CITY OF LOMA LINDA
CITY COUNCIL AGENDA
REGULAR MEETING

Tuesday, December 12, 2023, 7:00 PM
Council Chambers
25541 Barton Road
Loma Linda, CA 92354

Est. Duration: 2 hr 5 min

A regular meeting of the City Council of the City of Loma Linda 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 p.m. or as soon thereafter as possible.*** **The public meeting begins at 7:00 p.m.**

Reports and Documents relating to each agenda item are on file in the Office of the City Clerk and are available for public inspection during normal business hours. The agenda and reports are also located on the City's Website at www.lomalinda-ca.gov.

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office, 25541 Barton Road, Loma Linda, CA during normal business hours. Such documents are also available on the City's website at www.lomalinda-ca.gov subject to staff's ability to post the documents before the meeting.

Persons wishing to speak on an agenda item, including any closed session items, are asked to complete an information card and present it to the City Clerk before consideration of the item. When the item is to be considered, please step forward to the podium, the Chair will recognize you and you may offer your comments. The City Council meeting is recorded to assist in the preparation of the Minutes, and you are therefore asked to give your name and address before testifying.

The Oral Reports/Public Participation portion of the agenda pertains to items NOT on the agenda and is limited to 30 minutes; 3 minutes are allotted for each speaker. Under the Brown Act, no action may be taken by the City Council at this time; however, the City Council may refer your comments/concerns to staff or request that the item be placed on a future agenda.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (909) 799-2819. Notification 48 hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. Later requests will be accommodated to the extent feasible.

A recess may be called at the discretion of the City Council.

Meetings are accessible to people with disabilities. Every attempt will be made to swiftly address each request. Requests in advance of the meeting will enable us to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the meeting materials, should contact the City Clerk at larreola@lomalinda-ca.gov or (909) 799-2819.

1: Call to Order

1A. Call to Order

1B. Roll Call

1C. Closed Session/Workshop - None

1D. Invocation and Pledge of Allegiance

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

2A. Proclamation - City of Collegedale, Tennessee

2B. Mission Elementary School Presentation [Chamber of Commerce]

2C. Water and Waste Water Rate Study Presentation by Tuckfield and Associates [Clayton Tuckfield]

3: Consent Calendar

3A. Demands Registers for November 28, and December 12, 2023 [Finance]

3B. Approval of Minutes 11-15-2023

3C. Treasurer's Report - November 2023 [Finance]

3D. Fire Department's Activity Report - November 2023 [Fire]

3E. Authorization to apply for the Emergency Management Performance Grant (EMPG) [Fire]

— Authorize the Fire Department to apply for and appropriate the revenue of approximate $14,793.00 from the 2023 EMPG funds; and

— Authorize the City Manager to execute documents and to accept additional grant funding should it become available relating to EMPG funds.

3F. Approve Appropriation and Award Contract for 9 Additional LPR Cameras [Public Works]

— Approve a Supplemental Appropriation of $33,200 from Citizens Option for Public Safety (COPS) Grant Fund Balance into the COPS Contractual Agreements Account No. 1355430-51830; and

— Award a contract to Flock Group, Inc. for $75,650.00/year for five years for the installation and monitoring of 26 LPR cameras at various locations.

3G. Award Contract to Southcoast Lighting to Purchase Twelve Solar Walkway Lights [Public Works]

— Award a contract to Southcoast Lighting of Noman, OK, in the amount of $16,616.80.

3H. Approve Purchase of 96 Domestic Water Meters from HydroPro Solutions, Inc. [Public Works]

— Award a contract to HydroPro Solutions, Inc. of Ontario, CA, for $25,435.90 for purchase of 96 Allegro 4G domestic water meters.

3I. Change Order for the Audio/Visual Equipment in the Council Chambers [Information Systems]

— Approve a change order in the amount of $18,800 for the contract with Western Audio Visual & Security for equipment upgrades.

3J. Approval of Agreement with Colantuono, Highsmith, and Whatley for Legal Services [City Attorney]

— Authorize the City Attorney to enter into an agreement with the law firm of Colantuono, Highsmith & Whatley (CHW) for legal services primarily in connection with land use issues on an as-needed basis.

3K. Council Bill #R-2023-40 - Approving a Loan from Special Projects Construction Fund to Water Acquisition Fund [Finance]

— Adopt Council Bill #R-2023-40, approving a $4,350,000 loan from the City's Special Projects Construction Fund to the Water Acquisition Fund; and

— Supplemental Appropriations into the following accounts; Infrastructure account in the amount of $2,008,800, General Fund Overhead account in the amount of $387,000, and Interest Expense account in the amount of $59,200.

4: Old Business

5: New Business

5A. Appoint Three Historic Commission Members Whose Terms Expired

6: Reports

6A. Reports of Council Members

6B. Reports Of Officers

7: Adjournment

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:

Loma Linda Branch Library, 25581 Barton Road, Loma Linda, California

City Council Chambers, 25541 Barton Road, Loma Linda, California

U. S. Post Office Annex, Newport Avenue, Loma Linda, California

Lynette Arreola

Lynette Arreola, City Clerk
City of Loma Linda, California

Date Posted: December 8, 2023

City of Loma Linda

Regular City Council Staff Report

Prepared By: Lynette Arreola

Proclamation - City of Collegedale, Tennessee

Meeting	Agenda Group	
Tuesday, December 12, 2023, 7:00 PM	Scheduled and Related Items	Item: 2A

From
Lynette Arreola, City Clerk

Mayor Dupper will present the Proclamation.

Attachments

Proclamation Collegedale TN.pdf

PROCLAMATION

IN RECOGNITION OF THE DISTINCTIVE CONNECTION AND SIMILARITIES BETWEEN THE CITY OF COLLEGEDALE, TENNESSEE & CITY OF LOMA LINDA, CALIFORNIA

WHEREAS, *the City of Collegedale, Tennessee, was incorporated in 1968 and is home to Southern Adventist University, established in 1892 and affiliated with the Seventh-day Adventist Church, equipping students to embrace biblical truth, embody academic and professional excellence, and pursue Spirit-filled lives of service; and*

WHEREAS, *the City of Loma Linda, California, was incorporated in 1970, and is home to Loma Linda University, founded in 1905 by the Seventh-day Adventist Church as a center for educating health professionals, offering a unique learning environment through the integration of health, science and faith; and*

WHEREAS*, the City of Collegedale is home to Collegedale Academy, a Seventh-day Adventist school, grades K-12, established to educate, equip, and inspire students to be critical thinkers who serve others and reflect Christ's character; and*

WHEREAS, *the City of Loma Linda is home to Loma Linda Academy, a Seventh-day Adventist school, grades K-12, which guides students to Grow in God's Grace, Thrive Intellectually, Develop True Friendships, Embrace Healthful Living; and*

WHEREAS, *the City of Collegedale is a City nestled between the beautiful mountains of southeast Tennessee with a thriving economy, gracious living, excellent schools, premier shopping, fine dining, parks and recreation, and whose southern charm makes all the difference as they celebrate their success and treasure their past; and*

WHEREAS, *the City of Loma Linda, meaning "Beautiful Hill" in Spanish, incorporates a third of its City to protected natural open space with several miles of pedestrian trails, known as the South Hills, with a growing community, excellent schools, parks and recreation, and a city identified as "Blue Zone", where residents have one of the highest rates of longevity in the United States; and*

WHEREAS, *the Cities of Collegedale and Loma Linda have significant histories and have top private universities well known for their programs in health-science education, medicine, research, and service; and*

WHEREAS, *the Cities of Collegedale and Loma Linda share similarities in faith, cultural matters, arts, sustainable development, humanitarian assistance, and healthy lifestyle living.*

NOW, THEREFORE, BE IT RESOLVED THAT *I, Phillip Dupper, Mayor of the City of Loma Linda, on behalf of the City Council and citizens of this community, proclaim the many similarities between the Cities of Collegedale and Loma Linda and encourage ongoing communication and collaboration between us, in such ways that we can improve our communities and strengthen the bond of mutual history and friendship between us.*

PRESENTED *this 12th day of December 2023.*

_____

Phillip Dupper, Mayor

City of Loma Linda

Regular City Council Staff Report

Prepared By: Lynette Arreola

Mission Elementary School Presentation [Chamber of Commerce]

Meeting	Agenda Group	
Tuesday, December 12, 2023, 7:00 PM	Scheduled and Related Items	Item: 2B

From
Lynette Arreola, City Clerk

No staff report.

City of Loma Linda

Regular City Council Staff Report

Prepared By: Lynette Arreola

Water and Waste Water Rate Study Presentation by Tuckfield and Associates [Clayton Tuckfield]

Meeting	Agenda Group
Tuesday, December 12, 2023, 7:00 PM	Scheduled and Related Items Item: 2C

From
T Jarb Thaipejr, City Manager

Accepted by City Council

Date: _____

RECOMMENDATION:

City Manager T Jarb Thaipejr will introduce Clayton Tuckfield from Tuckfield and Associates. No staff report.

City of Loma Linda

Regular City Council Staff Report

Prepared By: Lynette Arreola

Demands Registers for November 28, and December 12, 2023 [Finance]

Meeting	Agenda Group	
Tuesday, December 12, 2023, 7:00 PM	Consent Calendar	Item: 3A

From
Sonia Fabela, Finance Director

Approved/Continued/Denied by City Council

Date: _____

RECOMMENDATION:

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

Attachments

Demands Register 11-28-23 CC.pdf

Demands Register 12-12-23 CC.pdf

CITY OF LOMA LINDA
VOUCHER LIST
11/28/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
706211	11/14/2023	5640	APPLEONE EMPLOYMENT SERVICES	01-6749975	1240405	CASHIER TEMP 10/30-11/02/2023	$1,537.60
						706211 Total	**$1,537.60**
706212	11/14/2023	7414	BETTER EARTH INC.	B23-000-171 Refund		Bldg Permit Refund B23-000-171 Applicant Withdraw	$224.25
						706212 Total	**$224.25**
706213	11/14/2023	7409	EMIL CATINEAN	P23-000-216 Refund		Permit Refund Planning denied proposal P23-216	$180.00
				B23-000-523 Refund		Bldg Permit Refund Proposal denied B23-523	$117.43
						706213 Total	**$297.43**
706214	11/14/2023	5502	FRONTIER COMMUNICATIONS	9097997651 November		Phone costs 11/1-11/30/2023	$37.65
				9097991480 November		Phone costs Senior Center Fire Alarm10/28-11/27/23	$121.46
				9097990759 November		Phone costs Fire Station #252 11/1-11/30/23	$42.10
				9097964692 November		Phone costs Corp Yard Intrusion11/4-12/03/2023	$84.70
				9094785042 November		Phone costs Cole House Fire Alarm11/4-12/3/2023	$139.49
						706214 Total	**$425.40**
706215	11/14/2023	7053	MARLIN BUSINESS BANK	20883976	1240336	City wide Printer lease agreement FY 23/24 October	$3,245.10
						706215 Total	**$3,245.10**
706216	11/14/2023	1245	SO CALIF EDISON	700377436138 October		Electricity costs 10/4-11/1/2023	$144.55
				700546694670 October		Electricity costs 10/2-10/30/2023	$273.38
				700533422444 October		Electricity costs 10/4-11/1/2023	$109.88
				700625935485 October		Electricity costs 10/4-11/1/2023	$90.22
				700620742955 October		Electricity costs 10/4-11/1/2023	$227.00
				700327588141 October		Electricity costs 10/4-11/1/2023	$121.65
				700237491915 October		Electricity costs 10/4-11/1/2023	$127.62
				700441458865 October		Electricity costs 10/3-10/31/2023	$139.96
				700402406564 October		Electricity costs 10/3-10/31/2023	$102.64
				700280676618 October		Electricity costs 10/3-10/31/2023	$114.55
				700411454240 October		Electricity costs 10/2-10/30/2023	$1,381.78
				700337902271 October		Electricity costs 10/2-10/30/2023	$221.99

CITY OF LOMA LINDA
VOUCHER LIST
11/28/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
				700350988278 October		Electricity costs 10/1-10/31/2023	$6,955.61
				700371011405 October		Electricity costs 10/2-10/30/2023	$2,762.41
				700491050723 October		Electricity costs 10/2-10/30/2023	$385.59
				700630870058 October		Electricity costs 10/2-10/30/2023	$301.84
				700619667467 October		Electricity costs 10/2-10/30/2023	$160.64
				700010613157 October		Electricity costs 10/2-10/30/2023	$109.04
				700030769656 October		Electricity costs 10/2-10/30/2023	$212.46
				700010396020 October		Electricity costs 10/2-10/30/2023	$153.10
				700475961967 October		Electricity costs 10/2-10/30/2023	$125.59
				700448473884 October		Electricity costs 10/2-10/30/2023	$20.38
				700357831327 October		Electricity costs 10/2-10/30/2023	$77.37
				700180303341 October		Electricity costs 10/2-10/30/2023	$103.40
				700252505390 October		Electricity costs 10/2-10/30/2023	$134.32
				700281250130 October		Electricity costs 10/2-10/30/2023	$89.62
				700123802154 October		Electricity costs 10/2-10/30/2023	$221.50
				700620519956 October		Electricity costs 10/2-10/30/2023	$1,082.35
				700303221438 October		Electricity costs 10/5-11/2/2023	$121.48
				700023837085 October		Electricity costs 10/5-11/2/2023	$19,679.49
				700396836845 October		Electricity costs 10/5-11/2/2023	$19,491.99
				700044797169 October		Electricity costs 10/5-11/2/2023	$23,125.61
				700063569396 October		Electricity costs 10/5-11/2/2023	$2,936.79
				700491039205 October		Electricity costs 10/5-11/2/2023	$8,000.83
				700165738789 October		Electricity costs 10/5-11/2/2023	$1,146.29
				700075862128 October		Electricity costs 10/5-11/02/2023	$483.72
				700577818031 October		Electricity costs 10/5-11/2/2023	$19,539.36
				700004740213 October		Electricity costs 10/3-10/31/2023	$623.36
				700162747250 October		Electricity costs 10/4-11/1/2023	$673.85
				700124018786 October		Electricity costs 10/4-11/1/2023	$76.22
				700125053252 October		Electricity costs 10/4-11/1/2023	$54.70
				700125145505 October		Electricity costs 10/4-11/1/2023	$115.78
				700125316869 October		Electricity costs 10/4-11/1/2023	$90.22
				700123951189 October		Electricity costs 10/4-11/1/2023	$51.77
				700077110701 October		Electricity costs 10/4-11/1/2023	$107.37

CITY OF LOMA LINDA
VOUCHER LIST
11/28/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION		AMOUNT
				700012556793 October		Electricity costs 10/4-11/1/2023		$27.18
				600000500568 October		Electricity costs 9/29-10/29/2023		$4,510.53
				700228421001 October		Electricity costs 9/12-10/10/2023		$832.93
				700529893260 October		Electricity costs 10/9-11/6/2023		$233.37
							706216 Total	**$117,873.28**
706217	11/14/2023	1261	THE GAS COMPANY	06872460008 October		Gas costs 10/3-11/1/2023		$67.22
				10232459007 October		Gas costs 10/3-11/1/2023		$20.71
				14642464003 October		Gas costs 10/2-10/31/2023		$46.17
				10022459001 October		Gas costs 10/3-11/1/2023		$94.48
							706217 Total	**$228.58**
706218	11/14/2023	26	VERIZON WIRELESS	9948023059 October		City wide cell phone service 9/29-10/28/2023		$2,983.74
				9948023060 October		SCADA Modem PW 9/29-10/28/2023		$78.01
							706218 Total	**$3,061.75**
706220	11/15/2023	7083	SELF INSURED SERVICES COMPANY	13623		Life Insurance Premium November 2023		$3,956.94
							706220 Total	**$3,956.94**
706221	11/28/2023	2394	2 HOT ACTIVEWEAR & UNIFORMS	5354	1240018	Uniform items for new hire William Stacy		$480.65
				4518		Uniform items for new hire J Cunningham		$436.01
							706221 Total	**$916.66**
706222	11/28/2023	29	AGUA MANSA PROPERTIES, INC.	48767	1240022	Concrete recycling		$300.00
							706222 Total	**$300.00**
706223	11/28/2023	33	ALL AMERICAN ASPHALT	204751	1240281	Pavement Rehab by overlay contract CIP 23-115		$1,246,046.35
							706223 Total	**$1,246,046.35**
706224	11/28/2023	7410	AMS PAVING, INC	REQUEST		Refund hydrant meter deposit #001949-0012		$600.00
							706224 Total	**$600.00**

CITY OF LOMA LINDA
VOUCHER LIST
11/28/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
706225	11/28/2023	1831	AQUATIC INFORMATICS INC.	106219	1240374	WaterTrax Data Mgt software subscription Renewal	$10,040.00
						706225 Total	**$10,040.00**
706226	11/28/2023	7411	BIT PROS INC	20678	1240473	Labor/install for radios cradlepoint w/ roof anten	$3,106.19
						706226 Total	**$3,106.19**
706227	11/28/2023	5589	BORDEN EXCAVATING, INC.	23-02-04	1230688	Construction of 1.6 MG Reservoir CIP 20-656	$1,590,216.62
						706227 Total	**$1,590,216.62**
706228	11/28/2023	5174	BRENT BILLINGSLEY	1306	1240101	Accu-tab tablets	$4,959.10
						706228 Total	**$4,959.10**
706229	11/28/2023	840	CITY OF SAN BERNARDINO	92661-90878 Oct 2023	1240043	1516 Gould St 10/2/23 - 11/2/23	$50.15
				133-132 Oct 2023		1415 Richardson St Oct 2023	$4,703.16
						706229 Total	**$4,753.31**
706230	11/28/2023	2309	CONSOLIDATED ELECTRIC DIST-SB	6903-1047581	1240071	Civic Center lighting replacement	$523.04
				6903-1047664		Street light bulbs	$225.78
				6903-1047624		Car port timer	$101.55
						706230 Total	**$850.37**
706231	11/28/2023	5762	CORE & MAIN LP	T873094	1240466	Couplings, copper tubing, clamps & connect kits	$5,054.70
				T892624	1240081	For 600K reservoir repairs	$654.10
						706231 Total	**$5,708.80**
706232	11/28/2023	236	COSTCO WHOLESALE	1240076 11/7/23	1240076	Kitchen supplies	$527.37
						706232 Total	**$527.37**

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VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
706233	11/28/2023	7290	DANNY ELLIS	0001268604	1240089	Digneo Pk RR Deadbolt damage due to vandalism	$122.89
				0001268639		Padlocks	$144.33
						706233 Total	**$267.22**
706234	11/28/2023	1240	DAVE BANG ASSOCIATES, INC.	CA54749	1240195	6 foot benches	$7,333.11
						706234 Total	**$7,333.11**
706235	11/28/2023	7152	DIANE E. ROBBINS	RefundRobbins		Excess cafeteria money	$2,090.69
						706235 Total	**$2,090.69**
706236	11/28/2023	1257	DOUG MARTIN CONTRACTING CO, INC.	REQUEST		Refund hydrant meter deposit 1952-0014 8/17/23	$600.00
						706236 Total	**$600.00**
706237	11/28/2023	3035	DOUGLAS L. GOODMAN	5849	1240278	Civil Engineering Services CA Street CIP 23-118	$1,800.00
						706237 Total	**$1,800.00**
706238	11/28/2023	2179	ENGINEERING RESOURCES OF	59616	1230692	Contract for Inspections & Project Mgt CIP20-656	$36,236.50
						706238 Total	**$36,236.50**
706239	11/28/2023	331	FAIRVIEW FORD SALES, INC.	044525	1240005	Vehicle kit	$14.42
						706239 Total	**$14.42**
706240	11/28/2023	336	FEDEX	8-313-79635	1240006	Courier service-Lien RElease Documents	$39.24
						706240 Total	**$39.24**
706241	11/28/2023	3197	KALMIKOV ENTERPRISES, INC	27914	1240007	Repairs to inop light bar on ME252	$2,737.43
				27915		Repair turn signal switch & horn switch for ME252	$1,284.63
				27917		Check engine light repair for ME252	$2,864.36
				27916		Troubleshoot and repair transmission code ME252	$1,848.18

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VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
				27912	1230580	Progress work-Refurbish 2006 Smeal Truck MT252R	$23,607.33
						706241 Total	**$32,341.93**
706242	11/28/2023	5256	FLYERS ENERGY, LLC	23-964355	1240008	Carb fuel for PW 11/8/23	$2,719.78
						706242 Total	**$2,719.78**
706243	11/28/2023	5458	HIRSCH PIPE & SUPPLY	9215373	1240000	Galvin coupling	$12.20
						706243 Total	**$12.20**
706244	11/28/2023	1728	INLAND LIGHTING SUPPLIES, INC.	281824	1240479	Exterior soffit light & bulbs for Sr Ctr/City Hall	$573.66
				281940	1240480	Light fixture arm	$106.58
						706244 Total	**$680.24**
706245	11/28/2023	5144	JAMES D. HUSS JR.	23040	1240086	Weed abatement for APN 028-420-247	$315.00
						706245 Total	**$315.00**
706246	11/28/2023	7032	JOHN ARTHUR MAY	1365	1240084	Service call to work on SCADA system	$420.00
				1367		Richardson Well #3 SVC Call for Battery Alarm	$210.00
						706246 Total	**$630.00**
706247	11/28/2023	503	JON'S FLAGS & POLES	F88894	1240469	Flags for Civic Center	$609.00
						706247 Total	**$609.00**
706248	11/28/2023	2023	JOSEPH E BONADIMAN & ASSOCIATE	5097 B	1240279	Land Survey-Monument Preservation CIP 23-115	$3,847.50
						706248 Total	**$3,847.50**
706249	11/28/2023	4571	JOSHUA MALDONADO	EMTCertReimbJMaldona	1240471	EMT license re-certification reimbursement	$107.00
						706249 Total	**$107.00**
706250	11/28/2023	6071	KELLERMEYER BERGENSONS SERVICE	INVS024671	1240166	Janitorial Svcs Sept 2023 price increase eff 8/14	$1,080.00
						706250 Total	**$1,080.00**

CITY OF LOMA LINDA
VOUCHER LIST
11/28/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
706251	11/28/2023	1733	LOWE'S COMPANIES, INC.	74500	1240038	Pry bar	$15.48
				25750		Sensor, hammer, socket, & glue trap	$67.00
				93025		Hardwood workbench	$309.93
				76895		Solar shades	$220.54
				25894 11-8-23		Plastic gas cans, Utility hose, wasp spray	$82.57
				25896 11-8-23		Hose valve	$6.19
				77632		Water, socket, glue, & Lysol wipes	$471.03
				89576		Rollers & paint strollers	$38.15
				87349		2 Wheelbarrows	$266.55
				87342		Pallet of concrete & 2 - 2x4x10	$231.42
				91727		Spray bottles, torch set, power strips, & gloves	$160.71
				85469 11/11/23		Painting Supplies & Materials	$86.48
				93652		Blank outlet cover	$18.43
				25294 11-15-23		Batteries, emergency exit alarm, & outlet plates	$30.57
						706251 Total	**$2,005.05**
706252	11/28/2023	6117	MATT DINGMAN	TrainingReimbMDingma	1240472	Registered Instrc orientation training reimburseme	$150.00
						706252 Total	**$150.00**
706253	11/28/2023	2876	MOORE, IACOFANO, GOLTSMAN, INC.	0083658	1230420	Planning Srvcs for HE updates-10/1/23-10/31/23	$728.75
						706253 Total	**$728.75**
706254	11/28/2023	4966	MOTOROLA SOLUTIONS	8281745185	1240171	Portable radios per quote 2097321	$168,844.25
						706254 Total	**$168,844.25**
706255	11/28/2023	1935	NARCISCO VALDOVINOS	001135	1240423	Weed abatement services for 4 basins	$1,107.70
				001138		Weed abatement services for 4 basins	$632.50
				001136		Weed abatement services for 4 basins	$1,234.20
				001137		Weed abatement services for 4 basins	$379.50
						706255 Total	**$3,353.90**

CITY OF LOMA LINDA

VOUCHER LIST

11/28/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
706256	11/28/2023	6059	NICHOLAS MARZULLO	12191	1240357	Wrought iron gates and fence panels for City Hall	$5,858.56
						706256 Total	**$5,858.56**
706257	11/28/2023	7193	O'REILLY AUTO ENTERPRISES, LLC	6160-177065	1240049	Washer Fluid ""T""	$3.78
				6160-177140		Def fluid & multi purpose grease	$213.17
				6160-178433		car charger and charge cable for MS251	$36.61
				6160-173865		Battery	$133.39
				6160-179003		Wiper blades for 2018 Ram 3500	$77.77
						706257 Total	**$464.72**
706258	11/28/2023	7176	ODP BUSINESS SOLUTIONS, LLC	332673261001	1240048	Clipboard	$7.53
				335969453001		CDD- deskpad, paper clips, post it, planner	$141.94
				339876863001		Copy paper for inventory & creamer for meetings	$75.14
				339884906001		Plates	$12.32
				329831094001	1240478	Corp Yard office supplies	$1,039.42
						706258 Total	**$1,276.35**
706259	11/28/2023	7184	PAUL MCLAUGHLIN	111	1240475	Troubleshoot lighting @Corp Yard & Civic Center	$835.00
				116		Troubleshoot lighting @Corp Yard & Civic Center	$595.00
						706259 Total	**$1,430.00**
706260	11/28/2023	266	ROBBINS & HOLDAWAY	00-1006-02-45446	1240059	Legal Srvs - Community Dev	$332.50
						706260 Total	**$332.50**
706261	11/28/2023	1379	SAN BERNARDINO COUNTY	109192	1240060	Assessor Parcel revisions for Nov 2023	$2.00
						706261 Total	**$2.00**
706262	11/28/2023	1098	SCOTT D. CAMPBELL	D2 CERT		Reimb for D2 Cert S. Campbell	$80.00
						706262 Total	**$80.00**
706263	11/28/2023	451	SITEONE LANDSCAPE SUPPLY, LLC	136282611-001	1240063	Timer for LMD	$166.53
				136305174-001		Replacement blade for cutter	$46.79

CITY OF LOMA LINDA
VOUCHER LIST
11/28/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
				136381941-001		Rainbird kits for Wellesley Project	$140.27
						706263 Total	**$353.59**
706264	11/28/2023	5849	ST FRANCIS ELECTRIC, LLC	22035341	1240265	Annual Traffic Signal Maint. Contract Oct 2023	$1,566.76
				22035342	1240266	Misc Traffic Signal Repairs Oct 2023	$4,747.59
				22035343		Mt View & Redlands knock down Oct 2023	$6,165.14
						706264 Total	**$12,479.49**
706265	11/28/2023	6003	VEOLIA WTS SERVICES USA, INC.	902406029	1240189	Deionized water tank & reg fees Nov 2023	$81.35
				902406030		Deionized wtr tank reg fees STA252 11/1/23-1/31/24	$99.56
						706265 Total	**$180.91**
706266	11/28/2023	6269	TESS ELECTRIC INC.	1359	1240072	Jobsite well #5 RTP	$781.63
						706266 Total	**$781.63**
706267	11/28/2023	7010	THE CONVERSE PROFESSIONAL GROUP, INC.	21-81122-30-05	1230691	Geotechnical & Material Testing Contract CIP20-656	$26,175.00
						706267 Total	**$26,175.00**
706268	11/28/2023	1261	THE GAS COMPANY	19406867366 Oct 23		Gas service STA 252 10/10/2023-11/09/2023	$14.79
						706268 Total	**$14.79**
706269	11/28/2023	7324	TRI COUNTY PUMP COMPANY	18327	1240371	Richardson Well #5 Motor Rehabilitation	$24,077.29
						706269 Total	**$24,077.29**
706270	11/28/2023	7355	UNIVERSAL CONSTRUCTION AND ENGINEERING	2316-3	1240257	Construction of ADA Ramps & Sidewalks CIP 23-114	$75,648.50
						706270 Total	**$75,648.50**

CITY OF LOMA LINDA
VOUCHER LIST
11/28/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION		AMOUNT
706271	11/28/2023	4030	US TRONICS	M-12267OC23	1240294	Satellite phone service 3-lines Oct 2023		$209.85
							706271 Total	**$209.85**
706272	11/28/2023	1885	VISTA PAINT CORPORATION	2023-231641-00	1240080	Blue tape & white brush		$10.98
				2023-236077-00		Rags for dist shop & trucks		$159.91
							706272 Total	**$170.89**
706273	11/28/2023	1977	VULCAN MATERIALS	73835102	1240082	Sand & gravel		$1,755.81
							706273 Total	**$1,755.81**
706274	11/28/2023	1917	WILBUR E & JUNE PURVIS	12975	1240090	3 Chains for saws		$85.09
				12932		Chains & sharpening		$134.40
							706274 Total	**$219.49**
706275	11/28/2023	4538	WORK BOOT WAREHOUSE	5-1-1040272	1240096	Work boots for M. Garcia		$188.68
							706275 Total	**$188.68**
706276	11/21/2023	7083	SELF INSURED SERVICES COMPANY	13623/life		Life insurance premium-November 2023		$636.12
							706276 Total	**$636.12**
							Grand Total	**$3,417,017.05**

CITY OF LOMA LINDA
VOUCHER LIST
11/28/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
102496863	11/17/2023	773	PERS	1002496863/64		Retirement Contributions-10/01 through 10/31/2023	$995.35

Total Wires:	$995.35
Total Checks (Total from previous page):	$3,417,017.05
Grand Total =	$3,418,012.40

PAYROLL: 11/22 $361,586.60

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos. 706211 through 706218 and 706220 through 706276 and wire nos. 102496863 for a total disbursement of $3,418,012.40 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 December 12, 2023 and the City Treasurer is to pay except as noted.

Phillip Dupper, Mayor

CITY OF LOMA LINDA
VOUCHER LIST
12/12/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION		AMOUNT
706277	11/28/2023	5640	APPLEONE EMPLOYMENT SERVICES	01-6757655	1240405	CASHIER TEMP 11/13-11/16/2023		$1,540.80
				01-6754380		CASHIER TEMP 11/6-11/9/23		$1,538.87
							706277 Total	**$3,079.67**
706278	11/28/2023	5502	FRONTIER COMMUNICATIONS	9097998064 November		Phone costs 11/10-12/09/2023		$43.52
							706278 Total	**$43.52**
706279	11/28/2023	570	LOMA LINDA FIREFIGHTERS ASSN	LLFA November 2023		LL Firefighters Association dues November 2023		$1,234.00
							706279 Total	**$1,234.00**
706280	11/28/2023	3881	SB CO PROFESSIONAL FIREFIGHTER	SBFF November 2023		SB County Firefighters dues Nov 2023		$3,847.90
							706280 Total	**$3,847.90**
706281	11/28/2023	1245	SO CALIF EDISON	700228347138 October		Electricity costs 10/11-11/08/2023		$1,752.56
							706281 Total	**$1,752.56**
706282	11/28/2023	7393	TEAMSTERS LOCAL 1932	PAEA Teamsters Nov23		PAEA Teamsters dues November 2023		$683.58
							706282 Total	**$683.58**
706283	11/28/2023	7393	TEAMSTERS LOCAL 1932	PW Teamsters Nov 23		PW Teamsters dues Nov 2023		$1,617.82
							706283 Total	**$1,617.82**
706284	11/30/2023	7123	CHARTER COMMUNICATIONS HOLDINGS, LLC	0030597111023	1240178	Cable service for city hall 11/10/23 to 12/9/23		$35.17
							706284 Total	**$35.17**
706285	11/30/2023	5673	CR&R	OCT 2023		Refuse payments collected Oct 2023		$154,979.40
							706285 Total	**$154,979.40**
706286	11/30/2023	5502	FRONTIER COMMUNICATIONS	9097997257 December		Phone costs Corp Yard Fire Alarm 11/19-12/18/2023		$43.52
							706286 Total	**$43.52**

CITY OF LOMA LINDA
VOUCHER LIST
12/12/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION		AMOUNT
706287	11/30/2023	6255	JENNINGS, MATTHEW	2023-24 PropTax	1240496	Prop Taxes for Southhills area-1st Installment		$2,526.49
							706287 Total	**$2,526.49**
706288	11/30/2023	5375	LEVEL 3 COMMUNICATIONS, LLC	664722419	1240197	Bandwidth Services 11/17/23-12/16/23		$4,793.37
							706288 Total	**$4,793.37**
706289	11/30/2023	5844	MCCARTHY BLDG CO, INC.	166126409		duplicate payment #166126409		$80.00
							706289 Total	**$80.00**
706290	11/30/2023	876	SAN BERNARDINO MUNICIPAL WATER	OCT 2023		SB Sewer payments collected Oct 2023		$252,744.89
							706290 Total	**$252,744.89**
706291	11/30/2023	7083	SELF INSURED SERVICES COMPANY	B0BWRZ		Dental Insurance Premium December 2023		$4,450.00
							706291 Total	**$4,450.00**
706292	11/30/2023	4787	SALVADOR M. SORIANO	12012023		Donation for DJ service for Dance 12/1/23		$100.00
							706292 Total	**$100.00**
706293	11/30/2023	3294	US POSTAL SERVICE	REQUEST 11/28/2023		Postage On-Call account #47718562		$1,000.00
							706293 Total	**$1,000.00**
706296	12/5/2023	134	CA FIRE CHIEFS ASSOCIATION	02824	1230429	2022 membership for Fire Chief, and 3 BC's		$1,235.10
							706296 Total	**$1,235.10**
706297	12/5/2023	7123	CHARTER COMMUNICATIONS HOLDINGS, LLC	0020150111823	1240140	Cable srvc for station 251 11/18-12/17/2023		$123.85
							706297 Total	**$123.85**
706298	12/5/2023	7123	CHARTER COMMUNICATIONS HOLDINGS, LLC	0212906111423	1240140	Cable srvc for station 252 11/14-12/13/2023		$92.96
							706298 Total	**$92.96**

CITY OF LOMA LINDA
VOUCHER LIST
12/12/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION		AMOUNT
706299	12/5/2023	5674	NATIONAL CONSTRUCTION RENTALS,	5240841		6 FT TEMP PANELS		$38.88
							706299 Total	**$38.88**
706300	12/5/2023	7287	PAYMENTUS CORPORATION	INV-15-141495	1240341	2023-2024 IVR Payment processing Oct 2023		$1,293.85
							706300 Total	**$1,293.85**
706301	12/5/2023	7047	SHI INTERNATIONAL CORP	B17524714	1240384	PowerEdge R660 TM Servers		$34,627.87
							706301 Total	**$34,627.87**
706302	12/5/2023	5875	SUNGRYONG HONG	993763554		Refund Prepayment-Closed Account		$3.03
							706302 Total	**$3.03**
706303	12/5/2023	1154	VISION SERVICE PLAN - CA	12121787-0001 Dec 23 12121787/0002 Dec 23		Vision Insurance Premium Dec 2023 Vision Base Plan December 2023		$833.06 $112.52
							706303 Total	**$945.58**
706304	12/5/2023	5640	APPLEONE EMPLOYMENT SERVICES	01-6763658	1240405	CASHIER TEMP 11/20-11/22/2023		$1,155.60
							706304 Total	**$1,155.60**
706305	12/5/2023	4197	C.A.P.F.	December 2023		Long Term Disability December 2023		$826.00
							706305 Total	**$826.00**
706306	12/7/2023	7047	SHI INTERNATIONAL CORP	B17609334	1240439	SD cards for council chambers part of CIP 23-856		$646.50
							706306 Total	**$646.50**
706307	12/7/2023	7047	SHI INTERNATIONAL CORP	B17596784	1240424	5 new computers for various depts Monitors		$1,422.73
							706307 Total	**$1,422.73**
706308	12/7/2023	2218	SONIA FABELA	Adopt-a-Family2023		Reimbursement for Adopt-A-Family purchase		$210.58
							706308 Total	**$210.58**
706309	12/12/2023	5758	ALETHEA, INC.	LL112024	1240185	Onsite or remote desk support Specialist November		$15,455.00
							706309 Total	**$15,455.00**

CITY OF LOMA LINDA
VOUCHER LIST
12/12/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION		AMOUNT
706310	12/12/2023	7416	APPERSON, INC.	INV114324	1240494	HR scantrons for employment recruitment		$75.21
							706310 Total	**$75.21**
706311	12/12/2023	3833	ATKINSON, ANDELSON, LOYA, RUUD, & ROMO	697117	1240028	HR Legal fees for October 2023		$11,431.88
							706311 Total	**$11,431.88**
706312	12/12/2023	7159	BOUND TREE MEDICAL LLC	85056286	1240275	EMS Medication		$135.98
							706312 Total	**$135.98**
706313	12/12/2023	161	CA TOOL & WELDING SUPPLY	831056	1240036	Oxy/acety tank refill grinding disc assc		$136.10
				831197	1240444	Millermatic 142 Mig Welder (replace stolen unit)		$1,506.19
							706313 Total	**$1,642.29**
706314	12/12/2023	5390	CALIFORNIA HIGHWAY ADOPTION CO	1123143	1240169	Maint southside I-10 Fwy ramps @ Mt View Ave Nov		$350.00
				1123144		Maint of southside I10 Fwy ramps@ Mt View Ave Nov		$750.00
							706314 Total	**$1,100.00**
706315	12/12/2023	2309	CONSOLIDATED ELECTRIC DIST-SB	6903-1047795	1240071	Street light photo cells		$99.94
				6903-1047794		Civic Center parking lot lights		$347.72
							706315 Total	**$447.66**
706316	12/12/2023	1279	DAILY JOURNAL CORPORATION	B3754314	1240085	Legal advertisement: Notice of 2024 Elections		$248.40
							706316 Total	**$248.40**
706317	12/12/2023	7366	DENNIS GRUBB & ASSOCIATES	002-30117	1240287	Fire Prevention Plan Ck Srvs Nov 2023		$1,685.00
							706317 Total	**$1,685.00**
706318	12/12/2023	336	FEDEX	8-328-30030	1240006	Courier service returned tool for refurbishment		$147.07
							706318 Total	**$147.07**
706319	12/12/2023	5256	FLYERS ENERGY, LLC	23-968582	1240008	FIRE Dept Fuel delivery 11/15/2023		$2,734.33
				23-973683		Diesel delivery for PW 11/22/23		$1,129.79
				23-973682		Fuel delivery for PW 11/22/23		$2,423.74

CITY OF LOMA LINDA
VOUCHER LIST
12/12/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION		AMOUNT
				23-977325		FIRE Dept fuel delivery 11/29/2023		$1,898.41
							706319 Total	**$8,186.27**
706320	12/12/2023	7325	GCI CONSTRUCTION, INC	1193	1230899	Pressure Regulating Valve Replacement @ Mtn View		$157,795.00
							706320 Total	**$157,795.00**
706321	12/12/2023	7286	GENUINE PARTS COMPANY	6627-135682	1240010	P/W Generator		$163.61
				6627-136377		Battery & deposit fee		$82.65
				6627-136556		Screw for trailer		$15.18
				6627-136557		ST466 Service oil filter		$44.82
				6627-136588		Radiator caps		$8.25
							706321 Total	**$314.51**
706322	12/12/2023	389	GRAINGER, INC.	9904733889	1240011	Filter replacement for mask		$27.50
				9907081773		Sand bags		$234.69
				9907081765		Plastic rain boots		$31.76
				9906281572		Rain gear		$38.43
							706322 Total	**$332.38**
706323	12/12/2023	402	HACH COMPANY	13822840	1240142	Sewer Flow Meter Monitoring Srv Contract		$1,170.00
							706323 Total	**$1,170.00**
706324	12/12/2023	5458	HIRSCH PIPE & SUPPLY	9243084	1240000	PVC40 Adaptor & regulator		$710.21
							706324 Total	**$710.21**
706325	12/12/2023	435	HOME DEPOT CREDIT SERVICES	0014139	1240001	10 gal of graffiti paint & rollers		$156.75
				8531865		Lights, ribbons, & ornaments for Tree lighting		$266.24
							706325 Total	**$422.99**
706326	12/12/2023	3400	INFOSEND, INC.	249957	1240290	FY 2023-2024 Utility bill printing & mailing Oct23		$1,758.33
							706326 Total	**$1,758.33**
706327	12/12/2023	1728	INLAND LIGHTING SUPPLIES, INC.	281824A	1240479	Exterior soffit light & bulbs for Sr Ctr/City Hall		$114.19
							706327 Total	**$114.19**

CITY OF LOMA LINDA
VOUCHER LIST
12/12/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
706328	12/12/2023	7418	INLANDCON CORP	000025-0001		Refund hydrant meter deposit 03/22/23 #000025-0001	$600.00
						706328 Total	**$600.00**
706329	12/12/2023	4896	INTERFACE SECURITY SYSTEMS, LLC	20593450	1240320	Alarm monitoring Sr Center & Heritage Park Nov	$421.98
						706329 Total	**$421.98**
706330	12/12/2023	6071	KELLERMEYER BERGENSONS SERVICE	INV90002406811	1240167	Community Room Cleaning for Oct 2023	$1,305.00
						706330 Total	**$1,305.00**
706331	12/12/2023	7421	KOBY NITSUA HERAMIL	16606		UB 266208001 25778 CHULA VISTA	$40.07
						706331 Total	**$40.07**
706332	12/12/2023	7417	LIEBERT CASSIDY WHITMORE	253921	1240499	Payroll assessment	$1,653.00
						706332 Total	**$1,653.00**
706333	12/12/2023	2045	LOMA LINDA HEATING & AIR CONDITIONING, INC.	11283803	1240213	HVAC Maint for Heritage Park 11/21/23	$77.18
				11160260		HVAC Maint for Heritage Park Qtr 2	$154.35
				10951492	1240218	HVAC Maint at 11097 Mesquite Qtr 2	$76.03
				10951748		HVAC Maint at 26057 Lawrence Qtr 2	$76.03
				10951876		HVAC Maint at 11673 Bryn Mawr Qtr 2	$76.03
						706333 Total	**$459.62**
706334	12/12/2023	1733	LOWE'S COMPANIES, INC.	78354	1240038	Batteries and garage remote	$141.97
				75228		Electrical extension cord adaptor	$5.06
				77817		Bags of concrete	$220.01
				79107		Trash cans	$84.67
				97033		Staples, marker, staple gun	$69.67
				25460 11/29/23		Electrical outdoor outlet repair	$110.96
				25763 12-2-23		tape measure, cleaning supplies, rope, drano	$88.46
				74661 12-1-23		3M Command strips, door stop	$13.39
						706334 Total	**$734.19**

CITY OF LOMA LINDA
VOUCHER LIST
12/12/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION		AMOUNT
706335	12/12/2023	662	MULTI W SYSTEMS, INC.	32331276	1240298	Repair sewer lift station pump		$6,556.50
							706335 Total	**$6,556.50**
706336	12/12/2023	7193	O'REILLY AUTO ENTERPRISES, LLC	6160-178844	1240049	Floor degreaser		$21.54
				6160-177062		Oil filter, clamp, & motor oil		$53.81
				6160-179748		Mini bulb		$3.76
				6160-180491		MK Saw Belts		$34.44
				6160-180650		Rear brake pads		$45.76
				6160-180562		Oil filter		$46.59
							706336 Total	**$205.90**
706337	12/12/2023	7176	ODP BUSINESS SOLUTIONS, LLC	340519843001	1240048	Returned clipboards, Credit Memo		-$7.53
				340525043001		Returned Daily planner, Credit Memo		-$49.99
				339496687001	1240477	Corp Yard Office Supplies		$481.76
							706337 Total	**$424.24**
706338	12/12/2023	7282	ORKIN SERVICES OF CALIFORNIA, INC.	250684092	1240204	Pest control Svc STA 252 srvc date 11/16/23		$125.99
				250685335		Pest control Svc STA 251 svc date 11/16/2023		$149.00
				256974979	1240497	Seal up 4 holes 2 week rodent traps at STA252		$525.00
							706338 Total	**$799.99**
706339	12/12/2023	7184	PAUL MCLAUGHLIN	137	1240476	Install new lighting for Corp Yard Fuel Station		$2,950.00
				134	1240428	EOC Rooftop Antenna electrical repair		$1,685.00
							706339 Total	**$4,635.00**
706340	12/12/2023	1592	PHOENIX GROUP INFORMATION SYST	102023903	1240330	Parking Permit Management 10/2023		$1,646.14
				102023143	1240329	Delinquent parking ticket recovery progm 10/2023		$1,611.21
				1020231143	1240331	Code & Animal Admin Citation collection 10/2023		$183.62
							706340 Total	**$3,440.97**
706341	12/12/2023	5772	QUINN COMPANY	PCA00394449	1240054	Oil filter		$16.13
							706341 Total	**$16.13**

CITY OF LOMA LINDA
VOUCHER LIST
12/12/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION		AMOUNT
706342	12/12/2023	5772	QUINN COMPANY	PCI00035692	1240054	P/W Generator oil filter		$20.92
				PCA00394448		CAT Keys		$82.22
							706342 Total	**$103.14**
706343	12/12/2023	7127	SCA OF CA, LLC	157548PS	1240501	Street Sweeping Srvs FY 2023-24 Nov		$6,094.08
							706343 Total	**$6,094.08**
706344	12/12/2023	3698	SCOTT ZEHM	11-14-2023	1240168	City Hall Fountain Maintenance Svc for Nov 2023		$145.00
							706344 Total	**$145.00**
706345	12/12/2023	7047	SHI INTERNATIONAL CORP	B17681547	1240424	5 new computers for various depts		$3,917.09
							706345 Total	**$3,917.09**
706346	12/12/2023	451	SITEONE LANDSCAPE SUPPLY, LLC	136504817-001	1240063	PVC, Coupling valve key, & swivel hose		$152.76
				136732240-001		Park inventory 7 squirrel bait for vari. locations		$433.02
				136756345-001		Squirrel bait for various parks		$380.32
				136857251-001		Gopher bait inventory		$37.92
				136732028-001		Weed barrier		$156.77
							706346 Total	**$1,160.79**
706347	12/12/2023	1356	STAPLES BUSINESS ADVANTAGE	3551927675	1240064	Calendars, note pads, fasteners		$151.66
				3552365452		2024 Calendar		$24.23
				3552365454		Mesh holder, tissues, fan, mouse pads		$75.17
							706347 Total	**$251.06**
706348	12/12/2023	5561	STATEWIDE TRAFFIC SAFETY & SIGNS	13011665	1240065	Street name signs bracket		$13.26
							706348 Total	**$13.26**
706349	12/12/2023	1989	SWRCB FEES	SW-0273408	1240489	7/1/23-6/30/24 SWRCB ANN PERM/FAC #836M1000274		$10,602.00
							706349 Total	**$10,602.00**
706350	12/12/2023	237	THE COUNSELING TEAM, INC.	89115	1240310	Behavioral health wellness srvs Nov 2023		$600.00
							706350 Total	**$600.00**

CITY OF LOMA LINDA
VOUCHER LIST
12/12/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION		AMOUNT
706351	12/12/2023	7199	THE LLOYD PEST CONTROL CO, INC.	8267637	1240253	Gopher control svcs for Bailey Pk 11/16/23		$200.00
				8272602		Gopher control svcs for BB Fields 11/2023		$300.00
				8272734		Gopher control svcs for Elmer Digneo 11/2023		$200.00
				8267178		Gopher control svcs for Hulda Crooks 11/2023		$300.00
				8266571		Gopher control svcs for Bryn Mawr 11/2023		$200.00
				8273093	1240254	Gopher control services for Civic Center 11/2023		$300.00
							706351 Total	**$1,500.00**
706352	12/12/2023	5516	TRI-STATE MATERIALS, INC.	109394	1240077	DG for Wellesley Proj		$314.33
							706352 Total	**$314.33**
706353	12/12/2023	5019	TUCKFIELD & ASSOCIATES	714	1240175	Prepare a Water & Sanitary Sewer Rate Study		$5,600.00
							706353 Total	**$5,600.00**
706354	12/12/2023	1854	UNDERGROUND SERVICE ALERT OF	1120230145	1240149	Dig Alert Tickets for Nov 2023		$169.25
				23-241709	1240150	Dig Alert State Regulatory Fee Nov		$38.63
							706354 Total	**$207.88**
706355	12/12/2023	1414	UNION PACIFIC RAILROAD COMPANY	329546273	1240488	Annual Lease for berm and sound barrier wall		$2,600.00
							706355 Total	**$2,600.00**
706356	12/12/2023	7355	UNIVERSAL CONSTRUCTION AND ENGINEERING	2316-3R	1240257	ADA Ramps/Sidewalks CIP 23-114 Release 12/21/23		$18,234.50
							706356 Total	**$18,234.50**
706357	12/12/2023	7415	UPDOG INC	9528	1240493	Replacement signage for hall and IS main door		$210.49
							706357 Total	**$210.49**
706358	12/12/2023	1885	VISTA PAINT CORPORATION	2023-249206-00	1240080	Paint brush		$13.57
							706358 Total	**$13.57**
706359	12/12/2023	1977	VULCAN MATERIALS	73850772	1240082	Agg & asphalt		$192.49
							706359 Total	**$192.49**

CITY OF LOMA LINDA
VOUCHER LIST
12/12/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION		AMOUNT
706360	12/12/2023	1917	WILBUR E & JUNE PURVIS	13006	1240090	2 Jugs of bar oil		$45.79
				12990		Labor for sharpening chains		$120.00
							706360 Total	**$165.79**
706361	12/12/2023	5989	WILLIAM BAKER	EMTCertReimbWBaker	1240492	CA Paramedic & ICEMA licenses reimb W Baker		$320.00
							706361 Total	**$320.00**
706362	12/12/2023	4353	WITTMAN ENTERPRISES, LLC	2310069	1240308	Medical billing services Oct 2023		$1,544.39
							706362 Total	**$1,544.39**
706363	12/12/2023	7420	ZOU, XUFAN	16605		UB 253175100 25506 LOMAS VERDES		$63.76
							706363 Total	**$63.76**
							Grand Total	**$753,953.00**

CITY OF LOMA LINDA
VOUCHER LIST
12/12/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
511388	11/15/2023	454	Missionsquare	2023111500511388		457 Plan Contributions-10/22 through 11/4/2023	$28,125.63
102491600	11/9/2023	771	PERS	1002491600/01/02/03		Retirement Contributions-10/08 through 10/21/2023	$74,529.23
102487216	11/9/2023	773	PERS	1002487216		Health Insurance Premium-November 2023	$71,540.82
						Total Wires:	$174,195.68
						Total Checks (Total from previous page):	$753,953.00
						Grand Total =	$928,148.68

PAYROLL: 12/07/2023 $370,517.87

CLAIMS VOUCHER APPROVAL

I have reviewed the above listing of payments on check nos. 706277 through 706293 and 706296 through 706363 and wire nos. 511388, 102491600 and 102487216 for a total disbursement of $928,148.68 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 December 12, 2023 and the City Treasurer is to pay except as noted.

Phillip Dupper, Mayor

City of Loma Linda

Regular City Council Staff Report

Prepared By:

Approval of Minutes 11-15-2023

Meeting	Agenda Group	
Tuesday, December 12, 2023, 7:00 PM	Consent Calendar	Item: 3B

Approval of Minutes for Regular City Council held on November 15, 2023

Attachments

Regular City Council-11-15-2023-minutesDraft.pdf

****The Following Document is a draft of the minutes and not the official approved minutes****

Minutes for the Regular City Council

25541 Barton Road, Loma Linda, CA, 92354

November 14, 2023, 7:06 PM - November 14, 2023, 8:43 PM

Roll Call: (The following members were in attendance)

Phillip Dupper, Mayor
Ronald Dailey, Mayor pro tempore
Bhavin Jindal, Councilmember
John Lenart, Councilmember
Rhodes Rigsby, Councilmember

1. Call to Order

1A. Call to Order- 7:06 PM

1B. Roll Call- 7:07 PM

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
- **Lt. Kaysie Smith**, SB County Sheriff's Department
- **Kyle MacGavin**, Information Systems Analyst III

1C. Closed Session/Workshop- 7:07 PM

None.

1D. Invocation and Pledge of Allegiance - Councilman Rhodes Rigsby- 7:07 PM

Mayor pro tempore Ronald Dailey led the Invocation and Pledge of Allegiance for Councilman Rigsby.

1E. Items to be Added or Deleted- 7:08 PM

No items were added or deleted.

1F. Oral Reports/Public Participation - Non-Agenda Items- 7:08 PM

[Councilman Rigsby arrived 7:09pm]

Andrea Leishman stated that, in the past year, her neighbor's four large dogs bark constantly day and night. Her neighbor did nothing after speaking with her. She submitted a complaint to the Code Enforcement Department in February of 2023. She noted that the Code Enforcement (CE) Officer was

rude to her and, instead, assisted her neighbor on how to circumvent the City's Code; that the CE Officer would not return her calls; that she contacted the SB County Sheriff's Department but nothing was accomplished; and that she spoke with the CE Officer's supervisor, Tom Ingalls, who was very responsive and is taking steps to address this matter. She noted that City ordinances were put in place to protect the community. She said she does not feel safe or protected in her home.

Tushar Oza has lived in the City for 2 years and is inquiring why the City is not promoting or utilizing its designation as being a Blue Zone City, which is one of five cities. He noted the City's website does not acknowledge the designation. He expressed disappointment that the City is not doing much to promote the Blue Zone. He would like to place this item on the agenda for further discussion. He would like to be more involved in the discussions.

Brianna Egan, a medical student, shared a policy brief she prepared on bicycle safety, discussing that bicycle crashes and injuries are significant but are preventable; and that there is a need for safer biking infrastructure. She requested that the City consider developing an Active Transport Action Plan.

Dick Wiley thanked and wanted to honor all Veterans who have served our county. He expressed his gratitude for their service. He suggested the City proclaim a First Responders Day and celebrate annually.

Joe Frink stated that he has a vested interest in the Adobe house on Mission Road and expressed concern about the difficulty obtaining funding information allocated for the maintenance of the property. He requested that there be more transparency from the City. He pointed out that Councilman Jindal provided budget information to him. He had several questions as to when the property would be turned over to TCC and if the HomeOwners Association of that development could donate a small amount of their fees for maintenance of the property. Mayor Dupper suggested that he submit a list of questions to the City Attorney for response.

Mayor Dupper reminded the public that per the Brown Act, the City Council cannot speak or take action on non-agenda items. He said that the public can follow up with City staff.

1G. Conflict of Interest Disclosure- 7:31 PM

There were no foreseen conflicts of interest.

2. Scheduled and Related Items

2A. Discussion of Activities and Programs of the Senior Center [City Manager]- 7:31 PM

City Manager Thaipejr presented the report into evidence, stating that, since the reopening, several of the programs/activities before the pandemic have returned; and that staff is working to expand on the programs/activities. He discussed the Senior Center budget, noting that it is mainly for maintenance and operations and does not have enough funds for personnel.

Carol Oza stated she is a new resident of the City and is retired. She expressed disappointment with the lack of programs at the Senior Center. She is currently going to the Senior Center in Redlands, which has more activities and provides hot lunches. She feels the services at the Loma Linda Senior

Center are lacking. She is willing to assist in expanding the programs and activities to make the Center more appealing.

Karen W., Co-President of the Loma Linda Art Association, thanked and appreciated the City's support in assisting the Art Association's return to the Senior Center for classes and monthly meetings. She noted that she is a former public health nurse and is willing to reach out to the Public Health Department to partner with the Senior Center.

Joan, Co-President of the Loma Linda Art Association, discussed further the monthly meetings where they have award-winning artists demonstrate their particular media. She noted that their meetings are on the 1st Sunday of every month and invited all to attend. She thanked the City for allowing their artists to display their art in City Hall and at the Senior Center. In speaking of the Blue Zone, she spoke of a member, Helen Dalgleish, who turned 100 years old and still attends all meetings. She pointed out that art is great for people and stimulates your mind.

Councilman Jindal presented Ms. Dalgleish with a Proclamation from the City. He viewed her artwork and suggested showcasing her work.

Mayor Dupper commented that the researcher who established the Blue Zone researched government public records; however, for Loma Linda, the researcher obtained records directly from the Adventist Church and not from the government side as with the other Blue Zone cities. He noted that the City does have a history of longevity among Loma Linda residents, and he said it is something to consider to capitalize. He went on to say that the City has a Budget Committee that meets every year to review the City's budget and is made up of professionals in their field. He noted that the City's budget is very tight and has to be mindful of how money is allocated, which are difficult decisions. He noted that Senior Centers in neighboring cities are operated with significant budgets and with designated staff to manage the centers.

Councilman Dailey stated that his wife is a retired Pediatrician. She has gotten involved with online color painting. He will inform her of the upcoming Art Association meeting.

Councilman Jindal stated that even though the Senior Center may not have a big budget, he noted other ways to promote and improve the programs at the Senior Center that would include advertising on social media, now that the City will launch the City's social media sites; working with local non-profits organizations; obtaining more volunteer help; and looking into charging the groups using the senior center. In regards to the Blue Zone, he spoke with the Community Development Director Lorena Matarrita and she is working on good ideas to promote the Blue Zone that will be coming. He noted that there will be improvements but it may not happen overnight.

Touchar Oza stated that he supports the City in forming a senior advisory committee to help develop, promote, and advertise programs for the Senior Center.

Discussion ensued. City Manager Thaipejr stated that since the Senior Center just opened, he asked the Council if they can allow additional time for the City to work to expand on program. It was the consensus of the Council to allow City staff additional time to expand on the senior programs.

3. Consent Calendar

Mayor pro-tempore Dailey asked for clarification on 3G, 3H, 3I, and 3M. City Manager Thaipejr explained the operations of telemetry for item 3G, explained the need for the sewer lift station for 3I and that the City will use the TDA Grant funds to install the slabs at the bus stops for 3M. Kyle MacGavin, Information Systems Analyst III, explained the request for internet service item 3H.

Motion by Ronald Dailey, seconded by John Lenart, and passing by a vote of 5-0-0-0 To Approve *the Consent Calendar as submitted.*

3A. Demands Registers - October 24 and November 14, 2023 [Finance]- 8:10 PM

Approved the Demands Registers dated:

- October 24, 2023, with a commercial demand totaling $2,521,136,79 and a payroll demand dated October 12, 2023, totaling 420,175.31; and
- November 14, 2023, with a commercial demand totaling $1,372,342.85, and two payroll demands dated October 26, 2023, totaling $387,445.08, and November 9, 2023, totaling $357,734.22.

3B. Approval of Minutes 10-11-2023- 8:10 PM

Approved the minutes of October 11, 2023, as submitted.

3C. Treasurer's Report - October 2023 [Finance]- 8:10 PM

Accepted for filing the Treasurer's Report for October 2023.

3D. Fire Department's Activity Report - October 2023 [Fire]- 8:10 PM

Accepted for filing the Fire Department's Activity Report for October 2023.

3E. Award Bid to Purchase One F350 Dump Truck [Public Works]- 8:10 PM

Awarded the bid to Fairview Ford of San Bernardino to purchase one (1) Ford F350 vehicle for a total of $76,510.85.

3F. Award Bid to Purchase One F350 Lift Gate Truck [Public Works]- 8:10 PM

Awarded the bid to Fairview Ford of San Bernardino to purchase one (1) Ford F350 vehicle with a lift gate and stake bed for a total of $64,652.69.

3G. Award Contract for Replacement Telemetry Panel at Richardson Well #3 [Public Works]- 8:10 PM

Awarded a contract to Cricket Consulting of Anaheim for telemetry panel replacement totaling $12,800.00 and authorized a contingency allocation of $1,300.00.

3H. Award Contract to Charter Communications Operating LLC for the 10 Gigabyte Bandwidth Circuit [Information System]- 8:10 PM

Awarded a contract to Charter Communications Operating, LLC, to install a 10-gigabyte bandwidth circuit at $3,500.00 per month from the Contractual Services 51830 account allocated among City Department budgets.

3I. Authorize Purchase of Sewer Lift Station Package to be installed at the end of Juanita St. [Public Works]- 8:10 PM

Authorized the purchase of a sewer lift station package by Multi W Systems, Inc. of El Monte, to be installed at the end of Juanita Street for an amount of $166,002.48 and approved contingency of $16,600.00.

3J. Supplemental Appropriate and Extend Contract Agreement for Record Management Services [Administration]- 8:10 PM

Approved a supplemental appropriation of $10,000 from the General Fund fund balance into Professional Services account no. 0011940-51820 to complete the implementation phase of the contract, and approved the extension of the contract agreement with the new service provider, Vital Records Control, for software implementation and annual licensing and maintenance support services of the Laserfische records management software.

3K. Supplemental Appropriation for Professional Services Contract for the Council District Implementation [Administration]- 8:10 PM

Approved the Supplemental Appropriation of $42,800.00 from the General Fund fund balance into Professional Services account 0011940-51820 for the Professional Service Contract with National Demographics Corporation (NDC) for the By-District plan development and implementation for electing City Officials.

3L. Agreement with Willdan Engineering for Building and Engineering Plan Check Services [Community Development]- 8:10 PM

Authorized the agreement with Willdan Engineering for Building and Engineering plan check services on an as-needed basis. The initial agreement will last two years and may be extended for three (3), two-year periods with consent from both parties.

3M. Council Bill #R-2023-38 - Adopt a Resolution Accepting Revenue and Approving the Appropriation for TDA Article 3 Grant [Public Works]- 8:10 PM

Adopted Council Bill #R-2023-38 a Resolution accepting the revenue of $50,122.00 and Approved the appropriation of the $50,122.00 into account no. 1375360-58500 for TDA Article 3 Grant for installing 11 bus stop shelters at various locations in the City.

RESOLUTION NO. 3202

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, AUTHORIZING SUBMITTAL OF A CLAIM TO SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY FOR TRANSPORTATION DEVELOPMENT ACT, ARTICLE 3, FUNDS FOR ACCESSIBILITY IMPROVEMENTS AT VARIOUS BUS STOPS CITYWIDE PROJECT.

3N. Authorization to apply for 2024 Urban Areas Security Initiative (UASI) grant [Fire]- 8:10 PM

Authorized the Fire Department to apply for the 2024 Urban Areas Security Initiative (USAI) grant; appropriated the revenue received from USAI and authorized the City Manager to execute the related grant documents and to accept additional grant funding should it become available.

3O. Accept Street Right-of-Way Easement at the west side of California Street and north of Mission Road [Public Works] - 8:10 PM

Accepted the easement offered by Richard and Terri Kunihira Living Trust for street and utility purposes on California Street and authorized the City Manager to sign the Certificate of Acceptance document for recordation.

3P. Surplus Items for Disposal [Public Works]- 8:10 PM

Declared the attached list of vehicles, equipment, and miscellaneous items surplus and authorized the items to be appropriately disposed of and auctioned off.

3Q. Notice of Completion - Anderson Way Storm Drain Modification [Public Works]- 8:10 PM

Accepted as completed and authorized recordation of Notice of Completion for the Anderson Way storm drain modification with a final project total of $10,000.00; TK Construction, Contractor.

3R. Supplemental Appropriation and Notice of Completion for the ADA Ramps and Sidewalks at Various Locations (CIP 23-114) [Public Works]- 8:10 PM

Approved a Supplemental Appropriation in the amount of $27,800 from CDBG Grant and $47,000 from Measure I fund balance; Accepted project as completed and authorized recordation of Notice of Completion for the ADA ramps and sidewalks at various locations with a final project total of $364,690.00; Universal Construction and Engineering, Contractor.

4. Old Business

4A. Adopt Council Bill #O-2023-02 of a Comprehensive Code Update to Title 17, Zoning (Second Reading and Roll Call Vote) [Administration]- 8:19 PM

Amending Title 17 (Zoning) of the Loma Linda Municipal Code by standardizing administrative processes, expanding permitted land uses, modifying fence regulations, and correcting certain inconsistencies and outdated language throughout the Development Code.

Community Development Director Matarrita stated there were no changes to the report since the first hearing on October 10, 2023.

Motion by Ronald Dailey, seconded by Rhodes Rigsby, and passing by a vote of 5-0-0-0 to Adopt the Council Bill, Waiving the reading in its entirety, and Reading by Title only
ORDINANCE 778 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, APPROVING DEVELOPMENT CODE AMENDMENT NO. P23-139, WHICH AMENDS TITLE 17 (ZONING) OF THE LOMA LINDA MUNICIPAL CODE BY STANDARDIZING ADMINISTRATIVE PROCESSES, EXPANDING PERMITTED LAND USES, MODIFYING FENCE REGULATIONS, AND CORRECTING CERTAIN INCONSISTENCIES AND OUTDATED LANGUAGE THROUGHOUT THE DEVELOPMENT CODE (Council Bill #O-2023-02)

5. New Business

5A. Historic Commission Member Appointment and Notice of Expired Members Terms [Administration]- 8:21 PM

City Manager Thaipejr explained that the Historic Commission had one vacant seat; that the City received an application from Scott Hepburn; that the application was reviewed by City Staff; and that Staff is recommending appointing Mr. Hepburn to the Historic Commission. He went on to say that there are three member seats whose terms have expired; that notices of the vacancies were posted and published in the paper; and that, if sufficient applications are received, the appointments will be scheduled for the December City Council meeting.

Councilman Jindal asked if some of the Committees and Commissions can be consolidated. City Manager Thaipejr stated that he appreciates all the boards, committees, and commission members;

however, he noted that each group has its own unique tasks. He said it would be challenging to staff additional committees.

Motion by John Lenart, seconded by Bhavin Jindal, and passing by a vote of 5-0-0-0 to Appoint *Scott Hepburn to the Historic Commission.*

6. Reports

6A. Reports of Council Members - 8:29 PM

Mayor Dupper commended the Loma Linda Fire Department for their Leadership Academy at Mission Elementary School. They have been mentoring students and is an amazing program.

Councilman Jindal discussed electrical vehicle charging stations. City Manager Thaipejr stated that the City is working on the project, but it is at the beginning stages.

6B. Reports Of Officers - 8:29 PM

City Manager Thaipejr was pleased to announce that the City qualified for the GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting. He stated that the City has received this award 19 years in a row. He commended the Finance Director, Sonia Fabela, and the finance team for their hard work and efforts to achieve this accomplishment.

Finance Director Fabela thanked her entire Finance Team, especially Anna Briones, Sr. Accountant/Financial Analyst, and Kaveeta Prasad, Accounting Specialist I, who both put a lot of work and effort into compiling information for the report. She thanked the departments who assisted in providing the required information. She noted that the City has a good team.

City Manager Thaipejr stated that the City held an art competition with the students of Loma Linda Academy. The Parks Recreation and Beautification Committee, Planning Department Staff, the artist who put the artwork, and himself. He noted that the artwork that was selected was put on wraps and placed on intersection controllers at s/e corner of Barton Rd. and Campus St. and s/e corner of Redlands Blvd. and Anderson St. He went on to present donkey artwork that he proposed to be placed on the southwest corner of Barton Rd. and Campus St., Barton Rd. and Newport Ave.

7. Adjournment

7A. Meeting adjourned to the meeting of December 12, 2023. - 8:43 PM

The City Council meeting adjourned at 8:43pm.

City of Loma Linda

Regular City Council Staff Report

Prepared By: Lynette Arreola

Treasurer's Report - November 2023 [Finance]

Meeting	Agenda Group
Tuesday, December 12, 2023, 7:00 PM	Consent Calendar Item: 3C

To	From
City Council	Sonia Fabela, Finance Director

Accepted for filing by City Council

Date: _____

RECOMMENDATION:

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

Attachments

Nov 23 TREAS REPORT.pdf

CITY OF LOMA LINDA

COMPOSITION OF CASH

November 2023

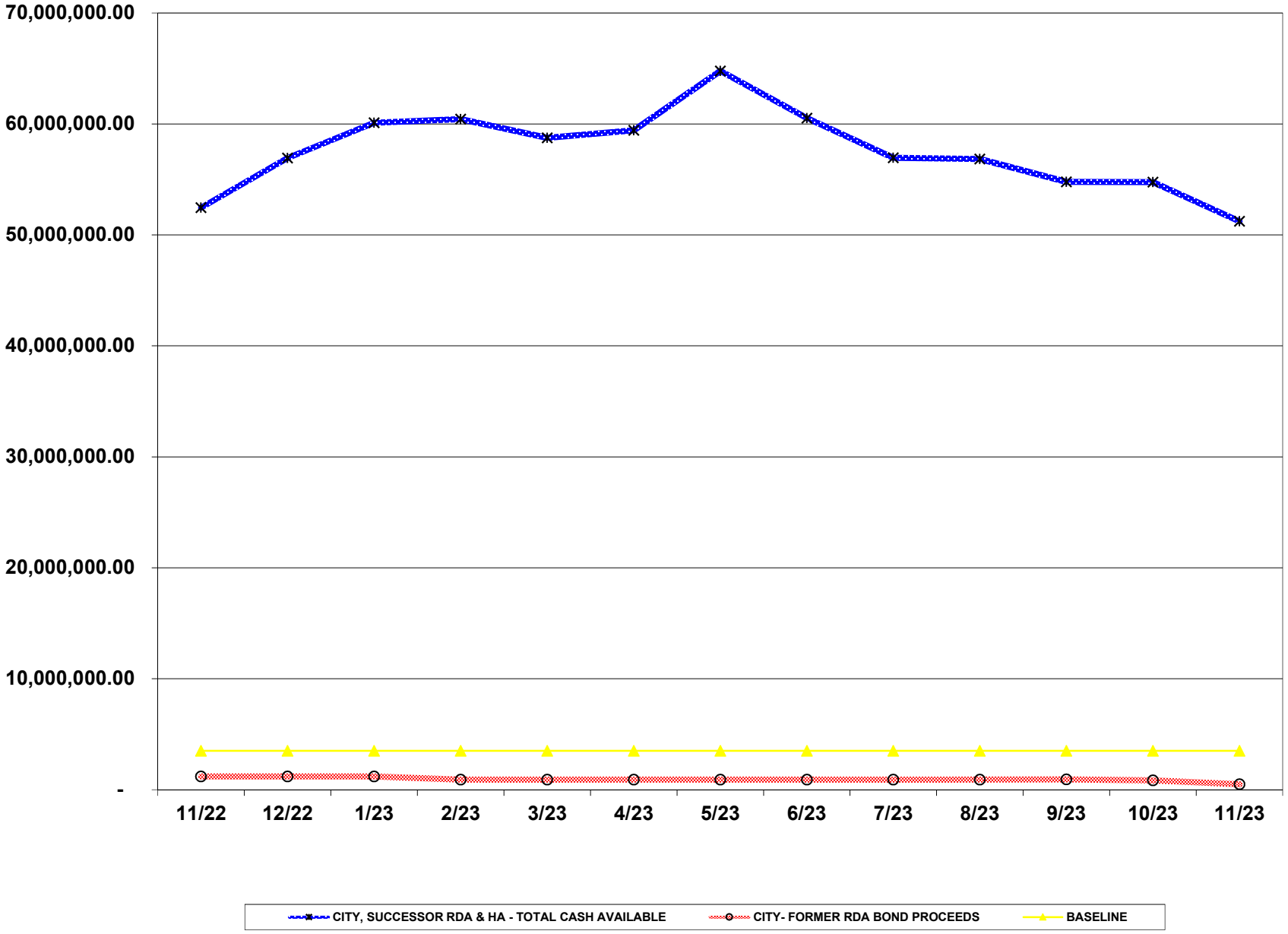
DEMAND DEPOSIT ACCOUNTS					
CITY - BANK OF AMERICA - MAIN CHECKING ACCOUNT					$ 5,293,731.04
Outstanding Checks as of month-end					(3,689,889.72)
CITY - MAIN CHECKING ACCOUNT AVAILABLE BALANCE					**$ 1,603,841.32**
BANK OF AMERICA - PAYROLL					**$ 13,473.41**
HOUSING AUTHORITY - BANK OF AMERICA - CHECKING ACCOUNT					227,052.77
Outstanding Checks as of month-end					(35,635.88)
HOUSING AUTHORITY - CHECKING ACCOUNT AVAILABLE BALANCE					**$ 191,416.89**
SUCCESSOR AGENCY - BANK OF AMERICA - CHECKING ACCOUNT					8,593.79
Outstanding Checks as of month-end					-
SUCCESSOR AGENCY - CHECKING ACCOUNT AVAILABLE BALANCE					**$ 8,593.79**
DEMAND DEPOSIT ACCOUNTS - TOTAL					**$ 1,817,325.41**
INVESTMENTS	**YIELD**				
LOCAL AGENCY INVESTMENT FUND (LAIF)					
CITY	3.670% *	$ 47,398,079.67			
CITY - Former RDA Bond Proceeds	3.670% *	478,979.54			
CITY -Total			47,877,059.21		
SUCCESSOR RDA	3.670% *		186,483.25		
HOUSING AUTHORITY	3.670% *		1,350,278.27		
INVESTMENTS TOTALS					**$ 49,413,820.73**
OTHER CASH					
IMPREST ACCOUNT			$ 500.00		
CASH ON HAND			1,350.00		
OTHER CASH TOTAL					**$ 1,850.00**
CASH AND INVESTMENTS - GRAND TOTAL					**51,232,996.14**
PREVIOUS MONTH					54,769,790.96
CHANGE +/(-)					$ (3,536,794.82)

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

* LAIF Yield interest rate shown is for October 2023 as the November 2023 Rate has not been released as of 12/7/2023

CITY OF LOMA LINDA
MONTHLY TREASURER'S REPORT 11/22-11/23



City of Loma Linda

Regular City Council Staff Report

Prepared By: Lynette Arreola

Fire Department's Activity Report - November 2023 [Fire]

Meeting	Agenda Group
Tuesday, December 12, 2023, 7:00 PM	Consent Calendar Item: 3D

To	From
City Council	Nataly Alvizar, Executive Aide

Via
Dan Harker, Fire Chief

Accepted for filing by City Council

Date: _____

RECOMMENDATION:

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

Attachments

November 2023 Fire Department Activity Report.pdf

SUBJECT: November 2023 Fire Department Activity Report

Operations Division:

The Fire Department's Operations Division responded to 462 incidents in November 2023. Of the 462 incidents, 32 calls were given in Mutual/Automatic Aid. The alarm types are broken down as follows:

Fire & Rescue	Month		YTD	
Medical Aid (MA)	322	69.7%	3158	67.5%
Traffic Collision (TC)	9	1.9%	136	2.9%
MA + TC	***331***	**71.6%**	***3294***	***70.4%***
Hazardous Conditions	*4*	2.40%	23	0.70%
Hazardous Material	1	0.40%	13	0.40%
Public Assistance	26	6.90%	191	5.50%
Rescue	3	0.90%	22	0.60%
Structure Fire	3	2.10%	36	1.00%
Cooking	1	0.00%	2	0.10%
Vegetation Fire	3	0.40%	24	0.70%
Vehicle Fire	1	0.00%	4	0.10%
Refuse Fire	5	1.10%	48	1.40%
All Fires	**13**	**3.60%**	***114***	***3.30%***
Good Intent/Dispatched & Cancelled Enroute	35	7.6%	485	10.4%
Fire Alarm Activation*	17	3.7%	158	3.4%

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

City of Loma Linda

Regular City Council Staff Report

Prepared By: Lynette Arreola

Authorization to apply for the Emergency Management Performance Grant (EMPG) [Fire]

Meeting	Agenda Group
Tuesday, December 12, 2023, 7:00 PM	Consent Calendar Item: 3E

To	From
City Council	Dan Harker, Fire Chief

Via
Tom Ingalls, Fire Marshal

Approved/Continued/Denied by City Council

Date: _____

RECOMMENDATION:

It is recommended that the City Council authorize the Fire Department to apply for and appropriate the revenue from the 2023 Emergency Management Performance Grant (EMPG) funds into account 0010000-49334; and to authorize the City Manager to execute related documents. It is also recommended that the City Manager be able to accept additional grant funding should it become available.

BACKGROUND:

On an annual basis, the Emergency Management Performance Grant (EMPG) funds are distributed through the State's Office of Emergency Service regions and awarded to jurisdictions within the Operational Areas. If approved the anticipated amount will be approximately $14,793.00.

ANALYSIS:

EMPG funds will be utilized to train City staff on the updated Emergency Operations Plan (EOP), and Emergency Operations Center (EOC) position-specific training. Instructions will be delivered via a consultant.

ENVIRONMENTAL IMPACT:

N/A

FINANCIAL IMPACT:

The grant proceeds will decrease the financial impact on the City by offsetting the total cost of the consultant's fees by $14,793.00. The EMPG grant is a matching grant, City will be responsible for matching the amount used for EMPG funds. Grant Manager's hourly rate can be used to help match by tracking hours spent on grant planning, training, and delivery. The grant revenue will be appropriated to account 0010000-49334.

City of Loma Linda

Regular City Council Staff Report

Prepared By: Lynette Arreola

Approve Appropriation and Award Contract for 9 Additional LPR Cameras [Public Works]

Meeting	Agenda Group
Tuesday, December 12, 2023, 7:00 PM	Consent Calendar Item: 3F

To	From
City Council	Jeff Peterson, Associate Engineer

Via
T Jarb Thaipejr, City Manager

Approved/Continued/Denied by City Council

Date: _____

RECOMMENDATION:

It is recommended that the City Council approve a supplemental appropriation of $33,200 from Citizens Option for Public Safety (COPS) Grant Fund Balance into the COPS Contractual Agreements Account No. 1355430-51830, and award a contract to Flock Group, Inc., for the installation and monitoring of 9 additional LPR cameras at various locations.

BACKGROUND:

In January 2023, the City Council awarded a contract for the installation and monitoring of 17 LPR cameras. This initial phase has met with great success in identifying and apprehending criminals within the City and surrounding coordinated communities. Several crimes, including grand theft auto and hit-and-run auto accidents, have been solved with this technology. Staff has been working with the County Sheriff for further deployment of this technology to continue reducing crime. Currently, we have an agreement for one year with a 30-day data storage limit to service 17 LPR cameras with the surrounding communities' coordination. The updated and continuing agreement will be for five years with data storage of one year rolling forward.

ANALYSIS:

The software system and technology of the LPR camera system are impressive at real-time identification and coordination of reducing criminal activity. Their software user interface allows for unlimited user licenses for City staff and the Sheriff’s Dept. Adjacent cities, such as Colton, Redlands, and Moreno Valley use the Flock Group LPR system. This appropriation will cover the one-time cost for the additional cameras, installation, and monitoring to finish out the fiscal year. The continuing cost beginning in FY 24-25 will be $72,800.00/year for five years.

The Sheriff’s Department has identified several more intersections that would benefit from this technology. The project will be funded by the State Citizens Options for Public Safety (COPS) Grant program. This phase is to add 9 LPR cameras to our system for a total of 26 and extend the support and coordination for a total of five (5) years. This economy of scale reduces the annual cost of software licenses and support. Flock Group, Inc., the vendor, is expected to continue to develop and improve the technology over this period. We should benefit from this relationship with updates in software and hardware. The City Manager and/or Sheriff's representative may wish to add to this report.

ENVIRONMENTAL IMPACT:

N/A

FINANCIAL IMPACT:

A Supplemental Appropriation of $33,200.00 from the COPS Grant fund balance into the COPS Contractual Agreements Account No. 1355430-51830.

Attachments

CA-City of Loma Linda - Law Enforcement Agreement.pdf

FLOCK CAMERA LOCATIONS.pdf

Flock Safety + CA-City of Loma Linda

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Tonia Crump
tonia@flocksafety.com
4049329942

flock safety

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	**120**	**1B+**	**<60%***
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

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Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features	
Simplified Search	Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint ™ technology. Search filters include: ● Vehicle make ● Body type ● Color ● License plates ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition ● Decals ● Bumper stickers ● Back racks ● Top racks
National and Local Sharing	Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases: *California SVS* *FDLE* *FL Expired Licenses* *FL Expired Tags* *FL Sanctioned Drivers* *FL Sex Offenders* *Georgia DOR* *IL SOS* *Illinois Leads* *NCIC* *NCMEC Amber Alert* *REJIS* *CCIC* *FBI*
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

Software Add-Ons	
Advanced Search Package	Unlock more leads and build stronger cases with minimal evidence on the front-end of your investigations with Advanced Search features: ● **Visual Search -** Upload any digital image and transform it into an investigative lead ● **Multi-Geo Search -** Link a single suspect vehicle to multiple crimes, even without a vehicle description or plate number ● **Convoy Analysis -** Detect suspect vehicles frequently traveling together to identify accomplices to serial or organized crimes
Software Integrations	Access real-time incident data in a single ESRI-based map by layering intelligence from your existing data streams into your Flock Safety software experience. ● **Computer-Aided Dispatch (CAD) Integration** - Provide your Dispatchers and Patrol Officers with real-time incident context from 911 calls. Display CAD events in your Flock Safety Map, including important incident information like location, priority, and event type. ● **Automatic Vehicle Location (AVL) Integration** - Bring live patrol locations and status into a single map view, giving dispatchers and patrol officers more context to deploy resources effectively and decrease incident response times.

License Plate Recognition		
The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.* *Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department		
Flock Safety Falcon®LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
Fixed, infrastructure-free LPR camera designed for permanent placement. √ 1 Standard LPR Camera √ Unlimited LTE data service + Flock OS platform licenses √ 1 DOT breakaway pole √ Dual solar panels √ Permitting, installation, and ongoing maintenance	Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs. √ 1 LPR Camera √ Unlimited LTE data service + software licenses √ 1 portable mount with varying-sized band clamps √ 1 Charger for internal battery √ 1 hardshell carrying case	Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates. √ 1 Long-Rage LPR Camera √ Computing device in protective poly case √ AC Power √ Permitting, installation, and ongoing maintenance

Your Flock Safety Team	
Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.	
Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. *Note: Ongoing maintenance does not apply to Falcon Flex devices.*
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.

flock safety

EXHIBIT A

ORDER FORM

Customer:	CA-City of Loma Linda	Initial Term:	60 Months
Legal Entity Name:	CA-City of Loma Linda	Renewal Term:	24 Months
Accounts Payable Email:	jthaipejr@lomalinda-ca.gov	Payment Terms:	Net 30
Address:	25541 Barton Road Loma Linda, California 92354	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	365 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$72,800.00**
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	26	Included
Flock Safety Platform Add Ons			
Extended data retention (Up to 1 Year)	$300.00	26	$7,800.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	3	$1,950.00
Professional Services - Existing Infrastructure Implementation Fee	$150.00	6	$900.00

Subtotal Year 1:	$75,650.00
Annual Recurring Subtotal:	$72,800.00
Discounts:	$65,000.00
Estimated Tax:	$0.00
Contract Total:	$366,850.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$75,650.00
Annual Recurring after Year 1	$72,800.00
Contract Total	$366,850.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$65,000.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: CA-City of Loma Linda**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***") on this the 28 day of November 2023. This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the ***Order Form***. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 "***Customer Data***" means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 "***Flock Network End User(s)***" means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 "***Footage***" means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 *"**Hotlist(s)***" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 "***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.13 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 "***Vehicle Fingerprint*™**" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("***Retention Period***"). Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (**"*Customer Generated Data*"**). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 **Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 **Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.
7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.
7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect*"**), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral , communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____

ATTN: _____

EMAIL: _____

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

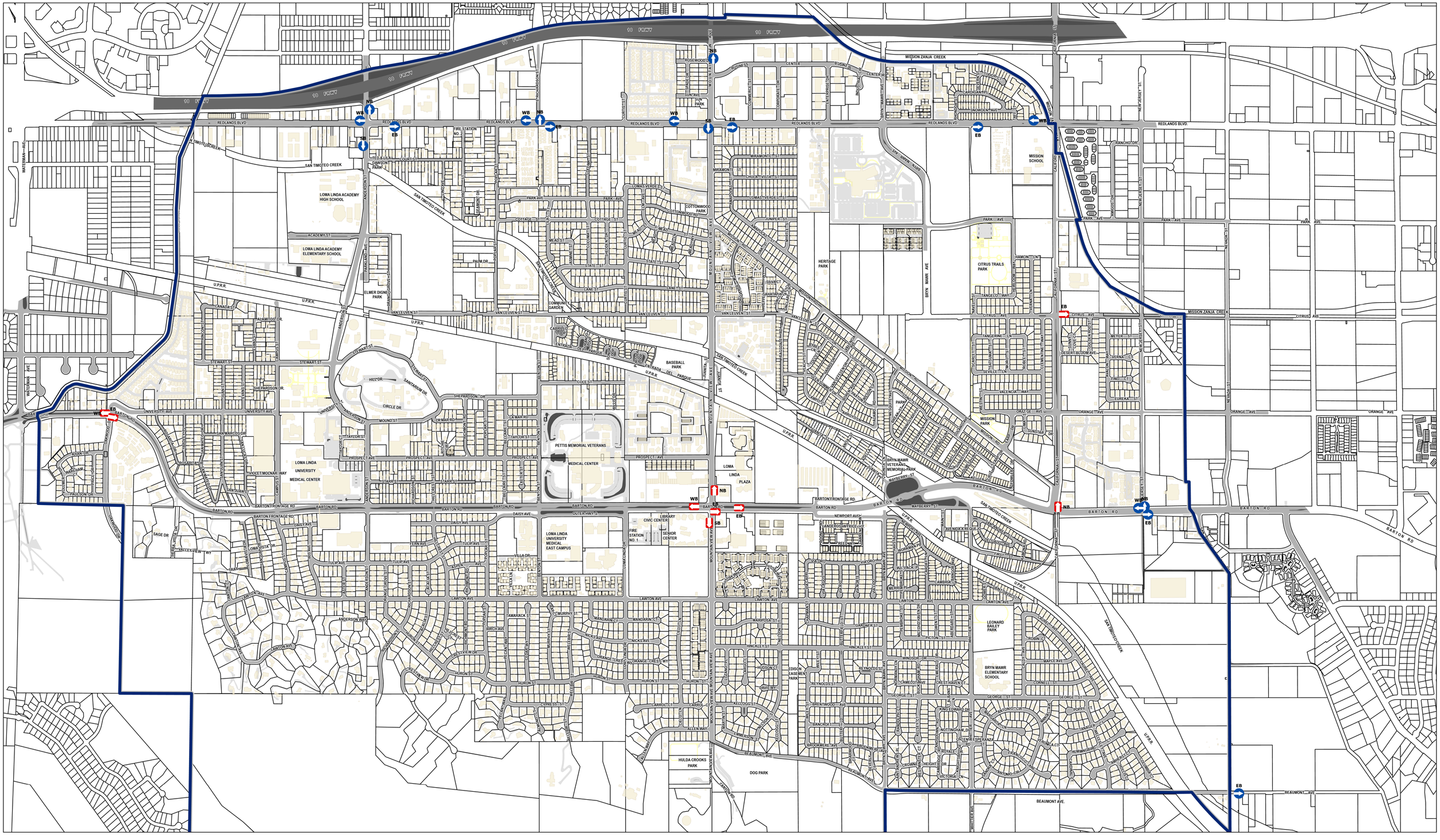
(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).



Legend

- EXISTING (17)
- PROPOSED (9)

FLOCK CAMERA LOCATIONS

City of Loma Linda

CITY OF LOMA LINDA CALIFORNIA · SERVING HOME · INCORPORATED 1970

City of Loma Linda

Regular City Council Staff Report

Prepared By: Lynette Arreola

Award Contract to Southcoast Lighting to Purchase Twelve Solar Walkway Lights [Public Works]

Meeting	Agenda Group
Tuesday, December 12, 2023, 7:00 PM	Consent Calendar Item: 3G

To	From
City Council	Jeff Peterson, Associate Engineer

Via
T Jarb Thaipejr, City Manager

Approved/Continued/Denied by City Council

Date: _____

RECOMMENDATION:

It is recommended that City Council award a contract to Southcoast Lighting of Noman, OK in the amount of $16,616.80 to purchase twelve solar powered bollard style walkway lights. City staff will provide installation, inspection and project management.

BACKGROUND:

The City Manager directed staff to purchase materials and equipment to provide walkway lighting along the SCE easement between Mission Road and Van Leuven Street. The project is to utilize the similar equipment that was used for Barton Road demonstration project.

ANALYSIS:

Staff prepared and solicited informal bids for this purchase. Three (3) bids were submitted and compared, results attached. The cost is within the budgeted amount and compares favorably with the demonstration project costs.

ENVIRONMENTAL IMPACT:

N/A

FINANCIAL IMPACT:

Funding is available in Account No. 0013030-58240, Streets & Traffic Safety – General Capital Improvements.

Attachments

Bollard Lights 2023.pdf

INFORMAL BID RESULTS

DATE: 11-27-23

PROJECT NAME/DESCRIPTION: Install (12) Solar Powered Bollards at Edison Eastment- Misson to Van Leuvan

ACCOUNT NO. 0013030-58240 **Budgeted Amount:** $17,000.00

VENDOR NAME	BID AMOUNT
Southcoast Lighting 2701 Venture Drive Norman, OK 73069 405.673.8684	**$16,616.80**
C.E.D. 580 E.MILL st San Bernardino, ca 92408 909.889.1071	**$19,955.63**
Inland Lighting Supplies P.O BOX 5785 Riverside, Ca 92517	**$20,513.35**

COMMENTS: _____

SIGNATURE: _____ **DATE:** _____

- **REQUIRES CITY COUNCIL APPROVAL:** Yes ☐ No **CITY COUNCIL MEETING DATE:** _

Acct. No 0013030-58240

GRIDSHIFT SOLUTIONS
C/O SOUTH COAST LIGHTING & DESIGN

2701 Venture Drive
Norman, OK 73069

405.673.8684

To:	Job/Project Name:
Jose Rodriguez City of Loma Linda 25541 Barton Rd Loma Linda, CA 92354 PH: (909)799-4400	LOMA LINDA-EDISON EASEMENT SOLAR BOLLARD

Qty	Type	Mfg	Description	Unit Price	Extd.Price
12		GRID	CS BOL SEN 6R TYPE 3 PROFILE 1 42IN 4K	$1,260.00	$15,120.00
			SUBTOTAL BEFORE TAX		$15,120.00
1		TAX	TOTAL TAX @ 7.75%		$1,171.80
1		GRID	ESTIMATED SHIPPING	$325.00	$325.00
			PLEASE MAKE PO OUT TO: GRIDSHIFT		
			C/O SOUTH COAST LIGHTING & DESIGN		
			TOTAL:		**$16,616.80**

MFG Code	TERMS	Lead Time
Prices firm for entry by: 45 Days	Shipment by: 70 Days	Lead Time: 8-10 Weeks

ANCHOR BOLTS SHIPPED PRIOR MAY BE SUBJECT TO A FREIGHT CHARGE NOT TO EXCEED $250.00
**AT TIME OF ORDER, WE WILL REQUIRE AN ADDITIONAL NOTE WHICH STATES THAT OUR MFG IS CLEARED TO DELIVER MATERIAL TO YOU.

~ PLEASE INCLUDE THE SOUTH COAST LIGHTING QUOTE # ON YOUR PO
~ PLEASE SEND ORDERS TO: YOUR INSIDE SALES REPRESENTATIVE AND NEWORDER@SOUTHCOASTLIGHTING.COM

1. ANY CHANGES WILL REQUIRE A NEW QUOTE. IF THE COMPLETE QUOTE IS NOT USED THEN A NEW QUOTE WILL BE NEEDED.
2. CITY OF LOS ANGELES PROJECTS THAT ARE QUOTED WILL REQUIRE AT LEAST 25 WORKING DAYS FOR STRUCTURAL CALCS & SUBMITTALS.
3. ALL PROJECTS WILL REQUIRE 10-25 DAYS OR LESS FOR STRUCTURAL CALCS & SUBMITTALS.
4. SOUTH COAST LIGHTING & DESIGN, INC (SCL) OR ITS MANUFACTURERS WILL NOT ASSUME RESPONSIBILITY IF YOU DO NOT VERIFY YOUR WRITTEN REQUEST WITH THIS QUOTED BILL OF MATERIALS.
5. SALES TAX IS NOT INCLUDED UNLESS STATED ON QUOTE. IF SALES TAX IS TO BE ADDED AT TIME OF THE ORDER THEN A NEW QUOTE WILL BE ISSUED.
6. THIS QUOTATION IS SUBJECT TO MANUFACTURER'S TERMS AND CONDITIONS.
7. THIS QUOTATION IS MADE WITHOUT BENEFIT OF COMPLETE PLANS AND SPECIFICATIONS. IT IS YOUR RESPONSIBILITY TO INSURE THIS QUOTE ACCURATELY REPRESENTS YOUR BILL OF MATERIAL. IF A SUBSTITUTION IS QUOTED, SCL WILL NOT GUARANTEE APPROVAL UNLESS STATED ON THE QUOTE. THE QUOTE IS BASED ON PART NUMBERS.
8. ANY CHANGES WILL REQUIRE A NEW QUOTE. IF THE COMPLETE QUOTE IS NOT USED THEN A NEW QUOTE WILL BE NEEDED.
9. A SEPARATE P.O. MAY BE REQUIRED FOR EACH MANUFACTURER AT TIME OF THE ORDER. SOUTH COAST LIGHTING WILL COORDINATE ALL DELIVERIES TO OCCUR WITHIN A 30 DAY TIME FRAME.
10. SOURCE INSPECTIONS OR OUT OF STATE INSPECTION CHARGES ARE NOT INCLUDED UNLESS SPECIFICALLY SPELLED OUT ON THIS QUOTE. THESE CHARGES ARE THE RESPONSIBILITY OF OTHERS.
11. CAL-TRANS PROJECTS WILL REQUIRE DESIGN YEAR, LUMINAIRE MAST ARM LENGTH, SIGNAL MAST ARM LENGTH, TENON LOCATIONS, ETC., ETC., PRIOR TO ORDER. ORDERS CANNOT BE RELEASED WITHOUT THIS INFORMATION. 8.3 REQUIREMENTS ARE NOT INCLUDED UNLESS STATED ON THIS QUOTE.
12. LAMPS, PHOTOCELLS, FUSES, SPARE PARTS, OR SPECIAL PRODUCT REQUIREMENTS, ARE NOT INCLUDED UNLESS STATED ON QUOTE.
13. ACCEPTANCE OF ORDER IS CONTINGENT UPON CREDIT APPROVAL.
14. THE RESPONSIBILITY OF SETTING UP ANY AND ALL INSPECTIONS WITH THE CITY OF LA OR ANY OTHER CITIES REQUIRING INSPECTIONS, IS UP TO THE ELECTRICAL OR GENERAL CONTRACTOR AND IS NOT THE RESPONSIBILITY OF SCL & MFG. IF THE CONTRACTOR WOULD LIKE SCL TO HELP ARRANGE THESE INSPECTIONS, SCL WILL NEED A WRITTEN LETTER AUTHORIZING US TO DO SO. ANY AND ALL COSTS ABOVE ANY ALLOWANCE GIVEN IN A QUOTE ARE THE RESPONSIBILITY OF THE CONTRACTOR.
15. FREIGHT ALLOWED QUOTES INCLUDE TWO HOURS OF OFFLOADING TIME. ADDITIONAL CHARGES AT $200 PER HOUR APPLY IF DELIVERY OFFLOADING TIME EXCEEDS THE MAXIMUM TWO HOUR LIMIT.
16. IF ANY TEMPORARY LIGHTING IS REQUIRED DUE TO A DELAY, IT WILL NEED TO BE DISCUSSED PRIOR. SOUTH COAST OR ANY OF ITS MANUFACTURERS WILL NOT PAY FOR ANY LABOR OR THE COST OF MATERIAL WITHOUT PRIOR APPROVAL.
17. IF A DETAIL-U IS REQUIRED, THERE MAY BE AN ADDER FOR IT; PLEASE INQUIRE WITH YOUR SALESMAN OR INSIDE ASSOCIATE FOR THE ADDER.
18. BY REQUEST, UP TO 3 PAINT CHIPS MAY BE SENT OUT TO THE END-USER AT NO EXTRA CHARGE; ANY ADDITIONAL PAINT CHIPS (FOR SAMPLING OR FOR RECORDS, ETC) REQUESTED MAY INCUR A CHARGE CONTINGENT ON SHIP-TO LOCATION.
19. SUPPLIER'S OBLIGAITION TO REPAIR OR REPLACE ANY DEFECTIVE PRODUCT SHALL NOT INCLUDE ANY OBLIGATION TO REIMBURSE THE PURCHASER FOR TRANSPORTATION, INSTALLATION, REMOVAL, UNAUTHORIZED REPAIRS, OR ANY OTHER EXPENSES THAT MAY BE INCURRED BY THE PURCHASER OR OTHERS IN RELATION TO ANY PRODUCT DEFECT. ANY CHARGES ASSOCIATED WITH A REPAIR MUST BE JUSTIFIED,

Customer Quote For: CITY OF LOMA LINDA

CED - SAN BERNARDINO **Quote:** Q1060798 **Revision #:** 003

SAN BERNARDINO

580 E. MILL STREET
SAN BERNARDINO CA 92408
Tel: (909)889-1071 **Fax:** (909)889-1077

Contact Name: ROBERT CONOVER

Quote Date: 10/25/23
Updated On: 10/25/23
Expires On: 11/24/23

Job Name: JOSE RODGRIGUEZ
Attn:
Ship To: CITY of LOMA LINDA
580 E. MILL STREET
SAN BERNARDINO, CA 92408-0000

Customer PO #: ***
Customer PO Date:
FOB: SHIPPING POINT
Freight: PREPAID

LN	Product	Qty	Price	Per *	Ext Price
01	JOB: EDISON EASEMENT SOLAR BOLLARD				
02	MISC CS BOL SEN 6R TYPE 3 PROFILE 1 42IN 4K	12	$1,500.00	E	$18,000.00
03	FRT FREIGHT SHIPPING AND HANDLING	1	$350.00	E	$350.00

Merchandise: $18,350.00
Tax: $1,605.63
Total: $19,955.63

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

* Per E = Each, C = Hundred, M = Thousand

Terms and Conditions

INLAND LIGHTING SUPPLIES, INC.

INLAND LIGHTING SUPPLIES

P.O. BOX 5785
RIVERSIDE, CA 92517

Phone 951-784-3455
Fax 951-784-4548

PRICE QUOTE

Printed 11/17/23 DJ

Quoted

CITY OF LOMA LINDA
25541 BARTON RD
LOMA LINDA CA 92354
Buyer: Brian Bolger
Tel:909-478-4265 Fax:909-799-1153

Ship To

CITY OF LOMA LINDA
25541 BARTON RD
LOMA LINDA CA 92354

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
0032329	11/17/2023	12/17/2023	0008871	SOLAR BOLLARD	WILL CALL	DJ

Job ID	Customer Terms	Salesman
	Net 30 Days	House

Product	Description	UM	Quant	Unit Price	Extension
	**********				
	* LEAD TIME 8-10 WEEKS *				
	* BRIAN 909-478-4270 *				
	**********				
CSBOLSEN6RTYPE3PROFILE142IN4K	42IN SOLAR BOLLARD TYPE3 4000K	EA	12	1547.00	18564.00
FRT	Freight - Incoming	EA	1	325.00	325.00

X:_____
(Accepted by)

Sub Total	$18,889.00
Freight	$0.00
Misc Charges	$0.00
Tax Amount	$1,624.35
Total	**$20,513.35**

MESSAGE

PLEASE NOTE
THE ABOVE QUOTE EXPIRATION DATE IS CONTINGENT ON
TARIFFS & MFR. PRICE INCREASES.
QUOTE IS SUBJECT TO CHANGE.

TERMS

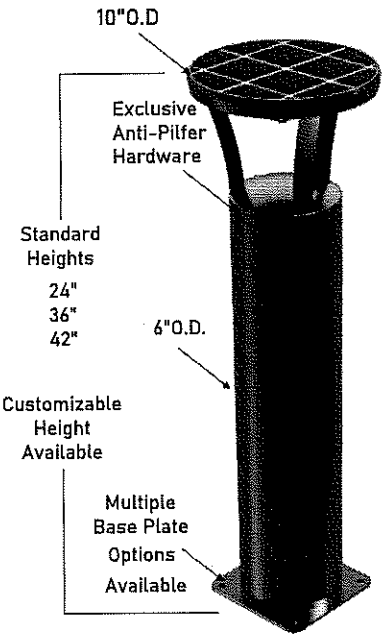
PLEASE NOTE
THE ABOVE QUOTE EXPIRATION DATE IS CONTINGENT ON
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QUOTE IS SUBJECT TO CHANGE.

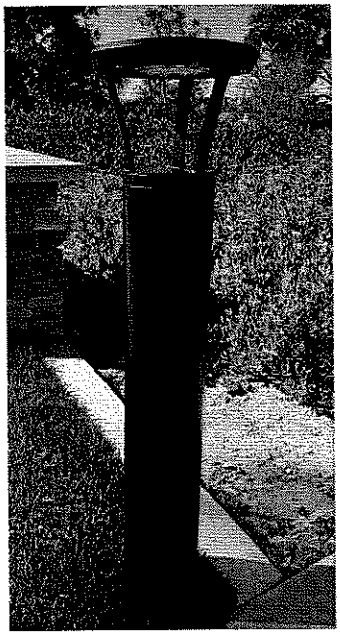
Cuesta Sol™

SENTRY SOLAR BOLLARD
CS-BOL-SEN-6R

Features & Benefits

- Attractive Appearance
- Lower Installation Cost
- Lower Carbon Footprint
- No Power Outages
- Easy to Convert to Solar
- 450Lm-500Lm
- Chameleon CCT™ 3000K & 4000K
- Turtle-Friendly Amber Available
- One Touch Selector Button
- Battery ON/OFF Function Button
- Battery Level LED Display
- Coretemp™ Battery Anti Freeze Technology



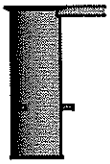


5 YEARS WARRANTY

10 Year Available
15 Year Available

CURE RESTORE

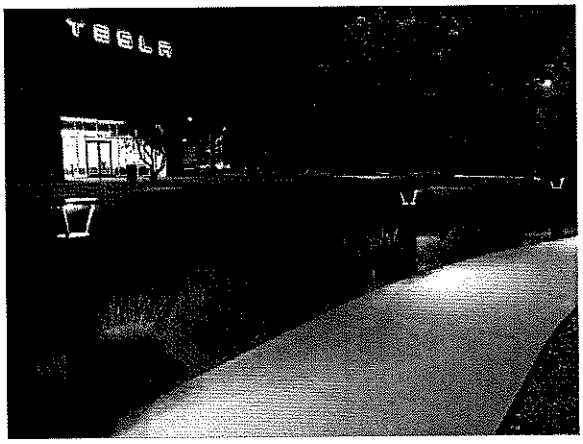
Exclusive Free Battery Recycling Program



Stainless Steel In-Ground Anchor with Hinged Lockable Cover Available

Certifications

BT CERTIFIED · CE · RoHS · IP65



Specifications	
Wattage	2.5 Watts LED
Battery	7.4V 10 AH
Solar Panel	Impact Resistant Monocrystalline 8W
Working Temperature	-40 °F - +140 °F
Material	Aluminum
CCT	Standard - 3000K & 4000K/ Others Available
Lifetime	50,000 Hours
Autonomy	2-3 Rainy Days
Height	24"/36"/42" Other Heights Available
Lumens	450Lm-500Lm
Option	PTC Auto heat system ideal for use in cold & snowy climates
Temperature with PTC Warmer	Charge Temperature -40°F to +140°F Discharge Temperature -40°F to +140°F
Temperature Without PTC Warmer	Charge Temperature 14°F to +140°F Discharge Temperature -4°F to +140°F

Monocrystalline Solar Module

10AH Batteries

Cree Cob LED Chip

IP65

AMERICAN COMBAT VETERAN OWNED COMPANY

405-673-8684
www.gridshiftsolar.lighting
Corporate: 2701 Venture Drive, Norman, OK 73069
California: 1341 Distribution Way, Suite 20, Vista, CA 92081

GRIDSHIFT™ SOLAR LIGHTING

Cuesta Sol is a trademark of GridShift Solutions, LLP

CORPORATE CHAMPION

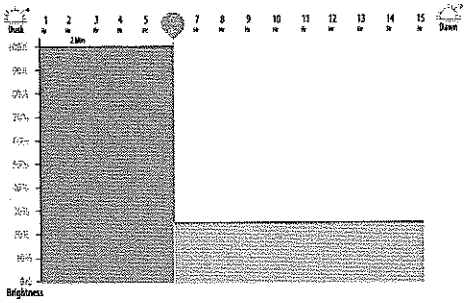
Wounded Warrior Project

· Residential · Parking Lots · Sports & Playgrounds · Pathways · Parks · Security ·

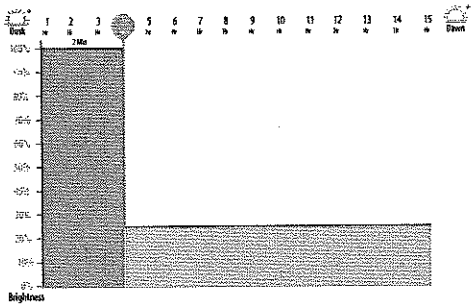
Cuesta Sol™

SENTRY SOLAR BOLLARD
CS-BOL-SEN-6R

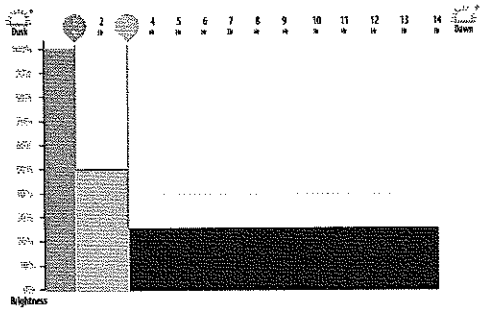
Lighting Profiles



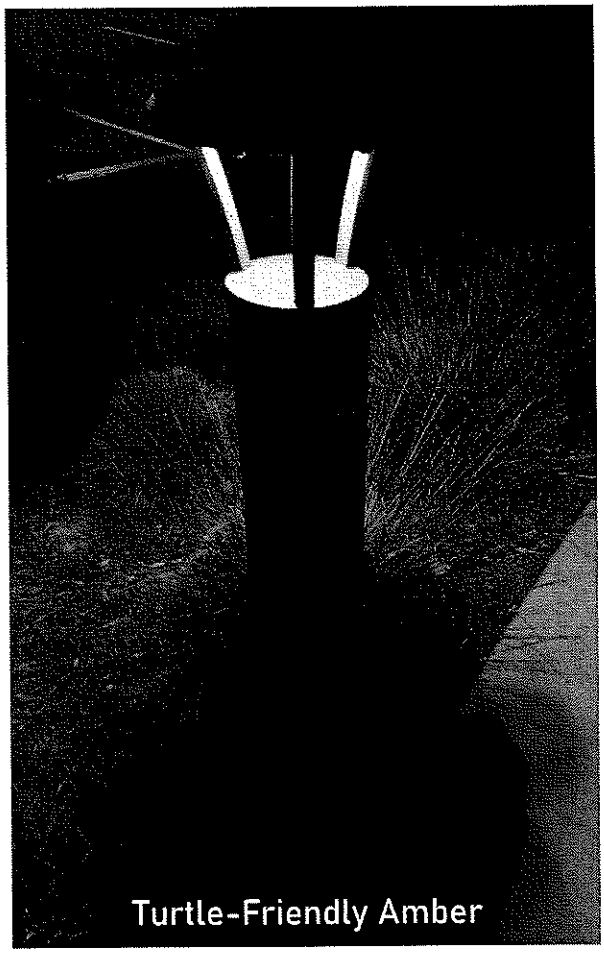
Profile 1
(Turn on/One Flash)
6H 100% Brightness, then 25% to dawn.

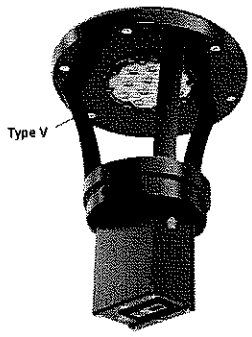


Profile 2
(One Push/Two Flashes)
4H 100% Brightness, then 25% to dawn.

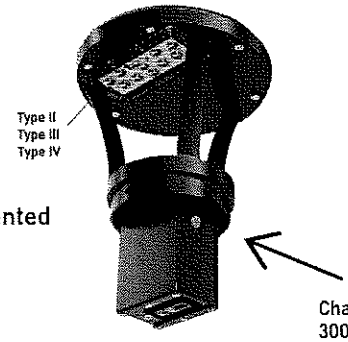


Profile 3
(One Push/Three Flashes)
1H 100% Brightness, 2H at 50%, then 25% to dawn.





Patented



Chameleon CCT™
3000K & 4000K One Touch Selector Button



AMERICAN COMBAT VETERAN OWNED COMPANY

GRIDSHIFT™
SOLAR LIGHTING

405-673-8684
www.gridshiftsolar.lighting
Corporate: 2701 Venture Drive, Norman, OK 73069
California: 1341 Distribution Way, Suite 20, Vista, CA 92081

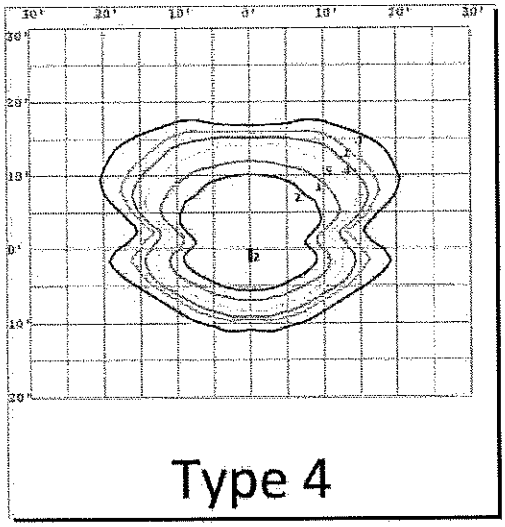
Cuesta Sol is a trademark of GridShift Solutions, LLP

Wounded Warrior Project

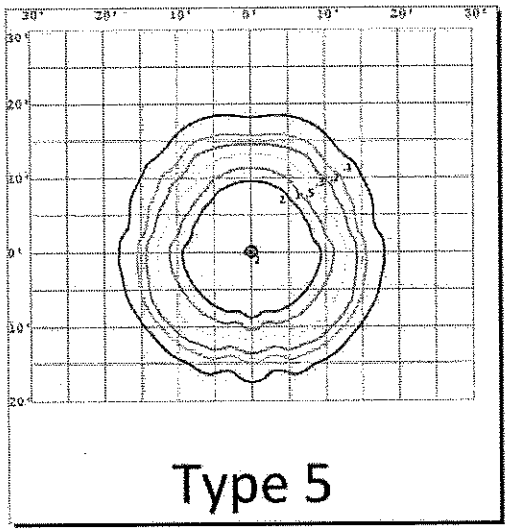
Cuesta Sol™

SENTRY SOLAR BOLLARD
CS-BOL-SEN-6R

Photometrics



Type 4



Type 5

Model #	Available Optic Types	Fixture Profile Codes	Height	Option	Option
Cuesta Sol CS-BOL-SEN-6R	II / IV / V (Type III available, please consult Sales Associate.)	(See Profile Codes)	24"/ 36"/ 42" / Custom	PTC Auto Heat System	Stainless steel in-ground anchor with hinged lockable cover

Ordering Description Example					
Cuesta Sol CS-BOL-SEN-6R	II	Profile 2	36"	PTC	GA

Ordering Description					
Cuesta Sol CS-BOL-SEN-6R					

AMERICAN COMBAT VETERAN OWNED COMPANY

405-673-8684
www.gridshiftsolar.lighting
Corporate: 2701 Venture Drive, Norman, OK 73069
California: 1341 Distribution Way, Suite 20, Vista, CA 92081

GRIDSHIFT™ SOLAR LIGHTING

Cuesta Sol is a trademark of GridShift Solutions, LLP

Wounded Warrior Project

City of Loma Linda

Regular City Council Staff Report

Prepared By: Lynette Arreola

Approve Purchase of 96 Domestic Water Meters from HydroPro Solutions, Inc. [Public Works]

Meeting	Agenda Group
Tuesday, December 12, 2023, 7:00 PM	Consent Calendar Item: 3H

To	From
City Council	Jeff Peterson, Associate Engineer

Via
T Jarb Thaipejr, City Manager

Approved/Continued/Denied by City Council

Date: _____

RECOMMENDATION:

It is recommended that the City Council award a contract for $25,435.90 to HydroPro Solutions, Inc. of Ontario, CA for purchase of 96 Allegro 4G domestic water meters.

BACKGROUND:

The on hand supply of domestic 1” 4G water meters is low. Lennar Homes is in the process of completing another phase of single family residences. This purchase from our current approved vendor should cover the immediate need as well as near term needs. The Utility Superintendent has reviewed the cost and determined that it is competitive and in line with similar purchases.

ANALYSIS:

Staff requested costs for 96 water meters from our current vendor. The cost to repair is $25,435.90 which includes tax. As this is a purchase only no contingency allocation is requested.

ENVIRONMENTAL IMPACT:

N/A

FINANCIAL IMPACT:

Funding is available in account no. 4657030-51300.

Attachments

20231205142926003.pdf

HydroPro Solutions, Inc

1180 East Francis Street
Ontario, CA 91761
Phone 949-910-9449

DATE November 21, 2023
Quotation # LL 11-21
Salesperson: Brian Jensen

To: Russ Handy
City of Loma Linda
25541 Barton Road
Loma Linda, CA 92354
ph: 909-478-4260

Quotation valid until: 45 Days
Prepared by: Brian Jensen

Qty	Description	Current Unit Cost	Extended Cost	Part Number
	Allegro 4G Under the Glass Register			
96	Allegro 4G Under the Glass Register	$ 245.90	$ 23,606.40	199-070-02-036F
	with Plastic Register Housing Kit			
		Sub Total:	$ 23,606.40	
		Tax:	$ 1,829.50	
		Total:	$ 25,435.90	

PLEASE NOTE: This quotation is valid through 45 Days. We reserve the right to amend prices after this period.
A 2% processing fee will be applied for all credit card purchases.
All invoices are due Net 30 per HydroPro Solutions standard terms and conditions

THANK YOU FOR YOUR BUSINESS!

4657030-5300

Russell T Handy

City of Loma Linda

Regular City Council Staff Report

Prepared By: Lynette Arreola

Change Order for the Audio/Visual Equipment in the Council Chambers [Information Systems]

Meeting	Agenda Group
Tuesday, December 12, 2023, 7:00 PM	Consent Calendar Item: 3I

To	From
City Council	Lynette Arreola, City Clerk

Via
T Jarb Thaipejr, City Manager

Approved/Continued/Denied by City Council

Date: _____

RECOMMENDATION:

It is recommended that the City Council approve a change order to the contract with Western Audio Visual & Security for $18,800 to upgrade functions on monitors at the dias and add accessible network connections and switches.

BACKGROUND:

In April of this year, the City Council awarded Western Audio Visual & Security a contract to upgrade the audio and visual equipment in the City Council Chambers. Following the work, there were requests to add additional monitor functions for Council Members and provide similar monitor functions for City Staff that would allow staff electronic access to the agenda packets and presentations during the meetings. Providing staff with electronic agenda packets during meetings would reduce paper consumption and be more sustainable.

The City also experienced some technical problems with the monitors that required resetting/rebooting the controllers; however, the monitor controllers were inaccessible and located behind panels at the dias. The electrical breakers were used to reset the system. The change order would modify the network connections and install network switches, enabling staff access to the monitor controllers for technical issues.

ANALYSIS:

During construction, there were change orders to the project that involved using a different manufacturer for some equipment items, which ultimately reduced the cost of the contract amount by approximately $13,500. After the work was completed, the project cost remained $13,500 under the contract amount. The City Council also approved a 10% contingency allocation of $25,000. Those funds were not spent.

This change order request is less than 10% of the total project cost. The savings from the initial change orders and unspent contingency allocation are sufficient to fulfill this Change Order request.

ENVIRONMENTAL IMPACT:

None

FINANCIAL IMPACT:

Funding for the Change Order amount of $18,800 is available in Account No. 0011940-58845.

Attachments

Wesertn AV Change Order 12-07-2023.pdf

City of Loma Linda
Council Chamber Upgrade

Representative Hailey Schellin
Mobile 949.584.7028
Office 714.637.7557
Email HaileyS@wav1.com

Revision 12/7/2023

CDS Add Order

Item	Quantity	Manufacturer	Model	Description	Unit Price	Ext Price
	7	Brightsign	XT1144	Web Hardware Appliance for (7) staff locations	$ 623.00	$ 4,361.00
	1	Netgear	GS116NA	NETGEAR 16-Port Gigabit Ethernet Unmanaged Switch (GS116NA) - Desktop or Wall Mount, and Limited Lifetime Protection	$ 103.00	$ 103.00
	4	TP-Link	TL-SG105	TP-Link TL-SG105, 5 Port Gigabit Unmanaged Ethernet Switch, Network Hub, Ethernet Splitter, Plug & Play, Fanless Metal Design, Shielded Ports, Traffic Optimization,Navy Blue	$ 19.00	$ 76.00
	1	Sandisk		SanDisk Ultra 32GB microSDHC Memory Card (10 Pack) UHS-I Class 10 SDSQUNS-032G-GN3MN Bundle with (1) Everything But Stromboli 3.0 SD/TF Micro Card Reader	$ 67.00	$ 67.00

Miscellaneous Materials		
Cable & Connectors	$	594.00
Installation Hardware & Accessories	$	282.00
Equipment Rack Hardware (Lacing Bars, Blanks, Vents, etc.)	$	-
Miscellaneous Materials Sub-Total	**$**	**876.00**

Integration Labor		
Engineering & Drafting	$	1,135.00
Control Programming	$	2,866.00
Project Management	$	508.00
Staging & Assembly	$	-
Installation & Testing	$	7,105.00
Training, Closing, & Commissioning	$	1,015.00
Travel	$	-
Sub-Contract	$	-
G & A	$	69.00
Integration Labor Sub-Total	**$**	**12,698.00**

Extended Warranty & Maintenance Agreement	Years	Price
Extended Service Plan	0	
Service Sub-Total		

CDS Add Order Totals			
Total Equipment		$	5,483.00
Total Labor		$	12,698.00
Equipment and Labor Subtotal		$	18,181.00
Total Shipping		$	157.00
Additional Shipping for Overnight or Large Items		$	-
Subtotal		$	18,338.00
Sales Tax	7.75%	$	437.10
Electronic Waste Fee 4" - 14" ($4.00)	QTY: 0	$	-
Electronic Waste Fee 15" - 34" ($5.00)	QTY: 0	$	-
Electronic Waste Fee 35" and Greater ($6.00)	QTY: 0	$	-
Electronic Waste Fee Total		$	-
Total Service Agreement		$	-
Bond (if required)		$	-
		$	**18,775.10**

Client	City of Loma Linda
Project Name	Council Chamber Upgrade

Representative	Hailey Schellin
Mobile	949.584.7028
Office	714.637.7557
Email	HaileyS@wav1.com
Date	12/7/2023

Project Contact

Contact	Lynette Arreola
Address	25541 Barton RD. ,
City, State, Zip	Loma Linda, CA 92354
Phone	909-799-2819
Mobile	
Email	larreola@lomalinda-ca.gov

Audio Visual Investment Summary

Room	Room Qty	Equipment	Shipping	Sales Tax	eWaste	Labor	Maintenance (Years 1-3 Included)	Bond	Cost Per Room	TOTAL
CDS Add Order	1	$ 5,483.00	$ 157.00	$ 437.10	$ -	$ 12,698.00	$ -	$ -	$ 18,775.10	$ 18,775.10
									Base Project Total	$ 18,775.10

PROJECT TOTAL: $18,775.10

NOTES:

This proposal includes prevailing wage rates.

Billing Terms:

100% Equipment Upon Order, Progress Billing for Labor

Client Authorized Signature | Printed Name & Title | Date

This quote is valid for 30 days. The sales tax is subject to change—in the event of a an increase, the client agrees to pay the current sales tax rate. This proposal is not to be copied, reproduced or forward to any third party as its contents are the property of Western Audio Visual.

Billing Inquiries:

Western Audio Visual | 1592 North Batavia Street, Suite 2, Orange, CA 92867 | P 714 637 7272

City of Loma Linda

Regular City Council Staff Report

Prepared By: Lynette Arreola

Approval of Agreement with Colantuono, Highsmith, and Whatley for Legal Services [City Attorney]

Meeting	Agenda Group	
Tuesday, December 12, 2023, 7:00 PM	Consent Calendar	Item: 3J

From
Diane E. Robbins, City Attorney

Approved/Continued/Denied by City Council

Date: _____

RECOMMENDATION:

Authorize the City Attorney to enter into an agreement with the law firm of Colantuono, Highsmith & Whatley (CHW) for legal services primarily in connection with land use issues on an as-needed basis.

BACKGROUND:

From time to time, the City is in need of specialized services in connection with land use issues. Recent legislation has been enacted that affects housing requirements and the City is required to navigate through these requirements. The City has used the legal services of CHW in the past and the firm's legal services have been excellent, and their attorneys have responded promptly to staff's requests for assistance.

ANALYSIS:

CHW has an outstanding reputation as one of the top law firms in the practice of municipal law. Colantuono, Highsmith & Whatley is a municipal law firm with offices in Pasadena, Grass Valley, Sacramento, Solana Beach, and Sonoma that represents public and private clients throughout California in municipal law, including public revenues, land use, elections, labor and employment, post-redevelopment, housing, public works contracting, utility services, the California Environmental Quality Act (CEQA), the Cortese-Knox-Hertzberg Act regarding Local Agency Formation Commissions, and associated litigation.

The firm was recognized as one of California's Top Ranked Law Firms by Martindale-Hubbell in 2014 and Michael Colantuono, Terri Highsmith, Jenni Pancake, Michael Allderdice, Jeffrey Walter and Scott Howard have each achieved the highest AV rating from Martindale-Hubbell. Michael (2011-2013) and Holly Whatley (2013) have been listed as among the Top Municipal Lawyers in California by the Daily Journal newspaper. Michael was awarded the 2010 Public Lawyer of the Year Award by the California State Bar, is a former President of the City Attorneys Department of the League of California Cities, former President and Chair of the Board of Trustees of the State Bar, and Secretary/Treasurer of the California Academy of Appellate Lawyers-a prestigious organization of about 100 of the most respected appellate advocates in our State. Michael is also certified as an Appellate Specialist by the California State Bar’s Board of Legal Specialization.

ENVIRONMENTAL IMPACT:

None.

FINANCIAL IMPACT:

CHW will bill for the legal services rendered on an hourly basis at $405 to $425 per hour, and in response to staff requests for legal assistance as authorized by the City Manager and the City Attorney.

Attachments

CHW Agreement.pdf

COLANTUONO
HIGHSMITH
WHATLEY, PC

MICHAEL G. COLANTUONO | 530-432-7359 | MCOLANTUONO@CHWLAW.US

Our File No. 43029.0004

December 6, 2023

VIA ELECTRONIC MAIL ONLY

Diane E. Robbins, City Attorney
City of Loma Linda
201 West "F" Street
Ontario, CA 91762-3203
der@robbinsholdaway.com

Re: **Representation of City of Loma Linda re Groves at Loma Linda and Other Special Counsel Projects**

Dear Diane,

As you asked, I write to propose the terms under which we agree to represent City of Loma Linda ("you" or "the City") regarding various special counsel projects in support of your representation of the City of Loma Linda. Initially, we will be tasked to analyze land uses issues associated with the Groves at Loma Linda project. This is our sole current project for the City; if we can assist on other matters, please let me know. Colantuono, Highsmith & Whatley, PC and all of its professionals are very pleased to have the opportunity to represent you in this matter.

This letter sets forth the basis upon which our firm will provide legal services to you and bill you for services and costs. The firm maintains a conflict of interest index which lists all clients of our firm and matters in which we represent them. We will not represent any party with an interest that may be adverse to an indexed person without first determining if a professional conflict of interest would arise. We propose to index the following with respect to this matter:

Client-Affiliated Parties:

City of Loma Linda

Adverse Parties:

Groves at Loma Linda
Highpointe, Inc.
Steve Vliss
Steve Ludwig
Tim England

Please let me know if any of these names are incorrect or if there are other parties with an interest in this matter that we should list such as, for example, any other stakeholders in the Groves at Loma Linda project and any interested in other projects you intend to assign to us. Unless we hear from you to the contrary, we will assume that the above listing is accurate and complete.

We have reviewed our files and our conflicts index and have no other client relationships which would interfere with our ability to represent you in this matter. As you know, we have recently assisted the City on other matters.

As we have discussed, the nature of the matter makes it impossible for us to precisely estimate the fees you may incur. You will receive monthly statements informing you of the fees and costs incurred during the prior month. We will, of course, do our best to represent you efficiently and without undue expense.

Please make payments payable to Colantuono, Highsmith & Whatley, PC directly to our Grass Valley office at:

Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945-5091

Our federal employer identification number is 75-3031545.

Aleks Giragosian and I will have primary responsibility for your representation, and the firm will use other attorneys and legal assistants in the best exercise of our professional judgment. If you have questions, concerns or criticisms at any time, please contact me at once. Naturally, we expect you to keep us reasonably informed of all significant developments regarding this representation.

We review all statements before they are issued to ensure the amount charged is appropriate. The statement for fees is simply the product of the hours worked multiplied by the hourly rates for the attorneys and legal assistants who did the work.

Our hourly rates are based upon the experience, reputation and ability of the lawyer or legal assistant performing the services, and for 2023 and 2024 range between $270 and $605 per hour for attorneys' time, and between $155 and $200 for the time of paralegals and legal assistants. As a courtesy to you, however, we agree to cap these rates at $405 for per hour for advisory services and at $425 per hour for any litigation services that might be required. These are significant discounts from Aleks' full hourly rate of $420 and mine of $605. Our rate structure in general and the rates of particular lawyers may be increased from time to time, and are usually adjusted as of the beginning of each calendar year.

It may be necessary to bill you for items such as, but not limited to, authorized travel, long distance telephone calls, filing fees, photocopying, computerized legal research outside the scope of our Westlaw contract and the like. These items are separately itemized on our statement as "disbursements." These amounts will be billed in addition to our fees.

We will send you monthly statements, and expect payment within 15 days of the billing date. If payment is not received within 30 days of the billing date, we reserve the right to charge interest on the unpaid balance at the rate of 1% per month and to terminate our representation.

We rarely have disputes with clients over our fees. Nevertheless, you should be aware that you are entitled to require that any fee dispute be resolved by binding arbitration pursuant to the arbitration rules for legal fee disputes of the County Bar Association in any county in which we maintain an office. We agree that all disputes between us regarding the services rendered or fees charged not resolved via County Bar fee arbitration will be submitted to binding arbitration in Orange County to be conducted by ADR Services, Inc. in accordance with its commercial arbitration rules. **YOU SHOULD REVIEW THIS PARAGRAPH CAREFULLY AND, IF YOU WISH, SEEK INDEPENDENT LEGAL COUNSEL REGARDING IT, AS YOU AND WE ARE AGREEING TO FOREGO SIGNIFICANT RIGHTS IN THE EVENT OF A DISPUTE BETWEEN US, INCLUDING THE RIGHT TO A JURY TRIAL.**

On occasion, we may receive small sums of money belonging to you, such as a credit for an overpayment by a vendor, a refund from a court, or the like. The California State Bar requires us to alert you to sums we receive on your behalf within 14 days of receipt and to forward those funds to you within 45 days of receipt unless we have your direction otherwise. Processing payments for small amounts may be burdensome to your accounting staff and to ours. Therefore, by signing this letter agreement for legal services, you agree that, should we receive any amount to your credit of $500 or less and we do not have other instructions from you with respect to that money, we may place these funds in our client trust account and apply them to future invoices to you for our services. You can alter this agreement at any time as to some or all funds we hold by letting us know, in writing, how we should handle your money. We will inform you of our receipt of funds promptly upon each receipt and will remind you of your right to alter these standing instructions as to any payment.

You have the right to terminate our representation at any time. We have the same right, subject to an obligation to give you reasonable notice to arrange alternative representation. In either circumstance, you agree to secure new counsel to represent you as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record in any litigation in which we may subsequently agree to represent the City. Notwithstanding the termination of our representation, you will remain obligated to pay to us all fees and costs incurred previously.

You agree that we may, in our discretion, maintain all or part of your client file in electronic format. The firm may store part or all of your documents using secure cloud storage services. If so, the firm will apply all reasonable methods to maintain the confidentiality of your files, just as it does for your non-digital information. Your data will be password protected and encrypted using currently available technology. Clients requiring information from their files may obtain that information only by written request to us.

You should know that we may use artificial intelligence tools in our representation of the City of Loma Linda. If we do so, we will ensure that your confidential information is maintained in confidence and that any writing or analysis produced by generative artificial intelligence is edited or confirmed by an attorney before use. If you have any questions or concerns about our use of artificial intelligence tools, please let us know.

You also agree that following termination of our attorney-client relationship, we will not be required to maintain your client file for more than two years. If you ask us to

deliver your file to you, you agree that delivery of an electronic version, together with any materials that cannot be saved electronically, satisfies our obligation to release all your client papers and property to you. Two years after termination of our relationship, and after reasonable notice, you agree that we will be free to destroy your client file, including all electronic records. We may also discharge our obligation to maintain your file before two years expire by mailing a copy to you at your address last known to us. You agree that "reasonable notice" means our mailing a notice of our intent to destroy your client file to you at that address.

I apologize for the formality of this letter, but we are required by California law to provide this information to you in writing. We are also required to inform you that we currently maintain professional liability insurance coverage.

Please review the foregoing and, if it meets with your approval, execute it and return it to me. If you have any questions, please feel free to call me at the direct-dial number above. Thank you for the opportunity to represent you!

Very truly yours,



Michael G. Colantuono

MGC:mgc

On behalf of City of Loma Linda, I agree to retain Colantuono, Highsmith & Whatley, PC to provide legal services as set forth above.

_____ Date:_____, 2023
Signature

By:_____

Title:_____

City of Loma Linda

Regular City Council Staff Report

Prepared By: Lynette Arreola

Council Bill #R-2023-40 - Approving a Loan from Special Projects Construction Fund to Water Acquisition Fund [Finance]

Meeting	Agenda Group	
Tuesday, December 12, 2023, 7:00 PM	Consent Calendar	Item: 3K

From
Sonia Fabela, Finance Director

Approved/Continued/Denied by City Council

Date: _____

RECOMMENDATION:

It is recommended that the City Council adopt Council Bill #R-2023-40, approving a $4,350,000 loan from the City's Special Projects Construction Fund to the Water Acquisition Fund as well as Supplemental Appropriations into the following accounts; Infrastructure account in the amount of $2,008,800, General Fund Overhead account in the amount of $387,000, and Interest Expense account in the amount of $59,200.

BACKGROUND:

During the process of updating the City's Development Impact Fee (DIF) Study and Master Plan, a future need for additional water storage capacity, specifically in the southeast quadrant of town was identified. On March 14, 2023, the City Council awarded contracts totaling $6,302,836 to several companies as well as authorized a contingency amount of $567,000 to initiate the construction of a 1.6 Million Gallon (MG) reservoir. As the construction spanned over two fiscal years, the majority of the work is being completed in fiscal year 2023-2024. The adopted budget for the fiscal year 2023-2024 included an appropriation of $4,500,000 for the construction of a 1.6 MG reservoir as well as $738,100 for the installation of the waterline at Beaumont and Nevada St. for a total of $5,238,100 in the Water Acquisition Infrastructure expense account. Fund balance, estimated development impact fees of $979,600, interest revenue, and an estimated loan from the Special Projects Construction Fund in the amount of $2,500,000 were expected to cover construction costs. Upon review of the anticipated DIF, it was noted that only about 25% of the anticipated revenue will be received by the end of fiscal year 2023-2024.

ANALYSIS:

After analysis of both projects, the year-end estimated amount increased to $6,241,900 for the $1.6 MG reservoir and $1,005,000 for the waterline installation. Due to the increased costs, General Fund Overhead of 19.5% also must be increased by $387,000. As a result of the reduced estimated DIFs as well as increased construction costs and overhead, the loan amount has increased from $2,500,000 to $4,350,000. The requested loan and accrual of interest will commence upon the approval from City Council. Interest will accrue at the Local Agency Investment Fund (LAIF) rate averaged over a six-month period and prorated based on when payments are made. Payments are to be made as DIF funding is available. The estimated accrued interest expense for Fiscal Year 2024 is $59,200.

ENVIRONMENTAL IMPACT:

No environmental impact.

FINANCIAL IMPACT:

Approval of the $4,350,000 loan from the Special Projects Construction fund will ensure available funds for the construction completion of the $1.6 MG reservoir. Approval of supplemental appropriations into the following Water Acquisition accounts:

4387200-51900	General Fund Overhead	$387,000
4387200-58500	Infrastructure	$2,008,800
4387200-58845	Interest Expense	$59,200

Attachments

Resolution - Loan Spec Proj.pdf

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, APPROVING A LOAN FROM THE SPECIAL PROJECTS CONSTRUCTION FUND TO THE WATER ACQUISITION FUND

WHEREAS, the City of Loma Linda is desirous to completing the building of a 1.6 Million Gallon reservoir; and

WHEREAS, the Water Acquisition fund is lacking $4,350,000 to complete the reservoir, and therefore requires a loan to accomplish the payment;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LOMA LINDA CITY COUNCIL THAT:

Section 1. The foregoing recitals are true and correct and constitute a substantive part of this Resolution.

Section 2. The City of Loma Linda hereby approves a loan in the amount of $4,350,000 from the Special Projects Construction Fund to the Water Acquisition Fund. Outstanding principal on the amounts loaned hereunder shall accrue interest at the Local Agency Investment Fund ("LAIF") rate pursuant to Section 16429.1 et seq. of the California Government Code and as computed by the City Treasurer until such amounts have been fully repaid.

Section 3. Said loan shall be repaid to the City's Special Projects Construction Fund at such time as receipts from development impact fees in the Water Acquisition Fund shall permit.

Section 4. This Resolution shall be effective immediately upon adoption.

Section 5. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 12th day of December 2023 by the following vote to wit:

Ayes:

Noes:

Abstain:

Absent:

_____

Phillip Dupper, Mayor

ATTEST:

_____

Lynette Arreola, City Clerk

City of Loma Linda

Regular City Council Staff Report

Prepared By: Lynette Arreola

Appoint Three Historic Commission Members Whose Terms Expired

Meeting	Agenda Group
Tuesday, December 12, 2023, 7:00 PM	New Business Item: 5A

To	From
City Council	Lynette Arreola, City Clerk

Via
T Jarb Thaipejr, City Manager

Approved/Continued/Denied by City Council

Date: _____

RECOMMENDATION:

Make three (3) appointments or reappointments to the Historical Commission as the City Council deems appropriate.

BACKGROUND:

The Historical Commission consists of eight (8) members who serve four-year terms. The Commission prepares recommendations to the City Council pertaining to buildings and sites in the City of historical significance to further preserve the history of the City. A historical preservation ordinance has been adopted by the City Council and the Commission is working on various aspects of the ordinance for implementation. A Historic District has been established. The Historical Commission normally meets bi-monthly (Jan., Mar., May, July, Sept., Nov.) on the first Monday of the month at 5:30 p.m. in the Community Room of the Civic Center.

The Notice and summary of the three (3) member terms of the Historical Commission expiring is attached. The Notice was posted at the three required locations - Civic Center, Library, and Post Office as well as the City's website.

The three members whose terms have expired are: William Coffman, Joseph Frink, and Michael Stewart. The three incumbents expressed interest in reappointment.

The City received four (5) applications:

- William Coffman
- Joseph Frink
- Leland Lubinsky
- W. Michael Stewart
- James Watson

ANALYSIS:

N/A

Attachments

Annual Appointment Notice Historic Commission 10-18-2023.pdf

NOTICE

LOCAL APPOINTMENTS LIST

PLEASE TAKE NOTICE that pursuant to Government Code Sections 54970 et seq., attached is the Historical Commission information, which are appointed by the City Council of the City of Loma Linda, including a list of appointive terms which expired in July 2023, the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position.

APPLICATIONS to serve on the Historical Commission may be obtained from the City Clerk or the City's Website: www.lomalinda-ca.gov and submitted to the City Clerk, City of Loma Linda 25541 Barton Road, Loma Linda, CA 92354. Resumes are encouraged. Application deadline is November 22, 2023.

COMMITTEE APPOINTMENTS will be scheduled for the City Council meeting of December 12, 2023.

HISTORICAL COMMISSION

Vacancies: None
Terms Expired: July 1, 2023

Name	Appointed/Re-appointed
William Coffman	12/13/1994; 8/10/1999; 5/28/2002; 8/22/2006; 8/24/2010; 6/24/2014; 7/10/18;
Joseph Frink	12/8/20 (alternate); 5/11/2021
Michael Stewart	10/26/1999; 5/27/2003; 6/26/2007; 6/28/2011; 6/23/2015

The Historical Commission consists of eight (8) members who serve four-year terms. The Commission prepares recommendations to the City Council pertaining to buildings and sites in the City of historical significance to further preserve the history of the City. An historical preservation ordinance has been adopted by the City Council and the Commission is working on various aspects of the ordinance for implementation. A Historic District has been established.

The Director of Community Development is the City's staff liaison member. The Commission normally meets bi-monthly (Jan., Mar., May, July, Sept., Nov.) on the first Monday of the month at 5:30 p.m. in the Community Room of the Civic Center. Commission Members are required to file a Statement of Economic Interests pursuant to the City's adopted Conflict of Interest Code as mandated by the Political Reform Act and enforced by the Fair Political Practices Commission (FPPC). Statements of Economic Interest are public records.

October 18, 2023