



**CITY OF LOMA LINDA  
CITY COUNCIL AGENDA  
REGULAR MEETING**

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Tuesday, March 11, 2025, 7:00 PM  
Council Chambers  
25541 Barton Road  
Loma Linda, CA 92354

The Regular Meeting of the Loma Linda City Council is scheduled in the Council Chambers, 25541 Barton Road, Loma Linda, California. Under Municipal Code Section 2.08.010, study sessions or closed session items may begin at 5:30 pm. or as soon thereafter as possible. A recess may be called at the discretion of the City Council.

The Agenda and Reports are on file in the City Clerk's Office during normal business hours and are available on the City's website at [www.lomalinda-ca.gov](http://www.lomalinda-ca.gov). Persons wishing to speak on agenda items, including any closed session items, are asked to submit their names in the Kiosk or through the website. When the item is to be considered, the Mayor will recognize you. Please step to the podium, give your name, and offer your comments. The City Council meetings are recorded to assist in preparing the Minutes.

Under the Americans with Disabilities Act (ADA), if you need special assistance to provide public comment, or for other special assistance; please contact the City Clerk at least 48 hours before the meeting at (909) 799-2819 or at [larreola@lomalinda-ca.gov](mailto:larreola@lomalinda-ca.gov) to allow the City time to make reasonable arrangements to provide the accommodations or an alternative.

## **1. Call to Order**

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### **1A. Call to Order**

### **1B. Roll Call**

### **1C. Closed Session - 5:30 pm - Council Board Room**

— Conference with Legal Counsel on Labor Negotiations (Government Code Section 54957.6) - Agency Labor Counsel - Kevin Dale; Agency Representative - City Manager T. Jarb Thaipejr and Employee Organizations - Teamsters (Public Works); Teamsters (Administration); Loma Linda Professional Firefighters, Local 935; Unrepresented Safety (Fire) Management/Confidential Employees; and Unrepresented Miscellaneous Management/Confidential Employees

### **1D. Invocation and Pledge of Allegiance - Mayor Dupper**

### **1E. Items to be Added or Deleted**

### **1F. Oral Reports/Public Participation - Non-Agenda Items (Each Speaker limited to 3 minutes. Pursuant to the Brown Act, no action or discussion can be taken by City Council)**

### **1G. Conflict of Interest Disclosure**

## **2. Scheduled and Related Items**

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## **3. Consent Calendar**

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### **3A. Demands Registers - February 25, and March 11, 2025 [Finance]**

— Approve Demands for Payment

### **3B. Approval of Minutes February 11, 2025 [City Clerk]**

— Approve minutes as submitted

**3C. Treasurer's Report - February 2025 [Finance]**

— Receive for filing

**3D. Fire Department's Activity Report - February 2025 [Fire]**

— Receive for filing

**3E. Award Contract to BearCom to Purchase and Install Public Works Department Radio System for an amount not to exceed of \$99,377.26 [Public Works]**

— Award Contract to BearCom as recommended

**3F. Approve Purchase of three Emergency Generators from General Power for \$384,045.19 [Public Works]**

— Approve purchase from General Power as recommended

**3G. Award Contracts to Daktronics Inc. to Purchase an Outdoor Electronic Message Center Sign for \$37,566.43 and to Custom Signs Inc. to Install the Sign Located at the Corner of Loma Linda Dr. and Barton Rd. for \$12,410.40 [Information Systems]**

— Award contracts to Daktronics and Custom Signs Inc. as recommended

**3H. Approve Agreement with Troy & Banks, Inc. for Cable Franchise Fee Audit Services [Information Systems]**

— Approve agreement with Troy & Banks, Inc. as recommended

**3I. Award Contract to Willdan Engineering for After Hours/On Call Animal Control Services for the City until the end of Fiscal Year 2024-25 [Fire]**

— Award contract to Willdan Engineering as recommended

**3J. Appropriate \$64,600 from General Fund Balance and Award Contract to Purchase and Install an AC Unit and a Stove at the Senior Center [Public Works]**

— Approve contract to Loma Linda Heat & Air Conditioning and purchase from Johnson-Lancaster and Associates, Inc. as recommended

**3K. Appropriate \$25,000 and Award Contract for Chief Plant Operator - Water System - to WaterworkForce, Inc. in an amount not to exceed \$25,000 [Public Works]**

— Award Contract to WaterworkForce as recommended

**3L. Council Bill #R-2025-04 - A Resolution to Approve Final Tract Map No. 20467, North of Park Avenue and East of Coloma Street [Public Works]**

— Adopt Council Bill #R-2025-04

**3M. Declare as Surplus Various Technology Devices and Associated Equipment and Approve Appropriate Disposal [Information Systems/LLCCP]**

— Declare identified items surplus and appropriate disposal

**3N. Council Bill #R-2025-05 - Adopt a Resolution Declaring the Need for Emergency Contracting Procedures and Authorizing Repairs for Three Waterline Leaks on Redlands Blvd., Stewart St., and Anderson St. and Appropriate \$155,000 from the Water Fund Balance for the Repair Costs [Public Works]**

— Adopt Council Bill #R-2025-05 and Approve the Appropriation of \$155,000

**3O. Appropriate \$35,700 from Sewer Fund Balance and Award a Contract to West Coast Arborists, Inc. for \$35,700 to Clear Heritage Park Drainage Channel [Public Works]**

#### 4. Old Business

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#### 5. New Business

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**5A. Appoint Members to the Historic Commission and Budget Committee [Administration]**

— Appoint members as recommended

**5B. Consideration of a Tobacco Retailer License Ordinance [Councilmember Spencer-Hwang]**

**5C. Discussion on Economic Development Strategies Embracing the City's Motto, "A City of Health and Prosperity" [Councilmember Spencer-Hwang]**

— Request for City Council input and recommendations

#### 6. Reports

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**6A. Reports of Council Members**

**6B. Reports Of Officers**

#### 7. Adjournment

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**POSTING**

I, Lynette Arreola, City Clerk, do hereby certify and declare that, I caused this agenda to be posted at the following three (3) locations, to-wit: 1) Loma Linda Branch Library, 25581 Barton Road, Loma Linda, California; 2) City Council Chambers, 25541 Barton Road, Loma Linda, California; 3) U. S. Post Office Annex, Newport Avenue, Loma Linda, California

Lynette Arreola, City Clerk  
City of Loma Linda, California



*Date Posted: March 6, 2025*



**A. Demands Registers - February 25, and March 11, 2025 [Finance]**

Meeting	Agenda Group
Tuesday, March 11, 2025, 7:00 PM	Consent Calendar Item: 3A.
To	From
City Council	Sonia Fabela, Finance Director

**RECOMMENDATION:**

It is recommended that the City Council approve the attached list of demands for payment.

**Attachments**

[CC DR 02-25-2025.pdf](#)

[CC DR 03-11-2025.pdf](#)



**CITY OF LOMA LINDA**  
**VOUCHER LIST**  
**2/25/2025**

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709062	2/11/2025	4197	C.A.P.F.	ID0266962-Feb 2025		Long Term Disability-February 2025	\$ 855.50
<b>709062 Total</b>							<b>855.50</b>
709063	2/11/2025	840	CITY OF SAN BERNARDINO	90878-00 Jan 2025 132-00 Jan 2025	1250062	1516 Gould St 1/3-2/3/2025 1415 Richardson St 01/06 - 02/03/2025	51.59 4,846.64
<b>709063 Total</b>							<b>4,898.23</b>
709064	2/11/2025	5502	FRONTIER COMMUNICATIONS	9097998149 Feb 25		Phone costs Fire Station#1 1/25-2/24/2025	310.42
<b>709064 Total</b>							<b>310.42</b>
709065	2/11/2025	7083	SELF INSURED SERVICES COMPANY	B0H07H		Dental Insurance Premium-February 2025	4,373.70
<b>709065 Total</b>							<b>4,373.70</b>
709066	2/11/2025	865	SN BERNARDINO CO SHERIFF DEPT	26129 25903	1250209 1250210	Sheriff Services - Feb FY 2025 Sheriff Services-Q1 Gen. Svcs & OT	588,967.00 75,003.21
<b>709066 Total</b>							<b>663,970.21</b>
709067	2/11/2025	1245	SO CALIF EDISON	700350988278 Jan 25 700920551363 Jan 25 700920555710 Jan 25 700123951189 Jan 25 700162747250 Jan 25 700044797169 Jan 25 700491039205 Jan 25		Electricity costs 1/1-1/31/2025 Electricity costs 1/1-1/31/2025 Electricity costs 1/1-1/31/2025 Electricity costs 1/6-2/3/2025 Electricity costs 1/6-2/3/2025 Electricity costs 1/7-2/4/2025 Electricity costs 1/7-2/4/2025	7,548.67 57.22 104.05 508.22 588.77 20,086.10 4,726.52
<b>709067 Total</b>							<b>33,619.55</b>
709068	2/11/2025	1261	THE GAS COMPANY	14642464003 Jan 25 10232459007 Jan 25 10022459001 Jan 25 06872460008 Jan 25		Gas costs 1/3-1/31/2025 Gas costs 1/4-2/3/2025 Gas costs 1/4-2/3/2025 Gas costs 1/4-2/3/2025	122.14 869.91 1,557.53 115.20
<b>709068 Total</b>							<b>2,664.78</b>
709069	2/11/2025	3628	U.S. BANK CORPORATE PYMNT SYS	012225LArreola		City Council Dinner during Closed Session	131.03
<b>709069 Total</b>							<b>131.03</b>

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709070	2/11/2025	26	VERIZON WIRELESS	6104767246	Jan 25	SCADA Modem sewer lift station 12/29-1/28/2025	68.01
<b>709070 Total</b>							<b>68.01</b>
709071	2/11/2025	26	VERIZON WIRELESS	6104767245	Jan 25	City wide cell phone service 12/29-1/28/2025	3,269.39
<b>709071 Total</b>							<b>3,269.39</b>
709072	2/11/2025	1154	VISION SERVICE PLAN - CA	12121787/001		Vision Insurance Premium-Feb 2025 Buy up Plan	850.90
				12121787/002		Vision Insurance Premium Feb 2025-Base Plan	99.10
<b>709072 Total</b>							<b>950.00</b>
709073	2/13/2025	5502	FRONTIER COMMUNICATIONS	9097997651	Feb 25	Phone costs 2/1-2/28/2025	54.43
<b>709073 Total</b>							<b>54.43</b>
709074	2/13/2025	5502	FRONTIER COMMUNICATIONS	9097990759	Feb 25	Phone costs 2/1-2/28/2025 Fire Station#252	58.79
<b>709074 Total</b>							<b>58.79</b>
709075	2/13/2025	5502	FRONTIER COMMUNICATIONS	9094785042	Feb 25	Phone costs Cole House Fire Alarm 2/4-3/3/2025	214.70
<b>709075 Total</b>							<b>214.70</b>
709076	2/13/2025	5502	FRONTIER COMMUNICATIONS	9097964692	Feb 25	Phone costs Corp Yard Intrusion 2/4-3/3/2025	114.95
<b>709076 Total</b>							<b>114.95</b>
709077	2/13/2025	7606	R & R ROOFING & WATERPROOFING, INC.	1582	1250319	Civic Center - Roof repair for multiple locations	20,000.00
<b>709077 Total</b>							<b>20,000.00</b>
709078	2/13/2025	3628	U.S. BANK CORPORATE PYMNT SYS	01222025NAlvizar		Postage for international address	23.40
				01222025MAtchison		Water filters for STA251 refrigerators	164.84
				01222025JLoeffert		Electronic Manual Making Subscription	75.00
				01222025MDingman		Virtual meeting for Society of Fire Prev.	25.00
				01222025BCorreia		Vet service - Spaying of feral cat	112.00
				01222025TIngalls		Car wash monthly srvs, SoCalFPO reg fee	117.97
				01222025KMacGavin		Computer/Monitor/Cable for Fin/GIS	1,592.29
				01222025DHarker		Fuel Enroute & Lodging for Eaton Fire	1,194.51
				01222025MMosqueda		CWEA Services	2,730.00
				01222025VPuentes		Trailer tires, car wash, misc parts, & park brake	807.25
				01222025Hreed		Tract maps, hotel for ESRI Conf, & format printer	919.17
				01222025JRodriguez		Concrete for pickleball lights	337.13
				01222025JCardoza		Trencher, sod cutter, & BB Clay	994.08
				01222025WScheffler		Yard tow & credit for deposit on mixer	337.13
				01222025SCampbell		Picket steel for storm drain project	98.20



VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709088	2/25/2025	7540	CARL WARREN & COMPANY LLC	CWC-2050797	1250553	Subrogation Recovery	207.54
<b>709088 Total</b>							<b>207.54</b>
709089	2/25/2025	7123	CHARTER COMMUNICATIONS HOLDINGS, LLC	231334701020125		2nd Fiber Line Acct#231334701 01/01-1/31	3,584.49
<b>709089 Total</b>							<b>3,584.49</b>
709090	2/25/2025	4397	CHEMPAK	AR001807	1250060	Toilet tissue & trash bags for parks	613.74
<b>709090 Total</b>							<b>613.74</b>
709091	2/25/2025	7460	CINTAS CORPORATION NO. 3	4220314670 4221053128	1250206	HazMat uniforms & shop towel rentals 2/6 HazMat uniforms & shop towel rentals 02/13	46.75 46.75
<b>709091 Total</b>							<b>93.50</b>
709092	2/25/2025	2309	CONSOLIDATED ELECTRIC DIST- SB	6903-1055985	1250066	Light fixture & photo cells	455.36
<b>709092 Total</b>							<b>455.36</b>
709093	2/25/2025	7591	CRICKET SCADA LLC	1606 1604 1605	1250571	AVEVA Renewals AVEVA Renewals AVEVA Renewals	3,858.25 1,380.00 1,380.00
<b>709093 Total</b>							<b>6,618.25</b>
709094	2/25/2025	7290	DANNY ELLIS	0001278517 0001278572	1250073	Dup key Key for FS #2	7.34 20.53
<b>709094 Total</b>							<b>27.87</b>
709095	2/25/2025	325	EWING IRRIGATION PRODUCTS	24774118	1250561	BB Field mound clay, home plates & pitch rubber	3,381.54
<b>709095 Total</b>							<b>3,381.54</b>
709096	2/25/2025	331	FAIRVIEW FORD SALES, INC.	241186 241166	1240482 1240485	F350 4x2 standard cab, XL, dump bed truck F350 with lift gate/stake bed	76,510.85 64,652.69
<b>709096 Total</b>							<b>141,163.54</b>
709097	2/25/2025	3197	KALMIKOV ENTERPRISES, INC	0102W20792	1250548	Various repairs for ME252 2017 Smeal Pumper	7,322.69
<b>709097 Total</b>							<b>7,322.69</b>
709098	2/25/2025	7286	GENUINE PARTS COMPANY	156861	1250089	Battery for mower	93.03
<b>709098 Total</b>							<b>93.03</b>

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709099	2/25/2025	389	GRAINGER, INC.	9386538327 91388478704 9394505995	1250090	Sandbags Sand bags Sand bags	35.91 53.87 35.91
<b>709099 Total</b>							<b>125.69</b>
709100	2/25/2025	7545	INLAND EMPIRE PLUMBING INC	INV1418 INV1420	1250552 1250558	Replace hand sink faucet at Sr Center Circulation pump replacement for 251STA water heat	465.23 883.46
<b>709100 Total</b>							<b>1,348.69</b>
709101	2/25/2025	1728	INLAND LIGHTING SUPPLIES, INC.	294084 293277 294084A	1250097 1250498 1250097	Exterior lights for Security LED Bollards for Anderson St by Digneo Park Light for water dept	217.50 15,442.14 108.75
<b>709101 Total</b>							<b>15,768.39</b>
709102	2/25/2025	4890	JOLYNN LINDE	02112025	1250542	Tree Removals west of 11641 Anderson near wires	9,800.00
<b>709102 Total</b>							<b>9,800.00</b>
709103	2/25/2025	503	JON'S FLAGS & POLES	F90829	1250100	CA Flags	288.19
<b>709103 Total</b>							<b>288.19</b>
709104	2/25/2025	1492	KIRK MAYO	D3 Cert		D3 Certificate fo K Mayo	90.00
<b>709104 Total</b>							<b>90.00</b>
709105	2/25/2025	557	LIFE ASSIST, INC.	1551594	1250106	Emergency medical supplies and equipment.	1,112.94
<b>709105 Total</b>							<b>1,112.94</b>
709106	2/25/2025	2045	LOMA LINDA HEATING & AIR CONDITIONING, INC.	16264215 16404121	1250237 1250107	Annual HVAC Svc Fire Station 1 & 2 HVAC service and maintenance Jan 2025	77.57 265.00
<b>709106 Total</b>							<b>342.57</b>
709107	2/25/2025	1733	LOWE'S COMPANIES, INC.	73762 88579 88619 78822 2-5-2025 14026 2-6-25 78822 81167 73736 93144 96061 78842	1250110	Red heads to bolt down benches @ Bailey Drill bits Drywall anchors Cleaning supplies & hooks, screws, spray paint Chainsaw chain and blade credit memo for chainsaw chain Couplings Vehicle cleaning Paint brush, paint, & rubber equip Lumber, water, & metal stakes Wall anchors	29.93 78.09 12.38 99.07 44.34 (30.97) 50.50 78.37 299.64 125.43 6.69



VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709115	2/25/2025	7176	ODP BUSINESS SOLUTIONS, LLC	405387193001 407493770001	1250117	Return wrong item delivered Pencils, pens, tissue, post-it notes	(18.52) 91.59
<b>709115 Total</b>							<b>73.07</b>
709116	2/25/2025	7581	OKLAHOMA SAFETY EQUIPMENT CO INC	BA10-015067	1250508	PRO+ model rupture disc	3,545.27
<b>709116 Total</b>							<b>3,545.27</b>
709117	2/25/2025	7282	ORKIN SERVICES OF CALIFORNIA, INC.	272412029 272411582 272411587 272411786 272412480	1250022 1250032 1250031 1250021 1250033	Pest control svcs for 10466 Richardson Feb 2025 Pest control services for the Corp Yard Feb 2025 Pest control for Civic Center & Library Feb 2025 Pest control svcs for Sr Center Feb 2025 Pest control services for 25964 Mission Feb 2025	73.00 106.00 178.00 80.00 178.00
<b>709117 Total</b>							<b>615.00</b>
709118	2/25/2025	5340	P N P OFFICE FURNITURE	10222	1250547	48 x 48 Presentation Board, Slate Grey	325.16
<b>709118 Total</b>							<b>325.16</b>
709119	2/25/2025	3380	PASCO	102227	1250556	Service call for Sr Center entry door	357.50
<b>709119 Total</b>							<b>357.50</b>
709120	2/25/2025	7287	PAYMENTUS CORPORATION	INV-15-159398	1250312	2024-2025 IVR Payment processing Jan 2025	1,310.98
<b>709120 Total</b>							<b>1,310.98</b>
709121	2/25/2025	6153	QUADIENT LEASING USA, INC.	Q1712269	1250270	2024-2025 Lease N23011855 postage machine	584.14
<b>709121 Total</b>							<b>584.14</b>
709122	2/25/2025	5772	QUINN COMPANY	PCI00038421 PCI00038420 PRI00005315	1250125	STA252 Hose connector for generator STA251 Hose connector parts for generator. STA252 Hose connector parts credit memo	73.34 78.51 (57.85)
<b>709122 Total</b>							<b>94.00</b>
709123	2/25/2025	5772	QUINN COMPANY	PCI00038419 PCA00478476	1250125	Richardson #3 generator Cab toggle & switches	359.28 260.66
<b>709123 Total</b>							<b>619.94</b>
709124	2/25/2025	7440	ROADSAFE TRAFFIC SYSTEMS, INC.	230334	1250132	Pickle ball signs	322.96
<b>709124 Total</b>							<b>322.96</b>

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709125	2/25/2025	451	SITEONE LANDSCAPE SUPPLY, LLC	149558428-001 149775213-001 149871055-001 149895849-001 149775854-001 149917208-001	1250138     1250565	Caution tape, outdoor controller, & battery Weed-barrier Irrigation parts Couplings & PVC Broom Fescue Seed & Fertilizer	232.61 317.16 112.19 114.54 44.49 4,213.00
<b>709125 Total</b>							<b>5,033.99</b>
709126	2/25/2025	7048	R&M PATOS TOOLS LLC	02132581900	1250568	Small tools for fleet shop	577.00
<b>709126 Total</b>							<b>577.00</b>
709127	2/25/2025	5849	ST FRANCIS ELECTRIC, LLC	22035384 22035383	1250216 1250215	Misc Traffic Signal Repairs Jan 2025 Annual Traffic Signal Maint. Contract Jan 2025	3,878.44 1,754.76
<b>709127 Total</b>							<b>5,633.20</b>
709128	2/25/2025	5561	STATEWIDE TRAFFIC SAFETY & SIGNS	13012793	1250140	Red paint & sign posts	603.30
<b>709128 Total</b>							<b>603.30</b>
709129	2/25/2025	7437	STEVEN MCDONNOLD	REIMB S MCDONNOLD		Reimbursement for workpants	29.34
<b>709129 Total</b>							<b>29.34</b>
709130	2/25/2025	6003	VEOLIA WTS SERVICES USA, INC.	903098474 903098473	1250194	STA252 Deionized wtr tank rental fees 2/1-4/30/25 STA251 Deionized wtr tank rental fees 2/1-2/28/25	110.03 91.70
<b>709130 Total</b>							<b>201.73</b>
709131	2/25/2025	102	SULZER	INV-00014092	1250539	250hp motor for Mt View Well #5 (CIP 23-665)	27,159.47
<b>709131 Total</b>							<b>27,159.47</b>
709132	2/25/2025	5206	SWRCB-DWOC	50963	1250554	D3 Re-exam fee for E. Herrera	70.00
<b>709132 Total</b>							<b>70.00</b>
709133	2/25/2025	5500	WEST COAST ARBORISTS, INC.	224629 225122	1250341	Reduction & pruning @ various locations Tree trimming/tree removal for the Streets Dept	6,615.00 15,130.00
<b>709133 Total</b>							<b>21,745.00</b>

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709134	2/25/2025	5473	WESTERN MUNICIPAL WATER DIST	2024-3603927 2024-3603955 2024-3603956 2024-3603719 2024-3603523	1250557	Groundwater Extraction & Diversion fees for 2024 Groundwater Extraction & Diversion fees for 2024 Groundwater Extraction & Diversion fees for 2024 Groundwater Extraction & Diversion fees for 2024 Groundwater Extraction & Diversion fees for 2024	1,287.60 290.72 1,178.97 610.03 1,349.31
<b>709134 Total</b>							<b>4,716.63</b>
709135	2/25/2025	1622	WILLDAN FINANCIAL SERVICES	0110-61103	1250563	Tract 20417 & 20422 Maps	8,500.00
<b>709135 Total</b>							<b>8,500.00</b>
<b>Grand Total</b>							<b>\$ 1,050,980.24</b>



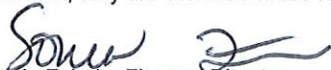
CITY OF LOMA LINDA  
VOUCHER LIST  
2/25/2025

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
903154	1/21/2025	454	MissionSquare	2025012100903154		457 Plan Contributions-12/29/2024 through 01/11/2025	\$21,547.11
						Total Wires	\$21,547.11
						Total Checks (Total from previous page):	\$1,050,980.24
						Grand Total =	<u>\$1,072,527.35</u>

PAYROLL: 02/13/2025 \$425,830.19

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check 709062 through 709135 and wire nos. 903154 for a total disbursement of \$1,072,527.35 and to the best of my knowledge, based on the information provided, they are correct and are recommended for payment.

  
Sonia Fabela, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on March 11, 2025 and the City Treasurer is hereby to pay except as noted.

Phillip Dupper, Mayor



**CITY OF LOMA LINDA**  
**VOUCHER LIST**  
**3/11/2025**

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709136	2/20/2025	5502	FRONTIER COMMUNICATIONS	9097998064 Feb 25		Phone costs 02/10-03/09/2025	52.62
<b>709136 Total</b>							<b>52.62</b>
709137	2/20/2025	7486	JACOB GREEN & ASSOCIATES, INC.	2873	1250427	Emergency Management Exercise Consulting	19,400.00
<b>709137 Total</b>							<b>19,400.00</b>
709138	2/20/2025	5144	JAMES D. HUSS JR.	24013 24012 24011 24010 24014 24015	1250154	Weed abatement for APN 028406202 Weed abatement for APN 028406513. Weed abatement for APN 028433510. Weed abatement for APN 028449510 Weed abatement for APN 029213206. Weed abatement for APN 028326119.	210.00 210.00 210.00 210.00 310.00 1,268.00
<b>709138 Total</b>							<b>2,418.00</b>
709139	2/20/2025	1245	SO CALIF EDISON	700228421001 Jan 25 700921912191 Jan 25 700919909648 Jan 25 700919913385 Jan 25 700920012106 Jan 25 700920661497 Jan 25		Electricity costs 1/11-2/10/2025 Electricity costs 1/11-2/10/2025 Electricity costs 1/11-2/10/2025 Electricity costs 1/11-2/10/2025 Electricity costs 1/11-2/10/2025 Electricity costs 1/3-2/10/2025	196.26 583.34 464.38 106.34 35.86 3,995.18
<b>709139 Total</b>							<b>5,381.36</b>
709140	2/27/2025	7123	CHARTER COMMUNICATIONS HOLDINGS, LLC	188776701020725	1250242	Acct 188776701 City Hall 2/10-3/09/2025	53.42
<b>709140 Total</b>							<b>53.42</b>
709141	2/27/2025	7123	CHARTER COMMUNICATIONS HOLDINGS, LLC	188772001021425	1250168	Srvc STA252 Acct 188772001 2/14/25-3/13/25	34.72
<b>709141 Total</b>							<b>34.72</b>
709142	2/27/2025	7123	CHARTER COMMUNICATIONS HOLDINGS, LLC	188776801021425	1250168	Srvc STA251 Acct 188776801 2/18- 3/17/25	137.61
<b>709142 Total</b>							<b>137.61</b>
709143	2/27/2025	5375	LEVEL 3 COMMUNICATIONS, LLC	720655909	1250219	Bandwidth Service 1/17-02/16/25 #260960	4,786.77
<b>709143 Total</b>							<b>4,786.77</b>
709144	2/27/2025	5375	LEVEL 3 COMMUNICATIONS, LLC	724202119	1250161	VoiP Services Feb 2025 #27247	526.11
<b>709144 Total</b>							<b>526.11</b>

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709145	2/27/2025	5375	LEVEL 3 COMMUNICATIONS, LLC	724691802		Bandwidth Service 02/17-03/16/25 #260960	4,786.77
<b>709145 Total</b>							<b>4,786.77</b>
709146	2/27/2025	7053	MARLIN BUSINESS BANK	21671526	1250262	Printer lease agreement FY 24/25 Feb	3,245.85
<b>709146 Total</b>							<b>3,245.85</b>
709147	2/27/2025	4413	PHIL DUPPER	1-27-25P.Dupper Reim		LOCC Conf Reim Transportation	841.84
<b>709147 Total</b>							<b>841.84</b>
709148	2/27/2025	7450	R & J CONSTRUCTION LLC	294	1250529	Curtis Fisk House flooring	9,795.00
<b>709148 Total</b>							<b>9,795.00</b>
709149	2/27/2025	7614	ROSS-CAMPBELL, INC.	25-3820-3	1250605	SB1383Organics social media ads targeting resident	7,339.79
<b>709149 Total</b>							<b>7,339.79</b>
709150	2/27/2025	4826	RAMON SAMILEY	03012025		Donation for the DJ svc for Senior Center 03/01	100.00
<b>709150 Total</b>							<b>100.00</b>
709151	2/27/2025	7083	SELF INSURED SERVICES COMPANY	16083 Life 16083		Life Insurance Premium Feb 2025 Life and Disability Insurance Premium Feb 2025	530.09 4,348.63
<b>709151 Total</b>							<b>4,878.72</b>
709152	2/27/2025	7413	SYNOPTEK, LLC	1258085	1250184	SecurityOperations Center(SOC)/ITaaS 2024-2025Jan	16,238.39
<b>709152 Total</b>							<b>16,238.39</b>
709153	2/27/2025	7413	SYNOPTEK, LLC	1259502	1250184	SecurityOperationsCenter(SOC)/ITaaS2024-2025Feb	16,238.39
<b>709153 Total</b>							<b>16,238.39</b>
709154	3/6/2025	1730	AFLAC	036766		AFLAC INSURANCE PREMIUM-February 2025	1,705.57
<b>709154 Total</b>							<b>1,705.57</b>
709155	3/6/2025	4197	C.A.P.F.	March 2025 Billing		Long Term Disability-March 2025	855.50
<b>709155 Total</b>							<b>855.50</b>
709156	3/6/2025	5502	FRONTIER COMMUNICATIONS	9097963838 Mar 25		Phone costs 2/22-3/21/2025	180.34
<b>709156 Total</b>							<b>180.34</b>
709157	3/6/2025	5502	FRONTIER COMMUNICATIONS	9097997257 Mar 25		Phone costs Corp Yard Fire Alarm 2/19-3/18/2025	52.62
<b>709157 Total</b>							<b>52.62</b>
709158	3/6/2025	1245	SO CALIF EDISON	700919945115 Jan 25		Electricity costs 01/03-02/10/2025	2,375.81
<b>709158 Total</b>							<b>2,375.81</b>



VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709170	3/11/2025	7560	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	0946-1101371	1250362	Retrofit LED lights	5,810.31
<b>709170 Total</b>							<b>5,810.31</b>
709171	3/11/2025	5762	CORE & MAIN LP	W379375 W499371 W402554	1250402 1250069	Water meter lids Flag pipe, ring, bolts & nuts Barrel lock	5,664.42 734.13 226.28
<b>709171 Total</b>							<b>6,624.83</b>
709172	3/11/2025	1173	COUNTY OF SAN BERNARDINO	30614	1250355	ITD Radio Access and Maintenance Jan 2025	2,676.48
<b>709172 Total</b>							<b>2,676.48</b>
709173	3/11/2025	5673	CR&R	JAN 2025		Refuse payments collected January 2025	121,981.45
<b>709173 Total</b>							<b>121,981.45</b>
709174	3/11/2025	7584	CSG CONSULTANTS, INC	59706 60157	1250513	MDA20240025 ProfSvs 11.30_12.27 Nursing MDA20240025 ProfSvs 12.28_1.31 Nursing	7,655.00 16,179.50
<b>709174 Total</b>							<b>23,834.50</b>
709175	3/11/2025	6048	DAN HARKER	MastersOrgLrd-Harker		Tuition reimb - Masters Organization Lrdsp classes	5,000.00
<b>709175 Total</b>							<b>5,000.00</b>
709176	3/11/2025	7290	DANNY ELLIS	0001278740	1250073	Padlock, bolt snap, & materials for Meter Dept	529.83
<b>709176 Total</b>							<b>529.83</b>
709177	3/11/2025	7366	DENNIS GRUBB & ASSOCIATES	002-33786	1250203	Fire Prevention Plan Check Services Feb 2025	3,053.80
<b>709177 Total</b>							<b>3,053.80</b>
709178	3/11/2025	5593	DINOSAUR TIRE & ROAD SRVS, INC.	131235	1250074	Tire services	2,401.13
<b>709178 Total</b>							<b>2,401.13</b>
709179	3/11/2025	7262	DREAMSEATS, LLC	4777116	1250559	STA252 replacement recliner	1,312.27
<b>709179 Total</b>							<b>1,312.27</b>
709180	3/11/2025	1256	ELROD FENCE CO., INC.	20933	1250076	Latches & hinges	189.53
<b>709180 Total</b>							<b>189.53</b>
709181	3/11/2025	1302	ESRI, INC.	94906221	1250549	ArcGIS online viewer annual subscription 2025	2,150.00
<b>709181 Total</b>							<b>2,150.00</b>
709182	3/11/2025	1521	FACILITIES PROTECTION SYSTEMS	90002 90280 90278 90314	1250079 1250525 1250526 1250079	Sr Center Fire Alarm Svc Call Heritage House Fire Sprinkler 5-Year Test Civic Center Fire Sprinkler 5-Year Test Sprinkler head repair @ Sr Ctr	380.00 2,400.00 3,370.00 1,012.14



VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709191	3/11/2025	453	ICEMA	25-121	1250606	Annual ALS certification and admin fee FY24/25	3,200.00
<b>709191 Total</b>							<b>3,200.00</b>
709192	3/11/2025	7545	INLAND EMPIRE PLUMBING INC	INV1431	1250607	Backflow testing at Senior Center	665.37
				INV1430	1250609	Remove-replace shower trim kit & shower handheld	473.22
<b>709192 Total</b>							<b>1,138.59</b>
709193	3/11/2025	4896	INTERFACE SECURITY SYSTEMS, LLC	20862261	1250019	Alarm monitoring Sr Center & Heritage Park	460.62
<b>709193 Total</b>							<b>460.62</b>
709194	3/11/2025	7538	J. OROZCO ENTERPRISES, INC.	28631	1250289	Landscape Maintenance in the LMD Area Feb	26,880.77
<b>709194 Total</b>							<b>26,880.77</b>
709195	3/11/2025	6071	KELLERMEYER BERGENSONS SERVICE	INVS049269	1250196	Janitorial Svc for City bldgs & Cole House Mar	8,430.37
<b>709195 Total</b>							<b>8,430.37</b>
709196	3/11/2025	7616	LENNAR HOMES	23861		UB 1000000166 10830 BRYN MAWR	87.06
<b>709196 Total</b>							<b>87.06</b>
709197	3/11/2025	557	LIFE ASSIST, INC.	1555708	1250106	Emergency medical supplies and equipment.	188.80
<b>709197 Total</b>							<b>188.80</b>
709198	3/11/2025	1933	LILBURN CORPORATION	25-0199	1250515	Zanja Heritage PPD P21-247 12/30-1/26	10,607.50
				24-1249		Zanja Heritage PPD P21-247 11/4-12/1/2024	12,260.00
				25-0232		Zanja Heritage PPD P21-247 1/27-2/23/2025	8,025.00
<b>709198 Total</b>							<b>30,892.50</b>
709199	3/11/2025	568	LOMA LINDA CHAMBER OF COMMERCE	1037	1250020	Contribution to the Chamber of Commerce FY 24/25	12,500.00
				1024	1250610	Annual Installation Dinner fire Staff fees	900.00
<b>709199 Total</b>							<b>13,400.00</b>
709200	3/11/2025	2045	LOMA LINDA HEATING & AIR CONDITIONING, INC.	17981722	1250234	HVAC Maint for 6 Well Pump Sites R5 2 Qtr	83.04
				17982361		HVAC Maint for 6 Well Pump Sites Mt View 3 2nd QTR	83.05
				17983767		HVAC Maint for Mt View 6 2nd QTR	158.98
				17984279		HVAC Maint for R #6 2nd QTR	76.03
				17984156		HVAC Maint for R3 2nd Qtr	76.03
				17994519	1250233	HVAC Annual Service - Senior Center 2nd QTR	211.83
				17937815	1250527	4 Ton air handler with heat pump for server room	9,206.17
<b>709200 Total</b>							<b>9,895.13</b>
709201	3/11/2025	1733	LOWE'S COMPANIES, INC.	95976 2-13-25	1250110	Rowel rods	69.87
				77947		Steel stakes	69.75
				77951		Grabber tool	13.41
				75555		Wall anchors for City Hall	10.31





VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709223	3/11/2025	3698	SCOTT ZEHM	02192025	1250007	City Hall Fountain Maintenance Svc February 2025	150.00
<b>709223 Total</b>							<b>150.00</b>
709224	3/11/2025	6137	SILVERSTRAND TECHNOLOGIES, INC.	170131	1250023	RTP & Corp Yard Security Alarm Monitoring Mar 2025	49.98
<b>709224 Total</b>							<b>49.98</b>
709225	3/11/2025	451	SITEONE LANDSCAPE SUPPLY, LLC	150051430-001	1250138	ProMax & manure	109.47
				150040155-001		PVC Coupling	378.23
				150033404-001		Bait applicator	197.44
				149927339-001		Wireless controller for irrigation	733.83
				150160062-001		Reaching tool	115.55
				149917623-001		Drop spreader	1,246.72
				150250027-001		Hat, PVC elbow, coupling, & expansion	149.80
<b>709225 Total</b>							<b>2,931.04</b>
709226	3/11/2025	5357	SONSRAY MACHINERY, LLC	SWO068981-1	1250587	Repair of 570N EP 4WD T4	904.86
<b>709226 Total</b>							<b>904.86</b>
709227	3/11/2025	1796	STILES ANIMAL REMOVAL, INC.	4352	1250584	Pick up of dead pig 4/10/2024	80.00
<b>709227 Total</b>							<b>80.00</b>
709228	3/11/2025	6003	VEOLIA WTS SERVICES USA, INC.	903114459	1250194	Deionized water tank rental STA251	692.56
<b>709228 Total</b>							<b>692.56</b>
709229	3/11/2025	1708	SUN BADGE CO.	422194	1250448	Community Risk Reduction badges (3)	453.04
<b>709229 Total</b>							<b>453.04</b>
709230	3/11/2025	2127	T. JARB THAIPEJR	Reimb 021825		Reim for CM Conf lodging	1,405.38
<b>709230 Total</b>							<b>1,405.38</b>
709231	3/11/2025	5436	TAFOYA & ASSOCIATES	3108	1250541	Replace unleaded fuel pump at Corp Yard	3,258.75
<b>709231 Total</b>							<b>3,258.75</b>
709232	3/11/2025	6269	TESS ELECTRIC INC.	1572	1250145	Svc call @ R #6 1 MG Res	660.00
<b>709232 Total</b>							<b>660.00</b>
709233	3/11/2025	7199	THE LLOYD PEST CONTROL CO, INC.	8748363	1250198	Gopher control svcs for BB Fields Feb 2025	300.00
				8746710		Gopher control svcs for Hulda Crooks Feb 2025	326.00
				8753527		Gopher control svcs for Elmer Digneo Feb 2025	200.00
				8754427		Gopher control svcs for Bailey Pk Feb 2025	216.00
				8747956		Gopher control svcs for Bryn Mawr Pk Feb 2025	200.00
				8747876	1250028	Gopher control services for Civic Center Feb 2025	300.00
<b>709233 Total</b>							<b>1,542.00</b>

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	Amount
709234	3/11/2025	4936	TRAFFIC MANAGEMENT, INC.	06-113407	1250148	No Trespassing & Surveillance signs	396.94
<b>709234 Total</b>							<b>396.94</b>
709235	3/11/2025	1854	UNDERGROUND SERVICE ALERT OF	24-252738	1250001	Dig Alert State Regulatory Fee Feb 2025	32.27
				220250158	1250010	Dig Alert Tickets Feb 2025	85.85
<b>709235 Total</b>							<b>118.12</b>
709236	3/11/2025	4030	US TRONICS	M-12267-JA25	1250205	Satellite phone service Jan 2025	209.85
<b>709236 Total</b>							<b>209.85</b>
709237	3/11/2025	4783	VECTOR SOLUTIONS	INV110690	1250471	OSHA Mandated training and tracking (Target Soluti	2,865.00
<b>709237 Total</b>							<b>2,865.00</b>
709238	3/11/2025	1977	VULCAN MATERIALS	2755906	1250152	Agg & Asphalt	314.91
				2760430		Agg & Asphalt	1,511.89
				2797160		A/C Patch for Laurel St	112.56
<b>709238 Total</b>							<b>1,939.36</b>
709239	3/11/2025	3770	WALTERS WHOLESALE ELECTRIC CO	S127326222.001	1250593	2" 90 degree elbow & steel coupling	37.39
<b>709239 Total</b>							<b>37.39</b>
709240	3/11/2025	7024	WHITE CAP	50030051742	1250155	Rain gear	382.89
<b>709240 Total</b>							<b>382.89</b>
709241	3/11/2025	1917	WILBUR E & JUNE PURVIS	14331	1250156	Bolt	2.69
				14384		Labor for sharpening chains	168.00
				14391		Labor for adjusting oiler	40.00
				14390		Spark plug & fuel filter	61.15
				14361		Choke control knob & labor	48.62
				15336		Labor for sharpening chains	108.00
<b>709241 Total</b>							<b>428.46</b>
709242	3/11/2025	3968	WINZER FRANCHISE CORPORATION	3050478	1250158	Nuts and bolts	122.42
<b>709242 Total</b>							<b>122.42</b>
<b>Grand Total</b>							<b>\$ 919,057.77</b>



**CITY OF LOMA LINDA**  
**VOUCHER LIST**  
**3/11/2025**

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
341287	02/06/2025	454	MissionSquare	2025020600341287		457 Plan Contributions-01/12/2025 through 01/25/2025	\$12,532.58
872034	02/18/2025	454	MissionSquare	2025021800872034		457 Plan Contributions-01/26/2025 through 02/08/2025	\$27,907.80
102838920	02/11/2025	771	PERS	1002838920/21/22/23		Retirement Contributions-12/29/2024 through 01/11/2025	\$76,435.40
102847958	02/25/2025	771	PERS	1002847958/59/60/61		Retirement Contributions-01/12/2025 through 01/25/2025	\$64,601.44
102832058	2/7/2025	773	PERS	1002832058		Health Insurance Premium-February 2025	\$78,388.93
Total Wires							\$259,866.15
Total Checks (Total from previous page):							\$919,057.77
<b>Grand Total =</b>							<b><u>\$1,178,923.92</u></b>

PAYROLL: 02/27/2025 \$444,452.60

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check 709136 through 709242 and wire nos. 341287, 872034, 102838920, 102847958 and 102832058 for a total disbursement of \$1,178,923.92 and to the best of my knowledge, based on the information provided, they are correct and are recommended for payment.

Sonia Fabela, Finance Director

Recommend that City Council approve for payment.

T. Jarb Thaipejr, City Manager

Approved by the City Council at their meeting held on March 11, 2025 and the City Treasurer is hereby to pay except as noted.

Phillip Dupper, Mayor



**B. Approval of Minutes February 11, 2025 [City Clerk]**

Meeting	Agenda Group
Tuesday, March 11, 2025, 7:00 PM	Consent Calendar Item: 3B.
To	From
City Council	Lynette Arreola, City Clerk

**RECOMMENDATION:**

Approve the minutes of February 11, 2025.

**Attachments**

[Regular City Council-02-11-2025-minutesDraft.pdf](#)

## CITY COUNCIL REGULAR MEETING MINUTES

25541 Barton Road, Loma Linda, CA 92354

February 11, 2025, 5:30 PM - February 11, 2025, 9:45 PM

**Roll Call:** *(The following members were in attendance)*

- **Phillip Dupper**, Mayor
- **Ronald Dailey**, Mayor pro tempore
- **Ovidiu Popescu**, Councilmember
- **Rhodes Rigsby**, Councilmember
- **Rhonda Spencer-Hwang**, Councilmember

### 1. Call to Order

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**1A. Call to Order-** 5:30 PM

**1B. Roll Call-**

All Councilmembers present.

Staff present: T. Jarb Thaipejr, City Manager; Diane Robbins, City Attorney; Lynette Arreola, City Clerk; Sonia Fabela, Finance Director; Dan Harker, Fire Chief; Lorena Matarrita, Community Development Director; Andy Ramirez, Assistant City Manager, Andrew Sanchez. Customer Support Technician; and Lt. Kaysie Smith, San Bernardino County Sheriff's Department

**1C. Workshop - 5:30 pm - EOC Emergency Operations Training in the Community Room [Jacob Green and Associates]-** 5:30 PM

The City Council attended an Emergency Operations Training for Elected Officials given by Jacob Green & Associates.

**1D. Invocation and Pledge of Allegiance - Councilmember Spencer-Hwang-** 7:06 PM

The Invocation and Pledge of Allegiance was led by Councilmember Spencer-Hwang.

**1E. Items to be Added or Deleted-** 7:07 PM

No items were added or deleted.

**1F. Oral Reports/Public Participation - Non-Agenda Items (Each Speaker limited to 3 minutes. Pursuant to the Brown Act, no action or discussion can be taken by City Council)-** 7:07 PM

Milford Harrison, Board Member of the San Bernardino Valley Water District, invited the Council to attend a Ribbon Cutting Ceremony on February 20, 2025, at 9:00 am for the \$50 Million Enhanced Recharge Project. He would provide location maps of the event to Council.

Andrea De Leon thanked the Council for attending the Chamber Installation Dinner on January 30, 2025. She acknowledged and congratulated the award recipients, which were: T Jarb Thaipejr - Citizen of the Year; CR&R - Business of the Year; Kyle Mac Gavin - City Employee of the Year; Deputy Roger Alfaro - Deputy of the Year; and Roland Blackiston - Firefighter of the Year.

## **1G. Conflict of Interest Disclosure- 7:12 PM**

No items.

## **2. Scheduled and Related Items**

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### **2A. Presentation by Southern California Edison (SCE) by Mark Cloud- 7:12 PM**

Mayor pro tempore Ronald Dailey stated that he spoke Mr. Cloud last month during the devastating fires and invited him to present at the City Council meeting to discuss SCE's mitigations on the power shutoffs.

Mike Cloud, Southern California Edison (SCE), gave a presentation on SCE's Wildfire Mitigation, discussing the various state and federal Commissions and California Legislature that they are regulated by. He reviewed the legislation regulations related to wildfires: SB 901, AB 1054 and the annual safety updates from CPUC Wildfire Mitigation Plan. He discussed California's wildfire issues, SCE's Wildfire Mitigation efforts that include grid hardening, advanced technology for fire prevention, Public Safety Power Shutoffs (PSPS), vegetation management around powerlines and new technologies to detect fire risks. He provided an overview of the operations of their Emergency Operations Center, the Community Resource Centers and their Resource incentives and rebate programs. He stated that he serves as the liaison to local government officials. During power shutoffs, he kept city and elected officials informed about broad matters, such as the types of circuits affected, rather than specific outage and restoration times. He also mentioned that they continuously learn from past events, including the fires in January. After every major event, their team conducts a follow-up review, known as a "Hotwash," to assess areas for improvement and potential changes. He discussed that they must work to commit to effectively improve communication. He concluded reiterating SCE's commitment to wildfire prevention and grid safety, the resources of portable generators and power station rebates for residents. He invited the public to visit their wildfire safety website and to sign up for the alerts.

Discussion ensued relating to the Public Safety Power Shut Offs. Mr. Cloud provided an overview of operations, noting the hundreds of miles of interconnected electrified circuits. He explained that if an area is identified as being at high fire risk, SCE will de-energize the affected circuit. However, unless they can surgically isolate the outage through a process called sectionalizing, everyone connected to that circuit will also lose power. He noted that SCE is actively working to improve this technology to minimize widespread impacts. He encouraged the public to sign up on their portal for SCE communication, especially those with health issues and medical equipment. He also encouraged residents to be prepared for PSPS.

Councilmember Popescu commended SCE for their email communication. Mayor pro tempore Dailey thanked Mr. Cloud for his presentation.

### **2B. Presentation on Local Tobacco Prevention Efforts by Monika Gracian from California Health Collaborative- 8:58 PM**

Monika Gracian, Director of Program Services with the California Health Collaborative, thanked Councilmember Spencer-Hwang for the invitation to speak. She introduced Patricia Lopez, Program Manager California Health Collaborative San Bernardino County. She noted that they will speak on local tobacco prevention efforts and local data. She gave a brief description of the California Health Collaborative. She briefly reviewed State Policies pertaining to tobacco prevention efforts that include: Stop Tobacco Access to Kids Enforcement (STAKE); SB 793 and AB 935 that involve e-cigarettes, vaping devices and flavored tobacco products and the enforcement of these policies. She gave an overview of the new Tobacco laws, AB 3218 and SB 1230, that focused on

strengthening and initiating enforcement for prohibited flavored tobacco products that went into effect January 1, 2025 and fully implemented no later than December 31, 2025. She added that these two laws strengthen and increased fines in the STAKE ACT. She presented images of trending items that resemble toys, school supplies, or electronic devices, pointing out that the products contain nicotine. She noted that there are 11 licensed tobacco retailers in Loma Linda. In 2022, they conducted a decoy operations at these retailers, having individuals under 21 years of age attempt to purchase tobacco products. The results showed that five out of nine stores did so. She also reviewed the findings of a Public Opinion Poll they conducted. She discussed options for local jurisdictions to adopt a Tobacco Retail License (TRL) Ordinance to regulate retailers to maintain compliance with current laws, pay license fees, and allow local agencies to conduct enforcement. She concluded with a spreadsheet of Local Tobacco Grades.

Councilmember Spencer-Hwang thanked Ms. Gracian to the information. Councilmember Popescu asked if they have a similar advocacy group with cannibals. Ms. Gracian stated that while their focus is on tobacco and nicotine products, they are aware there is an intersection with cannabis. Discussion ensued regarding where the devices are manufactured. She stated that it can be difficult where the manufacturer are located, but noted that the new laws can penalize the manufacturers and distributors. There was continued discussion on enforcement of the policies.

Isreal Fuentes, Chair for the Coalition for a Tobacco-Free San Bernardino County, Board Member and Clerk for Colton Joint Unified School District and Community Liasson for Young Visionaries, noted that the Coalition is made up of organization, governmental agencies and volunteers who share a passion for promoting a healthy, tobacco free lifestyle. He spoke in favor of the presentation and encouraged the City to consider adopt a Tobacco Retail License ordinance. He provided a packet of information to each Councilmember. Laura Cortes, Senior at Redlands High School supports a Tobacco Retail License Ordinance. Anna B. Peterson, Tobacco Control Researcher and a member of the Cancer Center Transdisciplinary Tobacco Research Program, discusses her research and the negative impact of tobacco. She stated that this is a pediatric disease. She supports the City take a stand and adopt an ordinance.

## **2C. Public Hearing - Council Bill #R-2025-02 - A Resolution for the Fall 2024 Weed Abatement Program Establishing Liens and Assessments on the Properties [Fire]- 9:09 PM**

Public Hearing was opened at 8:56 PM and closed at 8:57 PM

Fire Marshal Ingalls presented the report, outlining the Fall Weed Abatement Program, including the inspection process, notifications for property owners to clear vegetation, and the steps taken when vegetation is not removed by the deadline. The City arranges for a contractor to complete the cleanup and bills the homeowner for the clean up costs. If unpaid, the costs are brought to Councils to authorize establishing liens and assessment on the property's tax roll for repayment. He added that the report includes five unpaid weed abatement invoices from the Spring 2024 Weed Abatement Program that were not submitted to the City by the established deadline.

Motion by Rhodes Rigsby, seconded Rhonda Spencer-Hwang, passing by a vote of 5-0-0-0, to Adopt Council Bill #R-2025-02, Resolution No. 3241 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, ADOPTING A REPORT AND STATEMENT OF EXPENSES FOR THE FALL 2024 WEED ABATEMENT PROGRAM AND IMPOSING A LIEN UPON PROPERTY FOR PAYMENT THEREFOR

## **2D. Joint Meeting of the City Council and Housing Authority Board Regarding the 2024-25 Mid-Year Budget [Finance]- 9:09 PM**

The Mayor called to order the Housing Authority Board for the Joint Meeting with the City Council.

Sonia Fabela, Finance Director, presented the 2024-2025 Mid-Year Budget Review, reviewing the General Fund Revenue changes with the Total General Fund of \$1,745,500; the General Fund Expenditure changes with a total General Fund Expenditure Changes of \$2,136,800, the Summary of Changes in Fund Balance by Fund Type with a Beginning Fund Balance of \$20,301,373 that includes the General Fund Assigned and Committed funds and the Ending Fund Balance of \$19,324,773; General Fund Budgeted Uses of Funds graph; Other Revenue Changes with Total Sewer Fund of \$319,900, Total LLCCP Fund of \$10,400, Total Water Funds of \$342,300 and Total Other Funds of \$3,023,300 with Total City changes including General Fund to Revenues of \$5,441,400; Other Expenditure Changes with a Total City Expenditure Changes of the Enterprise Funds, Special Revenues, Special Districts, Capital Funds and Housing Authority was \$2,884,000; Summary of Changes in Fund Balance of Fund Type with the Beginning Fund Balance of the Enterprise Capital Funds of \$2,167,065 and the Ending Fund Balance of \$2,978,365; and Summary of Changes in Fund Balance by Fund Type with the Beginning Fund Balance of \$53,853,963 and the Ending Fund Balance of \$58,323,363. In conclusion, Finance Director Fabela recommended City Council approve a Net Increase in city-wide revenues of \$5,441,400 and Net increase in city-wide expenditures of \$2,884,000. She thanked all the departments in assisting in putting together funds.

A discussion followed regarding the projected decrease in property tax and sales tax revenues. Mayor Pro Tempore Dailey expressed concern over the reduction in city revenue and the possibility of the trend continuing. He also commended Councilmember Spencer-Hwang for her efforts with the Revenue Generating Committee. Finance Director Fabela concurred with Mayor Pro Tempore Dailey's concerns.

Motion by Ronald Dailey, seconded Ovidiu Popescu, passing by a vote of 5-0-0-0, to Approve the 2024-2025 Mid-Year Budget with the net increase in city-wide revenues of \$5,441,400 and a net increase in city-wide expenditures of \$2,884,000 as recommended by staff.

### **3. Consent Calendar**

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Motion by Ovidiu Popescu, seconded Rhodes Rigsby, passing by a vote of 5-0-0-0, to Approve the Consent Calendar as submitted.

#### **3A. Demands Registers January 28 and February 11, 2025 [Finance]- 9:30 PM**

Approved the Demands Registers dated January 28, 2025, with commercial demands totaling \$2,118,609.23, and Payroll dated January 16, 2025, totaling \$433,750.21; and February 11, 2025, with commercial demands totaling \$2,157,742.44, and Payroll dated January 30, 2025, totaling \$407,583.50.

#### **3B. Approval of Minutes January 14, 2025 [City Clerk]- 9:30 PM**

Approved the minutes of January 14, 2025, as submitted.

#### **3C. Treasurer's Report - January 2025 [Finance]- 9:30 PM**

Accepted the January 2025 Treasurer's Report for filing.

#### **3D. Fire Department's Activity Report - January 2025 [Fire]- 9:30 PM**

Accepted the January 2025 Fire Department's Activity Report for filing.

#### **3E. Award Contract to LCR Earthwork & Engineering Corp. for \$230,327.00 for Pavement Rehabilitation at Beaumont Ave. (CIP 24-124) [Public Works]- 9:30 PM**

Awarded contract to LCR Earthwork & Engineering Corp for \$230,327.00 as recommended by staff.

**3F. Appropriate \$50,000 from Water Fund Balance then Award a Contract to Tess Electric for \$46,207.00 to Purchase and Install a Variable Frequency Drive (VFD) at Richardson Well No. 5 [Public Works]- 9:30 PM**

Appropriated the \$50,000 from the Water Fund Balance and Awarded the contract to Tess Electric for \$46,207.00 as recommended by staff.

**3G. Award Contract to Dennis Grubb and Associates for \$50,000 for Fire Department Plan Check Services [Fire]- 9:30 PM**

Awarded contract to Dennis Grubb & Associates for \$50,000 as recommended by staff.

**3H. Council Bill #R-2025-03 - A Resolution Approving an Amendment to the City Classification Plan and Salary Schedule [Human Resources]- 9:30 PM**

Adopted Council Bill #R-2025-03 - Resolution No. 3242

RESOLUTION NO. 3242

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, APPROVING AMENDMENT TO THE CITY CLASSIFICATION PLAN AND SALARY SCHEDULE.

**3I. Update to the Treatment Plant Operator II Class Specification to Reflect Revised Duties and Qualifications [Human Resources]- 9:30 PM**

Approved the Update to the Treatment Plant Operation II Class Specifications as recommended by staff.

**3J. City Council 2025 Calendar Year Meeting Schedule [City Clerk]- 9:30 PM**

Approved the 2025 City Council meeting schedule.

**4. Old Business**

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No items were scheduled.

**5. New Business**

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**5A. Consider taking action to merge the Trails Development Committee into the Parks, Recreation and Beautification Committee to meet quarterly [City Manager]- 9:31 PM**

City Manager Thaipejr explained that, in the past few year, the City has had challenges achieving quorums with the two committees. He noted that there are vacancies on both committees that they have had difficult filling. The City believes that the Trails Development Committee has successfully achieved its objectives, but their objectives are related and can be handled by the Parks Recreation and Beautification Committee. He recommended to merge the Committees and invite the members to be on the Parks Recreation and Beautification Committee. He noted that he has presented this to both committees and received support to their recommendation.

Motion by Ronald Dailey, seconded Rhodes Rigsby, passing by a vote of 5-0-0-0-0, to Approve the merge of the Trails Development Committee with the Parks, Recreation and Beautification Committee as recommended by staff.

**6. Reports**

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**6A. Reports of Council Members- 9:35 PM**

Councilmember Popescu shared that he had the pleasure of meeting with Field Representative Ulysses Nera on behalf of Assemblyman Robert Garcia. Mr. Nera introduced himself to the City Council and mentioned that he had

discussed key priorities for the City with Councilmember Popescu. He also expressed his willingness to meet with any of the Councilmembers.

Councilmember Spencer-Hwang provided an update on the Revenue-Generating Committee, stating that they looked at the City's past and future. She noted that the Committee discussed the City's weaknesses and strengths of the community; that they discussed the opportunities for the community and some of the threats. She noted that the next step would be to meet with the City Manager and the Assistant City Manager to develop strategies. She noted that they would scale down on the committee and meet with key individuals to determine strategies and how to embrace the wellness identity. Mayor pro tempore Dailey commended Councilmember's Spencer-Hwang for her efforts moving forward establishing this committee.

#### **6B. Reports Of Officers- 9:45 PM**

City Manger Thaipejr introduced Assistant City Manager Andy Ramirez. Assistant City Manager Ramirez introduced himself and stated that he was looking forward to working with the City Council.

#### **7. Adjournment**

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The meeting adjourned at 9:45 pm.



**C. Treasurer's Report - February 2025 [Finance]**

Meeting	Agenda Group
Tuesday, March 11, 2025, 7:00 PM	Consent Calendar Item: 3C.
To	From
City Council	Sonia Fabela, Finance Director

**RECOMMENDATION:**

It is recommended that the City Council receive the report for filing.

**Attachments**

[Feb 2025 TREAS REPORT.pdf](#)

**CITY OF LOMA LINDA**  
**COMPOSITION OF CASH**  
**February 2025**

**DEMAND DEPOSIT ACCOUNTS**

CITY - BANK OF AMERICA - MAIN CHECKING ACCOUNT	\$	1,519,413.30
Outstanding Checks as of month-end		(373,736.45)
<b>CITY - MAIN CHECKING ACCOUNT AVAILABLE BALANCE</b>	<b>\$</b>	<b>1,145,676.85</b>
<b>BANK OF AMERICA - PAYROLL</b>	<b>\$</b>	<b>16,512.60</b>
HOUSING AUTHORITY - BANK OF AMERICA - CHECKING ACCOUNT		78,154.51
Outstanding Checks as of month-end		(630.46)
<b>HOUSING AUTHORITY - CHECKING ACCOUNT AVAILABLE BALANCE</b>	<b>\$</b>	<b>77,524.05</b>
SUCCESSOR AGENCY - BANK OF AMERICA - CHECKING ACCOUNT		24,044.91
Outstanding Checks as of month-end		-
<b>SUCCESSOR AGENCY - CHECKING ACCOUNT AVAILABLE BALANCE</b>	<b>\$</b>	<b>24,044.91</b>

**DEMAND DEPOSIT ACCOUNTS - TOTAL** **\$ 1,263,758.41**

INVESTMENTS	YIELD		
LOCAL AGENCY INVESTMENT FUND (LAIF)			
CITY	4.333%	\$ 58,183,093.31	
CITY - Former RDA Bond Proceeds	4.333%	443,736.31	
CITY -Total			58,626,829.62
SUCCESSOR RDA	4.333%		1,476,834.64
HOUSING AUTHORITY	4.333%		1,826,903.80
<b>INVESTMENTS TOTALS</b>			<b>\$ 61,930,568.06</b>

**OTHER CASH**

IMPREST ACCOUNT	\$	500.00
CASH ON HAND		1,350.00


**OTHER CASH TOTAL** **\$ 1,850.00**

**CASH AND INVESTMENTS - GRAND TOTAL** **63,196,176.47**

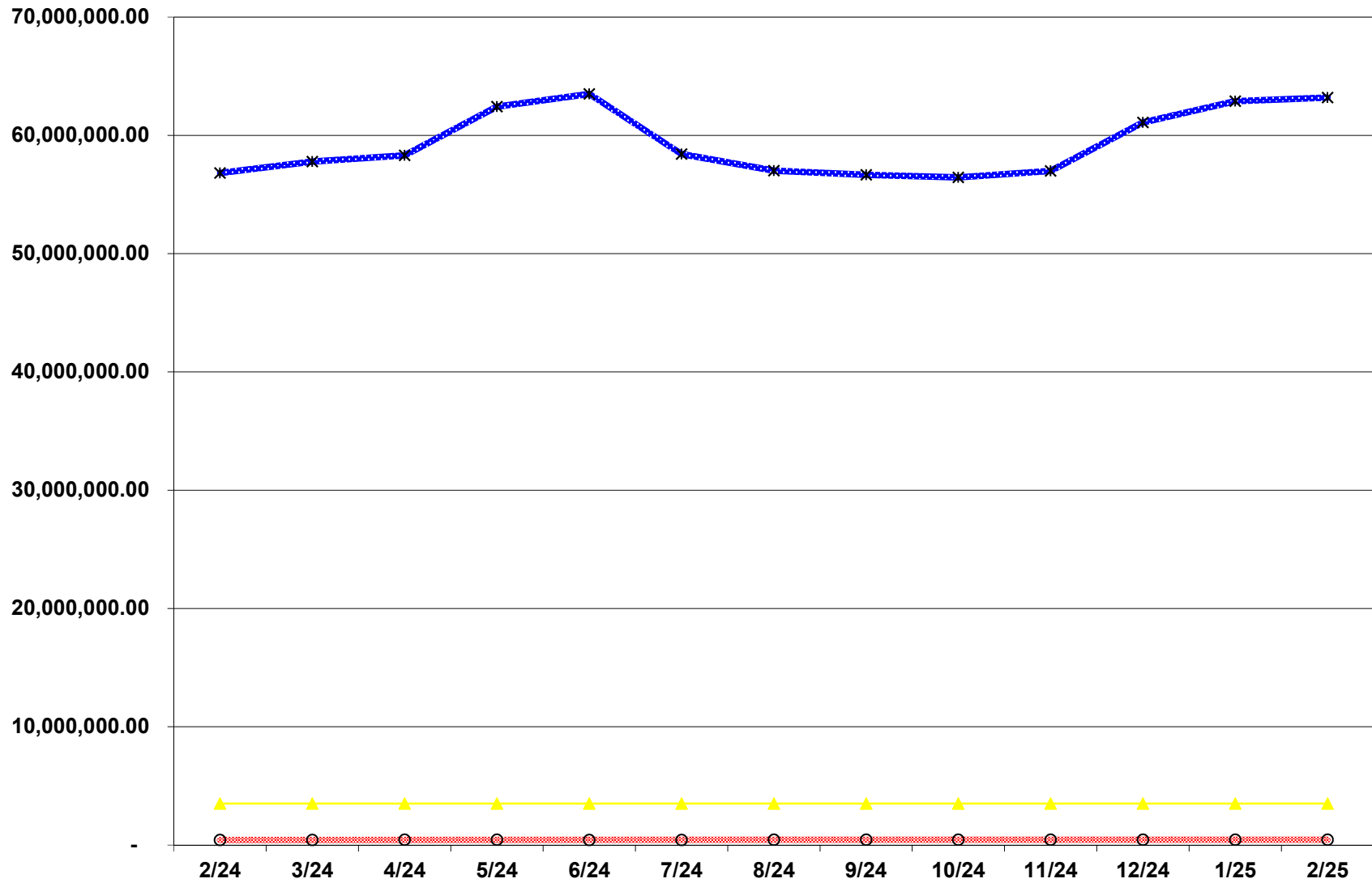
PREVIOUS MONTH 62,899,864.21

CHANGE +/- \$ 296,312.26

All investments are in accordance with the City Investment Policy, and as such, sufficient funds are available to meet the cash flow requirements of Loma Linda, including the next thirty days' obligations.

  
 \_\_\_\_\_  
 Treasurer

CITY OF LOMA LINDA  
MONTHLY TREASURER'S REPORT 2/2024-2/2025



—x— CITY, SUCCESSOR RDA & HA - TOTAL CASH AVAILABLE    —o— CITY - FORMER RDA BOND PROCEEDS    —▲— BASELINE



**D. Fire Department's Activity Report - February 2025 [Fire]**

Meeting	Agenda Group
Tuesday, March 11, 2025, 7:00 PM	Consent Calendar Item: 3D.
To	From
City Council	Nataly Alvizar, Executive Aide
Via	
Dan Harker, Fire Chief	

**RECOMMENDATION:**

It is recommended that the City Council receive the report for filing.

**Attachments**

[February 2025 Fire Activity Report.pdf](#)

SUBJECT: February 2025 Fire Department Activity Report

**Operations Division:**

The Fire Department's Operations Division responded to 424 incidents in February 2025. There were 18 calls/incidents given or received in Mutual/Automatic Aid. The alarm types are broken down as follows:

<b>Fire &amp; Rescue</b>	Month		YTD	
Medical Aid (MA)	276	65.1%	620	66.2%
Traffic Collision (TC)	11	2.6%	21	2.2%
<b>MA + TC</b>	<b>287</b>	<b>67.7%</b>	<b>641</b>	<b>68.5%</b>
Hazardous Conditions	2	2.40%	2	0.70%
Hazardous Material	3	0.40%	4	0.40%
Public Assistance	21	6.90%	35	5.50%
Rescue	3	0.90%	6	0.60%
Structure Fire	1	2.10%	7	1.00%
Cooking	0	0.00%	3	0.10%
Vegetation Fire	0	0.40%	6	0.70%
Vehicle Fire	2	0.00%	3	0.10%
Refuse Fire	6	1.10%	14	1.40%
<b>All Fires</b>	<b>9</b>	<b>3.60%</b>	33	<b>3.30%</b>
Good Intent/Dispatched & Cancelled Enroute	52	12.3%	89	9.5%
Fire Alarm Activation*	29	6.8%	53	5.7%

\*Note: Includes accidental activation, burnt food, system malfunction, malicious, etc.



**E. Award Contract to BearCom to Purchase and Install Public Works Department Radio System for an amount not to exceed of \$99,377.26 [Public Works]**

Meeting	Agenda Group
Tuesday, March 11, 2025, 7:00 PM	Consent Calendar Item: 3E.
From	
T Jarb Thaipejr, City Manager	

**RECOMMENDATION:**

It is recommended that City Council award a contract for the purchase and installation of a radio system for Public Works Department to BearCom of Orange, CA, for a total not to exceed of \$99,377.26.

**BACKGROUND:**

City staff constantly monitors, evaluates and analyzes our ability to respond to emergency situations. Our current method of communication during an emergency is limited to cell phones for the Public Works Department staff. It is desirable to have a backup local communication network that can also cross over to the Fire Department and Emergency Operations Center.

**ANALYSIS:**

System specifications were developed for the needs of the Public Works Department then staff researched for potential vendors. Utilizing Sourcewell (formerly National Joint Powers Alliance) approved competitive bid program we found a compatible system for \$99,377.26 (see attached). After much discussion, staff recommends the Sourcewell program for this work.

**ENVIRONMENTAL IMPACT:**

N/A

**FINANCIAL IMPACT:**

Funding is available in Account Nos. 0013030-58220, 0013200-58220, 0014200-58220, 4053500-58220, 4657000-58220, 0013200-51670, 0014200-51670, 4053500-51670, 4657010-51670, and 4657220-51670.

**Attachments**

[Radios.pdf](#)

[Service Agreement 2025.pdf](#)

# Proposal

Quote Number: 684172  
 Quote Date: 2025-01-15  
 Branch: 20400

Printed On: 2025-02-13 15:29:29  
 Page: 1

**Customer/Prospect Number - 1272650**

**Ship To - 1272653**

CITY OF LOMA LINDA  
 DBA LOMA LINDA PUBLIC WORKS  
 25541 BARTON RD  
 LOMA LINDA CA 92354-3125

CITY OF LOMA LINDA  
 DBA LOMA LINDA PUBLIC WORKS  
 26000 BARTON RD  
 LOMA LINDA CA 92354

<b>Customer Contact:</b>	JOHN TRUJILLO	<b>Customer Email:</b>	JTrujillo@lomalinda-ca.gov
<b>Phone Number:</b>	(909) 253-8884	<b>Delivery Instr:</b>	

Quantity	Part Number	Unit Price	Extended Price
1	T8319 MOT SLR8000 BASE/REPEATER	4,881.69	4,881.69
1	CA02962AA MOT ADD: UHF 400-470 MHZ SLR8000	4,505.49	4,505.49
1	CA02985AA MOT SLR8000 DUPLEXER UHF	1,495.89	1,495.89
1	CA02989AA MOT SLR8000 PRESELECTOR UHF	542.52	542.52
38	AAM02QPH9JA1AN MOT XPR2500 UHF 40W 128CH ESSENTIAL SERVICES	862.00	32,756.00
1	INSTALLATION MATERIALS	16,156.51	16,156.51
1	ILABOR INSTALL LABOR	28,040.00	28,040.00
1	FCC FCC LICENSE FILING FEE	350.00	350.00
1	AMP ANNUALLY MAINTENANCE PLAN	4,418.16	4,418.16
1	SHIPPING COST - FREIGHT O SHIPPING AND HANDLING UT (FROM TSS/BEARCOM TO CUS...	1,100.00	1,100.00

<b>Quote valid until:</b>	2025-02-14	<b>Confidential and Proprietary</b>	<b>Sub Total</b>	94,246.26	
X _____ Customer Signature			<b>Shipping and Handling</b>	TBD	Estimate
			<b>Tax</b>	5,131.00	Tax Estimate
			<b>Total</b>	99,377.26	

BLAZE BHENCE  
 Senior Account Executive  
 Blaze.Bhence@BearCom.com

ORANGE Branch Office: 800-513-2660  
 FAX: 714-436-2626

## SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between THE CITY OF LOMA LINDA, a Municipal Corporation (hereinafter referred to as "CITY") and \_\_\_\_\_ California a corporation/a partnership/a sole proprietor, (hereinafter referred to as "CONTRACTOR").

### TRAFFIC SIGNAL MAINTENANCE SERVICES IN THE CITY OF LOMA LINDA

#### A. RECITALS

1. City has heretofore requested of CONTRACTOR the performance of services with respect to \_\_\_\_\_ (PROJECT" hereinafter);
2. CONTRACTOR has now submitted its proposal for the performance of such services;
3. CITY desires to retain CONTRACTOR to perform the services necessary to render advice and assistance to CITY relating to the PROJECT;
4. CONTRACTOR represents that it is qualified to perform such services and is willing to perform such services as hereinafter defined.

NOW, THEREFORE, IT IS AGREED by and between CITY and CONTRACTOR as follows:

#### B. AGREEMENT

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:
  - a. PROJECT: The preparation of all of the necessary documents, and reports with respect to the Scope of Services described herein and hereto, and made a part hereof;
  - b. SCOPE OF SERVICES: Such services as are necessary to be performed by CONTRACTOR in order to complete the WORK as set forth herein in Exhibit A attached hereto and incorporated herein by reference;
2. CONTRACTOR agrees as follows:
  - a. CONTRACTOR shall forthwith undertake and complete the PROJECT in accordance herein specified and applicable with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of the CITY.
  - b. CONTRACTOR shall at CONTRACTOR'S sole cost and expense, secure and hire such other persons as may, in the opinion of CONTRACTOR, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONTRACTOR, CONTRACTOR hereby warrants that such other persons shall be fully qualified to perform services required hereunder.
  - c. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, secure the required issuance

of a City Business License as a condition precedent to being engaged as a CONTRACTOR within the CITY.

3. CITY agrees as follows:

a. To pay to CONTRACTOR a maximum sum of that amount set forth in Bid Schedule relating to Compensation/Payment. This sum shall cover the cost of all direct and indirect costs or fees, including the work of employees and consultants of CONTRACTOR. Payment to CONTRACTOR, by CITY, shall be made in accordance with the provisions of Bid Schedule.

b. Optional Services: Payments for additional services requested, in writing, by CITY, and not included in the Scope of Services, shall be paid on a compensation basis in accordance with the compensation rates set forth in Bid Schedule. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within 30 days after said invoices are received by CITY.

4. CITY agrees to provide to CONTRACTOR:

a. Information and assistance in the Scope of Services, hereto;

b. Copies of information, if available, which CONTRACTOR considers necessary in order to complete the Project;

c. Such information as is generally available from CITY files applicable to the Project;

d. Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONTRACTOR'S responsibility to make all initial contact with respect to the gathering of such information.

5. Ownership of Documents: All documents, data, studies, photographs and reports prepared by CONTRACTOR pursuant to this Agreement shall be considered the property of the CITY and, upon payment for services performed by CONTRACTOR, such documents and other identified materials shall be delivered to CITY by CONTRACTOR. CONTRACTOR may, however, make and retain such copies of said documents and materials as CONTRACTOR may desire.

6. Termination: This Agreement may be terminated by CITY upon the giving of written "Notice of Termination" to CONTRACTOR at least ten (10) days prior to the date of termination specified in said Notice. In the event this Agreement is so terminated, CONTRACTOR shall be compensated at CONTRACTOR'S applicable hourly rates as set forth in Bid Schedule, on a pro rata basis with respect to the percentage of the PROJECT completed as of the date of termination. CONTRACTOR shall provide to CITY any and all documents, studies, photographs and reports, whether in draft or final form, prepared by CONTRACTOR as of the date of termination. CONTRACTOR may not terminate this Agreement except for cause.

7. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in the Paragraph 7. The below-named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

8. Definition of Contract Period: The Contract shall be in force from \_\_\_\_\_ until \_\_\_\_\_. Payments for the items in the Bidding Schedule shall be prorated for the portion of the year during which the work is

performed. The City Council may extend the contract for up to three (3) one-year periods.

CITY: CITY OF LOMA LINDA  
Name: T. JARB THAIPEJR, P.E.  
Title: PUBLIC WORKS DIRECTOR/CITY ENGINEER  
Address: 25541 BARTON ROAD, LOMA LINDA, CA 92354

CONTRACTOR: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Any such notices, demands, invoices or written communications, by mail, shall be deemed to have been received by the addressee forth-eight (48) hours after deposit thereof in the United States Mail, postage prepaid, and property addressed as set forth above.

9. Insurance: CONTRACTOR shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall CONTRACTOR allow any employee to commence work on the PROJECT until all insurance required has been obtained. CONTRACTOR shall take out and maintain at all times during the term of this Agreement the following policies of insurance:

a. Workers' Compensation Insurance: Before beginning work, CONTRACTOR shall furnish to CITY a Certificate of Insurance as proof that it has taken out full Workers' Compensation Insurance for all persons whom it may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California.

b. Labor and Material Bond: In accordance with the provisions of California Labor Code, Section 3700, every employer shall secure the payment of compensation to his employees. CONTRACTOR shall, prior to commencing work, sign and file with CITY a certification as follows:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

c. Public Liability and Property Damage: Throughout the term of this Agreement, at CONTRACTOR'S sole cost and expense, CONTRACTOR shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and CONTRACTOR, comprehensive, broad form, general public liability and automobile insurance against claims and liabilities for personal injury, death, or property damage arising from CONTRACTOR'S activities, providing protection of at least One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person or for any one accident or occurrence, and at least One Million Dollars (\$1,000,000.00) for property damage.

d. General Insurance Requirements: All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California and policies required under Paragraph 8b shall name, as additional insured, CITY, its

elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer, insured and all subcontractors waive the right of subrogation against CITY and CITY'S elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to CITY by certified mail. CONTRACTOR shall furnish CITY with copies of all such policies promptly upon receipt of them, or certificate evidencing the insurance. CONTRACTOR may effect for its own account insurance not required under this Agreement.

10. Indemnification: CONTRACTOR shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents and employees from all liability from loss, damage, or injury to persons or property, including the payment by CONTRACTOR of any and all legal costs and reasonable attorneys' fees, in any manner to the extent arising out of any negligent or intentional or willful acts or omissions of CONTRACTOR in the performance of this Agreement, including, but not limited to, all consequential damages to the maximum extent permitted by law.
11. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONTRACTOR without the prior written consent of CITY.
12. Independent Contractor: The parties hereto agree that CONTRACTOR and its employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.
13. Compliance with Laws: CONTRACTOR shall comply with all applicable laws in performing its obligations under this Agreement.
14. Confidentiality: Information and materials obtained by the CONTRACTOR from CITY during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the CONTRACTOR for any purpose other than the performance of this Agreement.
15. Discrimination: The CONTRACTOR agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the CONTRACTOR agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.
16. Government Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
17. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover reasonable attorneys' fees and costs from the opposing party in an amount determined by the Court to be reasonable.
18. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only as it is in writing, signed by all parties.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the day and year first set forth above.

CONTRACTOR:

CITY:

City of Loma Linda, A Municipal Corporation

By: \_\_\_\_\_  
*Typed/Printed Name:*

By: \_\_\_\_\_  
*Typed/Printed Name:*

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

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

ATTEST:

\_\_\_\_\_  
Lynette Arreola, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane Robbins, City Attorney



**F. Approve Purchase of three Emergency Generators from General Power for \$384,045.19 [Public Works]**

Meeting	Agenda Group
Tuesday, March 11, 2025, 7:00 PM	Consent Calendar Item: 3F.
To	From
City Council	T Jarb Thaipejr, City Manager

**RECOMMENDATION:**

It is recommended that City Council award a contract for the purchase of 3 emergency generators to General Power of Miami, FL for a total of \$384,045.19.

**BACKGROUND:**

City staff constantly monitors, evaluates and analyzes our ability to respond to emergency situations. Due to the recent wildfires in Los Angeles County, additional attention was directed toward our ability to respond to a similar situation. It was determined that seven (7) emergency generators would ideally be required to run our water system, however, the cost is over \$1.5M for the equipment. The project was broken down to the components of generators and installation. The generators are a per unit cost (no volume discount) whereas the installation cost should enjoy a volume discount. Therefore, staff has been directed to purchase as many generators as possible while we prepare bids and specifications to competitively bid the installation cost, which is estimated to be \$181K.

**ANALYSIS:**

The City Manager directed staff to obtain a quote from a reputable generator supplier we have previously received a competitive bid from, General Power of Miami, FL. We then compared that cost to the Sourcewell (formerly National Joint Powers Alliance) preapproved competitive bid program. We noted a \$39K savings per unit from General Power with a delivery time 8 months quicker, bid attached.

**ENVIRONMENTAL IMPACT:**

N/A

**FINANCIAL IMPACT:**

Funding (\$600K) is available in Account No. 4657010-58220.

**Attachments**

[3 Emergency Generators 2025.pdf](#)

## Emergency Generator List Bid Results

General Power

Item #	Location	KW Rating	Type	Model #	Manufacture	Phase	Volts	GENERAL POWER THE GENERATOR COMPANY	Inbound Freight	Sales Tax 7.75%	Total Price
1	<b>600K Gallon Reservoir</b> 25035 Crestview Dr., Loma Linda CA 92354	210KW	Mobil	GPP-J210-60T4F-2SG	JOHN DEERE	3	480/277	\$115,175.00	\$3,914.00	\$8,926.06	\$128,015.06
2	<b>1 M Gallon Reservoir</b> 11537 Anderson Way, Loma Linda, CA 92354	210KW	Mobil	GPP-J210-60T4F-2SG	JOHN DEERE	3	480/277	\$115,175.00	\$3,914.00	\$8,926.06	\$128,015.06
3	<b>Fire Booster</b> 11681 Anderson Way, Loma Linda, Ca 92354	210KW	Mobil	GPP-J210-60T4F-2SG	JOHN DEERE	3	480/277	\$115,175.00	\$3,914.00	\$8,926.06	\$128,015.06
<b>\$384,045.19</b>											

**Lead Time 6 Weeks**

Sourcewell

Item #	Location	KW Rating	Type	Model #	Manufacture	Phase	Volts	QUINN POWER SYSTEMS	Inbound Freight	Sales Tax 7.75%	Total Price
1	<b>600K Gallon Reservoir</b> 25035 Crestview Dr., Loma Linda CA 92354	200KW	Mobil	XQ230	Caterpillar	3	480/277	\$153,561.58	\$7,415.00	\$12,475.68	\$172,877.60
2	<b>1 M Gallon Reservoir</b> 11537 Anderson Way, Loma Linda, CA 92354	200KW	Mobil	XQ230	Caterpillar	3	480/277	\$153,561.58	\$7,415.00	\$12,475.68	\$172,877.60
3	<b>Fire Booster</b> 11681 Anderson Way, Loma Linda, Ca 92354	200KW	Mobil	XQ230	Caterpillar	3	480/277	\$153,561.58	\$7,415.00	\$12,475.68	\$172,877.60
<b>\$518,632.81</b>											

**Lead Time 60 Weeks**



**G. Award Contracts to Daktronics Inc. to Purchase an Outdoor Electronic Message Center Sign for \$37,566.43 and to Custom Signs Inc. to Install the Sign Located at the Corner of Loma Linda Dr. and Barton Rd. for \$12,410.40 [Information Systems]**

Meeting	Agenda Group
Tuesday, March 11, 2025, 7:00 PM	Consent Calendar Item: 3G.
To	From
City Council	Kyle MacGavin, Information Systems Manager

**RECOMMENDATION:**

It is recommended that the City Council approve the purchase of the civic center's outdoor electronic message center sign and equipment warranty from Daktronics Inc. for \$37,643.43 and award contract to install the civic center's electronic sign located at the corner of Loma Linda Drive and Barton Road to Custom Signs Inc. for \$12,410.40.

**BACKGROUND:**

The City's current digital display, now over a decade old, has exceeded its life cycle and is no longer functional. Additionally, the original company is no longer in business and all components are obsolete. Since its installation, digital sign technology has significantly improved. The proposed replacement features a high-definition color LED display with picture and video messaging capabilities. Beyond enhancing community messaging, the new sign could also serve as a revenue-generating platform if the City opts to allow advertising.

**ANALYSIS:**

To secure the best cost for this project, the City utilized Sourcewell's competitive government contract pricing service instead of issuing a Request for Proposal (RFP). Daktronics, a leader in advertising and digital signage with 50 years of experience, provided the most competitive bid. Their proposal includes hardware, a 10-year parts warranty, and one year of on-site labor. Daktronics is partnered with Custom Signs Inc. to handle all labor costs for the removal of the old sign hardware and the installation of the new system.

**ENVIRONMENTAL IMPACT:**

N/A

**FINANCIAL IMPACT:**

This project was included in the 2024-2025 fiscal year budget under the city-wide wide fund 58845. The project total is \$49,976.83.

**Attachments**

[City of Loma Linda-Customer Quote-865511-1-0.pdf](#)

[Loma Linda Monument Retrofit.pdf](#)

# DAKTRONICS QUOTE # 865511-1-0

City of Loma Linda  
 Andrew Sanchez  
 25541 Barton Rd  
 Loma Linda, CA USA 92354  
 Phone:  
 Fax:  
 Email: asanchez@lomalinda-ca.gov

10/Feb/2025  
 Quote Valid for: 90 days  
 Terms: Net 30 days from shipment with  
 Purchase Order  
 Subject to Credit Review  
 FCA: DESTINATION  
 Delivery: Call for Production Time

**Reference: GT6x - Sourcewell Contract #030223-DAK**

Item No.	Model	Description	Qty	Price
1	GT6x-135X360-8-RGB-SF	<b>Galaxy® Outdoor Electronic Message Center - GT6x Series - 8mm RGB</b> Matrix: 135 lines by 360 columns Line Spacing: 8mm LED Color: RGB- 281 Trillion Colors Face Configuration: SF - single one sided display View Angle: 140 degrees Horizontal x 70 degrees Vertical Cabinet Dimensions: 4' 2" H X 9' 11" W X 0' 7" D (Approx. Dimensions) Max Power: 2510 watts/display Weight: Unpackaged 365 lbs per display; Packaged 620 lbs per display	1	\$29,731.00
	Daktronics Verizon Modem, 4G, Ethernet	Daktronics Verizon 4G Cellular Modem Only - Requires Daktronics Verizon Cellular Data Plan	1	
	System Startup	Final Commissioning of Equipment	1	
2	Taxes	<b>10.25% - Subject to change at time of order based on current tax rate &amp; ship to location</b>	1	\$3,047.43
3	FREIGHT	<b>Shipping to Azusa, CA 91702 via LTL (enclosed trailer). Usually unloads at a dock. Forklift or pallet jack may be required. Customer is responsible for receiving &amp; unloading truck upon delivery.</b>	1	\$865.00
<b>Services</b>				
4	G5C5-W	<b>Five (5) Year Parts Only - Includes Customer Care Level 3</b>	1	
	Venus® Control Suite Basic 10-Year Subscription	Secure, web-based software that enables display management anytime, anywhere via internet connection.	1	
	Venus® Control Suite Training Onboarding	Venus® self guided training videos. (English only.)	1	
	Venus® Control Suite - One-on-One Webinar	Customized Venus® training in a live, web-based, conference call format using the customer's phone & computer. (English only.)	1	
	FrameWrx Creator Package, 1 year subscription	Cloud-based content tool subscription renewed/billed annually. Access for 2 Content Administrators and 160 Annual AI Credits. ADMINISTRATORS OF ACCOUNT REQUIRED.	1	

# DAKTRONICS QUOTE # 865511-1-0

Daktronics Verizon Lifetime  
4G Cellular Data Plan for  
VCS, Up to 100,000 Pixels

Daktronics Verizon Lifetime 4G Cellular Data Plan  
Per Modem, for Venus Control Suite on Displays  
Up to 100,000 pixels. Excludes streaming data  
feeds and diagnostics.

1

Total Price Including Applicable Tax:

**\$33,643.43**

Please reference listed sales literature: DD3512730 for Daktronics Verizon Modem, 4G, Ethernet, DD4305463 for GT6x-135X360-8-RGB-SF, DD5454486 for G5C5-W

Please reference listed shop drawings: DWG-04296121 for GT6x-135X360-8-RGB-SF

## Options

*Please contact your sales representative for additional information*

### Service Options

<b>1 Year On-Site Labor</b>	<b>Includes Customer Care Level 1</b>	<b>1</b>	<b>\$1,178.00</b>
<b>10 Years Parts for 865511-1-0 Main Equipment</b>	<b>Includes Customer Care Level 3</b>	<b>1</b>	<b>\$2,745.00</b>

## Leasing Program

If your purchase exceeds \$25,000, you may qualify for our leasing program allowing you more flexibility to spread out the cost of your Daktronics display over of a period up to five (5) years. Benefits of our leasing program include fixed rate financing, non-appropriation clause, no prepayment penalty, and customizable payment schedules. Plus, at the end of the lease, the equipment is yours to keep with no additional balloon payments.

Sample payment options as follows:

\$50,000 in total equipment cost = \$11,285 per year

\$100,000 in total equipment cost = \$22,568 per year

\$250,000 in total equipment cost = \$56,420 per year

\*\*Payments based on 5 year/annual payment in advance structure. **Leasing is subject to credit approval and agreed upon documentation with Daktronics lending partner.** Contact your Daktronics representative for additional options and details.

### Exclusions:

- |  |                                    |
|--|------------------------------------|
| - Electrical Installation                          | - Physical/Mechanical Installation |
| - Structure  | - Foundation                       |
| - Power  | - Hoist                            |
| - Engineering Certification                        | - Signal Conduit                   |
| - Labor to Pull Signal Cable                       | - Applicable Permits               |
| - Electrical Switch Gear or Distribution Equipment | - Front End Equipment              |

Unless expressly stated otherwise in this Quote # 86511-1 Rev 0 or the attachments, if Daktronics performs installation of the Equipment, the price quoted does not include the following services pertaining to physical installations: digging of footings (including dirt removal), any materials fabrication, installation of steel cages, rebar, or bolt attachments, or pouring and finishing of concrete footings. Those service may be provided for an additional cost beyond the quoted price. Purchaser shall be fully responsible for any and all additional costs plus overhead in the event anything unexpected of any nature whatsoever is found while digging the footings including but are not limited to rock, water, utility lines, pipes or any other unforeseen circumstance. The Purchaser acknowledges and agrees that it is fully responsible for all site conditions.

Prices and charges are subject to change by Daktronics at any time before the final agreement between the parties is effective. Ship Date will be determined after customer purchase order is received or agreement is signed or otherwise effective, shop drawings are approved (if required) and down payment is received (if required).

### Installation Responsibilities:

If applicable please reference Attachment A for Installation Responsibilities.

### Ad/ID Copy Approval Process

Customer shall provide digital artwork for advertising and identification panels, conforming to [Daktronics' graphic file standards](#), at the time of order.

Daktronics will create a proof of provided artwork and require approval of that proof three weeks prior to the initial anticipated ship date. Advertising and identification panels not approved in time, will be shipped without copy in Daktronics' standard finish.

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Roberto Diaz  
PHONE: 714-313-6349  
FAX: 605-697-4700  
EMAIL: Roberto.Diaz@daktronics.com

---

Ashlin Wiebe  
PHONE: 605-692-0200  
FAX:  
EMAIL: Ashlin.Wiebe@daktronics.com

### Terms And Conditions:

The Terms and Conditions which apply to this order available on request.

Limited Warranty and Extended Service Terms and Conditions ([www.daktronics.com/DD5459759](http://www.daktronics.com/DD5459759))

SL-02375 Standard Terms and Conditions of Sale ([www.daktronics.com/terms\\_conditions/SL-02375.pdf](http://www.daktronics.com/terms_conditions/SL-02375.pdf))

SL-07862 Software License Agreement ([www.daktronics.com/terms\\_conditions/SL-07862.pdf](http://www.daktronics.com/terms_conditions/SL-07862.pdf))

Additional Links:

Customer Care Level 1, Parts Coverage, Daktronics Labor Coverage ([www.daktronics.com/DD5454476](http://www.daktronics.com/DD5454476))

Customer Care Level 3, Parts Coverage, No Daktronics Labor Coverage ([www.daktronics.com/DD5454486](http://www.daktronics.com/DD5454486))

Customer Care Level 3, Parts Coverage, No Daktronics Labor Coverage ([www.daktronics.com/DD5454486](http://www.daktronics.com/DD5454486))

Wireless Service Addendum ([www.daktronics.com/TermsConditions/DD3956286](http://www.daktronics.com/TermsConditions/DD3956286))

### NOTE:

The pricing may be adjusted for freight and taxes depending on the options selected.  
Please request order documents to submit your order.

# DAKTRONICS QUOTE # 865511-1-0 MAIN ATTACHMENT A

## CUSTOMER RESPONSIBILITIES

### General

- 1) Secure necessary sign permits, as required.
- 2) Secure necessary construction permits, as required.
- 3) Removal and disposal of existing equipment, as applicable.
- 4) Removal and disposal of existing structure, as applicable.
- 5) Customer is responsible to ensure the existing structure/building is adequate, including any necessary modifications, for the installation of the Equipment, including but not limited to (i) obtaining certified engineer drawings to the extent required by law and (ii) providing Daktronics, upon reasonable request, documentation relating to the existing structure and modifications necessary for Daktronics to perform its work.
- 6) Mark location of the new Equipment as delineated in the quote.
- 7) Locate private underground utilities.
- 8) All landscaping restoration, as required.
- 9) Provide all landscaping, track, sidewalk and path protection along with site restoration, and/or sprinkler system repair work.

### Structures

- 1) Excavation of foundation(s) including spoils removal. Placement and finishing of concrete for foundations, as applicable.
- 2) Fabrication, erection and application of finish coatings for all structural components for the installation of the Equipment, as applicable.

### Electrical & Data

- 1) Provide electrical power to all Daktronics supplied load centers/termination panel at/within the Equipment, as applicable. Electrical power shall be installed per all applicable electrical codes and regulations and shall include; transformer, electrical disconnect, panel board with over current protection, J-boxes, receptacles, power drop cords as applicable per Equipment location and product specifications. Provide all required breakers based on the Equipment electrical loads.
- 2) Provide personnel for maintenance and operator training.

### Product/Equipment

- 1) Accept, lift, unload, and inspect all Equipment and control equipment from carrier.
- 2) Provide storage of all Equipment and control equipment in a safe, dry, and secure location until installation.
- 3) Lift and mount/install Equipment listed in this quotation according to the product specifications, including placing control equipment in the control room as applicable.

## DAKTRONICS RESPONSIBILITIES

### General

- 1) Not applicable

### Structures

- 1) Not applicable

### Electrical & Data

- 1) Terminate signal cable at control location and Equipment location for Equipment delineated in Daktronics quote
- 2) Unpack, set-up, hook-up, and testing of control system.
- 3) Perform maintenance training during installation.
- 4) Perform final systems testing and commissioning.

### Product/Equipment

- 1) Not applicable

## QUALIFICATIONS/CLARIFICATIONS

- 1) **Access:** Daktronics requires unobstructed access to Equipment and control room installation site until display is 100%. Installation equipment (lifts, trucks, etc.) are expected to have access directly to the display structure location and control location.

## DAKTRONICS QUOTE # 86511-1-0 MAIN ATTACHMENT A

- 2) **Control Room Climate:** Normal operating temperature should be between 40° to 90° Fahrenheit (4° to 32° Celsius). Normal operating humidity should be less than 80% non-condensing. Storage temperature should be between -10° to 105° Fahrenheit (-23° to 41° Celsius). Storage humidity should be less than 95% non-condensing. Keep computers and monitors out of direct sunlight during storage. Allow control equipment taken out of storage to return to operating temperature range prior to turning it on (24 hours recommended).
- 3) **Electrical:** The maximum voltage is 120 volts line to neutral for all Equipment in this quotation.
- 4) **Building Penetrations:** Customer to provide all required building (wall/roof/floor) penetrations for the installation of Daktronics equipment to include all attachment, electrical and low voltage/signal connections as applicable.



962 W. Foothill Blvd.  
 Azusa, CA 91702  
 Phone 626-969-2222  
 Fax 626-969-5511

DATE: 02/25/25

EXPIRATION DATE: 04/30/25

TO City of Loma Linda  
 Andrew Sanchez  
 25541 Barton Rd  
 Loma Linda, CA 92354

JOB ADDRESS:  
 SAME  
 Andrew (909) 799-2895  
 asanchez@lomalinda-ca.gov

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Tim Schwan	RETROFIT MESSAGE CENTER	Due Upon Completion	ASAP

QTY	ITEM #	DESCRIPTION		TOTAL
		<p>INSTALL CUSTOMER SUPPLIED DAKTRONICS MESSAGE CENTER INTO EXISTING MONUMENT SIGN:</p> <p>Receive one Daktronics GT6x 4'2"X9'11" electronic message center, uncrate and prepare for installation. Remove the top half of the existing monument sign and transport to Custom Signs. Remove the old message center and dispose. Rework the framing and sheet metal as necessary and fit the new Daktronics unit into the existing housing. Reinstall the top half with the new message center onto the monument as before. Connect the power to existing and install the Daktronics Cell Modem for signal.</p> <p>Power to the sign shall be existing (if appropriate) or by others.</p> <p>This price includes material, labor and tax. Permits, engineering, inspections and all related costs are NOT included.</p>		

TOTAL DISCOUNT	
SUBTOTAL	
SALES TAX	
TOTAL	\$12,410.40

Quotation prepared by: \_\_\_\_\_

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**



**H. Approve Agreement with Troy & Banks, Inc. for Cable Franchise Fee Audit Services [Information Systems]**

Meeting	Agenda Group
Tuesday, March 11, 2025, 7:00 PM	Consent Calendar Item: 3H.
To	From
City Council	Kyle MacGavin, Information Systems Manager

**RECOMMENDATION:**

It is recommended that City Council approves the agreement with Troy and Banks Inc. for cable franchise fee audit services.

**BACKGROUND:**

Cable TV is an essential tool to remain informed on current events in our fast moving world. The City has been utilizing cable for decades now both within city facilities and the city's fire departments. The resulting bills of this service can occasionally entail overcharges, unnecessary fees, unused services, and errors that are unapparent to staff. These bills may even be entitled to credits, rebates, and refunds that are not directly advertised or brought to the City's attention.

**ANALYSIS:**

Troy and Banks has already been conducting an audit on city utility and telecommunication services with money successfully returning to the City. This agreement will expand their audit to include the City's cable TV bills as well. With the City's consent, they communicate directly with the City's service providers to review said bills for previously stated discrepancies. After review, they request refunds/credits from said service providers which go directly back to the City. In return, Troy and Banks' business model operates by requiring a percentage of the discovered refunds and a percentage of what was saved on services going ahead for twelve months.

Troy and Banks is currently operating under an agreement with the purchasing cooperative TIPS-USA (The Interlocal Purchasing System) which the City is a member of. Other local entities have vouched for their services as well. This agreement has been reviewed by the City Attorney.

**ENVIRONMENTAL IMPACT:**

N/A

**FINANCIAL IMPACT:**

This agreement does not entail any upfront cost to the City. Troy and Banks takes 40% of refunds discovered and received. If no discrepancies are found, no cost is charged to the City. Any revenue collected will be receipted into Refunds and Reimbursements.

**Attachments**

[TIPS Cable Contract.pdf](#)



**AGREEMENT**

**TIPS Contract Number 230601**  
**Consulting and Other Related Services**

**Corporate Offices:**  
**BUFFALO - NEW YORK**  
2216 Kensington Avenue  
Kensington Avenue  
at Saratoga  
Buffalo, NY 14226  
(800) 499-8599  
(716) 839-4402  
Telefax (716) 839-4452

This Agreement is entered into as of \_\_\_\_\_ between Troy & Banks ("T&B") and

\_\_\_\_\_ with an address at

\_\_\_\_\_ (the "TIPS Member").

**Branch Offices:**

**CALIFORNIA**  
398 E. Carob Ave.  
Fresno, CA 93654

Post Office Box 550700  
So. Lake Tahoe, CA 96155

**FLORIDA**  
1713 Whitehall Drive  
Suite 203  
Davie, FL 33324  
(954) 477-7073

Post Office Box 14192  
Ft. Lauderdale, FL 33302

2330 Warbler Circle  
Lakeland, FL 33810

**HAWAII**  
Post Office Box 25  
Papaikou, HI 96781

**NEW YORK**  
Rockefeller Center  
Post Office Box 3968  
New York, NY 10185  
(212) 699-0621

Post Office Box 147  
Williston Park, NY 11596  
(516) 746-0992

31 Hidden Valley Road  
Rochester, NY 14624

**TEXAS**  
6418 Eckhart Rd. #3101  
San Antonio, TX 78240

**VIRGINIA**  
325 East Bayview Blvd.  
Suite #201  
Norfolk, VA 23503  
(757) 932-1414

**e-mail:**  
**save@troybanks.com**

**internet address:**  
**[www.troybanks.com](http://www.troybanks.com)**

In consideration of the mutual agreements hereafter set forth, T&B and the TIPS Member agree as follows:

1. The TIPS Member engages T&B to conduct an audit for the purpose of verifying the accuracy of the cable franchise fee payments paid or due to the Member for taxes, or any other monies. T&B agrees to conduct such audit.
2. Audit – T&B shall examine relevant accounting data, examine franchisee/tax accounting data and supporting documentation, identify all revenue sources by classification, and verify calculations. T&B shall also evaluate allocation methodology with respect to non-subscriber revenue, conduct a search for unreported revenues and examine the cable operators' database to determine if all active addresses within the Member's boundaries were included in the franchise fee remittances.
3. Purpose – The purpose of each audit is to recover past taxes or any other monies or revenue owed to the Member that were not properly attributed to the Member or were not properly paid/collected and to determine future taxes and other monies owed to the Member not previously counted.
4. Refunds – Member agrees that T&B will receive as its' compensation for this service a contingency fee of forty percent (40%) of the underpayments identified and recoverable under its agreement and/or state and federal law.
5. T&B has made and makes no guarantee or assurance that our audit will produce a refund due to franchise fee underpayments.
6. **If there is no recoverable underpayment identified for the benefit of the Member, T&B acknowledges that there will be no fee payable.**
7. If the TIPS Member pays the T&B invoice in full within 30 days of the date of the invoice, there will be a 1% discount on the amount due to T&B.
8. This Agreement sets forth the entire understanding and agreement between the parties.

[TIPS Member Name] \_\_\_\_\_

Troy & Banks

By: \_\_\_\_\_

By: \_\_\_\_\_

Thomas T. Ranallo, Manager

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

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

Telephone: \_\_\_\_\_

Telefax: \_\_\_\_\_



**I. Award Contract to Willdan Engineering for After Hours/On Call Animal Control Services for the City until the end of Fiscal Year 2024-25 [Fire]**

Meeting	Agenda Group
Tuesday, March 11, 2025, 7:00 PM	Consent Calendar Item: 3I.
To	From
City Council	Tom Ingalls, Fire Marshal

**RECOMMENDATION:**

It is recommended that the City of Loma Linda award a contract to Willdan Engineering to provide After Hours/On Call Animal Control Services for the City of Loma Linda.

**BACKGROUND:**

City of Loma Linda is currently not able to provide after hours/on call animal control services with current staff. Loma Linda has an agreement with the City of San Bernardino to provide shelter services and emergency after hours/on call coverage for special circumstances at the availability of San Bernardino City staffing levels. San Bernardino City has seen low staffing shortages recently and is now unable to help augment after hours/on call services for Loma Linda at its current staffing levels. Due to health and safety, the City of Loma Linda is responsible to provide emergency after hours/on call services on a regular basis to the community. City staff contacted the County of San Bernardino to inquire contracting for after hours/on call services with the City of Loma Linda; however, the County of San Bernardino does not have the staffing or shelter capacity to enter an agreement with another agency.

**ANALYSIS:**

Willdan Engineering will provide After Hours/On Call personnel coverage for the City of Loma Linda at the rate of \$75.00 per hour, with a four hour minimum per day to be available for Animal Control call-outs. The City will pay an additional \$75.00 per hour for the time of each call-out to Willdan Engineering in addition to the four hour minimum. Approximate cost for the remainder of fiscal year 2024-2025 is estimated at \$40,000.

**ENVIRONMENTAL IMPACT:**

N/A

**FINANCIAL IMPACT:**

Supplemental appropriation in the amount of \$40,000 to account# 0012050-51830.

**Attachments**

[Willdan Proposal Letter - Animal Enforcement Services.pdf](#)

[Agreement with Willdan Eng. for Animal Control Services 2-27-25 \(5\)\\_\(4\).pdf](#)



February 19, 2025

Mr. Tom Ingalls, Fire Marshall  
**City of Loma Linda**  
25541 Barton Road  
Loma Linda CA 92354

**Subject: Animal Control Services**

Dear Mr. Ingalls:

Willdan Engineering (Willdan) appreciates the opportunity to submit this proposal to provide contract animal control services to the City of Loma Linda, specifically focusing on weekend and after-hours on-call response. We have outlined our approach to these essential services and presented our key staff in the attached document.

With over 60 years of experience in municipal consulting, Willdan has developed a strong reputation for delivering effective and responsive enforcement solutions to cities throughout California. Our expertise in animal control services ensures we can support Loma Linda in maintaining a safe and humane environment for residents and animals. We understand the critical nature of after-hours and weekend animal control services, and our dedicated team is prepared to respond swiftly and professionally to any incidents that arise.

Our extensive experience includes assisting numerous jurisdictions with comprehensive code enforcement and animal control programs. We have successfully supported municipalities such as Garden Grove, Grand Terrace, La Puente, Torrance, Redlands, Inglewood, Orange County, and San Diego County. Willdan's animal control and code enforcement officers are highly trained in handling various animal-related issues, including stray animal management, dangerous animal investigations, animal welfare checks, and licensing enforcement.

Our management team consists of seasoned professionals with decades of experience in enforcement operations. Key personnel include Deputy Director Al Brady (35 years of code enforcement experience), Code Enforcement Manager Terry Cox (27 years), Code Enforcement Manager Kerry Simpson (35 years), Code Consultant John Poole (40 years), Code Consultant Ed Nicholls (35 years), Code Consultant Scott Barber (30 years), and Code Supervisor Victor Martinez (25 years). Our skilled animal control officers bring specialized knowledge in humane animal handling, field investigations, and compliance enforcement.

The attached proposal details our comprehensive approach to animal control services and introduces our dedicated staff, who will ensure the success of this program. Should you have any questions or require further information, please contact me at (951) 454-3539 or Mr. Cox at (562) 233-8969.

Thank you for your time and consideration. We look forward to supporting the City of Loma Linda in maintaining a safe and responsible animal control program.

Respectfully submitted,

**WILLDAN ENGINEERING**

Albert Brady, CBO  
Deputy Director of Building & Safety  
E: [abrady@willdan.com](mailto:abrady@willdan.com)

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## Firm Profile

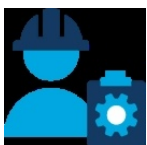
Willdan Engineering, a California corporation since 1964, is a subsidiary of Willdan Group, Inc., a publicly traded Delaware corporation. Services are provided to nationwide clientele through three subsidiary firms – Willdan Engineering, Willdan Energy Solutions, and Willdan Financial Services – that offer a portfolio of diversified strengths. Throughout our history, Willdan Engineering (Willdan) has served as a full-service, multi-disciplinary firm specializing in building safety, code enforcement/animal control, municipal engineering, planning, and construction management and inspection services, along with a full complement of support disciplines.

Willdan stands out from other providers through our additional resources, availability, high-level oversight, and on-time performance. Our ability to provide additional resources, such as dedicated project management staff, state-of-the-art technology, and specialized expertise, sets us apart from other firms. We also prioritize availability, with an on-site team ready to respond to emergencies and urgent requests.



Our approach to service provision is based on responsiveness, cost-control measures, and practical training programs. We understand the importance of timely and efficient service delivery, and our team is committed to providing quick response times while maintaining cost-effectiveness. We prioritize effective training programs to ensure our staff possesses the necessary skills and knowledge to perform their duties to the highest standards.

### Animal Control/Code Enforcement



Willdan's **Animal Control/Code Enforcement Services** division provides comprehensive **animal control and enforcement solutions** to municipalities, ensuring public safety, responsible pet ownership, and humane treatment of animals. Our team understands the unique challenges associated with animal control, including emergency response, community education, and enforcement of local, state, and federal regulations.

We provide **flexible staffing solutions**, including full-time, part-time, and **after-hours/on-call personnel**, to support agencies that require extended coverage, particularly during evenings, weekends, and emergencies.

### Animal Control/Code Enforcement Services



**Staffing:** Willdan provides highly skilled animal control personnel on a full-time, part-time, or on-call basis to meet the needs of local jurisdictions. Our staff is available to work evenings, weekends, and after-hours to ensure responsive animal control services when they are needed most. Whether staffing individual positions or managing an entire division, our experienced professionals assist in enforcing local animal regulations, handling stray and dangerous animals, and responding to public concerns regarding animal welfare.



**Development & Implementation:** Willdan supports municipalities in the development and implementation of effective animal control programs. Our expertise includes municipal code amendments related to animal control, specialized enforcement programs, revenue protection and collection efforts, and community-based initiatives designed to promote responsible pet ownership and public safety.



**Management:** Our management team brings extensive experience in overseeing animal control operations, ensuring that local programs align with best practices and regulatory requirements. Willdan provides personnel at all levels, including animal control directors, compliance managers, and field supervisors, to support or lead municipal animal control divisions.



**Analysis:** We offer comprehensive program assessments and targeted evaluations of specific areas within animal control operations. Our services include reviewing policies and procedures, optimizing dispatch and response protocols, and enhancing community engagement strategies to improve service effectiveness.



**Other Services:** Beyond enforcement, Willdan provides a range of supportive services, including standard and specialized code enforcement program support, grant proposal writing for program funding, community education initiatives on responsible pet ownership, coordination of neighborhood animal welfare events, assistance with dangerous animal abatement, and collaboration with local agencies to ensure humane and effective enforcement practices.

Animal control is one of government agencies' most essential and challenging services. Effective animal control programs contribute to **public safety, community health, and quality of life** by addressing issues such as stray animals, dangerous pets, and animal welfare concerns. A well-managed animal control program helps **reduce health risks, prevent nuisances, and support responsible pet ownership**, ultimately enhancing community well-being.

**Willdan provides comprehensive Animal Control Services, with a specialized focus on weekend and after-hours on-call response, including:**

- **24/7 emergency response** for dangerous animals, animal attacks, and public safety concerns.
- **Weekend and after-hours enforcement** to ensure consistent coverage beyond regular business hours.
- **Stray animal capture and removal**, including humane trapping and transport to shelters.
- **Investigation and enforcement** of animal-related complaints, including neglect, abuse, and excessive noise violations.
- **Bite investigations** and quarantine enforcement in coordination with public health agencies.
- **Wildlife management assistance**, including responding to urban wildlife conflicts.
- **Permit and licensing enforcement**, ensuring compliance with pet registration laws.
- **Public education programs** on responsible pet ownership and community safety.
- **Coordination with shelters, rescue groups, and veterinary services** for animal welfare solutions.
- **Support for animal-related ordinances**, including development, review, and enforcement.

Willdan provides **highly trained animal control officers** who can be deployed for **full-time, part-time, interim, and on-call roles** to meet jurisdictional needs. Whether responding to emergencies after hours or ensuring proactive enforcement on weekends, our team delivers **professional, compassionate, and effective animal control solutions** tailored to each community.

## Scope of Work

### Contract Code Inspection Services

Willdan proposes to provide animal control services to the City of Loma Linda under the direction of the Fire Marshal. Our services will be available on an as-needed basis, with a particular focus on weekend and after-hours on-call response. Our experienced personnel will address a wide range of animal control concerns, including the enforcement of local ordinances and ensuring public safety.

#### **Animal Control Services:**

- Capture and secure stray, lost, or unsecured dogs.
- Enforcement of leash laws and related animal control regulations.
- Capture and transport sick or injured domestic animals for veterinary care.
- Investigation of animal hoarding cases.
- Investigation and enforcement of animal cruelty violations.
- Collection and proper disposal of deceased animals.
- Capture and management of wild or potentially dangerous animals.

#### **Licensing & Regulatory Enforcement:**

- Licensing of unregistered animals and enforcement of compliance.
- Investigation of apiaries to ensure adherence to local regulations.
- Enforcement of hog-keeping regulations within city limits.
- Inspections and enforcement of commercial kennel and cattery compliance.
- Oversight of livestock retention to ensure compliance with City ordinances.
- Enforcement of regulations at commercial riding academies.
- Investigation of animal waste complaints related to pet ownership.
- Response to concerns regarding the storage or retention of exotic animals.

This list is not exhaustive; Willdan personnel will investigate all reported animal-related concerns as directed by the City. Our team will provide scheduled services and respond to urgent on-call requests within one hour of notification during after-hours or weekend incidents.

#### **Animal Transport & Shelter Coordination:**

Willdan personnel will transport impounded animals to the designated shelter as required by the City. Injured animals will be taken to the appropriate veterinary facility, with transportation logistics determined based on time of day and veterinarian availability.

It is important to note that Willdan is proposing to provide trained personnel only. The City of Loma Linda will be responsible for supplying vehicles, equipment, veterinary services, and sheltering facilities necessary for the execution of animal control duties. Willdan personnel will ensure that all responsibilities are carried out efficiently, aligning with the City's expectations and legal requirements.

## Project Management

**Al Brady** shall be the Principal-in-Charge of this project. Mr. Brady has over 35 years of experience in the code profession and has provided contract code services to approximately 100 municipalities in California, Arizona, and Nevada. He specializes in developing new code programs, improving existing divisions, revenue enhancement, ordinance revisions, maximizing staff efficiency, and enhancing customer relations.

**Terry Cox** shall be the Project Manager with final oversight of the contract. Mr. Cox has over 27 years of experience in the code profession and has provided contract code services to multiple municipalities in California. His expertise lies in the development of innovative code programs, enhancement of existing departments, effective management of vendor enforcement operations, revision of ordinances, provision of staff training, optimization of staff productivity, and improvement of customer relationship.

## Fee Schedule

Willdan will provide contract code enforcement services to the City of Loma Linda for a flat hourly rate based on the Willdan hourly rate schedule below. All rates and costs shall be effective through the terms of the agreement.

SERVICE PROVIDED	HOURLY RATE
Animal Control Supervisor	\$110/hour
Senior Animal Control Officer	\$90/hour
<b><i>Animal Control Officer</i></b>	<b><i>\$75/hour</i></b>
Animal Control Technician	\$65/hour

**NOTE:** "On-call" assignments/shifts shall require a minimum compensation of 2-hours each. Overtime rates of 1.5x the regular hourly rate will be charged for all overtime hours worked.

## Related Experience

**City of Garden Grove** - Project Manager. Provide animal control staff to assist with inspection, animal handling and collection, enforcement, and education pertaining to animal control services.

**City of Grand Terrace** – Project Manager. Provided interim staffing for code enforcement and animal control services throughout the city.

**City of La Puente** – Project Manager. Provided interim code enforcement management and supervisory staff who were responsible for temporarily overseeing the city’s code program.

**City of Downey** – Project Manager. Providing interim code enforcement staff.

**City of Big Bear Lake** – Project Manager. Provide seasonal code enforcement staff for the enforcement of short-term lodging.

**City of Laguna Beach** – Project Manager. Provided code enforcement staff on a contract basis to address unregistered and non-complaint vacation rentals.

**City of Palm Desert** – Project Manager. Provided code enforcement staff on a contract basis to address unregistered and non-complaint vacation rentals.

**City of Irwindale** – Project Manager. Provided municipal code enforcement services including monitoring of a local racetrack for compliance with the City Sound Ordinance on an interim basis.

**City of Long Beach** – Project Manager. Provided interim code enforcement staff who were responsible for enforcing the City’s Municipal Code.

**County of Orange** – Project Manager. Providing long-term code enforcement staff.

**City of Laguna Hills** – Project Manager. Assisted the city in the development of a public education program concerning the city’s code program.

**City of Los Alamitos** - Directed and participated in review of the city’s code enforcement policy and procedures and made recommendations for changes, as necessary. Additionally, provided interim code enforcement staff and a Community Development Director.

**City of Hawaiian Gardens** – Project Manager. Assisted the City of Hawaiian Gardens in developing and implementing an Administrative Citation program.

**City of Rosemead** - Project Manager. Provided interim code enforcement staff to inspect targeted areas of the city to facilitate neighborhood improvements.

**City of San Clemente** – Project Manager. Provided interim Code Enforcement staff to assist with their Code Enforcement Program.

**City of Superior, AZ** - Direct and participate in the review of the city’s code enforcement policy and procedures and make recommendations for changes, as necessary. Development and Implementation of a Nuisance and an Administrative Citation Ordinance.

**City of La Canada Flintridge** - Direct and participate in the review of the city’s code enforcement policy and procedures and make recommendations for changes, as necessary. Development and Implementation of a Nuisance, Cost Recovery and an Administrative Citation Ordinances. Provided interim code enforcement staff to conduct inspections and facilitate neighborhood improvements.

# City of Loma Linda

**City of Del Mar** - Provided interim code enforcement staff to the City and managed their entire Code program.

**City of Newport Beach** - Provided interim code enforcement staff to the City and managed their entire Code program.

It should be noted that the project list above is not a comprehensive list of all our past code clientele but represents a small portion of the Municipalities we have served. We have also successfully provided services to the following jurisdictions as a further sample of our experience and clientele:

- Bradbury
- Burbank
- Costa Mesa
- Desert Hot Springs
- El Monte
- Folsom
- Fountain Valley
- Hermosa Beach
- Huntington Beach
- Laguna Woods
- Laguna Niguel
- Manhattan Beach
- Maywood
- Pasadena
- San Diego County
- San Juan Capistrano
- San Luis Obispo
- Sierra Madre
- Thousand Oaks
- Ventura
- West Hollywood

## References

### ***City of Garden Grove***

Ana V. Neal

13802 Newhope St.

Garden Grove, CA 92843

(714) 741-5554

Project: Providing animal control staff to assist with City services.

### ***City of La Puente***

John Di Mario

15900 East Main Street

La Puente, CA 91744

(626) 855-1517

Project: Program assessment, development, training, and implementation. Staff augmentation providing full-time staffing, enforcement of building, zoning, and nuisance-related issues.

### ***City of La Canada Flintridge***

Susan Koleda

1327 Foothill Boulevard

La Canada Flintridge, CA 91011

(818) 780-8881

Project: Provided interim code enforcement staff.

### ***City of Torrance***

Michelle Ramirez

3031 Torrance Boulevard

Torrance, CA 90503

(310) 618-2550

Project: Staff augmentation, providing code enforcement staff, enforcement of building, zoning, vendor, and nuisance-related issues.

In closing, Willdan has provided code compliance services to numerous different California Cities and Counties. We are confident our team can provide the customer service-based code compliance program the City is seeking. We hope this proposal meets with your approval. The resumes for our proposed team can be found below. Please let me know if you have any questions or require additional information.

## Albert Brady, C.B.O.

### Deputy Director of Building & Code Enforcement

#### Education

1988, AA, Liberal Arts, California State University, Fullerton

1990, BA, Business Administration, University of Southern California, Los Angeles

#### Registration

PC 832 Certificate, Orange County Sheriff's Academy, Orange, CA

Basic Certification, SCACEO - Southern California Association of Code Officials

Intermediate Certification, SCACEO - Southern California Association of Code Officials

Advanced Certification, SCACEO - Southern California Association of Code Officials

Supervisory Certification, SCACEO - Southern California Association of Code Officials

Watershed Management Certificate, EPA - Environmental Protection Agency, Sacramento, CA

ICC Certified Building Official

#### Affiliations

Past Education Chair, California Association of Code Officials, Sacramento, CA

Past Board Member, California Association of Code Enforcement Officials, Sacramento, CA

Member, American Association of Code Enforcement

#### 30 Years' Experience

**Mr. Albert Brady** is a Willdan Engineering code enforcement manager with 30 years of experience. Mr. Brady is responsible for Code Enforcement Services Company wide including California and Arizona. Mr. Brady leads a team of code enforcement professionals who can provide both short and long-term services including management of code enforcement departments.

#### Relevant Project Experience

**County of Riverside, California.** Code Enforcement Director. Managed the Code Enforcement Department for the entire County of Riverside. Assigned to oversee all operations and respond to all citizen concerns, County CEO complaints and Board inquiries; Prepare and monitor the Department's budget including all revenues and expenditures. Prepare regular staff reports for the Board of Supervisor's regarding ordinance development and/or municipal code revisions. Provide personnel with direction, develop and update the Division's Policy and Procedure manual and verify that staff adheres to all policies established within the Department. Evaluate staff's performance on a regular basis and pursue disciplinary action when appropriate. Interview and hire all personnel. Attend regular staff meetings; meet with civic groups such as the Chamber of Commerce, Board of Realtors, Neighborhood groups and Homeowner's Associations. Interact with various departments, County, State and Federal organizations when necessary. Interact with The Riverside County District Attorney's Office regarding criminal investigations and County Counsel for Civil proceedings such as Nuisance abatements, injunctions and/or receiverships.

**AndersonPenna, Newport Beach, California.** Code Enforcement Manager. Managed the Code Compliance Division for a firm that provides contract code services to Municipalities in Southern California. Contract services varied from staff augmentation, program development and consulting. Provided service to different jurisdictions in California including the following government agencies; County of Orange, City of Laguna Woods, Pasadena, Ventura, La Canada Flintridge, Upland, Fountain Valley, Tustin, Desert Hot Springs, and San Juan Capistrano. Developed and implemented code programs, ordinances (civil citation, nuisance ordinance, rental inspection programs) and policies and procedures manuals. Managed all contracts for service delivery and all contract employees assigned to the projects. Attended regular City Council meetings and assured projects remained within budget.

**City of Moreno Valley, California.** Code & Neighborhood Services Official. Responsible for managing the Code and Neighborhood Services Division which is comprised of the Parking Enforcement Team and the Code Compliance Group. Assigned to oversee all operations and respond to all citizen concerns, City Manager complaints and Council inquiries; Prepare and monitor the Division's budget including all revenues and expenditures. Manage agreements with outside contractors that provide service to the City including Riverside County Environmental Health, Abatement Contractors, and Citation Processing Services. Monitor and prepare quarterly and annual reports for three separate Federal programs. Prepare regular staff reports for City Council regarding ordinance development and/or municipal code revisions. Manage specialized programs such as the City's Graffiti Restitution Program, Shopping Cart Containment Ordinance and the Rotational Tow Service Program. Provide personnel with direction, develop and update the Division's Policy and Procedure manual and verify that staff adheres to all policies

established within the Division. Evaluate staff's performance on a regular basis and pursue disciplinary action when appropriate. Interview and hire personnel. Attend regular staff meetings; meet with civic groups such as the Chamber of Commerce, Board of Realtors, Neighborhood groups and Homeowner's Associations.

**Albert Brady**  
*Continued*

**Willdan, Anaheim, California.** Code Enforcement Supervisor. Managed the Code Compliance Division for a firm that provided contract code services to Municipalities in the western United States. Contract services varied from staff augmentation, program development and consulting. Provided service to different jurisdictions in California, Arizona and Nevada including the following government agencies; County of Orange, City of Anaheim, South Pasadena, Bradbury, La Canada Flintridge, Rosemead, Hawaiian Gardens, Los Alamitos, Irvine, Laguna Hills, Del Mar, La Palma, and San Juan Capistrano. Developed and implemented code programs, ordinances (civil citation, nuisance ordinance, rental inspection programs) and policies and procedures manuals. Managed all contracts for service delivery and all contract employees assigned to the projects. Attended regular City Council meetings and assured each project remained within budget.

**City of Anaheim, California.** Senior Code Enforcement Officer. Supervised the CDBG team of the Code Enforcement Division which consisted of seventeen employees. Enforced City regulations and codes to enhance and preserve the quality of neighborhoods. Received citizen complaints of Municipal Code violations and coordinated the resolution of those concerns. Provided training to employees; established and maintained the Division's policy and procedure manual and ensured that the established practices were followed. Performed regular evaluations of employees, prepared internal and external memorandums, staff reports, developed ordinances and assisted with the annual preparation of the Planning Department Budget.

**City of Anaheim, California.** Code Enforcement Officer II. Conducted field investigations and site surveillance of residential, commercial and industrial properties. Enforced all applicable code provisions, ordinances and statutes; issued infraction and misdemeanor citations for violations regarding zoning, litter, abandoned vehicles, weeds and debris accumulation. Photographed evidence, prepared diagrams, interviewed potential witnesses and composed letters to ensure remedial action was taken; received complaints from citizens; issued correction notices and performed abatements when necessary. Prepared memos and investigative reports.

**City of Anaheim, California.** Code Enforcement Officer I. Performed field inspections and enforced municipal code provisions (such as animal regulations, business license requirements, and building permits). Explained regulations relating to municipal code provisions including zoning, land use, planning, and design review. Responded to citizen complaints regarding potential code violations; conducted research of property ownership, past permits and all applicable code regulations. Coordinated enforcement actions with other City departments and other governmental agencies, as necessary.

**City of Anaheim, California.** Housing Coordinator/Inspector. Performed field inspections of all Section 8 Housing Vouchers for the City of Anaheim Housing Authority. Inspections were performed to verify compliance with the Housing Quality standards; for new vouchers and as part of the annual recertification program. Additional duties included providing notices for non-compliant units to both property owners and residents, negotiating rents, performing recertification paperwork, re-inspections of non-compliant units, and assisting customers with additional benefits available through the family self-sufficiency program.

## John (Terry) Cox

### Code Enforcement Manager

#### Education

*B.S., Business Management,  
California Coast University,  
Santa Ana, CA*

*Business Management,  
California State University,  
Long Beach*

*Psychology, Cerritos Community  
College*

#### Licenses/Certifications

*PC 832 Certificate - Rio Hondo  
Community College*

*Certified Code Enforcement  
Officer, CACEO - California  
Association of Code  
Enforcement Officials*

*Basic Certification, SCACEO  
- Southern California  
Association of Code  
Enforcement Officials*

*Intermediate Certification,  
CACEO - California  
Association of Code  
Enforcement Officials*

*Advanced Certification,  
CACEO - California  
Association of Code  
Enforcement Officials*

*Supervisory Certification,  
CACEO - California  
Association of Code  
Enforcement Officials*

*Watershed Management  
Certificate, EPA -  
Environmental Protection  
Agency, Sacramento, CA*

#### Affiliations

*Member, California  
Association of Code  
Enforcement Officials*

#### 27 Years' Experience

**Mr. Terry Cox** is a Code Official with over 26 years' experience in addressing community blight through developing effective neighborhood strategies. He has demonstrated the ability to train, motivate and manage cohesive teams focused on preserving communities. He is experienced in neighborhood improvement projects, operational management, community relations, consulting and project management.

#### Relevant Project Experience

**County of Orange, CA.** Code Enforcement Manager. Oversaw the day-to-day operations of the Neighborhood Preservation Section with the County of Orange, which includes the training and supervision of both County and contract staff. Worked closely with staff from the Board of Supervisors, CEO's office, multiple County Departments, and additional outside agencies to coordinate investigations/enforcement activities and communicate findings/results, as well as to provide thorough and effective service to unincorporated islands within the County of Orange. Prepared and provided staff reports, departmental work plans, educational/informational materials and special presentations related to code enforcement. Developed and implemented policies and procedures to improve program efficiency and effectiveness. Coordinated and implemented special projects such as community cleanup days, target area sweeps and community meetings, thus spearheading the community outreach efforts of OC Development Services/OC Public Works. Communicated, both verbally and in writing, with representatives of the District Offices to address potential code-related concerns (Board of Supervisors). Analyzed current Neighborhood Preservation procedures and implemented changes when needed to improve program efficiency/effectiveness and staff morale (i.e., office hearing scheduling procedures, improved notification process, changes in rotational case assignments, etc.). Prepared and hosted Neighborhood Preservation bi-weekly meetings to maintain staff awareness of program status, goals and accomplishments, as well as to obtain feedback from staff with regards to improving the program. Reviewed officer prepared notifications to the public and case files submitted for closure to maintain quality assurance, providing staff with assistance and direction when needed. Researched and organized additional training for members of staff to improve officer awareness and effectiveness. Responsible for annual staff member reviews, coaching up of staff, and disciplinary action towards staff as needed. Responsible for developing and maintaining the annual budget for Neighborhood Preservation, as well as overseeing contract development/operations. Highly involved with the development and implementation of the new Land Management System and the Customer Resource Management online portal now utilized throughout OC Public Works to provide easily accessible online services to the stakeholders and visitors of Orange County.

**AndersonPenna, Newport Beach, California.** Senior Code Enforcement Officer. Managed overall contract and day-to-day operations of contract code staff assigned to the County of Orange. Received calls for service and investigated potential zoning, building, grading and general property maintenance code violations. Collected and documented evidence as part of code casework. Issued notices and administrative citations as needed to ensure code compliance. Prepared briefing papers and reports for review by management of the Board of Supervisors. Prepared and carried out inspection and abatement warrants. Planned,



# City of Loma Linda

**Terry Cox**  
*Continued*

prepared and participated in community meetings and clean-up events. Worked closely with County Counsel and the District Attorney's office to host meetings, carryout civil litigation, and proceed with criminal court filings when voluntary compliance was not obtained.

**Willdan, Anaheim, California.** Senior Code Enforcement Officer. Managed overall contract and day-to-day operations of contract code staff assigned to the County of Orange. Received calls for service and investigated potential zoning, building, grading, and general property maintenance code violations. Collected and documented evidence as part of code casework. Issued notices and administrative citations as needed to ensure code compliance. Prepared briefing papers and reports for review by management and the Board of Supervisors. Prepared and carried out inspection and abatement warrants. Planned, prepared, and participated in community meetings and clean-up events. Worked closely with County Counsel and the District Attorney's office to host meetings, carry out civil litigation, and proceed with criminal court filings when voluntary compliance was not obtained. Provided code services to the City of La Canada-Flintridge. Also, prepared community education materials pertaining to code enforcement for the City of Laguna Hills.

**City of Anaheim, California.** Code Enforcement Officer II. Conducted field investigations and site surveillance of residential, commercial, and industrial properties. Enforced all applicable code provisions, ordinances and statutes; issued infraction and misdemeanor citations for violations regarding zoning, litter, abandoned vehicles, weeds and debris accumulation. Photographed evidence, interviewed potential witnesses and composed letters to ensure remedial action was taken; received complaints from citizens; issued correction notices and performed abatements when necessary. Prepared memos and investigative reports. Responsible for the enforcement of parking violations and illegal street vendor activity.

**City of Paramount, California.** Code Enforcement Officer I. Conducted field investigations and site surveillance of residential, commercial and industrial properties. Enforced all applicable code provisions, ordinances and statutes; issued infraction and misdemeanor citations for violations regarding zoning, litter, abandoned vehicles, weeds and debris accumulation. Photographed evidence, interviewed potential witnesses and composed letters to ensure remedial action was taken; received complaints from citizens; issued correction notices and performed abatements when necessary. Prepared memos and investigative reports. Responsible for the enforcement of parking violations and illegal street vendor activity. Also responsible for Public Safety fleet maintenance and supervised the Los Angeles County inmates (trustees) assigned to provide maintenance services at the City's Public Safety Substation.



## Ericka Dominguez

### Animal Control Officer

#### Education:

*BS, Canine Studies, Bergin  
College of Canine Studies,  
Penngrove, CA*

*AS, Social and Behavioral  
Science, Santa Rosa Community  
College, Santa Rosa, CA*

#### Registrations/Certifications:

*Business Management, Santa  
Rosa Community College, CA*

**Ms. Ericka Dominguez** is an experienced Willdan Animal Control Officer providing humane care to animals through her patience, empathy, and nurturing disposition. Ms. Dominguez is well versed in interacting skillfully with the public to calm them in difficult situations. She possesses a professional and comforting manner and has experience in challenging environments. She also knows the importance of listening and responding appropriately. Ms. Dominguez is available to assist our Southern California clients with Animal Control services.

#### Relevant Project Experience

**City of Garden Grove, CA (Willdan).** Animal Control Officer. Ms. Dominguez provides animal control services for the City of Garden Grove, enforcing municipal codes and ordinances to ensure public safety and the humane treatment of animals. She responds to service calls involving stray, injured, and aggressive animals, conducts investigations, and takes appropriate enforcement actions, including issuing citations and warnings for violations such as unlicensed pets and leash law infractions. Ericka educates the public on responsible pet ownership, licensing requirements, and local regulations while collaborating with shelters, veterinarians, and law enforcement agencies to facilitate rescues, adoptions, and compliance efforts. She also conducts field inspections and patrols to proactively address animal-related concerns and maintains detailed reports and records of all enforcement activities.

**Southeast Area Animal Control Authority (SEAACA), Downey, CA.** Animal Control Officer. Ms. Dominguez conducted animal rescues, handled cruelty and neglect case investigations, and actively participated in public education and outreach efforts. Ericka also played a crucial role in the daily operations of the animal shelter, ensuring the well-being of the animals in their care. She responded promptly to emergency calls, showcasing her ability to work effectively under pressure. Her meticulous record-keeping and collaborative spirit with fellow officers and animal welfare organizations made her a valuable asset to the team. Ericka's commitment and dedication significantly improved animal welfare and community safety within her jurisdiction.

**VIP, Windsor, CA.** Supervising Veterinary Assistant. Ms. Dominguez served as a Supervising Veterinary Assistant, where she supervised a team of 4 employees, providing guidance and support in their daily tasks. She was crucial in training new employees, ensuring they were well-equipped to provide exceptional animal care. Ericka managed and ran a mobile pet clinic, demonstrating her dedication to reaching and serving a diverse range of clients and their beloved pets. Her exceptional customer service skills were evident in her interactions with clients, where she consistently went above and beyond to address their needs and concerns. Ericka also skillfully managed store account relationships, fostering strong partnerships with suppliers and clients. Additionally, she oversaw signage and marketing efforts, effectively promoting the clinic's services and enhancing its visibility in the community. Ericka's unwavering passion for working with animals was the driving force behind her success in this role, making her an invaluable asset to the team.

## Mitchell Levy

Animal Control Officer

### Education

*B.S. Operations  
Management, California  
Polytechnic State University  
Pomona, Pomona, CA*

### Certifications/Registrations

*San Diego County Sheriff's  
Sergeant Academy*

*Interviewing and  
Interrogation Techniques,  
Behavior Analysis Training  
Institute (BATI)*

*Federal Emergency  
Management Agency  
(FEMA) Training*

*Animal Control Officer  
Department of Animal  
Services Animal Control  
Academy*

*San Diego County's Dynamic  
Management System*

*Effective Communications  
and Human Relations, Dale  
Carnegie*

### 13 Years' Experience

**Mr. Mitchell Levy** has 13 years of experience in municipal codes pertaining to safety, animal control, zoning, and housing, environmental regulations, public nuisance laws and more. He is able to establish and maintain effective working relationships with the public and private sector and is a solution-oriented person. Mr. Levy conducts follow-up activities to monitor and ensure compliance and maintains close verbal and written contact regarding progress with the complainants. He is knowledgeable in de-escalation tactics and conflict resolution through communication and is available to assist our Southern California clients with Code Enforcement.

### Previous Work Experience

**County of San Diego, San Diego CA.** Code Compliance Officer. Mr. Levy investigated potential code violations and conducted on-site inspections, interpreted local ordinances and regulations to determine code violations, and prepared reports detailing the results of investigations and inspections. He provided technical assistance to property owners regarding zoning requirements, permits, and other related issues, enforced laws pertaining to land use planning, environmental protection, public health and safety, and assessed citations, civil penalties and court ordered abatements, when necessary for noncompliance with codes.

**County of San Diego, San Diego, CA.** Supervising Animal Control Officer. Mr. Levy monitored animal control officers to ensure proper enforcement of animal welfare regulations, provided training and guidance to new animal control officers on policies, procedures, and safety protocols, and maintained detailed records for all cases handled by the animal control unit including incident reports and euthanasia logs. He collaborated with law enforcement agencies on criminal investigations related to animal welfare issues, prepared court documents and testified in court proceedings as necessary, and interviewed witnesses to investigate reports of animal attacks or cruelty. Mr. Levy also participated in community outreach activities regarding animal welfare topics.

**County of San Diego, San Diego, CA.** Animal Control Officer. Mr. Levy enforced all state and local animal related laws and ordinances, responded to animal control related calls and complaints from the public, and conducted investigations of suspected animal cruelty/neglect cases, interviewed witnesses, and collected evidence. He worked directly with the District Attorney's office and attended court hearings regarding alleged violations of animal cruelty/neglect laws and investigated allegations of animal bites and quarantine and isolation procedures as required by law. Mr. Levy participated in community outreach events focused on pet adoption, low-cost spaying and neutering services, rabies vaccination clinics.



## Darrell Gipson

Animal Control/Code Enforcement Officer

### Education/Training

Code Enforcement,  
Santiago Canyon College,  
Orange, CA

Community Emergency  
Response Team  
Coordinator

CPR/First Aid Certification,  
American Heart  
Association

PC 832 – Powers of Arrest

**Mr. Darrell Gipson** is a Willdan Code Enforcement Officer who understands property legal descriptions, lots, and easements and has excellent communication and organizational skills. He can establish and maintain effective working relationships with the public and private sectors and is a solution-oriented person that utilizes out-of-the-box and critical thinking to obtain solutions. Mr. Gipson is also a valuable member of the vendor control team Willdan has assigned to assist the City of Inglewood.

### Relevant Project Experience

**City of Grand Terrace, CA (Willdan).** Code Enforcement/Animal Control Officer. Mr. Gipson addressed loud noise complaints (roosters and barking dogs), dead animal clean-up, loose/wild animal retrieval (i.e. dogs, raccoons, etc), and other various animal concerns within city boundaries. Mr. Gipson received and investigated animal and code violation complaints, researched complaints regarding violations of city codes, ordinances standards, laws, and safety regulations, investigate illegal food vendors and businesses on the preparation, handling, and serving of food products, work with residents, business representatives, and other parties to resolve existing code violations and achieve compliance with zoning, building, health, nuisance, vehicle abatement, business license, and property maintenance codes and ordinances. He prepared and maintained casework through the gathering and documentation of evidentiary materials, He prepared and issued notices and citations to parties in an attempt to achieve compliance, Darrell also prepared reports and memos for review by supervision; maintained daily inspection logs, records, statistics, and files pertaining to code enforcement activity. Mr. Gipson also served as the Community Emergency Response Team Coordinator for the City.

**City of Fontana, CA (Willdan).** Code Enforcement Officer. Mr. Gipson is part of the Willdan team assigned to handle vendor control in the city. He assists city and county staff with the enforcement of city and state codes pertaining to street food vendors within the city. He effectively communicates with and educates illegal food vendors, while taking additional enforcement action as needed.

**City of Inglewood, CA (Willdan).** Code Enforcement Officer. Mr. Gipson is part of the Willdan team assigned to handle vendor control in the city. He assists city and county staff with the enforcement of city and state codes pertaining to street food vendors within the city. He effectively communicates with and educates illegal food vendors, while taking additional enforcement action as needed.

**Lending3 Inc., Fountain Valley, CA.** Branch Manager. Mr. Gipson managed and provided employee mentorship to a team of 11 virtual loan officers. He led the charge in customer service by providing a high-quality customer service in building and maintaining productive relationships with new and existing clients, realtors, appraisers, builders, brokers, and title companies. He prepared financial statements for the branch, oversaw reports for budgets and financial reports, and created plans and forecasts that were built to meet future needs. Mr. Gipson actively pursued business development relationships within the community.



**CITY OF LOMA LINDA  
AGREEMENT FOR CONTRACTOR SERVICES FOR  
ON-CALL ANIMAL CONTROL SERVICES**

THIS AGREEMENT is made and entered into this March 11, 2025, by and between THE CITY OF LOMA LINDA, a Municipal Corporation (hereinafter referred to as "CITY") and WILLDAN ENGINEERING COMPANY, a California Corporation (hereinafter referred to as "CONTRACTOR").

**A. RECITALS**

1. City has heretofore requested of CONTRACTOR the performance of services with respect to On-Call Animal Control Services (PROJECT" hereinafter);
2. CONTRACTOR has now submitted its proposal for the performance of such services;
3. CITY desires to retain CONTRACTOR to perform the services necessary to render advice and assistance to CITY relating to the PROJECT;
4. CONTRACTOR represents that it is qualified to perform such services and is willing to perform such services as hereinafter defined.

NOW, THEREFORE, IT IS AGREED by and between CITY and CONTRACTOR as follows:

**B. AGREEMENT**

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:
  - a. PROJECT: The preparation of all of the necessary documents, and reports with respect to the Scope of Services described herein and hereto, and made a parthereof;
  - b. SCOPE OF SERVICES: Such services as are necessary to be performed by CONTRACTOR in order to complete the WORK as set forth herein in Exhibit "A" attached hereto and incorporated herein by reference;
2. CONTRACTOR agrees as follows:
  - a. CONTRACTOR shall forthwith undertake and complete the PROJECT in accordance herein specified and applicable with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of the CITY.
  - b. CONTRACTOR shall at CONTRACTOR'S sole cost and expense, secure and hire such other persons as may, in the opinion of CONTRACTOR, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONTRACTOR, CONTRACTOR hereby warrants that such other persons shall be fully qualified to perform services required hereunder.

- c. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, secure the required issuance of a City Business License as a condition precedent to being engaged as a CONTRACTOR within the CITY.
3. CITY agrees as follows:
    - a. To pay to CONTRACTOR at the rate OF \$75.00 per hour as set forth in Exhibit A. The listed rates shall cover the cost of all direct and indirect costs or fees, including the work of employees and consultants of CONTRACTOR.
    - b. Optional Services: Payments for additional services requested, in writing, by CITY, and not included in the Scope of Services, shall be paid as agreed upon by the CITY and CONTRACTOR in writing. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within 30 days after said invoices are received by CITY.
  4. CITY agrees to provide to CONTRACTOR:
    - a. Information and assistance in the Scope of Services, hereto;
    - b. Copies of information, if available, which CONTRACTOR considers necessary in order to complete the Project;
    - c. Such information as is generally available from CITY files applicable to the Project;
    - d. Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONTRACTOR'S responsibility to make all initial contact with respect to the gathering of such information.
  5. Ownership of Documents: All documents, data, studies, photographs and reports prepared by CONTRACTOR pursuant to this Agreement shall be considered the property of the CITY and, upon payment for services performed by CONTRACTOR, such documents and other identified materials shall be delivered to CITY by CONTRACTOR. CONTRACTOR may, however, make and retain such copies of said documents and materials as CONTRACTOR may desire.
  6. Termination: Either CITY or CONTRACTOR may terminate this Agreement upon giving the other party 30 days written notice. In the event this Agreement is so terminated, CONTRACTOR shall be compensated at CONTRACTOR'S applicable rates as set forth in Attachment 1 to Exhibit A for work completed as of the date of termination. CONTRACTOR shall provide to CITY any and all documents, studies, photographs and reports, whether in draft or final form, prepared by CONTRACTOR as of the date of termination.
  7. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in Paragraph 7. The below-named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

8. Term of Contract: This Agreement shall commence on the date of execution and shall remain and continue in effect until terminated as provided in Paragraph 6 above.

CITY: CITY OF LOMALINDA  
Name: T. JARB THAIPEJR, P.E.  
Title: CITY MANAGER  
Address: 25541 BARTON ROAD, LOMA LINDA, CA 92354

CONTRACTOR: WILLDAN ENGINEERING COMPANY

Name: Albert Brady

Title: Deputy Director of Building and Safety

Address: 13191 Crossroads Parkway North Suite 405

Industry, CA 91746

Any such notices, demands, invoices or written communications, by mail, shall be deemed to have been received by the addressee forth-eight (48) hours after deposit thereof in the United States Mail, postage prepaid, and property addressed as set forth above.

9. Insurance:

- a) Type of /Required Coverages

Without limiting the indemnity provisions of the Contract, the Contractor shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

- (1) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, with minimum limits of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and \$2,000,000 aggregate total bodily injury, personal injury and property damage. Commercial General Liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

**Products-Completed Operations:** Contractor shall procure and submit to City evidence of insurance for a period of at least three (3) years from the time that all work under this Contract is completed.

- (2) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1), including owned, non-owned and hired autos, or the exact equivalent, with minimum limits of \$1,000,000 for bodily injury and property damage, each accident. If Contractor owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy. Automobile liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement.

- (3) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.
- (4) **Professional Liability:** Professional Liability insurance with coverage of not less than \$3,000,000 each claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusion that may potentially affect the work to be performed.

b) Endorsements

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- 1) The insurance coverages required by Section (a)(1) Commercial General Liability; and (a)(2) Automobile Liability Insurance shall contain the following provisions or be endorsed to provide the following:

**Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Contract. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

Additional Insured Endorsements shall not:

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of contractor
4. Exclude "Third-Party-Over Actions"
5. Contain any other exclusion contrary to the Contract)

**Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance.

- 2) The policy or policies of insurance required by Section (a)(3) Workers' Compensation shall be endorsed, as follows:

**Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

c) Notice of Cancellation

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

d) Waiver of Subrogation

Required insurance coverages shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision.

e) Evidence of Insurance

The Contractor, concurrently with the execution of the contract, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

f) Deductible or Self-Insured Retention

Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

g) Contractual Liability

The coverage provided shall apply to the obligations assumed by the Contractor under the indemnity provisions of this contract.

h) Failure to Maintain Coverage

Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Contract. In addition, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon.

In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

i) Acceptability of Insurers

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 authorized to do business 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. Any other rating must be approved in writing in accordance with the City.

j) Claims Made Policies

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial Contractor's Contract with the City and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least three (3) years from termination or expiration of this Contract.

Upon expiration or termination of coverage of required insurance, Contractor shall procure and submit to City evidence of "tail" coverage or an extended reporting coverage period endorsement for the period of at least three (3) years from the time that all work under this contract is completed.

k) Insurance for Subcontractors

Contractor shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the City as an Additional Insured to the Subcontractor's policies.

10. Indemnification:

- a) Defense, Indemnity and Hold Harmless. Contractor shall defend, indemnify and hold harmless the City, its present and former officers, directors, employees, agents, volunteers, mayor, staff, boards, committee and representatives, as broadly interpreted (collectively, the "Indemnified Parties"), of and from all claims, suits, demands, obligations, losses damages, sums or any other matters, threatened or presently asserted, including but not limited to all legal fees, costs of defense and litigation expenses (including legal fees, expert fees and any other costs or fees, including those of adverse parties imposed on or sought against the Indemnified Parties), arising directly or indirectly out of any liability or claim of loss or liability for personal injury, bodily injury to persons, contractual liability, errors or omissions, breach, failure to perform, damage to or loss of property, or any other loss, damage, injury or other claim of any kind or nature arising out of the work to be performed by Contractor herein, caused by or arising out of the negligent acts or omissions, or intentional misconduct or other actions, omissions or conduct of Contractor, including its subcontractors, employees, agents and other persons or entities performing work for Contractor.
- b) Contractual Indemnity. To the fullest extent permitted under California law, Contractor shall contractually indemnify, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, amounts for good faith settlement, or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees and costs), arising out of or related to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Consultant is legally liable, including but not limited to Contractor's officers, agents, independent contractors, subcontractors or affiliated or related entities and/or its or their employees, agents and representatives, including all negligent acts or omissions, or intentional misconduct or other actions, omissions to act or conduct of Contractor, including its subcontractors, employees, agents and other persons or entities performing work for Contractor. Indemnification shall include any claim that Contractor or

Contractor's employees or agents, are or may be considered and treated to be employees of the City or are entitled to any employee benefits from City, including but not limited to those available under Public Employees Retirement Law. The obligation to indemnify, defend and hold harmless the Indemnified Parties shall apply to all liability as defined above regardless of whether the Indemnified Parties were or are alleged to have been negligent, except that it shall not apply to claims arising from the sole negligence or willful intentional misconduct of the Indemnified Parties. Contractor's obligation to defend the Indemnified Parties is not contingent upon there being an acknowledgement of or determination of the merit of any claims, liability, demands, causes of action, suits, losses, expenses, errors, omissions and/or costs.

- c) **Subcontractors and Indemnification.** Contractor agrees to and shall obtain executed indemnity agreements in favor of the Indemnified Parties with provisions identical to those set forth from each and every Subcontractor, Sub consultant or other person or entity involved by, for, with, or on behalf of Contractor in the performance of any aspect of this Agreement. In the event Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible for each and every Subcontractor, Subconsultant or other person or entity in terms of defense, indemnity and hold harmless obligations in favor of the Indemnified Parties. This obligation to indemnify and defend the Indemnified Parties is binding on the successors, assigns or heirs of Contractor and shall survive the full performance or termination of this Agreement. These indemnification provisions are independent of and shall not in any way be limited or superseded by the insurance requirements and insurance-related provisions and all damages, fines, or penalties or loss of theft to the property of the City arising out of or related in any way to the negligent acts or omissions or intentional misconduct or other Contractor conduct or activities and/or conduct or activities of Contractor's officers agents independent contractors, subcontractors or affiliated or related entities and/or its or their employees, agents and representatives, whether such actions, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not. City assumes no responsibility whatsoever for any property placed on the premises of City. Contractor further agrees to waive all rights of subrogation against the Indemnified Parties.
- d) **City Lost or Damaged Property Theft.** Contractor further agrees to pay or cause to be paid for the indemnified parties' benefit for any of this agreement.
- e) **Non-Waiver and Non-Exhaustion of City's Further Rights and Remedies.** No aspect of this provision shall in any way limit or effect the rights of the Indemnified Parties against the Contractor under the terms of this Agreement or otherwise. The indemnification provisions shall apply regardless of whether this Agreement is executed after Contractor begins the work and shall extend to claims arising after this Agreement is performed or terminated, including a dispute as to the termination of Contractor. The indemnity obligations of Contractor shall continue until it is determined by final judgment that the claim against the City and any Indemnified Parties is determined by final judgment and after exhaustion of any rights of appeal.
- f) **Limitations on Scope of Indemnity.** Notwithstanding the foregoing, Contractor shall not be responsible for indemnification for claims or losses caused solely by the negligence or intentional wrongdoing of Indemnified Parties. Further, the indemnity provided shall be interpreted as broadly as permitted under California law and as to agreements between

- parties, and shall if required be reformed to be consistent with those laws to protect and save this provision for the protection of the Indemnified Parties.
11. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONTRACTOR without the prior written consent of CITY.
  12. Independent Contractor: The parties hereto agree that CONTRACTOR and its employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY, including eligibility under Public Employees Retirement Law. The personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR'S exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S officers, employees, or agents, except as set forth in this Agreement. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except for the fees paid to CONTRACTOR as provided in this Agreement, CITY shall not pay salaries, wages, or other compensation to CONTRACTOR for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONTRACTOR for injury or sickness arising out of performing services hereunder.
  13. Compliance With Laws: CONTRACTOR shall comply with all State, Federal, or applicable laws and regulations in performing its obligations under this Agreement.
  14. Confidentiality: Information and materials obtained by the CONTRACTOR from CITY during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the CONTRACTOR for any purpose other than the performance of this Agreement.
  15. Discrimination: The CONTRACTOR agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, gender, age, marital status, or place of national origin. CONTRACTOR agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.
  16. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any litigation concerning this Agreement shall take place in superior or federal district court with jurisdiction over the City of Loma Linda.
  17. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover reasonable attorneys' fees and costs from the opposing party in an amount determined by the Court to be reasonable.
  18. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only as it is in writing, signed by all parties.
  19. Contents of Proposal: Contractor is bound by the contents of the proposal submitted by Contractor, Exhibit "A" hereto. In the event of conflict, the requirements of this Agreement shall take precedence over those contained in the Contractor's proposal.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the day and year first set forth above.

CONTRACTOR:

CITY:

City of Loma Linda, A Municipal Corporation

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_  
*Typed/Printed*

Name: Phillip Dupper  
*Typed/Printed*

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

Title: Mayor

CONTRACTOR:

By: \_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_  
*Typed/Printed*

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

**ATTEST:**

\_\_\_\_\_  
Lynette Arreola, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane Robbins, City Attorney



**J. Appropriate \$64,600 from General Fund Balance and Award Contract to Purchase and Install an AC Unit and a Stove at the Senior Center [Public Works]**

Meeting	Agenda Group
Tuesday, March 11, 2025, 7:00 PM	Consent Calendar Item: 3J.
To	From
City Council	Jeff Peterson, Associate Engineer
Via	
T Jarb Thaipejr, City Manager	

**RECOMMENDATION:**

It recommended that City Council appropriate \$64,600 from General Fund Balance. It is then recommended that City Council awards a contract to Loma Linda Heating & Air Conditioning, Inc. in an amount of \$48,522.51 for purchase and installation of an A.C. Unit, a contract to Johnson-Lancaster and Associates, Inc. in an amount of \$9,999.92 to purchase a commercial quality stove and authorize a contingency allocation of \$6,000. Staff will provide inspection and contract management services.

**BACKGROUND:**

Staff monitors, analyzes and recommends maintenance and replacement of City infrastructure on a continual basis. Due to current budget constraints postponing replacements with temporary repairs have been utilized to obtain maximum life expectancy of some mechanical equipment. Unfortunately, that method may allow for gaps in service when failure occurs. Loma Linda Heating & Air Conditioning, Inc., the approved HVAC maintenance contractor, has been very helpful is keeping our equipment functioning. We are now at the end of life for the AC units servicing the Senior Center. Additionally, the Facilities Maintenance Coordinator has been performing similar tasks on other equipment, noting the kitchen stove is also in need of replacement.

**ANALYSIS:**

A proposal was requested and has been reviewed from Loma Linda Heating & Air Conditioning, Inc., the approved vendor. A cost proposal of \$48,522.51 was submitted and is in line with recent similar work completed at the Library. A quote was also requested and reviewed from Johnson-Lancaster and Associates, Inc. of Clearwater, FL via the approved Joint Authority Purchasing Vendor contract, Omnia Partners. A cost proposal of \$9,999.92 was submitted and is in line with recent similar purchases. It is not unusual for a project to change the quantities of work or the scope of work as field conditions dictate. This is generally caused by unforeseen circumstances or work needed to maintain the integrity of the project. Staff recommends an allocation of ±10% of the construction amount (\$6,000.00) for a contingency allocation.

**ENVIRONMENTAL IMPACT:**

N/A

## **FINANCIAL IMPACT:**

Appropriate \$64,600 from General Fund Balance into Account No. 0015500-58220, Facilities.

## **Attachments**

[Senior Center AC Unit 2025.pdf](#)

[Stove for Senior Center.pdf](#)



Loma Linda Heat & Air  
 PO Box 11609  
 San Bernardino, CA 92423  
 (909) 792-1882

**BILL TO**

CITY OF LOMA LINDA - MAIN BLDG  
 25541 Barton Road  
 Loma Linda, CA 92354 USA

<b>ESTIMATE</b> <b>18041879</b>	<b>ESTIMATE DATE</b> Mar 03, 2025
------------------------------------	--------------------------------------

**Home Improvement Contract**  
 License #825214

**JOB ADDRESS**

Senior Center  
 25571 Barton Road  
 Loma Linda, CA 92354 USA

**Job:** 18040472

**Technician:** Javier Martinez

**DESCRIPTION OF THE PROJECT & DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED & EQUIPMENT TO BE INSTALLED**

Upgrade unit #2 Senior Center: Removal of existing equipment and installation of new.

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
FULL-INST	<p>Installation of new 10 Ton heat pump multistage rooftop package unit to replace existing 12.5 ton Carrier unit #2 for the senior center. Carrier model#50FCQM12A2A5-0A0A0 with Title 24 Horizontal economizer and supporting equipment model#ECH-SRT34/1107-HEC and curb adapter model#1-4010-4009. All new metal work and transitions to be adapted to the existing ductwork, high voltage connections from new disconnect into unit, low voltage connections, from new controls to equipment, communicating connections for title 24 supplied equipment, new copper condensate drain line, crane lift, metal work and labor. Haul away and disposal of old equipment. System to be controlled by new Honeywell T-6 pro thermostat. (Removal of all old equipment and hazardous refrigerant related material from installation site and proper disposal of hazardous related material abying by California law and EPA regulations.)</p> <p>*All high voltage electrical work from house power to electrical disconnect to be provided by Apex Electric or third party vendor approved by City of Loma Linda.</p>	1.00	\$48,522.51	\$48,522.51

<b>SUB-TOTAL</b>	\$48,522.51
<b>TAX</b>	\$0.00
<b>CONTRACT PRICE</b>	\$48,522.51

Thank you for choosing Loma Linda Heat!

**CONTRACT PRICE:** \$48,522.51

**APPROXIMATE START DATE:** 3/10/2025

**APPROXIMATE COMPLETE DATE:** 3/10/2025

ANY CHANGES IN THE SCOPE OF WORK OR EXTRA WORK MUST BE CONFIRMED IN WRITING BY BOTH THE CONTRACTOR AND HOMEOWNER IN ADVANCE OF THE WORK COMMENCING. EXTRA WORK OR A CHANGE ORDER IS NOT ENFORCEABLE AGAINST YOU UNLESS THE CHANGE ORDER ALSO IDENTIFIES ALL OF THE FOLLOWING IN WRITING PRIOR TO THE COMMENCEMENT OF ANY WORK COVERED BY THE NEW CHANGE ORDER: (I) THE SCOPE OF WORK ENCOMPASSED BY THE ORDER; (II) THE AMOUNT TO BE ADDED OR SUBTRACTED FROM THE CONTRACT; AND (III) THE EFFECT THE ORDER WILL MAKE IN THE PROGRESS PAYMENTS OR THE COMPLETION DATE. HOWEVER, FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH DOES NOT PRECLUDE THE RECOVERY OF COMPENSATION FOR WORK PERFORMED BASED UPON LEGAL OR EQUITABLE REMEDIES DESIGNED TO PREVENT UNJUST ENRICHMENT.

**DOWNPAYMENT**

**THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.**

THE SCHEDULE OF PROGRESS PAYMENTS MUST SPECIFICALLY DESCRIBE EACH PHASE OF WORK, INCLUDING THE TYPE AND AMOUNT OF WORK OR SERVICES SCHEDULED TO BE SUPPLIED IN EACH PHASE, ALONG WITH THE AMOUNT OF EACH PROPOSED PROGRESS PAYMENT. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

**YOU, THE HOMEOWNER (BUYER) OR TENANT HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO FURNISH YOU WITH A PERFORMANCE AND PAYMENT BOND, HOWEVER THE CONTRACTOR CAN REQUIRE YOU TO PAY FOR THAT BOND.**

**INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB)**

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

**For more information:**

**VISIT** CSLB's website at [www.cslb.ca.gov](http://www.cslb.ca.gov)

**CALL** CSLB at 1-800-321-CSLB (2752)

**WRITE** CSLB at P.O. Box 26000, Sacramento, CA 95826

**You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.**

**CUSTOMER AUTHORIZATION**

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Loma Linda Heat & Air

Conditioning, Inc. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed. Payment is due upon receipt. A financing reoccurring charge of 1% per month and a \$35.00 monthly late fee shall be applied for overdue amounts. An additional charge of 4% will be applied for all credit card transactions.

Sign here

Date

---



To: City of Loma Linda
Julia Loeffert
25541 Barton Road
Loma Linda, CA 92354
909-799-4404 (Contact)

Project: City of Loma Linda - Vulcan Range
25541 Barton Road
Loma Linda, CA 92354

From: Johnson-Lancaster and Associates, Inc.
Teresa Jones
13031 U.S. Highway 19N
Clearwater, FL 33764
727-796-5622

Customer ID: Agency Force ID#: 4001765

Job Reference Number: 57379

\*\*\*OMNIA CONTRACT 23FS4 PRICE\*\*\*

Table with 5 columns: Item, Qty, Description, Sell, Sell Total. Contains two main items: a range (Item 1) and a lift gate (Item 2), with a total row at the bottom.

\*\*\*FREE FREIGHT - DOES NOT INCLUDE LIFT GATE, INSIDE DELIVERY, APPOINTMENT DELIVERY, SETTING IN PLACE AND/OR INSTALLATION

\*\*\*Sales tax is not included with this quote and will be applied to the invoice when applicable.\*\*\*

## SALES TERMS AND CONDITIONS

**Johnson-Lancaster and Associates, Inc.**, 13031 US Highway 19 N, Clearwater, Florida 33764 ("Seller"), and Buyer agree to the terms and conditions for the Sales Agreement listed below and acknowledge that All quotations, terms and financial arrangements are subject to credit approval by Seller:

1. **ITEMS PURCHASED.** Seller agrees to sell, and Buyer agrees to buy equipment in accordance with these Terms and Conditions.
2. **PURCHASE PRICE.** The purchase price for the item(s) is clearly listed on Seller's quote and/or sales offer. The prices referenced herein are based upon the prices of materials as of the date of this said Proposal/Contract will be valid for thirty (30) days from this date regardless of any fluctuation in the cost of material included herein. In the event that this Proposal/Contract is executed after the thirty (30) day grace period, Seller shall be entitled to an adjustment of the contract price reflecting any documented material price increase or, at the sole discretion of Seller this Proposal/Contract, and any contract based upon this quote, shall be rescinded.
3. **LICENSES/PERMITS.** This Proposal/Contract does not include any special licenses, permits or fees that may be required. Buyer is responsible for obtaining any and all approvals and permits from the Health Department, Building Department, Fire Marshall, etc. All equipment is supplied with standard components and is ready for the plumbing and electrical connections by other contractors.
4. **PAYMENT OF TAXES.** Buyer agrees to pay all applicable taxes of every description, federal, state, county and municipal, that arise as a result of this sale, excluding income taxes.
5. **PAYMENT.** Buyer agrees to pay Seller as pursuant to the Seller's quote, sales offer and/or contract with Buyer. If the Seller's quote or other relevant documents do not contain payment terms, Buyer will pay Seller the full amount plus all applicable taxes and freight within thirty (30) days of invoice. The Net 30 Default Terms are only applicable if the Seller's sales offer and/or contract with Buyer does not contain payment terms. Buyer expressly agrees that the payment terms offered by Seller will be sole and exclusive payment terms for any transaction with Seller. Payment is to be made out to "Johnson-Lancaster and Associates, Inc."

**If Buyer pays via a credit card, Seller may impose up to a five percent (5%) convenience processing charge on the transaction, unless the Seller's quote, sales offer and/or contract with Buyer provides otherwise.**

6. **PLACE OF PAYMENT:** All payments due under this Agreement shall be sent or made to Seller at 13031 US Highway 19 N, Clearwater, FL 33764, or at such other place as the Seller may designate in writing.

7. **WARRANTIES.** The Equipment is sold "AS IS." Buyer acknowledges that the Buyer will be given a reasonable opportunity to inspect the equipment upon delivery. **NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES RELATING TO MERCHANTABILITY FITNESS FOR INTENDED USE OR PURPOSE, AND NO REPRESENTATIONS, PROMISE OR STATEMENTS HAVE BEEN MADE OR OFFERED BY SELLER OTHER THAN ANY EXPRESS WRITTEN WARRANTY CONTAINED IN SELLER'S QUOTE, SALES OFFER OR CONTRACT WITH BUYER.**
8. **DELIVERY.** Delivery is FOB Origin, unless otherwise provide in Seller's quote, sales offer or contract with Buyer. Seller will arrange payment for shipping with the carrier. Charges will be prepaid and added to invoice. Buyer accepts responsibility for filing any and all claims with carriers for loss, damage, and delay. Risk of loss is upon Buyer once Seller delivers the Equipment to the carrier. Delivery will be during normal business hours - Monday through Friday from 8 AM to 5 PM by non-union personnel to first floor sites with reasonable access. Delivery and Set Up Estimated Cost are based on the Proposal package quoted and are subject to review and change. All changes will required a signed Change Order Document by both parties. If the job site is not ready at the time of initial scheduled delivery, re-delivery and/or storage charges will apply. Certain fabricated items may not be placed in production until the site is ready for field measurements. Delivery times are estimates only and Seller shall not be liable for delays. Additional trips that are either required or requested would be billed in addition to the delivery and set up charges. Loss or damage should be noted on the freight bill and/or receipt. Buyer must notify and register concealed damage with the carrier within five (5) business days of receipt of shipment. Buyer must file all freight claims immediately and must confirm the claim to the carrier by a written or electronic communication. Seller is not responsible for Buyer's failure to file a timely claim with a carrier and Buyer waives any claims against Seller related to Buyer's failure to file a timely and proper freight claim. Seller shall not be responsible for damages or delays resulting from Acts of God, and from other actions, both governmental and otherwise, including but not limited to war, riot, seizure, and embargo.
9. **SECURITY INTEREST.** Buyer hereby grants to Seller a security interest pursuant to the applicable Florida Statutes, including the U.C.C. as adopted in Florida, in the above described property to secure Buyer's obligation to pay as set forth above. Buyer also agrees that the security interest will cover all accessions (goods that become affixed to or installed in the property) and also to the proceeds (whatever received upon sale, exchange or collection) of the property. Nothing herein shall be construed to mean that Seller consents to any sale or transfer of the collateral. Seller and Buyer agree that a carbon, photographic, or other reproduction of this security agreement is sufficient as a financing statement for filing and for perfection purposes, and further agree that Seller may record any other form of financing statement that may be acceptable to or required by the recording agency or authority. Buyer hereby appoints Seller as Buyer's agent and grants Seller limited Power of Attorney for the purpose of executing any document necessary to perfect the security interest granted in this

Proposal/Contract.

- 10. USE AND TRANSFER OF ITEMS.** Until Buyer has paid the Seller the full Purchase Price amount, the Buyer agrees: (a) to keep all items purchased from Seller at a specific location as identified on the Seller's quote, sales offer or contract with Buyer. Any change in location must be conveyed in writing, and, with Seller's agreement, to the Seller immediately; (b) to keep all items purchased from Seller free from all liens, taxes, transfer of ownership or interest, and other such encumbrances.
- 11. LIMITATION OF LIABILITY.** In all circumstances Seller's maximum liability is limited to the purchase price of the products sold. Seller shall not, under any circumstances, be liable upon a claim or action in contract, tort, indemnity or contribution, or other claims relating to the products it sells which exceeds this liability limit. In no event shall Seller be liable for indirect, incidental or consequential damages or physical injury in connection with the use of products offered by Seller, including but not limited to loss of profit, opportunity or any cost or expense of providing substitute equipment or service during periods of non-use. Seller shall not be liable for third party claims for damages against the Buyer, or for malfunction, personal injury, delays, interruption of service, loss of business, loss or damage to exemplary damages, whether or not Seller is apprised of the possibility of such claims for damages.
- 12. RETURNS.** Buyer is solely responsible for shipping any returned product to Seller. Buyer agrees to use only reputable carriers capable of providing proof of delivery. Buyer agrees to bear all shipping charges and all risk of loss for the return product during shipment. Buyer agrees that all returned products will be 100% complete, in re-saleable original condition, free from any defect, and will include the original packaging material, manuals, blank warranty cards, and other accessories provided by the manufacturer. If any component of the returned product is missing, Seller's Return Procedure will be materially breached and Seller will reject the entire return or may choose to impose additional charges against the Buyer for replacement of any missing component or to correct any defect or damage. Seller will not refund to Buyer the original shipping charges and cannot accept collect or postage-due returns shipments. There will be a 25% restocking fee charged on a non-defective returns. Custom fabricated items may not be returned.
- 13. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract: (a) The failure to make a required payment when payment is due; (b) The insolvency or bankruptcy of either party; (c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency; and (d) Buyer's failure to comply with any part of these Terms and Conditions.
- 14. REMEDIES ON DEFAULT.** In the event that Seller shall bring any action, proceeding, or suit to enforce any of its rights under this Agreement and shall be entitled to recover interest at the statutory rate, all expenses and collection costs of any nature whatsoever, including, but not limited to, attorneys' fees, prior to and through trial

and appeal as part of its damages. **BUYER EXPRESSLY, KNOWINGLY AND INTENTIONALLY WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY REASON WHATSOEVER RELATED TO ANY AND ALL LITIGATION REGARDING TO THIS AGREEMENT AND THE EQUIPMENT SOLD TO BUYER.**

15. **FORCE MAJEURE.** If performance of an agreement between the parties or any obligation under an agreement between the parties is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
16. **CONFIDENTIALITY.** Both parties acknowledge that during the course of this Contract, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and these Terms and Conditions as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Contract. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.
17. **ASSIGNMENT.** Neither party may assign or transfer the Seller's quote, sales offer, contract, etc. without prior written consent of the other party, which consent shall not be unreasonably withheld.
18. **ENTIRE CONTRACT.** The applicable Seller's quote, sales offer or contract and these Terms and Conditions represent the entire agreement of the parties regarding the subject matter of each individual transaction, and there are no other promises or conditions in any other agreement whether oral or written.
19. **MODIFICATION.** The applicable Seller's quote, sales offer or contract may only be modified or amended if the modification is made in writing and signed by both parties. Seller reserves the right to modify, amend or revise these Terms and Conditions as is necessary in the ordinary course of business without prior notice to Buyer.
20. **SEVERABILITY.** If any provision of the applicable Seller's quote, sales offer or contract and/or these Terms and Conditions shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court

finds that any provision of the applicable Seller’s quote, sales offer or contract and/or these Terms and Conditions is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

- 21. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
  
- 22. **APPLICABLE LAW.** This Contract shall be governed exclusively by the laws of the State of Florida, without regard to any choice of law principles.
  
- 23. **VENUE.** BUYER EXPRESSLY AGREES THAT ANY AND ALL DISPUTES RELATING IN ANY WAY TO THIS AGREEMENT OR THE EQUIPMENT SOLD TO BUYER BY SELLER SHALL BE SOLELY AND EXCLUSIVELY RESOLVED BY A COURT OF COMPETENT JURISDICTION IN PINELLAS COUNTY, FLORIDA. BUYER KNOWINGLY AND EXPRESSLY WAIVES ANY CLAIMS THAT THE SELECTED JURISDICTION IS INCONVENIENT.

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

Printed Name: \_\_\_\_\_

Project Grand Total: \$9,999.92



**K. Appropriate \$25,000 and Award Contract for Chief Plant Operator - Water System - to WaterworkForce, Inc. in an amount not to exceed \$25,000 [Public Works]**

Meeting	Agenda Group
Tuesday, March 11, 2025, 7:00 PM	Consent Calendar Item: 3K.
From	
T Jarb Thaipejr, City Manager	

**RECOMMENDATION:**

It is recommended that City Council appropriate \$25,000 into account 4657010-51820 then award a contract to WaterworkForce, Inc. of Yucaipa in an amount not to exceed \$25,000 to provide regulatory coverage ensuring minimum operational requirements mandated by State of California.

**BACKGROUND:**

The State of California periodically analyzes and updates regulations regarding operations of water agencies providing potable water to their community. As water systems grow in size higher levels of oversight and expertise are mandated. The City has crossed the threshold for needing the next level of certified authority, Level D-4.

**ANALYSIS:**

A Request for Quote (RFQ) was requested from three (3) qualified local firms. The firms responded with competitive quotes and were evaluated. A thorough review and reference check indicated that WaterworkForce, Inc. would be the preferred consultant for this project. They have in-depth knowledge of the regulations and higher than required (D-5) certification. The hourly cost for service range from \$155/hour from WaterworkForce, Inc. up to \$220/hour. Based on the number of probable hours required, the not to exceed cost of \$25,000 for the remainder of the fiscal year was determined. Future budgets will need to include this item annually. City Manager will provide project oversight.

**ENVIRONMENTAL IMPACT:**

N/A

**FINANCIAL IMPACT:**

Appropriate \$25,000 into Account No. 4657010-51820.

**Attachments**

[Chief Plant Operator Services - WaterWorkForce.pdf](#)

[Chief Water Plant Operator 2025.pdf](#)

February 21<sup>ST</sup>, 2025.

**Attn: City of Loma Linda**

Andy Ramirez | Assistant City Manager  
Kirk Mayo | Treatment Superintendent  
25541 Barton Rd  
Loma Linda CA, 92354



**Re: Exhibit A – Scope of Work & Fee Schedule**

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Dear Andy,

WaterWorkforce, Inc. offers comprehensive Chief Plant Operator services tailored to meet the specific needs of the City of Loma Linda's domestic facilities. With over 40 years of industry experience, our team is equipped to ensure the efficient and compliant operation of your water systems.

As a forward-thinking entity, we are confident that a more focused approach to staffing by utilizing WaterWorkforce's localized resources will contribute to the further success of your operation. Our focus is providing reliable water services at a competitive rate, mitigating current challenges, providing a low risk 1 year option.

WaterWorkforce provides a strategic solution to ensure uninterrupted compliance, operational stability, and workforce reliability. Our certified operators and compliance experts mitigate risks, reduce turnover-related disruptions, and safeguard institutional knowledge. With WWF, your facility benefits from a seamless transition of expertise, ensuring long-term operational success

**Compliance, Reliability, and Protection**

- **Regulatory Compliance & System Oversight:** WWF provides certified operator coverage, manages regulatory reporting, and oversees compliance monitoring, ensuring your water and wastewater systems meet all federal, state, and local requirements with confidence.
- **Experienced Staffing & Operational Stability:** Our team of certified operators and specialized personnel ensures seamless workforce integration and institutional knowledge retention. With WWF, you have immediate access to experienced professionals, providing continuity during staffing gaps, emergency coverage, and operational surges.
- **Risk Mitigation & System Protection:** WWF delivers top-tier operators, rigorously screened for compliance and reliability. Our robust insurance coverage and proactive oversight protect your system, minimizing risk and ensuring operational continuity for your water and wastewater facilities.

Establishing a collaborative partnership with the City of Loma Linda and WaterWorkforce provides a benchmark for water district operations, ensuring the community enjoys uninterrupted, high-quality services while maintaining its commitment to community and environmental stewardship.

Ahead is a detailed breakdown of our approach, and we look forward in communicating further to review our relationship.

Sincerely,

Bret Kadel | Chief Executive Officer

*Bret Kadel*

WaterWorkforce Inc.

## Services Quote

**Client:**

The City Loma Linda  
25541 Barton Rd.  
Loma Linda, CA 92354

**Contractor:**

WaterworkForce, Inc.  
33817 McKenny Place  
Yucaipa, CA923

**SUBJECT:** Chief Plant Operator Services

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**Project Name or Description:** Chief Plant Operator Services

**Project Location:** City of Loma Linda California

**Contact | Project Manager for WaterWorkforce:**

Ranjit Hothi | *Regional Account Manager*

Email: [Ranjith@Waterworkforce.com](mailto:Ranjith@Waterworkforce.com)

Phone: 840-977-8664



**Duration of Services:** 1-Year term Services for Staffing & Operations

- Start Date: TBD
- End Date: TBD

**Overview**

WaterWorkforce (WWF) will provide Chief Plant Operator (CPO) services for City of Loma Linda to ensure compliance with regulatory requirements, including maintaining a licensed operator of record with the State of California. This agreement provides the minimum required oversight necessary to meet permit obligations while allowing for a reasonable level of support and communication.

The scope of services includes regulatory coverage and minimal required operational oversight. Any additional requests beyond the defined scope, such as extensive communication, additional site visits, or in-depth operational management, may require separate billing.

**Scope of Services: Chief Plant Operator (CPO) Coverage**

Subject to the terms and conditions of Agreement for Profession Services, between City of Loma Linda. ("Client") and WaterWorkforce INC dated (TBD) WaterWorkforce will:

**Deliverables:**

The following items will be provided as part of the CPO coverage under this agreement:

- **CPO of Record Assignment** – Official designation of WWF as the Chief Plant Operator (CPO) for the permitted system, ensuring compliance with the State of California.
- **Initial Operations Assessment** – A structured review of existing operations, reporting requirements, and compliance status.
- **Monthly Site Visit Report** – A brief report summarizing observations, compliance status, and any operational concerns following the scheduled site visits per month.
- **Regulatory Reporting Review** – A review of submitted monitoring and compliance reports to verify accuracy and ensure permit obligations are met.
- **Communication Support** – Monthly email and phone communication support related to operations, compliance and regulatory obligations.
- **Annual Compliance Check-In** – A yearly evaluation of the system's regulatory standing to identify potential issues or upcoming compliance deadlines.

## 1. Scope of Services (I): Operations

CLIENT seeks to obtain the services of WaterWorkforce to provide regulatory coverage, oversight, and technical expertise for their water/wastewater facility. This will include:

- a. WaterWorkforce shall provide a State Water Resources Control Board (SWRCB)-certified operator to serve as the Chief Plant Operator (CPO D5/T5), responsible for overall regulatory compliance and operational oversight.
- b. WaterWorkforce shall be available 24/7 for operational or regulatory issues, with any required response beyond standard coverage billed at the agreed hourly rate.
- c. WaterWorkforce shall ensure compliance with all permit requirements and serve as the Operator of Record for the facility.
- d. WaterWorkforce shall conduct an Initial Operations Assessment, including 1-2 site visits, to evaluate system operations, compliance obligations, and regulatory reporting. This assessment establishes a compliance benchmark and sets ongoing monitoring protocols.
- e. WaterWorkforce shall review and assess existing Standard Operating Procedures (SOPs), monitoring schedules, and record-keeping practices to ensure alignment with regulatory requirements.
- f. WaterWorkforce shall provide CLIENT with recommendations for operational improvements, maintenance strategies, and compliance enhancements as needed.
- g. WaterWorkforce shall conduct half-day bi-weekly visits to review all facility operations, monitor compliance, and assess system performance.
- h. WaterWorkforce shall review, validate, and sign, all regulatory reports and monitoring data submitted to state and local agencies.
- i. WaterWorkforce shall provide up to four (8) hours per month of phone and email support related to regulatory compliance and operational oversight.
- j. Any communication beyond the eight-hour threshold, including extensive troubleshooting, recurring meetings, or in-depth operational discussions, will be subject to additional billing at the agreed hourly rate.
- k. Additional services outside the base CPO coverage shall be performed only upon written request by CLIENT and subject to additional billing.

## 2. Scope of Services (II): Staffing

- l. Recruit, screen, interview, and assign its employees ("Assigned Employees") to perform the type of work described on assigned job descriptions under CLIENT's supervision and/or WaterWorkforce at the locations specified.
- m. Pay Assigned Employees' wages and provide them with the benefits that WaterWorkforce offers to them.
- n. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees.
- o. Background Check and Drug Screening, WaterWorkforce will perform the following types of background/qualification checks for all employees which it selects for assignment to CLIENT and will not assign unqualified personnel to CLIENT:
- p. 10-Panel Urine Analysis Screen, Motor Vehicle Report, Social Security/Address Alias Trace, USA Criminal Screen, USA Offender Screen, and County Criminal Court Search.



### 3. Cost Structure:

Positions	Rate
<b>Chief Plant Operator Coverage (Flat Rate)</b> (Includes complete compliance oversight, 2 bi-weekly site visits per month, complete regulatory reporting review, sign-off responsibility, and timely submissions, including all pertinent communication)	<b>\$5,000 / Month</b>
<b>*Additional Services Beyond Scope</b> (Extra site visits, meetings, emergency responses, extended troubleshooting, or in-depth operational support)	<b>\$155 / Hour</b>
<b>*Do Not Exceed the Proposed Rate From March 2025 Through July 2025</b>	<b>\$25,000</b>

**\*Chief Plant Operator Coverage Breakdown**

1. Stand-by Coverage (20 hours/month)
  - Weekdays (Mon-Fri): 1 hour per day (~20 hours/month, assuming 20 workdays per month)
  - Weekends (Sat-Sun): No additional stand-by time allocated
2. Bi-Weekly Site Visits (8 hours/month)
  - Two site visits per month, 4 hours each
3. Regulatory Reporting Review (4 hours/month)
  - Reviewing, verifying, and submitting required compliance documents
4. Standard Communication (8 hours/month)
  - Calls, emails, and coordination with staff and regulators

**\*Additional Services & Hourly Billing (As needed and approved by the entity)**

- Requests outside of the standard coverage scope will be billed at an hourly rate of \$155/hour or as agreed under a separate engagement. These may include:
- Additional site visits beyond the one (1) scheduled visit per month.
- Extended communication exceeding eight (8) hours per month, including meetings, recurring calls, or detailed operational discussions.
- Staff training, detailed document reviews, troubleshooting, or process optimization beyond regulatory requirements.
- Emergency response or urgent requests outside of standard compliance support.

### 4. Terms & Conditions

This agreement provides **regulatory coverage** by assigning a licensed Chief Plant Operator (CPO) and ensuring compliance with **minimum operational requirements** as mandated by regulatory agencies.

The CLIENT acknowledges that this agreement is **not an all-inclusive operations contract** but rather a compliance oversight service to meet permit obligations.

WaterWorkforce shall remain **available 24/7 for operational or regulatory issues**, with any required response beyond the defined scope billed at the agreed hourly rate.

WaterWorkforce reserves the right to adjust the scope of work or recommend additional services as operational needs evolve.





Authorized by.

\_\_\_\_\_  
City of Loma Linda

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Authorized by.

\_\_\_\_\_  
WaterWorkforce, Inc.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of March, 2025, by and between THE CITY OF LOMA LINDA, a Municipal Corporation (hereinafter referred to as "CITY") and WaterworkForce, Inc. of Yucaipa, California a corporation/a partnership/a sole proprietor, (hereinafter referred to as "CONTRACTOR").

### CHIEF WATER PLANT OPERATOR FOR THE CITY OF LOMA LINDA

#### A. RECITALS

1. City has heretofore requested of CONTRACTOR the performance of services with respect to Chief Water Plant Operator (PROJECT" hereinafter);
2. CONTRACTOR has now submitted its proposal for the performance of such services;
3. CITY desires to retain CONTRACTOR to perform the services necessary to render advice and assistance to CITY relating to the PROJECT;
4. CONTRACTOR represents that it is qualified to perform such services and is willing to perform such services as hereinafter defined.

NOW, THEREFORE, IT IS AGREED by and between CITY and CONTRACTOR as follows:

#### B. AGREEMENT

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:
  - a. PROJECT: The preparation of all of the necessary documents, and reports with respect to the Scope of Services described herein and hereto, and made a part hereof;
  - b. SCOPE OF SERVICES: Such services as are necessary to be performed by CONTRACTOR in order to complete the WORK as set forth herein in Exhibit A attached hereto and incorporated herein by reference;
2. CONTRACTOR agrees as follows:
  - a. CONTRACTOR shall forthwith undertake and complete the PROJECT in accordance herein specified and applicable with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of the CITY.
  - b. CONTRACTOR shall at CONTRACTOR'S sole cost and expense, secure and hire such other persons as may, in the opinion of CONTRACTOR, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONTRACTOR, CONTRACTOR hereby warrants that such other persons shall be fully qualified to perform services required hereunder.
  - c. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, secure the required issuance of a City Business License as a condition precedent to being engaged as a CONTRACTOR within

the CITY.

3. CITY agrees as follows:

a. To pay to CONTRACTOR a maximum sum of that amount set forth in Bid Schedule relating to Compensation/Payment. This sum shall cover the cost of all direct and indirect costs or fees, including the work of employees and consultants of CONTRACTOR. Payment to CONTRACTOR, by CITY, shall be made in accordance with the provisions of Bid Schedule.

b. Optional Services: Payments for additional services requested, in writing, by CITY, and not included in the Scope of Services, shall be paid on a compensation basis in accordance with the compensation rates set forth in Bid Schedule. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within 30 days after said invoices are received by CITY.

4. CITY agrees to provide to CONTRACTOR:

a. Information and assistance in the Scope of Services, hereto;

b. Copies of information, if available, which CONTRACTOR considers necessary in order to complete the Project;

c. Such information as is generally available from CITY files applicable to the Project;

d. Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONTRACTOR'S responsibility to make all initial contact with respect to the gathering of such information.

5. Ownership of Documents: All documents, data, studies, photographs and reports prepared by CONTRACTOR pursuant to this Agreement shall be considered the property of the CITY and, upon payment for services performed by CONTRACTOR, such documents and other identified materials shall be delivered to CITY by CONTRACTOR. CONTRACTOR may, however, make and retain such copies of said documents and materials as CONTRACTOR may desire.

6. Termination: This Agreement may be terminated by CITY upon the giving of written "Notice of Termination" to CONTRACTOR at least ten (10) days prior to the date of termination specified in said Notice. In the event this Agreement is so terminated, CONTRACTOR shall be compensated at CONTRACTOR'S applicable hourly rates as set forth in Bid Schedule, on a pro rata basis with respect to the percentage of the PROJECT completed as of the date of termination. CONTRACTOR shall provide to CITY any and all documents, studies, photographs and reports, whether in draft or final form, prepared by CONTRACTOR as of the date of termination. CONTRACTOR may not terminate this Agreement except for cause.

7. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in the Paragraph 7. The below-named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

8. Definition of Contract Period: The Contract shall be in force from March 11, 2025 until June 30, 2025. Payments for the items in the Bidding Schedule shall be prorated for the portion of the year during which the work is performed. The City Council may extend the contract for up to three (3) one-year periods.

CITY: CITY OF LOMA LINDA  
Name: T. JARB THAIPEJR, P.E.  
Title: PUBLIC WORKS DIRECTOR/CITY ENGINEER  
Address: 25541 BARTON ROAD, LOMA LINDA, CA 92354

CONTRACTOR: WaterworkForce, Inc.  
Name: Ranjit Hothi  
Title: Regional Account Manager  
Address: 33817 McKenny Place  
Yucaipa, CA 92399-6956

Any such notices, demands, invoices or written communications, by mail, shall be deemed to have been received by the addressee forth-eight (48) hours after deposit thereof in the United States Mail, postage prepaid, and property addressed as set forth above.

9. Insurance: CONTRACTOR shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall CONTRACTOR allow any employee to commence work on the PROJECT until all insurance required has been obtained. CONTRACTOR shall take out and maintain at all times during the term of this Agreement the following policies of insurance:

a. Workers' Compensation Insurance: Before beginning work, CONTRACTOR shall furnish to CITY a Certificate of Insurance as proof that it has taken out full Workers' Compensation Insurance for all persons whom it may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California.

b. Labor and Material Bond: In accordance with the provisions of California Labor Code, Section 3700, every employer shall secure the payment of compensation to his employees. CONTRACTOR shall, prior to commencing work, sign and file with CITY a certification as follows:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

c. Public Liability and Property Damage: Throughout the term of this Agreement, at CONTRACTOR'S sole cost and expense, CONTRACTOR shall keep, or cause to be kept, in full force and effect, for the mutual benefit of CITY and CONTRACTOR, comprehensive, broad form, general public liability and automobile insurance against claims and liabilities for personal injury, death, or property damage arising from CONTRACTOR'S activities, providing protection of at least One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person or for any one accident or occurrence, and at least One Million Dollars (\$1,000,000.00) for property damage.

d. General Insurance Requirements: All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California and policies required under Paragraph 8b shall name, as additional insured, CITY, its elected officials, officers, employees, and agents. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer, insured and all subcontractors waive the right of

subrogation against CITY and CITY'S elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by CITY; and (3) they cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to CITY by certified mail. CONTRACTOR shall furnish CITY with copies of all such policies promptly upon receipt of them, or certificate evidencing the insurance. CONTRACTOR may effect for its own account insurance not required under this Agreement.

10. Indemnification: CONTRACTOR shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents and employees from all liability from loss, damage, or injury to persons or property, including the payment by CONTRACTOR of any and all legal costs and reasonable attorneys' fees, in any manner to the extent arising out of any negligent or intentional or willful acts or omissions of CONTRACTOR in the performance of this Agreement, including, but not limited to, all consequential damages to the maximum extent permitted by law.
11. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONTRACTOR without the prior written consent of CITY.
12. Independent Contractor: The parties hereto agree that CONTRACTOR and its employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.
13. Compliance with Laws: CONTRACTOR shall comply with all applicable laws in performing its obligations under this Agreement.
14. Confidentiality: Information and materials obtained by the CONTRACTOR from CITY during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the CONTRACTOR for any purpose other than the performance of this Agreement.
15. Discrimination: The CONTRACTOR agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the CONTRACTOR agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.
16. Government Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
17. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover reasonable attorneys' fees and costs from the opposing party in an amount determined by the Court to be reasonable.
18. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only as it is in writing, signed by all parties.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the day and year first set forth above.

CONTRACTOR:

CITY:

City of Loma Linda, A Municipal Corporation

By: \_\_\_\_\_  
*Typed/Printed Name:*

By: \_\_\_\_\_  
*Typed/Printed Name:*

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

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

ATTEST:

\_\_\_\_\_  
Lynette Arreola, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane Robbins, City Attorney



**L. Council Bill #R-2025-04 - A Resolution to Approve Final Tract Map No. 20467, North of Park Avenue and East of Coloma Street [Public Works]**

Meeting	Agenda Group
Tuesday, March 11, 2025, 7:00 PM	Consent Calendar Item: 3L.
To	From
City Council	Jeff Peterson, Associate Engineer
Via	
T Jarb Thaipejr, City Manager	

**RECOMMENDATION:**

It is recommended that the City Council approve the street name and then adopt Council Bill #R 2025-04 approving the final Tract Map No. 20467.

**BACKGROUND:**

The purpose of this map is to create 9 single family lots from approximately 2.77 acres located north of Park Avenue and east of Coloma Street. The owner/developer will install the off-site improvements and associated infrastructure for this project. On-site improvement plans have been approved for construction. The street name is per the City adopted street naming program and is, therefore, submitted to City Council for review and approval.

**ANALYSIS:**

The final Tract Map has been prepared and checked for technical correctness and requirements of the Subdivision Map Act. Public Works Department plan check fees have been paid. Infrastructure improvement agreement and guarantee has been submitted. The applicant has been working with staff and wishes to propose "Desmond Doss Drive" for the cul-de-sac.

**ENVIRONMENTAL IMPACT:**

N/A

**FINANCIAL IMPACT:**

No impact at this time, development fees will be due at building permit issuance. Off-site improvement plan check fees have been paid.

**Attachments**

[Resolution - Tract Map 20467.pdf](#)

[Tract 20467.pdf](#)

[Tract 20467 Agreement.pdf](#)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, APPROVING FINAL TRACT MAP 20467 (North of Park Avenue and East of Coloma Street)

WHEREAS, the purpose of this map is to to create 9 single family lots from approximately 2.77 acres located north of Park Avenue and east of Coloma Street; and

WHEREAS, Tract Map 20467 has been filed with the Public Works Department and has been checked for technical correctness and requirements of the Subdivision Map Act; and

WHEREAS, off-site improvements have been guaranteed to be installed to City standard by an agreement and improvement bonds; and

WHEREAS, Public easements are required and dedicated on the map; and

WHEREAS, the City Council on June 11, 2024, approved the tentative tract map subject to conditions of approval;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Loma Linda hereby approves Final Tract Map 20404.

PASSED, APPROVED AND ADOPTED this 11th day of March, 2025 per the attached Certified vote:

---

Phillip Dupper, Mayor

ATTEST:

---

Lynette Arreola, City Clerk

**CERTIFICATION**

I, Lynette Arreola, City Clerk of the City of Loma Linda, State of California, do hereby certify that the foregoing Resolution No. 3243 was duly adopted by the City Council at a meeting thereof held on the 11<sup>th</sup> day of March 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF I have hereto set my hand or affixed the Seal of the City of Loma Linda this 11<sup>th</sup> day of March 2025.

---

Lynette Arreola, City Clerk  
City of Loma Linda

NUMBERED LOTS: 9  
 LETTERED LOTS: 1  
 GROSS AREA = 2.779 ACRES

IN THE CITY OF LOMA LINDA, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

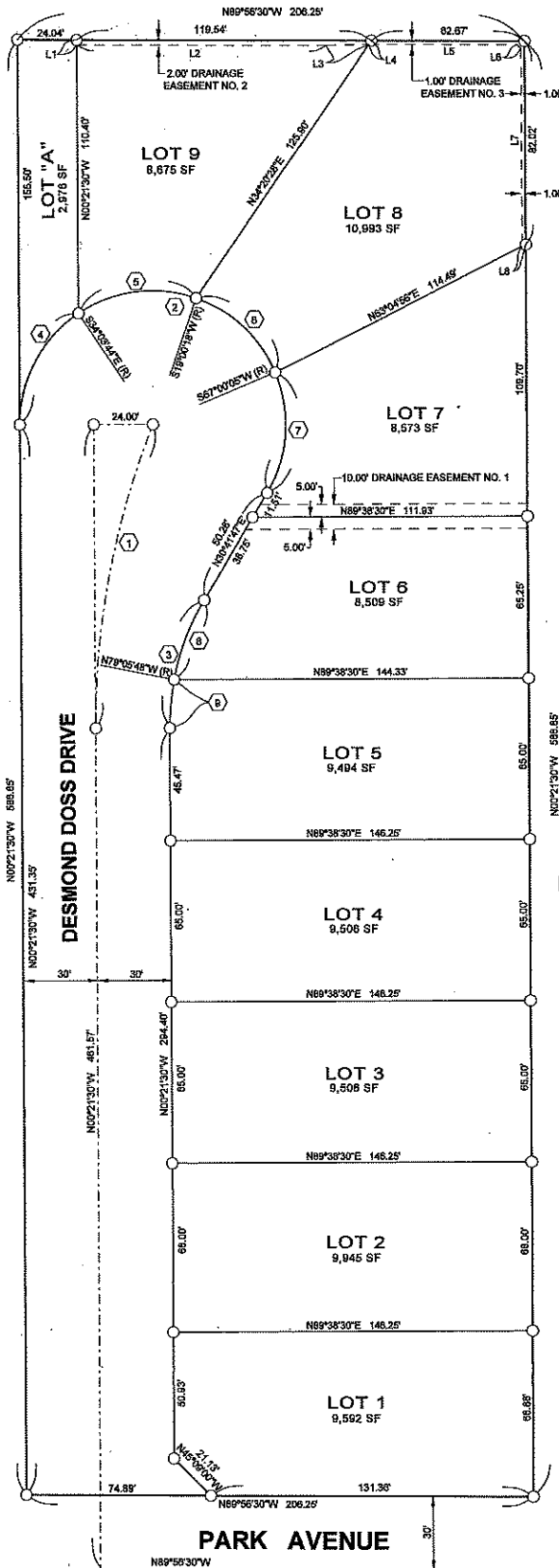
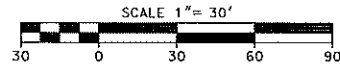
SHEET 3 OF 3

# TRACT MAP NO. 20467

BEING A PORTION OF THE EAST 80 ACRES OF LOT 15, BLOCK 75 OF THE 80 ACRE SURVEY OF THE RANCHO SAN BERNARDINO, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 2, RECORDS OF SAID COUNTY.

GOODMAN AND ASSOCIATES

DATE OF SURVEY: OCTOBER 2024



### LINE DATA

- L1 N00°21'30"W 2.00'
- L2 N89°58'30"W 101.22'
- L3 N86°48'44"E 17.66'
- L4 N34°20'28"E 1.21'
- L5 N89°58'30"W 60.10'
- L6 N45°09'00"W 3.21'
- L7 N00°21'30"W 79.27'
- L8 N63°04'59"E 1.12'

### CURVE DATA

- (1) Δ=22°10'11" R=324.83' L=125.61'
- (2) Δ=21°03'16" R=64.00' L=198.91'
- (3) Δ=31°03'16" R=100.00' L=54.20'
- (4) Δ=58°17'48" R=64.00' L=53.06'
- (5) Δ=63°04'04" R=64.00' L=60.01'
- (6) Δ=47°59'50" R=54.00' L=45.24'
- (7) Δ=63°41'34" R=64.00' L=50.60'
- (8) Δ=18°47'35" R=100.00' L=34.65'
- (9) Δ=11°15'42" R=100.00' L=18.89'

### LEGEND

- - INDICATES SET MONUMENT AS FOLLOWS UNLESS NOTED OTHERWISE:
- 1"x18" IRON PIPE W/YELLOW PLASTIC PLUG RCE 28500 ON REAR
- PROPERTY CORNERS AT GROUND LEVEL & EXTERIOR BOUNDARY
- MAIL WITH BRASS TAG IN CURB AND TOP OF BLOCK WALL
- AT PROJECTION OF SIDE PROPERTY LINES

TRACT NO. 3000  
 BARBARET BROTHERS SUBDIVISION  
 MB 40/85

**CITY OF LOMA LINDA**

**AGREEMENT FOR  
CONSTRUCTION OF IMPROVEMENTS  
TRACT 20467**

## **AGREEMENT FOR CONSTRUCTION OF IMPROVEMENTS**

**WHEREAS**, the undersigned, Ed Haddad

whose business address is 422Wier Road, Front Office, San Bernardino. CA 92408

and if an individual, whose residence is 29848 Live Oak Canyon Road, Redlands, CA 92373

(herein referred to as the “Subdivider”,) has submitted to the City Council of the City of Loma Linda hereinafter referred to as the “City “for its approval a Final Map of a Subdivision named and designated as “Tract 20467” and;

**WHEREAS**, the Subdivider has not completed all of the work, or made all of the improvements required by Ordinance 109 of such other ordinances and regulations of the City requiring construction of improvements in conjunction with land division, subdivisions and the like, hereinafter collectively referred to as “said ordinance”, and desires to enter into an agreement for the completion of the work and the making of the improvements and to furnish security for the performance of this contract in accordance with the provisions of said ordinance, and;

**WHEREAS**, the Sub-divider has entered into and executed this agreement in anticipation that the City Council on the day of 3/11/2025, will consider approving the final map and accepting any dedications therein offered and/or approving this subdivision agreement.

**NOW, THEREFORE**, as a condition of the approval of said Final map by the City, the parties agree as follows:

### **Section 1. Performance of Work**

The Subdivider promises and agrees at his own expense to do all of the work and make all of the improvements required by said ordinance, which work and improvements, without limitation by enumeration, consists of:

Site preparation, grading, installation of curb gutter, aggregate base asphalt concrete paving sidewalks, amenities and special construction and street lights and appurtenant work; sanitary sewer mains, manholes, laterals and appurtenant work; water mains, valves, fire hydrants, service laterals and appurtenant; storm drain pipe, catch basins and appurtenant work; landscaping improvements and appurtenant work; and has an estimated cost of \$310,676

The above enumeration of items is understood to be only a general designation of the work and improvements, and not a binding description thereof, and all of said work shall be done and improvements made and completed which are shown on and in strict compliance with applicable plans and specifications as approved by the City Engineer and any subsequent amendments or additions thereto required by the City of its engineers, even if said amendments or additions to said plans are completed after execution of this

agreement, so long as the estimated cost of said amendments or additions does not exceed 10 percent of the estimated cost of the improvements to be constructed herein (and with the further understanding that the Subdivider and surety waive notice of any such change and hereby consent thereto) which plans are approved by or on behalf of the City.

The Subdivider further promises and agrees that he, his contractors and his subcontractors shall perform all work with the public's safety and well being in mind. If, in the opinion of the City engineer or his representative, the Subdivider, his contractors or his subcontractors is performing work in an unsafe manner, the City Engineer or his representative shall instruct the Subdivider or his representative to correct the unsafe condition immediately. If the unsafe condition is not corrected in a reasonable time, as determined by the City Engineer, the City Engineer shall cause the necessary corrections to be made by a third party. The Subdivider agrees to assume all costs incurred from the third party's corrective work and that the City Engineer's decision shall be considered final.

## **Section 2. Work: Time for Commencement and Performance**

City hereby fixes the time for the commencement of said work to be on the 21<sup>th</sup> day of March 2025, and for its completion to be within 365 calendar days, thereafter, at least fifteen calendar days prior to the commencement of work hereunder, Subdivider shall notify City Engineer in writing of the date fixed by Subdivider for commencement thereof, so that City Engineer shall be able to provide services of inspection.

## **Section 3. Extension of Time**

In the event good cause is shown therefore, the City Council may extend the time for completion of the improvements hereunder. It is understood that by providing security for this agreement the surety consents in advance to any extension of time as may be given by the City to the Subdivider and waives notices of such extension. The making of an application for an extension of time by the Subdivider shall, upon the granting of the application by the City, constitute a waiver by the Subdivider and by the surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by the City within the period of four years immediately following the date to which the time of performance was extended.

## **Section 4. Repairs and Replacements**

The Subdivider promises and agrees to maintain all of the improvements to be constructed under this agreement within public rights-of-ways or public easements in a state of good repair, until all of the work and improvements are completed and accepted by or on behalf of the City and until the security for the performance of this agreement is released. Said maintenance shall include, but shall not be limited to, repair of pavements, curbs, gutters, sidewalks, parkways, sewers, and removal of debris from sewers and storm drains; said maintenance shall also include, but not limited to by this enumeration, sweeping, repairing and maintaining in good and safe condition all public streets and street improvements. It shall be the Subdivides' responsibility to initiate this work, but if

he should fail to do so, he shall promptly perform such maintenance when notified to do so by the City Engineer of the City. Upon failure of the Subdivider to properly maintain, the City may do all necessary work required by this section, the cost thereof being chargeable to the Subdivider and his surety under this agreement. The Subdivider and his surety further agree under this agreement to hold the City and its officers and employees free and harmless from any claim, demand or action for damages, injury, or death, and to indemnify the City for any loss, arising out of or incurred as the result of or in connection with improper maintenance or dangerous conditions or any act of omission in connection with any of the maintenance activities required under this section, existing or occurring or arising out of any act or omission occurring prior to final acceptance by the City of all the work and improvements constructed under this agreement.

The Subdivider shall be responsible for maintaining all improvements constructed under this agreement within public rights-of-ways or public easements for a period of one year following completion of the work and acceptance by the City against any defective work or labor done, or defensive materials furnished in the performance of this agreement. It is further agreed that upon completion and acceptance of the improvements by the City, a separate surety guaranteeing maintenance of items installed as part of this agreement will be provided to the City by the Subdivider in the amount of ten percent of the face amount of the performance surety, (but not less than \$1,000) which amount will guarantee and warrant the work for a period of one year following the completion and acceptance by the City against any defective work or labor done, or defective materials furnished in the performance of this agreement with the City.

**Section 5. Utility Deposits - Statement**

Subdivider shall file with the City Clerk, prior to the commencement of any work to be performed within the area delineated on the map, a written statement signed by Subdivider, and each public utility corporation involved, to the effect that Subdivider has made all deposits legally required by such public utility corporation for the connection of any and all public utilities to be supplied by such public utility corporation within the subdivision.

**Section 6. Permits - Compliance with Law**

Sub-divider shall, at his expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law.

**Section 7. Superintendence by Subdivider**

Subdivider shall give personal superintendence to the work on said improvement, or have a competent foreman or superintendent, satisfactory to the City Engineer, on the work at all times during progress, with authority to act for Subdivider. The name of such foreman is TBD and his address is \_\_\_\_\_ and telephone number is \_\_\_\_\_ Emergency Night Phone \_\_\_\_\_

**Section 8. Inspection by City**

Subdivider shall at all times maintain proper facilities, and provide safe access for inspection by City, to all parts of the work, and to the shops wherein the work is in preparation.

The normal workday shall be considered as 7:00 a.m. to 3:30 p.m., Monday through Friday, excluding holidays recognized by the City. Neither the Subdivider, his contractors, nor his subcontractors shall perform any work outside the above enumerated working hours without the prior approval of the City Engineer. Subdivider shall also post a deposit in an amount determined by the City Engineer to be used to pay for overtime inspection services.

If the Subdivider, his contractors, or his subcontractors perform any work outside the normal workday without arranging for and receiving permission in advance from the City Engineer, said work shall be rejected by the City. Subdivider, at his sole expense, shall remove or repair said work at the option and direction of the City Engineer.

**Section 9. Improvement Security**

Concurrently with the execution hereof, Subdivider shall, furnish: (1) a surety bond in an amount equal to at least one hundred percent of the estimated cost of improvements enumerated in Section One as security for the faithful performance of this agreement; and (2) a separate surety bond in an amount equal to at least fifty percent of the estimated cost of improvements enumerated in Section One as security for the payment of all persons performing labor and furnishing materials in connection with this agreement. The Subdivider shall utilize the bond forms provided by the City. In lieu of a faithful performance bond, the Subdivider may file an instrument of credit as provided in Government Code Section 66499, or may deposit cash with said City in the sum of  
100% = \$310,676 & 50% = \$155,338  
Total is \$466,014

Dollars, (\$ 466,014 ), which sum is equal to the estimated cost of said work and improvements as herein specified, for the faithful performance of the terms and conditions of this agreement, and it is hereby further agreed that when any portion of the aforesaid work and improvement has actually been fully completed to the satisfaction of the City Engineer and upon certification to this fact by said City Engineer, said City Engineer may in his discretion authorize from time to time partial withdrawals of said deposit for portions of said work and improvement completed in the amounts as follows, to wit:

- a. Upon completion of all water pipe lines, fire hydrants, gate valves, water service connections, and other appurtenances thereof, the sum of \$ \_\_\_\_\_
- b. Upon completion of the construction of all concrete curb, gutter, cross gutters, sidewalks, storm drains and appurtenances, the sum of \$ \_\_\_\_\_

- b. Upon completion of all sanitary sewer mains, house laterals, manholes and other appurtenances, the sum of \$ \_\_\_\_\_
- c. Upon completion of preparation of all sub grade, base for pavement and paving of roadways of all streets, the sum of \$ \_\_\_\_\_
- d. 31 days after the completion of the entire work and improvements and acceptance thereof by the City Engineer and the City Council of the City of Loma Linda, the balance of \$ \_\_\_\_\_

**Section 10. Cash Payments**

Concurrently with the execution hereof, in addition to aforementioned bond or cash deposit, for improvement security, the Subdivider shall pay cash in the amounts listed below to cover the cost of the following enumerated items of work:

- a. Water line unit of benefit for connecting to existing water line not covered by reimbursement agreement  
 \_\_\_\_\_ Linear Feet @ \$ \_\_\_\_\_ \$ \_\_\_\_\_
- b. Proportional cost of existing water line covered by reimbursement agreement  
 \_\_\_\_\_ Linear Feet @ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ Acres @ \$ \_\_\_\_\_ \$ \_\_\_\_\_
- c. Sewer line unit of benefit for connecting to existing sewer line not covered by reimbursement agreement  
 \_\_\_\_\_ Linear Feet @ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ Acres @ \$ \_\_\_\_\_ \$ \_\_\_\_\_
- d. Proportional cost of existing sewer main covered by reimbursement agreement  
 \_\_\_\_\_ Linear Feet @ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ Acres @ \$ \_\_\_\_\_ \$ \_\_\_\_\_
- e. Payment of existing 1911 or 1915 Bonds  
 Series \_\_\_\_\_ Bonds Nos. \_\_\_\_\_ \$ \_\_\_\_\_

f. Deposit for plan checking of offsite improvements itemized in Section 1 Inspection fees to be paid at time of permit issuance.	\$ _____
g. Installation of subdivision monuments and centerline ties (refundable to developer upon completion and payment to surveyor)	
9 Lots @ \$125.00	\$ <u>1,125</u>
h. Storm drain fee _____ Acres @	\$ _____
i. Final Map filing fee	\$ _____
j. Checking and processing costs accrued	\$ _____
k. Annexation to Landscape Maintenance District	\$ _____
l. Deposit for completion of engineering	\$ _____
m. See attached Development Fee Schedule.	\$ _____
<b>TOTAL CASH PAYMENTS TO CITY</b>	<b>\$ <u>1,125</u></b>

Payment of the above fees shall not be construed as relieving the Subdivider from payment of fees to the City of Loma Linda for plan check, permit, inspection fees for grading or building construction or other fees due the City.

**Section 11. Hold-Harmless Agreement**

Subdivider hereby agrees to, and shall, hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury including death, as well as from claims for property damage which may arise from Sub-divider's or Sub-divider's contractors', subcontractors', agents' or employees' operations under this agreement, whether such operations be by Subdivider or by any one or more persons directly or indirectly employed by, or acting as agent for, Subdivider or any of Sub-divider's contractors or subcontractors. Subdivider agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

- a. That City does not, and shall not, waive any rights against Subdivider which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Subdivider of any of the insurance policies in Section 12 thereto.

- b. That the aforesaid hold-harmless agreement by Subdivider shall apply to all damages and claims for damages for every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this Section, regardless of whether or not City has prepared, supplied or approved of, plans and specifications for the subdivision, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

**Section 12. Sub-divider's Insurance**

Subdivider shall not commence work under this agreement until Subdivider shall have obtained all insurance required under Section, nor shall Subdivider allow any contractor or subcontractor to commence work on his contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained and approved. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier. All insurance required by this Section shall name the City as the Certificate Holder and shall have a 10-day minimum cancellation notice.

- a. Subdivider shall maintain, during the life of this agreement, Worker's Compensation Insurance for all Sub-divider's employees employed at the site of improvement, and in case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractor's or subcontractor's employees.

In case any class of employees engaged in work under this agreement at the site of the project is not protected under any Worker's Compensation law, Subdivider shall provide, and shall cause each contractor and subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. Subdivider hereby indemnifies City for any damage resulting to it from failure of either Subdivider or any contractor or subcontractor to take out or maintain such insurance.

- b. Public Liability and Property Damage Insurance

Subdivider shall take out and maintain during the life of this agreement such public liability and property damage insurance to defend, indemnify, and hold-harmless the City of Loma Linda, its elective and appointive boards, commissions, officers, agents, Subdivider and any contractor or subcontractor performing work covered by this agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from Sub-divider's or any contractor's or subcontractor's operations hereunder, and the amount of such insurance shall be as follows:

- (1) Public Liability Insurance

In an amount not less than \$500,000.00 for injuries, including but not limited to death, to any one person and, subject to the same

limit for each person, in an amount not less than \$5,000,000.00 on account of any one occurrence;

(2) Property Damage Insurance

In an amount of not less than \$100,000.00 for damage to the property of each person on account of any one occurrence.

An endorsement containing the following provisions shall be added to the public liability and property damage insurance:

“Solely as respects work done by and on behalf of the named insured in the City of Loma Linda, and limited to Tract 20467, it is agreed that the City of Loma Linda is added as an additional insured under this policy and the coverage provided hereunder shall be primary insurance available to the City of Loma Linda, California, and under any other third party liability policy.

It is further agreed that this insurance shall defend, indemnify, and hold-harmless, the City of Loma Linda from all claims arising out of work directly or indirectly associated with work performed by the named insured.

It is further agreed that the other insurance conditions of the policy are amended to conform therewith.”

**Section 13. Evidence of Insurance**

Subdivider shall furnish City concurrently with the execution hereof, satisfactory evidence of the insurance required, and evidence that each carrier is required to give City at least thirty days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this agreement.

**Section 14. Title to Improvements**

Title to, and ownership of, all improvements constructed hereunder by Subdivider shall vest absolutely in City, upon completion an acceptance of such improvements by City.

**Section 15. Subdivider not Agent of City**

Neither Subdivider nor any of Sub-divider’s agents or contractors are or shall be considered to be agents of City in connection with the performance of Sub-divider’s obligations under this agreement.

**Section 16. Cost of Plan Check and Inspection**

Subdivider shall pay to the City all necessary fees for engineering plan check and normal work day inspection services furnished by the City to provide these services for the

improvements that the Subdivider is required to construct in accordance with Section 1 herein.

**Section 17. Breach of Agreement - Performance by Surety or City**

If the Subdivider and the surety fail to install all or any part of the improvements required by this contract within the time set forth herein, or fail to comply with any other obligation contained herein, they shall be liable to the City for any administrative expenses, engineers' and attorneys' fees incurred in obtaining compliance with this agreement and any such expenses and fees incurred in processing any action for damages or for any other remedies permitted by law.

It is further understood and agreed that upon Sub-divider's default of any obligation hereunder, insolvency, bankruptcy, assignment for the benefit of creditors, or receivership, and at any time after any such occurrence, the City may make written demand upon the Subdivider or surety or both to immediately remedy the default or complete the work. If said remedial activities or completion of work are commenced within fifteen days after such demand is made and are not thereafter diligently prosecuted to completion and fully completed within thirty days after the making of such demand (or such other time as may be contained in said demand), the City may then complete or arrange for completion of all remaining work or conduct such remedial activity as in the sole judgment of the City may be required, all at the full expense and obligation of the Subdivider and surety and all without the necessity of giving any further notice to the Subdivider or surety before the City performs or arranges for performance of any remaining work or improvements and whether or not the Subdivider or surety have constructed any of the required improvements at the time. In the event the City elects to complete or arrange for completion of remaining work and improvements, the City Engineer, upon such election, may require all work by the Subdivider or surety to cease in order to permit adequate coordination by the City for completing any remaining work and improvements not yet completed.

**Section 18. General**

It is agreed that all work and improvements done pursuant to this agreement shall conform to the standards applicable at the time work is actually commenced.

For purposes of enforcing this agreement, the term "City" includes the City Council, the City Manager, the City Attorney, City Engineer, or any of them or any of their authorized representatives.

**Section 19. Notices**

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notice required to be given to City shall be addressed as follows:

Public Works Director  
25541 Barton Road  
Loma Linda, CA 92354-3901

Notices required to be give to  
shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provided that any party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

**Section 20. Rights and Remedies Cumulative**

The foregoing provisions are in addition to, and not in limitation of, any other rights or remedies available to the City. Dated this 11th day of March, 2025.

ATTEST:

CITY OF LOMA LINDA

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Phillip Dupper, Mayor

SUBDIVIDER

By \_\_\_\_\_  
(To be Sealed and Notarized)



**M. Declare as Surplus Various Technology Devices and Associated Equipment and Approve Appropriate Disposal [Information Systems/LLCCP]**

Meeting	Agenda Group
Tuesday, March 11, 2025, 7:00 PM	Consent Calendar Item: 3M.
To	From
City Council	Kyle MacGavin, Information Systems Manager

**RECOMMENDATION:**

It is recommended that the City Council declare the items listed on Attachment A as surplus equipment and direct staff to appropriately dispose of such equipment in a cost effective and environmentally sensitive manner.

**BACKGROUND:**

From time to time, technology systems reach obsolescence and are replaced. The items listed in Attachment A are no longer serviceable or are obsolete, and have been replaced.

**ANALYSIS:**

Items will be disposed of through the existing e-waste stream where precious metals and recyclable components are recovered prior to entering the waste stream. Any associated data storage components will be magnetically erased and physically destroyed in a separate process prior to entering the e-waste stream.

**ENVIRONMENTAL IMPACT:**

There is no environmental impact.

**FINANCIAL IMPACT:**

There is typically some minor revenue generated through e-waste disposal. It is estimated that this disposition will generate less than \$1000.00, which will be returned to the general fund.

**Attachments**

[Disposition Form 3.11.25.pdf](#)

## EQUIPMENT DISPOSITION FORM

(This form is to be completed upon the disposition of fixed assets, with the exception of equipment for surplus)

<b>Date of Disposition:</b> 3-11-25	
<b>Department:</b> Information Systems/LLCCP	<b>Division</b> _____

<b>Justification for Disposition:</b> E-Waste
<b>Authorized Signature</b> _____

Item #	Asset Tag #	Serial #	Description
1.	NA	MN: 1706FFPVt	Dell Flat Panel Monitor
2.	NA	CF-186DAZXMM	Panasonic Toughbook
3.	NA	A03001S060400017 B	Allied Telesyn Gateway
4.	NA	A03001S051100104 B	Allied Telesyn Gateway
5.	NA	CF-18BDAZXMM	Panasonic Toughbook
6.	NA	001049072488	ShorTel 230 VoIP Phone
7.	NA	00104907219D	ShorTel 230 VoIP Phone
8.	NA	BDAEB0BDP3W4J7	HP Keyboard
9.	NA	K2310000551	Adesso Keyboard
10.	NA	1GKSB38122	Panasonic Toughbook Dock
11.	NA	M2310000551	Adesso
12.	NA	1GYNJW	Plantronics Speaker Dock
13.	NA	NA	Brother Label Maker
14.	NA	M1411EJ05968	Motorola
15.	NA	MN: 1706FPvt	Dell Flat Panel Monitor
16.	NA	NA	Box of various cables
17.	NA	MN: SK-8135	Dell Keyboard
18.	NA	CN-04DTJ3-74445-33N-A1UM	Dell Monitor
19.	NA	TH79L1N28BS	HP Printer
20.	03162	A03253606110150 A01	AT-FS708/POE Switch
21.	NA	NA	Noctua fans (2)
22.	NA	A0420441411600016 F	iMAP CFC56 Management Card
23.	NA	MY4CG4R0GS	HP Printer
24.	NA	MN: NTN4633A	Motorola HT600 Radio
25.	NA	201087F063200117	Yealink Prime Business Phone
26.	NA	105709FW1620495661	ShoreTel Desk Phone
27.	NA	007MFV5	Lenovo Mouse
28.	NA	MN: C052	Plantronics Wireless Headset System
29.	NA	MN: SK-8175	Dell Keyboard
30.	NA	02694676	Lenovo Keyboard
31.	NA	2037HS04XML8	Logitech Mouse
32.	NA	520086034	Dell Mouse
33.	NA	NA	Dell Mouse

34.	NA	520035295	Dell Mouse
35.	NA	NA	HP Mouse
36.	NA	LZE4280061	Gateway Mouse
37.	NA	LNA21943709	Dell Mouse
38.	NA	672652-001	HP Mouse
39.	NA	LZS22956589	Dell Mouse
40.	NA	NA	Cyber Acoustics Headset
41.	03270	2UA4511RMF	Dell EliteDesk Desktop
42.	NA	001049071EA5	ShoreTel230 Desk phone
43.	NA	001049071EC4	ShoreTel230 Desk phone
44.	NA	VY0KS6PM	Western Digital 8 TB Hard Drive
45.	NA	000000428	Connectland Mouse
46.	NA	NA	LG Display Remote
47.	NA	150201629450	Microsoft Keyboard
48.	NA	NA	Sony Display Remote
49.	NA	001049071AC9	ShoreTel 230 Desk phone
50.	NA	NA	Blackmagic Design SDI to Analog Converter
51.	NA	NA	Power Sentry Power Adapter
52.	NA	143184071876	Marshall Electronic Device
53.	NA	NA	Realistic Microphone
54.	NA	810090089J	Samson CR4 Receiver
55.	NA	NA	JBL 7510B Automatic Mixer
56.	NA	NA	Unknown Power Supply
57.	NA	NA	Unknown Power Supply
58.	NA	Model # ATPMG646BD	Allied Telesyn Residential Gateways; qty. 52
59.	NA	Model # ATRG613BD	Allied Telesyn Residential Gateway; qty. 1
60.	NA	Model # ATRG002	Allied Telesyn Residential Gateway; qty. 3
61.	40- 00000057	NA	Nitro Security 600-Intrusion Prevention System
62.	40- 00000069	NA	Dell PowerEdge 2800
63.	40- 00000009	NA	Dell PowerEdge 2650 FSB Xeon
64.	40- 00000010	NA	Dell PowerEdge 2650 FSB Xeon
65.	40- 00000006	NA	Dell PowerEdge 2650 FSB Xeon
66.	40- 00000007	NA	Dell PowerEdge 2650 FSB Xeon
67.	40- 00000364	NA	Extreme Networks Summit X450E-48P Switch
68.	40- 00000137	NA	Ready Arm Security Appliance
69.	40- 00000280	NA	Extreme Networks 65040 Black Diamond 12804
70.	40- 00000281	NA	Extreme Networks 65040 Black Diamond 6 Slot
71.	40- 00000282	NA	Extreme Networks 65011 Management Switch Module
72.	40- 00000283	NA	Extreme Networks 65011 Management Switch Module

73.	40-00000284	NA	Extreme Networks 65011 Management Switch Module
74.	40-00000285	NA	Extreme Networks 65011 Management Switch Module
75.	40-00000286	NA	Extreme Networks 66011 Black Diamond 20 Port
76.	40-00000286	NA	Extreme Networks 66011 Black Diamond 20 Port
77.	40-00000289	NA	Extreme Networks 66051 Black Diamond 12800 2 Port
78.	40-00000290	NA	Extreme Networks 66051 Black Diamond 12800 2 Port
79.	40-00000291	NA	Extreme Networks 66051 Black Diamond 12800 2 Port
80.	40-00000292	NA	Extreme Networks 66051 Black Diamond 12800 2 Port
81.	40-00000255	EN20PGK171	ProLiant DL585 Opteron Server
82.	40-00000256	EN2TPGK16W	ProLiant DL585 Opteron Server
83.	40-00000211	NA	Black Diamond 8810 Chassis w/ tray
84.	40-00000212	NA	Black Diamond 8810 Chassis w/ tray
85.	40-00000219	NA	Black Diamond BD880MDM Management Control Module
86.	40-00000220	NA	Black Diamond BD880 MSM Management Control Module
87.	40-00000221	NA	Black Diamond BD880 MSM Management Control Module
88.	40-00000222	NA	Black Diamond BD880 MSM Management Control Module
89.	40-00000223	NA	Black Diamond BD880 10 GB XFP Line Card
90.	40-00000224	NA	Black Diamond BD8800 10 GB XFP Line Card
91.	40-00000225	NA	Black Diamond BD8800 10 GB XFP Line Card
92.	40-00000226	NA	Black Diamond BD8800 10 GB XFP Line Card
93.	40-00000227	NA	Black Diamond BD8800 10 GB XFP Line Card
94.	40-00000228	NA	Black Diamond BD8800 10 GB XFP Line Card
95.	40-00000138	NA	EMC Data Domain DD2200
96.	03183	NA	Dell PowerEdge 2650
97.	NA	PN: 542-10034-0002	AT-FAN01 Fan Module
98.	NA	PN: 515-10055-0002	AT-PW01 AC Power Supply; Qty. 2
99.	NA	PN: 074-000050	AT-PW01 DC Power Supply; Qty. 3
100.	NA	PN: 515-10056-0002	AT-PW01 DC Power Supply; Qty. 4
101.	NA	NA	AT-FS232 Bridging Converter; Qty. 4

102.	NA	NA	AT-FS238a/1 Bridging Converter; Qty. 3
103.	NA	NA	MC101XL Fast Ethernet Media Converter; Qty. 3
104.	NA	NA	AT-MCR12 Media Converter Rackmount Chassis
105.	NA	A03097S060700010 A	AT-A60i Expansion Module
106.	NA	A03186R080700015 B1	AT-8000S Series Fast Ethernet Switch
107.	NA	A03186R0807004W B1	AT-8000S Series Fast Ethernet Switch
108.	NA	A02992S051100021 A	AT-9408LC/SP GB Ethernet Switch
109.	NA	A03630S061000009 A	AT-x900-24XT-N L3+ QoS Switch
110.	NA	A02490S050900041 H	AT-9924SP Advanced Layer 3+ GB Switch
111.	NA	S01K5238P	AT-8948 Enhanced Layer 3+ Switch
112.	NA	A04760R154200298 B1	AT-GS950/16 10 PRT WebSmart Switch
113.	03163	A03633A061100006 C	AT-x900-24XT Switch
114.	NA	A03277L061200088 A	AT-FS716L 16 Port Fast Ethernet Switch
115.	NA	A03186R08070004X B1	AT-8000S Series Fast Ethernet Switch
116.	03288	A04746A134700008 D	AT-X510-52GPX Switch
117.	03283	A04045G133200010 C	AT-9424T/POE Layer 3 GB Ethernet Switch
118.	NA	A040314112900020 Q	AT-9924SP Advanced Layer 3+ GB Switch
119.	NA	NA	Room Alert 11E
120.	40-00000066	NA	Wireless Networking Controller
121.	40-00000257	NA	HP ProLiant DL585 Opteron Server
122.	40-00000258	NA	HP ProLiant DL585 Opteron Server
124.	40-00000259	NA	HP ProLiant DL585 Opteron Server
125.	40-00000334	NA	Deepsweep-1 Compliance Server
126.	40-00000331	NA	Single Server Item #980-000088
127.	00000363	NA	Extreme Hardware X460-48P
128.	03445	K9N0CV15R669391	Asus ZenBook
129.	03285	1511N-43402	Extreme Networks Summit X460-48p Switch
130.	03338	C5161115002856	Phanteks Desktop Computer
131.	03204	MXL3110Y9V	HP Compaq Pro 6300 Small Form Factor Desktop

Check One:
<input type="checkbox"/> Sold (Please attach supporting documentation.)
<input type="checkbox"/> Lost (Please include complete description of circumstances surrounding loss.)
<input type="checkbox"/> Donated to outside organization (Please attach supporting documentation.)
<input type="checkbox"/> Traded In (Please attach supporting documentation.)
<input type="checkbox"/> Reassigned for use as source of parts
<input type="checkbox"/> Stolen (Please attach police report or complete description of circumstances.)
<input type="checkbox"/> Destroyed (Please include complete description of circumstances.)
<input type="checkbox"/> Other, Please explain

ASSET DISPOSITION FORM

(This form to be completed upon the disposition of capital assets, with the exception of exception of equip. for surplus)

Sold for: \_\_\_\_\_

\$0.00

by means of:

- Public Auction
- Sealed Bid
- Selling for Scrap
- Negotiated Sale

(X) box


Proceeds Returned to Fund: \_\_\_\_\_

Traded for: \_\_\_\_\_ (Other Asset)

Vendor Name: \_\_\_\_\_

Traded for: \_\_\_\_\_ (Other Dept. Asset)

Department: \_\_\_\_\_

Transferred: \_\_\_\_\_ (Asset)

Department: \_\_\_\_\_



**N. Council Bill #R-2025-05 - Adopt a Resolution Declaring the Need for Emergency Contracting Procedures and Authorizing Repairs for Three Waterline Leaks on Redlands Blvd., Stewart St., and Anderson St. and Appropriate \$155,000 from the Water Fund Balance for the Repair Costs [Public Works]**

Meeting	Agenda Group
Tuesday, March 11, 2025, 7:00 PM	Consent Calendar Item: 3N.
To	From
City Council	Julia Loeffert, Executive Assistant
Via	
T Jarb Thaipejr, City Manager	

**RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. R-2025-05 declaring the need for emergency contracting procedures for three recent waterline leak repairs, then, appropriate \$155,000 from Water Fund Balance to the Water Repairs and Maintenance expenditure account for emergency repairs and finally, approve purchase orders to cover the cost of the emergency repairs.

**BACKGROUND:**

The Water Distribution Division is experiencing unforeseen emergency repair work at significant cost. We have just been invoiced for three (3) recent events, on Redlands Boulevard, Stewart Street and on Anderson Street totaling \$147,300.

**ANALYSIS:**

City Council has awarded competitively bid contracts to MCC Equipment Rentals, Inc. of Yucaipa, CA for similar work. This contractor has performed satisfactorily on projects for the City. Staff was directed to accomplish this work on a time and materials basis. The invoices have been submitted and appear to be in alignment with previous costs. The appropriation of funds will cover the incurred costs to repair the pipelines.

**ENVIRONMENTAL IMPACT:**

N/A

**FINANCIAL IMPACT:**

Appropriate \$155,000 from Water Fund Balance into Repairs and Maintenance Expenditure Account 4657020-51300 (Distribution).

**Attachments**

[Resolution - Emergency Waterline Repairs.pdf](#)

RESOLUTION NO.

RESOLUTION DECLARING THE NEED FOR EMERGENCY CONTRACTING PROCEDURES AND AUTHORIZING THE REPAIRS TO THREE WATERLINE LEAKS

WHEREAS, Section 20160, et seq., of the California Public Contract Code defines the process to be used by cities in the acquisition of construction services for public projects; and

WHEREAS, Section 20160 of the California Public Contract Code requires construction contracts in excess of \$5,000 be advertised and awarded to the lowest responsible bidder; and

WHEREAS, Section 20168 of the California Public Contract Code allows the legislative body of a city, in case of emergency and by a four-fifths vote, to pass a resolution to forgo customary bid procedures when it is determined that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, and/or property by taking necessary steps to procure equipment, services, and supplies for those purposes; and

WHEREAS, upon adoption of the resolution, the agency may expend any sum required in the emergency, provided the agency complies with Chapter 2.5 (commencing with Section 22050) of the California Public Contract Code; and

WHEREAS, Section 22050 of the California Public Contract Code provides a contracting procedure to be used in the event of an emergency; and

WHEREAS, the recent waterline leaks on Redlands Boulevard, Stewart Street, and Anderson Street caused substantial damage; and

WHEREAS, it is imperative to address the continuing series of waterline leaks without the delay required for preparation and advertising of bid documents.

NOW, THEREFORE IT IS HEREBY RESOLVED, by the City Council of the City Loma Linda, State of California that in accordance with Sections 20168 and 22050 of the California Public Contract Code, does hereby make the following findings:

Section 1. The emergency will not permit a delay that would result from a competitive solicitation for bids and that the action is necessary to respond to the emergency; and

Section 2. Based on substantial evidence set forth by City staff, which testimony is hereby incorporated by reference, the public interest and necessity demand the immediate expenditure of public

money to safeguard the health and safety of the public without the customary public bid procedures for such public improvements;

PASSED, APPROVED AND ADOPTED by the City Council of the City of Loma Linda, State of California on this 11th day of March, 2025, by the attached certified vote:

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Phillip Dupper, Mayor

ATTEST:

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Lynette Arreola, City Clerk



**O. Appropriate \$35,700 from Sewer Fund Balance and Award a Contract to West Coast Arborists, Inc. for \$35,700 to Clear Heritage Park Drainage Channel [Public Works]**

Meeting	Agenda Group
Tuesday, March 11, 2025, 7:00 PM	Consent Calendar Item: 30.
To	From
City Council	Jeff Peterson, Associate Engineer
Via	
T Jarb Thaipejr, City Manager	

**RECOMMENDATION:**

It recommended that City Council appropriate \$35,700 from Sewer Fund Balance. It is then recommended that City award a contract to West Coast Arborists, Inc. of Ontario, CA in the amount of \$35,700 and authorize contingency allocation of \$3,600. Staff will provide contract management services.

**BACKGROUND:**

On June 9, 2020, City Council approved a tree maintenance contract to West Coast Arborist, Inc. This contract was awarded via the piggy-back procurement process. This contractor was awarded the annual tree maintenance contract in September, 2024. Staff has been monitoring the various drainage structures within the City. This channel has become overgrown with brush and volunteer trees requiring removal to maintain drainage flow. Unfortunately, the City lacks the necessary specialty equipment and training to safely perform this work.

**ANALYSIS:**

Three (3) quotes were requested and reviewed for this work. The lowest bid of \$35,700, from the City's approved annual tree maintenance contractor, is competitive and favorable, bid summary attached. It is not unusual for a project to change the quantities of work or the scope of work as field conditions dictate. This is generally caused by unforeseen circumstances or work needed to maintain the integrity of the project. Therefore, staff recommends an allocation of ±10% of the construction amount (\$3,600.00) for a contingency allocation.

**ENVIRONMENTAL IMPACT:**

N/A

**FINANCIAL IMPACT:**

Appropriate \$35,700 from Sewer Fund Balance into Account No. 4053500-51300.

**Attachments**

[Drainage Clearance @ Veterans Park.pdf](#)

# INFORMAL BID RESULTS

DATE: 2/20/25

PROJECT NAME/DESCRIPTION: WASH REMOVAL TREES AT VETERANS PARK

ACCOUNT NO. 4053500 - Budgeted Amount: \_\_\_\_\_  
51300

VENDOR NAME	BID AMOUNT
LAWNSCAPE SYSTEMS INC.	\$ 68,000.00
WEST COAST ARBORISTS	\$ 35,700.00
APL LANDSCAPES	\$ 41,600.00

COMMENTS: CREEK/DEAD TREE'S

SIGNATURE: [Signature] DATE: 2/8/25

• REQUIRES CITY COUNCIL APPROVAL:  Yes  No CITY COUNCIL MEETING DATE: 3/11/25

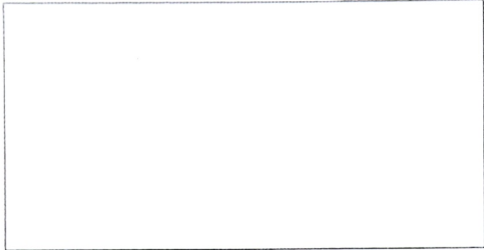
**APL PROFESSIONAL LANDSCAPES**

PO Box 844  
Loma Linda, CA 92354

**ESTIMATE**

**February 20, 2025**

City of Loma Linda  
Mario Mosqueda  
mmosqueda@lomalinda-  
ca.gov  
Department of Public Works  
25541 Barton Road  
Loma Linda, CA 92354



**ESTIMATE FOR TREE REMOVALS AND TREE TOPPING**

	Amount
(18) Tall Mexican fan palm tree cleaning from top to bottom	\$10,800.00
(4) Black willow tree pruning	\$2,000.00
(8) Black willow tree removals	\$7,600.00
(1) Sycamore tree removal	\$800.00
(1) Pepper tree removal	\$800.00
(1) Pepper tree pruning	\$500.00
30x30 area Bamboo removal	\$1,600.00
(2) Chinese Elm pruning	\$1,200.00
(3) Golden Rain trees pruning	\$1,800.00
(4) Cottonwood trees removal	\$8,000.00
(2) cottonwood tree pruning	\$2,000.00
(5) Large Ash tree pruning	\$4,500.00
Remove (22) Mexican fan palm suckers in the ditch, plus ditch clean up Included with tree service.	
Total	<b>\$41,600.00</b>



# WEST COAST ARBORISTS, INC.

9465 Schaefer Ave Ontario, CA 91761  
800.521.3714 Phone 714.991.7844 E-Fax WCAINC.COM

**Proforma  
# 94385**

## PROFORMA FOR TREE MAINTENANCE SERVICES

### CUSTOMER INFORMATION

#### Main Contact

**JOSE RODRIGUEZ**  
CITY OF LOMA LINDA  
25541 BARTON ROAD  
LOMA LINDA, CA 92354  
909.809.8551 jrodriguez@lomalinda-ca.gov

#### Billing Contact

**JULIE LOEFFERT**  
CITY OF LOMA LINDA  
25541 BARTON ROAD  
LOMA LINDA, CA 92354  
909.799.4402 jloeffert@lomalinda-ca.gov

Inventory Needed	Link Funds to Job #	Purchase Order #	DIR Project ID #
------------------	---------------------	------------------	------------------

Yes

### JOB LOCATION

Bryn Mawr Veterans Memorial Park  
25541 Barton Rd, Loma Linda, CA 92354

### SCOPE OF WORK

Tree Only Removals all palm trees, leaning willow trees, down trees, the two first large poplars by Juanita St and few trees that need weight reduction by houses.

QTY	DESCRIPTION	U/M	UNIT PRICE	TOTAL
5.00	Specialty Equipment Rental	Day	\$1,680.00	\$8,400.00
260.00	Crew Rental - per man	Man Hour	\$105.00	\$27,300.00
	Removal Backup - Crew	Each	\$0.00	\$0.00
	Tree Only Removal Backup - Crew	Each	\$0.00	\$0.00
<b>GRAND TOTAL:</b>			<b>\$35,700.00</b>	

### COMMENTS

DISCLAIMER: West Coast Arborists, Inc. ensures the quality of work performed, however, we do not ensure the agency's entire tree population from failure. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances. The controlling authority must manage trees and accept some degree of risk. Only work identified in the scope of the proposal and in the contract line item is included in our quote or invoice. All work will be completed in accordance with ANSI A300 standards. Price reflects payment under prevailing wage rates under the wage determination: Tree Maintenance Laborer and report of certified payroll to the Department of Industrial Relations as applicable in accordance with state labor laws. PROPOSAL IS VALID FOR 90 DAYS.

CA Contractors License 366764

Federal Tax ID: 95-3250682

CA DIR Registration 1000000956

ALONSO GARCIA

AREA MANAGER

01/21/25

ESTIMATED BY

TITLE

DATE

ACCEPTED BY

TITLE

DATE





**A. Appoint Members to the Historic Commission and Budget Committee [Administration]**

Meeting	Agenda Group
Tuesday, March 11, 2025, 7:00 PM	New Business Item: 5A.
To	From
City Council	Lynette Arreola, City Clerk

**RECOMMENDATION:**

Staff recommends that the City Council appoint Jennifer Jones to the Historical Commission and Christopher Maravilla to the Budget Committee.

**BACKGROUND:**

Both the Historic Commission and Budget Committee have had member vacancies for several months. Notice of Vacancies were posted with no applicant response to the vacancies. In recent months, two applications were received. The applications were reviewed by the City Manager and the Community Development Director. After reviewing the applications, staff has identified Ms. Jones as qualified candidates for the Historic Commission and Mr. Maravilla as qualified candidates for the Budget Committee. Both candidates have relevant experience and would be a great fit for their respective committees.

The following are the terms:

**Historical Commission**

Number of Members: Eight

Term: Four Years

Meeting Schedule: Bi-monthly on the 1<sup>st</sup> Monday of the odd month

**Budget Committee – 1 appointment**

Number of Members: four

Term: Four Years

Meeting Schedule: As needed basis, during the months of April, May and June



**B. Consideration of a Tobacco Retailer License Ordinance [Councilmember Spencer-Hwang]**

Meeting	Agenda Group
Tuesday, March 11, 2025, 7:00 PM	New Business Item: 5B.
From	
Lynette Arreola, City Clerk	



**C. Discussion on Economic Development Strategies Embracing the City's Motto, "A City of Health and Prosperity"  
[Councilmember Spencer-Hwang]**

Meeting	Agenda Group
Tuesday, March 11, 2025, 7:00 PM	New Business Item: 5C.
To	From
City Council	T Jarb Thaipejr, City Manager