

RESOLUTION NO. 2022-143

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA, CALIFORNIA APPROVING FIRST AMENDMENT TO THE INTEGRATED WASTE AGREEMENT BETWEEN THE CITY OF FONTANA AND BURRTEC WASTE INDUSTRIES, INC. AND FINDING THE ACTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

WHEREAS, Burrtec Waste Industries, Inc. (“Burrtec”) provides solid waste collection services within the City of Fontana (“City”) pursuant to an exclusive solid waste franchise agreement; and

WHEREAS, on January 1, 1997, the City and Burrtec entered into an Integrated Solid Waste Agreement Between the City of Fontana and Burrtec Waste Industries, Inc. (the “Agreement”); and

WHEREAS, since the approval of the original agreement, California law changed to now require the City to implement additional solid waste diversion programs that were not included as part of the original agreement; and

WHEREAS, as a result of regulations implementing Senate Bill 1383 (Chapter 395, Statutes of 2016) that took effect January 1, 2022, organic waste can no longer be disposed of in landfills and organic waste collection services must be provided to all residents and businesses; and

WHEREAS, the City wishes to amend the Agreement to reflect the additional services that Burrtec will perform for solid waste collection services, update the index used for inflationary adjustments, and make other changes to the Agreement.

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

The above recitals are all true and correct and are incorporated herein.

Section 1. The City Council hereby approves the First Amendment to Integrated Solid Waste Agreement Between the City of Fontana and Burrtec Waste Industries, Inc., attached hereto as Exhibit “A” and incorporated herein by this reference.

Section 2. This Resolution is not subject to the requirements of California Environmental Quality Act (“CEQA”). This Resolution is not a “project” within the meaning of Section 15378 of Title 14 of the California Code of Regulations (“State CEQA Guidelines”) because it has no potential for resulting in direct or indirect physical change in the environment. The approval of the amendment to the franchise agreement is exempt from CEQA review because it does not constitute a project under CEQA pursuant to Section 15378(b)(5) of the State CEQA Guidelines, which provides that organizational and administrative activities of governments that will not result in physical changes in the environment are not considered projects for CEQA purposes. If the actions were

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considered a project, they would be exempt under CEQA Guidelines Sections 15307 and 15308, as an action by a regulatory agency taken to protect the environment and natural resources, and 15061(b)(3), as these existing services are continuing with additional services provided to implement requirements of state law. The documents and materials that constitute the record of proceedings on which these findings have been based are located 8353 Sierra Avenue, Fontana, CA 92335. The custodian for these records is the City Clerk of the City.

Section 3. If any section, subsection, subdivision, sentence, clause, or phrase in this Resolution or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.

Section 4. This Resolution shall take effect immediately upon adoption.

Section 5. The City Manager or his or her designee is hereby authorized to take all actions necessary to implement this Resolution.

Section 6. The City Clerk shall certify to the passage and adoption of this Resolution.

APPROVED AND ADOPTED this 13th day of December 2022.

READ AND APPROVED AS TO LEGAL FORM:

Ruben Duran
City Attorney

I, Germaine Key, City Clerk of the City of Fontana, California, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting thereof, held on the 13th day of December 2022, by the following vote to wit:

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

NOES: None

ABSENT: None

ABSTAIN: None

Germaine Key
City Clerk of the City of Fontana

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Reguanetta Warren
Mayor of the City of Fontana

ATTEST:

Germaine Key
City Clerk

EXHIBIT A

First Amendment to Integrated Solid Waste Agreement
Between the
City of Fontana and Burrtec Waste Industries, Inc.

**FIRST AMENDMENT TO THE
INTEGRATED WASTE AGREEMENT
BETWEEN THE CITY OF FONTANA
AND
BURRTEC WASTE INDUSTRIES, INC.**

THIS FIRST AMENDMENT to is made and entered into this _____ day of _____, 2022, by and between the **CITY OF FONTANA** (the "City"), and **BURRTEC WASTE INDUSTRIES, INC.**, a California corporation, ("Contractor"), sometimes jointly referred to as "Parties."

RECITALS

WHEREAS, on or about January 1, 1997, the City and Contractor entered into that certain Integrated Solid Waste Agreement ("Agreement") under which Contractor agreed to provide solid waste handling and collection services; and

WHEREAS, pursuant to Section 24 of the Agreement, the Agreement may only be amended by written agreement signed by both the City and Contractor; and

WHEREAS, the Parties wish to amend the Agreement implement changes required by SB 1383 and the SB 1383 Regulations as defined in the Fontana Municipal Code and as set forth below.

AGREEMENT

NOW, THEREFORE, in good and valuable consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Section 1 of the Agreement is amended to read in full as follows:

**"1. INCORPORATION BY REFERENCE OF THE SOLID WASTE AND
RECYCLING ORDINANCE**

Chapter 24 of the Code of the City of Fontana, California ("City Code"), is expressly made a part of this Agreement and is incorporated herein by reference as though set forth in full herein. A copy of said Chapter, is attached hereto as Exhibit "B" Contractor and City agree to be bound by the terms of Chapter 24 of the City Code and any amendments thereto that may be adopted from time to time which affect the collection, disposal, composting, and/or recycling of refuse garbage, rubbish and solid waste in the City, including any defined terms in the City Code. It is understood that said Chapter 24 sets forth the minimum standards pertaining to Contractor's obligations under this Agreement and that higher standards and regulations may apply to Contractor under this Agreement. In the event of any conflict between the City Code and this Agreement, the provision

containing the higher standard shall control. Without limiting the foregoing, Contractor understands and agrees that it shall comply with any changes to Chapter 24 adopted by City necessary or advisable to ensure compliance with SB 1383 and the SB 1383 Regulations.

2. Section 2(b)(1) of the Agreement is amended to read in full as follows:

“1. Franchise Fee

The Contractor shall pay to the City an amount equal to 12.0 percent of the gross monthly receipts of the Contractor derived from the Contractor’s business conducted within the boundaries of the City of Fontana in consideration for this Agreement under which the Contractor may utilize refuse, recyclables, garbage, rubbish, organic waste, and solid waste as it now, or in the future exists, from residential and commercial properties within the City of Fontana, and for the administration of the City of Fontana’s Integrated Solid Waste Management (AB 939) Act’s responsibilities. Contractor and City agree that the compensation under this subsection is a negotiated amount that is reasonably related to the value of the rights granted to Contractor under this Agreement. City may use the franchise fee for any lawful purpose.”

3. Section (23)(c)(iii) is amended to the Agreement to read in full as follows:

“(iii) Provide a recycling and organic waste program at City buildings, as directed by the City and in compliance with the SB 1383 Regulations.”

4. Section (3)(b)(vi) is amended to the Agreement to read in full as follows:

“(vi) Recyclable materials and organics donated or sold by customers to any party of their choice and any other exception provided by law, including the City Code as it may be amended.

5. Section (2)(d) is amended to the Agreement to read in full as follows:

1. “(d) Aid to Handicapped and Frail. At no direct cost to the City or to the Contractor's customers, the Contractor shall provide service to move collection containers between special residential customers individual storage and collection points, and then back again. Special customers are those whose health, handicap, age, frailty, or other physical or mental condition prevents them from safely moving their containers.

The determination of which citizens qualify as special citizens is to be made by the City Manager based on: the severity of the special residents' frailty or handicap; whether the special resident lives with or near a friend or relative who is able to take out the special residents' containers; and whether the special resident can have his or her contractor,

such as a gardener, take out the containers. The City shall routinely verify the above qualifications of the special residential customers who shall be notified by first class U.S. mail if they no longer qualify and are to be returned to regular service.”

6. The first paragraph of Section (3) of the Agreement is amended to read as follows:

“The Contractor shall provide all necessary labor, equipment and materials to ensure that all solid waste, recyclables and organic waste is picked up, recycled, processed and/or disposed of at the frequency specified herein. The Contractor hereby agrees, at his or her own expense and cost, to collect, recycle, process and dispose of residential and industrial solid waste, recyclables and organic waste within the City of Fontana and to perform all the work herein set forth and described, and in the manner herein prescribed. In consideration therefor, the Contractor shall charge his or her customers the rates set forth in Exhibit A as said rates may be amended from time to time by resolution of the City Council.

7. Section (3)(d) of the Agreement is amended to read in full as follows:

“(d) Scope of Services: Recyclables and Organic Waste. The Contractor shall provide all necessary labor, equipment, and materials to ensure a successful collection program that meets the requirements of the California Integrated Waste Management Act of 1989 (as it is thereafter amended, substituted, or interpreted) ("AB 939"), including SB 1383 and the SB 1383 Regulations:

(i) Except for exemptions and exceptions permitted under the City Code and authorized by the City, one or more of each a recycling and a green waste containers shall be provided by the Contractor for each customer served with a household solid waste container with the container approved by the City.

(ii) For customers served by refuse bins, the Contractor shall develop a plan, in cooperation with the owner or manager of the property, for the provision of recycling and green waste containers which shall meet the requirements of SB 1383. The plan shall consider the appropriate location for the containers, space availability, and the amount of materials generated at the property.

(iii) Intentionally deleted.

(iv) Solid waste, recyclable, and organic waste containers shall be appropriately marked and color coded for their particular uses, with design, color and markings subject to the approval of the City and meeting the requirements of SB 1383.

(v) The contents of recyclable and organic waste containers shall be collected from the same location on the same day, although not necessarily at the same time, as solid waste containers, at a frequency determined by the City, but at least once a week (or less frequently if approved by the City).

(vi) Recyclable items to be collected in the recyclables container shall be source separated recyclable materials. Organic waste items to be collected in the organic waste shall be source separated Organic waste, provided that Contractor may require customers to place food waste in bags within the organic waste container if permitted by the City Code and the SB 1383 Regulations.

(vii) The Contractor shall conduct an extensive public information program, as directed and approved by the City and meeting the requirements of SB 1383 and the SB 1383 Regulations, to inform and remind residents of the recycling and organic waste programs and their operation. Such program shall include media releases, advertisements, public appearances, community involvement programs. A program plan shall be submitted to the City prior to January 1st of each year for approval. Contractor shall, consistent with 14 CCR Section 18985.1, provide generators with information on properly separating materials, organic waste prevention, on-site recycling, composting, methane reduction benefits, how to recycle organic waste, approved haulers, public health and environmental impacts associated with landfilling organic waste, self-haul requirements, and edible food donation. Contractor shall prepare and distribute public education and outreach materials in non-English languages spoken by a substantial number of the public that are provided organic waste collection services, consistent with the requirements of Government Code section 7295. Annually, commencing in 2022, Contractor shall provide Tier One and Tier Two Commercial Edible Food Generators with information on the City's edible food recovery program, generator requirements, and food recovery.

Contractor shall cooperate and coordinate with the City Manager or his or her designee on public education activities to minimize duplicative, inconsistent, or inappropriately timed education campaigns. Contractor shall obtain approval from the City Manager or his or her designee on all Contractor -provided public education materials including, but not limited to: print, radio, television, or internet media before publication, distribution, and/or release. City shall have the right to request that Contractor include City identification and contact information on public education materials and approval of such requests shall not be unreasonably withheld.

(viii) The Contractor shall diligently seek the most productive markets for recycled materials in the most revenue effective manner, as approved by the City, so that the revenues from recycled materials can offset the costs of collection to the maximum extent possible while ensuring the City receives diversion credit under AB 939 and remains in compliance with the SB 1383 Regulations and other applicable law.

(vii) The Contractor shall seek the most cost effective organic waste processing location(s) as approved by the City, so that the processing and disposal costs for organic waste collected can be reduced to the maximum extent possible while ensuring the City receives diversion credit under AB 939 and remains in compliance with the SB 1383

Regulations and other applicable law. Contractor warrants and agrees all facilities have sufficient capacity to receive and process City organic waste and shall provide written confirmation or documentation if requested by the City or otherwise required by CalRecycle.

(viii) The Contractor shall keep records and produce reports as are required herein and as may be required by the City or the State of California. Such records and reports shall be accurate and timely.

(ix) The Contractor shall keep separate records of the costs and revenues of the Fontana recycling and organic waste program distinct from those of the Contractor's other operations. If any costs are pro-rated, the Contractor shall report to the City how the costs were pro-rated and the basis for the pro-rations.

(x) The Contractor shall keep separate records of the sale of recyclables and organic waste from Fontana. Such records shall list each sale, the materials sold, the amount of such material, the buyer and the revenue received.

(xi) The Contractor shall keep records of the level of participation in the programs.

(xii) The Contractor shall report costs, revenues and participation levels to the City on a monthly basis within 30 days of the end of each month.

(xiii) The Contractor agrees to assist the City in complying AB 939. The Contractor understands that the City's Integrated Waste Management Plan's Source Reduction and Recycling Element (SRRE) contains an implementation schedule which shows that the City will divert 50 percent of all solid waste from landfill or transformation facilities by January 1, 2000, by means of source reduction, recycling, and composting activities.

(xiv) The Contractor shall prepare annual reports and draft SRRE updates in a format consistent with the Act and applicable regulations and submit to the City for approval and submission to the State.

(xv) Contractor shall assist in minimizing contamination by helping to educate customers on acceptable and non-acceptable materials, by monitoring the contents of collection containers, and by refusing to collect containers with visible prohibited container contaminants. Contractor shall, at its sole expense, either (1) conduct hauler route reviews each calendar year for prohibited container contaminants in containers in a manner that is deemed safe by the Contractor, is approved by the City, and is conducted in a manner that results in all hauler routes being reviewed, in accordance with 14 CCR Section 18984.5(b) or (2) conduct waste evaluations for prohibited container contaminants through sampling of materials from all container types and shall do so at least twice per year and in two distinct seasons of the year in a manner that complies with the requirements of 14 CCR Section 18984.5(c).

Number of Containers to Review. Contractor shall visually inspect the contents of a

reasonably representative number of containers, as directed and approved by the City, per hauler route to search for prohibited container contaminants, for each and every hauler route. The containers shall be randomly selected by a method approved by the City.

Route Review Methodology. Contractor shall develop a hauler route review methodology that complies with the requirements of 14 CCR Sections 18984.5(b) or 18984.5(c). Contractor shall submit its proposed hauler route review methodology for the coming year to the City no later than January 15 of each year describing its proposed methodology for the calendar year and schedule for performance of each hauler route review. Company's proposed hauler route review methodology shall include its plan for container inspections and shall also include its plan for prioritizing the inspection of customers that are more likely to be out of compliance. City shall review, comment on, and approve the proposed methodology. Contractor may commence with the proposed methodology upon approval. If the City notifies the Contractor that the methodology is inadequate to meet the requirements of SB 1383, Contractor shall, at its sole expense, revise the methodology and, after obtaining City approval, conduct additional hauler route reviews, increased container inspections, or implement other changes using the revised procedure.

Scheduling. The City may request, and Contractor shall accept, modifications to the schedule to permit observation by the City. In addition, Contractor shall provide email notice to the City no less than ten (10) working days prior to each scheduled hauler route review that includes the specific time(s), which shall be within the City's normal business hours, and location(s).

Documentation. Contractor shall document contamination with still pictures or video, and will notify the customer of the contamination and recycling requirements. Contractor may, at its discretion collect the container as recyclable materials, organic waste, or as solid waste.

Reporting Requirements. Contractor shall maintain records and report to the City on contamination monitoring activities and actions taken.

(xvi) **SB 1383 Monitoring and Inspections.** Contractor shall perform customer compliance reviews described in this subsection annually, beginning January 1, 2022, unless otherwise noted.

Commercial Generator Compliance Reviews. Contractor shall complete a compliance review of all commercial businesses that generate two (2) cubic yards or more per week of solid waste, including organic waste, to determine their compliance with: (i) generator requirements under the City Code and this Agreement; and, (ii) if applicable for the customer, self-hauling requirements per 14 CCR Section 18988.3. The compliance review shall mean a "desk" review of records to determine customers' compliance with

the above requirements and does not necessarily require on-site observation of service.

Compliance Review Process. Contractor shall conduct inspections of entities described in this subsection at a minimum of once per year or as directed by City to adequately determine the entities' overall compliance with SB 1383. City may require the Contractor to prioritize inspections of entities that the City determines are more likely to be out of compliance.

Non-Compliant Entities. From the commencement date through December 31, 2023, when compliance reviews are performed by Contractor pursuant to this subsection, Contractor shall provide City-approved educational materials, in response to violations. Contractor shall provide these educational materials to the non-compliant customers within two (2) working days of determination of non-compliance or immediately upon determination of non-compliance if such non-compliance is determined during an inspection or hauler route review. Contractor shall document the non-compliant customers and the date and type of education materials provided and report such information to the City. Beginning January 1, 2024, the Contractor shall document non-compliant customers determined through Contractor's compliance reviews, and shall report all customers with SB 1383 violations to the City. The City shall be responsible for subsequent enforcement action.

Documentation of Inspection Actions. The Contractor shall generate a written or electronic record and maintain documentation for each inspection, hauler route review, and compliance review conducted.

Documentation of SB 1383 Non-Compliance Incidents. Contractor shall maintain a computer database of all oral and written SB 1383-related non-compliance incidents reported to Contractor from customers or other persons.

Reports of SB 1383-Noncompliance Incidents. For reports received in which customers or other persons allege that an entity is in violation of SB 1383 requirements, Contractor shall document such incident investigations. Contractor shall provide this information in a brief incident report to the City for each SB 1383-noncompliance incident within five (5) working days of receipt of such incident, and a quarterly summary report of SB 1383-noncompliance incidents.

Investigation of SB 1383-Noncompliance Incidents. Contractor shall assist City in meeting its obligation to investigate non-compliance incidents by commencing an investigation within thirty (30) days of receiving notice of an incident in the following circumstances: (i) upon Contractor receipt of an incident that an entity may not be compliant with SB 1383 and if City determines that the allegations against the entity, if true, would constitute a violation of SB 1383; and, (ii) upon City request to investigate an incident received by City, in which City determines that the allegations against the entity, if true, would constitute a violation of SB 1383. Contractor is required to

investigate incidents against customers and generators, including Tier One and Tier Two Commercial Edible Food Generators, against Edible Food recovery organizations, Edible Food recovery services, and other entities regulated by SB 1383.

Contractor shall investigate the incident by:

- i. Reviewing the service level of the customer (if the entity is a customer of the Contractor);
- ii. Reviewing the waiver list, if applicable, to determine if the entity has a valid, City-approved de minimis or physical space constraint waiver;
- iii. Reviewing the self-haul registration list, if applicable, to determine if the entity has registered and reviewing the entities reported self-haul information;
- iv. Inspecting premises of the entity identified in the incident notice, if warranted; and,
- v. Contacting the entity to gather more information, if warranted;
- vi. Affixing a City-approved notice of non-compliance incident report on the customer's container that includes SB 1383 generator requirements and, if applicable, provides a City-approved deadline for correction.

Reporting. Within ten (10) days of completing an investigation of an SB 1383-noncompliance incident, Contractor shall submit to City an investigation incident report that documents the customer account in question, the nature of the incident, the investigation performed, and recommends to City whether or not the entity investigated is in violation of SB 1383 based on the Contractor's investigation. The City shall make a final determination of the allegations against the entity.

Contractor shall provide to City in its reports a list of all customer non-compliance incident notices that have not been resolved by Contractor within thirty (30) days of receiving such notice. The Contractor incident list shall include the customer's account information, including customer's then-current service level, the nature of the incident, and Contractor's efforts to resolve the incident. City, or its designee, shall be responsible for investigating such outstanding incidents received by Contractor.

Within three (3) business days of the City's or its designee's request, Contractor shall provide City or its designee with customer account information and other documentation that may be useful in the investigation such as records of the customer's most recent change(s) in service level and other customer service records.

(xvi) Contractor shall purchase or procure compost, renewable natural gas, or other materials necessary to meet the City's purchasing requirements under SB 1383 and the SB 1383 Regulations without additional charge to the City or the customers."

8. Section (3)(e)(iii) of the Agreement is added as follows:

“(iii) City may, in its discretion, allow solid waste service charges to be billed on the property tax rolls pursuant to the City Code.”

9. Section (3)(f) of the Agreement is amended in its entirety to read in full as follows:

“(f) Liens. Pursuant to the City Code, if bills to residential and commercial accounts are unpaid to the Contractor beyond 90 days, then the Contractor may cause a report of delinquent solid waste service charges to be sent to City. City may, in its discretion, allow delinquent solid waste service charges to be billed on the property tax rolls pursuant to the City Code. Within 60 days after collection of fees by City pursuant to the process set forth in the City Code, the City shall provide to Contractor payment of the unpaid charges. City shall retain any administrative fee.”

10. Section (3)(g) of the Agreement is added as follows:

“(g) No Legal Challenge. Contractor understands and acknowledges that the award of this Agreement may be subject to review and repeal by City’s citizens through a referendum or similar petition, and to various types of legal and environmental challenges (such referenda, similar petition and legal and environmental challenges being referred to collectively as “Legal Challenges”). Accordingly, this Agreement shall not become effective until the City Manager reasonably determines that (i) any Legal Challenges that had been initiated as of the time of such determination have been resolved in favor of the City’s award of this Agreement to Contractor; and (ii) the deadline to initiate any additional Legal Challenges has expired. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its Mayor, Council, officers, representatives, agents, employees and volunteers, harmless against any and all liability, claims, losses, damages, or expenses including reasonable attorney’s fees, arising from any Legal Challenges. In the event of any election regarding a Legal Challenge, CONTRACTOR shall reimburse CITY for its reasonable costs of doing so.”

11. Section (11)(b) of the Agreement is amended to read in full as follows:

“(b) Any rate adjustment due to Contractor’s cost changes shall be made no more than on a yearly basis (except for changes to tipping fees, city franchise fees or charges, or City-required service level changes), based on Contractor’s actual costs and not to exceed the percentage change in the published Consumer Price Index (CPI), All Urban Consumers for the Riverside-San Bernardino-Ontario, CA Metropolitan Area. This adjustment shall not exceed four percent (4%) per annum, regardless of the percentage change in the CPI. If the CPI for the previous year was in excess of four percent (4%), the additional percentage may be rolled over to the following year so long as the CPI adjustment for that year does not exceed four percent (4%). Contractor

shall submit a request for evidence of such rate adjustment 60 days prior to the proposed implementation. No later than 30 days prior to the date the adjusted rates become effective each year, Collector shall notify Customers of any changes in their rates. The Contractor shall be responsible for the costs of printing and mailing any Proposition 218 hearing notice and the notification required in accordance with Government Code section 53756.

If at any time, a rate adjustment determined to be appropriate by both City and Contractor to compensate Contractor for increases in costs as described in this Agreement cannot be implemented for any reason, Contractor and City shall negotiate in good faith, a reduction of services equal to the value of the rate adjustment that cannot be implemented.

If City and Contractor are unable to reach agreement about such a reduction in services, then City may terminate this Agreement upon one hundred eighty (180) days' prior written notice to Contractor, in which case Contractor and City shall each be entitled to payment of amounts due for contract performance through the date of termination but otherwise will have no further obligation to one another pursuant to this Agreement after the date of such termination."

12. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This First Amendment shall affect only the items specifically set forth herein, and all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and Contractor have entered into this First Amendment to the Agreement, as of the date first set forth herein.

THE CITY OF FONTANA

BURRTEC WASTE INDUSTRIES, INC.

By: _____
Matthew Ballantyne
City Manager

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

By: _____
Name: _____
Title: _____

ATTEST:

Date: _____
ATTEST:

By: _____
Germaine McClellan Key
City Clerk

By: _____
Name: _____
Secretary to Board of Directors

APPROVED AS TO FORM:

By: _____
Ruben Duran
City Attorney

Certificate Of Completion

Envelope Id: 70DC112807814836891B61BDEB6F920D

Status: Completed

Subject: Please Sign Reso 2022-143.pdf

Source Envelope:

Document Pages: 15

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

City Clerk

AutoNav: Enabled

8353 Sierra Avenue

Enveloped Stamping: Enabled

Fontana, CA 92335

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

clerks@fontana.org

IP Address: 192.146.186.96

Record Tracking

Status: Original

Holder: City Clerk

Location: DocuSign

1/30/2023 | 04:45 PM

clerks@fontana.org

Signer Events**Signature****Timestamp**

Ruben Duran

ruben.duran@bbklaw.com

Security Level: Email, Account Authentication
(None)

Sent: 1/30/2023 | 04:45 PM

Viewed: 1/31/2023 | 07:37 AM

Signed: 1/31/2023 | 07:37 AM

Signature Adoption: Pre-selected Style

Using IP Address: 74.116.243.2

Electronic Record and Signature Disclosure:

Accepted: 1/31/2023 | 07:37 AM

ID: 33358701-e134-4e4f-908f-f916ef094957

Acquanetta Warren

awarren@fontana.org

Security Level: Email, Account Authentication
(None)

Sent: 1/31/2023 | 07:37 AM

Viewed: 2/1/2023 | 05:28 AM

Signed: 2/1/2023 | 05:28 AM

Signature Adoption: Pre-selected Style

Using IP Address: 108.184.102.134

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 2/1/2023 | 05:28 AM

ID: 8bf59455-56d1-46d8-8ffb-1138036d9906

Germaine Key

gkey@fontana.org

Security Level: Email, Account Authentication
(None)

Sent: 2/1/2023 | 05:28 AM

Viewed: 2/1/2023 | 10:08 AM

Signed: 2/1/2023 | 10:08 AM

Signature Adoption: Pre-selected Style

Using IP Address: 107.201.246.59

Electronic Record and Signature Disclosure:

Accepted: 2/1/2023 | 10:08 AM

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Kathy Kasinger kkasinger@fontana.org Records Coordinator Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 1/26/2023 07:45 AM ID: 7fd26420-a5eb-4bda-aa3f-24ec1c300dfc	COPIED	Sent: 2/1/2023 10:08 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/30/2023 04:45 PM
Certified Delivered	Security Checked	2/1/2023 10:08 AM
Signing Complete	Security Checked	2/1/2023 10:08 AM
Completed	Security Checked	2/1/2023 10:08 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact City of Fontana:

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

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

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

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

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

To request paper copies from City of Fontana

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

To withdraw your consent with City of Fontana

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

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

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

Acknowledging your access and consent to receive materials electronically

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

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

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