

# **City of Fontana**

8353 Sierra Avenue  
Fontana, CA 92335



## **Regular Agenda**

**Next: Ord. No. 1876      Reso. No. 2021-118**

**Tuesday, November 9, 2021**

**7:00 PM**

**Grover W. Taylor Council Chambers**

## **City Council Meeting**

*Acquanetta Warren - Mayor*  
*Phillip W. Cothran - Mayor Pro Tem*  
*John B. Roberts - Council Member*  
*Jesus "Jesse" Sandoval - Council Member*  
*Peter A. Garcia - Council Member*  
*Tonia Lewis - 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. A complete agenda packet is located in the binder on the table in the lobby of 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 Grover W. Taylor Council Chambers 8353 Sierra Avenue Fontana, CA 92335 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 a modification or accommodation in order 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 in the Grover W. Taylor Council Chambers 8353 Sierra Avenue Fontana, CA 92335.

Traduccion en Español disponible a peticion. Favor de notificar al Departamento "City Clerk". Para mayor informacion, favor de marcar el numero (909) 350-7602.

**WORKSHOP:****A. 5:00 P.M. City Council Workshop**

- (A) Incident Reporting System Change (Chief Green to [21-831](#) present);
- (B) 2022 Legislative Platform ( Public Affairs Manager Robert Torres, to present);
- (C) Public Communications;
- (D) Agenda Review; and
- (E) City Manager Comments

**Attachments:** [2022 Legislative Platform](#)

**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. 6:00 P.M. CLOSED SESSION**

**CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO  
GOVERNMENT CODE SECTION 54957.6**[21-851](#)

City Negotiator: Shannon Yauchzee, Interim City Manager  
and Rakesha Thomas,  
Director of Human Resources and Risk Management  
Employee Organization(s): Teamsters Local 1932 City Hall  
Bargaining Unit;  
Teamsters Local 1932 Yard Bargaining Unit; Police  
Benefits Association; and Management/Confidential  
Employees

**CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
(Gov. Code section 54956.8)**

Property: Various locations including: Baseline/15 Fwy,  
Citrus and Sierra Lakes Pkwy, Citrus and South Highland  
Avenue, Cherry and San Bernardino Avenue, and Jessie  
Turner Center.

City Negotiator: Shannon Yauchzee, Interim City Manager  
Negotiating Parties: Lamar Central Outdoor, LLC  
Under Negotiation: Price and terms of payment

**CALL TO ORDER/ROLL CALL:**

- A. 7:00 P.M. Call To Order/Roll Call:

**INVOCATION/PLEDGE OF ALLEGIANCE:**

- A. Fontana Police Department Chaplain Victor Nolen / Pledge of Allegiance

**PROCLAMATION:**

- A. Mayor Warren and City Council to proclaim November 7-13,  
2021 as Nurse Practitioner Week ( Mayor Warren to present).

[21-1007](#)**SPECIAL PRESENTATIONS:**

- A. San Bernardino Council of Governments (SBCOG )  
Emergency Nurse Communication System (Dan Munsey, Fire  
Chief for the County of San Bernardino; Art Andres, Executive  
Director for CONFIRE; and Monique Reza-Arellano, Council of  
Governments and Equity Programs Manager for  
SBCOG/SBCTA to present).

[21-1006](#)**PUBLIC COMMUNICATIONS:**

This is an opportunity for citizens to speak to the City Council for up to 3 minutes on items not on the Agenda, but within the City Council's jurisdiction. 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. The Council 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 Council votes on them, unless a member of the Council requests a specific item be removed from the Consent Calendar for discussion. Does any member of the public wish to address the City Council regarding any item on the Consent Calendar before the vote is taken?

**A. Adoption of Ordinance No.1875 [21-1005](#)**

Second Reading/Adopt **Ordinance No. 1875** levying special taxes within the City of Fontana Community Facilities District No. 107 (Highland).

**Attachments:** [Ord 1875 -Ordinance Lvy Tax Fontana CFD No. 107 \(Highland\)](#)

**B. Approve the Purchase and Sale Agreement between the City [21-999](#)  
of Fontana and Rosemead Properties, Inc.**

1. Approve a Purchase & Sale Agreement between the City of Fontana and Rosemead Properties Inc. for the sale of two vacant properties located on the South-West corner of Arrow Blvd. and Citrus Avenue.

2. Authorize the City Manager to execute any documents necessary or appropriate to effectuate said approvals and/or agreement.

**Attachments:** [Rosemead Properties Sale Agreement \(October 18 2021\)](#)

**C. Award of Contract for Annual On-Call Concrete Services [21-977](#)**

Award and authorize the City Manager to execute a contract with CT&T Concrete Paving Inc. for Annual On-Call Concrete Services (SB-10-PW-22).

**Attachments:** [CT&T Bid](#)

**D. Award a Construction Contract for Fire Station No. 81 [21-980](#)**

1. Authorize the City Manager to execute a Construction Contract with TELACU Construction Management, Inc. for the construction of the Fire Station No. 81 project in the amount of \$8,205,000.00 and authorize a 10% contingency in the amount of \$820,500.00 (Bid No. SB-06-DE-22).

2. Authorize the City Manager to execute any and all utility agreements, utility easements, and any related items on behalf of the City of Fontana for Fire Station No. 81.



**Attachments:** [Vicinity Map](#)  
[Renderings](#)  
[Bid Results](#)  
[Bid Detail](#)

**E. Award a Construction Contract for South Fontana Park [21-981](#)**

1. Authorize the City Manager to execute a Construction Contract with Bogh Engineering for the construction of the South Fontana Park Project in the amount of \$11,239,000.00 and authorize a 10% contingency in the amount of \$1,123,900.00 (Bid No. SB-18-DE-22).

2. Authorize the City Manager to execute any and all utility agreements, utility easements, and any related items on behalf of the City of Fontana for South Fontana Park.

**Attachments:** [Park Conceptual Plan](#)  
[Bid Results](#)  
[Bogh Engineering Bid Detail](#)

**F. Extension to Exclusive Negotiation Agreement for Courtplace Apartments [21-998](#)**

Approve an extension to the Exclusive Negotiation Agreement (ENA) between the Fontana Housing Authority and the Related Companies of California, LLC, to facilitate the development of an affordable multifamily housing community at the Southridge Detention Basin and authorize the City Manager to execute the Agreement.

**Attachments:** [Fourth Amendment to ENA \(Related Companies\)](#)

**G. Permitting System Replacement [21-1000](#)**

1. Authorize the Purchasing Office to "Single Source" the Land Management/Permitting System utilizing another public agency's formal competitive bid (City of Santa Clarita).

2. Purchase the subscription service for Accela Civic Platform system for five (5) years in the amount of \$1,877,382.63 and any additional renewals.

**Attachments:** [Pages from City of Santa Clarita.pdf](#)  
[Accela Statement of Work](#)  
[Accela Software Order Form](#)

**H. Resolution Ratifying the 2021-2023 Memorandum of Understanding for the Fontana Police Benefit Association [21-982](#)**

Adopt **Resolution No. 2021-\_\_\_\_\_**, a resolution of the City Council of the City of Fontana ratifying the Memorandum of Understanding between the City of

Fontana and the Fontana Police Benefit Association.

**Attachments:** [Resolution Ratifying the PBA MOU](#)  
[Fontana Police Benefit Association \(PBA\) Memorandum of Understanding \(MOU\)](#)

**Approve Consent Calendar Item as recommended by staff.**

## **CITY MANAGER COMMUNICATIONS:**

**A. City Manager Communications**

## **ELECTED OFFICIALS COMMUNICATIONS/REPORTS:**

**A. Elected Officials Communications/Reports**

## **ADJOURNMENT:**

**A. Adjournment**

To the International Council of Shopping Centers (ICSC) from December 5-7, 2021, in Las Vegas, Nevada, and then to the next Regular City Council Meeting on December 14, 2021 at 7:00 p.m. in the Grover W. Taylor Council Chambers located at 8353 Sierra Avenue, Fontana, California.



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-831

**Agenda #:**

**Agenda Date:** 11/9/2021

**Category:** Workshop

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### City Council Workshop

Tuesday, November 9, 2021

5:00 P.M.

Council Chambers



### City Council

Acquanetta Warren, Mayor

Phillip W. Cothran, Mayor Pro Tam

John Roberts, Council Member

Jesse "Jesus" Sandoval, Council Member

Peter Garcia, Council Member



# 2022 Legislative Platform



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# CITY OF FONTANA, CALIFORNIA

## 2022 LEGISLATIVE PLATFORM



### INTRODUCTION

The 2022 Legislative Platform reflects the Fontana City Council's declared positions for state and federal policies and issues. The purpose of the Legislative Platform is to guide the Mayor, City Council, and City Staff when addressing legislation that may impact the City's ability to operate effectively and efficiently.

City departments are encouraged to monitor and be knowledgeable of any legislative issues related to their department. However, requests for the City to take positions on a legislative matter must be directed to the City Manager's Office. City departments may not take positions on legislative issues without the City Manager's Office review and approval.

### ABOUT FONTANA

Nestled against the San Bernardino Mountains, Fontana is a modern city that offers its residents and visitors a wealth of community activities, a thriving local economy and central access to major business centers. Fontana is a General Law City governed by a directly elected Mayor and four district-based Council Members. The Mayor, Council Members, City Clerk, and City Treasurer are elected to four-year terms with no term limits.



### Mayor & City Council Members:

Mayor (At-Large): Acquanetta Warren

District 1: Phillip Cothran

District 2: Jesse Sandoval

District 3: Peter Garcia

District 4: John Roberts

City Clerk: Tonia Lewis

City Treasurer: Janet Koehler-Brooks

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According to the U.S. Census Bureau, Fontana is currently made up of 208,393 residents and is the second largest city in San Bernardino County. As of 2019, the City had a median household income of \$72, 000 with 75 % of the population having a high school education or higher. Fontana has approximately 60,000 residents under the age of 18 spread over five school districts.

*Fontana has a diverse population with 67.7% Latino, 12.4% White, 8.5 % African American, and 8.1% Asian.*

The City is home to the renowned Lewis Library and Technology Center, which is the largest library in the County of San Bernardino. The City has 37 parks, 10 neighborhood and community centers, 2 aquatic facilities, 3 neighborhood pools, and a dinner theatre.

Fontana plays a vital role in the movement of goods from the Port of Long Beach and Port of Los Angeles. Over time, the City has developed a highly sophisticated and efficient logistics network of warehouses, distribution centers and transportation companies that employ thousands of people and support the local economy.





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## CITY COUNCIL GOALS AND OBJECTIVES

- 1. Mitigate the economic impacts of the COVID-19 Pandemic on businesses, workers, and community members.*
- 2. Maintain a business-friendly environment and streamline economic development.*
- 3. Continue to deliver high quality city services to residents and grow city reserves.*
- 4. Ensure the safety of the public and strengthen the community's trust in law enforcement.*
- 5. Invest and maintain the City's infrastructure, parks, and recreational facilities.*
- 6. Protect the City's land use authority and community input process.*
- 7. Create affordable housing opportunities and solutions for the homeless and working families.*
- 8. Secure additional funding through legislation and grant opportunities.*





### COVID -19 PANDEMIC

#### **The City of Fontana Supports:**

- A. Helping residents keep their homes by providing emergency aid for rent relief, mortgage assistance, and public utilities.
- B. Helping working families cover the cost of childcare services.
- C. Direct federal assistance for cities to offset lost revenue and restore reserves.
- D. Identifying free Personal Protective Equipment (PPE) and supplies for senior citizens and students.
- E. Increasing the number of food drives and nutrition assistance programs for struggling families.
- F. Providing temporary shelter for homeless families impacted by the Pandemic.
- G. Expanding access to COVID-19 testing sites.

#### **The City of Fontana Opposes:**

- A. State mandated quarantine facilities without City Council approval or community input.
- B. Policies that mandate vaccines without allowing the City and employee bargaining groups to negotiate and reach an agreement.



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## ECONOMIC DEVELOPMENT

### **The City of Fontana Supports:**

- A. Legislation that streamlines economic development opportunities and creates incentives for developers to partner with the City.
- B. \*The expansion of federal and state tax incentives that assist city economic development and community revitalization efforts.
- C. Grant funding to create business development and build affordable housing in Downtown Fontana.
- D. Working with the U.S. Department of Housing to maximize resources and incentives available from Opportunity and Promise Zones.
- E. Growth of the City's key industries, including, but not limited to, medical centers, advanced manufacturing, hospitality, sports, digital economy, automotive, logistics, and retail centers.
- F. Working with the U.S. Small Business Administration to provide counseling, capital, and contracting expertise to small businesses and entrepreneurs.
- G. Building a stronger partnership with GoBiz and the Governor's Office to stimulate economic growth and development, as well as supporting logistics and export clusters in the City.
- H. Increasing financial literacy and wealth building opportunities for young people, disadvantaged families, senior citizens, and local businesses, with an emphasis on minority and women-owned businesses.
- I. Policies, legislation, and grants to increase the number of middle and high-skill jobs in the City and reduce the unemployment rate.
- J. Federal and state funding to assist the City in providing job training, community programming, with a focus on at-risk youth, as well as long term unemployed residents to receive training and reenter the workforce.
- K. Coordinate with Chaffey College to create youth apprenticeship programs and help minority students earn a college degree.
- L. Policies and legislation to maximize federal and state allocated workforce development agency grants in the City.
- M. \*A state requirement for a cost/benefit analysis to be completed for every state rule, regulation, tax, or fee before it is implemented.

### **The City of Fontana Opposes:**

- A. Legislation that is deemed by the City to be "anti-business" and/or "job killer".
- B. Regulations that enforce unwarranted restrictions on local businesses.



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## PUBLIC SAFETY AND LAW ENFORCEMENT

### **The City of Fontana Supports:**

- A. Policies and legislation that protects life, property, and the constitutional rights of all people.
- B. The use of local, state, and federal collaborative prevention methods to reduce youth and gang violence.
- C. \*Increased authority and resources devoted to cities for abatement of graffiti and other acts of public vandalism.
- D. Limiting the placement of sex offender and parolee homes within City limits.
- E. \*The ability for local government to double the fine for traffic violations in school zones to reduce the speed of drivers and protect our youth.
- F. \*Stronger sentencing of those using motor vehicles to evade peace officers, committing residential burglary, or habitual, repeat offenders of property crimes such as automobile theft, automobile burglary and theft from an automobile.
- G. Legislation, policies, and funding to enable public health partners to provide treatment to mentally ill individuals who are unable to offer urgently needed medical care for themselves due to a mental disorder.
- H. Laws that will broaden the definition of hate crimes and increase sentencing of hate crimes.
- I. Policies and legislation that would expand statewide restrictions on fireworks, increase the penalties for anyone cited or arrested for fireworks violations, and provide additional oversight related to the import of fireworks into California.
- J. Policies and legislation to make federal and state law enforcement grant funding less restrictive and allow greater discretionary use of funds.
- K. Reimbursing overtime costs paid to public safety personnel who are required to appear in State or County courts.
- L. \*Securing additional funding for local agencies to provide training opportunities for appropriate first responder personnel to improve their ability to respond to oil spills, fires, and other local emergencies.
- M. Policies, legislation, and grants to cities to recruit a diverse law enforcement workforce to improve transparency, understanding, and effectiveness in serving all communities.

### **The City of Fontana Opposes:**

- A. Impeding local law enforcement from addressing criminal activity and defunding public safety operations.
- B. \*Regulations that impose minimum staffing and response time standards for public safety services since such determinations should reflect the conditions and priorities of Fontana.
- C. Limiting law enforcement's ability to address illegal homeless encampments and quality of life issues.



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## HOUSING AND HOMELESSNESS

### **The City of Fontana Supports:**

- A. Building stronger partnership with the U.S. Department of Housing and Urban Development to establish a substantial and ongoing funding source for affordable housing and Housing Choice Vouchers.
- B. Establishing a State of Emergency to address the homeless crisis.
- C. \*The creation of homeless services, outreach teams, and case managers to help the City address the needs of the homeless.
- D. Working with the U.S. Department of Veterans Affairs to help provide veterans with housing, job training and support programs.
- E. \*Strengthening city control over urban boundaries and to allow cities to annex logical growth.
- F. \*Legislation that provides local discretion in the assessment, collection, and usage of development fees.

### **The City of Fontana Opposes:**

- A. Decreases to the federal HOME Investment Partnerships Program (HOME).
- B. \*Allowing multiple state agencies develop building standards and set timeframes for project inspections that delay the local approval process.
- C. \*Granting mandatory review, certification, or other approval authority to another level of government.
- D. Decreasing the City's Community Development Block Grant Funds (CDBG).



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## TRANSPORTATION AND INFRASTRUCTURE

### **The City of Fontana Supports:**

- A. Recognizing the important role Fontana plays in the movement of goods from the Ports of Los Angeles and Long Beach throughout the United States.
- B. Continuous federal and state funding for transportation projects, local street maintenance projects, and infrastructure repairs.
- C. Legislation and grants that provide funding for transportation services for senior citizens.
- D. Work with the U.S. Department of Transportation to access Safe Routes to School programs.
- H. Securing federal funding and grants for the City's broadband infrastructure and provide free internet services to low-income areas and families struggling during the pandemic.
- E. Securing federal infrastructure dollars to improve city infrastructure and water, sewer and storm drain projects.
- F. Develop cost effective and technologically feasible conversion and replacement of public transit fleets to alternative fuels and electric vehicles.
- G. Legislation that provides funding and resources for retrofitting municipal buildings to increase energy efficiency.
- H. Establishing more refueling/recharging infrastructure for alternative fuel or electric vehicles.

### **The City of Fontana Opposes:**

- A. \*Requiring additional CEQA review requirements that delay projects and increase costs.
- B. Adversely alter distribution percentages of state transportation formula funds or diverting funds away from local agencies.
- C. Efforts to redirect, eliminate, or reduce amount of Highway User Tax Account (HUTA) that cities receive for street maintenance improvements.
- D. Legislation that places the financial burden and liability of replacing all sidewalks solely on cities.



## ENVIRONMENT

### **The City of Fontana Supports:**

- A. Revising the California Environmental Quality Act (CEQA) to streamline the environmental review process and to improve timelines for project approvals while maintaining critical environmental protections.
- B. \*Legislation that creates inclusion of city officials on the governing boards of air districts.
- C. Measures that enhance the City's ability to receive additional resources from the California Air Resources Board.
- D. Providing adequate funding for water conservation projects including turf removal and the installation of low flow water efficient fixtures.
- E. Assisting the City in water conservation, groundwater recharge and reuse of storm water and urban runoff programs.
- F. \*Flexibility for local governments to enact environmental standards or mandates that are stronger than the federal standards.
- G. \*Incentives for cities to share planning information with neighboring cities, counties, and other governmental entities so that there are agreed upon regional blueprints and strategies for dealing with greenhouse gas emissions.
- H. \*Federal and state tax credits, grants, loans, and other incentives to assist the cities and businesses that invest in energy efficient equipment and fuel-efficient vehicles.
- I. \*Efforts to strengthen curbside recycling programs.
- J. \*Statewide and manufacturer education programs to educate consumers about e-waste and recycling efforts.

### **The City of Fontana Opposes:**

- A. \*Legislation that deletes city representation on regional air resource boards.
- B. \*Any legal effort by a state agency or department to challenge a city project under CEQA without mediating with the City first.
- C. Legislation that imposes mandates on local agencies to implement environmental regulations without providing adequate funding.
- D. \*Far reaching environmental laws that restrict the ability of cities to issue building or conditional use permits and erodes land use authority.
- E. \*Legislation that requires local jurisdictions to collect household hazardous waste in a specific collection manner that increases fees for customers.



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## COMMUNITY SERVICES, PARKS, AND RECREATION

### **The City of Fontana Supports:**

- A. Increased funding and resources for pedestrian trails and open space.
- B. Providing funding for the expansion and maintenance of public parks and recreational facilities.
- C. Funding to implement Healthy Cities programs and policies aimed at reducing obesity, childhood obesity, high rates of diabetes, heart disease and other health conditions.
- D. Expanding afterschool programs and recreational opportunities for the youth.
- E. Enhancing cultural arts programming in the community.
- F. \*Affordable childcare programs for working families and day care programs for senior citizens on fixed incomes.
- G. \*Promotion of anti-bullying efforts as well as provide education and awareness to the public about the imminent health and safety concerns for bullied children, especially those with special needs.

### **The City of Fontana Opposes:**

- A. State laws that allow homeless encampments on public parks and near recreation facilities and make it difficult for police to enforce quality of life issues.
- B. Legislation that limits the ability of the City to regulate the distance and number of sex offenders that can live near a park or school.



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## LAND USE PLANNING AND ZONING

### **The City of Fontana Supports:**

- A. Strengthening the concept of local control for local decision making on land use and zoning matters.
- B. Regional economic development policies that provide for planned economic growth in the City and neighboring communities.
- C. Funding for the identification, acquisition, maintenance and restoration of historic sites and structures.
- D. Joint efforts to develop mutual development standards for unincorporated areas of Fontana.
- E. \*Maintaining local control over medical and adult use cannabis businesses and support measures that enhance and protect maximum local regulatory, land use, and enforcement authority in relation to such businesses.
- F. \*Requiring projects proposed by other public agencies to comply with the identical local public notice requirements that would be applicable to the City of Fontana.

### **The City of Fontana Opposes:**

- A. Requiring cities to modify their permitting process.
- B. Efforts by any regulatory commission or agency to create regulations that infringe on local land use decisions and management of the public right-of-way.

(\*) Asterisk symbol signifies policy or legislation that is consistent the California League of Cities.





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## REVENUE AND TAXATION

### **The City of Fontana Supports:**

- A. Support full cost reimbursement to the City for all federal, state and county-mandated programs.
- B. \*Requiring constitutional protection of local revenue sources to provide insurance against diversion by the state of these revenues for non-municipal purposes.
- C. Legislation that would allow the City to recover Vehicle License Fee Revenues for previously annexed unincorporated land.
- D. \*Providing the City with a greater share of property tax dollars to a level on par with most California cities.

### **The City of Fontana Opposes:**

- A. \*Pre-empting or reducing local discretion over locally imposed taxes.
- B. Efforts by online travel companies to circumvent remittance of transient occupancy taxes (TOT) to local governments from hotel reservations purchased using the internet.
- C. Imposing State mandated costs for which there is no guarantee of local reimbursement or offsetting benefits.



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## GOVERNANCE, TRANSPARENCY, AND LABOR RELATIONS

### **The City of Fontana Supports:**

- A. \*The ability for cities to determine for themselves how their municipal elections are conducted.
- B. \*Exempting local agencies from the requirement to negotiate with any labor or special interest group about matters submitted to the voters of that jurisdiction as initiatives or Charter amendments.
- C. Having CalPERS provide a broader range of health plan choices with a variety of benefit options for all types of member classes.
- D. Efforts to enact workers' compensation reforms that lower employers' costs while still protecting workers.
- E. \*Locally negotiated retirement and health care benefits programs that are fiscally responsible, transparent, sustainable, affordable, and equitable for employees and for taxpayers in the long term.
- F. \*Legislation that controls escalating workers compensation costs to public agencies and taxpayers.
- G. \*Creating the same level of transparency and ethical behavior for state officials and agencies that are imposed on local officials and agencies.
- H. Protecting elected and appointed officials from the unauthorized publication of their home addresses or telephone numbers in newspapers or similar periodicals.

### **The City of Fontana Opposes:**

- A. \*Legislation that mandates costly and unnecessary procedures related to the election process.
- B. Policy that puts cities at a disadvantage in the collective bargaining process.
- C. \*Any interference in the local collective bargaining process by all labor-management relations councils or boards.
- D. Imposing binding arbitration that would remove local government authority on matters of local interest.
- E. Limiting local authority to contract for various services.



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## CURRENT LEGISLATIVE PRIORITIES

### **Malaga Bridge Project**

The City of Fontana applied for \$15 Million for the Malaga Bridge Project through the Congressional Appropriation Committee. The project will help reconstruct the historic Malaga Bridge, expand part of Foothill Boulevard, and construct pedestrian sidewalks and bike lanes for Fontana. The project will improve traffic safety, reduce congestion, and provide adequate pedestrian facilities.

### **RAISE Fontana Grant**

The City of Fontana applied for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant offered through the U.S. Department of Transportation to provide \$25 million dollars in improvements for street upgrades. These upgrades would include street, bike, sidewalk, and trail improvements for Cherry Avenue, South Highland Avenue, San Sevaine Road, and Victoria Street bringing numerous benefits and better quality of life for Fontana residents.

### **Vehicle Licensing Fees**

In 2006, the City of Fontana had based their decision to annex unincorporated areas on the expectation of receiving enhanced VLF revenues to remain fiscally viable. During the 2008 recession, the California state budget fell into the red as massive declines in revenue occurred mostly due to reductions in personal income, as well as corporate income. To assist with balancing the budget, a 2011 budget trailer bill called SB 89 passed through the legislature that ultimately reallocated over \$200 million dollars annually. Under normal circumstances, this revenue would have gone to cities that had recently expanded or annexed new territory to pay for the added services they were now providing. There are more than 140 cities that had expanded or annexed areas and lost out on much needed revenue to help pay for city services to these new areas. The City of Fontana was hit the hardest, losing \$759,000 annually. In the past, previous legislation was successful in reaching the Governor's desk but was never signed into law.

### **Sales Tax Allocations**

Beginning in 1993, the City of Fontana was devastated by Education Revenue Augmentation Fund (ERAF) Shifts. The city lost tax on both the City and RDA side which resulted in Fontana going from approximately 11% share of the property tax pre-ERAF to approximately the current 3% share. The City supports advocating for a greater share of property tax that is equal to most cities.



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

**File #:** 21-851

**Agenda #:**

**Agenda Date:** 11/9/2021

**Category:** Closed Session

### Closed Session

Tuesday, November 9, 2021

6:00 P.M.

City Hall - Executive Conference Room



### City Council

Acquanetta Warren, Mayor

Phillip W. Cothran, Mayor Pro Tam

John Roberts, Council Member

Jesse "Jesus" Sandoval, Council Member

Peter Garcia, Council Member



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-1007

**Agenda #:**

**Agenda Date:** 11/9/2021

**Category:** Proclamation

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### Proclamation

#### Nurse Practitioner Week

Tuesday, November 9, 2021

Council Chambers



### City Council

Acquanetta Warren, Mayor

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**File #:** 21-1007  
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**Category:** Proclamation

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# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

**File #:** 21-1006

**Agenda #:**

**Agenda Date:** 11/9/2021

**Category:** Special Presentation

### Special Presentations

Tuesday, November 9, 2021

Council Chambers



### City Council

Acquanetta Warren, Mayor

Phillip W. Cothran, Mayor Pro Tem

John Roberts, Council Member

Jesse "Jesus" Sandoval, Council Member

Peter Garcia, Council Member

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**File #:** 21-1006  
**Agenda #:**

**Agenda Date:** 11/9/2021  
**Category:** Special Presentation

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# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-1005

**Agenda #:** A.

**Agenda Date:** 11/9/2021

**Category:** Consent Calendar

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**FROM:**

Management Services

**SUBJECT:**

Adoption of Ordinance No.1875

**RECOMMENDATION:**

Second Reading/Adopt **Ordinance No. 1875** levying special taxes within the City of Fontana Community Facilities District No. 107 (Highland).

**COUNCIL GOALS:**

- To practice sound fiscal management by developing long-term funding and debt management plans.

**DISCUSSION:**

Ordinance No. 1875 was introduced by a vote of 4-0-1 at the October 26, 2021 Regular City Council Meeting.

**FISCAL IMPACT:**

None.

**MOTION:**

Approve staff recommendation.

**ORDINANCE NO. 1875**

**AN ORDINANCE OF THE CITY OF FONTANA LEVYING  
SPECIAL TAXES WITHIN THE CITY OF FONTANA  
COMMUNITY FACILITIES DISTRICT NO. 107 (HIGHLAND)**

**WHEREAS**, on September 14, 2021, the City Council (the “City Council”) of the City of Fontana (the “City”), pursuant to the Mello-Roos Community Facilities Act of 1982 (the “Act”), adopted a resolution entitled “A Resolution of the City Council of the City of Fontana of Intention to Establish a Community Facilities District Proposed to be Named City of Fontana Community Facilities District No. 107 (Highland), and to Authorize the Levy of Special Taxes” stating its intention to establish City of Fontana Community Facilities District No. 107 (Highland) (the “Community Facilities District”) and to finance certain public facilities (the “Facilities”) and services (the “Services”);

**WHEREAS**, on October 26, 2021, the City Council held a noticed public hearing on the establishment of the Community Facilities District, as required by the Act;

**WHEREAS**, subsequent to the close of said hearing, the City Council adopted resolutions entitled “A Resolution of the City Council of the City of Fontana of Formation of the City of Fontana Community Facilities District No. 107 (Highland), Authorizing the Levy of a Special Tax within the Community Facilities District and Establishing an Appropriations Limit for the Community Facilities District” (the “Resolution of Formation”), “A Resolution of the City Council of the City of Fontana Deeming it Necessary to Incur Bonded Indebtedness within City of Fontana Community Facilities District No. 107 (Highland)” and “A Resolution of the City Council of the City of Fontana Calling Special Election for City of Fontana Community Facilities District No. 107 (Highland),” which resolutions established the Community Facilities District, authorized the levy of a special tax within the Community Facilities District and called an election within the Community Facilities District on the proposition of incurring indebtedness, levying a special tax within the Community Facilities District and establishing an appropriations limit for the Community Facilities District, respectively; and

**WHEREAS**, on October 26, 2021, an election was held in which the qualified electors of the Community Facilities District approved said proposition by more than the two-thirds vote required by the Act;

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

**Section 1.** The City Council hereby authorizes and levies special taxes within the Community Facilities District pursuant to Sections 53328 and 53340 of the Act, at the rate and in accordance with the method of apportionment set forth in Exhibit B to the Resolution of Formation (the “Rate and Method of Apportionment”). The special taxes are hereby levied commencing in fiscal year 2022-23, and in each fiscal year thereafter until

the last fiscal year in which such special taxes are authorized to be levied pursuant to the Rate and Method of Apportionment.

**Section 2.** The City Council may, in accordance with subdivision (b) of Section 53340 of the Act, provide, by resolution, for the levy of the special tax in future tax years at the same rate or at a lower rate than the rate provided by this Ordinance. In no event shall the special tax be levied on any parcel within the Community Facilities District in excess of the maximum tax specified therefor in the Rate and Method of Apportionment.

**Section 3.** The special tax shall be levied on all of the parcels in the Community Facilities District, unless exempted by law or by the Rate and Method of Apportionment.

**Section 4.** The proceeds of the special tax shall only be used to pay, in whole or in part, the cost of providing the Facilities and Services and incidental expenses pursuant to the Act.

**Section 5.** The special tax shall be collected in the same manner as ordinary *ad valorem* property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in the case of delinquency as is provided for *ad valorem* taxes, unless another procedure is adopted by the City Council.

**Section 6.** If for any reason any portion of this Ordinance is found to be invalid, or if the special tax is found inapplicable to any particular parcel within the Community Facilities District, by a court of competent jurisdiction, the balance of this Ordinance and the application of the special tax to the remaining parcels within the Community Facilities District shall not be affected.

**Section 7.** This Ordinance shall take effect and shall be in force 30 days after the date of its adoption and prior to the expiration of 15 days from the passage thereof shall be published at least once in the *Fontana Herald News*, a newspaper of general circulation, printed and published in the City of Fontana, State of California, together with the names of the City Council members voting for and against the same.

**APPROVED AND ADOPTED** this 9th day of November 2021.

**READ AND APPROVED AS TO LEGAL FORM:**

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City Attorney

Ordinance No. 1875

I, Tonia Lewis, 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 introduced at a regular meeting of said City Council on October 26, 2021, and was finally passed and adopted not less than five days thereafter on November 9, 2021, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

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City Clerk

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Mayor

**ATTEST:**

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City Clerk



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-999

**Agenda #:** B.

**Agenda Date:** 11/9/2021

**Category:** Consent Calendar

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**FROM:**

Administrative Services

**SUBJECT:**

Approve the Purchase and Sale Agreement between the City of Fontana and Rosemead Properties, Inc.

**RECOMMENDATION:**

1. Approve a Purchase & Sale Agreement between the City of Fontana and Rosemead Properties Inc. for the sale of two vacant properties located on the South-West corner of Arrow Blvd. and Citrus Avenue.

2. Authorize the City Manager to execute any documents necessary or appropriate to effectuate said approvals and/or agreement.

**COUNCIL GOALS:**

- To promote economic development by pursuing business retention, expansion and attraction.
- To promote economic development by being business friendly at all levels of operation.
- To promote economic development by striving to constantly improve the city's competitiveness.

**DISCUSSION:**

The City of Fontana owns the property and building located at 8440 Nuevo Avenue in Downtown Fontana. That building and property are currently leased to Water of Life Church (WOL) for their CityLink outreach and ministry. Services being delivered by CityLink at the Nuevo Avenue facility include food and clothing distribution, assistance with utilities, classes and education programs, an annual Community Resource Fair and assistance with the re-entry support team.

Recently, the City of Fontana and WOL have been working cooperatively to find an alternative location for the CityLink ministry and services. The City wishes to utilize the Nuevo Avenue property as part of efforts to revitalize Downtown Fontana and WOL needs a larger facility for their services and outreach.

The City and WOL approached Rosemead Properties about the possible sale of their property located on the South-West corner of Arrow Blvd and Citrus Avenue. The Rosemead Properties land includes two vacant parcels, encompassing approximately 4.65 acres of land. The property is currently zoned as general commercial and is surrounded by retail, commercial and multi-family land uses.

Following discussion on a possible sale between the City of Fontana and Rosemead Properties, an MAI appraisal was completed. The value of the property has been determined to be \$3,040,000. The City of Fontana and Rosemead properties have negotiated a Purchase Agreement for the sale of this property, which includes the following proposed deal points;

- The City of Fontana would purchase two parcels of vacant land located on the South-West corner of Arrow Blvd. and Citrus Avenue from Rosemead Properties.
- The two parcels (APN #0232-201-12 and #0232-201-13) encompass approximately 4.65 acres of land.
- The purchase price will be \$3,040,000 plus a portion of any/all appropriate escrow and title fees.
- The City and Rosemead Properties will cooperate on a 1031 exchange.
- A Resolution of Necessity hearing and approval will be required by the City of Fontana prior to - and as a condition to the close of escrow.
- The Resolution of Necessity hearing requirement necessitates that the City of Fontana purchase the property directly from Rosemead Properties.
- The City will have sixty days to perform any due-diligence on the subject property, including completion of an environmental assessment and Title review.
- Following the due-diligence period the City will have a thirty-day financing period to complete all hearings and documents necessary for the close of escrow.
- Upon sale and transfer of the property, the City of Fontana intends to complete the Surplus Land Act process and re-sell the property for full market value.
- The ultimate use of this property, when acquired and re-sold, will be as a facility and offices for WOL/CityLink - for their delivery of services to the Fontana community.

Approval of the Purchase Agreement between the City of Fontana and Rosemead Properties will facilitate the relocation of CityLink to an alternative location at the South-West corner of Arrow Blvd. and Citrus Avenue. That relocation will allow the City to complete plans for the revitalization of Downtown Fontana.

**FISCAL IMPACT:**

Monies are available for the sale of these properties, totaling approximately \$3.1M - in Fund 601 - Capital Reinvestment.

**MOTION:**

Accept staff recommendation.

October 14, 2021

Rosemead Properties, Inc.  
11142 Garvey Avenue  
El Monte, CA 91734

Gentlemen:

The undersigned, City of Fontana, a California municipal corporation, hereinafter referred to as "Buyer," hereby offers to acquire from Rosemead Properties, Inc., a Nevada corporation, ("Rosemead") upon and subject to the terms and conditions set forth below, those certain parcels of vacant real property known as San Bernardino County Assessor Parcel Numbers 0232-201-12 and 0232-201-13 in the County of San Bernardino, State of California, as more particularly described in Attachment 1 hereto (the "Real Property"). This letter is hereinafter sometimes referred to as the "Offer" or the "Agreement."

1. Tax-Deferred Exchange.

Rosemead and Buyer will cooperate in arranging and accomplishing a deferred exchange transaction that qualifies as a tax-deferred exchange under Internal Revenue Code Section 1033 and other applicable code sections and regulations. Each party shall execute and deliver all necessary additional agreements, deeds, instruments, escrow instructions, or other documents necessary to effect the agreed upon exchange, provided, however, that the tax-deferred exchange shall be accomplished at Rosemead's expense and Buyer shall incur no liability of any kind by virtue of agreeing to cooperate in arranging such tax-deferred exchange.

2. Sale Price.

The total purchase price which Buyer agrees to pay for the Real Property shall be \$3,040,000.00 ("Purchase Price"), payable in cash on the Closing Date as defined in Section 3 herein.

3. Escrow; Closing Date.

a. Rosemead and Buyer agree to open an escrow at Ticor Title Company at 4120 Concours Street, Suite 400, Ontario, California, Attn: Sandra Mendez ("Escrowholder") within three (3) calendar days after both Parties have fully executed this Agreement, including approval by Fontana City Council. This Offer shall serve as escrow instructions insofar as applicable. Buyer and Rosemead shall execute such further escrow instructions, property exchange agreements, deeds, and other instruments not inconsistent with this Offer as may be necessary or appropriate to consummate this transaction.

b. The date on which escrow closes in accordance with all of the terms and conditions set forth herein is referred to as the "Closing Date" or "Close of Escrow" and shall be designated in writing by Buyer and Rosemead. The Closing Date shall be on a date acceptable to Rosemead not later than five (5) business days after the end of the Financing Period described in Section 6 of this Agreement, unless the parties otherwise agree in writing. If for any reason escrow

does not close on or before such date, it shall close as soon thereafter as reasonably possible unless theretofore Escrowholder shall have received a written demand to terminate escrow by a party hereto not in default. Upon receipt of any such demand, Escrowholder shall distribute all documents then held in escrow to the party or parties who deposited the same.

4. Condition of Title.

a. Rosemead shall cause the Real Property to be conveyed to Buyer on the Closing Date by a duly executed and acknowledged Grant Deed. The Real Property shall be transferred on the Closing Date subject to all covenants, conditions, restrictions, reservations, liens, encumbrances, leases, tenancies, easements, rights, rights-of-way, taxes, and assessments, of any kind, affecting the Real Property.

b. Promptly following Rosemead's acceptance of this Offer, Rosemead will order from Ticor Title or other title company acceptable to Rosemead and Buyer, and have delivered to Buyer within 5 days of Rosemead's acceptance of this Offer, a preliminary title report on the Real Property, together with copies of all documents referred to therein.

c. Within twenty (20) business days after receipt of the preliminary title report, Buyer shall give written notice to Rosemead of any objection to the condition of title as set forth therein, separately specifying and setting forth each such defect or objection. If Buyer does not give such written notice to Rosemead within such twenty (20) business day period, Buyer shall be deemed to have approved the condition of title as set forth in the preliminary title report or as may be discoverable by inspection of the property or otherwise;

d. Rosemead shall be entitled to reasonable time to cure any such defect or objection but Rosemead shall not be required to expend any money or undertake any action in order to deliver title to the Real Property other than as set forth herein;

e. Buyer will instruct Rosemead and Escrowholder in writing prior to the Closing Date as to the manner in which title to the Real Property will vest.

5. Condition of Real Property.

Buyer acknowledges that the Real Property has been examined by Buyer or Buyer's agents or employees, to Buyer's satisfaction and agrees that, as of the Close of Escrow, Buyer will be acquiring the Real Property in "AS IS" condition with all faults and conditions then existing on the Real Property, including any hazardous substances or hazardous wastes that may be located on, under or around the Real Property, whether known or unknown, and Buyer assumes all responsibility for such faults and conditions. Buyer further acknowledges that it is not acquiring the Real Property in reliance upon any statement, representation, or warranty of any kind made by Rosemead or any other person or entity affiliated with Rosemead as to the zoning, use, size, area or condition of the Real Property or the suitability or usability of the Real Property for any particular purpose; and Buyer further acknowledges that neither Rosemead nor any other person or entity affiliated with Rosemead has made any such statement, representation, or warranty of any kind.



6. Inspection Period.

a. Buyer shall perform due diligence investigation of the Real Property during the first sixty (60) days of escrow (the "Inspection Period"). If within the Inspection Period Buyer determines in its sole judgement that the condition of the Real Property or any condition affecting the Real Property is unacceptable to Buyer, or that the Real Property cannot be used for the purposes intended by Buyer, Buyer shall be entitled to terminate this Agreement without liability except for Buyer's inspection indemnity obligations set forth below. Buyer shall notify Rosemead of its approval or disapproval of the condition of the Real Property, in writing, prior to the end of the Inspection Period. If Buyer does not give such written notice to Rosemead prior to the end of the Inspection Period, Buyer shall be deemed to have approved the condition of the Real Property.

b. Buyer and its agents shall have the right to enter upon the Real Property for the purpose of inspecting and evaluating the condition thereof, including, but not limited to, soil analysis and environmental surveys or other site investigations, at any time following Rosemead's acceptance of this Offer and up to and including the Closing Date. No destructive testing shall be conducted, however, without Rosemead's prior approval. Following any such entry or work, Buyer shall return the Real Property to the condition it was in prior to such entry or work. All such inspections and tests and any other work conducted or materials furnished with respect to the Real Property by or for Buyer shall be paid by Buyer as and when due and Buyer shall indemnify, defend and hold harmless Rosemead and the Real Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorney's fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents, or employees in connection therewith. The indemnity obligations set forth in this paragraph shall survive the termination of the Agreement and the recording of the deed.

c. Buyer will be provided with thirty (30) day period after the Inspection Period ("Financing Period") in order to provide Buyer with sufficient time to conduct necessary public agency hearings and meetings and transfer the Purchase Price funds.

7. Conditions Precedent.

The Close of Escrow is expressly conditioned on the following additional conditions:

- a. Buyer's cash payment to Escrowholder of an amount equal to the Sale Price.
- b. Buyer's payment of all charges for which Buyer is responsible herein.
- c. Buyer's execution and delivery of all documents necessary to give effect to the exchange transaction contemplated herein.
- d. Buyer's acquisition of the Real Property in accordance with the terms and conditions of this Offer, in "AS IS" condition without any representation or warranty of any kind from Rosemead as to the zoning, use, size, area, or condition of the Real Property or the suitability or usability of the Real Property for any particular purpose or as otherwise provided in Section 5 of this Agreement.

e.

Buyer's adoption of a Resolution of Necessity pursuant to California Code of Civil Procedure Section 1245.230. Nothing stated in this Agreement is intended to dictate, preclude or limit, in any way, Buyer's exercise of its discretion in determining whether or not to adopt a Resolution of Necessity.

f. Buyer's approval of the condition of title as provided herein.

8. Prorations.

Property taxes and assessments applicable to the Real Property shall be prorated, as of the Closing Date, based on the most recent property tax bill available.

9. Condemnation Waiver.

Rosemead waives any claims for compensation or damages based on any alleged failure by the City with respect to either providing Rosemead with a Notice of Decision to Appraise, or making a precondemnation offer to Rosemead, pursuant to Government Code Section 17980.7.

10. Representations and Warranties.

Rosemead covenants, warrants, and represents to Buyer as follows:

a. As of the Closing Date, Rosemead shall have the full right and authority to convey the Real Property pursuant to the terms and conditions hereof.

b. As of the Closing Date, there shall be no leases, tenancies, or rental agreements affecting the Real Property.

c. Rosemead's representations and warranties shall be true at the Closing Date and shall survive the Closing Date.

11. Title Insurance; Closing Costs.

a. As of the Closing Date, Rosemead will furnish a CLTA Standard Owner's Policy of Title Insurance, with coverage in the amount of the Sale Price, insuring in Buyer the title to the Real Property as set forth in Section 4 hereof.

b. Closing costs will be allocated to the parties in the customary fashion, as follows: (1) Buyer will pay the applicable premium for the title insurance policy referred to above; (2) Buyer will pay for recording of the Grant Deed for the Real Property; (3) Buyer will pay the applicable documentary transfer tax, if any; (4) Buyer will pay for the escrow company fees and such other miscellaneous expenses of closing as may be required.

12. Assignment.

Buyer may not assign all or any portion of Buyer's right, title, and interest herein prior to the Closing Date, unless Buyer first obtains Rosemead's written consent.

13. Broker's Commission.

Buyer shall be responsible for any broker's commission or finder's fee incurred in connection with the exchange and transfer of the Real Property and shall indemnify, defend, and hold harmless Rosemead from and against any and all liabilities, losses, claims, damages, costs, and expenses, including, without limitation, attorney fees, for any such broker's commission or finder's fee. Rosemead warrants and represents that it has not hired, retained, or contracted with any person or entity regarding sale of the Real Property and that it has not authorized any broker's commission or finder's fee in connection with this transaction.

14. Notices.

The notices to be given by either party to the other shall be deemed to have been duly given when made in writing and personally delivered or deposited with the United States Postal Service, with first-class postage prepaid, facsimile, or email with printed confirmation of transmission, and delivered as follows:

To Rosemead:

Rosemead Properties, Inc.  
Attn: Robert W. Nicholson, Vice President  
11142 Garvey Avenue  
Post Office Box 6010  
El Monte, CA 91734  
Facsimile: (626) 448-5530

To Buyer:

City of Fontana  
ATTN: City Manager  
8353 Sierra Ave.  
Fontana, CA 92335

15. Time of Essence; Attorney Fees.

Time is of the essence of this Offer and the transaction contemplated hereby. Should any party to this Agreement commence legal action, arbitration, or other proceeding, to enforce the terms hereof or to recover damages by reason of breach, the prevailing party in such action shall be entitled to receive, in addition to any other award, such party's reasonable attorneys' fees, costs, and litigation expenses incurred therein.

16. Miscellaneous Provisions.

a. The waiver of, or failure to enforce, any provision hereof shall not operate as a waiver of any future breach of such provision or of any other provision hereof. The waiver by either or both parties of the time for performing any act shall not constitute a waiver of the time for performing at a later time.

October 14, 2021

b. All understandings and agreements heretofore between the parties respecting this transaction are merged into this Agreement which alone fully and completely expresses their agreement, and there are no representations, warranties, or agreements, except as specifically set forth herein.

c. No change or addition to this Offer or any part hereof shall be valid unless made and approved in writing by or on behalf of each party.

d. Subject to the provisions of Section 11 hereof, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

17. Acceptance.

Rosemead can accept this Offer by executing one of the enclosed signed counterparts hereof, in the space provided, and returning the same to Buyer at the Buyer's address set forth below by not later than 5:00 p.m. Pacific Time, Friday, October 15, 2021. If Buyer has not received a duly executed counterpart of this Offer by said date, this Offer shall be null and void and of no further force and effect.

By: \_\_\_\_\_  
Shannon Yauchzee  
City Manager

The foregoing Offer is accepted and the terms thereof are agreed to in their entirety this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ROSEMEAD PROPERTIES, INC.

By: \_\_\_\_\_  
Robert W. Nicholson, Vice President

ATTACHMENT 1

DESCRIPTION OF  
REAL PROPERTY

PARCEL 1:

THE WEST 1/2 OF LOT 193 ACCORDING TO MAP OF ETIWANDA VINEYARDS, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 29 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

NOTE: AREA AND DISTANCES COMPUTED TO STREET PURPOSES.

PARCEL 2:

THE EAST ONE-HALF OF LOT 193 OF ETIWANDA VINEYARD, IN THE CITY OF FONTANA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17 PAGE 29 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

NOTE: AREAS AND DISTANCES COMPUTED TO THE RANGE LINE OF THE EAST ALL OTHER AREAS AND DISTANCES COMPUTED TO STREET CENTERS.

**For APN/Parcel ID(s): 0232-201-12/ 0232-201-13**



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-977

**Agenda #:** C.

**Agenda Date:** 11/9/2021

**Category:** Consent Calendar

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**FROM:**

Public Works

**SUBJECT:**

Award of Contract for Annual On-Call Concrete Services

**RECOMMENDATION:**

Award and authorize the City Manager to execute a contract with CT&T Concrete Paving Inc. for Annual On-Call Concrete Services (SB-10-PW-22).

**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 improving the aesthetics of the community.

**DISCUSSION:**

The Public Works is charged with maintaining a network of existing sidewalks, pedestrian access ramps, curbs, gutters, driveways approaches and other miscellaneous concrete improvements. The City Sidewalk Rehabilitation Program specifically focuses on concrete repairs in an ongoing effort to remove any potential safety hazards, improve walkability and beautify the streets of Fontana. The Annual On-Call Concrete Services Contract is intended to serve the needs of the City.

Sealed Bids were opened electronically at 2:00 p.m. on September 9, 2021. Five hundred eighty-two (582) vendors were notified of the bid. Bid packets were downloaded/received by twenty-three (23) vendors and we received five (5) bid responses. Twenty-nine (29) Fontana vendors were notified. No Fontana vendor responses were received. After evaluating the vendor response, the Purchasing Office is recommending CT&T Concrete Paving Inc. as they are the lowest, responsive bidder.

**FISCAL IMPACT:**

Funds have been budgeted in FY 2021/22 in the Capital Reinvestment Fund #601 in the Sidewalk Rehabilitation Project #38104326 and the Road Maintenance and Rehab Fund #283 in the Pavement Rehab - RMRA Project #38104130. Annual expenditures are estimated at \$300,000 annually.

**MOTION:**

Approve staff recommendation.

Bid Results

Bidder Details

Vendor Name	CT&T Concrete Paving Inc.
Address	324 S. Diamond Bar Blvd. Diamond Bar, California 91765 United States
Respondee	Jose Carvajal
Respondee Title	President
Phone	909-629-8000
Email	jose.cttinc@gmail.com
Vendor Type	OSB, CADIR
License #	875627
CADIR	1000025154

Bid Detail

Bid Format	Electronic
Submitted	09/09/2021 1:55 PM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	266096

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
		General Attachment
		General Attachment
		General Attachment
Mock Project Fontana - CT&T.pdf	Mock Project Fontana - CT&T.pdf	General Attachment
Fontana On-Call Concrete Proposal - CT&T.pdf	Fontana On-Call Concrete Proposal - CT&T.pdf	General Attachment
Fontana Unit Rate Sheet - CT&T.pdf	Fontana Unit Rate Sheet - CT&T.pdf	General Attachment
		General Attachment

Subcontractors

No Subcontractors



Line Items

Discount Terms    No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment

Section name required							\$19,405.55		
1	1		Develop and Maintain Storm Water Pollution Prevention Plan (SWPPP) Annual	1	1	\$4,000.00	\$4,000.00	Yes	
2	2		Concrete Pump must be Approved by City	3	1	\$2,000.00	\$2,000.00	Yes	
3	3		Concrete Boom Pump must be Approved by City	1	1	\$4,000.00	\$4,000.00	Yes	
4	5		Concrete Removal only - shall include root removal and grading and fill as required. Cost per 11 to 20 CY.	22	1	\$185.00	\$185.00	Yes	
5	10		Asphalt Pavement Removal only- shall include root removal and grading and fill as required. Cost per 10.1 or more CY.	11	1	\$185.00	\$185.00	Yes	
6	11		Concrete removal and replacement "A" Curb, City of Fontana Std. Plan No. 1000- 6" Curb Face- Per Special Provisions. Cost per 1 to 50 LF.	28	1	\$64.00	\$64.00	Yes	
7	16		Concrete removal and replacement, "A" Curb, City of Fontana Std. Plan No. 1000- 8" Curb Face – Per Special Provisions. Cost per 201 or more LF.	355	1	\$44.00	\$44.00	Yes	
8	19		Concrete removal and replacement, Curb and Gutter, City of Fontana Std. Plan No. 1000- 6" Curb Face- Per Special Provisions. Cost per 201 or more LF.	850	1	\$49.00	\$49.00	Yes	
9	21		Concrete removal and replacement, Curb and Gutter, City of Fontana Std. Plan No. 1000- 8" Curb Face- Per Special Provisions. Cost per 51 to 200 LF.	51	1	\$60.00	\$60.00	Yes	
10	23		Concrete removal and replacement, Rolled Curb and Gutter, CalTrans Standard Plan A87A Type E Curb- Per Special Provisions. Cost Per 1 to 50 LF.	12	1	\$80.00	\$80.00	Yes	
11	27		Concrete removal and replacement, Curb Return Access Ramp, City of Fontana Std. Plan No. 1003- 6" Curb & Gutter, BCR to ECR. – Per Special Provisions. Cost per 51 to 100 LF.	98	1	\$48.00	\$48.00	Yes	
12	31		Concrete removal and replacement, Curb Return Access Ramp, City of Fontana Std. Plan No. 1003- 8" Curb & Gutter, BCR to ECR- Per Special Provisions. Cost per 101 or more LF.	101	1	\$52.00	\$52.00	Yes	
13	32		Concrete removal and replacement, Modified Return Access Ramp, City of Fontana Std. Plan No. 1004- 6" Curb & Gutter, BCR to ECR. – Per Special Provisions. Cost per 1 to 50 LF.	48	1	\$48.00	\$48.00	Yes	
14	36		Concrete removal and replacement, Modified Return Access Ramp, City of Fontana Std. Plan No. 1004- 8" Curb & Gutter, BCR to ECR. – Per Special Provisions. Cost per 51 to 100 LF.	78	1	\$52.00	\$52.00	Yes	
15	39		Concrete removal and replacement Cross Gutter, City of Fontana, Std. Plan No. 403, 8" thick. Cost per 51 to 100 SF.	68	1	\$18.00	\$18.00	Yes	
16	42		Concrete removal and replacement, Spandrel, City of Fontana, Std Plan No. 403, 8" thick. Cost per 51 to 100 SF.	52	1	\$22.00	\$22.00	Yes	
17	46		Concrete removal and replacement, Sidewalk 4" thick, City of Fontana Std Plan No. 1006. Cost per 801 or more SF.	16193	1	\$8.25	\$8.25	Yes	
18	47		Concrete removal and replacement, Sidewalk 6" thick, City of Fontana Std Plan No. 1006. Cost per 1 to 54 SF.	40	1	\$16.80	\$16.80	Yes	
19	50		Concrete removal and replacement, Curb Return Access Ramp 4" thick, City of Fontana, Std plans No. 1003. – Includes any retaining curb. Cost per 1 to 400 SF.	98	1	\$29.00	\$29.00	Yes	
20	53		Concrete removal and replacement, Curb Return Access Ramp 6" thick, City of Fontana, Std plans No. 1003. Includes any retaining curb. Cost per 541 or more per SF.	550	1	\$30.00	\$30.00	Yes	
21	55		Concrete removal and replacement, 6" thick, Residential Driveway Approach, City of Fontana Std Plan No. 1001 or 1002. Cost per 541 or more per SF.	1994	1	\$12.00	\$12.00	Yes	
22	57		Concrete removal and replacement, 8" thick, Commercial Driveway Approach, City of Fontana Std Plan No. 1002. Cost per 41 to 400 SF.	273	1	\$14.00	\$14.00	Yes	
23	59		Concrete removal and replacement 6" thick, Basic Flatwork Concrete - Mix 560-C-3250. Cost per 1 to 540 SF.	540	1	\$14.00	\$14.00	Yes	
24	61		Flatwork concrete removal and replacement, 8" thick, Concrete - Mix 560-C-3250. Cost per 1 to 400 SF.	399	1	\$16.00	\$16.00	Yes	
25	64		Irrigation pipe, 1/2" and 3/4" diameter, PVC Sch 40 or Class 200 - for new installation only. Cost per 11 to 50 per LF.	46	1	\$25.00	\$25.00	Yes	
26	68		Irrigation pipe, 1" and 1 1/4" diameter, PVC Sch 40 or Class 200 - for new installation only. Cost per 50.1 or more LF.	52	1	\$28.00	\$28.00	Yes	
27	70		3" to 4" Field Drainage Pipe (ABS) - for new installation only. Cost per 11 to 50 LF.	45	1	\$30.00	\$30.00	Yes	
28	73		Install and Adjust Lawn or Shrub Sprinkler Head, 1/2" to 3/4" diameter inlet - for new installation only. Cost per 6 to 10 EA.	7	1	\$80.00	\$80.00	Yes	
29	75		Top-Soil, Class "A" - for new installation only. Cost Per 1 to 100 SF.	56	1	\$5.00	\$5.00	Yes	
30	77		Addition -Steel Trench Plate Bridging; - See Standard Plan 1009 – for rental purposes and not part of the on-going work. Cost per plate/WK EA.	3	1	\$255.00	\$255.00	Yes	
31	79		Outside work area - Adjust Utility Box, Cover, or Inspection Port - All existing are including in the removal and replace line items. Cost per 1 or more EA.	2	1	\$480.00	\$480.00	Yes	
32	80		Outside work area - Adjust Manhole, Ring and Cover - All existing are including in the removal and replace line items. Cost per 1 or more EA.	2	1	\$1,400.00	\$1,400.00	Yes	
33	81		New Spike & Washer and/or Survey Ties – All existing are including in the removal and replace line items. Cost per 1 or more EA.	2	1	\$1,800.00	\$1,800.00	Yes	
34	82		New Curb Drain Per City Std. Plan No. 3002, (residential curb drain) - All existing are including in the removal and replace line items. Cost per 1 or more EA.	3	1	\$350.00	\$350.00	Yes	
35	83		Relocate Mailbox. Cost per 1 or more EA.	1	1	\$480.00	\$480.00	Yes	
36	85		Crushed Miscellaneous Base (CMB), In-Place when not part of removal and replace process. Cost per 6 to 10 CY.	8	1	\$120.00	\$120.00	Yes	
37	89		Unclassified Excavation: - This bid item for any excavation outside bid items, debris pick-up or removal of illegally dumped stockpiles. Cost per 11 or more CY.	13	1	\$130.00	\$130.00	Yes	
38	91		Type "E" Joint Sealant. Cost per 51 or more LF.	58	1	\$22.00	\$22.00	Yes	
39	92		6"x6"; #6 Welded Wire Fabric (WWF Reinforcement)	250	1	\$1.50	\$1.50	Yes	
40	93		Additional - Changeable Message Sign (CMS) for rental	1	1	\$440.00	\$440.00	Yes	
41	94		Additional - Changeable Message Sign (CMS) for rental	3	1	\$700.00	\$700.00	Yes	
42	95		Additional - Changeable Message Sign (CMS) for rental	1	1	\$1,780.00	\$1,780.00	Yes	
43	96		Parkway leveling - removing, disposing, root removal and grading parkway	100	1	\$9.00	\$9.00	Yes	
44	97		Sidewalk Concrete Drain Top Plate - Remove and Replace	48	1	\$71.00	\$71.00	Yes	
45	98		Concrete Drain Culvert - Remove and replace	60	1	\$81.00	\$81.00	Yes	
46	99		Concrete Catch Basin Top Plate - Remove and Replace (City to provide manhole cover and ring). Contractor to provide bulb angle.	84	1	\$71.00	\$71.00	Yes	

Line Item Subtotals

Section Title	Line Total
Section name required	\$19,405.55
Grand Total	\$19,405.55

**\*\*SUBMIT ONLINE\*\***

**BIDDER'S NAME** CT&T Concrete Paving Inc.

**PROPOSAL  
FOR CONSTRUCTION OF**

**Annual On-Call Concrete Services  
For  
Public Works Improvements  
Multi-Year Contract**

**Project No. SB-10-PW-22**

**TO CITY OF FONTANA, as CITY:**

In accordance with **CITY'S "Notice Inviting Sealed Bids"**, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required as set forth in the Plans, Specifications, and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instructions to Bidders, and Contract Documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with **CITY** at the unit and/or lump sum prices set forth in the following Proposal Bid Sheet. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to **CITY** of the Bid Bond accompanying this proposal. Furthermore, BIDDER certifies that it will be responsible for incorporating into its bid whatever contingencies which are discernible by a reasonable investigation.

BIDDER agrees and acknowledges that it is aware of the provisions of **Section 3700 of the Labor Code** which requires every employer to be insured against liability for workman's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the BIDDER will comply with such provisions of that code before commencing the performance of this Contract if awarded to it.

BIDDER certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the **CITY** is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this proposal is in all respects fair and without collusion or fraud.

**\*\*SUBMIT ONLINE\*\***

BIDDER certifies that affirmative action has been taken to seek out and consider disadvantaged business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been carefully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder.

Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

- BIDDER certifies that a person possesses a California Class "A" General Engineering Contractor's license or Class C-8 Concrete with C-12 Earthwork and Paving
- At the time of submitting a bid, the Contractor shall possess a California Class "A" General Engineering Contractor's license or Class C-8 Concrete with C-12 Earthwork and Paving

BIDDER declares that the contractor's **Class "A" or Class "C-8" with Class "C-12" Earthwork and Paving** license number(s) is/are

875627 and that the license expiration date is

DATED: April 30th, 2022

BIDDER: CT&T Concrete Paving Inc.

BIDDER'S ADDRESS:

BY: 

324 S. Diamond Bar Blvd, PMB 275

TITLE: President

Diamond Bar, CA 91765

PHONE: (909) 629-8000

FAX NO: (909) 629-8001

E-MAIL: jose.cttinc@gmail.com

**\*\*SUBMIT ONLINE\*\***

## BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name: CT&T Concrete Paving Inc.

Business Address: 324 S. Diamond Bar Blvd, PMB 275

Diamond Bar, CA 91765

Telephone: (909) 629-8000 Fax: (909) 629-8001

E-Mail: jose.cttinc@gmail.com

State Contractor's License No. and Class: 875627, Class A, C-8, C-12

Original Date Issued: 04/05/2006 Expiration Date: 04/30/2022

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

Jose Carvajal, President & Secretary, 4671 Palm Ave, Yorba Linda, CA, 909-629-8000

Jackie Carvajal, Treasurer, 4671 Palm Ave, Yorba Linda, CA, 909-629-8000

\_\_\_\_\_

\_\_\_\_\_

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

None - Not Applicable

\_\_\_\_\_

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

CT&T Inc.

\_\_\_\_\_



**\*\*SUBMIT ONLINE\*\***

## CONTRACTOR'S LICENSING STATEMENT

The undersigned certifies that bidder is licensed in accordance with the laws of the State of California providing for the registration of Contractors.

Contractor's License Number: 875627

License Classification: A, C-8, C-12 Expiration Date: 04/30/2022

Name of Individual Contractor (Print or type):

\_\_\_\_\_

Signature of Owner: \_\_\_\_\_

Business Address: \_\_\_\_\_

or

Name of Firm: \_\_\_\_\_

Business Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

or

Name of Corporation: CT&T Concrete Paving Inc.

Business Address: 324 S. Diamond Bar Blvd, PMB 275, Diamond Bar, CA 91765

Corporation organized under the laws of the State of California

\_\_\_\_\_  
Signature of President of Corp.

\_\_\_\_\_  
Signature of Secretary of Corp.

09/08/2021

Date

**\*\*ENTER ONLINE\*\***

## **LIST OF SUBCONTRACTORS**

BIDDER proposes to subcontract certain portions of the work as follows:

<b>Name Under Which Subcontractor Is licensed</b>	<b>State License No.</b>	<b>Address of office, mill or shop</b>	<b>Percent total Contract</b>	<b>Specific description of work</b>	<b>DBE Yes / No</b>
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**LISTING OF SUBCONTRACTORS WILL BE ENTERED ONLINE WHEN SUBMITTING YOUR PROPOSAL**

**ALL ITEMS OF INFORMATION REQUESTED ON THIS PAGE ARE REQUIRED. BIDDERS SHALL SPECIFY EACH SUBCONTRACTOR WHO WILL PERFORM WORK OR LABOR OR RENDER SERVICE TO THE PRIME CONTRACTOR IN AN AMOUNT IN EXCESS OF ONE HALF OF ONE PERCENT (0.5%) OF THE PRIME CONTRACTOR'S TOTAL BID. FAILURE TO LIST ALL INFORMATION AS REQUESTED ABOVE MAY RESULT IN DISQUALIFICATION OF THE BID.**



**\*\*SUBMIT ONLINE\*\***

## REFERENCES

The bidder must demonstrate knowledge of public construction techniques and must possess a working ability to perform similar construction work for a public agency. The City expressly reserves the right to reject the bid of any bidder who has failed to complete **three (3) similar projects of substantially the same type** in a timely fashion or in a satisfactory manner. The following are the names, addresses, phone numbers and contact person for three public agencies for which BIDDER has performed similar work within the past three (3) years: **FAILURE TO FURNISH SUCH INFORMATION (IN THE COMPLETE FORMAT REQUIRED) MAY CAUSE YOUR BID TO BE REJECTED AS NON-RESPONSIVE.**

AGENCY: City of Montebello

ADDRESS: 1600 W. Beverly Blvd, Montebello, CA 90640

CONTACT PERSON: Albert Mendoza

PHONE: 323-532-0936 EMAIL: AMendoza@cityofmontebello.com

SCOPE OF WORK AND DOLLAR AMOUNT: Annual Concrete Repair Program - R/R sidewalk, curb & gutters, and drive approaches at various locations. \$277,000.00

AGENCY: City of Corona

ADDRESS: 400 S. Vicentia Ave, Corona, CA 92882

CONTACT PERSON: Barry Ghaemi

PHONE: 951-739-4961 EMAIL: Barry.Ghaemi@coronaca.gov

SCOPE OF WORK AND DOLLAR AMOUNT: Sidewalk Improvements Project - R/R sidewalk, curb & gutters, drive approaches, etc. at various locations. \$470,841.00

AGENCY: City of Chino

ADDRESS: 13220 Central Ave, Chino, CA 91710

CONTACT PERSON: Jesse Lopez

PHONE: 909-334-3266 EMAIL: jesse.lopez@cityofchino.org

SCOPE OF WORK AND DOLLAR AMOUNT: On-Call Concrete Construction at Various Locations \$900,000.00

**\*\*SUBMIT ONLINE\*\***

### DESIGNATOR OF SURETIES

The following are the names, addresses, and phone numbers for all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

NAME/TITLE: The Bond Exchange

ADDRESS: 24800 Chrisanta Ave, St. 160, Mission Viejo, CA

PHONE: 949-461-7000 FAX: 949-461-7725

E-MAIL: ymullick@thebond-exchange.com

NAME/TITLE: McRae and Associates Insurance Services

ADDRESS: 1265 Manassero St STE 303, Anaheim, CA, 92807

PHONE: 714-779-6999 FAX: 714-779-6903

E-MAIL: maricela@mcraineinsurance.insure

NAME/TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**\*\*SUBMIT ONLINE\*\***

## NON-COLLUSION DECLARATION

The undersigned declares:

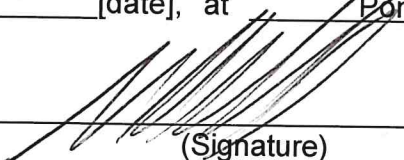
I am the President of CT&T Concrete Paving Inc.

\_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 09/08/2021 [date], at Pomona [city], CA [state].

  
\_\_\_\_\_  
(Signature)

Jose Carvajal  
\_\_\_\_\_  
(Print Name)

President  
\_\_\_\_\_  
(Title)

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On September 8<sup>th</sup>, 2021 before me, Daniel A. Butler, A Notary Public  
(Here insert name and title of the officer)

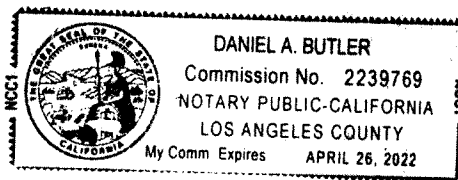
personally appeared Jose Carvajal  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Daniel A. Butler  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Non-collusion Declaration  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☒ Corporate Officer  
President  
(Title)  
☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



**\*\*SUBMIT ONLINE\*\***

### **CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS**

**Labor Code Section 1735** requires that no discrimination be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex of such persons, except as provided in **Government Code Section 12940**.

The firm listed below certifies that it does not discriminate in its employment with regard to the factors set forth in **Labor Code Section 1735**; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

**We agree specifically:**

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM: CT&T Concrete Paving Inc.

TITLE OF PERSON SIGNING: President

SIGNATURE: 

DATE: 09/08/2021

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

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**\*\*ENTER ONLINE\*\***

**FOR CONSTRUCTION OF**  
**Annual On-Call Concrete Services**  
**of**  
**Public Works Improvements**  
**Multi Year Contract**

**Project No. SB-10-PW-22**

**ADDENDUM ACKNOWLEDGMENT**

ADDENDUM(S) TO BE ACKNOWLEDGED ONLINE WHEN YOU ARE SUBMITTING YOUR BID.

**\*\*ENTER ONLINE\*\***

**PROPOSAL BID SHEET  
FOR CONSTRUCTION OF**

**Annual On-Call Concrete Services  
of  
Public Works Improvements**

**Project No. SB-10-PW-22  
MULTI-YEAR CONTRACT**

The work of this Contract for Maintenance of Public Works Improvements consists of furnishing all labor, materials, equipment, supplies, transportation, cleanup and incidentals required for performing all demolition, construction, installation and testing of all improvements, modifications, and additions, all as show on the work order(s), drawings and specified in these specifications for each of the items listed. The work includes mobilization of personnel, equipment, materials, supplies, and incidentals; traffic control, clearing and grubbing, demobilization, miscellaneous work, and any other work, features and details necessary to construct the work items listed herein, complete, in place, and fully operational.

The work of this Contract is based on the Standard Specifications of the **CITY** as contained in the latest edition of the **STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, ("Green Book")** including all supplements, the City of Fontana Standard Plans, and the specifications of this Contract.

**FOR CONSTRUCTION OF PROPOSAL BID SHEET**

(SUBMIT ONLINE)

**Addendum No 1 – Revised**  
**Annual On-Call Concrete Services For**  
**Maintenance of Public Works Improvements**  
**Project No. SB-10-PW-22**

**Unit Cost Rate Sheet**

Contractor to furnish all Labor, Materials and Equipment for the construction, repair, removal, replace and disposal for concrete improvements of Flatwork, Sidewalks, Cross Gutters, Spandrals, Curbs and Gutter for various locations Citywide. All work shall include the all saw-cutting, removal, disposal of Concrete and/or Asphalt, grading compaction root removal, backfill, lawn replacement, sprinkler repair, utility box adjustment and asphalt street repair (minimal width 20") adjacent to any concrete work

Item	Item Description	Quantity	Unit	Total
1	Develop and Maintain Storm Water Pollution Prevention Plan (SWPPP) Annual	1	LS	\$4,000.00
2	Concrete Pump must be Approved by City	1	EA	\$2,000.00
3	Concrete Boom Pump must be Approved by City	1	EA	\$4,000.00
4	Concrete Removal only - shall include root removal and grading and fill as required.	1 to 10	CY	\$280.00
5		11 to 20	CY	\$190.00
6		21 to 40	CY	\$185.00
7		41 or more	CY	\$185.00
8	Asphalt Pavement Removal only- shall include root removal and grading and fill as required.	1 to 5	CY	\$280.00
9		5.1 to 10	CY	\$190.00
10		10.1 or more	CY	\$185.00
11	Concrete removal and replacement "A" Curb, City of Fontana Std. Plan No. 1000- 6" Curb Face- Per Special Provisions	1 to 50	LF	\$64.00
12		51 to 200	LF	\$54.00
13		201 or more	LF	\$44.00
14	Concrete removal and replacement, "A" Curb, City of Fontana Std. Plan No. 1000- 8" Curb Face – Per Special Provisions	1 to 50	LF	\$64.00
15		51 to 200	LF	\$54.00
16		201 or more	LF	\$44.00
17	Concrete removal and replacement, Curb and Gutter, City of Fontana Std. Plan No. 1000- 6" Curb Face- Per Special Provisions	1 to 50	LF	\$69.00
18		51 to 200	LF	\$59.00
19		201 or more	LF	\$49.00
20	Concrete removal and replacement, Curb and Gutter, City of Fontana Std. Plan No. 1000- 8" Curb Face- Per Special Provisions	1 to 50	LF	\$70.00
21		51 to 200	LF	\$60.00
22		201 or more	LF	\$55.00
23	Concrete removal and replacement, Rolled Curb and Gutter, CalTrans Standard Plan A87A Type E Curb- Per Special Provisions	1 to 50	LF	\$80.00
24		51 to 200	LF	\$70.00
25		201 or more	LF	\$58.00



(SUBMIT ONLINE)

Item	Item Description	Quantity	Unit	Total
26	Concrete removal and replacement, Curb Return Access Ramp, City of Fontana Std. Plan No. 1003-6" Curb & Gutter, BOR to EOR – Per Special Provisions	1 to 50	LF	\$48.00
27		51 to 100	LF	\$48.00
28		101 or more	LF	\$48.00
29	Concrete removal and replacement, Curb Return Access Ramp, City of Fontana Std. Plan No. 1003-8" Curb & Gutter, BOR to EOR – Per Special Provisions	1 to 50	LF	\$52.00
30		51 to 100	LF	\$52.00
31		101 or more	LF	\$52.00
32	Concrete removal and replacement, Modified Return Access Ramp, City of Fontana Std. Plan No. 1004- 6" Curb & Gutter, BOR to EOR – Per Special Provisions	1 to 50	LF	\$48.00
33		51 to 100	LF	\$48.00
34		101 or more	LF	\$48.00
35	Concrete removal and replacement, Modified Return Access Ramp, City of Fontana Std. Plan No. 1004- 8" Curb & Gutter, BOR to EOR – Per Special Provisions	1 to 50	LF	\$52.00
36		51 to 100	LF	\$52.00
37		101 or more	LF	\$52.00
38	Concrete removal and replacement Cross Gutter, City of Fontana, Std. Plan No. 403, 8" thick	1 to 50	SF	\$22.00
39		51 to 100	SF	\$18.00
40		101 or more	SF	\$18.00
41	Concrete removal and replacement, Spandrel, City of Fontana, Std Plan No. 403, 8" thick,	1 to 50	SF	\$45.00
42		51 to 100	SF	\$22.00
43		101 or more	SF	\$22.00
44	Concrete removal and replacement, Sidewalk 4" thick, City of Fontana Std Plan No. 1006,	1 to 400	SF	\$13.20
45		401 to 800	SF	\$10.90
46		801 or more	SF	\$8.25
47	Concrete removal and replacement, Sidewalk 6" thick, City of Fontana Std Plan No. 1006	1 to 54	SF	\$16.80
48		55 to 540	SF	\$14.00
49		540 or more	SF	\$10.25
50	Concrete removal and replacement, Curb Return Access Ramp 4" thick, City of Fontana, Std plans No. 1003. – Includes any retaining curb	1 to 400	SF	\$29.00
51		401 or more	SF	\$28.00
52	Concrete removal and replacement, Curb Return Access Ramp 6" thick, City of Fontana, Std plans No. 1003. Includes any retaining curb	1 to 540	SF	\$31.00
53		541 or more	SF	\$30.00
54	Concrete removal and replacement, 6" thick, Residential Driveway Approach, City of Fontana Std Plan No. 1001 or 1002,	1 to 540	SF	\$14.00
55		541 or more	SF	\$12.00
56	Concrete removal and replacement, 8" thick, Commercial Driveway Approach, City of Fontana Std Plan No. 1002,	1 to 40	SF	\$18.00
57		41 to 400	SF	\$14.00
58		401 or more	SF	\$14.00

(SUBMIT ONLINE)

Item	Item Description	Quantity	Unit	Total
59	Concrete removal and replacement 6" thick, Basic Flatwork Concrete - Mix 560-C-3250	1 to 540	SF	\$14.00
60		541 or more	SF	\$12.00
61	Flatwork concrete removal and replacement, 8" thick, Concrete - Mix 560-C-3250	1 to 400	SF	\$16.00
62		401 or more	SF	\$14.00

Additional Bid Items -				
Item	Item Description	Quantity	Unit	Total
63	Irrigation pipe, 1/2" and 3/4" diameter, PVC Sch 40 or Class 200 - for <b>new</b> installation only	1 to 10	LF	\$25.00
64		11 to 50	LF	\$25.00
65		51 or more	LF	\$25.00
66	Irrigation pipe, 1" and 1 1/4" diameter, PVC Sch 40 or Class 200 - for <b>new</b> installation only	1 to 10	LF	\$28.00
67		10.1 to 50	LF	\$28.00
68		50.1 or more	LF	\$28.00
69	3" to 4" Field Drainage Pipe (ABS) - for <b>new</b> installation only	1 to 10	LF	\$30.00
70		11 to 50	LF	\$30.00
71		51 or more	LF	\$30.00
72	Install and Adjust Lawn or Shrub Sprinkler Head, 1/2" to 3/4" diameter inlet - for <b>new</b> installation only	1 to 5	EA	\$80.00
73		6 to 10	EA	\$80.00
74		11 or more	EA	\$80.00
75	Top-Soil, Class "A" - for new installation only	1 to 100	SF	\$5.00
76	Addition -Steel Trench Plate Bridging; - See Standard Plan 1009 – for rental purposes and not part of the on-going work.	Per plate/day	EA	\$230.00
77		Per plate/Wk	EA	\$255.00
78		Per plate/Mo.	EA	\$190.00
79	Outside work area - Adjust Utility Box, Cover, or Inspection Port - All existing are including in the removal and replace line items.	1 or more	EA	\$480.00
80	Outside work area - Adjust Manhole, Ring and Cover - All existing are including in the removal and replace line items.	1 or more	EA	\$1,400.00
81	New Spike & Washer and/or Survey Ties – All existing are including in the removal and replace line items.	1 or more	EA	\$1,800.00
82	New Curb Drain Per City Std. Plan No. 3002, (residential curb drain) - All existing are including in the removal and replace line items.	1 or more	EA	\$350.00



(SUBMIT ONLINE)

Item	Item Description	Quantity	Unit	Total
83	Relocate Mailbox	1 or more	EA	\$480.00
84	Crushed Miscellaneous Base (CMB), In-Place when not part of removal and replace process	1 to 5	CY	\$190.00
85		6 to 10	CY	\$120.00
86		11 or more	CY	\$120.00
87	Unclassified Excavation: - This bid item for any excavation outside bid items, debris pick-up or removal of illegally dumped stockpiles.	1 to 5	CY	\$200.00
88		6 to 10	CY	\$130.00
89		11 or more	CY	\$130.00
90	Type "E" Joint Sealant	1 to 50	LF	\$22.00
91		51 or more	LF	\$22.00
92	6"x6"; #6 Welded Wire Fabric (WWF Reinforcement)	Per	SF	\$1.50
93	Additional - Changeable Message Sign (CMS) for rental	1	Day	\$440.00
94		1	Week	\$700.00
95		1	Month	\$1,780.00
96	Parkway leveling - removing, disposing, root removal and grading parkway	Per	SF	\$9.00
97	Sidewalk Concrete Drain Top Plate - Remove and Replace	Per	SF	\$71.00
98	Concrete Drain Culvert Pan- Remove and Replace	Per	SF	\$81.00
99	Concrete Catch Basin Top Plate - Remove and Replace (Qty to provide manhole cover and ring). Contractor to provide bulb angle.	Per	SF	\$71.00

**NOTE:** The listed items in the Unit Cost Rate Sheet are supplied to give a representative Unit Cost for each respective item as indicated.

The Contractor shall perform, with its own organization, contract work amounting to at least 50 percent of the Contract Price, except that any designated "**Specialty Items**" may be performed by subcontract and the amount of any such "**Specialty Items**" so performed may be deducted from the Contract Price before computing the amount of work required to be performed by the Contractor with its own organization. The **CITY** reserves the right to reject any and or all bids, or to waive any information on any one or all bids received. The **CITY** specifically reserves the right to delete, reduce all or any portion of the work at any time at the City's sole discretion.



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-980

**Agenda #:** D.

**Agenda Date:** 11/9/2021

**Category:** Consent Calendar

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**FROM:**

Engineering

**SUBJECT:**

Award a Construction Contract for Fire Station No. 81

**RECOMMENDATION:**

1. Authorize the City Manager to execute a Construction Contract with TELACU Construction Management, Inc. for the construction of the Fire Station No. 81 project in the amount of \$8,205,000.00 and authorize a 10% contingency in the amount of \$820,500.00 (Bid No. SB-06-DE-22).

2. Authorize the City Manager to execute any and all utility agreements, utility easements, and any related items on behalf of the City of Fontana for Fire Station No. 81.

**COUNCIL GOALS:**

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

**DISCUSSION:**

Fire Station No. 81 is a priority one project that involves the construction of a new fire station in the northern area of the City limits. The proposed site is located at 16615 Casa Grande Avenue, on the southwest corner of Casa Grande Avenue and Montelena Road (approximately 0.2 miles west of Sierra Avenue). The new fire station is needed to improve response times in the northern area of the City. As part of the Fire District Master Plan, the project will help meet the goal of response times that are less than five minutes within the District 90 percent of the time.

The new station will be a single story, 13,247 square foot building located within the Summit at Rosena Specific Plan, on a parcel of approximately 1.3 gross acres. The station is designed to accommodate up to eight fire fighters and a battalion chief in an individual dormitory style setting with the following features:

- Administrative Offices - Public Lobby, Conference Room, and Public Restroom
- Staff Office Space

- Kitchen, Dining Area, and Day Room
- Exercise and Locker Room
- EMS Storage and Shop
- Secure Parking
- Emergency Generator

Bids were opened on October 18, 2021, and a total of 19 bids were received ranging from \$8,205,000 to \$12,780,000. A bid in the amount of \$70,880 was received from Base Line Fire Protection and has been deemed non-responsive as it was only for the WET Fire Sprinkler System and not for the entire project. After reviewing the proposed bid documents and checking references, Engineering staff has determined TELACU Construction Management, Inc. to be the lowest responsible and responsive bidder.

Upon approval of the construction contract, construction will commence with estimated completion by December 2022.

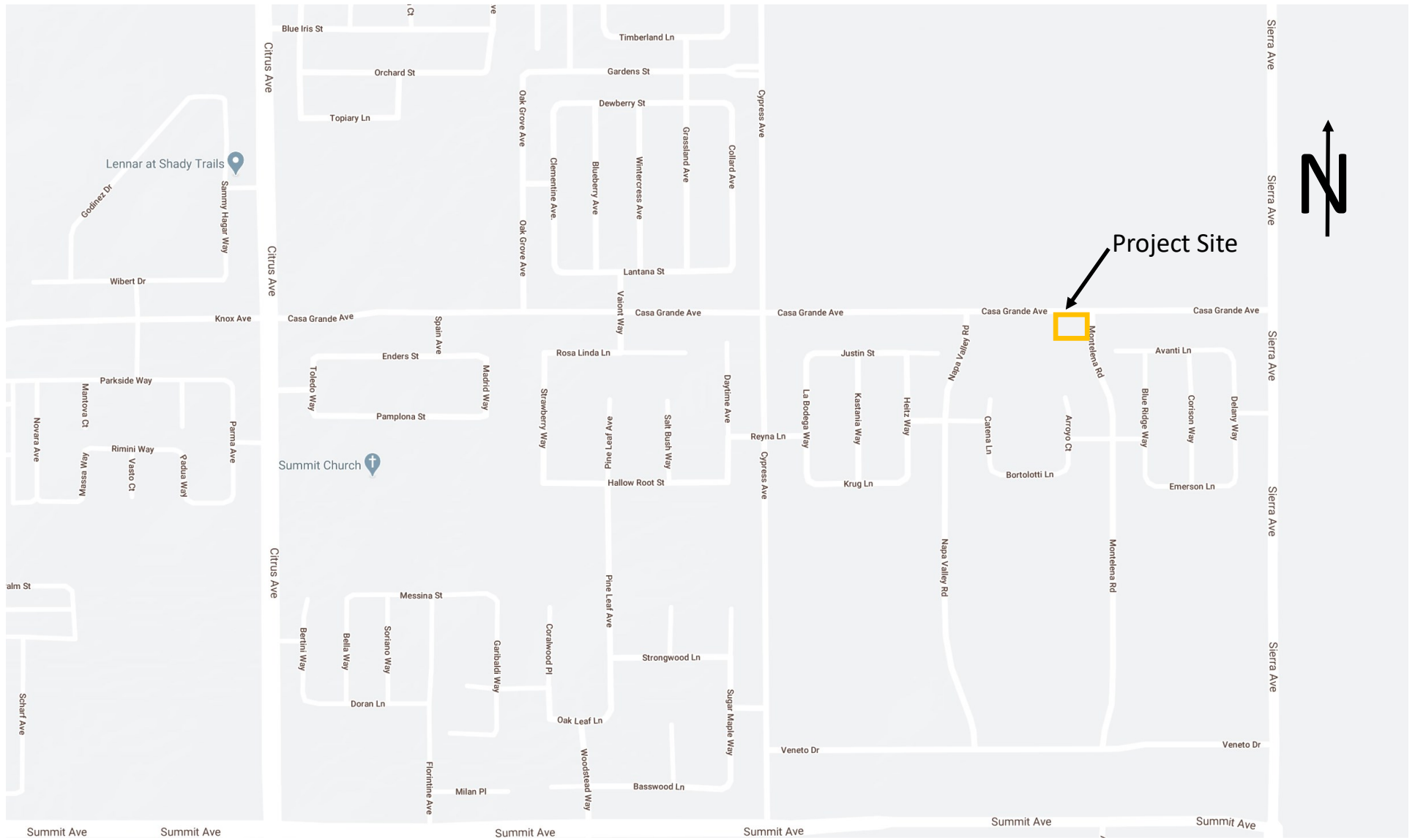
**FISCAL IMPACT:**

The amount of \$12,090,967 is budgeted in the Fiscal Year 2021/2022 Fire Capital Project Fund (Fund 610) for the proposed new fire station (Project No. 3383), with \$1,600,000 allocated for project administration and \$10,490,967 allocated for construction.

**MOTION:**

Approve staff recommendation.

## Vicinity Map







NORTH ELEVATION

1/8" = 1'-0"

5



EAST ELEVATION

1/8" = 1'-0"

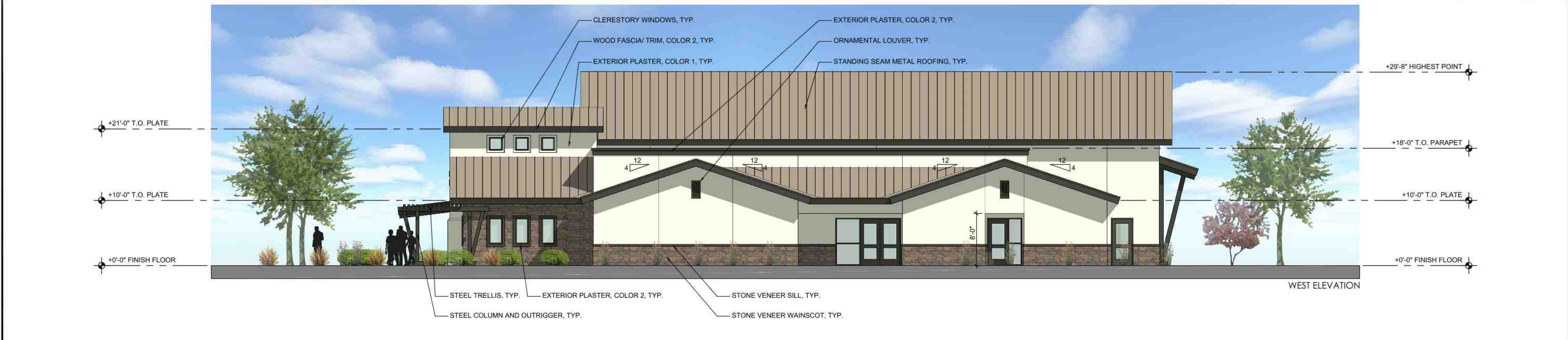
6



SOUTH ELEVATION

1/8" = 1'-0"

7



WEST ELEVATION

1/8" = 1'-0"

8

ARCHITECTS  
**WLC**  
CLIENT FOCUSED • PASSION DRIVEN  
SOUTHERN CALIFORNIA  
8163 ROCHESTER AVENUE, SUITE 100  
RANCHO CUCAMONGA  
CALIFORNIA 91730-0729  
TEL: 909-987-0909  
www.wlcarchitects.com

**FONTANA FIRE STATION No. 81**  
San Bernardino County Fire Department  
16615 Casa Grande Avenue, Fontana, CA 92336



CONSULTANT

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△			
△			
NO	DATE	BY	DESCRIPTION
REVISIONS			

DRAWN: KWC	CHECKED: KN
DATE: 1/7/2021	SCALE: AS NOTED
PROJECT NUMBER: 2013000	

**EXTERIOR ELEVATIONS**

DRAWING NUMBER: **A3.1**





VIEW OF NORTHEAST CORNER



AERIAL VIEW OF NORTHEAST CORNER



VIEW OF NORTHWEST CORNER



AERIAL VIEW OF NORTHWEST CORNER

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NO	DATE	BY	DESCRIPTION
REVISIONS			

DRAWN: KWC	CHECKED: KN
DATE: 1/7/2021	SCALE: AS NOTED
PROJECT NUMBER: 2013000	





# **Bid Results** **Fire Station 81 Project** **SB-06-DE-22**

Contractor	Total
TELACU Construction Management	\$ 8,205,000.00
R. C. Construction Services, Inc.	\$ 8,395,000.00
AMG & Associates, Inc.	\$ 8,985,000.00
Saifco Construction Company	\$ 9,330,000.00
R. J. Daum Construction Co.	\$ 9,372,996.90
RAL Investment Corporation	\$ 9,478,520.00
Cal-City Construction, Inc.	\$ 9,480,000.00
PCN3, Inc.	\$ 9,489,000.00
Act 1 Construction	\$ 9,899,000.00
AWI Builders, Inc.	\$ 9,990,090.00
Spectrum Construction Group, Inc.	\$ 9,998,500.00
Woodcliff Corporation	\$ 10,018,000.00
Newman Midland Corp.	\$ 10,123,424.00
Macro-Z-Technology	\$ 10,288,000.00
Royal Construction Corp.	\$ 10,368,000.00
RT Contractor Corp.	\$ 12,140,000.00
Nationwide Contracting Services, Inc.	\$ 12,780,000.00

# Bid Results

## Bidder Details

Vendor Name	TELACU Construction Management
Address	604 N. Eckhoff St. Orange, California 92868 United States
Respondee	John Clem
Respondee Title	President
Phone	714-541-2390
Email	estimating@telacu.com
Vendor Type	
License #	741851
CADIR	

## Bid Detail

Bid Format	Electronic
Submitted	10/18/2021 1:55 PM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	269995

## Respondee Comment

## Buyer Comment

## Attachments

File Title	File Name	File Type
TCM Fontana Fire Station No. 81_Bid Bond.pdf	TCM Fontana Fire Station No. 81_Bid Bond.pdf	Bid Bond
TCM Fontana Fire Station No. 81_Bid No. SB-06-DE-22.pdf	TCM Fontana Fire Station No. 81_Bid No. SB-06-DE-22.pdf	General Attachment

Subcontractors

Showing 23 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
AIR EXCHANGE 1494 - B EAST FRANCIS ST. ONTARIO, California 91761	Vehicle Exhaust Removal System	664135	1000011166	\$123,641.00	
APPLE VALLEY COMMUNICATIONS 21805 HWY APPLEVALLEY, California 92307	Low Voltage	542642	1000002294	\$99,992.16	
Ace Fence Company 727 N. Glendora Ave. La Puente, California 91744-4059	Fence & Gates	801674	1000004092	\$148,221.00	
Borbon, Inc. 2560 W. Woodland Dr. Anaheim, California 92801	Paint	351557	1000002552	\$88,000.00	MBE, WBE
Construction Hardware Co. P O Box 2587 Pomona, California 91769	Doors & Frames	515824	1000000757	\$163,500.00	
Continental Marble and Tile Compar 2460 Anselmo Drive Corona, California 92879	Tile	394	1000002594	\$90,485.00	
Crown Steel Inc. 11045 Maple ave Bloomington, California 92316-3124	Structural Steel	963155	1000009470	\$140,750.00	
Exclusive Energy and Electric 102 E Grand Blvd Corona, California 92879	Electrical	902374	1000620585	\$990,000.00	
HARDY LANDSCAPE 21520 AMBUSHERS ST DIAMOND BAR, California 91765	Landscaping	905954	1000042805	\$197,000.00	
HULK ENTERPRISES 4352 LAKEVIEW AVENUE Yorbo Linda, California 92886	Concrete	301390	1000023046	\$825,000.00	
Insulation Labs 7023 Valjean Ave Van Nuys, California 91406	Blanket Insulation	1034380	1000738250	\$44,835.00	
JC Framing Construction, Inc. 27576 Commerce CTR. DR Suite 107 Temecula, California 92590	Wood Framing	908338	1000011003	\$945,000.00	
JPI Developement Group, Inc 41205 Golden Gate Circle Murrieta, California 92562	Plumbing	778930	1000000801	\$406,000.00	
Kretschmar and Smith Inc. 6293 Pedley Road Riverside, California 92509	Masonry	467211	1000002071	\$526,400.00	
MATHEWS MECHANICAL 2428 MANDARIN DRIVE CORONA, California 92879	HVAC	886716	1000006955	\$305,400.00	
New Star Constructions services Inc 807 E Orangethorpe Ste B Anaheim, C Anaheim, California 92801	Casework	1037776	1000056859	\$370,101.00	FON

<b>OSHCON</b> 1047 BUCKEYE DRIVE , GREENVILLE, Ohio 45331	Sheet Metal Roofing	918872	1000557385	\$281,822.00	
<b>Overhead Door Company of Inland E</b> 12401 S. La Cadena Dr Colton, California 92324	Overhead Doors	492369	1000017098	\$110,835.00	
<b>POST BROS CONSTRUCTION CO.</b> 2967 E. CORONADO ST ANAHEIM, California 92806	Earthmoving	1074904	1000738556	\$106,769.00	
<b>STONHARD</b> 1000 East Park Ave Maple Shade, New Jersey 08052	Epoxy Flooring	256840	1000010163	\$42,180.00	
<b>Schmitt Drywall Contracting</b> 1325 N Red Gum Street Suite 17 Anaheim, California 92806	Gyp and Plaster	1006340	1000029358	\$409,000.00	
<b>Shelton Fire Protection Co., Inc.</b> 22745 La Palma Ave. Yorba Linda, California 92887	Fire Protection	677631	1000004535	\$90,015.00	CADIR
<b>Slater Glass</b> 145 E. Saint Joseph St Arcadia, California 91006	Aluminum Windows	893323	1000004146	\$64,500.00	

Line Items

Discount Terms    No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							\$8,205,000.00		
1			Add Line Item Description HereConstruction of Fire Station No. 81 and all related on-site and off-site improvements	LS	1	\$8,205,000.00	\$8,205,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Section 1	\$8,205,000.00
Grand Total	\$8,205,000.00



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-981

**Agenda #:** E.

**Agenda Date:** 11/9/2021

**Category:** Consent Calendar

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**FROM:**

Engineering

**SUBJECT:**

Award a Construction Contract for South Fontana Park

**RECOMMENDATION:**

1. Authorize the City Manager to execute a Construction Contract with Bogh Engineering for the construction of the South Fontana Park Project in the amount of \$11,239,000.00 and authorize a 10% contingency in the amount of \$1,123,900.00 (Bid No. SB-18-DE-22).
2. Authorize the City Manager to execute any and all utility agreements, utility easements, and any related items on behalf of the City of Fontana for South Fontana Park.

**COUNCIL GOALS:**

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

**DISCUSSION:**

South Fontana Park is a priority one project that involves the construction of a new 18 acre park in the southern area of the City. The proposed site is located at 16647 Santa Ana Avenue between Cypress and Juniper Avenues. The new park will provide new amenities to the surrounding community and will also enhance the streetscape along Santa Ana Avenue.

The new park amenities to be located within South Fontana Park include:

- Four (4) artificial turf fields with football and soccer field striping
- Restroom/concession building
- Two (2) storage buildings
- Playground/Tot lot area
- Exercise equipment area
- Sports field lighting for nighttime use of the fields

- Walking path
- 521 parking spaces
- Shade structures for spectators at the fields as well as at the exercise equipment area
- New landscape throughout the park

This project will also include a landscape median at the front of the park along Santa Ana Avenue. This will not only enhance the streetscape along Santa Ana Avenue but it will also enhance traffic circulation of the area by reducing conflicting turn movements along the main driveway of the park along Santa Ana Avenue.

Bids were opened on October 21, 2021, and a total of eleven (11) bids were received ranging from \$11,239,000.00 to \$16,677,000.00. After reviewing the proposed bid documents and checking qualifications, Engineering staff has determined Bogh Engineering to be the lowest responsible and responsive bidder. Nine hundred nineteen (919) bidders were notified through the online bid system.

Upon approval of the construction contract, construction will commence with estimated completion by December 2022.

#### **FISCAL IMPACT:**

Funds for this project have been budgeted in the current FY2021-2022 Capital Improvement Program in the Capital Improvement Fund (Fund 602), CFD #86 Fund (Fund 664), CFD #88 Fund (Fund 666), CFD #89 Fund (Fund 667) and CFD #90 Fund (Fund 668) Specifically in PN 4250 South Fontana Park.

Additionally, an amount of \$700,000 is budgeted in the Measure I Local Fund (Fund 246) for the Santa Ana Avenue Landscape Median Project (Project No. 0017) allocated entirely for construction. This fund will be used for the Landscape Median that will be constructed along the project frontage on Santa Ana Avenue as part of the project.

#### **MOTION:**

Approve staff recommendation.





- |   |  |   |   |
|---|--|---|---|
| 1. PARK MONUMENTS (2 QTY.)                          | 6. INCLUSIVE PLAYGROUND (1 QTY.)         | 11. NOT USED                                  | 16. SYNTHETIC TURF SPORTS FIELDS WITH LIGHTING (4 QTY.) |
| 2. SPECTATOR SEATING WITH SHADE STRUCTURE (12 QTY.) | 7. SHADE CANOPIES AT PLAYGROUND (5 QTY.) | 12. FITNESS AREA WITH SHADE STRUCTURE         | 17. STORAGE BUILDING                                    |
| 3. FIRE VEHICLE ACCESS                              | 8. WALKING PATH WITH LIGHTING            | 13. WATERING STATION W/ MISTERS               | 18. GOAL AREA PROTECTIVE SCREEN                         |
| 4. RESTROOM/CONCESSION BUILDING (1 QTY.)            | 9. PEDESTRIAN ACCESS INTO PARK           | 14. PARKING (549 TOTAL STALLS, 12 ADA ACCESS) |   |
| 5. PICNIC AREA (1 QTY.)                             | 10. WARM-UP AREA (NATURAL TURF)          | 15. TRASH ENCLOSURE                           |   |

# SOUTH FONTANA SPORTS PARK

# CONCEPTUAL LANDSCAPE PLAN





**Bid Results**  
**South Fontana Park Project**  
**SB-18-DE-22**

Contractor	Total
Bogh Engineering	\$ 11,239,000.00
Act 1 Construction	\$ 11,431,000.00
Ohno Construction Company	\$ 12,858,000.00
Woodcliff Corporation	\$ 12,983,000.00
KASA Construction, Inc.	\$ 13,168,900.00
Spectrum Construction Group, Inc.	\$ 13,300,000.00
Los Angeles Engineering, Inc.	\$ 13,800,000.00
Environmental Construction, Inc.	\$ 14,847,866.00
Morillo Construction Inc.	\$ 15,588,000.00
Access Pacific, Inc.	\$ 15,635,500.00
Nationwide Contracting Services, Inc.	\$ 16,677,000.00



# Bid Results

## Bidder Details

Vendor Name	Bogh Engineering
Address	401 West 4th St Beaumont, California 92223 United States
Respondee	Lisa Venable
Respondee Title	President
Phone	951-845-4607
Email	lisa@bogh.biz
Vendor Type	CADIR
License #	788915
CADIR	1000000953

## Bid Detail

Bid Format	Electronic
Submitted	10/25/2021 1:56 PM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	270772

## Respondee Comment

## Buyer Comment

## Attachments

File Title	File Name	File Type
BID BOND_Executed.pdf	BID BOND_Executed.pdf	Bid Bond
Bogh Engineering_Bid Docs_South Fontana.pdf	Bogh Engineering_Bid Docs_South Fontana.pdf	General Attachment

Subcontractors

Showing 12 Subcontractors

Name & Address	Desc	License Num	CADIR	Amount	Type
<b>Bithell, Inc.</b> 1004 E. Edna Place Covina, California 91724	099113/099623	225174	1000001155	\$85,951.00	CADIR
<b>Byrom-Davey, Inc.</b> 13220 Evening Creek Drive, Suite 103 San Diego, California 92128	Synthetic Turf	803447	1000000392	\$1,197,027.00	
<b>Chrisp Co.</b> 2280 S. Lilac Ave Rialto, California 92376	Pavement striping	374600	1000000306	\$52,640.00	CADIR
<b>Econo Fence Inc.</b> 5261 Pedley Rd. Riverside, California 92509-3931	Trash Enclosure	337734	1000001395	\$104,670.00	CADIR
<b>Masonry Solutions</b> 10704 valley dr Riverside, California 92505	Masonry	648103	1000548424	\$111,927.58	
<b>Matich Corporation</b> 1596 Harry Sheppard Blvd. San Bernardino, California 92408	AC paving	149783	1000004260	\$345,635.00	CADIR
<b>Paver Plus, Inc.</b> PO Box 39732 Downey, California 90240	Interlocking Pavers	934121	100002585	\$129,548.80	
<b>Rancho Pacific Electric</b> 9063 Santa Anita Ave rancho cucamonga, California 91730	Electrical	1047107	1000062492	\$1,347,648.00	
<b>Southern California Landascape Inc.</b> 8636 Banana Ave. Fontana, California 92335	Landscape	753861	1000001528	\$1,966,950.00	OSB, FON, CADIR
<b>Surface America Inc</b> 505 AERO DRIVE CHEEKTOWAGA, New York 14225	safety surfacing	858674	1000034512	\$147,662.10	
<b>VALLEY PIPELINE</b> 42240 GREEN WAY STE I PALM DESERT, California 92211	site utilities	988742	1000011810	\$911,604.00	
<b>Westbrook Fence Crop.</b> PO Box 90310 San Bernardino, California 92407	Fencing	615318	1000005719	\$778,508.00	

Line Items

Discount Terms    No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							\$11,239,000.00		
1			The contractor shall furnish and install the proposed project in accordance with the plans and specifications	LS	1	\$11,239,000.00	\$11,239,000.00	Yes	

Line Item Subtotals

Section Title	Line Total
Section 1	\$11,239,000.00
Grand Total	\$11,239,000.00



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-998

**Agenda #:** F.

**Agenda Date:** 11/9/2021

**Category:** Consent Calendar

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**FROM:**

Housing

**SUBJECT:**

Extension to Exclusive Negotiation Agreement for Courtplace Apartments

**RECOMMENDATION:**

Approve an extension to the Exclusive Negotiation Agreement (ENA) between the Fontana Housing Authority and the Related Companies of California, LLC, to facilitate the development of an affordable multifamily housing community at the Southridge Detention Basin and authorize the City Manager to execute the Agreement.

**COUNCIL GOALS:**

- To promote affordable housing by construction of high-quality multi-family housing which also serves to address the affordability needs of this community.

**DISCUSSION:**

The Southridge Detention Basin encompasses approximately 4.78 acres of vacant land currently owned by the City of Fontana. The rectangular shaped property is generally located on the west side of Sierra Avenue between Santa Ana Avenue to the north and Jurupa Avenue to the south.

In order to facilitate development of the Southridge Detention Basin, in February 2020, the City entered into an Exclusive Negotiating Agreement (ENA) with the Related Companies of California, LLC. Under the terms of the ENA, the City agreed to not negotiate or discuss the sale or disposition of this property with any other development entities. Subsequent to the original ENA, there have been three additional amendments extending the ENA. Those amendments are dated August 2020, February 2020, and August, 2021.

As part of the ENA, the developer agreed to conduct various studies and to complete any and all required due diligence on the Southridge Detention Basin. Through the ENA process the developer has produced a Site Plan, Elevations and a Pro-Forma for the proposed multi-family development also known as the Courtplace Apartments. The developer has also submitted a Design Review Application to the Planning Department.

The Developer has requested an additional extension to the ENA for a period through July 15th, 2022. The additional time will allow the developer to complete any and all required entitlements, finalize and execute a Disposition and Development Agreement (DDA), prepare and submit construction plans for the off-site improvements, and to prepare and submit an application for tax credit financing for construction of the Courtplace Apartments.

Approval of the 4th amendment to the ENA with the Related Companies of California LLC will

facilitate development of the Courtplace Apartments at the Southridge Detention Basin, a high-quality affordable housing community in South Fontana.

**FISCAL IMPACT:**

None

**MOTION:**

Approve staff recommendation.



**FOURTH AMENDMENT TO THE  
EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT**

(Fontana - Southridge)

THIS FOURTH AMENDMENT TO THE EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT (this “Fourth Amendment”) is dated as of October 1, 2021, and is entered into by and between the Fontana Housing Authority, a public body corporate and politic (the “**Authority**”) on the one hand, and The Related Companies of California, LLC, a California limited liability company (“**TRCC**”), and LaBarge Industries LLC, a Delaware limited liability company (“**LaBarge**,” and together with TRCC, the “**Developer**”), on the other. Authority and Developer together may be referred to herein as the “**Parties**,” and each a “**Party**.” The Parties enter into this Fourth Amendment with reference to the following recited facts (collectively, the “**Recitals**,” and each a “**Recital**”):

**RECITALS**

A. The Parties are bound by that certain Exclusive Negotiating Rights Agreement (as amended, the “**Agreement**”), by which the Parties established procedures and standards for the negotiation of a disposition and development agreement (a “**DDA**”). All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

B. The Parties previously entered into a First Amendment to the Agreement dated August 5, 2020, extending the original renewal deadline of August 6, 2020, by an additional one hundred eighty (180) days to February 2, 2021, pursuant to section 1.2 of the Agreement; and a Second Amendment to the Agreement dated February 1, 2021, extending the renewal deadline to August 2, 2021. In addition, the parties entered into a Third Amendment to the Agreement dated August 2, 2021, extending the renewal deadline to October 1, 2021 (as most recently revised, the “**Revised Renewal Deadline**”).

C. The Parties now wish to further amend the Agreement to extend the Revised Renewal Deadline until July 15, 2022. This extension of the Revised Renewal Deadline is warranted here, to allow the Developer and the Authority sufficient time to negotiate, approve and execute a DDA for the project and for the Developer to obtain any and all required entitlements necessary for construction. In the Executive Director’s reasonable judgment, the Developer has made sufficient progress toward a mutually acceptable DDA (in light of the economic activity-hampering effects of the global COVID-19 pandemic), by submitting to the Authority both a drainage profile addressing the drainage issues from the detention basin and a schematic site plan for the Development.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH THE PARTIES ACKNOWLEDGE, AND PURSUANT TO THE PROMISES AND COVENANTS SET FORTH IN THIS FOURTH AMENDMENT, THE PARTIES AGREE, AS FOLLOWS:

1. Performance. All deadlines set forth in the Agreement, including, without limitation, the Negotiating Period, shall be extended to July 15, 2022. The Authority hereby represents

that notwithstanding anything to the contrary contained in the Agreement, the Authority has authority to extend all deadlines set forth in the Agreement, including, without limitation, the Negotiating Period.

During the extended Negotiation Period, Developer shall obtain any and all entitlements required for development of the project and shall use good faith efforts to negotiate and execute a DDA for the project. In addition, the Developer shall prepare and submit an application for tax credits for the project, to the Tax Credit Allocation Committee. If these items are not completed to the Executive Director's reasonable satisfaction, this Agreement shall terminate on July 15, 2022 and no further amendments or extensions shall be granted.

2. Funds. The Parties acknowledge that Authority has provided Developer with Three Hundred Fifty Thousand Dollars (\$350,000.00) in predevelopment loan funds (the "Loan"). The Loan is memorialized by an Authority Subordinate Development Loan Note dated August 2, 2021 (the "Predevelopment Note") and shall be rolled into a "residual receipts loan" to be more particularly described in the DDA and repaid following the close of escrow. The Parties agree that if the DDA is not executed or if the transaction does not close, the Loan will be deemed satisfied in full once all work product generated by virtue of Loan funds and all contracts related thereto is turned over and delivered and assigned (as applicable) to the Authority within thirty (30) days of expiration or termination of this Agreement. The Parties agree that the foregoing provision hereby amends both the Agreement and the Predevelopment Note.
3. Effective Date of Fourth Amendment. This Fourth Amendment shall be effective as of October 1, 2021.
4. Effect Upon Agreement. Except as expressly amended by this Fourth Amendment, the Agreement remains in full force and effect, unmodified except as otherwise expressly provided herein. Wherever the term "Agreement" appears in the Agreement, it shall be read and understood to mean the Agreement as amended by the First, Second and Third Amendments and this Fourth Amendment. In the event of any direct conflict or inconsistency between the terms of the Agreement, the First, Second and Third Amendments, the terms of this Fourth Amendment shall be controlling to the extent of such conflict or inconsistency.
5. Counterparts. This Fourth Amendment may be executed in one or more counterparts, including the transmission of counterparts by facsimile or electronic mail, each of which shall be deemed an original but all of which, taken together, shall constitute one in the same Fourth Amendment.

**[Signatures on following page]**

**SIGNATURE PAGE**  
**TO THE FOURTH AMENDMENT TO THE**  
**EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT**  
(Fontana - Southridge)

IN WITNESS WHEREOF, the Authority, TRCC and LaBarge have executed this FOURTH AMENDMENT TO THE EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT by and through the signatures of their duly authorized representative(s) set forth below:

FONTANA HOUSING AUTHORITY, a  
public body corporate and politic:

THE RELATED COMPANIES OF  
CALIFORNIA, LLC, a California limited  
liability company:

By: \_\_\_\_\_  
Name: Shannon Yauchzee  
Its: Interim Executive Director

By: \_\_\_\_\_  
Name: Frank Cardone  
Its: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

LABARGE INDUSTRIES LLC, a Delaware  
limited liability company:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Name: Joshua LaBarge  
Its: President

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-1000

**Agenda #:** G.

**Agenda Date:** 11/9/2021

**Category:** Consent Calendar

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**FROM:**

Information Technology

**SUBJECT:**

Permitting System Replacement

**RECOMMENDATION:**

1. Authorize the Purchasing Office to "Single Source" the Land Management/Permitting System utilizing another public agency's formal competitive bid (City of Santa Clarita).
2. Purchase the subscription service for Accela Civic Platform system for five (5) years in the amount of \$1,877,382.63 and any additional renewals.

**COUNCIL GOALS:**

- To operate in a businesslike manner by improving services through the effective use of technology.
- To increase citizen involvement by utilizing technology to promote communication and linkages in the community.

**DISCUSSION:**

The city is currently operating with a legacy land management and permitting system that is more than 10 years old. The existing system, TRAKiT, no longer meets the needs of the organization as it lacks the functionality, systems integrations, and desired automation needed to effectively operate in today's environment.

After extensive analysis of Accela's Civic Platform, the city is electing to move forward with their system. The system will be used to facilitate all daily aspects of managing the issuance of permits for all parcels, buildings, land-use, and other development/building activity in the city. Primary users of the system include Building and Safety, Engineering Services, Planning, Public Works, Code Enforcement, Fire, and the general public. Some of the key functionalities include:

- Ability for citizens to create, apply, and pay for permits online without the need to visit our Development Services offices in person.
- Automated workflows provide a streamlined experience for citizens, contractors, and daily internal users when performing plan checks, assessing, and collecting fees, and issuing permits and certificates of occupancy.
- Integrated electronic document review tied to parcel information.
- Web-based system allowing for remote management from any location/device with internet connectivity.
- Inspector mobile application for signing off inspections onsite

- Seamless integration with existing city systems

Staff is recommending that the City Council authorize this contract between Accela and the City, and to “piggy-back” off the City of Santa Clarita contract for the implementation and purchase of Accela’s Civic Platform.

**FISCAL IMPACT:**

Funds for the implementation of the Accela Civic Platform system are available in the current 2021/2022 fiscal year Capital Reinvestment Fund #601, Permit System Project # 26101022-601-A-8130 in the amount of \$1,775,789.00.

Total cost for the first five years needed for user licensing, annual support, hosting and maintenance will be \$1,877,383. Currently the budget set aside for this purpose in the Permit System Project #26101022-601-A-8130 is \$1,824,211. The difference of \$53,172 will be requested at the Mid-Year Budget Review. Additional upgrades, integrations, or enhancements and subsequent yearly maintenance will be included in the proposed operating budgets submitted for City Council approval during the annual operating budget adoption process or with Quarterly Budget reviews.

**MOTION:**

Approve staff recommendation

**Agenda Item: 2****CITY OF SANTA CLARITA  
AGENDA REPORT****SPECIAL MEETING ITEMS****CITY MANAGER APPROVAL:****DATE:** March 31, 2020**SUBJECT:** AWARD OF LAND MANAGEMENT SYSTEM CONTRACT**DEPARTMENT:** Administrative Services**PRESENTER:** Benny Ives**RECOMMENDED ACTION**

City Council:

1. Award a three-year contract, with two optional one-year renewals at the City's discretion, to Accela, Inc., for the continued use of Accela's Land Management/Permitting system, for a total amount not to exceed \$1,064,494.51.
2. Appropriate funding for user licensing, annual support, hosting, and maintenance, including upgrades, from the General Fund (100) to Technology Services expenditure account 12200-5161.001 in the amount of \$65,015 in Fiscal Year 2019-20, and appropriate \$198,295 in Fiscal Year 2020-21, \$208,209 in Fiscal Year 2021-22, \$217,186 in Fiscal Year 2022-23, \$223,702 in Fiscal Year 2023-2024, and \$152,088 in Fiscal Year 2024-2025 contingent upon the appropriation of funds in the annual budget for such fiscal years.
3. Authorize the City Manager or designee to execute all contracts and associated documents, subject to City Attorney approval.

**BACKGROUND**

In 2015, the City Council approved a five-year contract valued at \$2.1 million with Accela, Inc., (Accela) for a Land Management (aka Permitting) System to serve as an upgrade to the City of Santa Clarita's (City) original system, Tidemark. The contract included one-time costs associated with implementation and data migration, project contingency, and three years of annual support, hosting, and maintenance, all of which are set to expire in March 2020.

The Accela system is used to facilitate all daily aspects of managing the issuance of permits for all parcels, buildings, land-use, and other development/building activity in the City. Primary users of the system include Building & Safety, Engineering Services, Planning, Traffic, and the

general public. Some of the key functionalities include:

- Ability for citizens to create, apply, and pay for permits online without the need to visit City Hall in person;
- Automated workflows provide streamlined experience for citizens, contractors, and daily internal users when performing plan checks, assessing and collecting fees, and issuing permits and certificates of occupancy;
- Integrated electronic document review tied to parcel information;
- Web-based system allowing for remote management from any location/device with internet connectivity;
- Inspector mobile application for signing off inspections onsite; and
- Ability to integrate Community Preservation cases to keep track of any issues that need to be addressed prior to any new permitting.

Since the system went live in November of 2017, Accela has issued more than 10,000 permits with construction valued at over \$800 million and resulted in more than 67,000 inspections.

This item seeks City Council's authorization to enter into a new contract with Accela for an initial three-year term at a cost of \$614,875.92; with two optional one-year renewals at the City's discretion, which if exercised, shall bring the contract total to an amount not to exceed \$1,064,494.51. The total cost includes user licensing/hosting fees, support/maintenance, and upgrades and feature enhancements throughout the term of the agreement.

#### ALTERNATIVE ACTION

Other action as determined by the City Council

#### FISCAL IMPACT

Upon approval of the recommended action, the budget will be adjusted accordingly. Funds for future fiscal years are contingent upon appropriation of monies by the City Council during the annual budget process.

#### ATTACHMENTS

Accela Contract and Order Form

# Statement of Work

**City of Fontana, CA.**

10/21/2021

Version 1.3

Accela, Inc.  
2633 Camino Ramon  
Suite 120  
San Ramon, CA 94583  
Tel: 925-659-3200



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## DOCUMENT CONTROL

Date	Author	Version	Change Reference
8/18/21	JWinkel	1.0	SOW Created
9/10/21	ERobertson	1.1	Customer Redlines
9/24/21	JWinkel	1.2	Accepted redlines, additions and modifications
10/21/21	JWinkel	1.3	Changes Accepted and Deliverable Based Payments added.

## INTRODUCTION

This Statement of Work ("SOW") dated \_\_\_\_\_ sets forth the scope and definition of the project-based professional services (collectively, the "Services") to be provided by Accela, Inc., its affiliates and/or agents ("Accela") to City of Fontana, CA ("Agency" or "Customer").

This SOW is governed by the Subscription Services Agreement executed between the Parties on \_\_\_\_\_ (the "Agreement"). In the event of any conflict between the Agreement and this SOW, the terms of the Agreement shall govern.

## EXECUTIVE SUMMARY

This document outlines the configuration and onboarding activities that are included with the SaaS subscription, captures our understanding of what configurations the Customer will receive and provides visibility into how Accela will perform the onboarding of your solution.

## SOLUTION OVERVIEW

Your subscription includes the following SaaS products, as defined in the applicable Order Form:

- Civic Applications
  - Building
  - Public Works
  - Planning
  - Code Enforcement
  - Fire
  - Business Licensing
- Accela Citizen Access Public Portal (ACA)
- Accela Inspector Mobile Application (AMO)
- GIS
- Construct API

Integrations are implemented by leveraging Accela's Construct API and standard adapters. This implementation includes the following integrations:

- GIS
- PayPal
- Tyler Munis
- HDL
- LaserFiche
- QR Coding
- Bluebeam
- Selectron
- Salesforce
- California State Licensing Board (CSLB)

The implementation includes the migration of historic data in TrackIt to the Accela system.

## PROJECT METHODOLOGY

Accela's Services team will apply Accela's standard methodology throughout the life of the Agency's implementation. This is a proven methodology that ensures quality results and positions the Agency for success.

Accela and Agency will prepare a joint project plan and Accela will provide a project manager and key resources to complete implementation tasks alongside the Agency team. This service is delivered four stages (Define, Refine, Develop and Deploy) resulting in the Agency's production use of the solution.

The methodology is based on existing or pre-configured solutions – the existing configuration will be used as the starting point for the tailoring process. It is important for the Agency to adopt Accela's best practices, have their staff become familiar with how the system will work for their business processes, and to understand that over time the solution can evolve as the Agency implements standard practices or business changes.

A high-level of the methodology and associated activities and artifacts is defined in the table below. Details on the methodology is provided in Appendix D, which will serve as the basis for the parties' joint project plan and schedule. Deviations from the methodology, or agreed schedule, are handled via the change control and governance processes defined in the Project Management Plan.

Stage Title	Stage Overview	Activities and Artifacts
Stage 1: Define	The Define stage sets the framework for how the project will be managed throughout the project life cycle.	<ul style="list-style-type: none"> <li>• Project Schedule</li> <li>• Project Management Plan</li> <li>• Project Kickoff</li> <li>• Solution Provisioning</li> </ul>
Stage 2: Refine	The Refine stage begins the knowledge transfer of the Agency's Accela Civic Platform solution and promotes adoption of the new system. This stage completes the Agency-specific tailoring of the configuration.	<ul style="list-style-type: none"> <li>• Core Team Training</li> <li>• Tailoring Sessions</li> <li>• Review and Verification testing</li> <li>• Conference Room Checkpoints</li> <li>• Integration Designs</li> <li>• Data Conversion Kickoff</li> </ul>
Stage 3: Develop	The Develop stage builds upon the tailored solution from the Refine Stage adding automation, custom reports and integrations, and running the data conversion efforts. The result of this stage is a fully built solution ready for deployment.	<ul style="list-style-type: none"> <li>• Business Automation Configuration</li> <li>• Custom Report development</li> <li>• Integration development</li> <li>• Review and Verification testing</li> <li>• Conference Room Checkpoints</li> </ul>

Stage 4: Deploy	After all development work has been completed, the system is ready for User Acceptance Testing (UAT) and End User Training. The final data conversion and cutover activities support Go-Live.	<ul style="list-style-type: none"> <li>• Training Plan</li> <li>• Test Plan and Test Cases</li> <li>• User Acceptance Testing</li> <li>• End User Training</li> <li>• Final extract for production</li> <li>• Final conversion load into Production</li> <li>• Go Live Support and Transition to Accela Customer Support</li> </ul>
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## GOVERNING PRINCIPLES

For Accela and Agency to successfully perform the onboarding described herein, there are several critical success factors that must be closely monitored and managed by the Accela and Agency stakeholders. These factors are critical in setting expectations between the Agency and Accela, identifying and monitoring risks, and promoting strong communication:

- **Clear Business Objectives** – The Customer has clearly documented their business objectives before the commencement of onboarding and shared those objectives with Accela.
- **Accept Civic Application Solution(s)** – The Customer acknowledges that a standard Civic Application package solution will provide end-to-end processing of an application or permit solution and may require some modifications to how the Customer conducts business today. Customer staff supporting the tailoring sessions should have an open mind to accept these standard solutions based on Accela’s many years of applying best practices to the implementation process. These solutions will allow for online processing, attaching documents, processing the application via a workflow, sending notifications based on workflow status, accepting payment, allowing to capture standard comments, and if required trigger inspections. The solutions will allow the Customer to process their applications and/or permits.
- **Agency-specific Tailoring Inputs Identified and Documented** – The Customer has documented and has a clear understanding of their processes to enable the Accela team to perform solution tailoring. For example, the Customer must have a clear understanding on how fees are calculated to support the solution. If there is an expectation that the Customer’s business processes expand the scope of the solution, Accela will raise this risk to the Customer prior to proceeding.
- **Dedicated Agency Participation** – Agency acknowledges and agrees, throughout the duration of the services, to have (i) its staff and/or agents Agency personnel actively involved in the Project, and (ii) its software, hardware and other technology performing (or available for performance), each as specified in the agreed upon Project Plan (such Agency personnel and technology, collectively the Agency resources). Accela will communicate insufficient participation of Agency resources through Project Status Reports and will indicate actual and potential impacts to the Project Timeline. Accela will work the Agency’s Executive Sponsors and department leaders to determine appropriate team member involvement. This could range from full-time, during early analysis meetings, to part-time during the technical development phase. Please see [Appendix E](#) for a full description of Agency resources.

- **Executive Sponsorship, Governance, and Change Control** – The initiative is supported by executive sponsors within the Agency who will drive the Agency staff participants towards overarching goals and standardization/adoption of the Civic Application Solution. The executives will remove roadblocks, quickly make decisions, support risk mitigation, and resolve escalated issues. Effective governance during the onboarding period and a tight change control processes for the subscribed solution requires alignment across Agency stakeholders. Throughout the project, the teams will encounter issues and decisions that require engagement of the joint Agency/Accela governance team. Invariably, changes to the identified solution will arise and the governance process must resolve these issues with urgency in order to avoid impacts to the schedule and scope.
- **Accela Standard Implementation Methodology** – Agency acknowledges that is willing to adhere to and will adopt Accela’s implementation methodology. Please see [Appendix D](#) for a full description of the Accela implementation methodology.
- **Knowledge Transfer** – Agency personnel must participate in all the implementation stages and activities for Accela to transfer knowledge to the Agency. Once Post-Production transition tasks are completed by Accela, Agency personnel will assume all day-to-day business operation of the solution, outside of the subscribed support and hosting services>.

## ADMINISTRATION

### PROJECT TIMELINE

The project is estimated to take **16 months**. The projected start date for the Project is forty-five (45) calendar days after mutual acceptance and signature of this SOW. A detailed schedule will be developed during the Define stage in collaboration with Accela and Agency Project Manager. If Agency determines they cannot meet the timeframes estimated in this SOW, this will be escalated at the start of the project as discussion for change order.

Upon completion of the work defined above, this contract will be closed.

Below represents the high-level timeline the estimate is based on:

Month 1	Define Stage
Months 2 - 9	Refine Stage
Months 10 – 13	Develop Stage
Months 14 - 16	Deploy Stage

### PROJECTS PUT ON HOLD AND AGENCY DELAYS

It is understood that sometimes Agency priorities are revised requiring the Agency to place the Accela implementation on hold. The Agency must send a formal written request to Accela to put the project on hold. Delays of two (2) weeks or more that have a tangible impact to Accela’s resource plan are subject to change order.

If an Agency-based or Accela delay puts the project on hold for more than 90 days or is non-responsive to Accela communications for a term of 30 calendar days, Accela or Agency reserves the right to terminate the contract and negotiate new terms. If either party’s delay puts the project on hold past the termination period, the other party reserves the right to terminate the contract at the time of the delay. After that

time, either party can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.

When a Project is put on hold, at minimum, Accela will need to draft a Change Order to keep some of the Accela project manager's time engaged to monitor progress and to resource the project once it comes off hold. Other Change Order items may be needed as a result of the delay. When a project goes on hold, project resources will be re-deployed and Accela will need a forty-five (45) calendar day notice to re-staff the project. Accela cannot guarantee a Project Start Date until Accela resources are confirmed.

Should the Agency become non-responsive to Accela communications for a term of 30 calendar days regarding continuance of the project work, Accela can choose to cancel the remainder of the Statement of Work. To finish the project will require a new Statement of Work at new pricing at the current rates.

## PAYMENT TERMS

Accela will perform the Services on a Billing Milestone payment basis. Payments will be based on: (i) the nature and scope of the Services and associated Billing Milestones outlined, (ii) the expected staffing requirements, (iii) the Project Schedule, (iv) Accela's and Customer's roles and responsibilities, and (v) the other assumptions as set forth in this SOW. The Fixed-Fee price is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. After the Agency signs the Deliverable Acceptance Form, Accela will generate an invoice for the corresponding Deliverable payment.

For those deliverables denoted with an asterisk in the table below, please refer to these Deliverable-based Assumptions:

- Deliverables will be documented in Accela-based templates using the Accela methodology. There is no stated or implied promise that deliverables will be of a specified page length or comply to Agency formatting requirements. Sample templates are available to Agency upon request.
- Initial Review: For deliverables turned over to the Agency, Agency will have 5 business days to conduct review (or testing) of the deliverable. Upon delivery of feedback, Accela will complete the agreed upon updates. If no comments are provided at the end of the 5-day period, the deliverable will be submitted for final review and acceptance.
- Final Review and Acceptance: Upon completing any updates following the initial review period, Accela will deliver the final deliverable to the Agency for acceptance. Accela will provide the Agency with the Accela Deliverable Acceptance Form to formalize acceptance and completion of that piece of scope. The criteria outlined in the Services for the corresponding deliverable will be deemed accepted based on the acceptance criteria herein. The Deliverable Acceptance Form is subsequently signed by the appropriate Agency contact, as defined in the Project Management Plan, and delivered to Accela. The Agency has 5 business days to perform a final review (or test) on the deliverable and to sign off on the Deliverable Acceptance form. If no comments are provided at the end of the 5-day period, the deliverable is deemed approved.
- Agency agrees to assign a single designated approver for each project deliverable. The designated approver will be responsible for overseeing and/or directly participating in the design and development, as well as the approval, of the deliverable. Agency may make changes to designated approvers with written notification to Accela a minimum of one month before a deliverable is due.



For those without asterisk, sign-off must be completed within 5 business days of delivering the acceptance form.

The following lists each deliverable associated with a payment, and its criteria for acceptance. The details for each deliverable, including Accela and Agency responsibilities, can be found in Appendix D (Accela Methodology).

Stage Title	Deliverable	Acceptance Criteria	Deliverable Amount
Stage 1: Define	Project Startup	<ul style="list-style-type: none"> <li>Delivery of the baseline project schedule reflecting Agency and Accela inputs*</li> <li>Delivery of the Project Management Plan reflecting Agency and Accela inputs*</li> <li>Delivery of Project Kickoff presentation and completion of meeting</li> </ul>	\$30,000
	Solution Provisioning	<ul style="list-style-type: none"> <li>Delivery of the Accela Civic Platform software and confirmation of Agency's ability to log in</li> </ul>	\$60,000
Stage 2: Refine	Core Team Training	<ul style="list-style-type: none"> <li>Delivery of Core Team Training</li> </ul>	\$25,000
	Tailoring Sessions	<ul style="list-style-type: none"> <li>Complete Tailoring Sessions for Groups 1-5</li> </ul>	\$130,000
	Refine Stage Conference Room Checkpoints	<ul style="list-style-type: none"> <li>Delivery of Configuration Report for each record type, serving as a snapshot of the tailored configuration for Groups 1-5</li> <li>Complete Conference Room Checkpoint</li> </ul>	\$65,000
	Tailoring Sessions	<ul style="list-style-type: none"> <li>Complete Tailoring Sessions for Groups 6-10</li> </ul>	\$130,000
	Refine Stage Conference Room Checkpoints	<ul style="list-style-type: none"> <li>Delivery of Configuration Report for each record type, serving as a snapshot of the tailored configuration for Groups 6-10</li> <li>Complete Conference Room Checkpoint</li> </ul>	\$65,000
	Tailoring Sessions	<ul style="list-style-type: none"> <li>Complete Tailoring Sessions for Groups 11-14</li> </ul>	\$110,000
	Refine Stage Conference Room Checkpoints	<ul style="list-style-type: none"> <li>Delivery of Configuration Report for each record type, serving as a snapshot of the tailored configuration for Groups 11-14</li> <li>Complete Conference Room Checkpoint</li> </ul>	\$55,000
	Report Inventory	<ul style="list-style-type: none"> <li>Delivery of Report Inventory list and identification of which reports Accela will develop</li> </ul>	\$25,000
	Standard Report Branding	<ul style="list-style-type: none"> <li>Delivery of Standard Reports updated with Agency logo and contact information</li> </ul>	\$40,000
	Integration Specification	<ul style="list-style-type: none"> <li>Delivery of final Integration specification for each integration per Appendix C scope</li> </ul>	\$40,000
	Automation Inventory	<ul style="list-style-type: none"> <li>Delivery of Automation Inventory list, identifying which automations Accela will develop</li> </ul>	\$25,000

Stage Title	Deliverable	Acceptance Criteria	Deliverable Amount
Stage 3: Develop	Integration Development*	<ul style="list-style-type: none"> <li>Delivery of completed Integration, based on approved specification</li> <li>Interfaces <ul style="list-style-type: none"> <li>Tyler Munis</li> <li>HDL</li> <li>Laserfiche</li> <li>QR Coding</li> </ul> </li> </ul>	\$70,000
	Data Conversion Mapping	<ul style="list-style-type: none"> <li>Finalize legacy to target conversion mapping (Agency)</li> </ul>	\$55,000
	Data Conversion Mock Run 1	<ul style="list-style-type: none"> <li>Source data cleansing, extract, and transform to staging for mock run (Agency)</li> <li>Load from staging into target for mock run (Accela)</li> </ul>	\$40,000
	Data Conversion Mock Run 2	<ul style="list-style-type: none"> <li>Source data cleansing, extract, and transform to staging for mock run (Agency)</li> <li>Load from staging into target for mock run (Accela)</li> </ul>	\$60,000
	Automation Development*	<ul style="list-style-type: none"> <li>Delivery of completed Automations, based on approved specifications</li> </ul>	\$60,000
	Report Development	<ul style="list-style-type: none"> <li>Delivery of completed Reports, based on approved specifications</li> </ul>	\$165,000
	Integration Development	<ul style="list-style-type: none"> <li>Delivery of completed Integration, based on approved specification</li> <li>Interfaces <ul style="list-style-type: none"> <li>Bluebeam</li> <li>Selectron</li> <li>Azure SSO</li> <li>CLSB</li> </ul> </li> </ul>	\$30,000
	Develop Stage Conference Room Checkpoints	<ul style="list-style-type: none"> <li>Conduct Conference Room Checkpoint demonstrating the final configured solution, business automation, and reports for Group X</li> </ul>	\$50,000
	Testing Plan*	<ul style="list-style-type: none"> <li>Delivery of the Testing Plan reflecting Agency and Accela inputs</li> </ul>	\$20,000
	Training Plan*	<ul style="list-style-type: none"> <li>Delivery of the Training Plan reflecting Agency and Accela inputs</li> </ul>	\$20,000
Stage 4: Deploy	UAT - Initial Test Support	<ul style="list-style-type: none"> <li>Support for Initial Test period</li> </ul>	\$45,000
	UAT – Remediation and Remediation Testing Support	<ul style="list-style-type: none"> <li>Support for Remediation and Remediation Testing period</li> <li>Resolution of critical and high punch list defects related to configuration or Accela custom development (sign-off is not dependent on resolution of product defects)</li> </ul>	\$30,000
	Train the Trainer	<ul style="list-style-type: none"> <li>Delivery of Train the Trainer</li> </ul>	\$40,000

Stage Title	Deliverable	Acceptance Criteria	Deliverable Amount
	Final Data Conversion	<ul style="list-style-type: none"> <li>Load from staging into production</li> </ul>	\$80,000
	Production Go Live	<ul style="list-style-type: none"> <li>Production system is available for daily use by the Agency</li> </ul>	\$90,000
	Transition to Customer Support	<ul style="list-style-type: none"> <li>Execution of post-go live support</li> <li>Official transfer from the Accela Professional Services project team to Accela Customer Support (sign-off is not dependent on resolution of defects that are transitioned to Customer Support)</li> </ul>	\$120,789
<b>TOTAL DELIVERABLES COST</b>			<b>\$1,775,789.00</b>

## EXPENSES

Accela will provide up to a total of **16 Weeks** of onsite Services. A “Week” is defined as one (1) person, for four (4) days or 32 hours, Monday through Friday, allowing for travel time on Monday morning and Friday afternoon. Accela may assign more than one person per Week. For purposes of clarification only, if Accela assigns one person for one Week, this assignment will count as one (1) onsite Services Week, if Accela assigns two (2) people simultaneously for a one (1) Week onsite assignment, this assignment will count as two (2) Weeks of onsite Services. The cost for each week of travel expenses is estimated at \$2,500. The travel expense budget estimate is **\$40,000**. Should the customer require more onsite trips than the included above, a Change Order will be required prior to additional travel commencing to cover the cost of those additional trips.

Actual amounts of any reasonable and customary travel expenses incurred during the performance of services will be billed to Agency, according to Accela expense policy. Accela will bill Customer for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, tolls and telecommunications charges). Accela will work with Customer to manage and control its expenses in accordance with Accela’s global travel policy guidelines and will not incur expenses in excess of the initial contracted budget below without Customer’s prior written consent. Expense receipts will be made available as requested by Agency. Total estimated expenses are based on past Accela engagement experience.

## CONTRACT SUM

The total amount payable under this SOW, as calculated for the above-mentioned fees and expenses, is **\$1,815,789** including travel expenses.

The estimated fees for this SOW are predicated on the timely completion of Project milestones. However, should completion of milestones slip due to actions or inactions of Agency, and should this slippage result in material effort to Accela in excess of the hours provided for in this document, Accela will produce a Change Order. for additional hours in support of the scope and deliverables contained herein. Any change order will need to be approved by both Agency and Accela. If the project timeline exceeds the point where a change order is needed to be signed

## CHANGE ORDERS

In order to make a change to the scope of the Services in this SOW, and subject to the Disclaimers below, Agency must submit a written request to Accela specifying the proposed changes in detail. Accela will submit to Agency an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the Change Order, based on the standard rate for Accela resources of \$250 per hour. Accela will continue performing the Services in accordance with the SOW until the parties agree in writing on the change in scope of work, scheduling, and fees. If Accela's effort changes due to changes in timing, roles, responsibilities, assumptions, scope, etc. or if additional support hours are required, a change order will be created that details these changes, and impact to project and cost (if any). Any change order must be agreed to by Accela and Agency prior to commencing any activities defined in the change order.

## EXPIRATION

The scope and terms of this SOW must be executed within sixty (60) calendar days of the date of this SOW. If the SOW is not executed within that timeframe, the current scope and terms can be renegotiated.

## DISCLAIMERS

Accela makes no warranties in respect of its Services described in this SOW except as set out in the Agreement. Any configuration of or modification to the Product that can be consistently supported by Accela via APIs, does not require direct database changes and is capable of being tested and maintained by Accela will be considered a "Supported Modification". Accela's obligations and warranties in respect of its Services, Products, and maintenance and support, as set out the agreement between Accela and Agency, does not extend outside the Supported Modifications or to any Agency manipulation of implemented scripts, reports, integrations and adaptors.

In the event Agency requires work beyond the scope of the included configuration and onboarding services, Accela may request that Agency separately engages Accela's Services organization to complete the out-of-scope services. In such instance, a separate proposal and statement of work for the additional services will be drawn up and agreed between the parties.

## ASSUMPTIONS

### GENERAL SCOPE ASSUMPTIONS

- Any coding or integrations not specifically described in this document are not in scope.
- Development of test scripts are not in scope of Accela Services.
- Development of custom training materials are not in scope of Accela Services.
- Scope of the Project is based on discovery sessions with Agency prior to the SOW development.
- Any additional worked hours over the hours or scope stated in the SOW will require a Change Order.

### PROJECT RESOURCING ASSUMPTIONS

- Resources expected by the Agency and Accela are listed in Appendix E.
- Accela personnel will attend Agency executive steering committee meetings, either in-person or remotely.

- In the pricing, Accela has assumed the appropriate resourcing to ensure success for the scope outlined. Additional support requested by Agency over this level of resourcing would necessitate a Change Order that could impact the cost of the project.
- Accela personnel will not be required to provide Services on-site if doing so would put Accela personnel at actual or potential risk, as determined at Accela's sole discretion.
- Accela is not responsible for impacts to project timeline created by dependency on Agency third party consultants. Timeline changes will result in a Change Order for extension of Accela project resources caused by Agency third party consultant actions (including availability) resulting in additional time or scope.
- When the project team works onsite at an Agency facility, suitable workspace will be provided and equipped with appropriately functional network access to and connectivity with all systems, networks, and data as necessary to perform the project. Agency will also provide necessary security badges, parking passes as required.

### ACCELA TECHNICAL ASSUMPTIONS

- Agency will ensure that Accela resources have access to a Dev or Test version of the 3rd party system for integration development. All integrations will be developed against one (1) agreed upon version of the 3rd party system.
- Agency will select/purchase/acquire the appropriate third-party software prior to the Project Start Date. In the event third party software is not available and provisioned by Project Start Date, a change order may be needed to cover delays in project work.
- Agency is responsible for hosting any integrations.
- Agency is responsible for obtaining a code source repository prior to go-live, to maintain custom scripting code.

### SIGNATURES

This Statement of Work is agreed to by the parties and made effective upon the date of last signature. If undated by Agency, the effective date will be as of the Accela signature hereto.

**ACCELA, INC.**

**City of Fontana, CA**

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Authorized Signature*

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*Name - Type or Print*

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## APPENDIX A: SOLUTION INVENTORY

This appendix lists the subscribed Solution Inventory. This inventory has been created based on consultation with the Agency. For solutions where there is a pre-built Accela Civic Application, solution type is denoted as “Civic Application”. This list represents all record types that are in scope for the implementation.

	Agency Process (Record Type)	Solution Type
1	Change of Contact Information – Permit	Building Civic App
2	Grading Permit	Building Civic App
3	Commercial Addition Permit	Building Civic App
4	Commercial Alteration Permit	Building Civic App
5	Commercial Demolition Permit	Building Civic App
6	Commercial Electrical Permit	Building Civic App
7	Commercial Foundation Permit	Building Civic App
8	Commercial Mechanical Permit	Building Civic App
9	Commercial New Construction Permit	Building Civic App
10	Commercial Plumbing Permit	Building Civic App
11	Commercial Pool/Spa Permit	Building Civic App
12	Residential Addition Permit	Building Civic App
13	Residential Alteration Permit	Building Civic App
14	Residential Demolition Permit	Building Civic App
15	Residential Electrical Permit	Building Civic App
16	Residential Foundation Permit	Building Civic App
17	Residential Mechanical Permit	Building Civic App
18	Residential New Construction Permit	Building Civic App
19	Residential Plumbing	Building Civic App
20	Residential Pool/Spa Permit	Building Civic App
21	Sign Permit	Building Civic App
22	Commercial Solar/PV Permit	Building Civic App
23	Residential Solar/PV Permit	Building Civic App
24	Commercial Roof	Building Civic App
25	Residential Roof	Building Civic App
26	Change of Scope	Building Civic App
27	Permit Extension	Building Civic App
28	Temporary Power	Building Custom
29	Fence and Wall	Building Custom
30	Combination	Building Custom
31	Onsite/Offsite Improvement	Building Custom
32	Paving	Building Custom
33	Comm/Ind. Tenant Improvement	Building Custom
34	Mobile Home Permit	Building Custom
35	Septic Tank/ Seepage Pit System	Building Custom
36	Title 24 Permit	Building Custom

37	Construction	Building Custom
38	Weed Abatement	Code Enforcement Custom
39	Case	Code Enforcement Civic App
40	Sewer Connection	Public Works Civic App
41	Sidewalk Use Permit	Public Works Civic App
42	Over-dimension Permit	Public Works Civic App
43	Traffic Control Permit	Public Works Civic App
44	Fiber Optic and Underground Cable Permit	Public Works Civic App
45	Zoning Verification	Planning Civic App
46	Pre-Applications Consultation	Planning Civic App
47	Appeal	Planning Civic App
48	Conditional Use Authorization	Planning Civic App
49	Home Occupation Permit	Planning Civic App
50	Zoning Variance	Planning Civic App
51	Rezoning	Planning Civic App
52	Site Plan – Major	Planning Civic App
53	Site Plan – Minor	Planning Civic App
54	Home Occupation Permit Renewal	Planning Civic App
55	Special Use Permit	Planning Civic App
56	Planned Unit Development	Planning Civic App
57	Street Name Change	Planning Civic App
58	Certificate of Appropriateness	Planning Civic App
59	Floodplain Development Permit	Planning Civic App
60	Tree Ordinance (NOI)	Planning Civic App
61	Administrative Deviations	Planning Civic App
62	Administrative Site Plan Review	Planning Civic App
63	Amendment to Approved Plans	Planning Civic App
64	Fence Violation	Planning Civic App
65	Home Occupation Violation	Planning Civic App
66	Illegal Sign Violation	Planning Civic App
67	Project	Planning Civic App
68	General Plan Amendment	Planning Civic App
69	Subdivision - Preliminary Plat	Planning Civic App
70	Subdivision - Final Plat	Planning Civic App
71	Lot Line Adjustment	Planning Civic App
72	Yard Sale Permit	Planning Custom
73	Annexation	Planning Custom
74	Revert to Acreage	Planning Custom
75	Environmental Review	Planning Custom
76	Building Relocation	Planning Custom
77	SFT Phasing	Planning Custom
78	Landscape	Planning Custom
79	Traffic Study	Planning Custom

80	Vendor	Planning Custom
81	Mobile Home	Planning Custom
82	Underground	Planning Custom
83	Film	Planning Custom
84	Adult Oriented Business	Planning Custom
85	Vending (Newsrack)	EH Civic App
86	ABC	ABC Custom
87	ABC Change of Ownership	ABC Civic App
88	Business License	Licensing Civic App
89	Fire Occupancy	Fire Civic App with renewal
90	Flammable Operational Permit	Fire Civic App
91	Conditional Operational Permit	Fire Civic App
92	HAZMAT Operational Permit	Fire Civic App
93	Fire Suppression Permit	Fire Civic App
94	Fire Complaint and Referral	Fire Civic App
95	Special Event Operational Permit	Fire Civic App
96	Same Day Operational Permit	Fire Civic App
97	Fire Modification	Fire Custom
98	State Fire Reg.	Fire Custom
99	New Hydrant	Fire Custom
100	Asset	Custom
101	Work Order	Custom
102	Water Quality	Custom
103	Contractor Permit	Custom with renewal
104	Circus Worker	Custom with renewal
105	Gun Dealers	Custom with renewal
106	Bike Permit	Custom with renewal
107	Pawn Broker	Custom with renewal
108	RV Permit	Custom
109	Parking Permit	Custom
110	Tow Truck Driver Permit	Custom with renewal
111	Temporary Use Permit	Custom
112	Blanket Permit	Custom
113	Block Party	Custom

An export of the legacy solutions records including permits, plan checks and sub-projects has been reviewed. Accela and the Agency agreed that significant consolidation should be made in the Accela system. Consolidation will reduce the complexity of the system. For records being consolidated, the Agency's subject matter experts will be expected to represent requirements in the tailoring sessions. The evaluation tables have been included for reference. See Fontana Permit Mapping 10-20-21.pdf



## APPENDIX B: TAILORING FRAMEWORK

The Agency's Solution Inventory is documented in [Appendix A](#). For those items in the Solution Inventory where there is a pre-built Civic Application, the subscribed service includes limited Agency-specific tailoring. For the processes that are marked "Custom", Accela will clone an existing process, where possible, and tailor it for the Agency.

Accela will categorize the record types into logical "Record Groupings" based on similar functions and the teams that perform them. This project assumes a total of 14 record groups (with approximately 8 records per grouping). This becomes the basis for project scheduling. The sections that follow describe how the project is scoped based on these groupings.

### RECORD GROUPINGS

The project assumes a total of 14 record groupings. Each record group will move through a 4-week tailoring process comprised of these high-level activities:

- One (1) week of Tailoring Sessions
- One (1) week to tailor the configuration based on information collected in the sessions
- One (1) week Agency validation of the configured solution
- One (1) week to finalize configuration and conduct Conference Room Checkpoint

The project timeline assumes that the tailoring activities across groupings will be performed in parallel. For example, once the Tailoring Sessions are completed for Group 1, sessions can begin the following week for Group 2 while configuration activities proceed for the Group 1.

Throughout the 4-week time-boxed duration, Accela will work closely with the Agency to iterate on the configuration. It is expected that all tailoring for the record grouping can be completed in the 4-week duration. With parallel work assumed, the total duration of the Refine Stage (Tailoring Framework) is estimated to be 8 months.

The following components make up the scope of the tailoring.

### TAILORING COMPONENTS

#### Record-level

For each record in the Solution Inventory, Accela will perform tailoring for these components:

- **Fee Configuration** – Accela will configure fee items for each record in the Solution Inventory. A fee item represents a fee with a distinct general ledger account and item description on the invoice. Accela will configure each unique fee item based on the native fee formulas in the Civic Platform, which include flat fees, fees based on a specific range, and fees using fee indicators. Examples include fee calculations based on the number of employees or based on the square footage for a building. The Agency must provide their current fee schedules and account codes prior to Tailoring Sessions.
- **Data Fields** – Data fields, represented as Custom Fields or fields in a Custom List in the Civic Platform, are used to track required data elements driven from Agency business processes or needed for reports, such as number of sinks or accessible ramp degree incline. The Agency can request or modify agency defined data fields per record type, above what is already provided in the Accela Civic Application. Accela will configure each new or modified agency defined data field

using one of the data types: text, date, y/n radio button, number, dropdown list, comment text area, time, money or checkbox. For each new or modified field, Accela will configure the field-level help text which will be displayed in Citizen Access.

- Historical data fields that are required for purpose of historical data conversion will be identified and configured separately as part of the Data Conversion effort.
- **Document Types** – Applicant, Licensed Professionals, Authorized Agent, and Agency Staff can upload documents associated to a permit application.

### **System-level**

- **Condition Management** – A condition is a requirement applied to a record (or component of a record) that the applicant must fulfill to qualify for approval. Accela will configure new or modify conditions for the project, above what is already provided in the Accela Civic Application.
- **Inspection Configuration** – To support inspection processing, Accela will configure:
  - Inspection types associated to the records in the Solution Inventory
  - Up to 20 discrete checklists for use in the system
  - Associating the appropriate Accela users as inspectors in the system
  - Up to 30 inspection districts for use in the system
  - Up to 10 inspection disciplines for use in the system
  - Up to 2 calendars to support the inspection process
  - Note: the Civic Platform inspection configuration is also used by the Citizen Access (public portal) for citizens to schedule inspections. Advanced inspection setup such as conditional inspection schedule is not included in the subscribed service.
- **User Groups** – Accela's Civic Applications are deployed with a pre-defined set of role-based user groups, such as Admin, Agency Admin, Daily, Inspector, Public User, and Read Only. Accela will provide new user groups across the project. Accela will also work with the Agency to indicate which permissions need to be updated, as needed, for each user group. Accela expects permission updates to each user group. For example, if the Agency wants the inspector role to collect fees and payments, this will be a permission update to allow additional access to the current role defined.
- **Amendment Record** – Each Civic Application Solution is configured with one (1) Amendment record type. The following will be included in this implementation:
  1. Planning Amendment
  2. Building Amendment
  3. Fire Amendment
  4. License Amendment

Each amendment type will allow standard changes such as address and contact updates. Other updates, such as changes to custom fields, would require a custom amendment record type and is not included in the subscribed service.

- **Notifications** – Accela uses standard automation to notify applicants of common processes performed in the system. The Civic Applications are pre-built with standard notifications such as the following. Custom notifications, outside of those pre-built in the Civic Applications, are not included in the subscribed service.
  - Additional Information Required on an application
  - Permit/License Issued
  - Inspection Scheduled
  - Inspection Result

## CITIZEN ACCESS CONFIGURATION

Accela Citizen Access (ACA) is the Agency's public portal for citizens to submit applications and manage their information online. Included in your subscribed solution is:

- The ability for citizens to register and create an ACA account; this includes a registration complete notification and updating the online disclaimer text.
- Branding of your ACA site leveraging Accela's branding tools; this includes an Agency banner, logo, and color scheme
- Updating the online disclaimer text per module.

For each Civic Application record in the Solution Inventory, a pre-defined series of pages to submit the application online (i.e., the record's pageflow) is included. Each page in a pageflow can have its own instructional text. Accela will update up to **10 instances** of page-level instructional text and will train the Agency to update and maintain any further instructional text.

The following use cases are included in the subscribed solution:

- Submitting an online application for the records in the Solution Inventory that are deemed available online
- Ability for applicants to check on the status of a submitted application i.e., see where the application is within the workflow routed to a specific group
- Request an inspection
- Upload additional documents based on request from Agency
- Check the status of an issued license
- Renew a license

System will also provide shopping cart functionality, i.e., access the shopping cart throughout the order session, including:

- Changing items in the cart
- Removing items in the cart
- Adding items to the cart
  - Item descriptions
  - Item prices
  - Convenience fees
  - Total cost

## FEATURE ENABLEMENT

- **Standard Report Branding** – Reports are defined as anything that can be output from the system, including but not limited to, reports, permits, forms, documents, notices, and letters. The Civic Application includes a set of pre-built standard reports and documents. Accela will apply standard Agency branding (i.e., logo and letterhead) to the Civic Application pre-built reports and outputs related to the records in the Solution Inventory.
- **Standard Payment Processor** – Agency will implement an Accela standard payment adapter between Accela Citizen Access (ACA) and PayPal to accept payments. The user will be redirected to the one-time payment page of the processor site to pay associated fees and then redirected back to Accela once payment is complete. This integration will be configured against one (1) agreed upon version of the payment processor application.

- **Accela GIS** – Accela will install and configure Accela GIS (JavaScript) to link and leverage existing Agency GIS information, including assistance with integrating map services with Accela GIS. The following are the main objectives of Accela GIS implementation:
  - Look up permit information and parcel information from the Civic Platform.
  - View selection, location, and associated GIS information.
  - Select one or more parcels and add new applications to the permit system.
  - Auto-populate spatial attributes for a property in forms (including ACA).During GIS implementation, Accela's staff will work with Agency IT staff to ensure that the components for hardware, software, database, network, and Internet are in place for the Accela GIS test and production environments. Accela staff will validate the proper configuration of the Accela GIS environment. The following will be executed for this task:
  - Configuration of map services within Accela GIS
  - Configuration of xAPO
  - Setup Attribute Mappings to Record Custom Fields
- **Accela Mobile** – Accela's subscribed solution includes the use of Accela's Mobile Application.
- **Document Upload** – Applicant, Licensed Professionals, Authorized Agent, and District Staff can upload documents associated to the permit application. Includes configuration: EDMS and Permissions for ADS + 5 custom document types

## APPENDIX C: CUSTOMIZATION

### AUTOMATION

Automation is time boxed at **(810) hours**. These hours include time for initial automation list estimation, analysis, design specifications, development, unit testing and QA. The team will document the process for managing to the time budget in the Project Management Plan.

### CUSTOM REPORTS

Accela will provide training to Agency staff on report writing. Additionally, Accela will provide **up to 960 hours** (timeboxed) of report writing. If there are any report writing hours remaining, those hours will not be used for other work without a Change Order delineating the scope. Any report writing hours remaining on the project when Accela has completed work will either terminate when the scope has been completed or expire on the term date of the Agreement, whichever is sooner. The Agency is responsible for providing report specifications prior to development. It is assumed that all reports required for the Agency to go live will be developed within the timeline of the project. The Agency reports will have no impact on the go live date.

Accela will leverage either SSRS and Accela Ad hoc reporting for report creation. Preference will be given to SSRS unless existing Ad hoc reports can be leveraged to save time.

### INTEGRATIONS

Our proposal includes an enablement model for integrations, with the Agency being responsible for the coordination and development of 3<sup>rd</sup> party integrations. Accela assumes the Agency will leverage Accela's standard adapters where available.

### FINANCIAL BATCH – TYLER MUNIS

Accela will provide a One-Way Real-Time interface between the Accela Civic Platform and the Agency's Tyler Munis system. To determine the Agency requirements for this interface, analysis sessions will be conducted as a portion of this deliverable. The findings will then be documented in the Interface Specifications Document(s) for use by Accela in building the interface code. The implementation of the interface is dependent on the assistance of the Agency's staff, specifically, interface analysis, data mapping, and data manipulation as required in the source system. Accela will provide a program to integrate Accela data into Tyler Munis.

#### Accela Responsibilities:

- Conduct Interface Analysis sessions.
- Work with Agency staff to develop interface specifications document.
- Build all aspects of the interface that will transfer data from the Accela Civic Platform to Tyler Munis.

#### Agency Responsibilities:

- Provide system and access to individuals to provide required details of system interface.
- Allocate the time for qualified business and technical experts for the testing sessions that are critical to the project success.

- Identify and coordinate any related tools used to implement the interface
- Test integration to ensure that it is built and functioning as per signed specification.
- Agency staff must review and test the integration and provide feedback to Accela Delivery based on the agreed upon project plan timeline.
- Provide links and credentials for third party systems
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Work with Tyler to ensure data from Accela is in correct format.
- Updates to interface, post go-live, due to changes in 3<sup>rd</sup> party system or Agency business processes.

#### Acceptance Criteria:

- Review and approve the Interface Specifications document.
- Demonstration and approval of the completed interface as per the requirements detailed in the interface specifications document.

#### LASERFICHE

The interface to LaserFiche would allow attachment of documents performed in Accela to be stored in LaserFiche and retrieval of those documents replacing the standard Accela Document Management (ADM) system.

#### Accela Responsibilities

- Develop interface specification document
- Develop interface per approved specification document
- Provide completed and demonstrate working interface
- Perform knowledge transfer to agency administrator
- Provide one round of defect resolution following agency review period
- Assist agency in deployment to one environment
- Provide source code for interface to Agency at conclusion of project

#### Agency Responsibilities

- Provide subject matter experts
- Provide source file for interface
- Participate in analysis and specification sessions
- Review, approve, or reject w/ comments the specification document within 5 business days or receipt
- Participate in demonstration sessions
- Participate in knowledge transfer session
- Perform acceptance testing and provide list of defects within 5 business days of receipt of interface
- Lead deployment efforts in Agency environment

#### Acceptance Criteria:

- Review and approve the Interface Specifications document.
- Demonstration and approval of the completed interface as per the requirements detailed in the interface specifications document.

#### **PAYMENT PROCESSOR**

Accela will implement an interface redirect adapter between Accela Citizen Access (ACA) and PayPal to accept payments, redirecting the user to the one-time payment page of the payment site and paying associated fees in Accela (once payment is complete). This interface will be developed against 1 (one), agreed upon version of payment processor.

The Agency has indicated the following parameters of the project:

- Refunds handled manually
- Additional 5 fields of metadata from direct transaction/permit records sent to payment processor
- Single merchant account

Accela Responsibilities:

- Conduct Interface Analysis sessions
- Work with Agency staff to develop interface specifications document.
- Build all aspects of the interface that interact directly with the Accela Civic Platform.

Agency Responsibilities:

- Provide system and access to individuals to provide required details of system interface.
- Allocate the time for qualified business and technical experts for the testing sessions that are critical to the project success.
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Validate interface through testing.
- Updates to interface, post go-live, due to changes in 3<sup>rd</sup> party system or Agency business processes.

Acceptance Criteria:

- Review and approve the Interface Specifications document.
- Demonstration and approval of the completed interface as per the requirements detailed in the interface specifications document.

#### **BLUEBEAM**

Accela will provide a standard integration that covers the full lifecycle of plan review from application to permit closure.

1. Application Intake - Project Creation
2. Assign reviews - Create Session
3. Perform reviews
4. Deliverables
  - a. Revisions Required
  - b. Plans are approved

The Connector will allow the bi-directional sharing of data to include:

- Ability to review session that is already open and get added to the same session
- Ability to push and pull documents and comments
- Ability to add documents to an existing session

- Ability to view sessions
- Ability to send documents to sessions
- Ability to configure document security to include flattening

Acceptance Criteria:

- Review and approve the Interface Specifications document.
- Demonstration and approval of the completed interface as per the requirements detailed in the interface specifications document.

#### CALIFORNIA STATE LICENSING BOARD (CSLB)

One way integration to validate and add/update License Professional information from the CSLB when a contractor is used in Accela.

Output, the following will be executed for each interface:

- Interface Specifications Document
- Operational Interface in the Development or Test environment

Accela Responsibilities:

- Conduct Interface Analysis sessions.
- Work with Agency staff to develop interface specifications document.
- Use an Accela web service or other tool to implement the interface functionality based on the specifications.
- Build all aspects of the interface that interact directly with the Accela Civic Platform.

Agency Responsibilities:

- Allocate the time for qualified business and technical experts for the testing sessions that are critical to the project success.
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Work with Third Party Data Sources to determine best methods of interfacing to Accela system.
- Validate interface through testing.
- Work with 3rd party to ensure data from Accela is in correct format.
- Updates to interface, post go-live, due to changes in 3rd party system or Agency business processes.

Acceptance Criteria:

- Demonstration and approval of the completed interface as per the requirements detailed in the interface specifications document.

#### HDL

Accela will develop a nightly pull (one-way) integration with HDL to request business permit data for individuals and businesses. These include:

- Carnival/Circus Workers
- Gun Dealers
- Pawn Brokers
- Police and Fire departments obtaining owner information.



Output, the following will be executed for each interface:

- Interface Specifications Document
- Operational Interface in the Development or Test environment

Accela Responsibilities:

- Conduct Interface Analysis sessions.
- Work with Agency staff to develop interface specifications document.
- Use an Accela web service or other tool to implement the interface functionality based on the specifications.
- Build all aspects of the interface that interact directly with the Accela Civic Platform.

Agency Responsibilities:

- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Work with Third Party Data Sources to determine best methods of interfacing to Accela system.
- Validate interface through testing.
- Work with 3rd party to ensure data from Accela is in correct format.
- Updates to interface, post go-live, due to changes in 3rd party system or Agency business processes.

Acceptance Criteria:

- Review and approve the Interface Specifications document.
- Demonstration and approval of the completed interface as per the requirements detailed in the interface specifications document.

#### QR CODE GENERATION

Accela will leverage a third-party application for generating QR codes. Codes will be included on reports and notifications provided to citizens in the following scenarios.

- Citizen gets a PDF via email with the official Permit# with a QR code
- Ensure data is available in the field and office via QR code, Permit#, Owner, Address, Parcel # lookup
- Must allow Job cards and permits when issued to client to include a QR-code. This is anticipated to be used by the staff and client as a URL link to the record and its inspections. (i.e. scan the QR-Code and the inspector gets the corresponding records without having to type in a permit no.)
- The proposed system when implemented for mobile inspections must allow QR code on an agency issued document possessed by the customer to be scanned in order to open link to inspection list for the record.

Accela Responsibilities:

- Conduct Interface Analysis sessions.
- Work with Agency staff to develop interface specifications document.
- Build all aspects of the interface that interact directly with the Accela Civic Platform.

#### Agency Responsibilities:

- The Agency is responsible for licensing required QR code generation technology.
- Identify and coordinate any related tools used to implement the interface
- Test each integration to ensure that it is built and functioning as per signed specification.
- Assist in the interface specification development and data mapping process.
- Review and approve the interface specification documents.
- Updates to interface, post go-live, due to changes in 3<sup>rd</sup> party system or Agency business processes.

#### Acceptance Criteria:

- Review and approve the Interface Specifications document.
- Demonstration and approval of the completed interface as per the requirements detailed in the interface specifications document.

#### SALESFORCE

The Salesforce integration will be built from the the Salesforce side leveraging the Accela API. Accela will provide up to (16) hours of support for the integration developer.

#### SELECTRON

The Selectron Standard Adapter integration is prebuilt and just needs configuration.

- Send request for Status check from IVR to Accela
- Respond with Status check from Accela to IVR
- Send inspection request from IVR to Accela

#### Acceptance Criteria:

- Demonstration and approval of the completed interface as per the requirements.

#### DATA CONVERSION

One of the most challenging aspects of the implementation of a new software system is the data conversion. The legacy system will have features and functions not found in the new system, maintains the data differently than the new system, and the overall user experience will not be the same. The data conversion process will take the data from the legacy system and extract it in a manner that will be useable for the new system. The extraction process is a very iterative process and requires the Agency to have staff who are familiar with the legacy system in order to be successful.

The Accela Civic Platform data conversion strategy is a very iterative and agile process that requires all parties to be flexible. The work effort will be broken into several groups based on similar types of data within the Accela Civic Platform that is being implemented. To guide the Agency in this effort, an Accela data conversion specialist will:

- Lead a data conversion training session
- Provide data requirements
- Provide a means for the agency to review the data in a conversion environment at the end of the session.

Appendix G outlines the different aspects of the data migration and provides the specific tasks for each. Specific content of each may vary based on the individual needs of the conversion.

## APPENDIX D: ACCELA METHODOLOGY

This Appendix further defines the specific activities, outputs, and roles/responsibilities for the four stages: Define, Refine, Develop, and Deploy.

During the Refine and Develop stages, the solution scope is approached incrementally in distinct groups of record types. The team will group the Agency's solutions based on similar processes. Each group will move through the Refine and Develop Stages in an iterative manner to identify tailoring, update configuration and demonstrate the updated solution. The key component of the methodology is having the Agency see their solution come together. Each group will undergo Refine and Develop tasks and culminate in a Conference Room Checkpoint that will demonstrate an end-to-end working solution for a representative sample of records.

As depicted below, the first (Define) and last (Deploy) stages of project delivery flow in a linear direction. The second (Refine) and third (Develop) stages have an incremental approach to deployment based on the record groupings. All requirements need to be incorporated into the configuration documents during the tailoring sessions. Any requirements requested after completion of the Refine Conference Room Checkpoint would be subject to change order.



### DEFINE

The Define Stage sets the plan and foundation for the Agency's Accela Civic Platform implementation. The stage will be initiated once the parties execute all contract documents. This stage defines how the project will be managed throughout its lifecycle. Accela will provide Agency with a Project Management Plan which documents key disciplines, processes, and standards for how the project will be managed from roles and responsibilities to risk management. Accela and Agency will collaborate on a Project Schedule to define the tasks with durations and resource assignments. Accela will provide a SharePoint site as the

primary repository for tracking all project related documentation, issues and risks. Accela will provision the Agency's non-production environments and install the subscribed Civic Application Solution.

#### PROJECT INITIATION

Prior to the formal project kickoff, a series of pre-kickoff activities will occur. The Accela and Agency Project Managers, along with key staff, will meet to confirm alignment between the parties prior to starting the process. Meetings will include a review of the overall approach and methodology, discussion of expectations, and commencing the detailed planning activities.

Accela will review with Agency the subscribed solution inventory through a facilitated orientation workshop. The Solution Inventory illustrates the Agency's subscribed Civic Application solution by mapping the Agency's record types to Accela Civic Application features (as shown in [Appendix D](#)). Accela will further categorize the record types into logical groups (Solution Groups) based on similar functions. The Solution Inventory is used as the basis for solution change control and workshop scheduling.

The following staff will be included in the pre-kickoff activities.

#### Agency Staff:

- Agency Project Sponsor
- Project Manager
- Organization Change Manager

#### Accela Staff:

- Regional Director
- Project Manager
- Solution Architect
- Implementation Lead

#### Accela Responsibilities:

- Communicate the Accela Implementation Methodology
- Create the project SharePoint site and provide access to the Accela and Agency teams.
- Review and begin elaborating the project schedule and project management plan.
- Facilitate Solution Inventory orientation workshop and determine solution groupings.

#### Agency Responsibilities:

- Provide responses to Accela's requests for project planning input and meeting logistics requests.
- Make available the appropriate key Agency users for the review.
- Confirm adherence to the Accela Implementation Methodology.
- Participate in the Solution Inventory orientation workshop.
- Gather and provide the following:
  - Paper applications
  - Fee schedules
  - Inspection checklists, inspection types and results
  - Communication standards (if applicable)
  - License and Conditional License samples

- Letterhead sample
- User list (including email addresses and department)
- Sample Warning Letter
- Sample Revocation/Suspension Letter
- Merchant Account information (if applicable)
- Hearing Calendars (if applicable)

#### PROJECT SCHEDULE

The purpose of this activity is to jointly elaborate the project schedule to enable the parties' management teams to drive and monitor progress throughout the implementation. Agency and Accela will review their responsibilities before work begins (prior to commencing the Refine Stage) to ensure tasks can be satisfactorily completed in the agreed upon timeframe and the appropriate resources will be made available. It's assumed the Agency has committed to the involvement of key resources and subject matter experts for ongoing participation in all project activities of the agreed upon project schedule.

The project schedule is managed using Microsoft Project. The project schedule assumes timely completion of Agency-led activities and tasks, availability of key Agency resources, and collaboration and availability of any third-party vendor resources. Late (per mutually agreed project schedule) Agency tasks may adversely impact overall project timeline. Material delays impacting the critical path by more than 10 business days of the baseline schedule are handled via the Change Control process defined in the Project Management Plan.

#### Output:

- Mutually agreed upon Project Schedule that will service as the baseline schedule.

#### Accela Responsibilities:

- Finalize staffing for the Accela project team.
- Finalize the project schedule that includes resource allocation for all tasks (in cooperation with the Agency Project Manager).

#### Agency Responsibilities:

- Provide input to tasks and duration in Project Schedule.
- Finalize staffing for the Agency project team. Guidelines and recommendations for the Agency project staffing are addressed in the Project Staffing section of this onboarding document.
- Review and commitment that tasks can be completed in the agreed upon timeframe and the appropriate resources will be made available.
- Sign-off on baseline Project Schedule milestone.

#### PROJECT MANAGEMENT PLAN

The Project Management Plan defines the management disciplines, processes, and standards the parties will adhere to during the project.

The following outputs are included:

- Project Management Plan – This document captures how the project will be managed covering disciplines such as change control, configuration management, quality assurance, and risk / issue management.
- Status Report Template – Accela will provide the Agency with a Weekly Status Report that outlines the tasks completed during the prior week, the upcoming tasks that need to be completed during the following week, a current version of the project schedule, risks that require mitigation, and a listing of any issues that may delay the project or jeopardize one or more of the production dates. The status report will be used for the on-going communication with the customer to ensure the Project teams are aware of the activities being completed and upcoming activities.
- Project Artifact Repository – Accela will provide Agency and Accela teams with a SharePoint repository to house project artifacts. Artifacts produced during the project use Accela based templates and the Accela methodology. There is no stated or implied promise that deliverables will be of a specified page length or comply to Agency formatting requirements.
- Governance Process and Committee Meetings – Established and scheduled, to include Accela participation.

Accela Responsibilities:

- Draft the Project Management Plan document (an Accela template) based on input from and collaboration with the Agency Project Manager.
- Finalize the Project Management Plan based on review comments from the Agency Project Manager.

Agency Responsibilities:

- Review the Project Management Plan.
- Provide timely and appropriate responses to Accela's requests for project planning input and meeting logistics requests.
- Make available the appropriate key Agency users for the review.
- Adherence to the Project Management Plan as a source document for managing the project.

#### SOLUTION PROVISIONING

Accela will setup the Accela Civic Applications provisioned based on the Agency's subscribed solution and Solution Inventory. After setup the Agency will be able to log into the system and verify that the software is available.

Accela Responsibilities:

- Provision the subscribed Civic Applications in the cloud non-production development and test environments.

Agency Responsibilities:

- Validate that the subscribed solution is available.

#### PROJECT KICKOFF MEETING

The final activity as part of the Define stage is a Project Kickoff Meeting with all key stakeholders. This will include, but is not limited to, the Agency Project Sponsor, Accela and Agency Project Managers, and the

implementation team members. The Kickoff Meeting is presented by both the Agency and Accela, and will cover topics such as project objectives, methodology and timeline.

**Accela Responsibilities:**

- Finalize Kickoff presentation.
- Co-Present with the Agency Project Sponsor and Project Manager on the project objective, methodology and timeline.

**Agency Responsibilities:**

- Provide input for the Kickoff presentation.
- Schedule and provide meeting facilities for Project Kickoff and other onsite activities.
- Co-Present with the Agency Project Sponsor and Project Manager on the project objective, methodology and timeline.

## REFINE

The Refine stage begins the knowledge transfer of the Accela Civic Platform and adoption of the new system. This stage is where tailoring of the Civic Application for the Agency is performed. Accela starts this stage with training the Agency's core team on the subscribed Accela solution, then conducts Civic Application Tailoring readiness sessions. Following these sessions, the Tailoring Sessions begin, using the Accela Civic Application non-production system real-time review of the provisioned Solution Inventory, reviewing each Solution Group incrementally. During the sessions, Accela will demonstrate the Civic Application solution components that pertain to the Agency's application/record type(s), identify areas available for tailoring based on Appendix A, and make real-time tailoring updates as appropriate. As the Tailoring Sessions continue for additional application/record types, the Accela team will evaluate points of integration and collaborate with the Agency on the concept design for these integration points. During the Refine stage the Accela team will also orient the Agency to the legacy data conversion tool, Accela schema, and associated activities. Upon accepting the configuration of each grouping, the Agency and Accela team will conduct a Conference Room Checkpoint where Agency stakeholders will be invited to an overview of the system at this point in the project.

## CORE TEAM TRAINING

Accela will provide remote instructor-led training for Agency core onboarding team members that focuses on the subscribed Civic Application solution and associated administration/tailoring toolsets. This training is an essential component to project success. Agency staff involved in the tailoring, testing, and validation of the solution must be trained prior to the tailoring sessions. This training will help the Agency onboarding team understand the Agency's subscribed Solution Inventory.

**Accela Responsibilities:**

- Coordinate with Agency and schedule the appropriate day/time and confirm the Civic Platform Core Training content outlined in the provided agenda.
- Provide experienced trainers with significant Accela knowledge to provide trainings
- Provide remote Civic Platform Core Training.
- Provide Agency access to the Accela Learning Management System (LMS), provide instruction on how to register and login, along with how to search for and find the online training content.

#### Agency Responsibilities:

- Select and prepare the onboarding team members who will participate in the training.
- Schedule appropriate Agency staff participants and meeting locations for training activities.
- Provide instructions on accessing the Accela LMS to the staff users who will require the online training content.
- Ensure that users have appropriate hardware/software for successfully viewing online video content.

#### ACCELA CIVIC APPLICATION SOLUTION TAILORING

Following the core team training, the team will begin tailoring the Agency's Civic Application Solution. Please refer to Appendix B for the estimated tailoring. Throughout the sessions, Agency staff will continue to learn how the Civic Application features are mapped to Agency record types and to their end-to-end processes.

#### TAILORING ORIENTATION

Prior to conducting the individual tailoring sessions, Accela will conduct a 1-day orientation. The key Agency staff that will participate in the sessions will all attend the orientation. During this session, Accela will:

- Review dates and times of all sessions, as well as required participants
- Describe expectations of the sessions and the format/agenda
- Review Appendix A (Solution Inventory), B (Tailoring Framework) and C (Customization)
- Review roles and responsibilities of the sessions and final goal (conference room checkpoint)

#### TAILORING SESSIONS

Accela will conduct sessions with agency personnel to review and tailor the solution components. Sessions are scheduled incrementally, per the identified record groups in the Solution Inventory. During the Accela-facilitated sessions, we will review a subset of the records. For records not reviewed in an Accela-facilitated session, the Agency will have access to the working software solution in order to perform the remaining reviews independently.

Tailoring sessions for each group generally cover the following topics:

- Review workflow(s) for records within the grouping
- Review Intake in public portal (Citizen Access) to validate items such as data elements, documents, disclaimer, and fees
- Review Intake from back-office (Civic Platform) to validate items such as data elements, documents, and fees
- Review agency level configuration of user groups and calendars

Sessions adhere to the following format:

- Accela and Agency teams will review the Accela Civic solution during the session, focusing on areas where solution tailoring is available (refer to Appendix B for the Tailoring Framework).
- For records that will be custom-built, Accela and Agency teams will review a similar record during the session and identify the configuration needs for the custom process (refer to Appendix C).



- Accela will take note of the tailoring requests during the sessions. As much possible, Accela will make real-time updates in the session. All remaining updates will be completed after the session.

It is imperative that the above process occurs within the Project Schedule timeframes to not delay subsequent activities and stages. Agency must commit all necessary SME's and IT personnel for the appropriate sessions as outlined by the Accela and Agency Project Managers.

Output:

- Solution Tailoring Sessions
- Document the Tailoring Punch List (items unresolved during the sessions to be closed prior to or during the subsequent Agency validation period)

Accela Responsibilities:

- Facilitate solution tailoring sessions per the agreed project schedule.
- Update solution configuration based on session decisions.

Agency Responsibilities:

- Designate and authorize the Responsible Expert for each session / record group who will make decisions and represent the department/business.
- Make available the appropriate Agency key users and content experts to provide required information, participate in the sessions and verify the accuracy of the tailored configuration.
- Provide any documentation requested by Accela, including fee schedules; commonly used applications, reports and forms; and other relevant information.
- Schedule participants and meeting locations for session activities.
- Provide three to five Agency SMEs to test/review/confirm the tailored system prior to moving to the next scheduled project activity.

#### **FINALIZATION AND CONFERENCE ROOM CHECKPOINTS**

The purpose of the Finalization period for each grouping is to work down the open configuration gaps (the Tailoring Punch List - those items remaining after the Tailoring sessions), driving closure of the Tailoring activity for each group. The Finalization period is time-boxed (as defined in the Project Schedule) and require dedicated time from the Agency and Accela project teams to rapidly close the open gaps for each grouping. New items identified during the Finalization outside of the Punch List must be completed within the established time box for the Finalization period. If the new item cannot be completed within the established time box, the Change Control process is triggered.

When the Tailoring Punch List is resolved, this denotes finalization of the solution configuration.

To promote information sharing outside of the day-to-day project team and following the Finalization period, Accela and the Agency jointly conducts a Conference Room Checkpoint meeting. In this meeting the Agency's Responsible Expert will demonstrate the work-in-progress software to key stakeholders. The demonstration will cover 1-3 application types that demonstrates the solution from end-to-end.

Finalization expectations:

- Accela will run a Configuration Report from the Civic Platform showing the details of the record's tailored configuration.

- The Agency team will review, test and confirm the tailored solution, enabling the teams to move to the next scheduled project activity.
- Solution changes (requests for configuration or customization outside the available solution tailoring framework) are deferred for review as per the Change Control process defined in the Project Management Plan.

Conference Room Checkpoint expectations:

- Accela will collaborate with the Agency users to select scenarios that should be demonstrated to peers and executive sponsors in a Conference Room Checkpoint meeting.
- Agency staff will lead a Conference Room Checkpoint meeting, up to 1 day per record group, to demonstrate the completed solution configuration to peers and executive sponsors.
- Once the Conference Room Checkpoint is conducted and confirmed, the teams will move to the next scheduled project activity.

Output:

- Finalized tailored solution ready for the Develop stage

Accela Responsibilities:

- Close out agreed upon action items from the Punch List to support the Finalization of each grouping.
- Assist the Agency's Responsible Expert in identifying a scenario to support the Conference Room Checkpoint for each grouping.
- Produce the Detailed Configuration Report for all records within the grouping.

Agency Responsibilities:

- Provide timely and appropriate responses to Accela's request for information.
- Make available the appropriate Agency key users and content experts to participate in an effort to learn about the system (knowledge transfer).
- Agency tests and confirms that the identified configuration Punch List items from the Tailoring sessions have been completed.
- The Agency (Responsible Expert) will facilitate the Conference Room Checkpoint.

If enhancements or new requirements are introduced during Conference Room Checkpoints, they will be managed through the Change Management process and subject to Change Order.

#### [AUTOMATION INVENTORY](#)

The Accela team will work with the Agency identify the automation required as part of the implementation, and prioritize per scope in Appendix C. Accela will document an inventory of the automation, which will be the final list used for development.

#### [REPORT INVENTORY](#)

The Civic Application solution includes a set of pre-built standard reports and documents. During the tailoring sessions, the Accela team will identify the reports provided as part of the subscribed Civic Application Solution. If the Agency requires additional reports these will be considered custom reports. Accela will assist the Agency to document a Report Inventory of the system outputs needed to support the

production system, including but not limited to, reports, forms, documents, notices, and letters that the Agency wishes to print as identified during tailoring sessions.

The purpose of the Report Inventory list is to document the Agency's reporting needs known at this time, and based on the scope in Appendix C, assign which reports the Agency wants Accela to own and develop. The inventory list can grow throughout the project, but any reports outside the scope of Accela would be owned by the Agency or be subject to a change order for Accela to develop.

#### Accela Responsibilities

- Perform standard/minor branding updates (e.g., Agency logo and contact information) for Agency's subscribed solution reports.
- Prepare/validate the standard report(s) for the group of records with the Agency.
- Document a Report Inventory of the Agency system output needs. This inventory will be in the format of a list only.

#### Agency Responsibilities

- Make available the appropriate key Agency users and content experts to participate in creating the report inventory.
- Provide Accela standard branding information (e.g., Agency logo and contact information) for all standard reports.
- For any custom reports identified, capture the custom report criteria and layouts.
- Designate Agency report writers to participate in report writing training for custom reports.
- Participate in the demonstration of the scenario from Refine stage and review the configurable reports included in the subscribed solution.

### REPORT SPECIFICATIONS

Based on the scope of reports identified in Appendix C (Customization) Accela will work with the Agency to document report specifications for each. The Agency is responsible for providing a mockup (sample report) of what the desired report should look like from the new system.

#### Accela Responsibilities

- Document the Report Specification for each report in Appendix C.
- Finalize each Report Specification based on one round of feedback from the Agency.

#### Agency Responsibilities

- For each custom report identified, provide to Accela the custom report criteria and layout.
- Provide to Accela a sample mockup of each report, as expected from the Accela Civic Platform.
- Review each Report Specification and provide one round of review comments to Accela.
- Review the final Report Specification to validate the comments are incorporated.

### INTEGRATION SPECIFICATIONS

Accela is responsible for the integrations on the Accela Civic Platform, with the Agency being responsible for the coordination and development of changes made to the 3<sup>rd</sup> party system.

Prior to development, Accela will work with the Agency to document integration specifications for each. Changes to the integration specifications after approval can negatively impact project progress and the overall schedule.

**Accela Responsibilities:**

- Conduct integration design sessions to review the interfaces in scope.
- Document the Integration Specification document for each integration in Appendix C.
- Finalize each Integration Specification based on one round of feedback from the Agency.

**Agency Responsibilities:**

- Make available the appropriate key users and system experts to participate in the integration analysis activities.
- Review each Integration Specification document and provide one round of feedback.
- Review the final Integration Specification document to validate the comments are incorporated.
- Provide links and credentials for third party systems.
- Handle all coordination with 3<sup>rd</sup> party vendors including review of specifications if deemed required.

## DEVELOP

The Develop stage takes the group of processes (records) from the Refine Stage and continues the process for building and unit testing the solution which will include integrations, running mini-conversion activities, and functional testing of data conversion efforts (or dry runs for the production).

The subscribed Civic Application Solution includes pre-defined business process automation/validation. For example, common business rules are included such as sending an email to an applicant when a record is submitted and preventing record issuance when a balance is due. There is no tailoring of the automations as part of the onboarding solution. If custom solutions are defined in the tailoring sessions, these components are built by the Agency, and unit tested during the Develop stage.

Another series of Conference Room Checkpoints will be conducted upon completing development for each grouping.

### AUTOMATION DEVELOPMENT

In this step of the process, the automation identified during the Refine stage is developed and tested. Automation will be developed per record grouping and demonstrated in the Final Conference Room Checkpoint for that grouping.

**Accela Responsibilities:**

- Develop and unit test automation per the user stories documented in the Automation Inventory.

**Agency Responsibilities:**

- Test automation to ensure it is built and functioning per the approved user stories.
- Make available the appropriate key users and content experts to participate in the development and validation activities.
- Request change order if changes to user stories are required.

## REPORT DEVELOPMENT

### Accela Responsibilities:

- Develop and unit test custom reports per signed specifications.

### Agency Responsibilities:

- Test each report to ensure it is built and functioning per signed specification and provide one round of feedback.
- Make available the appropriate key users and content experts to participate in the report development and validation activities.
- Request change order if changes to specifications are required.

## INTEGRATION DEVELOPMENT

It is expected all integrations will use Accela's Construct API, web services or batch engine. No custom or third-party integration tool will be used to accomplish input or output of data to/from the Accela system. In other words, data coming into Accela and data coming from Accela will use the existing integration technology. Agency is responsible for gaining appropriate system access to support the integration from appropriate application owners (including on premises or cloud/hosted, etc.) and handling all coordination with 3<sup>rd</sup> party vendors. All integrations will be developed against one (1) agreed upon version of the 3<sup>rd</sup> party system.

### If Accela is developing:

#### Accela Responsibilities:

- Develop and unit test integration per signed specifications.

#### Agency Responsibilities:

- Test each report to ensure it is built and functioning per signed specification and provide one round of feedback.
- Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request.
- Make available the appropriate key users and system experts to participate in the integration development and validation activities.
- Provide links and credentials for third party systems.
- Handle all coordination with 3<sup>rd</sup> party vendors including 3<sup>rd</sup> party licensing, and end to end testing between Accela Civic Platform and 3<sup>rd</sup> party system.

## ACCELA GIS CONFIGURATION

Accela will configure Accela GIS (JavaScript) to link and leverage existing Agency GIS information, including assistance with integrating map services with Accela GIS. The following are the main objectives being pursued through the implementation of the Accela GIS:

- Look up permit information and parcel information from the Civic Platform.
- View selection, location, and associated GIS information.
- Select one or more parcels and add new applications to the Civic Platform.
- Auto-populate spatial attributes for a property in forms (including Accela Citizen Access).

Accela's technical staff will work with Agency IT staff to ensure that the components for hardware, software, database, network, and internet are in place for the Agency's GIS services are available for Accela to consume. Accela technical staff will validate the proper configuration of the Accela GIS environment.

**Accela Responsibilities:**

- Configure Accela GIS and perform quality assurance checks on the configuration and performance.
- Demonstrate that the Accela GIS application is operational via successful communication between Accela Civic Platform and the Agency's ArcGIS.
- Conduct Accela GIS Administration training.

**Agency Responsibilities:**

- Arrange for the availability of appropriate staff for the system setup, testing, and quality assurance throughout the configuration process.
- Order and procure necessary hardware, non-Accela systems software, and networking infrastructure as specified by Accela.
- Prepare the hardware, software, and network in accordance with the specifications provided by Accela.
- Provide people and physical resources based on the dates outlined in the project schedule.
- Provide Accela with network access to ArcGIS service, or the public link.
- Provide information and data in the formats specified by Accela that will be needed for the GIS implementation.
- Test each GIS integration to ensure that it is configured and functioning.
- Agency staff must review and test the integration and provide feedback to Accela Delivery based on the agreed upon project schedule timeline. Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request.

## DATA CONVERSION

Converting historic/legacy data from the Agency's systems is a critical activity for the success of this project. Accela will train the Agency on our Data Conversion tool. The Agency will be responsible for Data Conversion activities and the timeline, including data cleansing and data integrity. It is critical that the Agency, specifically the business users, provide ample time to test the data conversion and ensure processing of converted records. Any additional services required to assist with Data Conversion will be negotiated separately.

**General Information and Requirements for Data Conversion:**

- The Civic Application solution tailoring must be finalized before Accela will support the data conversion mapping effort.
- The standard data conversion includes the conversion of transactional data to the Accela database when a configured destination exists. In the event there is no destination for legacy transactional data then it will be required to be converted as best fits into another area of the configuration or excluded from the conversion effort.
- Conversion of transactional tables, Address/Parcel/Owner (APO) data, Professional License data is executed "As-is" from the staging area into Accela. "As-is" means that the data will be transformed as mapped to existing configuration elements in Accela. The conversion process will not create

configuration data or alter the mapped data when processed into Accela. Additionally, this means if invalid, inaccurate, or incomplete data is provided, it will be loaded into Accela “As-Is”. All data cleanup must occur prior to load from staging area into Accela.

- The standard document conversion may be utilized to convert record/permit level attached electronic documents into the configured Accela Document Service (ADS). In the event a 3<sup>rd</sup> party EDMS is used by Accela Civic solution, it is still possible to convert documents if the 3<sup>rd</sup> party integration supports the create method.
- At a minimum the electronic document(s) to be converted must exist in a Microsoft Windows accessible file system (e.g., NTFS, FAT32) and have the ability to identify the associated Record ID in order to be converted. In the event files exist in a database they must be extracted into a windows file system prior to being evaluated for conversion.

#### Accela Responsibilities:

- Training on the Accela Data Conversion Tool
- Training on the Accela Civic Solutions database schema
- Office hours to support data mapping to Accela Civic Solutions up to **eighty (80) hours**.
- Setup of a staging area for the Agency to run migration scripts to cleanse the data as they map the data to the Accela Civic Solutions
- Load two mock run migrations from staging to test once the City has completed their data cleansing and data mapping process—once for data validation testing and a second time prior to or during User Testing. The final production load will occur during production cutover.

#### Agency Responsibilities:

- Perform data mapping and conversion of data from the staging area utilizing Accela’s Extract, Translate and Load (“ETL”) toolset. This tool will confirm the accuracy of the mapping. The data mapping tool ensures that the staging to Accela conversion is accurate and prevents data from failing to convert, enforces consistency in runs, and tracks statistics.
- Perform unit testing of the conversion program including spot checks of the data within Accela staging area to identify if data corruption issues exist.
- Agency is responsible for data cleansing at source, extraction and load to staging, data transformations, data enrichment, and business rules.
- Extensive quality assurance of legacy/historical data by the Agency is required to ensure accurate transfer of data.
- Extensive business user testing to ensure converted records can be processed in the Accela system.

#### ACCELA SYSTEM TESTING

System Test is performed by the Accela team. It is a high-level test to ensure that the solution is operational. It includes the following tests: system login, ability to create a new record, search, and integration connectivity.

#### FINAL CONFERENCE ROOM CHECKPOINTS

As items are completed throughout the Develop stage, the Agency will be responsible for testing items to ensure they function according to the scope above. Once development and unit testing for a group is completed, the Accela and Agency team will conduct a final Conference Room Checkpoint for each grouping.

The Agency would walk the participants through an actual scenario(s) where the record would be created in the Public Portal (ACA) and demonstrate the steps to record/application/permit closure. This walk through should support on the additional components on top of configuration which include points of integration, business automation, reports, and a preliminary view of converted data (if applicable) based on the scenario. At the conclusion of the Conference Room Checkpoint, the Agency will accept the solution for the particular group, and this will allow for the exit criteria for the particular group.

If enhancements or new requirements are introduced during Conference Room Checkpoints, they will be managed through the Change Management process.

## DEPLOY

Deploy is the final stage of the Accela Implementation Methodology. The Deploy Stage starts when all components of the system are developed and unit tested (including all components developed by the Agency), and the system is ready for User Acceptance Testing (UAT).

The Agency will prepare for UAT by creating test cases and a test execution plan. Agency will lead the test activities by executing test cases to validate the system is performing processes as defined in the solution inventory. The Accela team will address Civic Application solution defects as they are identified. The Agency team will address defects associated with custom development (reports, integrations, etc.). At the completion of UAT, Agency will conduct End User Training and the Agency and Accela will begin to prepare the cutover plan. Once training has completed, the cutover plan will be executed, and the Agency will Go-live on the Accela solution. Accela will provide post-production support to address bugs that are identified. The Accela team will then transition the Agency to the Accela Customer Support team for on-going support.

## TRAINING PLAN

Accela onboarding approach follows a Train the Trainer approach to training. The Accela Trainer will train the designated trainer for each business area in the operations of functions in Accela. Accela training is focused on use of the standard Civic Applications. The Agency will be responsible for training end users on how to use the system to accomplish agency-specific daily business activities. Customization of Accela's end user training material and end user training is also the responsibility of the Agency.

Accela will develop a Train the Trainer Plan. Agency will develop end user training plan.

The Training Plan for trainers will include:

- An overview of the strategy for training for the solution.
- The training subject areas, audience, objectives, approach, and milestones.
- Definition of minimum competencies for Agency trainers and super users including approach for remediation of deficiencies related to Agency personnel skills.
- Definition of components required in individual training plans, such as course outline, schedule, etc.
- High-level training schedule for all target audiences based on the logical sequence of how the content should be delivered, availability of the participants, and deployment timing.



#### Accela Responsibilities:

- Prepare Train the Trainer plan and material based on Accela standard Train the Trainer content/curriculum.

#### Agency Responsibilities:

- Prepare end user training plan and associated content.
- Make available the appropriate Agency resources to provide required information.
- Identify users who will participate in the Train the Trainer sessions and end user sessions.
- Schedule participants and meeting locations for training sessions.

#### USER ACCEPTANCE TEST (UAT) PLAN

Accela will provide a Test Plan template to support the Agency's implementation. Agency will amend the Test Plan based on the implementation. The Test Plan will focus on the following:

- UAT process
- High-level plan/schedule to conduct UAT
- Who should participate?
- What should be tested?
- How to report an issue?
- Retesting issues that were fixed
- Sign-off

The Agency will review and jointly participate in updates to the Test Plan to include:

- Specific resource names
- Sign-off that resources have been adequately trained to execute test cases
- A list of test cases to be executed
- Detailed schedule of their test execution plan

It is critical that the Agency devote ample time and attention to the development of their test cases. Accela recommends the Agency use this opportunity to update their Standard Operating Procedures (SOPs) and/or custom Training Materials and leverage these as test cases. The Agency is responsible for creating and verifying all the test cases meet specific business needs. Test cases should confirm record creation, automation, workflows, inspections, citizen access, reporting, etc. and any other specific integration or areas within Accela used in normal business. Accela recommends Agency leverage SOPs as the basis of test cases. Test cases must be validated by the Agency experts and within the scope of the Civic Solutions and tailored configuration. Based on the developed test cases, the Agency is responsible for staffing appropriately so that the UAT activities will fit into the agreed upon onboarding duration. At the conclusion of UAT, the Agency should identify which test cases should be used for future regression testing when upgrades are applied. Accela recommends Test Cases form the basis for the Agency's ongoing Training and User Guides.

#### USER ACCEPTANCE TESTING (UAT)

User Acceptance Testing is formal testing by the Agency to validate the system is working per the project scope. Throughout the project, the Agency is expected to test components of the system as they are completed (i.e., configuration, reports, integrations, etc.).

Prior to UAT, the teams will establish a configuration and development code freeze on the test environment. As all components should have already been tested and validated during the Define and Develop stages, UAT should focus on end-to-end testing of the Agency's full business processes as they would perform in production.

User Testing includes the following distinct phases:

1. Initial Test – a timeboxed phase where the Agency runs through every test script and logs all issues in the issue tracker.
2. Issue Remediation – a time for Accela to remediate all Critical and High issues found during Initial Test, related to the Civic Application solution or tailored configuration. During this time the Agency will remediate all Critical and High issues related to development of custom components (reports/integrations), as they are expected and encouraged to begin taking ownership of the solution in preparation for post go live.
3. Remediation Testing – the phase where the Agency validates that all Critical and High issues have been resolved.

The Agency will lead the UAT activities outlined in the UAT Plan. The Agency will test and validate the solution and its readiness to be migrated to production for active use. **All test scripts should be completed prior to UAT.** At completion of Initial Test, Accela and Agency will create a Punch List and agree to Critical and High issues required for remediation before go-live. The Punch List then becomes the focus of remediation and remediation testing. The Punch List will contain issues responsible by both Accela and the Agency, based on which party was responsible for the original configuration/development. If items are added to the punch list after the agreed upon pen down date, change management will be invoked.

The Agency and Accela has agreed to the following durations of **two rounds** of User Testing:

<b>Round 1</b>	
Initial Testing	3 weeks
Remediation	1 week
Remediation Testing	1 week
<b>Round 2</b>	
Initial Testing	3 weeks
Remediation	1 week
Remediation Testing	1 week
<b>Total User Testing Duration</b>	<b>10 weeks</b>

**It is critical that the Agency devote ample time and resources to this effort to ensure the system is operating per onboarding scope and ready for production. The testing effort will require a significant time investment by the Agency, and the commitment of resources is key to success.**

Any extensions to User Testing durations will require a change order. If the Agency does not devote adequate time and staffing to User Testing to completely test the solution, Accela may opt to postpone Go-live at the Agency's expense. Accela will work diligently with the Agency to ensure this does not occur and provide several opportunities for the Agency to add additional staff and time to this effort before recommending a postponement or delay. Additionally, if out of scope items are identified throughout

testing, a Change Order will be required based on the need for additional effort and/or extension of timeline.

Accela will ensure the appropriate test environment to be used for User Testing is setup and ready prior to the start of testing activities. This should include deployment of the approved configuration, automation, reports, integrations, and a full mock run of converted data. The Agency will ensure the appropriate Agency and/or 3<sup>rd</sup> party test environments are available to support integrations.

Accela will provide support for User Testing by answering questions and resolving Critical and High defects that are within the scope of the onboarding services. Medium and Low defects should be resolved by the Agency as they are expected and encouraged to begin taking ownership of the solution in preparation for post go live. These updates should be closely coordinated between the Agency and Accela teams so that no unexpected issues or changes are introduced with the resolution of these Medium and Low defects. Requested changes to the system must be managed through the Change Management process and should not be treated as defects.

At this point in the implementation process, the Agency should test individual components of functionality of the solution (i.e., functional), and test to ensure that the interrelated parts of the Accela Automation solution are operating properly (i.e., integration testing).

Based on the UAT Duration table above, the high-level schedule of User Testing would be as follows:

- **Initial Test:** Agency to execute all User Testing test cases. During this phase, Accela and Agency will also begin resolving Critical and High defects identified throughout the testing. At the end of Initial Test, the Agency and Accela will develop and prioritize a User Testing Punch List to include open Critical and High severity implementation issues that are required for go-live, as defined in Appendix E.
  - The punch list must be finalized at the end of the Initial Test phase. Accela will export the current open Critical and High issues from the User Testing issue tracker and review this with the Agency at the close of the phase. Only in-scope issues will be considered for punch list resolution. The Remediation Phase (punch list/defect resolution) will be delayed until the Agency and Accela agree upon the punch list. At this point the defect tracker is closed.
  - If the Agency has not completed execution of all their test cases at the end of the defined duration, then an extension to the project (and Change Order) would be required.
  - **User Testing is a time-boxed activity** so it is critical the Agency identifies all issues in the Initial Test timeframe. If the Agency identifies issues AFTER the Initial Test phase (i.e., after the Punch List is agreed upon), these would be an extension to the project and a Change Order will be required.
- **Issue Remediation:** Accela will remediate, build and implement configuration updates for the User Testing Punch List (Critical and High defects). In parallel, Agency will remediate Agency-owned development updates from the Punch List.
- **Remediation Testing:** Agency will perform testing to confirm the Punch List items are resolved. This period is for retesting issues found during the initial test period. It is not for performing additional User Testing. New issues go to the parking lot. The User Testing is deemed accepted when Agency has verified the Punch List and severity of Critical and High issues have been

addressed. Accepted deliverable will become the configuration code set that will be deployed to the PROD environment.

Output:

- Upon acceptance of User Testing, a configuration and development freeze on TEST environment. This environment will be used to move to production.

Accela Responsibilities:

- Support the Agency in up to **six (6) weeks** of User Testing execution, followed by 2 weeks to complete remediation and retesting of Critical and High punch list issues.

Agency Responsibilities:

- Identify resources who will participate in User Testing.
- Ensure that testers are adequately trained on the system to accurately execute test cases.
- Lead and manage the User Testing effort, including resources and test execution schedule.
- Execute the User Testing test cases developed by the Agency during the User Testing test plan activities.
- Make available the appropriate key Agency users and content experts to participate in User Testing as defined and managed by Agency.
- Resolve all issues related to Agency custom development (i.e., reports and integrations).
- Resolve Medium and Low severity defects related to tailored components.
- Determine which test cases will be used for ongoing regression testing.
- Leverage test cases as a basis for ongoing training and user guides.

### PRODUCTION CUTOVER “GO LIVE”

Production date is defined as the official date in which Accela Civic Platform moves from the test environment to production for daily Agency usage. This date will be agreed to by both Accela and the Agency at project inception. It may be altered only by change order agreed to by both parties. In the weeks prior to moving to Production, Accela will assist in final data conversions, system validation, staff preparation and training, and coordination of deployment.

Output:

- Deployment support prior to moving to Production.
- Assistance with setup of Integration points in Production.
- Final Conversion run during cutover.
- Accela Civic Platform used in Production environment for Agency daily use.

Accela Responsibilities:

- Lead the effort to transfer the system configuration and any required data from Test to Production.
- Assist in the development of a Cutover checklist that details the critical tasks that must be accomplished prior to moving to Production.

Agency Responsibilities:

- Provide technical and functional user support for pre and post Go Live planning, execution, and monitoring.
- Assist in the development of a Go Live checklist that details the critical tasks that must be accomplished prior to moving to Production.

**POST GO LIVE SUPPORT AND TRANSITION TO ACCELA SUPPORT**

This deliverable comprises the post go-live support assistance that Accela will provide to address issues and provide consultative advice immediately following Go-Live. Accela will work with the Agency to address issues identified during this period using a Post Go-Live Issues list. This list will comprise issues related to the defined deliverables listed in the onboarding package. Examples of issues the Agency is responsible for include training issues, functional changes beyond the scope of the onboarding services, cosmetic changes, and procedures related to using the Accela solutions. Accela will not be developing or creating additional reports, conversions, integrations, record types and workflow processes that were not included in the scope of this project during post deployment support.

Agency will take ownership of the production environment upon system go-live. To enable ownership of the production system, promote continued knowledge transfer, and provide the Agency with maximum flexibility to address not only high or critical defects not found during testing but also other desired incremental system changes, Accela will provide Tier 3 support to address issues and provide consultative advice. The Agency performs the functions of Tier 1 and Tier 2 support.

A formal meeting will be scheduled with the Agency, Accela Services Team, and Accela Customer Support for the purpose of transitioning support of future issues and questions from the Agency to the Accela Customer Support program.

Output:

- Accela will provide professional services support for **two (2) weeks, onsite or virtual to be determined** immediately following deployment (go-live).
- Accela will work with the Agency to identify and address issues identified during this period using a Post-Production Issues List. This list will be comprised of issues related to the defined deliverables listed in this SOW, which will be addressed by Accela.
- Finalized post-production copy of issues list.
- Transition of Agency from Services team to Customer Resource Center for ongoing support.

Accela Responsibilities:

- Provide post-production support for Accela developed configuration and components. For example:
  - Assistance with new UI or browser settings since not every user has accessed the new version of our software.
  - Issue research.
  - Escalation of issues that can't easily be resolved.
- Assist with the identification of issues for the Post-Production Issues List.
- Assist with issues that may arise related to the deliverables in this onboarding package.
- Transfer ongoing support of the Agency to the Accela Customer Support program.

Agency Responsibilities:

- Provide technical and functional user support for post-production support and monitoring.
- Examples of issues the Agency is responsible for include: training issues, functional changes beyond the scope of this onboarding package, cosmetic changes, and procedures related to the use of Accela Civic Platform.
- Develop and maintain a Post-Production Issues List.

**CIVIC PLATFORM TRAIN-THE-TRAINER TRAINING**

This course is intended to prepare identified Agency trainers to train their end users. Participants will first be taught the basic two-day end user course around the customer daily Civic Platform processes. Then participants will engage in workshop practice sessions where the students teach each other and the Accela instructor sections of the two-day end user course. Feedback will be given to help the customer trainers obtain the skills needed to effectively train their end users. By the end of this course, the Agency will have ability to train your end users in Civic Platform functions.

Output:

- Train-The-Trainer for Civic Platform End-User Training

Accela Responsibilities:

- Coordinate with Agency to schedule the appropriate day/time to deliver the training.
- Coordinate with Accela PM and Agency to identify trainee list and create event registrations.
- Manage the pre- and post-training event communication to ensure trainee participation and awareness.

Agency Responsibilities:

- Notify Accela trainer of selection of up to 3 record-types for training demonstration and workshops.
- Provide Accela trainer with access to Agency workflow/business process SME no later than two weeks prior to the scheduled Train-the-trainer event.
- Ensure that trainees have appropriate hardware/software for successfully participating in the online training.
- Staff participants have successfully read and completed any recommended online course content.
- Participant maximum is 12 trainees.

## APPENDIX E: PROJECT RESOURCES

### AGENCY RESOURCES

Agency must fill the appropriate roles with the appropriate Agency Personnel that will work together with the Accela Project Team for the Project. Agency will make available additional resources as needed for the Project to be successful. Agency roles can be filled by the same person. In addition, Agency will provide all necessary technical resources to make appropriate modifications within any Agency systems wishing to integrate with any Accela systems. These resources must be proficient in Agency coding/development environment and tools, to make the required changes to their software to enable integration and must be available during the timeframe of these Services.

The table below identifies the recommended Agency personnel to assist in the implementation. The “Full Time Equivalent” or overall percentage of time that an individual is suggested to commit to the period of implementation. For example, an FTE of 0.10 would indicate that the individual spend ten percent of his/her time after the project has been completed.

Agency Resources	Description	Estimated FTE
<b>Project Sponsor</b>	Responsibilities include: <ul style="list-style-type: none"> <li>• Represent the strategic and financial interests of the Agency within context of the project</li> <li>• Create an environment that promotes project buy-in</li> <li>• Stay informed and provide high-level oversight throughout the duration of the project</li> <li>• Serve as the primary escalation point to address project issues and remove obstacles in a timely manner</li> </ul>	.05
<b>Project Manager</b>	Agency will provide a dedicated Project Manager throughout the course of the engagement. Responsibilities include: <ul style="list-style-type: none"> <li>• Overall administration, coordination, communication, and decision- making associated with the implementation</li> <li>• Planning, scheduling, and tracking the implementation with Accela and across departments within the agency</li> <li>• Primary responsibility for the coordinating and scheduling of Agency employees and facilities in support of project activities.</li> <li>• Supervision of the Agency team members to ensure the project team stays focused, tasks are completed on schedule, and that the project stays on track</li> </ul>	1.0
<b>Product/System Administrator</b>	<ul style="list-style-type: none"> <li>• Participate in system configuration and build out as much as possible, working closely with Accela implementation team</li> <li>• Assist City end users with Acceptance Testing</li> <li>• Post go-live, take over internal administration of Accela system</li> </ul>	
<b>Departmental Business Leads</b>	A user representative for each affected department must be appointed to facilitate analysis and configuration and serve as a decision-making entity for that group. These critical appointments may well determine the success of the implementation for their respective areas.	1 FTE (minimum) superuser/liaison per department.

	<p>Responsibilities include:</p> <ul style="list-style-type: none"> <li>• Attending tailoring sessions</li> <li>• Willing and able to gather data and make decisions about business processes</li> <li>• Participate in knowledge transfer opportunities in order to understand the solution</li> </ul>	<p>.5-.75 of 2-3 resources per department for Refine Phase.</p> <p>.5 of 2 resources during End-user training</p> <p>.8 of 2 resources during User Acceptance Testing and Go-Live</p>
<p><b>Departmental Subject Matter Expert (SME) –</b> <i>Can be the same person at the Departmental Business Lead</i></p>	<p>Responsibilities include:</p> <ul style="list-style-type: none"> <li>• Being trained on the Accela system and proactively learning the system as it is implemented</li> <li>• Being fully engaged in the sessions and system configuration activities</li> <li>• Provide expertise in their business area</li> <li>• Assist internal efforts towards the creation of reports, integrations &amp; conversions</li> <li>• Review and testing of the solution</li> <li>• Review and testing of the converted data</li> <li>• Actively participate in the full implementation of the Accela solution</li> </ul>	<p>0.75 (per Department) during Refine Phase</p> <p>.3 during Develop Phase for writing test cases</p> <p>0.5 (per Department) during User Acceptance Testing</p>
<b>Infrastructure Support</b>	Network configuration	.05
<b>GIS Administrator</b>	Help exposing GIS information, testing, configuration	.1



<b>Data Conversion Lead</b>	<p>Responsibilities include:</p> <ul style="list-style-type: none"> <li>• Lead efforts to cleanse the legacy data to be migrated</li> <li>• Attend Accela Data Conversion and Database Schema Training</li> <li>• Create data mappings</li> <li>• Write extraction scripts, transformation, business rule routines to move data from legacy data source to Accela staging area</li> <li>• Review and validation of the converted data</li> <li>• Perform mock data runs during the implementation and final production conversion</li> </ul>	<p>1.0 minimum (during Data Conversion Activities)</p>
<b>Trainer/Super User</b>	<ul style="list-style-type: none"> <li>• Primary responsibility for understanding the solution through attending the Train-The-Trainer sessions</li> <li>• Build the training materials for end users from the materials provided from Accela</li> </ul>	.25
<b>Organization Change Management Agent</b>	<p>Accela does not provide Change Management services as it relates to Organizational Change Management (OCM). Accela supports the OCM objectives by supplying technical training, content for awareness meetings, demonstrations to user groups during the project, but we find the most success for the Agency to own the OCM objectives and have a dedicated change agent with the organization.</p> <p>Responsibilities related to the Accela workstream:</p> <ul style="list-style-type: none"> <li>• Have a designated OCM representative attend the Accela analysis sessions and determine how best to align Agency operational process with technical solution workflow.</li> <li>• Access the Accela test environment to become more familiar with the solution.</li> <li>• Participate in verification of the solution and attend Conference Room Checkpoints.</li> <li>• An Accela trainer can work with the OCM representative on a plan on how the Accela end user training will be integrated with the OCM campaign.</li> </ul>	.5

## ACCELA RESOURCES

Accela will assign key resources for the onboarding project. Accela's Project Manager is responsible for coordinating the Accela team and its interaction with key Agency Resources assigned to the Project. The main roles are as follows:

Accela Resources	Description
<b>Regional Director</b>	The Regional Director provides executive oversight, oversees the project's progress and direction by working with the Project Manager. Primary goals are to ensure efficiency, consistency, and quality in delivery of Accela implementations. The Regional Director will be part of the project Steering Committee and have a role in escalation of risks and issues to drive the project forward.

<b>Project Manager</b>	<p>The Accela Project Manager works directly with the Agency Project Manager to manage, track, facilitate and plan for all project activities. The Project Manager works with the Project Sponsors, Subject Matter Experts and other stakeholders to ensure the timely delivery of a quality product. The Project Manager undertakes the project administration tasks including:</p> <ul style="list-style-type: none"> <li>• Develop and maintain project plan</li> <li>• Resource management and tracking</li> <li>• Risk identification and mitigation</li> <li>• Issue management and escalation</li> <li>• Status reporting</li> <li>• Provide direction and facilitate team meetings</li> </ul>
<b>Solution Architect</b>	<p>Accela's Solution Architect is responsible for the overall solution architecture and will:</p> <ul style="list-style-type: none"> <li>• Recommend standard and custom solutions for business requirements</li> <li>• Architect new custom solutions for City specific business processes</li> <li>• Provide Solution Architect oversight throughout the implementation</li> <li>• Guide the customer and project team with best practices and standards</li> <li>• Confirm delivered solutions follow best practices and standards</li> </ul>
<b>Lead Implementation Consultant</b>	<p>The Lead Implementation Consultant assigned to the project will have significant experience in the business process as well as the product functionality and is responsible for:</p> <ul style="list-style-type: none"> <li>• Lead tailoring sessions</li> <li>• Lead the tailoring/system configuration</li> <li>• Providing training/mentoring to City staff</li> <li>• Coordinate with technical team members through analysis and testing as it relates to City processes</li> </ul>
<b>Implementation Consultant</b>	<p>Implementation Consultant resources support the project as-needed and typically focus on the following tasks:</p> <ul style="list-style-type: none"> <li>• Provide support during tailoring sessions</li> <li>• Perform tailoring/system configuration</li> <li>• Unit and functional testing</li> </ul>
<b>Technical Consultant(s)</b>	<p>Accela Technical Consultants are involved in the project to perform the following responsibilities:</p> <ul style="list-style-type: none"> <li>• Lead integration analysis, specifications and development</li> <li>• Lead report analysis, specifications and development</li> <li>• Provide data conversion expertise, training, mapping assistance, and execute data conversion runs</li> </ul>
<b>Training Consultant</b>	<p>Training Consultants are responsible for Accela Training classes with assistance from Implementation consultants, depending on the nature of the specific project.</p>

## APPENDIX F: DEFECT DEFINITIONS

### ISSUE TYPES

1. **Implementation Defect (Defect)** – Implementation Defects relate to elements configured or built as part of the project such as record configuration, workflow configuration, business rules/automations, custom integrations, and reports. An issue is considered an Implementation Defect when the software is not behaving as per the approved software version (e.g., development stage complete). Data Conversion issues are considered Implementation Defects if the data was available in the proper format via the source data file but is not converted as defined in the approved Data Mapping document and as executed in the previously approved final mock run.
2. **Product Defect** – Product Defects are errors due to unexpected behavior within the Accela Platform source code. A Product Defect cannot be resolved through configuration changes and requires a new product release or hotfix/patch.
3. **Non-Defect Issue Examples**
  - a. **Change** – Modifications or additions to the approved specification are considered changes. Examples include:
    - i. Changes to record configuration, new or changes to custom fields, changes to workflow configuration, new or changed expressions, new automation scripts, addition of business rules to existing automation script to account for previously un-documented exception cases or new requirements
    - ii. Addressing a Product Defect or product limitation via configuration changes (implementing a work around)
    - iii. New report or change to existing report format, queries, or business logic
    - iv. New integration or new transaction for existing integration or change to existing integration business logic
  - b. **New Requirement** – Previously undocumented business need driving additions or changes to the configuration is considered a new requirement
  - c. **Conversion Source Data Issue** – Data cleansing issues such as data that is incomplete, erroneously formatted, or misplaced due to data errors found in the source data set often lead to undesirable or unexpected product behavior or system errors
  - d. **3<sup>rd</sup> Party Product Issue** – Issues related to 3<sup>rd</sup> party system errors or results returned from a 3<sup>rd</sup> party system back to Accela through an integration. E.g., data in APO dataset is not up to date and causing errors in Accela or an error in the Financial system is leading to Accela transaction reconciliation problems
  - e. **Product Enhancement** – The Accela product does not currently include or support the desired feature
  - f. **Training Issue** – The end user reported a problem that is attributed to user error
  - g. **Infrastructure Issue** – The issue is rooted in Agency infrastructure or environment settings (such as server hardware/software, network infrastructure, security software/settings, end user hardware/software)

## DEFINITION OF DEFECT, DEFECT SEVERITIES

An Implementation Defect relates to elements configured or built as part of the project such as record configuration, workflow configuration, scripts/automations, custom integrations, and reports. An issue is considered an Implementation Defect when the software is not behaving as per the approved software version (Build stage complete). Data Conversion issues are considered Implementation Defects if the data was available in the proper format via the source data file but is not converted as defined in the approved Data Mapping document and as executed in the previously approved final mock run.

Severity Level	Description
Critical	<p>This is a “must fix” problem, a “showstopper.” The problem is causing a major system error, fatal error, serious database corruption, serious degradation in performance, major feature malfunction, or is preventing a major business goal from being realized. The problem does not have a workaround that is reasonably acceptable to the corresponding end-users.</p> <p>Examples:</p> <ol style="list-style-type: none"> <li>1. The Address, Parcel, Owner search is not returning any results which means an Applicant or Staff cannot submit a record because the Parcel is required and requires validation with the Agency’s GIS system</li> <li>2. An error is displaying when trying to select the submit button during Intake which is preventing the Record from being created. The error message is not providing any direction to the user other than contact your system administrator.</li> <li>3. The Payment Integration is down which would not allow the online records from being created and the back-office staff would not be able to proceed with workflow due to business rules preventing the advance of workflow if there are outstanding fee due.</li> </ol>
High	<p>This is a problem that is causing significant loss of feature functionality, but the system can recover from the problem and it does not cause total collapse of the system. The system does not meet a business goal or a portion of a business goal; performance degradation is minor, but not within established exit criteria; or minor database issues may exist (e.g., single rows or fields may be locked). The problem does have a workaround that is reasonably acceptable to the corresponding end-users.</p> <p>Examples:</p> <ol style="list-style-type: none"> <li>1. Fees are wrongly being applied to records based on business rules or configuration. The workaround would require business rules (scripts) to be disabled and staff would manually apply fees or staff voiding fees or refunding fees if duplication is occurring.</li> <li>2. Notification going to citizens where the URL for the online portal, the Record ID, Decision, or attachments are missing. The workaround, Staff would take more calls around the notification received by the citizen.</li> </ol>

	<ol style="list-style-type: none"> <li>Notification being sent to an incorrect contact on the record. The workaround, Staff would take more calls around the notification received by the citizen.</li> <li>Incorrectly activating a workflow task status, for example where the task was not activated or based on business rules closing the workflow task. The workaround, Supervisor would need to override the workflow task status to activate the correct workflow task to proceed with the application life cycle.</li> <li>Workflow assignment is either not assigning to the correct department or is not assigning to a department (i.e. department would be blank). The workaround, Supervisors or Managers would need to use the Unassigned Reviews report for workflow assignment.</li> <li>A Notification going to one of the contacts identified as recipient, but not all (for example going to the Applicant, but not the Owner). The workaround, Staff would take more calls around the notification not received by the citizen</li> </ol>
Medium	<p>This is a problem that is causing minor loss of feature functionality. Optional workarounds are acceptable but causing significant efficiency loss. Problem is cosmetic, but public facing and deemed go-live critical.</p> <p>Examples:</p> <ol style="list-style-type: none"> <li>Notification going to citizens where Assigned Reviewer, Address, or Contact Types is missing. The workaround, Staff would take more calls around the notification received by the citizen.</li> <li>Notification going to one of the contacts identified as recipient, but not all (for example going to the Applicant, but not the Owner). MUST be going to Applicant to be considered medium. The workaround, Staff would take more calls around the notification not received by the citizen.</li> <li>Workflow assignment for the round-robin is incorrectly assigning staff users. The workaround, Staff assigned to the record would need to re-assign the workflow to the appropriate Staff</li> <li>Incorrectly setting due dates in the workflow based on defined business rules. The workaround, Staff would need to manually set the due date.</li> <li>Required element such as document types, contacts, or custom fields are allowing the user to proceed w/out having met the requirement. The workaround, Staff would need to validate all required elements and if one was missing use the workflow task status of "Additional Information Required" to have the user provide the required information to proceed with the application process.</li> </ol>
Low	<p>This is a problem that is causing minor loss of feature functionality. Optional workarounds reasonably acceptable to the corresponding end-users are available with minor efficiency loss. Minor issues, misspellings, cosmetic changes, etc.</p> <p>Examples:</p> <ol style="list-style-type: none"> <li>Misspellings on instructions, data elements, report content, or notifications content.</li> <li>Font inconsistencies, if data elements or online portal language is written in different fonts in different sections.</li> </ol>

	3. Inconsistency with Console configuration between departments, for example the record selection where there is the drop down rather than the decision tree or constraint within the defined filter is not displaying the entire defined criteria.
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## APPENDIX G: DATA CONVERSION APPROACH

### OVERVIEW

One of the most challenging aspects of the implementation of a new software system is the data conversion. The legacy system will have features and functions not found in the new system, maintains the data differently than the new system, and the overall user experience will not be the same. The data conversion process will take the data from the legacy system and extract it in a manner that will be useable for the new system. The extraction process is a very iterative process and requires the agency to have staff who are familiar with the legacy system in order to be successful.

The Accela Civic Platform data conversion strategy is a very iterative and agile process that requires all parties to be flexible. The work effort will be broken into several groups based on similar types of data within the Accela Civic Platform that is being implemented. To guide the agency in this effort, an Accela data conversion specialist will:

- Lead a data conversion training session
- Provide data requirements
- Provide a means for the agency to review the data in a conversion environment at the end of the session.

The below sections will outline the different aspects of the data migration and provide the specific tasks for each session. Specific content of each session may vary based on the individual needs of the conversion.

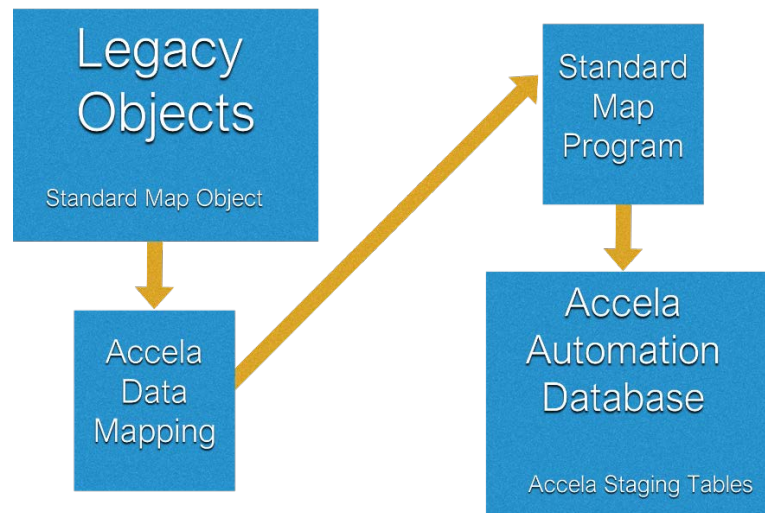
### DATA CONVERSION STRATEGY

#### TERMINOLOGY

Term	Description
Standard Map Objects	Standard legacy side database objects, i.e. tables and views.
Legacy Objects	Includes the legacy database objects and the standard map objects.
Standard Map Program	A set of ETL (extract, transform, load) executables that incorporates the crosswalks created in the Accela Data Mapping tool and moves the data to the Accela Automation database
Standard History Program	Moves the data from the standard history staging table into the Accela Automation structure.
Accela Data Mapping Tool	A program that utilizes the standard map views that creates the cross walks for data translation. Some of the translation tables are: Record types, Record status, Inspections, Workflow and Fees.
Data Source	A single database table and the associated tables that are used to process the record.
Extraction Process or Extraction	The process by which the data is pulled out of the legacy data structure and loaded into the standard map objects.

## PROCESS FLOW

The diagram below illustrates the process for a standard data conversion with one data source. Agency staff will only be required to be familiar with the legacy side (which is the left side of the diagram below). With assistance and guidance from Accela staff, the Agency will be required to extract the data out of the legacy structure and put the data into the standard map tables. This requirement for the Agency is critical as they have the knowledge and understanding of the legacy system.



## SESSION 1

This work effort will first identify how the legacy record types will be translated into the Accela Civic Platform record types. This is the most important task as there are many subsequent tasks in the process that are dependent on getting this initial effort correct. The table below provides a high-level overview of each task. The duration of the cycle is approximately forty business days depending on the availability of the agency staff and their knowledge of the legacy system. This time estimate is based on at participation of at least **two (2)** knowledgeable resources from the Agency. These resources should have in-depth knowledge of the legacy system and be able to make decisions about the data that needs to be preserved for business functions in the future system.

Seq	Task	Responsible Party	Comments
1	Training overview	Accela	Training and assignment of tasks for this group.
2	Extraction of the base record	Agency	Base record extraction, which includes but is not limited to: Application Number, Application Date, Record Status and Record Type from the legacy system



3	Identification of the legacy attributes for the custom fields	Agency/Accela	Accela will provide an excel workbook with the custom fields for the current records types.  Agency will map out the data and provide any translation rules.
4	Extraction for the address and parcel	Agency	Identify parcel information on the record and identify the address elements. Agency may need to parse the address record/translate data like street direction, street suffix and other similar elements.
5	Extraction of the application comments	Agency	General application comments.  Note: These are not comments for Inspections, Payments, or other related data types.
6	Extraction of related records	Agency	This is the extraction of the Parent/Child relation between applications in the legacy system.
7	Extraction of people associated with the record	Agency	This is for the Contacts, Licensed Professionals, and Property Owners.
8	Extraction of basic workflow data	Agency	This is for the Issued Date and Closed Date of the application.
9	Extraction of the application status	Agency	This is the historical status information associated to the record.
10	Extraction of activities	Agency	Activities associated to the record, e.g. phone calls, general notes and other similar types of data.  Note: This data is not always found in the legacy system.
11	Creation of crosswalk	Agency/Accela	Using the Accela data mapping tool, create the cross walks for the appropriate data elements including: Record type, Record status, Contacts and Licensed Professionals.
12	Load the above data	Accela	Load data provided into the conversion environment
13	Review of data	Agency	Verify that the data loaded correctly. Alert Accela team of any items that did not convert correctly.

Once the above activities are completed, the Agency will provide a copy of the database that has the standard map tables to the Accela conversion team for upload into the conversion environment. The data should be reviewed by the Agency's staff who created the extraction logic.

## SESSION 2

The second session focuses on inspections and the associated checklist and conditions. In addition, the scripting of the custom fields and custom lists will be covered during this session. At least two Agency resources should work on custom field and custom list scripting tasks. One resource will complete the tasks listed below except for the task for custom fields and custom lists.

Seq	Task	Responsible Party	Comments
1	Training on the below activities	Accela	Overview of the data to be migrated in this session.
2	Creation of the custom fields and custom list migration process	Accela/Agency	Either party can do this task. If Accela does the work, this would impact the overall cost.
3	Extraction of the inspections	Agency	Extraction of the inspection data for the given record types.
4	Guide Sheets	Agency	Guide Sheet or Checklist associated to the individual inspection record.
5	Conditions/Condition of Approval	Agency	When Applicable
6	Mapping of the inspections in the Accela Data Mapping Tool	Agency/Accela	Creation of the crosswalks for the inspection types and inspection statuses.
7	Provide backup of the legacy database	Agency	Agency provides backup of the legacy database.
8	Load the data	Accela	Load the data into the conversion environment.
9	Review of the above data elements	Agency	Verify that the data loaded correctly. Alert Accela team of any items that did not convert correctly.

## SESSION 3

Session 3 outlines the requirements for the migration of fees and payments. A single resource is sufficient to complete these tasks.

Seq	Task	Responsible Party	Comments
1	Training for below activities	Accela	Provide requirements for the migration of fees and payments
2	Extraction of the fees	Agency	Extract legacy fee data.
3	Extraction of the payments	Agency	Extract legacy fee data.

4	Map fees in the Accela Data Mapping Tool	Agency	Create the cross walk of old fee codes to the new fee codes.
5	Load the data	Accela	Load the data into the conversion environment
6	Provide backup of legacy database	Agency	Agency provides backup of the legacy database.
7	Review the data	Agency	Verify that the data loaded correctly. Alert Accela team of any items that did not convert correctly.

#### SESSION 4

This session will cover the remaining items for workflow as well as the migration of the custom fields. This session will require two (2) resources: One to complete the workflow mapping and scripting while the other resource is going back over the issues found in the prior data loads to determine the resolution.

Seq	Task	Responsible Party	Comments
1	Training on the below activities	Accela	Overview of the data to be migrated in this session
2	Extraction of additional workflow data	Agency	Extract additional data from the legacy system.
3	Map legacy workflow tasks and statuses in the Accela Data Mapping Tool	Agency	Earlier Sessions the Issued Date/Completion Date was determined. Any additional data for the workflow will be captured in this task.
4	Provide backup of the legacy database	Agency	Creation of the crosswalks.
5	Load workflow	Accela	Migration task for workflow into the conversion environment.
6	Load Custom fields	Accela	Loading of the custom fields and custom list.
7	Review of the data	Agency / Accela	Verify all major data elements are now loaded. Notify Accela team of any issues.

#### FINAL STEPS

Once the four sessions have been completed, the data is reviewed and issues are recorded in the SharePoint Data Conversion Issue Tracker. At this point in the data migration life cycle, we address any remaining issues such as resolution of mapping issues in the Accela Data Mapping Tool, issue resolution and migration of any additional custom fields and custom lists. The Accela conversion specialist and the Agency technical staff who created the migration scripts will meet and discuss the remaining work and

report out to the project managers their findings. In most cases the remaining work is limited to performing additional unit testing, issue resolution and identifying and loading missing data elements.

## APPENDIX G: TRAINING

Accela will provide the following standard training courses for the project.

<b>Civic Platform 1: Core Team Training</b>	<b>COURSE SUMMARY:</b> This course is an overview of the Accela Civic Platform, to help you become familiar with the basic terminology, system navigation, and core functionality of the platform. You'll learn Accela best practices. You'll explore design concepts, advanced configuration options, and automation possibilities.
<b>Civic Platform 2: System Admin Usage</b>	<b>COURSE SUMMARY:</b> This course is designed to prepare you to take over managing your instance of Civic Platform following implementation. You will dive deeper into user experience design concepts and configuration options. You will learn how to create different record types. You'll study business analysis and process design. You'll build workflows with custom fields. You will design page forms, layouts, and learn how to develop and utilize expressions. You will explore user security and permissions.
<b>Civic Platform 8: Citizen Access - System Admin</b>	<b>COURSE SUMMARY:</b> This course focuses on implementing web strategies for citizen access and usage. You will learn to manage the look and feel of your site with CSS or the Brand Builder tool, turn on and off functionality, and edit your Citizen Access web pages, links and buttons. You'll learn how to create record page flows and deploy custom components. You'll explore management strategies for public user accounts and contact relationships. You'll also learn how to establish module-specific security, visibility, and access settings. This course will prepare you for implementing and managing the content, look and feel of your online citizen portals.
<b>Civic Platform 9: GIS Administration</b>	<b>COURSE SUMMARY:</b> This course is designed to help you use the GIS Admin tool for setup and connection to your existing map service. You will learn to create map integrations, and build map profiles by configuring map, geocoding and routing services. You'll also learn how to manage map settings, control map security and access, and create map user groups. Finally, you will learn to configure Accela Automation and Citizen Access integrations. This course will provide the skills you need to take full advantage of Accela's GIS Admin tool.
<b>Civic Platform 10: Mobile Office</b>	<b>COURSE SUMMARY:</b> The course is recommended to prepare you for implementing Mobile Office in your instance of Civic Platform. You will learn how to access job lists and records in the field and create new records in the field. You'll learn how to create, schedule, reschedule, cancel and reassign inspections. You'll learn how to establish settings for offline and online inspections. Finally, you will learn how to search records and inspections by creating and applying filters. This course will enable you to take full advantage of Accela Mobile Office.
<b>Civic Platform 14: Ad Hoc Reporting</b>	<b>COURSE SUMMARY:</b> This course is designed to prepare you to use reporting in the Civic Platform. You will learn how to use report tools to design and develop reports and create sub-reports. You'll learn to deploy reports in hundreds of places throughout the Civic Platform and ACA. You will practice creating expressions to concatenate or calculate at the field level. You'll also use the form designer to create forms and letters. This course provides practical knowledge in real use report setup using the Ad-Hoc Reporting tool.
<b>Civic Platform 17: Train the Trainer</b>	<b>COURSE SUMMARY:</b> This Civic Platform course is intended to prepare identified customer trainers to train their end users. As a Customer Trainer, you will first review the basic 2-day end user course around the customer daily Automation processes. You will then engage in workshop practice sessions where you will teach the Accela instructor and other participants sections of the 2-day end user course. Feedback will be given to help you obtain the skills needed to effectively train your end users. By the end of this course you will have ability to train your end users in Civic Platform.

## APPENDIX H: REQUIREMENTS

The attached requirements have been reviewed and are in scope.

- The SOW is the product of direct collaboration between Accela and the Agency and reflects the guidance and direction of the customer with regards to the solution.
- The attached spreadsheet is intended for use as a reference point in the implementation, the intent of which is to achieve the functionality listed. Accela tailoring sessions will result in configuration documents summarizing these requirements as they fit within the design of the Accela solution. The signed off configuration documents will represent system requirements within the Accela solution to fuel remaining phases of the project.
- Both Accela and the Agency understand that there are multiple ways to address requested items, and Accela makes no guarantee as to how each item will be addressed.
- Accela is not responsible for limitations in third party programs.
- Solutions for items listed have not been designed. It is understood that particulars in listed items may not be possible but that the objective of the listed item will be met by the solution.
- Accela and the Agency will work together to clarify and confirm the overall objective of each item and work together in designing solutions that limit customization.

For the list of system requirements see: System Requirements 10-20-21.pdf



2633 Camino Ramon, Suite 500  
San Ramon, CA, 94583

Proposed by: Matthew Donovan  
Contact Phone:  
Contact Email: mdonovan@accela.com  
Quote ID: Q-20052  
Valid Through: 10/28/2021  
Currency: USD

## Order Form

### Address Information

#### Bill To:

City of Fontana  
8353 Sierra Avenue  
Fontana, California 92335  
United States

#### Ship To:

City of Fontana  
8353 Sierra Avenue  
Fontana, California 92335  
United States

Billing Name: Ray Ebert  
Billing Phone: 909-350-6676  
Billing Email: rebert@fontana.org

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	10/15/2021	10/14/2022	12	\$1,586.30	200	\$317,260.80
> Accela Building - SaaS	Year 1	10/15/2021	10/14/2022	12	\$0.00	200	\$0.00
> Accela Planning - SaaS	Year 1	10/15/2021	10/14/2022	12	\$0.00	200	\$0.00
> Accela Business Licensing - SaaS	Year 1	10/15/2021	10/14/2022	12	\$0.00	200	\$0.00
> Accela Fire - SaaS	Year 1	10/15/2021	10/14/2022	12	\$0.00	200	\$0.00
Enhanced Reporting Database	Year 1	10/15/2021	10/14/2022	12	\$36,352.80	1	\$36,352.80
<b>TOTAL:</b>							<b>\$353,613.60</b>

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	10/15/2022	10/14/2023	12	\$1,633.89	200	\$326,778.62
> Accela Building - SaaS	Year 2	10/15/2022	10/14/2023	12	\$0.00	200	\$0.00
> Accela Planning - SaaS	Year 2	10/15/2022	10/14/2023	12	\$0.00	200	\$0.00
> Accela Business Licensing - SaaS	Year 2	10/15/2022	10/14/2023	12	\$0.00	200	\$0.00
> Accela Fire - SaaS	Year 2	10/15/2022	10/14/2023	12	\$0.00	200	\$0.00
Enhanced Reporting Database	Year 2	10/15/2022	10/14/2023	12	\$37,443.38	1	\$37,443.38
<b>TOTAL:</b>							<b>\$364,222.00</b>

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	10/15/2023	10/14/2024	12	\$1,682.91	200	\$336,581.98

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
> Accela Building - SaaS	Year 3	10/15/2023	10/14/2024	12	\$0.00	200	\$0.00
> Accela Planning - SaaS	Year 3	10/15/2023	10/14/2024	12	\$0.00	200	\$0.00
> Accela Business Licensing - SaaS	Year 3	10/15/2023	10/14/2024	12	\$0.00	200	\$0.00
> Accela Fire - SaaS	Year 3	10/15/2023	10/14/2024	12	\$0.00	200	\$0.00
Enhanced Reporting Database	Year 3	10/15/2023	10/14/2024	12	\$38,566.69	1	\$38,566.69
<b>TOTAL:</b>							<b>\$375,148.67</b>

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 4	10/15/2024	10/14/2025	12	\$1,733.40	200	\$346,679.44
> Accela Building - SaaS	Year 4	10/15/2024	10/14/2025	12	\$0.00	200	\$0.00
> Accela Planning - SaaS	Year 4	10/15/2024	10/14/2025	12	\$0.00	200	\$0.00
> Accela Business Licensing - SaaS	Year 4	10/15/2024	10/14/2025	12	\$0.00	200	\$0.00
> Accela Fire - SaaS	Year 4	10/15/2024	10/14/2025	12	\$0.00	200	\$0.00
Enhanced Reporting Database	Year 4	10/15/2024	10/14/2025	12	\$39,723.69	1	\$39,723.69
<b>TOTAL:</b>							<b>\$386,403.13</b>

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 5	10/15/2025	10/14/2026	12	\$1,785.40	200	\$357,079.83
> Accela Building - SaaS	Year 5	10/15/2025	10/14/2026	12	\$0.00	200	\$0.00
> Accela Planning - SaaS	Year 5	10/15/2025	10/14/2026	12	\$0.00	200	\$0.00
> Accela Business Licensing - SaaS	Year 5	10/15/2025	10/14/2026	12	\$0.00	200	\$0.00
> Accela Fire - SaaS	Year 5	10/15/2025	10/14/2026	12	\$0.00	200	\$0.00
Enhanced Reporting Database	Year 5	10/15/2025	10/14/2026	12	\$40,915.40	1	\$40,915.40
<b>TOTAL:</b>							<b>\$397,995.23</b>

#### Pricing Summary

Period	Net Total
Year 1	\$ 353,613.60
Year 2	\$ 364,222.00
Year 3	\$ 375,148.67
Year 4	\$ 386,403.13
Year 5	\$ 397,995.23
<b>Total*</b>	<b>\$ 1,877,382.63</b>

\*The prepayment amount for years 1 and 2 of the order is \$717,835.60. Years 3, 4, and 5 will be billed annually thereafter.



**Additional Terms:**

1. No additional or conflicting terms or conditions stated in Customer's order documentation, including purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null.
2. This Order Form will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired or have otherwise been terminated, the following terms at <https://www.accela.com/terms/> will govern as applicable, based on the Customer's purchase.
3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
4. If Customer has a prior agreement with Accela, and this purchase is co-terming with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.
5. If this Order Form is executed and/or returned to Accela by Customer after the Order Start Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.
6. Enhanced Reporting Database pricing is based on a percentage of SaaS Annual Contract Value. As SaaS Annual Contract Value increases/decreases based on seat count changes or annual uplift ERD pricing will be adjusted accordingly at contract renewal.

**Enhanced Reporting Database Policy**

This Accela Enhanced Reporting Database policy is an agreement between you ("You" or "Your") and Accela, Inc. ("Accela"). The Accela Enhanced Reporting Database ("Reporting Database") license subscription gives You direct access to a database that is a replicated copy of the Accela Automation Tenant Transaction Database ("Transaction Database"). In addition to the terms and conditions of the applicable Master Agreement, Your use of the Reporting Database is governed by the terms and conditions as set forth below. Accela reserves the right to revoke Your license should You fail to comply with these rules.

1. Reporting Database is SQL Server-based and will contain exact copy of data from the Transaction Database.
2. Accela will use commercially reasonable efforts to provide a near real-time sync between the Reporting Database and the Transaction database instances. Accela estimates the databases will be synced within seconds, however, in some circumstances this may take several minutes.
3. The Reporting database may only be accessed by authentication credentials provided to You by Accela from an IP address that is on your allow list. If You attempt to Access the Reporting Database from an IP addresses not on your allow list, your access will be denied. IP addresses can be added to or removed from your allow list by contacting Accela support.
4. The Reporting Database is read only and does not support updates, data synchronization or mirroring capabilities.
5. The Reporting Database is only supported in Accela's SaaS solution hosted in Accela's Azure environment.
6. Reporting database will be supported per Accela's standard SaaS Service Level Agreement ("SLA"). Accela is not responsible for maintenance, availability or uptime of any external services or databases that reside outside of Accela's SaaS environment even if they are interfacing with the Reporting Database.
7. You agree to work in good faith with Accela to mitigate any performance issues that might arise from overuse or abuse of the Reporting Database.
8. Accela reserves the right to interrupt any session that is running against the Reporting Database if, in Accela's so discretion, the session is deemed to impact the availability or stability of the system as a result of long remote queue length or replication latency to the Reporting Database.

Signatures	
Accela, Inc.	Customer
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



# City of Fontana

8353 Sierra Avenue  
Fontana, CA 92335

## Action Report

### City Council Meeting

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**File #:** 21-982

**Agenda #:** H.

**Agenda Date:** 11/9/2021

**Category:** Consent Calendar

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**FROM:**

Human Resources

**SUBJECT:**

Resolution Ratifying the 2021-2023 Memorandum of Understanding for the Fontana Police Benefit Association

**RECOMMENDATION:**

Adopt **Resolution No. 2021-\_\_\_\_\_**, a resolution of the City Council of the City of Fontana ratifying the Memorandum of Understanding between the City of Fontana and the Fontana Police Benefit Association.

**COUNCIL GOALS:**

- To operate in a businesslike manner by becoming more service oriented.
- To operate in a businesslike manner by ensuring that the public debate is based on accurate information.
- To practice sound fiscal management by living within our means while investing in the future.

**DISCUSSION:**

The City has concluded negotiations with the Fontana Police Benefit Association (PBA), which represents non-sworn employees of the Fontana Police Department. City staff and representatives of the PBA have agreed on terms and conditions of employment outlined in the new contract. Staff is recommending the formal ratification of the new agreement.

The new PBA contract is for the period of July 1, 2021 through June 30, 2023. Among the highlights of the new contract is a salary increase of 1.25%, effective July 2022.

**FISCAL IMPACT:**

Costs associated with Fiscal Year 21/22 will be calculated by the Budget Office included with the Mid-Year Budget Report.

**MOTION:**

Approve staff recommendation.

**RESOLUTION NO. 2021 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA  
RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE  
CITY OF FONTANA AND THE FONTANA POLICE BENEFIT ASSOCIATION**

**WHEREAS**, the City Council of the City of Fontana has adopted Memoranda of Understanding (MOU) which incorporate the terms, working conditions, and compensation levels for the City's represented bargaining groups; and

**WHEREAS**, a MOU has expired, and the City and this labor group have agreed on new terms outlined in the new MOU.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Fontana, to ratify the Memorandum of Understanding between the City of Fontana and the Fontana Police Benefit Association.

**EFFECTIVE DATE:** July 1, 2021

**APPROVED AND ADOPTED** this 9<sup>th</sup> day of November, 2021.

**READ AND APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
City Attorney

I, Tonia Lewis, 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 November 9, 2021, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
City Clerk of the City of Fontana

\_\_\_\_\_  
Mayor of the City of Fontana

Resolution 2021-

**ATTEST:**

---

City Clerk



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF FONTANA  
AND  
FONTANA POLICE BENEFIT ASSOCIATION**

**COVERING THE PERIOD OF  
JULY 1, 2021 THROUGH JUNE 30, 2023**



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**MEMORANDUM OF UNDERSTANDING BETWEEN  
CITY OF FONTANA AND  
POLICE BENEFIT ASSOCIATION**

This Memorandum of Understanding (MOU) is entered into by the City of Fontana (hereinafter referred to as the "City") and the Fontana Police Benefit Association (hereinafter referred to as the "Association"). The terms and conditions of this MOU shall be applicable to all classifications set forth in Exhibit A commencing on July 1, 2021 and ending June 30, 2023.

The City and Association acknowledge that the City is working through the 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 (July 2021).

**ARTICLE I: 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 Fontana Police Benefit Association.

**ARTICLE II: ZIPPER CLAUSE**

The City and the Association, for the life of this MOU, 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 MOU, or with respect to any subject or matter not specifically referred to or covered in this MOU, 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 MOU.

**ARTICLE III: CITY PERSONNEL RULES**

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 "Employer-Employee Rules and Regulations" as amended 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 MOU, 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.

The City shall distribute copies and updates of the Personnel Rules and Regulations as follows:

PBA Representative - 2 copies

Those representatives in receipt of such copies and updates shall be responsible for their continued maintenance and updates.

#### **ARTICLE IV: NO DISCRIMINATION**

Neither the City nor the Association shall unlawfully discriminate, retaliate, or otherwise suffer violation of the California Fair Employment Act, Title VII of the Civil Rights Act, or any other applicable anti-discrimination law in any way against any City employee, Association member, or applicant. Likewise, neither the City nor Association shall discriminate or retaliate against any employee or member for any lawful act relating to their employment or Association membership.

#### **ARTICLE V: DUES DEDUCTION**

##### Section 1 - Dues Deduction Authorization

Members of the Police Benefit 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 shall remain in effect unless withdrawn in writing, or unless the employee terminates employment or transfers from the Association represented unit.

##### Section 2 - Non Pay Status

If an employee is in a non-pay status, the employee'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 employee who is in a non-pay status during only a 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 - Transmittal of Dues

Dues withheld by the City shall be transmitted to the Officer designated by the Association, in writing, at the address specified.

##### Section 4 - 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 VI: WAGES**

Effective the beginning of the pay period following July 1, 2022, each employee/classification represented by the Association shall receive a 1.25% base salary increase.

## **ARTICLE VII: WORKING HOURS AND WORK SCHEDULES**

PBA bargaining unit members shall have a 4/10 or 12 hour work schedule. The Chief of Police may modify or change shift hours and days off upon fourteen (14) calendar days' notice to the affected employee. Changes in work schedules are intended to be of a permanent nature or for an extended period of time.

Employees scheduled to attend training on a day when they are scheduled to work a 10 hour shift will be required to work a full shift (i.e. employees 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 employee must be housed on or near the training site. An employee 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 employees' required 40 hours per week credit.

Employees on the 4/10 or 3/12 work schedule must have at least 8 hours off between shifts worked, except for emergency situations.

## **ARTICLE VIII: MERIT INCREASES**

Merit increases will be 5% increments beginning with A step and ending with E step.

## ARTICLE IX: PERSONAL LEAVE

### Section 1 - Personal Leave Accrual

The personal leave accrual rate as of July 1, 2017 shall be as follows:

<u>YEARS OF SERVICE</u>	<u>HOURS ASSIGNED</u>	<u>PAY PERIOD ACCUMULATION</u>
Less than 2 Years	200.0 hours	7.69 hours
2 Years but less than 4 Years	211.2 hours	8.12 hours
4 Years but less than 6 Years	222.4 hours	8.55 hours
6 Years but less than 8 Years	233.6 hours	8.98 hours
8 Years but less than 10 Years	244.8 hours	9.42 hours
10 Years but less than 12 Years	256.0 hours	9.85 hours
12 Years but less than 14 Years	267.2 hours	10.28 hours
14 Years but less than 16 Years	278.4 hours	10.71 hours
16 Years but less than 18 Years	289.6 hours	11.14 hours
18 Years but less than 20 Years	306.0 hours	11.77 hours
20 Years +	312.0 hours	12.00 hours

### Section 2 - Leave Accrual Limits

PBA bargaining unit members agree to limit the number of personal leave hours which can be carried over from year to year to a maximum of two and one half (2.5) years personal leave accrual. The determination and application of the maximum accrual limit shall be made at the beginning of the pay period following July 1<sup>st</sup> (July 2021). Employees will cease to accrue personal leave time until they have reduced their personal leave below their ceiling. The City Manager shall, upon written request, approve payouts of accrued leave time, which are in excess of the two- and one-half year ceiling and/or the 120 hour maximum, when such excess leave is the result of the employee's scheduled leave being denied or canceled because of City needs.

### Section 3 - Leave Cash Out

PBA bargaining unit members agree to limit the amount of leave time (personal leave, compensatory time or a combination of both) which can be cashed out under the City's "leave plans" to a maximum of one-hundred and twenty (120) hours per calendar year. The requested cash out can be made at either or both dates below, via direct deposit, not to exceed the maximum amount listed in this Article per calendar year (July 2021):

#### Payment Dates

- On or before July 31<sup>st</sup>
- On or before the second Friday in December

Employees' leave time (as mentioned above) may not be reduced to less than eighty (80) hours as a result of participation in the annual leave cash out.



Employees will no longer be required to submit irrevocable deferred compensation election forms prior to July 1. Instead, employees may elect to have future wages placed in deferred compensation upon completion and submission of the appropriate forms to payroll thirty (30) days prior to the requested implementation date. This option will be available throughout the term of this MOU.

#### Section 4 - Negative Leave Usage

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

### **ARTICLE X: UNIFORMS AND EQUIPMENT**

#### Section 1 - Uniform Allowance

Effective July 1, 2013 a uniform allowance in the amount of \$1,000 per year will be paid to **Field** Services Personnel in the following classifications: Community Services Officers, Police Evidence Technicians, and Animal Services Officers that are required to wear a uniform on a **daily** basis. All remaining employees required to wear a uniform, but not on a daily basis, will remain at a uniform allowance of \$700 per year. The uniform allowance will be paid in semi-annual increments of one-half (1/2) in October and April of each year.

A newly appointed employee in any one of the above classifications will receive their full uniform allowance at the end of the first pay period following appointment. If the employee leaves, either voluntarily or involuntarily, during their probationary period, the full uniform allowance that was provided will be deducted from their final pay check.

Once the employee completes the probationary period he/she will be assigned to the regularly scheduled uniform allowance payment dates in October and April.

The uniform allowance is intended for the purchase and maintenance of uniforms. The Police Department/City may request verification of annual uniform purchase or maintenance if abuse is reasonably suspected.

All members receiving a uniform allowance must be in compliance with the Police Department's existing policies and procedures or as directed.

In addition, the City will compensate any eligible employee for the repair or replacement of clothing or equipment damaged or destroyed in direct consequence of the discharge of his/her duties in accordance with State Labor Code Section 2802.

## Section 2 - Safety Equipment

The City will provide Community Services Officers, Police Evidence Technicians and Animal Services Officers with necessary safety equipment such as:

Rain coat	Chemical Spray Holder
Rain boots	Disinfectant
H/T Holder	Bullet Proof Vest
Black Basket Weave Sam Browne	Black Basket Weave Sam Browne
Belt w/ Keepers (July 2017)	Under Belt (July 2017)
*Taser Equipment (Animal Services Officers)	Forensic Vests (Evidence Technicians) (July 2017)

\*If the need for the Taser equipment changes or is found **not** to be in the best interest of the Police Department, the Chief of Police may remove the Taser from the safety equipment list. All ASO's must complete the required training prior to receiving a Taser.

## **ARTICLE XI: LONGEVITY PAY**

- A. Longevity pay shall be paid to all unit employees who complete a minimum of ten (10) years of service at the rates indicated in the Section B of this Article. Completed years of service will be calculated on a calendar year (January 1 through December 31). A member will be presumed to have completed a full year of service for purposes of this Article if the member's anniversary date (service year completion date) falls within the calendar year. For example, if the City intends to issue the longevity payment on December 1, a member completing 15 years of service on December 12 will be credited with 15 years of service for entitlement to the 15 year longevity payment on December 1. Unit employees shall receive longevity pay via direct deposit by electing one form of payment below:
- A bi-weekly basis, equal to the amount indicated in Section B (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 on or before the second Friday in December.

Employee's longevity payments shall cease upon termination of employment. The unit employee 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. However, due to the delay of the contract ratification, Association members must submit their election to the Human Resources Department on or before November 1, 2021 to be effective in 2022. For all subsequent years, the October 1<sup>st</sup> deadline above will apply. If an election is not made by the deadlines indicated above, the unit employee will be subject to the bi-weekly payment.

- B. Annual longevity payments will be made based on completion of the following applicable length of service in the following amounts:

10 years or more of continuous service =	\$1,750
15 years or more of continuous service =	\$2,250
20 years or more of continuous service =	\$2,750
25 years or more of continuous service =	\$3,250

- C. Longevity payments shall be reported to PERS as compensation earnable for the purpose of calculating retirement benefits and contributions.

## ARTICLE XII: OVERTIME

Overtime shall be calculated in accordance with the Fair Labor Standards Act (FLSA) for all time **actually** worked in excess of forty (40) hours in a work week. There shall be no "pyramiding" of overtime (e.g., if an employee receives a minimum two hours call back pay at the overtime rate, and those hours worked also result in their working in excess of forty (40) hours in a work week, double overtime will not be paid). Beginning the first full pay period in July 2011 pre-approved/pre-scheduled leave and jury duty will be considered actual time worked for all association members. Absence due to, unscheduled leave shall **not** be regarded as time worked in calculating eligibility for overtime. Notwithstanding the aforementioned provision, personal leave, compensatory time off and holiday time (including floating holiday time) shall be counted as "hours worked" for purposes of overtime calculations in that work week. **No overtime will be recognized except with the prior approval of the Department Head, except as required by law.**

For purposes of overtime calculations for classifications represented by the Association that work in the Fontana Police Department's Communication Center, the workweek will end at the midpoint of the employee's scheduled shift on either Wednesday or Thursday of each week, depending on the employee's designated schedule.

## ARTICLE XIII: COURT STAND BY AND COURT APPEARANCE COMPENSATION

### Section 1 - Court Stand By

Employees 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 employee's straight time compensation (e.g., if an employee is earning \$20.00 an hour, and is placed in an Standby status, such employee will be compensated at the rate of \$10.00 an hour).

## Section 2 - Court Appearance

In addition, the City shall provide to each PBA bargaining unit 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 employee's option for time spent in attendance, with a minimum compensation payment of two (2) hours. For those members regularly assigned to the graveyard shift, compensation will be a minimum of three (3) hours.

### **ARTICLE XIV: SHIFT DIFFERENTIAL PAY**

All employees in the PBA bargaining unit are eligible to receive shift differential pay for hours actually worked as follows: (a) shift commencing at 1800 and concluding at 2300 shall receive a 2.5% differential pay; and (b) shifts commencing at 2301 and concluding at 0600 shall be paid at 5% differential pay.

### **ARTICLE XV: BILINGUAL PAY**

The City shall pay one hundred dollars (\$100.00) per pay period for those employees who are assigned by the Department Head to assist with providing translation to and from a foreign language and other related services. Eligible employees will be required to pass a test which shall be administered by a qualified agency or individual.

### **ARTICLE XVI: HEALTH INSURANCE**

## Section 1 - Cafeteria Plan

Effective January 1, 2007 for employees paying out of pocket, the City will contribute to the City's Cafeteria Plan an amount equal to the cost of the Anthem Blue Cross HMO family rate with a \$15 co-pay and the high dental family rate. The City's contribution shall not exceed the actual expenditures for the aforementioned coverage. The amount that employees may receive under the City's Cafeteria cash back option shall be limited to \$558.35 per month.

The PBA agrees to a limited re-opener solely on Article XVI Section 1 – Cafeteria Plan. The City is currently evaluating other options of healthcare providers. When the City receives this information, they will provide it to PBA to review and will the meet and confer over this particular article (July 2021).

## Section 2 - Medical Insurance Benefits While on Leave

Employees 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 eighteen (18) months. These payments shall not exceed the employee's current cafeteria allotment for medical insurance only. Thereafter, the employee must pay for medical insurance. Employees on job related injury leave shall receive fully paid medical

insurance for the period of the injury. Employees at their option may continue coverage of other available insurance at their own expense.

## ARTICLE XVII: HOLIDAYS

### Section 1 - Holidays Observed

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

New Year's Eve	Veterans Day
New Year's Day	Thanksgiving
Martin Luther King's Birthday	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

In addition to these Holidays employees shall receive **(3) Floating Holidays**. The employee's holiday leave account shall receive 20 hours (for employees on 4/10 or 3/12 work schedule) or 18 hours (for employees on 9/80 work schedule) or 16 hours (for employees on 5/8 work schedule) on January 1 and will receive 10 hours or 9 hours or 8 hours credit (depending on work schedule) on November 1.

Floating holidays must be used within the fiscal year earned and may not be carried over from year to year. Floating holiday time not used by June 30<sup>th</sup> of each year will be forfeited by the employee.

There are two categories of employee classifications applicable to holidays:

Group A: Those who are off on holidays, and

Group B: Those employees who work holidays as part of their regular schedule.

#### Group A Classifications

Account Clerk I – Police

Account Clerk II – Police

Accounting Technician

Administrative Analyst I/Police

Administrative Analyst II/Police

Administrative Clerk I – Police

Administrative Clerk II – Police

Administrative Technician – Police

Crime Analyst I/II

Police Emergency Services Technician

Police Computer Forensics Technician

Police Maintenance Coordinator

Secretary-Police

Police Training Specialist

### Group B Classifications

Animal Services Officer  
Community Policing Technician  
Community Service Officer I  
Community Service Officer II  
Senior Community Service Officer  
Police Property Control Clerk  
Lead Property Control Clerk  
Police Evidence Technician  
Police Dispatcher I  
Police Dispatcher II  
Police Dispatch Call-Taker  
Police Records Specialist I  
Police Records Specialist II

### Section 2 - Rules Applicable to Both Groups

The holidays shall have the same hour equivalent as the employee's regular work schedule up to a maximum of ten (10) hours. Thus, an employee on a 5/8 schedule would receive eight (8) hours of holiday pay or time off or leave bank credit, and an employee on a 4/10 schedule would receive ten (10) hours of holiday pay or time off or leave bank credit, and an employee on a 12 hour schedule would receive ten (10) hours of holiday pay or time off or leave bank credit. In this manner, employees on a modified work schedule (such as 4/10) do not have to supplement observed holidays off with paid personal leave.

Floating holidays may be used with prior written approval (which will not be unreasonably withheld).

### Section 3 - Rules Applicable to Group A Classifications

Employees in this group receive holidays off. Holidays are considered as time having been worked. Holidays cannot be moved off the observance day for particular employees and days off cannot be adjusted to avoid payment of holiday time.

Should the observed holiday fall on a regular day off, the employee will be entitled to the same number of hours as their regular shift and said holiday will be observed the first scheduled work day, prior to or after the holiday as designated by the employee's supervisor.

Employees called back to work on a holiday shall receive call-back pay and overtime at the rate of time and one-half for all hours worked.

In order to be eligible for a paid holiday, the employee must be in a paid status, both the day before and the day after the holiday.



#### Section 4 - Rules Applicable to Group B Classifications

Group B employees do not observe (are not automatically off on) holidays and may be scheduled to work on observed holidays. Employees in Group B shall receive their regular pay for the actual hours worked on a holiday. In addition, such employees shall also receive an equivalent amount of pay or compensatory time off, at the employees' election, in lieu of holiday compensation. The pay or compensatory time will be paid as 5.38 hours per pay period over 26 pay periods (the equivalent of 14 holidays at the regular rate of pay for a ten (10) hour shift).

Employees requesting equivalent time off in lieu of pay or compensatory time shall submit their request in writing to the Police Chief on or before July 1 of each year. Such requests shall include the dates the employee desires to be off using holiday time and cannot exceed the equivalent of the pay or compensatory time the employee would normally receive. All requests are subject to the approval of the Police Chief.

The City agrees to approve all leave requests for Memorial Day, Independence Day (July 4th), Christmas Day, Thanksgiving Day, and New Year's Day made by Group B employees, so long as such requests are made in accordance with Department Policy.

### **ARTICLE XVIII: RETIREMENT BENEFITS**

#### Section 1 - Participation

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

##### **Tier I**

**Employees hired prior to July 1, 2011** will have the 2.5% @ 55 PERS Plan for Local Miscellaneous Members and upon retirement an employee's "final compensation" will be based on the highest one-year salary.

Effective the first full pay period in July 2011 employees in this group (pre-7-1-11) will pay three (3%) percent of the Employees' portion of the CALPERS retirement system. The City shall pay the remaining employee contribution (5%); provided, however said payments shall not exceed the full employee portion of 8%. 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.

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

##### **Tier II**

**Employees hired on or after July 1, 2011** will have the 2.0% @ 55 PERS Plan for Local Miscellaneous 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 this group (post 7-1-11) will pay the full employee portion of the CALPERS retirement system.

### **Tier III**

**Employees hired on or after January 1, 2013**, as is mandated by the Public Employee's Pension Reform Act of 2013 (PEPRA), all new miscellaneous members, will have a retirement formula based on 2.0% @ 62 Plan Full Formula for Miscellaneous 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. The amount is approved by CalPERS each year and is subject to change.

### **Section 2 - 1959 Survivor's Benefit**

The City provides the Level 4 of the Level 1959 Survivor's Benefit for all employees enrolled in the PERS. The full cost of this benefit shall be borne by the City.

### **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 as defined under PERS Regulation Section 21024, Statutes of 1976.

### **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.

The City will reimburse eligible retirees for the cost of the standard "Part B" Medicare premium, which is \$134 per month in 2017, for those employees who elect such coverage. This amount is subject to change based on adjustments by the Federal government. This cost is automatically withdrawn from those employees' Social Security checks. Employees must supply the City with proof of payment of said coverage, and will be reimbursed on a quarterly basis. No retroactive reimbursements will be given.

### **Section 5 - Retirement Health Savings Program Joint Labor/Management Committee**

The City and members of PBA agree to form a joint labor/management committee, no later than July 1, 2018, to research/establish a retirement health savings program. Upon mutual agreement, the program would require both City and employee contributions to a retirement health savings program. (July 2017)

### **ARTICLE XIX: JURY DUTY**

The City agrees that when an employee's scheduled shift is other than a day shift, the Department Head has the discretion, based on public and employee safety considerations, to reassign said employee to the day shift for the duration of the jury duty obligation. For purposes of this section, a day shift shall be defined as one beginning no earlier than 5:00 a.m. and ending no later than 10:00 p.m.

### **ARTICLE XX: CALL BACK PAY**

The City will pay a minimum two (2) hours wages for each time an employee is called back to work after his/her regular shift is completed and he/she has left his assigned work site, and on holidays an employee is scheduled off.

### **ARTICLE XXI: DEDUCTION OF PAID LEAVE IN LIEU OF SUSPENSION**

Upon mutual written agreement between the Chief of Police and the affected employee, the employee 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 XXII: REGULAR PART-TIME EMPLOYEES**

The Association will represent those regular classified twelve (12) month part-time employees ("classified" refers to those classifications formally adopted by City Council and incorporated into the City's classification plan) who share a community of interest with the existing PBA bargaining unit (hereinafter "Regular/Classified Part-time Employees or RCP employees"). Such employees shall also be eligible for benefits and other terms and conditions of employment as set forth in this MOU, except as provided herein. The parties expressly agree that Regular Part-time Employees do not include: (a) seasonal or temporary employees; or (b) employees who are either supervisory, management or confidential.

Regular/Classified Part-Time (RCP) Employees shall be eligible for personal leave on a pro rata basis (assuming eighty (80) hours per pay period equals one hundred percent (100%) and shall be paid for City designated holidays only if the holidays occur on days which they are regularly scheduled to work. The value of the holiday will be based on employee's normal scheduled hours for that day. RCP Employees shall not be eligible for longevity pay, or certificate bonuses. Part-time employment shall not count towards length of service for seniority or layoff purposes. Effective July 2014 RCP employees will be included in the annual service award program. RCP employees are eligible for the Public Agency Retirement System (PARS) or upon reaching 1,000 hours in a fiscal year the California Public Employees Retirement System (CALPERS). Employees will pay applicable employee portions.

In addition, Regular Part-time Employees shall only be eligible for PERS retirement benefits if they exceed one thousand (1,000) hours worked per fiscal year.

Regular Part-time Employees shall be eligible to participate in a Cafeteria Plan designated by the City, and shall receive a contribution equal to fifty percent (50%) of the benefit provided to Regular Full-Time Employees. The benefits for this plan shall include medical insurance, dental insurance and life insurance. Employees who do not utilize the full dollar amount of the City's contribution in selecting benefits in the plan, shall receive the unused portion as "cash back."

To the extent that the parties have failed to list any other benefits contained in the MOU or the City's Personnel Rules and Regulations, it is their intent that such benefits and conditions would apply to Regular Part-time Employees on a pro-rata basis where such benefits are conditioned upon, or in any way related to hours worked or length of service.

### **ARTICLE XXIII: COMPENSATION FOR ACTING APPOINTMENTS**

Subject to the following conditions, an employee who is required on the basis of an acting appointment to serve in a class with a higher salary range than that of the class 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.

- a) Such pay will be for all hours worked in an acting appointment which are in excess of 80 hours in any floating 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, where the needs of the City require that the position be filled.
- d) The City Manager must approve all such appointments based upon a finding that the criteria set forth in this paragraph have been met.

### **ARTICLE XXIV: HEALTH AND SAFETY COMMITTEE**

A joint labor/management committee shall be established with equal Association and City representatives to discuss safety and health issues on a monthly or quarterly basis or as otherwise determined by the committee. The committee shall be comprised of an equal number of representatives from the Yard, City Hall and PBA units.

### **ARTICLE XXV: LAYOFFS**

The City agrees to consult with the Association after providing at least 14 calendar days' notice of any intent by the City to institute layoffs and/or furloughs which are applicable to this unit.

## **ARTICLE XXVI: ACCESS TO WORK LOCATIONS**

The parties recognize and agree that in order to maintain good employee relations, it is sometimes necessary for Representatives of the Association to confer with City employees during working hours.

Therefore, Representatives will be granted access to work locations during regular working hours to investigate and process grievances or appeals when so necessary. Representatives shall be granted access upon obtaining authorization from the appointing authority or designated management representative prior to entering a work location and after advising of the general nature of the business. However, the appointing authority or designated management representative may deny access or terminate access to work locations if in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of City operations. The appointing authority shall not unreasonably withhold timely access to work locations. The appointing authority shall insure that there is at all times someone designated who shall have full authority to approve access. If a request is denied, the appointing authority or designated management representative shall establish a mutually agreeable time for access to the employee.

Representatives granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal.

The appointing authority or designated management representative may mutually establish with the Association's Representative reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. The City shall not unduly interfere with the Association's Representative access to work locations.

## **ARTICLE XXVII: ONE TIME CASH PAYMENT**

Effective November 20, 2021, each employee/classification in the PBA group shall receive a one-time signing bonus amount of \$1,083.32 (an overall average of 2.0% of the group's base salary) paid via direct deposit with the employee's normal paycheck.

## **ARTICLE XXVIII: CALL OUT/STANDBY**

The Animal Services Officer classification shall receive \$200 per week for all weeks that the position is required to be on standby duty. The Police Evidence Technician classification shall receive \$300 pay or eight (8) hours of compensatory time off (Association member's choice) for each week (prorated for any portion thereof) of standby duty. For the purposes of proration, a full week is considered 168 hours. Therefore, if an employee is not on standby for a certain period of time (calculated by hours within a day), they would receive a prorated portion of standby pay along with the employee that is covering their standby duty. For example, if an employee scheduled to be on standby from Thursday at 0700 through the following Thursday at 0659 but has requested to not

be on standby from Thursday at 0700 – Monday at 0659 (4 days or 96 hours), the employee would be paid a prorated portion of standby time, or for 72 hours. 72 hours out of the 168 hours (a full week), is equal to 0.43, multiplied by the employee's election. Converted to compensatory time, the prorated amount would be 3.44 hours (8 hours x 0.43). Converted to pay, the prorated amount would be \$129 (\$300 x 0.43). The similar formula would apply to the employee that is covering the standby duty but using 96 hours out of the 168 hours (a full week), which is equal to 0.57. Converted to compensatory time, the prorated amount would be 4.56 hours (8 hours x 0.57). Converted to pay, the prorated amount would be \$171 (\$300 x 0.57). (July 2021). The employees in the above classifications must be able to respond and provide emergency support within two hours of receiving a call.

Take Home Vehicle: Effective July 1, 2013 Animal Services Officers and Police Evidence Technicians who are on Call Out/Standby shall be provided a take-home vehicle. The vehicle may only be used for official City business. The Chief of Police or designee may rescind if the departments needs require the use of the vehicle. The storing of the vehicle and equipment contained in the vehicle must be in compliance with Police Department Policy.

#### **ARTICLE XXIX: TRAINING PAY**

Effective July 1, 2011, all Association members assigned a trainee (new Police Department employee or Dispatch sit-along) by the Chief of Police or his designee shall receive 5% special pay for actual time spent training. The trainer will be a non-probationary employee at the journey level (no one (I) level classifications will be assigned a trainee). Those assigned as a Trainer will be required to sign the Police Department's Special Assignment/Trainer Agreement. The City will not report compensation for Dispatch sit-alongs as special compensation to CalPERS.

#### **ARTICLE XXX: RECRUITMENT BONUS**

All Association members shall be eligible for a \$500 recruitment bonus for the recruitment and retention of new full-time Police Department Personnel. Said recruitment bonus shall be paid as follow: (1) \$250 at time of initial hire, (2) \$250 at successful completion of the probationary period. Employees assigned to the Personnel and Training Unit or a special recruitment event, are not eligible for this bonus. Employee must sign the initial application referral form to be eligible.

#### **ARTICLE XXXI: WELLNESS**

Effective July 1, 2013, the City shall allow all employees represented by the PBA use of the Miller Fitness Center and the Jesse Turner Health & Fitness Centers (**ONLY**) at no cost to the employee. Use of the centers is at each employee's own risk and subject to the rules and regulations and hours of operation determined by the Community Services Department. Employees **MUST** show City issued ID to obtain access. Violation of any safety rule or regulations shall constitute valid grounds for revocation of the privilege of the Fitness Center usage, not subject to grievance.



## **ARTICLE XXXII: SALARY SURVEY**

A “Benchmark” salary survey will be conducted six (6) months prior to the next negotiations process and concluded by March 31, 2021. The PBA representatives will be included in the discussions of the cities and the benchmark classifications that will be utilized in the survey. The final survey documents will be reviewed and discussed with the PBA representatives.

As a result of the 2017 Salary Survey, the City agrees to change the title of the Police Records Clerk I and II positions to Police Records Technician I and II, and conduct a review of the job description. Both of these items will be implemented by March 2018.

The City also agrees to conduct a job audit of the Animal Services Officer classification and implement a career ladder for this series as a result of the 2017 Salary Survey.

## **ARTICLE XXXIII: SEVERABILITY**

If any article or section of this MOU shall be found to be in conflict with any statute or regulation of the United States or the State of California by a court of competent jurisdiction, such article shall be deemed null and void and of no further effect. However, such articles and sections shall be severable from the remainder of this MOU, and all other provisions hereof shall continue in full force and effect.

## **ARTICLE XXXIV: EMPLOYMENT-RELATED UPDATES**

During the term of the MOU, a joint labor/management committee (including PBA members) shall meet and confer on the City’s proposed changes to the Employer-Employee Relations Resolution, as well as proposed legally required updates to the City of Fontana Personnel Rules and Regulations.

## **ARTICLE XXXV: EDUCATION EXPENSE**

PBA members will continue to receive educational expense reimbursement as indicated in the Personnel Rules and Regulations, Rule XVI Section 4, as the Department budget allows.

## **ARTICLE XXXVI: DIRECT DEPOSIT**

Any and all payments outside of regular pay will be paid via direct deposit.

## **ARTICLE XXXVII: DEFERRED COMPENSATION**

Effective the beginning of the pay period following July 1, 2022, the City shall match employee contributions of up to \$200/month into a 457(b) account managed by one of the City’s 457(b) providers (July 2021).

The parties agree that during the term of this agreement, this article may be reopened for the purposes of discussing the City's deferred compensation program, but not an increase to the specific contribution amounts.

#### **ARTICLE XXXVIII: REVIEW OF PROPERTY CONTROL CLERK CLASSIFICATION**

The City agrees to study and apply the appropriate title to the Property Control Clerk classification and seek input from the PBA regarding our findings prior to implementation of any change.

Ratified by City Council: Tentative Agreement on September 14, 2021, Closed Session  
Official Ratification on November 9, 2021, Consent Calendar

#### **CITY OF FONTANA**

#### **POLICE BENEFIT ASSOCIATION**

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Shannon Yauchzee  
Interim City Manager

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Tiffany Moran  
PBA Representative

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Rakesha L. Thomas  
Human Resources Director

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Autumn Hubbard  
Sr. Community Services Officer

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Fabiola Barrita  
Acting Management Services Director

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Kelly Janusz  
Police Records Specialist II

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Kimberly Clayton  
Human Resources Analyst

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Lisa Young  
Police Evidence Technician

## **APPENDIX A**

Account Clerk I – Police  
Account Clerk II – Police  
Accounting Technician  
Administrative Analyst I – Police  
Administrative Analyst II – Police  
Administrative Clerk I – Police  
Administrative Clerk II – Police  
Administrative Technician – Police  
Animal Services Officer  
Community Policing Technician  
Community Service Officer I  
Community Service Officer II  
Crime Analyst I  
Crime Analyst II  
Lead Police Dispatcher  
Lead Property Control Clerk  
Police Computer Forensics Technician  
Police Dispatch Call Taker  
Police Dispatcher I  
Police Dispatcher II  
Police Evidence Technician  
Police Maintenance Coordinator  
Police Property Control Clerk  
Police Records Specialist I  
Police Records Specialist II  
Police Training Specialist  
Secretary – Police  
Senior Community Services Officer