EXHIBIT "A"
SCOPE OF SERVICES

The Contractor, **Bestwenty4 Studios LLC.** shall provide the City with the Season of Success presentation for the Fontana Expanded Learning Program school sites. These presentations will focus on the CASEL's Social-Emotional framework to motivate participants to succeed at school, home and community. The events will be conducted within nine (9) months, with in-person visits scheduled to begin on **execution of contract and** conclude by **June 30, 2026**.

- The contractor will service:
  - Season of Success Presentations at 33 FELP school sites
    - 28 Elementary School In-person sessions
      - Two sessions for each elementary (K–2 & 3–5)
    - 5 Middle School In-person sessions
      - One session each(6–8)
    - Total: 61 Sessions
      - Session Length: 2 hours each
  - FUNdamentals Of Fun 4 Hour Staff
    - 3 Facilitation Trainings

- For all visits, the City of Fontana shall provide:
  - Calendar schedule for (3) virtual assembly and (5) in-person visits.
  - Use of facility space.
  - Use of facility sound system equipment for volume amplification (which may include); speakers, microphones, music stands, boom stands, monitors, and miscellaneous cables.
  - Use of facility visual system equipment for visual presentation (which may include), projector and projector screen.
  - Contractor shall work directly with FELP staff regarding all technical event needs.
- The Contractor shall provide the City with the following:
  - The Contractor agrees to provide a valid City of Fontana Business License no less than 30 days before the performance to guarantee payment for the following services.
  - Completion of fingerprinting and background checks for participating staff.
  - Completion of Mandated Reporter Training through Vector Solutions.
- The City reserves the right to cancel or reschedule any single event date listed on the contract, with or without cause, upon thirty (30) days' notice given in writing.
- Contractor will be funded through the **Expanded Learning Opportunities Program (ELO- P).**

- The Contractor **shall be paid within thirty (30) days of services rendered** as follows:

June 30, 2026
$106,000 (ELO- P Funded Schools)
<u>$106,000.00 (Total)</u>

Contractor shall perform all services under this agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the state of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the services.

The Standard Engagement Agreement and attached Terms and Conditions are hereby acknowledged and made a part of the agreement between the parties. The City reserves the right to broadcast, televise and photograph the above group for the purpose of advertisement.

The City reserves the right to cancel the event at their own discretion in the event of rain, lightning, high winds and/or any unforeseen weather conditions. In the event that the Contractor is set-up and ready to perform when the event is cancelled the Contractor will be paid 50% of their fee. If the event is cancelled prior to arrival and set-up the Contractor may be offered an alternative performance date at the same pay rate.

CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of September, 2025 by and between the City of Fontana, a public agency organized and operating under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 ("City"), and BESTWENTY4 Studios LLC, a Limited Liabilty Partnership CASEL's Social Emotional Framework with its principal place of business at 1440 Beaumont Avenue Suite A2 #102, Beaumont, CA 92223 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:
Consultant - Workshops, Presentations focused on CASEL's Social-Emotional framework
(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A." The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibit attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $106,000.00 This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term:

The term of this Agreement shall be from September 1, 2025 to May 30, 2026, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted
(7) Contractual Liability with respect to this Agreement

(8) Property Damage
(9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 combined single limit
Employer's Liability	$1,000,000 per accident or disease
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the

Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects

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

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

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

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Bryan Stephens as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:
City of Fontana
8353 Sierra Avenue
Fontana, California 92335
Attn: Sergio Barragan
sbarragan@fontanaca.gov

CONSULTANT:
BESTWENTY4 Studios LLC
1440 Beaumont Ave. Suite A2 #102
Beaumont, CA 92223
Attn: Bryan Stephens
909-347-0711

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

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

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT

CITY OF FONTANA

By: _____
Matthew C. Ballantyne
City Manager

Attest:

By: _____
Germaine McClellan Key
City Clerk

By: _____
Phillip Burum
Deputy City Manager

Approved as to form:

_____
Best Best & Krieger LLP
City Attorney

_____
Daniel Schneider
Community Services Director

VENDOR NAME.

By: _____
Bryan Stephens
_____

By: _____
_____
_____

IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS

By: _____
Rakesha L. Voss
Human Resources & Risk Management Director

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

_____
Jessica Brown
Chief Financial Officer

_____
Sid Lambert
Purchasing Manager

EXHIBIT A

Scope of Services

FELP

FONTANA EXPANDED LEARNING PROGRAM PARTNERSHIP

S.O.S.

SEASON OF SUCCESS

FONTANA EXPANDED LEARNING PARTNERSHIP

In the City of Fontana, where the Fontana Expanded Learning Program is committed to developing the whole child, SOS: Season of Success is more than a workshop, it's a mindset shift.

Led by Coach BE, a cultural architect with over 25 years in youth development, SOS equips K-8 students with the real-world skills to manage stress, resolve conflict, and lead with purpose.

Aligned with CASEL's social-emotional framework and the City of Fontana's commitment to student success, SOS helps reduce behavior incidents, increase engagement, and strengthen the home-school connection, creating safer, more connected campuses and communities.

OUR YOUTH'S PROBLEMS

MENTAL HEALTH & ANXIETY

BULLYING & SAFETY, SOCIAL

EMOTIONAL INTELLIGENCE

GAPS, TRAUMA & ADVERSE

EXPERIENCES, AND IMPACT OF

SOCIAL MEDIA

OUR PROBLEMS

24%

STAGGERING STAT #1

Meanwhile, during the pandemic, **emergency mental health visits** rose **24% among children ages 5–11** and **31% among youth 12–17.**

15.3%

STAGGERING STAT #2

15.3% of San Bernardino County teens directly reported *needing help* for emotional or mental health issues in 2020.

THE CHALLENGES

In San Bernardino County, where **15.3% of teens reported needing help** for emotional or mental health problems in 2020—and mental health-related emergency visits jumped by **24% for ages 5–11 and 31% for ages 12–17** after COVID.

SOS: Season of Success offers a culturally responsive, CASEL-aligned intervention to build resilience, reduce crisis escalation, and support healthier, more engaged youth.

THE REAL SOLUTION

COACH BE

HAS SERVED & SERVICED OVER

15,000+

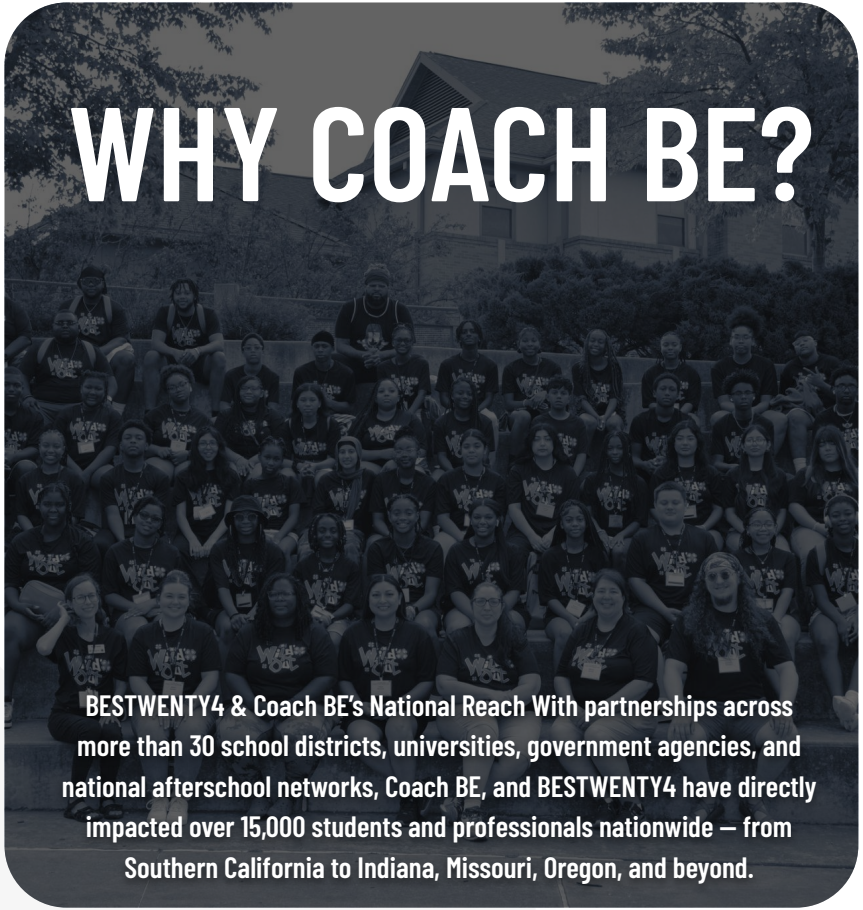
STUDENTS & PROFESSIONALS

Why SOS: SEASON OF SUCCESS ?

In the City of Fontana, students face rising anxiety, behavior challenges, and social-emotional skill gaps. SOS: Season of Success directly addresses these needs through:

- CASEL-aligned social-emotional learning
- Culturally responsive delivery for K-2, 3-5, and 6-8 grade levels
- Hands-on activities, leadership challenges, and real-world discussions
- Proactive support to improve school climate and reduce discipline incidents

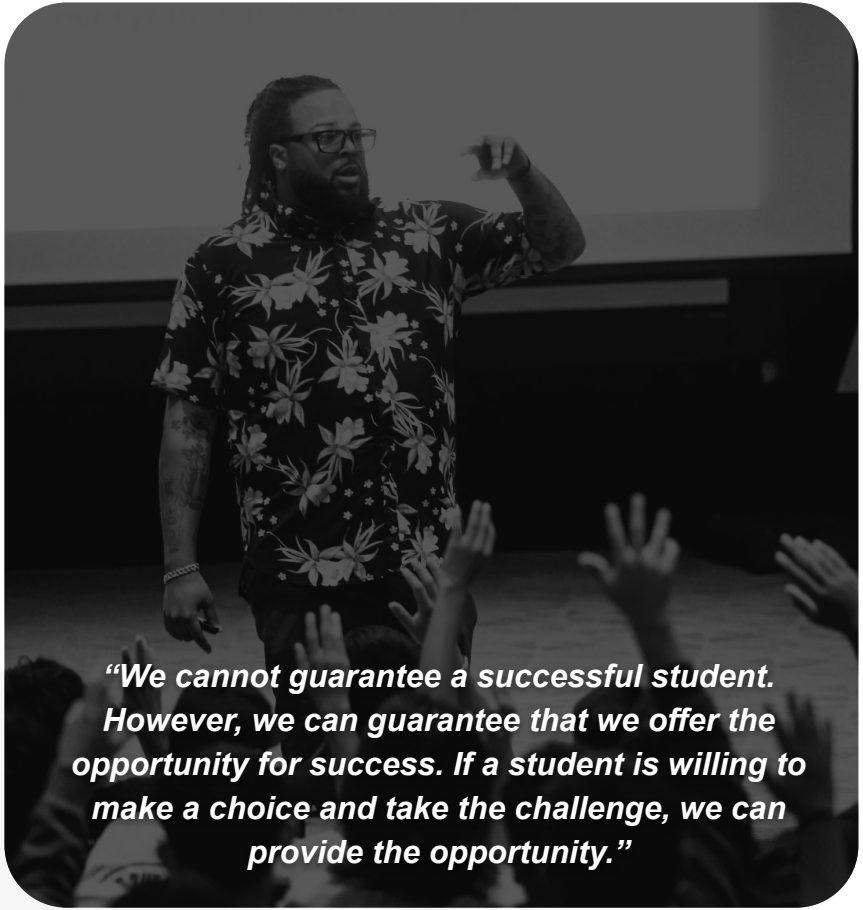
WHY COACH BE?



BESTWENTY4 & Coach BE's National Reach With partnerships across more than 30 school districts, universities, government agencies, and national afterschool networks, Coach BE, and BESTWENTY4 have directly impacted over 15,000 students and professionals nationwide — from Southern California to Indiana, Missouri, Oregon, and beyond.

Why Coach BE & BESTWENTY4

- **Extensive Experience:** *Over 25 years of youth development experience.*
- **Cultural Relevance:** *Relatable delivery for Fontana's multicultural student body*
- **Trauma-Informed Approach:** *Trauma-informed, restorative-practices foundation*
- **Proven Results:** *Proven success with over 700 participants in the past 18 months*



Coach BE’s EXPERIENCE

- **Special Ed Teacher**
  (Emotionally Disturbed Population)
- **Behavior Support Specialist**
- **Social Emotional Learning / Support Facilitator & Advocate**
- **Senior Probation Corrections Officer**
  (Youth Detention & Treatment Facilities)
- **Parks & Recreation Supervisor**
- **High School Basketball & Cross Country Coach**

A PARENT'S VIEW

THE IMPACT

"If I had to describe these sessions and Coach to a friend I would have to begin with the fact that he is very in tune with our youth. He knows what he is talking about. He isn't the type of person who just speaks from knowledge gained from a book or class. He is real. Life experiences. He pays attention to people and genuinely gets them. He gives kids, teens, and even adults insight and inspiration that I can honestly say is rare.

Very few have moved myself as well as my own children. My son attends these workshops and always comes home with so much knowledge and joy. He loves Coach. My hope is that more people would get to experience with him and I also hope that more of his programs are implemented in the schools and even with sports teams. He is definitely the type of role models our kids need in our community, today especially."

A PARENT'S VIEW

THE IMPACT

"My son attended Coach BE'S sessions last year and this year. The sessions have resulted in a measured improvement with confidence, teamwork, social skills and time management. My son looks forward to attending, and has attended, every session. Coach BE gives the students opportunities to learn how to take ownership, accountability and responsibility in a way where students can relate, while in a safe environment. This allows for the students to understand the lessons in a way which can be applied, allowing for a more positive impact, and it shows. For 2 years in a row, these sessions have given my son lessons he can apply towards his future. I look forward to signing my child up next year!"

IMPACT & OUTCOMES

01

STUDENT SKILL DEVELOPMENT

Students equipped with real-life skills

02

BEHAVIORAL IMPROVEMENT

Reduced behavioral incidents and office referrals

03

INCREASED ENGAGEMENT

Increased student engagement and leadership

04

STRONGER CONNECTIONS

Stronger home & school emotional intelligent connections

Inside The EXPERIENCE

PRE-TRAINING CUSTOMIZATION:

Needs Assessment, Tailoring Of Content

IN-SESSION EXPERIENCE:

4-Hour Facilitation, Hands-On Activities

& FUN PLAYBOOK

POST-TRAINING SUPPORT:

Reflection Prompts, Networking
& Ongoing Support

FINANCIAL INVESTMENT

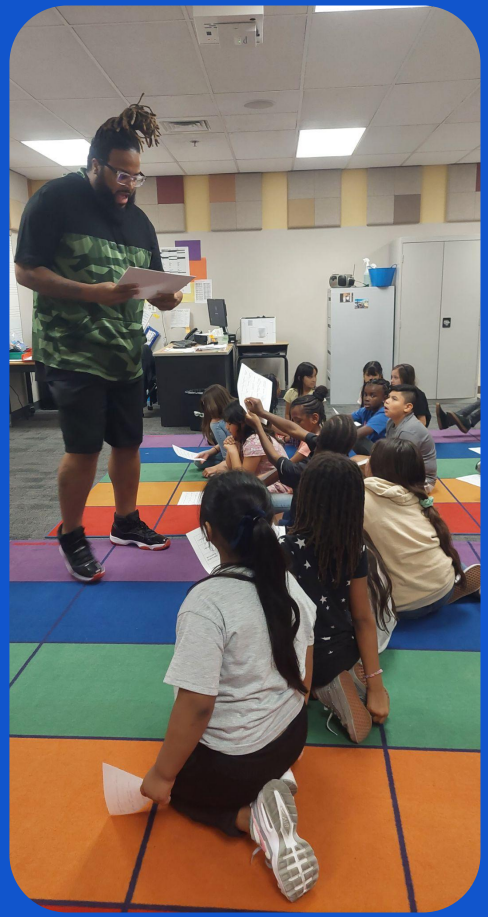
$106,000 TOTAL COST**

PROGRAM DELIVERY ACROSS ALL 33 FELP SITES

Friends & Family Special for the City of Fontana:
Coach BE will deliver all **K–2 sessions FREE**.**

Instead of charging for 56 elementary sessions, you only pay for 28 upper elementary and 5 middle school sessions.

- 28 Elementary Schools: Two age-appropriate sessions each (K–2 & 3–5)
- 5 Middle Schools: One session each (6–8)
- Total: 61 Sessions
- Session Length: 2 hours each
- *FUN*damentals Of Fun 4 Hour Staff Facilitation Trainings (3)



$3,000

STANDARD RATE PER SESSION

$192,000

TOTAL VALUE

THANK YOU

LET'S PARTNER TO BUILD A SEASON OF SUCCESS ACROSS
FONTANA EXPANDED LEARNING PROGRAM

When we invest in students today, we invest in stronger schools, safer communities, and a future we can all be proud of.

CONTACT ME:

COACHBE@BESTWENTY4.COM

COACHBE

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

BRYAN E. STEPHENS

2 Business name/disregarded entity name, if different from above

BESTWENTY4 STUDIOS LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1440 BEAUMONT AVE SUITE A2 #102

Requester's name and address (optional)

6 City, state, and ZIP code

BEAUMONT, CA 92223

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

8 8 – 1 9 4 0 5 3 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ B. Stephens Date ▶ 1/23/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA
5 Concourse Parkway
Suite 2150
Atlanta GA, 30328

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No):
E-MAIL ADDRESS: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hiscox Insurance Company Inc	10200
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Bestwenty4 Studios LLC
1440 Beaumont Avenue Suite A2 102
Beaumont, CA 92223

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			P102.119.190.3	12/09/2024	12/09/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ S/T Gen. Agg.
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
Fontana Unified School District
9680 Citrus Ave
fontana, CA 92335

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Mary Boyd

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/22/2025

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PRODUCER
Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA
5 Concourse Parkway
Suite 2150
Atlanta GA, 30328

CONTACT NAME:
PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No):
E-MAIL ADDRESS: contact@hiscox.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hiscox Insurance Company Inc	10200
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Bestwenty4 Studios LLC
1440 Beaumont Avenue Suite A2 102
Beaumont, CA 92223

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			P102.119.190.3	12/09/2024	12/09/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ S/T Gen. Agg.
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
CITY OF FONTANA
8353 Sierra Ave
fontana, ca 92335

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Mary Boyd

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BUSINESS TAX CERTIFICATE **CITY OF FONTANA**

8353 Sierra Avenue - Fontana, CA 92335
Phone: (909) 350-7675

The person, firm or corporation named on this certificate is hereby granted this certificate, pursuant to the provisions of Chapter 15 of the Fontana City Code, to engage in, carry on or conduct, in the City of Fontana, the business trade, calling profession, exhibition, or avocation described below. This Business Tax Certificate does not constitute evidence that all requirements of the Fontana City Code or regulatory agencies have been satisfied. This Business Tax Certificate is NOT TRANSFERABLE

BUSINESS NAME: Bestwenty4

BUSINESS OWNER: Bryan E Stephens

BUSINESS LOCATION: 1440 Beaumont AVE # A2 102
Beaumont, CA 92223-6824

BESTWENTY4
1440 BEAUMONT AVE # A2 102
BEAUMONT, CA 92223-6824

BUSINESS PHONE NO.: (951) 347-0711

BUSINESS DESCRIPTION: Youth Leadership & Empowerment W/ City Events

Business Tax Account Number: 066264

Effective Date: 9/24/2025

Expiration Date: 8/31/2026

NOT TRANSFERABLE
TO BE POSTED IN A CONSPICUOUS PLACE

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments.
A full notice is available in English or other languages by going to https://www.dca.ca.gov/publications/.

CITY OF FONTANA
NON-COMPETITIVE SOURCE SELECTION JUSTIFICATION

FONTANA
CALIFORNIA

Contract/Req. No.:		**Amendment No.:**		**Requestor:**	Sergio Barragan	**Date:**	9/2/25
Pre-Tax Amount:	$ $ 106,000.00	**Tax:**	$ $ 0.00	**Freight:**	$ $ 0.00	**Total Amount:**	$ $ 106,000.00
Vendor Name:	Bestwenty4 Studios LLC						

FUNDING SOURCE AND AUTHORIZATION (check as applicable)

City Resources	☐	**Gov't Grant**	☑	**Other**	☐		
Certifications:	**Debarment[4]**	☐	**Anti-Lobby[5]**	☑	**Certificate(s) Attached**	☐	**Not Applicable** ☐
Fund:	386254101		**Object Code:**	8130			
Equipment Screening[6]:	**Yes**	☐	**Not Applicable**	☑		**Title Vests: -**	
Purchase Description:	Season of Success Presentations						

1. Source Selection - Competition is impracticable (Check appropriate box):

☒ **UNAVAILABLE FROM ANY OTHER SOURCE.** No competitive advantage would be gained from competitive pricing, such as when equipment, goods, materials, supplies, personal property, or services are unique and are only available from one source. (Explain below. Include all contacts made to verify the sole source or single source situation.)

☐ **COOPERATIVE PURCHASING AGREEMENT.** This product or service required is being purchased under a cooperative purchasing agreement. (Explain below).

☐ **SAME PRICE PURCHASED BY ANOTHER PUBLIC AGENCY.** The product or service required was awarded a bid by another public agency that has purchasing procedures substantially similar to those that the city would have been required to use, and the vendor offers the same price(s) to the city that it offered to the other agency.

☐ **EMERGENCY.** This product or service required is due to an emergency, determined by the City Manager, which could not have been anticipated and critical need precludes any form of competition. (Purchases more than $100,000 must be presented at the next regular City Council Meeting for ratification by the City Council. Please attach supporting documentation and approval from City Manager).

☐ **OTHER REASON(S).** (Explain below).

Detail information to support above justification(s):

Bestwenty4 Studios LLC is the sole publisher and presenter of the Season of Success. There are no other providers that provide the Season of Success Program. The Fontana Expanded Learning Program would take a piecemeal approach in gathering items that meet the needs of the program.

---

[4] Applies to purchases under a Federal Grant equal to or more than $25,000
[5] Applies to purchases under a Federal Grant equal to or more than $100,000
[6] Applies to equipment purchases under a Federal Grant equal to or more than $5,000

2. Price/Cost Analysis (***ONLY APPLICABLE TO PURCHASES/CONTRACTS THAT EXCEED $100,000***):

The action taken in verifying price reasonableness is indicated below. Identify the method(s) listed below used to verify price reasonableness. Check one or more paragraphs below as applicable.

■ Current price schedule (verifiable catalogue, published price list, etc.)

Schedule Name/No.: Unit Price: $ $ 106,000.00

Supplier Contact: Bestwenty4 Studios LLC Date of Schedule: 9/2/2025

☐ Previous purchase.

Supplier: Unit Price: $ 106,000.00

PO No.: PO Date:

☐ Similar item in related industry.

Price Source: Unit Price: $ 106,000.00

Supplier: Date:

☐ Any other Reasonable basis:

3. Small Business' Solicited (**Federally Funded Procurements Only**)

☐ Document whether Small Business, HUBZone Small Business, Small Disadvantaged Business, Women Owned Small Business or Service Disabled Veterans Owned Business or Veterans of Vietnam Era Owned Business concerns were solicited and, if not, why not.

☐ Applicable Businesses' referenced above were solicited.

☐ No Applicable Businesses referenced above were solicited because

----------Attach additional sheets as needed----------

Required Signatures:

Sergio Barragan		9/18/25
Requestor Name (Print)	Requestor Signature	Date
Daniel Schneider		9/18/25
Department Director Name (Print)	Department Director Signature	Date