not to attract pests.

Particular attention should be paid to food waste, trash receptacles containing food debris, recyclables such as soda cans, and other objects that contain food residue that can attract pests is critical to protecting occupant health by reducing or eliminating the need for pesticides inside the building.

2. Cleaning Completions (every service day)

At the time cleaning of a facility is completed. All lights will be turned off, windows and doors will be closed and locked, furniture will be put back in the position where it was found, alarm systems will be activated. Janitorial employees are not to adjust thermostats or air conditioning overrides. If environmental changes are needed at

the facility, changes must be coordinated with the designated City representative. All Janitorial Staff shall report any energy waste (computers left on, lights that cannot be turned off, air conditioning or heater systems left on after hours and or any recommendations by Janitorial Staff to save energy to the City designated representative.

3. Computer Rooms (every service day)

No dusting, washing, or vacuuming of computer room framework or computer equipment shall be done. Sweep floor by treated cloth method each visit.

4. Drinking Fountains (every service day)

Surfaces shall have no streaks, film, or spots. Metal parts will be clean and bright. Clean surrounding walls and floors. Replenish paper cups dispensers if available. Contractor will supply paper cups.

5. Elevators (every service day)

Floor tile, carpet, walls, doors, door treads and fixtures will be clean at all times and free from all visible dirt, debris and removable markings.

6. Floor Maintenance (every service day)

All hard floors and carpets, including stairs, landings, thresholds, and baseboards shall be free of dirt, debris, gum, stains, spots, spills (no matter what size), film, traffic marks, and wax buildup. All specialty type flooring shall be cleaned and maintained in the manner suggested by the manufacture.

7. Floor Maintenance (once per week)

High speed propane buff all hard floors including restrooms on a weekly basis. A buffing floor scheduled shall be submitted by the Contractor and approved by the designated City representative. The schedule shall indicate the exact date in which the service is to be completed.

8. Graffiti (every service day)

Remove and report graffiti in all areas daily. Contractor shall remove any and all graffiti using reasonable chemicals and techniques for a cleaning contractor. Any graffiti that cannot be removed will be reported as such via telephone and composed in email to City contact designated.

9. Graffiti Location Report:

Graffiti shall be reported by Contractor at the end of each nightly cleaning shift to an email address provided by City representative. Report to include facility location and location and type of graffiti involved for each instance found that day.

10. Infectious Spills

Contractor shall be notified of any infectious waste contamination (blood, other body fluids, etc.). Contractor shall provide trained personnel for such cleanup. Materials used to cleanup such spills shall be disposed of into an approved Occupational Safety Health and Administration (OSHA) infectious biohazard disposal bag, following all

guidelines established by OSHA for packaging and removal. It shall be the Contractor's responsibility to dispose of any contaminated bags. The Contractor shall keep fresh unused bags readily available in each janitorial closet. The City shall require the Contractor to report all incidences and secure the area until the cleanup process is completed.

11. Miscellaneous (every service day)

Trash shall be removed from buildings and emptied into the outside container. If no container is available, the trash is to be removed from the premises during each scheduled visit. All interior furnishings will be dusted each visit. This will include cleaning and dusting of furniture. The Contractor is responsible in making sure desks are clean. However, Janitors are not to disturb paperwork, materials or equipment on furniture.

Building access areas (inside and outside), porches, stoops, etc. are to be cleaned daily. This includes cleaning and polishing handrails and fixtures. Sweep, vacuum, wash, hose exterior as designated City representative directs. Any water runoff must be captured and disposed of properly. All vent's return air grills and diffusers shall be free of dirt, dust, and lint at all times. In addition, any high dusting (including ventilation and or electrical piping) shall be done daily.

12. Restrooms (every service day)

Floors, sinks, toilet bowls, urinals, control valves, showers, partitions, bright work, counter tops, shelves, lockers, dispensers, and walls shall be cleaned and disinfected with germicidal cleaner. Clean and polish chrome and stainless steel. Remove soap scum and water deposits. Clean and streak free glass and mirrors.

Replenish expendable restroom supplies. Contractor is responsible to supply paper toilet seat covers, urinal screens with a deodorant block, feminine napkins, kotex, toilet bowl deodorizer system, paper hand towels, toilet paper and soap, hand sanitizer and lotion, or as requested by the City designated representative.

13. Utility Rooms and Janitor Closets

Utility rooms and or janitor closets where cleaning equipment and supplies are stored shall be maintained in an orderly manner and in accordance with health, safety, and fire regulations. All tools and equipment shall be kept in clean conditions at all times and neatly stored in the assigned storage areas. All janitor closet floors shall be swept daily (stripping and waxing shall be done same day as normally scheduled for the rest of the building).

14. Walk-off Mats, Throw and Floor Rugs (any size)

Mats and rugs will be free of dirt, dust, lint, spots, and other foreign matter. Mats and rugs are to be vacuumed during each visit. The floor under the mat or rug shall be cleaned each visit (shampooing floor mats shall be done same day as normally scheduled for the rest of the building). All walk-off mats and rugs will be supplied by the City. Contractor is to notify the designated City representative when mats or rugs

need to be replaced.

15. Day Porter Services

The Day Porters shall not perform the duties that should be normally done by the night crew. The work is to include but not limited to:

- Replenish restroom supplies when needed,
- Clean up around eating areas, lounges, and conference rooms,
- Assist in setup, cleanup or breakdown of meetings and conferences,
- Spot / spill cleanup (no matter what size),
- Polish bright work,
- Clean windows as directed,
- Clean around entrances and exits,
- Sweep floors,
- Vacuum floors,
- Mop floors,
- Buff floors,
- Clean and sanitize restrooms,
- Move furniture,
- Clean up infectious and or hazardous waste, (feces, urine, blood etc....)
- Or as the City designated representative directs.

16. Library Exterior the Contractor Shall:

- Daily sweep all exterior stained concrete area, steps and sidewalk.
- Twice per week machine scrub (using a walk-behind type machine scrubber) the library exterior stained concrete area. Weekly sweep the library parking garage.
- Quarterly machine scrub library parking garage. Any water runoff must be captured and disposed of properly.

17. Extra Work

In the event the Contractor is required by the City to perform extra work, the following procedures shall govern such work:

When extra work is required by the City designated representative that is beyond and above the services to be provide as outlined in this contract, the Contractor will submit a written estimate, itemizing all cost for labor, materials, and equipment. The City must approve estimate in writing prior to work being done.

18. Supplies

The Contractor shall furnish all supplies necessary for the work of this contract. All supplies shall be included in the monthly/annual cost for this proposal. No additional fees may be collected or charged to the City if usage or the cost for the material increases. In addition to all cleaning supplies, this includes replenishing all supplies such as, but not limited to, hand soap, paper towels, toilet tissue, toilet seat protector papers, etc.... No supplies shall be used that City or his designee determines to be harmful to the surfaces to which applied or to any other part of the buildings, their

occupants, contents, or equipment. A sufficient quantity of supplies shall be kept in the custodial closet at all times in the event paper towels, toilet paper, etc. runs out and the custodial staff is not on duty. All supplies provided by the Contractor shall fit existing dispensers. All dispenser keys are to be provided by the Contractor.

19. Green Cleaning Program

The City of Fontana is dedicated to make each building's occupancy the safest, healthiest, and cleanest environment possible. Using environmentally friendly, less-toxic products is just one step in the process of setting up and implementing a successful green cleaning program. The City requires the Contractor to use GS-42 (Green Seal) standards that will help the City to achieve a healthier environment for all occupants in the building. The City will also require the Contractor to follow AB 661 (effective in 2023) for the required recycled content levels.

LIST OF CURRENT CITY FACILITIES ADDRESSES AND SQUARE FOOT

	LOCATION	ADDRESS	SQUARE FOOT
1	Public Works Parks Division Offices	16489 Orange Way	2,010
2	Public Works Admin. Office	16489 Orange Way	10,986
3	Fleet Building	16489 Orange Way	402
4	Public Works West Annex	16489 Orange Way	4,359
5	Fontana Senior Center	16710 Ceres AV	37,767
6	Knopf Senior Center	8384 Cypress AV	3,761
7	Mary Vagle Nature Center	11501 Cypress AV	3,025
8	Cypress Community Center	8380 Cypress AV	6,712
9	Fontana City Hall	8353 Sierra AV	26,567
10	Human Resources Department	8491 Sierra AV	7,944
11	Stage Red- office only	8463 Sierra AV	1,988
12	Development Services Organ. Building	8353 Sierra AV	24,480
13	Lewis Library and Tech Center	8437 Sierra AV	173,361
14	Police Department Building	17005 Upland AV	75,406
15	Art Depot	16822 Spring ST	1,567
16	Community Services Department Office	16860 Valencia AV	17,801
17	Miller Fitness and Community Center	17004 Arrow BLVD	8,171
18	Jack Bulik Teen Center	16581 Filbert AV	5,760
19	Haagen Police Substation	17122 Slover AV	983
20	Southridge Police Substation	11500 Live Oak AV	755
21	Don Day Community Center	14501 Live Oak AV	5,619
22	Village of Heritage Community Center	7360 W. Liberty PRKWY	9,479
23	Jessie Turner Health and Fitness Center	15560 Summit AV	40,065
24	Fontana Park Aquatics Building	15610 Summit AV	6,439

EXHIBIT "B"
COMPENSATION

JANITORIAL SERVICE SCHEDULE AND PRICING

The Contractor declares that they have carefully examined the proposed work, that they have examined the specifications and hereby proposes to do all the work required to complete the said work for the unit price(s) as outlined in the Janitorial Service Schedule and Pricing on the next page.

Facility	Daily Services Per Week	Hard Floors Restrooms, Machined Scrubbed Times Per Year	Floors High Speed Buff Propane Per Month	Hard Floors Stripped and Waxed Times Per Year	Carpet Cleaning Times Per Year	High Dusting Above 10'	Inside/ Outside Window Cleaning Times Per Year	Total Annual Cost
Public Works Parks Division Offices	4	12	4	12	4		2	Closed
Knopf Senior Center	7	12	4	12	4		2	\$ 8,283.48
Mary Vagle Nature Center	7	12	4	12	4		2	\$ 7,832.88
Public Works Admin. Office	4	12	4	12	4		2	\$ 18,130.32
Fleet Building	4	12	4	12	4		2	\$ 1,386.72
Jack Bulik Teen Center	7	12	4	12	4		2	\$ 13,494.72
Don Day Community Center	7	12	4	12	4		2	\$ 15,402.00
Cypress Community Center	7	12	4	12	4		2	\$ 16,071.24
Village of Heritage Community Center	7	12	4	12	6		2	\$ 21,649.68
Public Works West Annex	4	12	4	12	4		2	\$ 7,229.76
Community Services Department Office (Valencia)	7	12	4	12	4		2	\$ 36,815.64
Jessie Turner Health and Fitness Center + added 4 hours M - F	7	12	4	12	6	4	2	\$ 125,954.28
Fontana Park Aquatics Building	7	12	4	12	4		2	\$ 13,910.28
Fontana Senior Center	7	12	4	12	6		2	\$ 73,580.52
Fontana City Hall	5	12	4	12	4		2	\$ 35,869.92
Southridge Police Substation 2	7	12	4	12	4		2	\$ 4,449.72
Haagen Police Substation 1	7	12	4	12	4		2	\$ 4,589.28

Facility	Daily Services Per Week	Hard Floors Restrooms, Machined Scrubbed Times Per Year	Floors High Speed Buff Propane Per Month	Hard Floors Stripped and Waxed Times Per Year	Carpet Cleaning Times Per Year	High Dusting Above 10'	Inside/ Outside Window Cleaning Times Per Year	Total Annual Cost
Art Depot	7	12	4	12	n/a		2	\$ 4,946.64
Human Resources Department	5	12	4	12	4		2	\$ 13,412.64
Miller Fitness & CommunityCenter	7	12	4	12	4	4	2	\$ 16,964.52
Stage Red–Partial Building	5	12	4	12	4		2	Closed
Dev. Services Organ. Building	5	12	4	12	4		2	\$ 43,908.72
Police Department Building	7	12	4	12	6		2	\$ 6,001.20
Lewis Library and Tech Center	7	12	4	12	6	4	2	\$ 357,181.56
Total								\$ 847,065.72

Day Porter	Number of Hours Per Week	Cost Per Hour	Cost Per Week	Total Annual Cost
Day Porter City Hall & DSO	40 hours per week	\$ 22.60	\$ 903.91	\$ 46,967.04
Day Porter Library	140 hours per week	\$ 22.60	\$ 3,163.68	\$ 164,384.88
Day Porter Jessie Turner Health and Fitness Center	112 hours per week	\$ 22.60	\$ 2,530.49	\$ 131,484.12
Day Porter Police Department	210 hours per week	\$ 26.51	\$ 5,566.83	\$ 289,252.32
Day Porter Fontana Senior Center	48 hours per week	\$ 22.60	\$ 1,085.00	\$ 56,376.48
Total				\$ 688,464.84

JANITORIAL SERVICE SCHEDULE AND PRICING

Total Annual Cost \$ 1,535,530.56

SCHEDULE OF PRICING EXTRA SERVICES

Extra Services pricing: schedule of prices for additional janitorial service that includes labor and materials as the City designated representative may request. In addition, attach a copy of prices for Other Services, not listed below, provided by the Contractor. This list is not exhaustive and the City may require additional services that are provide by the Contractor.

Window Washing	Per Hour	\$	34.00
Furniture Cleaning	Per Hour	\$	34.00
Outside Work	Per Hour	\$	22.60
Sweep and Mop	Per Square Feet	\$	0.09
Floor Buffing	Per Square Feet	\$	0.10
Carpet Cleaning Wet Extraction	Per Square Feet	\$	0.15
Carpet Cleaning Dry Extraction	Per Square Feet	\$	0.15
Day Porter	Per Hour	\$	22.60

Window Cleaning cost

Fontana Library Interior Windows	\$1,350.00
Fontana Library Exterior Windows	\$875.00
Jesse Turner Exterior Windows	\$995.00
Jesse Turner Interior Windows	\$1,495.00
Fontana DSO Interior Windows	\$540.00
Fontana DSO Exterior Windows	\$540.00
Ceres Senior Center Interior Windows	\$685.00
Ceres Senior Center Exterior Windows	\$685.00



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0206

Agenda #: J.

Agenda Date: 6/24/2025

Category: Consent Calendar

FROM:

Development Services

SUBJECT:

Approval of SB 1383 Recovered Organic Waste Product Procurement Policy

RECOMMENDATION:

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.

COUNCIL GOALS:

- Enhance the local environment for future generations and create a healthy economic and environmental future by committing to purchasing specific products and goods that are climate friendly.
- Enhance the local environment for future generations and create a healthy economic and environmental future by promoting programs that encourage reducing Green House Gas emissions.

DISCUSSION:

Senate Bill 1383, established statewide targets to reduce organic waste disposal and increase the recovery of edible food. As part of the regulation, jurisdictions are required to procure a minimum amount of recovered organic waste products, including compost, mulch, renewable energy, and electricity derived from biomass, as calculated by the California Department of Resources Recycling and Recovery (CalRecycle).

To ensure compliance with SB 1383, CalRecycle requires jurisdictions to adopt procurement policies that specify how recovered organic waste products will be purchased or acquired, tracked, and reported annually.

The City of Fontana has reviewed and revised its Purchasing Policy to align with SB 1383 requirements. Key updates to the policy include:

- **Recovered Organic Waste Procurement Language:** Incorporation of provisions that establish a process for purchasing eligible products such as compost, mulch, and other recycle content, to meet CalRecycle's annual procurement target.
- **Tracking and Reporting:** Policy now includes guidance on tracking the type, quantity, and end use of SB 1383-compliant products, as required by CalRecycle's reporting deadlines.
- **Preference for Recycled-Content Products:** Reinforcement of environmentally preferable purchasing practices in alignment with state goals and the City's sustainability objectives.

The procurement policy ensures the City remains compliant with state mandates while promoting the use of environmentally responsible products in municipal operations and projects.

FISCAL IMPACT:

There is no immediate fiscal impact with the adoption of the Recovered Organic Waste Product Procurement Policy.

MOTION:

Approve of SB 1383 Recovered Organic Waste Product Procurement Policy

RESOLUTION NO. 2025-043

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA,
CALIFORNIA, AMENDING ITS POLICY FOR ORGANIC WASTE
PRODUCT PROCUREMENT**

WHEREAS, SB 1383 mandates local jurisdictions to implement programs and policies to achieve organic waste reduction goals; and

WHEREAS, the City of Fontana (“City”) previously adopted a policy to align with the requirements of SB 1383; and

WHEREAS, ongoing changes in operational needs and best practices necessitate the modification of this existing policy to ensure continued and enhanced compliance with SB 1383.

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. Amendment of Policy. The City hereby amends its existing policy for organic waste product procurement as reflected in Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. Effective Date. This Resolution shall become effective immediately upon its 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 24th day of June, 2025.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the 24th day of June, 2025, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

City Clerk of the City of Fontana

Mayor of the City of Fontana

ATTEST:

City Clerk

EXHIBIT A

SECTION 1. PURPOSE

It is the policy of the City of Fontana (City), applicable to all departments and divisions, to incorporate environmental considerations including recycled-content and recovered Organic Waste product use into purchasing practices and procurement. This Recovered Organic Waste Product Procurement Policy (Policy) will help the City to:

1. Protect and conserve natural resources, water, and energy;
2. Minimize the City's contribution to climate change, pollution, and solid waste disposal; and,
3. Comply with State requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383 procurement regulations) to procure a specified amount of Recovered Organic Waste Products to support Organic Waste disposal reduction targets and markets for products made from recycled and recovered Organic Waste materials, and to purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.

SECTION 2. DEFINITIONS.

- A. "Annual Recovered Organic Waste Product Procurement Target" means the amount of Organic Waste in the form of a Recovered Organic Waste Product that the City is required to procure annually under 14 CCR Section 18993.1.
- B. "Compost" means the product resulting from the controlled biological decomposition of organic solid wastes that are source separated from the municipal solid waste stream or which are separated at a centralized facility or as otherwise defined in 14 CCR Section 17896.2(a)(4).

Compost eligible for meeting the Annual Recovered Organic Waste Product Procurement Target must be produced at a compostable material handling operation or facility permitted or authorized under 14 CCR Chapter 3.1 of Division 7 or produced at a large volume in-vessel digestion facility that composts on-site as defined and permitted under 14 CCR Chapter 3.2 of Division 7. Compost shall meet the State's composting operations regulatory requirements.
- C. "Direct Service Provider" means a person, company, agency, district, or other entity that provides a service or services to the City pursuant to a contract or other written agreement or as otherwise defined in 14 CCR Section 18982(a)(17).
- D. "Organic Waste" means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, yard trimmings, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges, or as

otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

- E. "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or as otherwise defined in 14 CCR Section 18982(a)(51).
- F. "Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications; or as otherwise defined in 14 CCR Section 18982(a)(54).
- G. "Procurement of Recovered Organic Waste Products" shall mean purchase or acquisition (e.g., free delivery or free distribution from a hauler or other entity via a written agreement or contract), and end use by the City or others. The City's Annual Recovered Organic Waste Product Procurement Target can be fulfilled directly by the City or by Direct Service Providers through written contracts or agreements for Procurement of Recovered Organic Waste Products at the City's behest.
- H. "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed at a permitted or otherwise authorized operation or facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

Products that can be used to meet the Annual Recovered Organic Waste Product Procurement Target shall include Compost, SB 1383 Eligible Mulch, Renewable Gas from an in-vessel digestion facility, and Electricity Procured from Biomass Conversion as described herein and provided that such products meet requirements of 14 CCR, Division 7, Chapter 12, Article 12.

- I. "Recordkeeping Designee" means the public employee appointed by the City Manager or their designee to track procurement and maintain records of Recovered Organic Waste Product procurement efforts both by the City and others, if applicable, as required by 14 CCR, Division 7, Chapter 12, Articles.
- J. "Recyclability" means that the Paper Products and Printing and Writing Paper offered or sold to the City are eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations Section 260.12 (2013).
- K. "Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper" means such products that consist of at least thirty percent (30%), by fiber weight, postconsumer fiber, consistent with the requirements of Sections 22150 to 22154 and Sections 12200 and 12209 of the Public Contract Code, and as amended.

- L. “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants, as amended, supplemented, superseded, and replaced from time to time.
- M. “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this policy, the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.
- N. “SB 1383 Eligible Mulch” means mulch eligible to meet the Annual Recovered Organic Waste Product Procurement Target, pursuant to 14 CCR Chapter 12 of Division 7. This SB 1383 Eligible Mulch shall meet the following conditions for the duration of the applicable procurement compliance year, as specified by 14 CCR Section 18993.1(f)(4):
 - 1. Produced at one of the following facilities:
 - a) A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10);
 - b) A transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or,
 - c) A solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under 27 CCR Division 2.
 - 2. Meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Sections 17852(a)(24.5)(A).
- O. “State” means the State of California.

SECTION 3. RECOVERED ORGANIC WASTE PRODUCT PROCUREMENT

3.1 Procurement Target

- A. The City will annually procure for use or giveaway a quantity of Recovered Organic Waste Products that meets or exceeds its Annual Recovered Organic Waste Product Procurement Target through the implementation of Section 3 of this Policy.

- B. To be eligible to meet the Annual Recovered Organic Waste Product Procurement Target, products that may be procured include the following (provided that each product meets the criteria included in their respective definition in Section 2 of this Policy):
1. SB 1383 eligible Compost (as defined in Section 2.B).
 2. SB 1383 Eligible Mulch (as defined in Section 2.N).

3.2 Requirements for City Departments

- A. Compost and SB 1383 Eligible Mulch procurement. Divisions and departments responsible for landscaping, maintenance, renovation, or construction shall:
1. Use Compost and SB 1383 Eligible Mulch produced from recovered Organic Waste, as defined in Section 2.B and 2.N of this Policy, for landscaping, maintenance, renovation, or construction, as practicable, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 Eligible Mulch used for land application must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Section 17852(a)(24.5)(A).
 2. When the City uses Compost and SB 1383 Eligible Mulch and the applications are subject to the City's Water Efficient Landscaping Ordinance (WELO), pursuant to Article IV of Chapter 28 of the Fontana Municipal Code or Sections 493.2 (d), of the State's Model Water Efficient Landscape Ordinance, Title 23, Division 2, Chapter 2.7 of the CCR, which requires the submittal of a landscape design plan with a "Soil Preparation, Mulch, and Amendments Section" to include the following:
 - a. For landscape installations, Compost at a rate of a minimum of 7 cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
 - b. Apply a minimum three-inch (3") layer of mulch on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, leave up to five percent (5%) of the landscape area without mulch. Designated insect habitat must be included in the landscape design plan as such.
 - c. Procure organic mulch materials made from recycled or post-consumer materials rather than inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available.

- d. For all mulch that is land applied, procure SB 1383 Eligible Mulch that meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).
3. Keep records, including invoices or proof of Recovered Organic Waste Product procurement (either through purchase or acquisition), and submit records to the Recordkeeping Designee, on a schedule to be determined by the Recordkeeping Designee.

Records shall include:

- a. General procurement records, including:
 - i. General description of how and where the product was used and applied, if applicable;
 - ii. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste Products were procured;
 - iii. Type of product;
 - iv. Quantity of each product; and,
 - v. Invoice or other record demonstrating purchase or procurement.
 - b. For Compost and SB 1383 Eligible Mulch provided to residents through giveaway events or other types of distribution methods, keep records of the Compost and SB 1383 Eligible Mulch provided to residents. Records shall be maintained and submitted to the Recordkeeping Designee in accordance with the requirements specified in Section 3.2.A.3.
 - c. For procurement of SB 1383 Eligible Mulch, maintain an updated copy of the ordinance or enforceable mechanism(s) requiring that the mulch procured by the City or Direct Service Provider meets the land application standards specified in 14 CCR Section 18993.1, as it may be amended from time to time.
4. When Procurement of Recovered Organic Waste Products occurs through a Direct Service Provider, enter into a written contract or agreement or execute a purchase order with enforceable provisions that includes: (i) definitions and specifications for SB 1383 Eligible Mulch and Compost; and, (ii) an enforcement mechanism (e.g., termination, liquidated damages) in the event the Direct Service Provider is not compliant with the

requirements.

3.3 Requirements for Direct Service Providers

- A. Direct Service Providers of landscaping maintenance, renovation, and construction shall:
1. Use Compost and SB 1383 Eligible Mulch, as practicable, produced from recovered Organic Waste, as defined in Section 2.B and 2.N of this Policy, for all landscaping renovations, construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 Eligible Mulch used for land application shall comply with 14 CCR, Division 7, Chapter 12, Article 12 and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).
 2. If Direct Service Provider is subject to the City's WELO pursuant to Article IV of Chapter 28 of the **Fontana Municipal Code** comply with one of the following, whichever is more stringent: (i) the locally-adopted WELO or (ii) Sections 493.2 (a)(d) of the State's MWELo, Title 23, Division 2, Chapter 2.7 of the CCR, which requires the submittal of a landscape design plan with a "Soil Preparation, Mulch, and Amendments Section" to include the following:
 - a. For landscape installations, Compost at a rate of a minimum of 7 cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
 - b. Apply a minimum three-inch (3") layer of mulch on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, leave up to five percent (5%) of the landscape area without mulch. Designated insect habitat must be included in the landscape design plan as such.
 - c. Procure organic mulch materials made from recycled or post-consumer materials rather than inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. d. For all mulch that is land applied, procure SB 1383 Eligible Mulch that meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).
 3. Keep and provide records of Procurement of Recovered Organic Waste Products (either through purchase or acquisition) to Recordkeeping Designee, on a schedule to be determined by the Recordkeeping Designee. Information to be provided shall

include:

- a. General description of how and where the product was used and if applicable, applied;
- b. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste Products were procured;
- c. Type of product;
- d. Quantity of each product; and,
- e. Invoice or other record demonstrating purchase or procurement.

B. Direct Service Provider of Organic Waste collection services shall:

1. Provide a specified quantity of Compost or SB 1383 Eligible Mulch to the City via periodic “giveaways” as specified in a franchise agreement or other agreement.
2. Keep and provide records to the City including the following:
 - a. Dates provided;
 - b. Source of product including name, physical location and contact information for each entity, operation or facility from whom the Recovered Organic Waste Products were procured;
 - c. Type of product;
 - d. Quantity provided;
 - e. Invoice or other record or documentation demonstrating purchase, procurement, or transfer of material to giveaway location; and/or
 - f. Other record or documentation, including franchise agreement provisions, contracts, MOUs, or other written documentation demonstrating such agreement.

SECTION 4. RECYCLED-CONTENT PAPER PROCUREMENT

4.1 Requirements for City Departments

- A. Paper Product Category/Subcategories and minimum recycled content requirements pursuant to Section 12209 of the Public Contract Code.
 - i. Other Paper Products- thirty percent (30 %) minimum post-consumer recycled content (PCRC), except as specified below:

- a. Toilet Paper- forty five percent (45%) PCRC.
 - b. Paper Towels- forty percent (40) PCRC.
 - c. Facial Tissue- ten percent (10%) PCRC.
 - d. Toilet Seat Covers- twenty percent (20%) PCRC.
 - e. General Purpose Paper Wipes- forty percent (40%) PCRC.
 - f. Food serviceware- forty percent (40%) PCRC.
- ii. Printing and Writing Paper- thirty percent (30%) minimum PCRC.
- B. If fitness and quality of Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper are equal to that of non-recycled items, all departments and divisions of Jurisdiction shall purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper (rather than non-recycled items) that consists of a specified percentage of post-consumer content - see the list above in 4.1.A, by fiber weight, postconsumer fiber, consistent with the requirements of the Public Contract Code, Sections 22150 through 22154 and Sections 12200 and 12209, as amended.
- C. All Paper Products and Printing and Writing Paper shall be eligible to be labeled with an unqualified recyclable label as defined in Code of Federal Regulations, Title 16, Section 260.12.
- D. Provide records to the Recordkeeping Designee of all Paper Products and Printing and Writing Paper purchases on a schedule to be determined by the Recordkeeping Designee (both recycled-content and non-recycled content, if any is purchased) made by a division or department or employee of the City. Records shall include a copy of the invoice or other documentation of purchase, written certifications as required in Section 4.2.A.3-4 for recycled-content purchases, vendor name, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-Recycled-Content Paper Products and/or non-Recycled-Content Printing and Writing Paper are provided, include a description of why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not provided.

4.2 Requirements for Vendors

- A. All vendors that provide Paper Products (including janitorial Paper Products) and Printing and Writing Paper to City shall:
1. Provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of a specified percentage of post-consumer content - see the list above in 4.1.A, by fiber weight, postconsumer fiber, if fitness and quality are equal to that of non-recycled item.
 2. Only provide Paper Products and Printing and Writing Papers that meet Federal Trade Commission Recyclability standard as defined in Code of Federal

Regulations, Title 16, Section 260.12.

3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
 4. Certify in writing, under penalty of perjury, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in Code of Federal Regulations, Title 16, Section 260.12.
 5. Provide records to the Recordkeeping Designee of all Paper Products and Printing and Writing Paper purchased from the vendor on a schedule to be determined by Recordkeeping Designee (both recycled-content and non-recycled content, if any is purchased) made by a division or department or employee of the City. Records shall include a copy of the invoice or other documentation of purchase, written certifications as required in Section 4.2.A.3-4 for recycled-content purchases, purchaser name, quantity purchased, dollars spent for each type of product, date purchased, and recycled content (including products that contain none), and if non-Recycled-Content Paper Products and/or non- Recycled-Content Printing and Writing Paper are provided, include a description of why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not provided.
- B. All vendors providing printing services to the City via a printing contract or written agreement, shall use Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, or as amended by Public Contract Code Section 12209.

SECTION 5. EFFECTIVE DATE OF POLICY

- A. This Policy shall go into effect on June 10, 2025.

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§ 18993.1. *Recovered Organic Waste Product Procurement Target.*

14 CAADC § 18993.1

Barclays Official California Code of Regulations

Barclays California Code of Regulations

Title 14. Natural Resources

Division 7. Department of Resources Recycling and Recovery

Chapter 12. Short-Lived Climate Pollutants

Article 12. Procurement of Recovered Organic Waste Products

14 CCR § 18993.1

§ 18993.1. *Recovered Organic Waste Product Procurement Target.*

[Currentness](#)

- (a) Except as otherwise provided, commencing January 1, 2022, a jurisdiction shall annually procure a quantity of recovered organic waste products that meets or exceeds its current annual recovered organic waste product procurement target as determined by this article. For the purposes of this section, “jurisdiction” means a city, a county or a city and county.
- (b) On or before January 1, 2022, and on or before January 1 every five years thereafter, the Department shall recalculate the annual recovered organic waste product procurement target for each jurisdiction according to the requirements of Subdivision (c).
- (c) Each jurisdiction's recovered organic waste product procurement target shall be calculated by multiplying the per capita procurement target by the jurisdiction population where:
- (1) Per capita procurement target = 0.08 tons of organic waste per California resident per year.

(2) Jurisdiction population equals the number of residents in a jurisdiction, using the most recent annual data reported by the California Department of Finance.

(d) Annually, the Department shall provide notice to each jurisdiction of its annual recovered organic waste product procurement target by posting such information on the Department's website and providing written notice directly to the jurisdiction.

(e) A jurisdiction shall comply with Subdivision (a) by one or both of the following:

(1) Directly procuring recovered organic waste products for use or giveaway.

(2) Requiring, through a written contract or agreement, that a direct service provider to the jurisdiction procure recovered organic waste products and provide written documentation of such procurement to the jurisdiction.

(f) For the purposes of this article, the recovered organic waste products that a jurisdiction may procure to comply with this article are:

(1) Compost, subject to any applicable limitations of Public Contract Code Section 22150, that is produced at:

(A) A compostable material handling operation or facility permitted or authorized under Chapter 3.1 of this division; or

(B) A large volume in-vessel digestion facility as defined and permitted under Chapter 3.2 of this division that composts on-site. [NOTE: Digestate, as defined in Section 18982(a)(16.5), is a distinct material from compost and is thus not a recovered organic waste product eligible for use in complying with this Article.]

(2) Renewable gas used for fuel for transportation, electricity, or heating applications.

(3) Electricity from biomass conversion.

(4) Mulch, provided that the following conditions are met for the duration of the applicable procurement compliance year:

(A) The jurisdiction has an enforceable ordinance, or similarly enforceable mechanism, that requires the mulch procured by the jurisdiction to comply with this article to meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in Section 17852(a)(24.5)(A)1. through 3. of this division; and

(B) The mulch is produced at one or more of the following:

1. A compostable material handling operation or facility as defined in Section 17852(a)(12), other than a chipping and grinding operation or facility as defined in Section 17852(a)(10), that is permitted or authorized under this division; or

2. A transfer/processing facility or transfer/processing operation as defined in Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under this division; or

3. A solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under Division 2 of Title 27 of the California Code of Regulations.

(g) The following conversion factors shall be used to convert tonnage in the annual recovered organic waste product procurement target for each jurisdiction to equivalent amounts of recovered organic waste products:

(1) One ton of organic waste in a recovered organic waste product procurement target shall constitute:

(A) 21 diesel gallon equivalents, or "DGE," of renewable gas in the form of transportation fuel.

(B) 242 kilowatt-hours of electricity derived from renewable gas.

(C) 22 therms for heating derived from renewable gas.

(D) 650 kilowatt-hours of electricity derived from biomass conversion.

(E) 0.58 tons of compost or 1.45 cubic yards of compost.

(F) One ton of mulch.

(h) Renewable gas procured from a POTW may only count toward a jurisdiction's recovered organic waste product procurement target provided the following conditions are met for the applicable procurement compliance year:

(1) The POTW receives organic waste directly from one or more of the following:

(A) A compostable material handling operation or facility as defined in Section 17852(a)(12), other than a chipping and grinding operation or facility as defined in Section 17852(a)(10), that is permitted or authorized under this division; or

(B) A transfer/processing facility or transfer/processing operation as defined in Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under this division; or

(C) A solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under Division 2 of Title 27 of the California Code of Regulations.

(2) The POTW is in compliance with the exclusion described in Section 17896.6(a)(1).

(3) The jurisdiction receives a record from the POTW documenting the tons of organic waste received by the POTW from all solid waste facilities described in subsection (h)(1) above.

(4) The amount of renewable gas a jurisdiction or jurisdictions procured from the POTW for fuel, electricity or heating applications is less than or equal to the POTW's production capacity of renewable gas generated from organic waste received at the POTW

directly from solid waste facilities as determined using the relevant conversion factors in Subdivision (g).

(5) The POTW transported less than 25 percent of the biosolids it produced to activities that constitute landfill disposal.

(i) Electricity procured from a biomass conversion facility may only count toward a jurisdiction's recovered organic waste product procurement target if the biomass conversion facility receives feedstock directly from one or more of the following during the duration of the applicable procurement compliance year:

(1) A compostable material handling operation or facility as defined in Section 17852(a)(12), other than a chipping and grinding operation or facility as defined in Section 17852(a)(10), that is permitted or authorized under this division; or

(2) A transfer/processing facility or transfer/processing operation as defined in Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under this division; or

(3) A solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under Division 2 of Title 27 of the California Code of Regulations.

(j) If a jurisdiction's annual recovered organic waste product procurement target exceeds the jurisdiction's total procurement of transportation fuel, electricity, and gas for heating applications from the previous calendar year as determined by the conversion factors in Subdivision (g), the target shall be adjusted to an amount equal to its total procurement of those products as converted to their recovered organic waste product equivalent from the previous year consistent with Subdivision (g).

(k) A jurisdiction shall identify additional procurement opportunities within the jurisdiction's departments and divisions for expanding the use of recovered organic waste products.

(l) Rural counties, and jurisdictions located within rural counties that are exempt from the organic waste collection requirements pursuant to Section 18984.12(c), are not required to comply with the procurement requirements in this Section from January 1, 2022-December 31, 2026.

Credits

NOTE: Authority cited: Sections 40502, 43020, 43021 and 42652.5, Public Resources Code. Reference: Section 42652.5, Public Resources Code; and Sections 39730.6 and 39730.8, Health and Safety Code.

HISTORY

1. New article 12 (sections 18993.1-18993.4) and section filed 11-3-2020; operative 1-1-2022 pursuant to Public Resources Code section 42652.2(a)(6) (Register 2020, No. 45).

This database is current through 5/9/25 Register 2025, No. 19.

Cal. Admin. Code tit. 14, § 18993.1, 14 CA ADC § 18993.1

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§ 18993.2. *Recordkeeping Requirements For Recovered Organic Waste Procurement Target.* 14 CAADC § 18993.2

Barclays Official California Code of Regulations

Barclays California Code of Regulations
Title 14. Natural Resources
Division 7. Department of Resources Recycling and Recovery
Chapter 12. Short-Lived Climate Pollutants
Article 12. Procurement of Recovered Organic Waste Products

14 CCR § 18993.2

§ 18993.2. Recordkeeping Requirements For Recovered Organic Waste Procurement Target.

[Currentness](#)

(a) A jurisdiction, as defined in 18993.1(a), shall include all documents supporting its compliance with this article in the implementation record required by Section 18995.2 of this chapter including, but not limited to, the following:

- (1) A description of how the jurisdiction will comply with the requirements of this article.
- (2) The name, physical location, and contact information of each entity, operation, or facility from whom the recovered organic waste products were procured, and a general description of how the product was used, and if applicable, where the product was applied.
- (3) All invoices or similar records evidencing all procurement.
- (4) If a jurisdiction will include procurement of recovered organic waste products made by a direct service provider to comply with the procurement requirements of Section 18993.1(a), the jurisdiction shall include all records of procurement of recovered organic

waste products made by the direct service provider on behalf of the jurisdiction including invoices or similar records evidencing procurement.

(5) If a jurisdiction will include renewable gas procured from a POTW for any of the uses identified in 18993.1(f)(2) to comply with the procurement mandate of Section 18993.1(a), a written certification by an authorized representative of the POTW, under penalty of perjury in a form and manner determined by the jurisdiction, attesting to the following for the applicable procurement compliance year:

(A) That the POTW was in compliance with the exclusion in Section 17896.6(a)(1);

(B) The total tons of organic waste received from the types of solid waste facilities listed in Section 18993.1(h)(1); and

(C) The percentage of biosolids that the POTW produced and transported to activities that constitute landfill disposal.

(6) If a jurisdiction will include electricity procured from a biomass conversion facility to comply with the procurement mandate of Section 18993.1(a), a written certification by an authorized representative of the biomass conversion facility certifying that biomass feedstock was received from a permitted solid waste facility identified in 18993.1(i) shall be provided to the jurisdiction. The certification shall be furnished under penalty of perjury in a form and manner determined by the jurisdiction.

(7) If the jurisdiction is implementing the procurement requirements of Section 18993.1 through an adjusted recovered organic waste product procurement target pursuant to Section 18993.1(j), the jurisdiction shall include records evidencing the total amount of transportation fuel, electricity, and gas for heating applications procured during the calendar year prior to the applicable reporting period.

(8) For jurisdictions complying with the requirements of Section 18993.1, through the procurement of mulch, a copy of the ordinance or similarly enforceable mechanism the jurisdiction has adopted requiring that mulch procured by the jurisdiction or a direct service provider meets the land application standards specified in Section 18993.1.

Credits

NOTE: Authority cited: Sections 40502, 43020, 43021 and 42652.5, Public Resources Code. Reference: Section 42652.5, Public Resources Code; and Section 39730.6, Health and Safety Code.

HISTORY

1. New section filed 11-3-2020; operative 1-1-2022 pursuant to Public Resources Code section 42652.2(a)(6) (Register 2020, No. 45).

This database is current through 5/9/25 Register 2025, No. 19.

Cal. Admin. Code tit. 14, § 18993.2, 14 CA ADC § 18993.2

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§ 18993.3. *Recycled Content Paper Procurement Requirements.*

14 CA ADC § 18993.3

Barclays Official California Code of Regulations

Barclays California Code of Regulations
Title 14. Natural Resources
Division 7. Department of Resources Recycling and Recovery
Chapter 12. Short-Lived Climate Pollutants
Article 12. Procurement of Recovered Organic Waste Products

14 CCR § 18993.3

§ 18993.3. *Recycled Content Paper Procurement Requirements.*

[Currentness](#)

(a) A jurisdiction shall procure paper products, and printing and writing paper, consistent with the requirements of Sections 22150-22154 of the Public Contract Code.

(b) In addition to meeting the requirements of Subdivision (a), paper products and printing and writing paper shall be eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 as published January 1, 2013, which is hereby incorporated by reference.

(c) A jurisdiction shall require all businesses from whom it purchases paper products and printing and writing paper to certify in writing:

(1) The minimum percentage, if not the exact percentage, of postconsumer material in the paper products and printing and writing paper offered or sold to the jurisdiction. The certification shall be furnished under penalty of perjury in a form and manner determined by the jurisdiction. A jurisdiction may waive the certification requirement if the percentage of postconsumer material in

the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor Internet website.

(2) That the paper products and printing and writing paper offered or sold to the jurisdiction is eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12 as published January 1, 2013, which is hereby incorporated by reference.

Credits

NOTE: Authority cited: Sections 40502, 43020, 43021 and 42652.5, Public Resources Code; and Section 39730.6, Health and Safety Code. Reference: Section 42652.5, Public Resources Code; Section 39730.6, Health and Safety Code; and Sections 22150, 22151, 22152, 22153 and 22154, Public Contracts Code.

HISTORY

1. New section filed 11-3-2020; operative 1-1-2022 pursuant to Public Resources Code section 42652.2(a)(6) (Register 2020, No. 45).

This database is current through 5/9/25 Register 2025, No. 19.

Cal. Admin. Code tit. 14, § 18993.3, 14 CA ADC § 18993.3

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[Home Table of Contents](#)*§ 18993.4. Recordkeeping Requirements for Recycled Content Paper Procurement.*

14 CAADC § 18993.4

Barclays Official California Code of Regulations

Barclays California Code of Regulations

Title 14. Natural Resources

Division 7. Department of Resources Recycling and Recovery

Chapter 12. Short-Lived Climate Pollutants

Article 12. Procurement of Recovered Organic Waste Products

14 CCR § 18993.4

§ 18993.4. Recordkeeping Requirements for Recycled Content Paper Procurement.[Currentness](#)

(a) A jurisdiction shall include all documents supporting its compliance with this article in the implementation record required by Section 18995.2 of this chapter including, but not limited to, the following:

- (1) Copies of invoices, receipts or other proof of purchase that describe the procurement of paper products by volume and type for all paper purchases.
- (2) Copies of all certifications or other verification required under Section 18993.3.

Credits

NOTE: Authority cited: Sections 40502, 43020, 43021 and 42652.5, Public Resources Code. Reference: Section 42652.5, Public Resources Code; Section 39730.6, Health and Safety Code; and Sections 22150, 22151, 22152, 22153 and 22154, Public Contracts Code.

HISTORY

1. New section filed 11-3-2020; operative 1-1-2022 pursuant to Public Resources Code section 42652.2(a)(6) (Register 2020, No. 45).

This database is current through 5/9/25 Register 2025, No. 19.

Cal. Admin. Code tit. 14, § 18993.4, 14 CA ADC § 18993.4

END OF DOCUMENT



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0260

Agenda #: A.

Agenda Date: 6/24/2025

Category: Public Hearing

FROM:

Finance

SUBJECT:

Quarterly Lien Action for Delinquent Sewer, Rubbish and Weed Abatement Accounts

RECOMMENDATION:

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.

COUNCIL GOALS:

- To operate in a businesslike manner by becoming more service oriented.
- To practice sound fiscal management by developing long-term funding and debt management plans.
- To improve public safety by increasing operational efficiency, visibility, and availability.

DISCUSSION:

Public Hearings on proposed liens are scheduled quarterly to allow for timely collections and recording of indebtedness. The lien process protects revenues due to the City which would have otherwise been subject to loss through skipped accounts or property transfers.

The proposed lists (one each for sewer, rubbish and weed abatement) are on file with the City Clerk. Each account has had notification by mail regarding the public hearing and intent to record the lien amount, as well as regular billing notification and legal advertisement as required by City Code. Further, with respect to Weed Abatement, all property owners had the opportunity to protest weed abatement citations through an administrative hearing process.

The lists recommended for adoption contain the following:

Type of Account	Number of Properties	Current Lien Amount	Receivables Protected to Date
Sewer	189	\$65,058.54	\$4,454,851.08
Rubbish*	66	\$28,855.40	\$9,600,993.18
Weed Abatement	101	\$16,961.10	\$4,290,172.05

*Collections are payable to Fontana Rubbish

An administrative fee will be included to offset the City's costs to record the lien, as well as the County fee associated with release of the lien to ensure that property titles are cleared once payment has been made. All properties with unpaid liens as of July 1st will be automatically placed on the property tax rolls for collection.

FISCAL IMPACT:

The approval of this item will result in liens in the approximate total amount of \$110,875.04 to be recorded and placed on the County property tax roll for collection. This action will prevent increases in customer charges due to uncollectible accounts. The Sewer lien list receivable amount was included as revenue to the Sewer Operations Maintenance Fund in current and prior budget periods. The recording of Rubbish liens will strengthen Fontana Rubbish's ability to collect, thereby increasing the amount generated by the 12% franchise fee they remit to the City.

MOTION:

Approve staff recommendation.

CITY OF FONTANA, CALIFORNIA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF FONTANA WILL HOLD A PUBLIC HEARING CONCERNING THE RECORDING OF REAL PROPERTY LIENS AGAINST PROPERTIES SERVED BY THE CITY OF FONTANA RUBBISH COLLECTION CONTRACTOR (BURRTEC WASTE) FOR THOSE ACCOUNTS MORE THAN NINETY DAYS DELINQUENT, AND FURTHER, THE FORWARDING OF SAID LIENS TO THE COUNTY ASSESSOR'S OFFICE FOR ADDITION TO THE EXTENDED PROPERTY TAX ROLLS FOR COLLECTION. COPIES OF THE CERTIFIED LIEN LIST ARE AVAILABLE AT THE UTILITY BILLING DIVISION PUBLIC SERVICE COUNTER, 8353 SIERRA AVENUE, FONTANA, CALIFORNIA.

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.

DATE OF HEARING: JUNE 24, 2025

TIME OF HEARING: 2:00 P.M.

PLACE OF HEARING: CITY HALL COUNCIL CHAMBERS
8353 SIERRA AVENUE
FONTANA, CA 92335

ANY INTERESTED PARTY MAY APPEAR AT THE HEARING AND PRESENT ANY INFORMATION WHICH MAY BE OF ASSISTANCE TO THE CITY COUNCIL. IF YOU HAVE ANY QUESTIONS CONCERNING THIS MATTER, PLEASE CONTACT THE CUSTOMER SERVICE STAFF AT (909) 822-2396.

PUBLISH: JUNE 6, 2025
JUNE 13, 2025

PROOF OF PUBLICATION REQUESTED

CITY OF FONTANA, CALIFORNIA

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF FONTANA WILL HOLD A PUBLIC HEARING CONCERNING THE RECORDING OF REAL PROPERTY LIENS AGAINST PROPERTIES SERVED BY THE CITY OF FONTANA SANITARY SEWER SYSTEM FOR THOSE ACCOUNTS SIXTY DAYS OR MORE DELINQUENT, AND FURTHER, THE FORWARDING OF SAID LIENS TO THE COUNTY ASSESSOR'S OFFICE FOR ADDITION TO THE EXTENDED PROPERTY TAX ROLLS FOR COLLECTION. COPIES OF THE CERTIFIED LIEN LIST ARE AVAILABLE AT THE UTILITY BILLING DIVISION PUBLIC SERVICE COUNTER, 8353 SIERRA AVENUE, FONTANA, CALIFORNIA.

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.

DATE OF HEARING: JUNE 24, 2025

TIME OF HEARING: 2:00 P.M.

PLACE OF HEARING: CITY HALL COUNCIL CHAMBERS
8353 SIERRA AVENUE
FONTANA, CA 92335

ANY INTERESTED PARTY MAY APPEAR AT THE HEARING AND PRESENT ANY INFORMATION WHICH MAY BE OF ASSISTANCE TO THE CITY COUNCIL. IF YOU HAVE ANY QUESTIONS CONCERNING THIS MATTER, PLEASE CONTACT THE UTILITY BILLING CUSTOMER SERVICE STAFF AT (909) 350-7670.

PUBLISH: JUNE 6, 2025
JUNE 13, 2025

PROOF OF PUBLICATION REQUESTED

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF FONTANA WILL HOLD A PUBLIC HEARING CONCERNING THE RECORDING OF REAL PROPERTY LIENS AGAINST PROPERTIES PROVIDED WEED ABATEMENT SERVICES THROUGH THE CITY'S WEED ABATEMENT PROGRAM FOR THOSE ACCOUNTS THIRTY DAYS OR MORE DELINQUENT AND FURTHER, THE FORWARDING OF SAID LIENS TO THE COUNTY ASSESSOR'S OFFICE FOR ADDITION TO THE EXTENDED PROPERTY TAX ROLLS FOR COLLECTION. COPIES OF THE CERTIFIED LIEN LIST ARE AVAILABLE AT THE CUSTOMER SERVICE DIVISION PUBLIC SERVICE COUNTER, 8353 SIERRA AVENUE, FONTANA, CALIFORNIA.

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.

DATE OF HEARING: JUNE 24, 2025

TIME OF HEARING: 2:00 P.M.

PLACE OF HEARING: CITY HALL COUNCIL CHAMBERS
8353 SIERRA AVENUE
FONTANA, CA 92335

ANY INTERESTED PARTY MAY APPEAR AT THE HEARING AND PRESENT ANY INFORMATION WHICH MAY BE OF ASSISTANCE TO THE CITY COUNCIL. IF YOU HAVE ANY QUESTIONS CONCERNING THIS MATTER, PLEASE CONTACT THE BUSINESS SERVICES CUSTOMER SERVICE STAFF AT (909) 350-7683.

PUBLISH: JUNE 6, 2025
JUNE 13, 2025

PROOF OF PUBLICATION REQUESTED

RESOLUTION NO. 2025-044

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA,
CALIFORNIA, ADOPTING STATEMENT OF UNPAID EXPENSES FOR
WEED ABATEMENT AND IMPOSING A LIEN AGAINST PROPERTY
FOR PAYMENT**

WHEREAS, the City of Fontana ("City") has conducted its weed abatement program pursuant to the Fontana City Code, Section 27-1 *et. seq.*; and

WHEREAS, at its meeting on June 24, 2025, the City Council discussed and considered all expenses and other costs of abatement which have remained unpaid to date, as specified in the Statement of Unpaid Expenses for Weed Abatement, on file with the City Clerk for public review and incorporated herein by reference ("Statement"); and

WHEREAS, the City Council has read or heard and considered all evidence and testimony presented to it with respect thereto;

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

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

Section 2. Findings/ Approvals. All expenses and other costs noted on the Statement which remain unpaid to the City as of June 24, 2025, shall constitute a lien upon the real property against which the nuisance was abated, and shall be collected in any lawful means available to the City

Section 3. Findings/ Approvals. The City Clerk is directed to file for recording a "Notice of Lien for Weed Abatement" with the Office of the Recorder for San Bernardino County after June 24, 2025, against those real properties listed on the Statement for any expenses and other costs noted on the Statement which remain unpaid to the City

Section 4. The Auditor/Controller shall include the amount of the expenses on the bills for taxes levied against the real property against which the expenses have been imposed, and the same shall be collected in the same manner and together with the general taxes for the County of San Bernardino, and shall be subject to the same penalties, interest and collection.

Section 6. Effective Date. This Resolution shall become effective immediately.

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

severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 8. Certification. The City Clerk shall certify to the adoption of this Resolution.

Section 9. 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 24th day of June, 2025.

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

I, Germaine Key, City Clerk of the City of Fontana, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the 24th day of June, 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



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0240

Agenda #: B.

Agenda Date: 6/24/2025

Category: Public Hearing

FROM:

Development Services

SUBJECT:

Hold a Public Hearing and Consider Adoption of Resolution Adopting Increases for Solid Waste Service Charges

RECOMMENDATION:

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.

COUNCIL GOALS:

- Enhance the local environment for future generations and create a healthy economic and environmental future by encouraging conservation, waste reduction, and recycling in the community.
- Enhance the local environment for future generations and create a healthy economic and environmental future by promoting programs that encourage reducing Green House Gas emissions.

DISCUSSION:

Pursuant to the Integrated Solid Waste Agreement (Franchise Agreement) between the City of Fontana (City) and Burrtec Waste Industries, Inc. (Burrtec), Burrtec may annually apply for a rate adjustment and supply evidence to the City to support said adjustment. The Franchise Agreement provides for increases in Solid Waste Service rates due to the increase in (a) disposal fees at San Bernardino County landfills (so-called "tipping fees"), (b) recyclables and organics processing costs, and (c) the annual inflationary increases. If the Resolution is approved by the City Council, the solid waste rate increases will take effect July 1, 2025.

The proposed increases will also allow for future automatic increases commencing on July 1, 2026, through and including July 1, 2029, as follows:

- **CPI Adjustment:** The proposed maximum rates for Solid Waste Services in Exhibit A of the Resolution shall account for inflation, subject to a 6% cap on Maximum Permitted Service Rates. Beginning July 1, 2026, and each July 1 thereafter, through and including July 1, 2029, the then-current Maximum Permitted Service Rates will be adjusted by annual percentage change in the All Urbans Consumer Index (CPI-U), Riverside-San Bernardino-Ontario, CA, as

published by the U.S. Department of Labor, Bureau of Statistics.

- **Tipping Fees:** Beginning July 1, 2026, and each July 1 thereafter, through and including July 1, 2029, the then-current Maximum Permitted Service Rates will be annually adjusted for changes in tipping or gate fees charged by the landfill based on the percentage increase in the tipping fees applied to the maximum rates.
- **Processing Fees:** For the fiscal year beginning July 1, 2026, and annually thereafter on July 1 through and including July 1, 2029, the then-current Maximum Permitted Service Rates will be annually adjusted for changes in processing fees charged by any material recovery facility or processing facility that receives and processes waste generated in Fontana.

Residential Rates:

The proposed rate for residential service will increase from \$36.15 per month to \$37.63 per month. The senior citizen discounted rate will increase from \$28.92 per month to \$30.10 per month. Residents that are 60 years or older qualify for the senior discount.

Commercial Rates:

In addition to their residential service rates, Burrtec is also requesting adjustments to their commercial service rates. For example, a 3-yard bin for trash, serviced once per week, will change from \$233.28 to \$239.35.

Proposition 218 Procedures

A notice was mailed to property owners and tenants receiving solid waste services regarding the public hearing and proposed solid waste rate increases pursuant to Proposition 218 at least 45 days before the hearing.

Staff is recommending the City Council conduct a Public Hearing to hear and consider all information, including all protests and objections concerning the proposed increase, and to consider adoption of the proposed solid waste rates. If at the close of the Public Hearing, the City Council does not receive a majority protest (i.e., written protests from 50% plus 1 of parcels affected by the proposed rate increase), the City Council may approve the proposed Resolution adopting the solid waste rate increases effective July 1, 2025.

The City is conducting this Proposition 218 majority protest proceeding out of an abundance of caution and without conceding the applicability of Proposition 218 to Solid Waste Service.

FISCAL IMPACT:

The financial impact associated with the approval of this item is an estimated increase in revenue to the City of \$225,000 in franchise fee revenue and household hazardous waste collections for fiscal year 2025-26.

MOTION:

Approve staff recommendation

RESOLUTION NO. 2025-XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA, ADOPTING INCREASES TO SOLID WASTE SERVICE CHARGES

WHEREAS, pursuant to Fontana Municipal Code (“FMC”) Section 24-44, the City Council may approve changes to rates for solid waste collection services furnished to commercial and residential properties within the City; and

WHEREAS, pursuant to FMC Section 24-31, Burrtec Waste Industries ("Burrtec") provides for the collection, transportation, processing and disposal of garbage, recyclables, and organic waste to residential and commercial properties within the City (collectively, “Solid Waste Service”) pursuant to an exclusive franchise agreement; and

WHEREAS, the rate structure for Solid Waste Service is for two customer classes: (i) residential (including multi-family); and (ii) commercial, and the rates for Solid Waste Service (“Rates” or “Charges”) for each customer class is determined based upon: (i) the type of service received by a property (e.g., collection of garbage, recyclables, or organic waste), (ii) the frequency of pickups per week; and (iii) the size of the container serving the property; and

WHEREAS, pursuant to the franchise agreement, Burrtec is entitled to rate increases for Solid Waste Service due to the increase in disposal fees at the San Bernardino County landfills (often referred to as “tipping fees”), recyclable and organics processing costs, and annual inflationary adjustments; and

WHEREAS, revenues derived from the Charges will not exceed the funds required to provide the Solid Waste Service for which the Rates are imposed, and will be used solely for the purpose of defraying costs incurred in providing the Solid Waste Service, including but not limited to, garbage, recycling, and organic waste pickup, transportation, processing, disposal, facilities and equipment maintenance, capital projects and financing, and billing and accounting management; and

WHEREAS, article XIII D, section 6 of the California Constitution (“Article XIII D”) requires that prior to imposing any increase to the Rates, the City shall provide written notice (the “Notice”) by mail of the new or increased Rates to the record owner of each parcel upon which the Rates are proposed for imposition and any tenant directly liable for payment of the Rates, the amount of the Rates proposed to be imposed on each parcel, the basis upon which the Rates were calculated, the reason for the Rates, and the date, time and location of a public hearing (the “Hearing”) on the proposed Rates; and

WHEREAS, pursuant to Article XIII D such Notice is required to be provided to the affected property owners and any tenant directly liable for the payment of the Rates not less than forty-five (45) days prior to the Hearing on the proposed Rates, and the City provided such notice in compliance with Article XIII D; and

WHEREAS, the Hearing was held on this day, June 24, 2025; and

WHEREAS, at the Hearing the City Council heard and considered all oral testimony, written materials, and written protests concerning the establishment and imposition of the proposed increases for the Rates, and at the close of the Hearing the City did not receive written protests against the establishment and imposition of the proposed increases for the Rates from a majority of the affected property owners and tenants of the properties subject to the Rates; and

WHEREAS, the City Council has determined that it is necessary to impose increased Rates for its Solid Waste Service for residential and commercial customers; and

WHEREAS, the City Council now desires to establish and impose the proposed Rates for residential and commercial customers as set forth in Exhibit "A" effective July 1, 2025; and

WHEREAS, the City Council also desires to establish annual automatic adjustments beginning July 1, 2026, and each July 1 thereafter, through and including July 1, 2029, to increase the maximum Rates due to annual increases in inflation, disposal fees, and processing fees.

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. Adoption of Solid Waste Service Rates. The City Council hereby adopts the Solid Waste Service Rates, effective July 1, 2025, in the amounts, and at the rates set forth in Exhibit "A," attached hereto and incorporated herein by this reference.

Section 3. Authorization for Annual Inflationary Adjustments. The City Council hereby adopts the annual inflationary adjustments for the maximum Solid Waste Service Rates effective July 1, 2026, and each July 1 thereafter, through and including July 1, 2029 without further public hearings. Pursuant to such authority, the City shall be authorized to annually increase the then-current maximum Solid Waste Service Rates to account for any Rate increase as a result of the annual percentage change in the All Urbans Consumer Index (CPI-U), Riverside-San Bernardino-Ontario, CA, as published by the U.S. Department of Labor, Bureau of Statistics. The City shall not increase the Rates for inflation by more than six percent (6%) in any year.

Section 4. Authorization for Annual Disposal Fee Adjustments. Beginning July 1, 2026, and each July 1 thereafter, through and including July 1, 2029, the then-current maximum Solid Waste Service Rates shall also be annually adjusted for changes in tipping or gate fees charged by the landfill based on the percentage increase in the tipping fees applied to the maximum rates.

Section 5. Authorization for Annual Processing Fee Adjustments. Beginning July 1, 2026, and each July 1 thereafter, through and including July 1, 2029, the then-

current maximum Solid Waste Service Rates shall also be annually adjusted for changes in processing fees charged by any material recovery facility or processing facility that receives and processes waste generated in the City.

Section 6. In no event shall any of the annual automatic adjustments in Sections 3-5 cause the Rates to exceed the cost of providing the Solid Waste Service. Prior to implementing any increase in the Rates as a result of the annual automatic adjustments, the City shall provide written notice of the Rate increase at least thirty (30) days in advance of the effective date.

Section 7. CEQA. The City Council finds that the administration, operation, maintenance, and improvements of the City's solid waste system, which are to be funded by the Rates, and set forth herein, are necessary to maintain service within the City's existing solid waste service area as described herein. The City Council further finds that the administration, operation, maintenance and improvements of the City's solid waste system, to be funded by the Rates, will not expand the City's solid waste system. The City Council further finds that the adoption of the Rates is necessary and reasonable to fund the administration, operation, maintenance and improvements of the City's solid waste system. Based on these findings, the City Council determines that the adoption of the Rates established by this Resolution are exempt from the requirements of the California Environmental Quality Act pursuant to section 21080(b)(8) of the Public Resources Code and section 15273(a) of the State CEQA Guidelines. The documents and materials that constitute the record of proceedings on which these findings have been based are located at City of Fontana, 8353 Sierra Avenue, Fontana, CA 92335. The custodian for these records is the City Clerk of the City.

Section 8. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

Section 9. Conflicts. All prior actions of the City Council, including resolutions, ordinances, or parts thereof, that are inconsistent with any provision of this Resolution are hereby superseded by this Resolution to the extent of such inconsistency.

Section 10. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 24th day of June, 2025.

READ AND APPROVED AS TO LEGAL FORM:

Ruben Duran, City Attorney

I, Germaine McClellan Key, City Clerk 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 24th day of June, 2025, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Germaine McClellan Key, City Clerk

Acquanetta Warren, Mayor

ATTEST:

Germaine McClellan Key, City Clerk

Attachments:

Exhibit A – Maximum Solid Waste Rates Effective July 1, 2025

**CITY OF FONTANA
PROPOSED RATE INCREASE**

Service Type			Current Rate	2024 Rates	2025 Rates	Service Type			Current Rate	2024 Rates	2025 Rates
2	2		\$ 259.35	\$ 259.35	\$ 287.44	26 - 50 Feet	2		\$ 97.10	\$ 97.10	\$ 100.22
2	3		\$ 355.57	\$ 355.57	\$ 396.61	26 - 50 Feet	3		\$ 145.65	\$ 145.65	\$ 150.32
2	4		\$ 452.97	\$ 452.97	\$ 507.03	26 - 50 Feet	4		\$ 194.19	\$ 194.19	\$ 200.42
2	5		\$ 575.49	\$ 575.49	\$ 643.36	26 - 50 Feet	5		\$ 242.75	\$ 242.75	\$ 250.54
2	6		\$ 645.90	\$ 645.90	\$ 725.91	26 - 50 Feet	6		\$ 291.29	\$ 291.29	\$ 300.64
2	7		\$ 781.20	\$ 781.20	\$ 875.44	26 - 50 Feet	7		\$ 339.84	\$ 339.84	\$ 350.75
3	1		\$ 183.65	\$ 183.65	\$ 204.38	51 - 75 Feet	1		\$ 72.82	\$ 72.82	\$ 75.16
3	2		\$ 334.93	\$ 334.93	\$ 375.32	51 - 75 Feet	2		\$ 145.65	\$ 145.65	\$ 150.32
3	3		\$ 467.07	\$ 467.07	\$ 526.52	51 - 75 Feet	3		\$ 218.47	\$ 218.47	\$ 225.48
3	4		\$ 602.15	\$ 602.15	\$ 680.76	51 - 75 Feet	4		\$ 291.29	\$ 291.29	\$ 300.64
3	5		\$ 735.31	\$ 735.31	\$ 833.02	51 - 75 Feet	5		\$ 364.11	\$ 364.11	\$ 375.79
3	6		\$ 870.83	\$ 870.83	\$ 987.70	51 - 75 Feet	6		\$ 436.94	\$ 436.94	\$ 450.96
3	7		\$ 1,050.35	\$ 1,050.35	\$ 1,187.82	51 - 75 Feet	7		\$ 509.76	\$ 509.76	\$ 526.12
Barrel						Over 75 Feet			\$182.7 p/hour	\$182.7 p/hour	\$188.56 p/hour
65Gal	1		\$ 31.65	\$ 31.65	\$ 34.27						
Commercial - Extra Recycling						All Miscellaneous Services					
Bins						Other					
1	1		\$ 87.32	\$ 87.32	\$ 89.65	Extra Pick Up					
1	2		\$ 129.34	\$ 129.34	\$ 132.51	Barrel - Scheduled Day			\$19.77	\$19.77	\$20.40
1	3		\$ 160.28	\$ 160.28	\$ 163.98	Barrel - Non-Scheduled Day			\$32.94	\$32.94	\$34.00
1	4		\$ 193.67	\$ 193.67	\$ 197.95	Bin - Scheduled Day			\$63.40	\$63.40	\$65.43
1	5		\$ 223.22	\$ 223.22	\$ 227.94	Bin - Non-Scheduled Day			\$89.73	\$89.73	\$92.61
1	6		\$ 256.80	\$ 256.80	\$ 262.13	Compactor			\$101.18	\$101.18	\$104.43
1	7		\$ 315.97	\$ 315.97	\$ 322.70	Compactor- Non-Scheduled Day			\$127.51	\$127.51	\$131.60
1.5	1		\$ 99.55	\$ 99.55	\$ 102.01	Large/Bulky Item - Service Charge			\$41.52	\$41.52	\$42.85
1.5	2		\$ 154.57	\$ 154.57	\$ 158.07	Large/Bulky Item - per Item Charge			\$15.23	\$15.23	\$15.72
1.5	3		\$ 200.59	\$ 200.59	\$ 204.84	Contamination Fee - Recycling			\$68.05	\$68.05	\$70.23
1.5	4		\$ 245.44	\$ 245.44	\$ 250.41	Contamination Fee - Green Waste			\$68.05	\$68.05	\$70.23
1.5	5		\$ 288.98	\$ 288.98	\$ 294.61	Counter Balance Lid			\$12.75	\$12.75	\$13.16
1.5	6		\$ 332.80	\$ 332.80	\$ 339.11	Locking Bars - Initial Setup			\$38.79	\$38.79	\$40.03
1.5	7		\$ 409.01	\$ 409.01	\$ 417.05	Locking Bars - Monthly Fee			\$8.29	\$8.29	\$8.56
2	1		\$ 116.31	\$ 116.31	\$ 119.06	Steam Clean 40yd Compactor			\$214.47	\$214.47	\$221.35
2	2		\$ 191.88	\$ 191.88	\$ 196.10						
2	3		\$ 254.35	\$ 254.35	\$ 259.60	Residential/Commercial					
2	4		\$ 318.02	\$ 318.02	\$ 324.34	Barrel Services					
2	5		\$ 406.81	\$ 406.81	\$ 415.01	- Barrel Exchange (first exchange free)			\$19.25	\$19.25	\$19.87
2	6		\$ 443.48	\$ 443.48	\$ 451.89	charge does not apply to graffiti or damaged barrels					
2	7		\$ 545.05	\$ 545.05	\$ 555.75	- Barrel Replacement			\$82.94	\$82.94	\$85.60
3	1		\$ 133.05	\$ 133.05	\$ 135.86	resdl-customer damaged, comml-lost or stolen					
3	2		\$ 233.72	\$ 233.72	\$ 238.31	Bin Services					
3	3		\$ 315.25	\$ 315.25	\$ 321.00	- Bin Exchange (first exchange fee)			\$96.28	\$96.28	\$99.37
3	4		\$ 399.73	\$ 399.73	\$ 406.74	charge does not apply to graffiti or damaged bins					
3	5		\$ 482.30	\$ 482.30	\$ 490.49	- Bin Replacement + actual cost of bin			\$106.66	\$106.66	\$110.08
3	6		\$ 567.20	\$ 567.20	\$ 576.67	comml-lost or stolen					
3	7		\$ 696.13	\$ 696.13	\$ 708.27						
4	1		\$ 151.09	\$ 151.09	\$ 154.01	Roll Off					
4	2		\$ 266.23	\$ 266.23	\$ 270.89	Rental Fee			\$39.08	\$39.08	\$40.33
4	3		\$ 360.10	\$ 360.10	\$ 365.84	End Dump Fee (Hourly Rate)			\$222.14	\$222.14	\$229.09
4	4		\$ 457.25	\$ 457.25	\$ 464.16	Relocation/Dry Run Fee (per occurrence 5 mile radius)			\$97.74	\$97.74	\$100.88
4	5		\$ 552.26	\$ 552.26	\$ 560.28	Tilthopper			\$49.85	\$49.85	\$51.45
4	6		\$ 649.90	\$ 649.90	\$ 659.10	RO 40Yrd Retractable Lid Monthly Rental			\$279.99	\$279.99	\$288.97
4	7		\$ 796.41	\$ 796.41	\$ 808.39	Roll Off Liner			\$127.22	\$127.22	\$131.30
						Audit Bin			\$180.70	\$180.70	\$186.50
Compactor Recycling						Audit RO			\$361.41	\$361.41	\$373.01
4	1			\$220.17	\$ 221.42	Receiver rental (per month)			\$265.03	\$265.03	\$273.53
4	2			\$394.68	\$ 395.69	Compactor rental (per month)			\$371.05	\$371.05	\$382.95
4	3			\$570.92	\$ 571.77	Residential Barrel Rollout Fee (+ Base Rate)			NA	NA	\$41.06
6	1			\$321.80	\$ 323.39						
6	2			\$578.32	\$ 579.41						
6	3			\$798.24	\$ 797.66						
Barrel											
65Gal	1		\$ 29.69	\$ 29.69	\$ 30.48						

CITY OF FONTANA
Notice of Public Hearing on Proposed Increase in
Solid Waste Rates

Tuesday, June 24, 2025 at 2:00 p.m
City of Fontana Council Chambers, 8353 Sierra Avenue, Fontana, CA 92335

Notice is hereby given that the Fontana City Council will hold a public hearing at the above date and time to consider adopting increases to the rates for residential and commercial trash/solid waste, recycling, and organic waste services within the City (collectively, "Solid Waste Services"). This notice is being provided to you at least 45 days in advance of the public hearing as a property owner of record of the property receiving Solid Waste Services, or a tenant directly liable for payment of Solid Waste Services.

Public Hearing Process: All Fontana property owners of record and customers are invited to attend this public hearing. The Fontana City Council will hear and consider all materials and testimony as well as all written protests against the proposed rate increases. At the close of the public hearing, the City Council may adopt new rates if written protests against the proposed increases are not presented by a majority of identified parcels upon which the proposed rates are to be charged. If adopted, the rates in Exhibit A take effect on July 1, 2025. As noted in more detail below, the rates may also be adjusted for Annual Automatic Adjustments (as defined below) for a five-year period. Residential customers will have their Solid Waste Service charges for the fiscal year (July 1 – June 30) billed on their property tax bill. Commercial customers will have their Solid Waste Service charges billed directly by Burrtec on a monthly basis.

Proposed Rate Increases: The request for the proposed rate increase is based upon the City's existing solid waste franchise agreement with Burrtec Waste Industries, Inc. ("Franchise Agreement"). The rates will apply to customer classes: (1) residential (including multi-family), and (2) commercial (including industrial). The rates in Exhibit A are monthly rates and determined based on the type of service received by a property, the frequency with which such service is received, and the size of the bins or other receptacles serving the property, as set forth in Exhibit A. The Franchise Agreement provides for increases in Solid Waste Service rates due to the increase in (a) disposal fees at San Bernardino County landfills (so-called "tipping fees"), (b) recyclables and organics processing costs, and (c) the annual inflationary increases (as described below).

Revenues derived from the solid waste rates are used to cover costs incurred to provide efficient Solid Waste Services, including collection, transportation, recycling, processing and disposal, facilities and equipment maintenance, capital projects and financing, and billing and account management.

How will the proposed rate increases affect my refuse bill? By way of example, the current monthly single family residential rate is \$36.15 and would increase to \$37.63 on July 1, 2025. The current monthly commercial rate for a 3.0 cubic yard bin serviced one time per week is \$233.28 and would increase to \$239.35. A full breakdown of proposed rates is attached hereto as Exhibit A.

Annual Automatic Increases: Because the City anticipates future increases in the cost of providing solid waste services that Burrtec will charge pursuant to the Franchise Agreement, the City is also proposing to automatically increase the rates for solid waste service as follows:

- **CPI Adjustment:** The proposed maximum rates for Solid Waste Services in Exhibit A account for inflation, subject to a 6% cap on Maximum Permitted Service Rates. Beginning July 1, 2026, and each July 1 thereafter, through and including July 1, 2029, the then-current Maximum Permitted Service Rates will be adjusted by annual percentage change in the All Urbans Consumer Index (CPI-U), Riverside-San Bernardino-Ontario, CA, as published by the U.S. Department of Labor, Bureau of Statistics.
- **Tipping Fees:** Beginning July 1, 2026, and each July 1 thereafter, through and including July 1, 2029, the then-current Maximum Permitted Service Rates will be annually adjusted for changes in tipping or gate fees charged by the landfill based on the percentage increase in the tipping fees applied to the maximum rates.

Processing Fees: For the fiscal year beginning July 1, 2026, and annually thereafter on July 1 through and including July 1, 2029, the then-current Maximum Permitted Service Rates will be annually adjusted for changes in processing fees charged by any material recovery facility or processing facility that receives and processes waste generated in Fontana.

In no event shall Solid Waste Services rates as adjusted by the Annual Adjustments exceed the City's cost of providing Solid Waste Services.

To protest the proposed rate increases, you must submit a written protest: Any property owner of a parcel upon which the Solid Waste Services rates are proposed to be imposed, or any customer of record directly liable for payment, may submit a written protest to the proposed rate increases. To oppose the proposed rate increases, you must submit a written protest, even if you plan to attend the public hearing. Your written protest must be actually received (not postmarked) by the Fontana City Clerk prior to the close of the public hearing. **Oral, telephonic and e-mail protests will not be accepted.** You must sign the protest and include: 1) your name and signature, 2) your street address, and 3) a clear written statement protesting the rate increase. Please identify on the front of the envelope that the enclosed letter is for the "2025 Solid Waste Rate Increase Public Hearing". You may mail or deliver your written protest in person to: City of Fontana, Office of the City Clerk, 8353 Sierra Avenue, Fontana, CA 92335. Only one written protest will be counted per identified parcel. The City is conducting this Proposition 218 majority protest proceeding out of an abundance of caution and without conceding the applicability of Proposition 218 to Solid Waste Service.

If you have any questions regarding this notice, please contact Leslie Graciano at (909) 428-8819.

**CITY OF FONTANA
PROPOSED RATE INCREASE**

Service Type			Current Rate	2024 Rates	2025 Rates	Service Type			Current Rate	2024 Rates	2025 Rates
2	2		\$ 259.35	\$ 259.35	\$ 287.44	26 - 50 Feet	2		\$ 97.10	\$ 97.10	\$ 100.22
2	3		\$ 355.57	\$ 355.57	\$ 396.61	26 - 50 Feet	3		\$ 145.65	\$ 145.65	\$ 150.32
2	4		\$ 452.97	\$ 452.97	\$ 507.03	26 - 50 Feet	4		\$ 194.19	\$ 194.19	\$ 200.42
2	5		\$ 575.49	\$ 575.49	\$ 643.36	26 - 50 Feet	5		\$ 242.75	\$ 242.75	\$ 250.54
2	6		\$ 645.90	\$ 645.90	\$ 725.91	26 - 50 Feet	6		\$ 291.29	\$ 291.29	\$ 300.64
2	7		\$ 781.20	\$ 781.20	\$ 875.44	26 - 50 Feet	7		\$ 339.84	\$ 339.84	\$ 350.75
3	1		\$ 183.65	\$ 183.65	\$ 204.38	51 - 75 Feet	1		\$ 72.82	\$ 72.82	\$ 75.16
3	2		\$ 334.93	\$ 334.93	\$ 375.32	51 - 75 Feet	2		\$ 145.65	\$ 145.65	\$ 150.32
3	3		\$ 467.07	\$ 467.07	\$ 526.52	51 - 75 Feet	3		\$ 218.47	\$ 218.47	\$ 225.48
3	4		\$ 602.15	\$ 602.15	\$ 680.76	51 - 75 Feet	4		\$ 291.29	\$ 291.29	\$ 300.64
3	5		\$ 735.31	\$ 735.31	\$ 833.02	51 - 75 Feet	5		\$ 364.11	\$ 364.11	\$ 375.79
3	6		\$ 870.83	\$ 870.83	\$ 987.70	51 - 75 Feet	6		\$ 436.94	\$ 436.94	\$ 450.96
3	7		\$ 1,050.35	\$ 1,050.35	\$ 1,187.82	51 - 75 Feet	7		\$ 509.76	\$ 509.76	\$ 526.12
Barrel						Over 75 Feet			\$182.7 p/hour	\$182.7 p/hour	\$188.56 p/hour
65Gal	1		\$ 31.65	\$ 31.65	\$ 34.27						
Commercial - Extra Recycling						All Miscellaneous Services					
Bins						Other					
1	1		\$ 87.32	\$ 87.32	\$ 89.65	Extra Pick Up					
1	2		\$ 129.34	\$ 129.34	\$ 132.51	Barrel - Scheduled Day			\$19.77	\$19.77	\$20.40
1	3		\$ 160.28	\$ 160.28	\$ 163.98	Barrel - Non-Scheduled Day			\$32.94	\$32.94	\$34.00
1	4		\$ 193.67	\$ 193.67	\$ 197.95	Bin - Scheduled Day			\$63.40	\$63.40	\$65.43
1	5		\$ 223.22	\$ 223.22	\$ 227.94	Bin - Non-Scheduled Day			\$89.73	\$89.73	\$92.61
1	6		\$ 256.80	\$ 256.80	\$ 262.13	Compactor			\$101.18	\$101.18	\$104.43
1	7		\$ 315.97	\$ 315.97	\$ 322.70	Compactor- Non-Scheduled Day			\$127.51	\$127.51	\$131.60
1.5	1		\$ 99.55	\$ 99.55	\$ 102.01	Large/Bulky Item - Service Charge			\$41.52	\$41.52	\$42.85
1.5	2		\$ 154.57	\$ 154.57	\$ 158.07	Large/Bulky Item - per Item Charge			\$15.23	\$15.23	\$15.72
1.5	3		\$ 200.59	\$ 200.59	\$ 204.84	Contamination Fee - Recycling			\$68.05	\$68.05	\$70.23
1.5	4		\$ 245.44	\$ 245.44	\$ 250.41	Contamination Fee - Green Waste			\$68.05	\$68.05	\$70.23
1.5	5		\$ 288.98	\$ 288.98	\$ 294.61	Counter Balance Lid			\$12.75	\$12.75	\$13.16
1.5	6		\$ 332.80	\$ 332.80	\$ 339.11	Locking Bars - Initial Setup			\$38.79	\$38.79	\$40.03
1.5	7		\$ 409.01	\$ 409.01	\$ 417.05	Locking Bars - Monthly Fee			\$8.29	\$8.29	\$8.56
2	1		\$ 116.31	\$ 116.31	\$ 119.06	Steam Clean 40yd Compactor			\$214.47	\$214.47	\$221.35
2	2		\$ 191.88	\$ 191.88	\$ 196.10						
2	3		\$ 254.35	\$ 254.35	\$ 259.60	Residential/Commercial					
2	4		\$ 318.02	\$ 318.02	\$ 324.34	Barrel Services					
2	5		\$ 406.81	\$ 406.81	\$ 415.01	- Barrel Exchange (first exchange free)			\$19.25	\$19.25	\$19.87
2	6		\$ 443.48	\$ 443.48	\$ 451.89	charge does not apply to graffiti or damaged barrels					
2	7		\$ 545.05	\$ 545.05	\$ 555.75	- Barrel Replacement			\$82.94	\$82.94	\$85.60
3	1		\$ 133.05	\$ 133.05	\$ 135.86	resdl-customer damaged, comml-lost or stolen					
3	2		\$ 233.72	\$ 233.72	\$ 238.31	Bin Services					
3	3		\$ 315.25	\$ 315.25	\$ 321.00	- Bin Exchange (first exchange fee)			\$96.28	\$96.28	\$99.37
3	4		\$ 399.73	\$ 399.73	\$ 406.74	charge does not apply to graffiti or damaged bins					
3	5		\$ 482.30	\$ 482.30	\$ 490.49	- Bin Replacement + actual cost of bin			\$106.66	\$106.66	\$110.08
3	6		\$ 567.20	\$ 567.20	\$ 576.67	comml-lost or stolen					
3	7		\$ 696.13	\$ 696.13	\$ 708.27						
4	1		\$ 151.09	\$ 151.09	\$ 154.01	Roll Off					
4	2		\$ 266.23	\$ 266.23	\$ 270.89	Rental Fee			\$39.08	\$39.08	\$40.33
4	3		\$ 360.10	\$ 360.10	\$ 365.84	End Dump Fee (Hourly Rate)			\$222.14	\$222.14	\$229.09
4	4		\$ 457.25	\$ 457.25	\$ 464.16	Relocation/Dry Run Fee (per occurrence 5 mile radius)			\$97.74	\$97.74	\$100.88
4	5		\$ 552.26	\$ 552.26	\$ 560.28	Tilthopper			\$49.85	\$49.85	\$51.45
4	6		\$ 649.90	\$ 649.90	\$ 659.10	RO 40Yrd Retractable Lid Monthly Rental			\$279.99	\$279.99	\$288.97
4	7		\$ 796.41	\$ 796.41	\$ 808.39	Roll Off Liner			\$127.22	\$127.22	\$131.30
						Audit Bin			\$180.70	\$180.70	\$186.50
Compactor Recycling						Audit RO			\$361.41	\$361.41	\$373.01
4	1			\$220.17	\$ 221.42	Receiver rental (per month)			\$265.03	\$265.03	\$273.53
4	2			\$394.68	\$ 395.69	Compactor rental (per month)			\$371.05	\$371.05	\$382.95
4	3			\$570.92	\$ 571.77	Residential Barrel Rollout Fee (+ Base Rate)			NA	NA	\$41.06
6	1			\$321.80	\$ 323.39						
6	2			\$578.32	\$ 579.41						
6	3			\$798.24	\$ 797.66						
Barrel											
65Gal	1		\$ 29.69	\$ 29.69	\$ 30.48						



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

City Council Meeting

File #: 25-0328

Agenda #: A.

Agenda Date: 6/24/2025

Category: New Business

FROM:

Administrative Services

SUBJECT:

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

RECOMMENDATION:

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

COUNCIL 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:

The City of Fontana has begun a revitalization program of the greater downtown Fontana region which includes the Fontana City Hall Campus. Fontana continues to invest in public art installations, public memorial displays, and updated public buildings.

It is imperative that The City maintain the value of these investments to protect the use of public funds.

The City Hall Campus, as well as the greater Downtown Fontana Region, have endured several instances of vandalism and property damage. This damage as cumulatively exceeded 100's of thousands of dollars that must be repaired at the public's expense.

In an effort to reduce or eliminate the damage caused to the Fontana City Hall Campus by vandals, staff recommends establishing closure hours for the City Hall Campus.

Attached is an addition to Chapter 25 of the Fontana Municipal Code establishing closure hours of the Fontana City Hall Campus between the hours of 9PM and 6AM Sunday through Saturday. Exceptions will be made for City sanctioned or hosted events on the City Hall Campus.

This addition to the Fontana Municipal Code will give the Fontana Police Department an additional tool to help reduce vandalism of City Property.

FISCAL IMPACT:

There is no direct fiscal impact from this item.

MOTION:

Approve staff recommendation of establishing closure hours of the Fontana City Hall Campus.

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

Ordinance No. 1971

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.