

City of Fontana

8353 Sierra Avenue
Fontana, CA 92335



Regular Agenda

Next Reso. FCF 2024-002

Tuesday, July 9, 2024

2:00 PM

Grover W. Taylor Council Chambers

Community Foundation

Acquanetta Warren - Foundation Chairperson

Peter A. Garcia - Board Member

Phillip Cothran - Board Member

John B. Roberts - Board Member

Jesus "Jesse" Sandoval - Board Member

Germaine Key - Foundation Secretary

Matthew Ballantyne, Foundation President

Ray Ebert, Foundtion Vice-President

Jessica Brown - Foundation Treasurer

Best, Best and Krieger, Foundation Attorney

Welcome to the Meeting!

Welcome to the City of Fontana meeting. 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.

CALL TO ORDER/ROLL CALL:

A. Call the Meeting to Order

PUBLIC COMMUNICATIONS:

This is an opportunity for citizens to speak to the members of the meeting for up to 3 minutes on items not on the Agenda, but within the Foundation's jurisdiction. The Foundation is prohibited by law from discussing or taking immediate action on non-agendized items.

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 they are voted on, unless a member requests a specific item be removed from the Consent Calendar for discussion. Does any member of the public wish to address the Authority regarding any item on the Consent Calendar before the vote is taken?

A. Approval of Minutes

[21-3136](#)

Approve the minutes of the February 27, 2024, Community Foundation Meeting.

Attachments: [Community Foundation Meeting Minutes 02-27-2024.pdf](#)

B. Contract with Tomorrow's Talent for Fontana Mayor's Education Coalition [21-3129](#)

Authorize City Manager to Execute Contract with Tomorrow's Talent on behalf of the Fontana Mayor's Education Coalition

Attachments: [Agreement_CityOfFontana_062024.pdf](#)

EXECUTIVE DIRECTOR'S COMMUNICATIONS:

A. Executive Director's Communications

ELECTED OFFICIALS COMMUNICATIONS/COMMITTEE REPORTS:

A. Elected Officials Communications/Committee Reports

ADJOURNMENT:

A. Adjournment

Adjourn to the next Regular Community Foundation Meeting at 2:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

Community Foundation

File #: 21-3136

Agenda #: A.

Agenda Date: 7/9/2024

Category: Consent Calendar

FROM:

City Clerk

SUBJECT:

Approval of Minutes

RECOMMENDATION:

Approve the minutes of the February 27, 2024, Community Foundation 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 Foundation will consider approval of the minutes of the February 27, 2024, Regular Community Foundation meeting. The draft minutes are attached to this report for Foundation review and approval.

FISCAL IMPACT:

None.

MOTION:

Approve staff recommendation.

City of Fontana

8353 Sierra Avenue
Fontana, CA 92335



Minutes

Tuesday, February 27, 2024

2:00 PM

Grover W. Taylor Council Chambers

Community Foundation

Acquanetta Warren - Foundation Chairperson

Peter A. Garcia - Board Member

Phillip Cothran - Board Member

John B. Roberts - Board Member

Jesus "Jesse" Sandoval - Board Member

Germaine Key - Foundation Secretary

Matthew Ballantyne, Foundation President

Ray Ebert, Foundtion Vice-President

Jessica Brown - Foundation Treasurer

Best, Best and Krieger, Foundation Attorney

CALL TO ORDER/ROLL CALL:

A. 2:00 P.M. Call the Meeting to Order:

A Regular Meeting of the Fontana Community Foundation was held in the Grover W. Taylor Council Chambers, 8353 Sierra Avenue, Fontana, CA 92335, on Tuesday, January 23, 2024.

Chairperson Warren called the meeting to order at 2:04 p.m.

ROLL CALL:

PRESENT: Chair Warren, Vice-Chair Garcia, Board Members Cothran, Roberts and Sandoval.

Absent: None

Foundation Secretary Key and City Treasurer Koehler- Brooks were also in attendance.

PUBLIC COMMUNICATIONS:

A. Public Communications

There were no public communications received.

CONSENT CALENDAR:

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

A. Approval of Minutes 21-2859

Approve the minutes of the January 23, 2024, Community Foundation Meeting.

B. Amendment to Community Foundation By-Laws 21-2849

Approve Amendment to the Community Foundation By-Laws

EXECUTIVE DIRECTOR'S COMMUNICATIONS:

A. Executive Director's Communications

No Executive Director's Communications were received.

ELECTED OFFICIALS COMMUNICATIONS/COMMITTEE REPORTS:

A. Elected Officials Communications/Committee Reports

No Elected Officials Communications were received.

ADJOURNMENT:

A. Adjournment

Chairperson Warren adjourned the meeting at 3:39 p.m.

Acquanetta Warren
Chair

THE FOREGOING MINUTES WERE ADOPTED AND APPROVED BY THE FONTANA
COMMUNITY FOUNDATION ON JULY 9, 2024.

Germaine Key
Foundation Secretary



City of Fontana

8353 Sierra Avenue
Fontana, CA 92335

Action Report

Community Foundation

File #: 21-3129

Agenda #: B.

Agenda Date: 7/9/2024

Category: Consent Calendar

FROM:

City Manager's Office

SUBJECT:

Contract with Tomorrow's Talent for Fontana Mayor's Education Coalition

RECOMMENDATION:

Authorize City Manager to Execute Contract with Tomorrow's Talent on behalf of the Fontana Mayor's Education Coalition

COUNCIL GOALS:

- Promote economic development by concentrating on job creation.
- Increase citizen involvement by Developing future leaders.

DISCUSSION:

In 2018, the City of Fontana established the Fontana Mayor's Education Coalition to develop a skilled workforce pipeline. The Coalition is an intentional partnership of stakeholders from education, business, and the community committed to creating fulfilling career opportunities for local students.

Over its six-year history, the Coalition has created unique career-pathway initiatives designed to inspire and engage high school students throughout the City around the college, career, and trade opportunities in front of them.

The FY24-25 series will focus on skill development, rather than focusing on specific industries. In partnership with Tomorrow's Talent, the coalition will design hands-on business experiences that will expose high school students to a variety of skills that can be applied to different occupations. These business experiences are called Pathfinder Days.

The primary objective of Pathfinder Day is to provide students with immersive micro-internship experiences at local employers' worksites, offering them a glimpse into the real-world environment and practices of various industries.

Detailed Activities include:

- **Provide Real-World Experiences:** Offer students immersive micro-internship experiences with local employers to gain firsthand exposure to various industries' real-world environments and practices.
- **Facilitate Career Exploration:** Enable students to explore different career pathways by participating in hands-on activities and engaging with professionals in their field of interest.
- **Reinforce Learning:** Incorporate reflection exercises to encourage students to analyze and synthesize their experiences, reinforcing the knowledge gained during the Pathfinder's Day.

- Simplify Logistics: Coordinate with local employers to prepare and organize micro-internship experiences, ensuring seamless logistics and ease of participation for educators and students.

Contract Term: 12 months

Contract Expense: \$10,378.00

FISCAL IMPACT:

At first quarter a request will be done to request and appropriate \$10,378 from Community Foundation to Mayor's Education Coalition 29910200-8130 to fulfill the expense of the contract.

MOTION:

Staff Recommends Approval of the contract and funds request.

CITY OF FONTANA

At Tomorrow's Talent, we believe that strengthening the alignment between education and employers and properly supporting new graduates will create a pipeline for local talent who thrive in local jobs resulting in a stronger local economy for all. We understand the different purposes, operational tempos, financial models, cultures, and languages of educational institutions and employers, which allows us to effectively build bridges between them. Bridges that tomorrow's talented employees can more easily navigate on their way to a thriving career.

Tomorrow's Talent, in collaboration with the City of Fontana, is excited to present Pathfinder Day, a program designed to provide students with enriching micro-internship experiences at local employers' worksites. The initiative aims to bridge the gap between classroom learning and real-world application by offering students immersive, hands-on opportunities to explore various career pathways. Each Pathfinder Day involves a half-day immersion where students will engage with professionals, participate in practical activities, and gain insights into different industries. To enhance the educational value, reflection exercises will be incorporated, prompting students to analyze their experiences and develop a deeper understanding of the skills acquired. This project not only facilitates career exploration but also simplifies logistics, ensuring a smooth and impactful experience for both educators and students. By fostering connections between education and the workforce, Pathfinder Day seeks to equip students with the knowledge and skills necessary for their future careers.

Project Activities

Tomorrow's Talent will work with the **City of Fontana** to support:

PATHFINDER DAY

Student-focused Micro-Internships

Pathfinder Day is designed to provide students with valuable micro-internship experiences at local employers' worksites. Tomorrow's Talent will take the lead in recruiting employers, preparing experiences, and coordinating logistics to facilitate a smooth and enriching experience for educators and students alike.

Each Pathfinder experience will consist of a half-day (4-hour) immersion at an employer's worksite. Students will observe and engage with professionals in various industries. Hands-on activities will be integrated into each experience, allowing students to actively participate and gain practical skills relevant to their career interests.

Reflection exercises will be incorporated after each Pathfinder Day to reinforce learning and maximize the educational value of the experience. These exercises will prompt students to reflect on their observations, insights, and the skills they have acquired, fostering deeper comprehension and self-awareness. Additionally, to ensure students remain energized and focused throughout the day, box lunches will be provided, allowing for uninterrupted engagement with the Pathfinder experience.



Overall, Pathfinder Day aims to bridge the gap between classroom learning and real-world application by offering students meaningful opportunities to explore career pathways, develop essential skills, and gain valuable insights into the workforce of tomorrow.

OBJECTIVE: The primary objective of Pathfinder Day is to provide students with immersive micro-internship experiences at local employers' worksites, offering them a glimpse into the real-world environment and practices of various industries.

Detailed Activities include:

- **Provide Real-World Experiences:** Offer students immersive micro-internship experiences with local employers to gain firsthand exposure to various industries' real-world environments and practices.
- **Facilitate Career Exploration:** Enable students to explore different career pathways by participating in hands-on activities and engaging with professionals in their field of interest.
- **Reinforce Learning:** Incorporate reflection exercises to encourage students to analyze and synthesize their experiences, reinforcing the knowledge gained during the Pathfinder's Day.
- **Simplify Logistics:** Coordinate with local employers to prepare and organize micro-internship experiences, ensuring seamless logistics and ease of participation for educators and students.

Term

Tomorrow's Talent will meet with identified personnel not to exceed **12 months**.

Compensation

Proposal to include up to two (2) of these events over the course of 12 months.

TOTAL AMOUNT: \$10,378

Payment: 30% upon execution of the agreement. The remaining 70% is to be distributed evenly after each event.

**Cohort must have a minimum number of 10 students to be executed*

CITY OF FONTANA

I. The Parties. This Services Agreement ("AGREEMENT") is made and entered into by and between the City of Fontana (The City/Client) and Tomorrow's Talent, LLC (Vendor)

VENDOR: Tomorrow's Talent, LLC, EIN 85-1234723 with a street address of 362 West 25th Street, City of San Bernardino, State of California, ("VENDOR")

AND

CLIENT: City of Fontana (The City) with a street address of **8353 Sierra Avenue • Fontana, CA 92335**, San Bernardino County, State of California ("CLIENT").

II. Services. Tomorrow's Talent agrees to provide the following ("SERVICES"):

- (a) As listed in the above Proposal.

III. Deliverables.

By the end of the contract,

- 1) Two (2) Pathfinder Day Events
 - a) Will include half-day micro-internship opportunities for students.
 - b) Will include one (1) pre-event work-readiness training for students.
 - c) Lunch will be provided.
 - d) To support up to fifty (50) students across mutually agreed-upon pathways.
- 2) Final report and event data to be presented upon culmination of the event.

IV. Term. The term of this Agreement will be from **July 1, 2024**, until the expiration of funds and/or **June 30, 2024**. Based on achievements aligned with the scope of work, availability of funds, and needs of the project, additional funding may be made available but is not guaranteed. If the terms of this agreement are fulfilled prior to the term end date, the contract may be eligible for re-negotiation and/or renewal.

V. Compensation. In consideration of the Services provided, VENDOR is to be compensated **\$10,378** in the following manner:

- 1. 30% to be billed at execution of the agreement. (\$3,114)
- 2. The remainder is to be billed in two increments following each event. (\$3,632)

This agreement can be renewed for up to two years at the currently applicable student rate with a minimum cohort of 25 students in each renewal term.

VI. Payment. VENDOR shall be paid, full compensation for performance of the Services under this Agreement, and shall be made within thirty (30) days from CLIENT's receipt of an undisputed itemized invoice. Late fees for submitted invoices will be charged at a rate of 1.5% interest per month on unpaid invoices.

VII. Disputes. If any dispute arises under this Agreement, VENDOR and the CLIENT shall negotiate in good faith to settle such dispute. If the parties cannot resolve such disputes themselves, then either party may submit the dispute



to mediation by a mediator approved by both parties. If the parties cannot agree with any mediator or if either party does not wish to abide by any decision of the mediator, they shall submit the dispute to arbitration by any mutually acceptable arbitrator, or the American Arbitration Association (AAA). The costs of the arbitration proceeding shall be borne according to the decision of the arbitrator, who may apportion costs equally or in accordance with any finding of fault or lack of good faith of either party. If either party does not wish to abide by any decision of the arbitrator, they shall submit the dispute to litigation. The jurisdiction for any dispute shall be administered in California.

VIII. Legal Notice. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States Postal Service via Certified Mail with return receipt.

IX. FERPA Compliance. In connection with all FERPA-covered records that VENDOR may create, receive or maintain on behalf of pursuant to its relationship with CLIENT; Client hereby designates VENDOR as “School Official” under law, with a legitimate educational interest in and with respect to such FERPA Records. This designation serves to the extent to which VENDOR is required to create, receive, or maintain FERPA Records to carry out its services, and VENDOR understands and agrees to all of the following terms and conditions without reservation:

- a. **Prohibition on Unauthorized Use or Disclosure of FERPA Records:** Vendor will hold CLIENT FERPA Records in strict confidence. VENDOR will not use or disclose FERPA Records received from or on behalf of CLIENT, including any FERPA Records provided by a CLIENT student directly to VENDOR, in any manner outside the scope of its services.
- b. **Maintenance of the Security of FERPA Records:** VENDOR will use its administrative, technical, and physical security measures, including secure encryption in the case of electronically maintained or transmitted FERPA Records to preserve the confidentiality and security of all FERPA Records received from, or on behalf of CLIENT, its students or any third party related to the services rendered by VENDOR.
- c. **Reporting of Unauthorized Disclosures or Misuse of FERPA Records and Information:** VENDOR, within **seventy-two (72) hours** after discovery, will report to CLIENT any use or disclosure of FERPA Records not authorized by CLIENT. VENDOR’S report will identify: (i) the nature of the unauthorized use or disclosure, (ii) the FERPA Records used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Vendor has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action VENDOR has taken or will take to prevent future similar unauthorized use or disclosure. VENDOR will provide such other information, including written reports, as reasonably requested by CLIENT. For purposes of this section, an unauthorized disclosure or use includes any access or use of an “Education Record” (as defined by FERPA) by a VENDOR employee or agent that the employee or agent does not require to perform work or access for CLIENT.
- d. **Right to Audit:** If CLIENT has a reasonable basis to believe that VENDOR is not in compliance with the terms of this agreement or the FERPA law, CLIENT may request to audit VENDOR’S compliance with FERPA as VENDOR’S compliance relates to CLIENT’S FERPA Records maintained by VENDOR.

X. Nondiscrimination. The parties shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law. The VENDOR understands that harassment of any student or employee of the Client with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical

or mental disability, pregnancy, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes outlined in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law is strictly prohibited.

XI. Independent Parties. The parties to this Agreement shall act in independent capacities during the term of the Agreement, and not as agents or representatives of the other. Nothing in this Agreement will create a combined entity and each will act independently.

XII. Insurance. At its sole cost and expense, VENDOR shall obtain and maintain for the entire term of the Agreement the following insurance with coverage limits not less than as specified:

- (1) **Commercial General Liability**, including \$1,000,000 bodily injury and property damage liability, \$2,000,000 general aggregate, \$1,000,000 products, and completed operations, \$1,000,000 personal/advertising aggregate, \$100,000 damages to rented premises, and \$10,000 medical expenses;
- (2) **Automobile Liability** for owned and non-owned vehicles with \$1,000,000 combined single limit,
- (3) **Workers Compensation** as required by law,
- (4) **Employer's Liability**, including \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease – policy limit, \$1,000,000 bodily injury by disease – each employee;
- (5) **Excess Liability / Umbrella** of \$1,000,000 each occurrence, \$2,000,000 aggregate and
- (6) **Professional Liability** (per claims made) of \$1,000,000 limit, \$3,000,000 aggregate. If VENDOR's Services include providing one-on-one child interaction, Abuse, and Molestation Liability coverage of not less than \$1,000,000 per occurrence, a \$2,000,000 aggregate shall also be required.

VENDOR shall name CLIENT as additional insured on the Commercial General Liability policy and provide to CLIENT a certificate of insurance with additional insured endorsement before performing any Services.

XIII. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XIV. Independent Contractor Status. VENDOR under the code of the Internal Revenue (IRS), is an independent contractor, **EIN 85-1234723**. In its capacity as an independent contractor, VENDOR agrees and represents:

- a.) VENDOR has the right to perform services for others during the term of this Agreement;
- b.) VENDOR has the sole right to control and direct the means, manner, and method by which the SERVICES required under this Agreement will be performed.

XV. Indemnification. VENDOR shall indemnify, save, and hold harmless CLIENT and its Board, agents, and employees of and from any liabilities, claims, debts, damages, demands, suits, actions, and causes of action of whatsoever kind, nature, or sort arising out of, or in any manner connected with, the performance by VENDOR of any SERVICES hereunder. VENDOR's failure to perform or comply with any requirements of this Agreement including, but not limited to any claims for personal injury, property damage, or infringement of copyright, patent, or other proprietary rights. CLIENT reserves the right to retain whatever funds which would be due to VENDOR under this Agreement until such suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished.

XVI. Confidentiality & Proprietary Information. VENDOR will not disclose or use, either during or after the term of



this Agreement, any proprietary or confidential information of the CLIENT without the CLIENT's prior written permission except to the extent necessary to perform the Services on the CLIENT's behalf.

XVII. Governing Law. This Agreement shall be governed under the laws in the State of California.

XVIII. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such a case, the affected provision or section shall be enforced as so limited.

XIX. Termination. CLIENT may terminate this Agreement, in whole or in part, for any or no reason. Such termination shall be effective on the date CLIENT provides written notice to VENDOR.

XX. Criminal Records Check Certification. If any portion of the work under the Agreement is to be performed at an operating school, VENDOR shall be required to comply with the applicable requirements of Education Code section 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with CLIENT's pupils and shall complete the Criminal Records Check Certification form provided by the CLIENT.

XXI. Complete Agreement. This Agreement (**6 pages in total**), along with any attachments or addendums, represents the entire agreement between the parties. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates written hereunder.

TOMORROW'S TALENT, LLC

(Signature)

By: Ginger Ontiveros

Title: President/CEO

Date: 06/20/2024

CITY OF FONTANA

(Signature)

By: _____

Title: _____

Date: _____