

CITY OF LOMA LINDA
CITY COUNCIL AGENDA

REGULAR MEETING OF MARCH 8, 2016

A regular meeting of the City Council of the City of Loma Linda is scheduled to be held Tuesday, March 8, 2016 in the City Council Chamber, 25541 Barton Road, Loma Linda, California. *Pursuant to Municipal Code Section 2.08.010, study session 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 Loma Linda Branch Library is also provided an agenda packet for your convenience. 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 prior to 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 prior to offering testimony.

The Oral Reports/Public Participation portion of the agenda pertains to items NOT on the agenda and is limited to 30 minutes; 3 minutes allotted for each speaker. Pursuant to 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 prior to 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.

Agenda item requests for the APRIL 12, 2016 meeting must be submitted in writing to the City Clerk no later than NOON, MONDAY, MARCH 21, 2016

A. Call To Order

B. Roll Call

C. Invocation and Pledge of Allegiance –Mayor Rigsby (In keeping with long-standing traditions of legislative invocations, this City Council meeting may include a brief, non-sectarian invocation. Such invocations are not intended to proselytize or advance any one, or to disparage any other, faith or belief. Neither the City nor the City Council endorses any particular religious belief or form of invocation.)

D. Items To Be Added Or Deleted

E. Oral Reports/Public Participation - Non-Agenda Items (Limited to 30 minutes; 3 minutes allotted for each speaker)

F. **Conflict of Interest Disclosure** - Note agenda item that may require member abstentions due to possible conflicts of interest

G. **Scheduled And Related Items**

1. Proclamation “Ronald McDonald House Charities of Southern California Walk for Kids Month”- April 2016 [**Mayor**]
2. Presentation of 2015 Crime Statistics Summary [**Sheriff’s Department**]

H. **Consent Calendar**

3. Demands Register
4. Minutes of February 23, 2016
5. Council Bill #R-2016-10 – Designation of applicant’s agent resolution for non-state agencies to the California Emergency Management Agency [**Fire**]
6. Consulting Services and Support Agreement between City and Allied Telesis, Inc. for one fulltime onsite desktop support specialist [**Assistant City Manager**]

I. **Old Business**

7. Appropriate \$85,000 for additional law enforcement personnel for the remainder of fiscal year 2015-16 and approve the addition of one deputy for fiscal year 2016-17 [**City Manager/Finance**]

J. **New Business**

K. **Reports of Councilmen** (This portion of the agenda provides City Council Members an opportunity to provide information relating to other boards/commissions/committees to which City Council Members have been appointed).

L. **Reports Of Officers** (This portion of the agenda provides Staff the opportunity to provide informational items that are of general interest as well as information that has been requested by the City Council).

8. Report pertaining to recent outbreak of disease affecting citrus [**Assistant City Manager**]
9. Mission Historic District [**Historic Commission**]

M. **Adjournment**



City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Phillip Dupper, Mayor pro tempore
Ovidiu Popescu, Councilman
Ronald Dailey, Councilman
John Lenart, Councilman

COUNCIL AGENDA: March 8, 2016

TO: City Council

SUBJECT: Proclamation "Ronald McDonald House Charities of Southern California Walk
for Kids Month" – April 2016

Approved/Continued/Denied By City Council Date _____
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CITY OF LOMA LINDA, CA

PROCLAMATION

“Ronald McDonald House Charities of Southern California Walk for Kids Month”

April 2016

WHEREAS, the Ronald McDonald House Charities of Southern California provides comfort, care and support to children and families throughout the Southland; and

WHEREAS, Ronald McDonald Houses in Bakersfield, Loma Linda, Long Beach, Los Angeles, Orange County and Pasadena provide low cost, often free, temporary housing to families with children receiving treatment at local hospitals and medical centers; and

WHEREAS, Ronald McDonald Family Rooms at CHOC Children’s Hospital in Orange and Mission Viejo offer parents a place to sleep, shower and eat inside of hospitals – mere steps from their child who is receiving treatment in the hospital’s pediatric or neonatal intensive care units; and

WHEREAS, Camp Ronald McDonald for Good Times near Idyllwild provides children with cancer an opportunity to process their diagnosis and restore their self-esteem while learning independence; and

WHEREAS, Ronald McDonald House Charities of Southern California will work to ensure that no family in need of its services are denied by hosting simultaneous non-competitive 5K walks to raise funds for the meaningful programs that have supported children and families in the community for more than 35 years;

NOW, THEREFORE, I, Rhodes Rigsby, Mayor of the City of Loma Linda, on behalf of the entire City Council, do hereby proclaim April 2016 as

“Ronald McDonald House Charities of Southern California Walk for Kids Month”

in the City of Loma Linda and encourage citizens to support the Ronald McDonald House Charities of Southern California as they strive to create a community where children and their families embrace life and healing with a sense of hope, enthusiasm, courage and joy.

SIGNED this 8th day of March 2016.

Rhodes Rigsby, Mayor



February 25, 2016

Loma Linda City Council
c/o Scheduling Office
10 Civic Center Plaza
Santa Ana, CA 92701

Dear Loma Linda City Council:

Last year, more than 10,000 Southern California residents came out for the Ronald McDonald House Charities of Southern California (RMHC of Southern California) Walk for Kids event, supporting the families of critically-ill children and keeping them close by and together during treatment. This year, we expect the walk to be an even bigger success with more locations, attracting more businesses, community groups, families and friends than ever before.

On behalf of RMHCSC, we cordially invite you to attend this year's Walk for Kids on **Sunday, April 3** at 8 a.m. at one of the four event locations:

- Exposition Park (700 Exposition Park Dr., Los Angeles, Calif., 90037)
- Honda Center (2695 E. Katella Ave., Anaheim, Calif., 92806)
- Citizens Business Bank Arena (4000 E. Ontario Center Pkwy, Ontario, Calif. 91764)
- Central Park (275 S. Raymond Ave, Pasadena, CA 91105)
- Shoreline Park (200 Aquarium Way, Long Beach, Calif., 90802) **April 24, 2016**

This special event engages adults and children at all fitness levels – many of whom have benefited from the services of the RMHC of Southern California – to participate in a 5K (3.1 mile) non-competitive walk to raise funds for the meaningful programs that have supported children and families in the community for more than 35 years.

Walk for Kids is designed to raise funds for and awareness of RMHC of Southern California and its programs, including Ronald McDonald Houses in Bakersfield, Loma Linda, Long Beach, Los Angeles, Orange and Pasadena; Ronald McDonald Family Rooms at CHOC Children's Hospital in Orange and Mission Viejo; and Camp Ronald McDonald for Good Times® near Idyllwild. With the goal of being able to touch even more families in meaningful ways, Walk for Kids helps us create a community where children and their families embrace life and healing with a sense of hope, enthusiasm, courage and joy.

We sincerely hope that you will be able to join us, however if you are unable to attend, we would welcome a proclamation naming **April 2016 "Walk for Kids Month"** and have provided suggested verbiage below for your convenience.

I will follow up to determine your interest and availability, but can be reached at 310-754-4126 or Jaime.Botello@porternovelli.com should you have questions or need additional information. Thank you for your time and we look forward to hearing back.

Many thanks,

Jaime Botello
On behalf of Ronald McDonald House Charities of Southern California



City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Phillip Dupper, Mayor pro tempore
Ovidiu Popescu, Councilman
Ronald Dailey, Councilman
John Lenart, Councilman

COUNCIL AGENDA: March 8, 2016

TO: City Council

VIA: T. Jarb Thaipejr, City Manager

FROM: Pamela Byrnes-O'Camb, City Clerk

SUBJECT: Minutes of February 23, 2016

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION

It is recommended that the City Council approve the minutes of February 23, 2016

City of Loma Linda

City Council Minutes

Regular Meeting of February 23, 2016

A regular meeting of the City Council was called to order by Mayor Rigsby at 7:03 p.m., Tuesday, February 23, 2016, in the Council Chamber, 25541 Barton Road, Loma Linda, California.

Councilmen Present: Mayor Rhodes Rigsby
Mayor pro tempore Phill Dupper
Ovidiu Popescu
Ron Dailey
John Lenart

Councilmen Absent: None

Others Present: City Manager T. Jarb Thaipejr
City Attorney Richard Holdaway

Councilman Lenart led the Invocation and Pledge of Allegiance. No items were added or deleted; no public participation comments were offered upon invitation of the Mayor. See Item CC-2016-020 regarding conflicts of interest.

CC-2016-019 - Consent Calendar

Motion by Dailey, seconded by Popescu and unanimously carried to approve the following items.

The Demands Register dated February 23, 2016 with commercial demands totaling \$471,492.11 and payroll demands totaling \$245,653.68.

The Minutes of February 9, 2016 as presented.

Old Business

CC-2016-020 - Council Bill #O-2016-01 (Second Reading/Roll Call) – Zone Change 15-101 from Single-Family Residence (R-1) to Institutional (I) for two adjacent parcels west of FMO Parking Structure

Pursuant to prior Rule of Necessity determination, Councilmen Rigsby and Popescu left the Council Chamber; Councilmen Dailey and Lenart remained with Mayor pro tempore Dupper to constitute a quorum and vote.

Mayor pro tempore Dupper chaired the item. Assistant City Manager Bolowich presented the item, stating that the proposed Ordinance was introduced on January 26; that the zone change related to the FMO Parking Structure and the two parcels to the west of the property incorporated into the FMO Project. In response to questions, he indicated that the two single-family residences had been razed.

Motion by Dailey, seconded by Lenart and unanimously carried to waive reading of Council Bill #O-2016-01 in its entirety, direct the Clerk to read by title only and call the roll.

The Clerk read the title and called the roll with the following results:

Ayes: Dupper, Dailey, Lenart
Noes: None
Abstain: Rigsby, Popescu
Absent: None

Ordinance No. 731

An Ordinance of the City Council of the City of Loma Linda amending the Official Zoning Map of the City of Loma Linda from Single-Family Residence (R-1) to Institutional for parcels located at 24794 (APN 0284-282-01) and 24795 Daisy Street (APN 0284-283-05) (ZMA 15-101)

Mayor Rigsby and Councilman Popescu returned.

New Business

CC-2016-021

LLHA-2016-005 – Joint meeting of the City Council and Housing Authority Board regarding 2015-2016 Mid-Year Budget Review including expenditure appropriations and revenue adjustments

The Housing Authority Board was called to order at 7:09 p.m. with all members present. City Manager Thaipejr presented the item, stating that the Mid-Year Budget with the recommended changes was presented to

the Budget Committee on February 17.

He went on to say that as a result of operations for fiscal year 2014-2015, there was a change of \$1,988,367 in the general fund beginning available balance, with approximately \$1 million coming from additional revenues with significant increases in taxes and miscellaneous revenues and about \$900,000 in expenditure savings in all governmental functions.

Mr. Thaipejr then explained that the deficit spending of \$993,500 in the General Fund was due to the increase in appropriations previously approved by the City Council for deferred repairs and maintenance, one-time equipment purchases, El Nino storm protection measures, and the purchase of a new fire engine.

He indicated that revenue would increase by \$272,000 for reimbursement for fire personnel serving on various strike teams and an expenditure of \$480,000 for fire overtime, personnel re-allocation, repairs and maintenance and necessary equipment purchases that will be reimbursed. It was anticipated that there would still be a fund balance increase of \$757,000 from last year.

He then addressed the Water Fund and stated that because of the drought and water conservation measures, revenue had decreased; that in 1995, the City issued bonds for the reservoir and as part of that agreement with the financial institution, the City's revenue must be maintained at 125 percent of the operating expense. The Five-Year Rate Study was to increase revenue by 18 percent.

The Landscape Maintenance District also operated at a deficit because the initial 58 annexations to the LMD did not contain an escalation clause; therefore expenditure reductions and subsidy from the General Fund were needed to offset the deficit.

The Sewer Fund was also operating in a deficit position; however, sewer rates were recently increased and it would take a few years before reduction in the deficit will be realized.

Finance Director DeAnda confirmed that there was significant savings in expenditures from last year as well as additional revenue due to the timing of a tax receipt adjustment for Mansfield Oil.

Councilman Popescu indicated that at the last meeting there was considerable discussion about increasing Sheriff's services. Mr. Thaipejr responded that one deputy was added last year and is being funded through an overtime pay process; at the last meeting cost of an additional deputy was discussed; that the Sheriff's Department would have 2015 figures available in March; that additional revenue from Mansfield, a new hotel and a Mazda auto dealership will provide revenue for the addition of another deputy. In addition, the VA Medical Clinic will be opening in August as well as new restaurants near the Shell Station on Mt. View Avenue and a new subdivision of homes will provide Development Impact Fees.

An extensive discussion ensued pertaining to law enforcement. Lt. O'Brine responded to questions.

Councilman Dailey requested a line graph showing the calls for service, types of crimes, etc. Mayor pro tempore Dupper spoke about changes in law enforcement that impact contract cities, such as the process and time it takes to book a suspect at the jail so that there is less opportunity for pro-active policing; therefore it was necessary to plan ahead to avoid major impacts to the community. He expressed frustration that the agenda did not include the addition of a deputy as had previously been discussed, and requested that an item appear on the next agenda to address that issue.

A portion of the Minutes of the February 9 meeting relating to law enforcement was read.

Motion by Popescu, seconded by Lenart and unanimously carried to approve the expenditure appropriations and revenue adjustments as presented.

The Housing Authority Board recessed at 7:45 p.m. to allow completion of the City Council Agenda.

Reports of Councilmen

Mayor Rigsby commented on participation of the San Bernardino International Airport Authority in the Mt. View Avenue improvements north of the I-10 Freeway to ease impacts of increased traffic due to development and contact with Caltrans regarding timing of signals at Mt. View Avenue and the I-10 Freeway.

Councilman Dailey requested information regarding a disease attacking citrus trees, noting that homeowners often had citrus as part of their landscape plan.

The meeting adjourned at 7:53 p.m.

Approved at the meeting of _____, 2016.

City Clerk



City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Phillip Dupper, Mayor pro tempore
Ovidiu Popescu, Councilman
Ronald Dailey, Councilman
John Lenart, Councilman

COUNCIL AGENDA: March 8, 2016
TO: City Council
FROM: Jeff Bender, Fire Chief
VIA: T. Jarb Thaipejr, City Manager
SUBJECT: Designation of Applicant's Agent Resolution for Non-State Agencies to California
Emergency Management Agency (Cal-EMA).

Approved/Continued/Denied By City Council Date _____
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RECOMMENDATION:

It is recommended that the City Council adopt Council Bill #R-2016-10.

BACKGROUND

When a State or Federal Declaration of Disaster is made, that act can sometimes open the doors to Disaster Recovery funding. If the City of Loma Linda has damages or costs associated with responding to an incident that has been recognized as a declared disaster, we can apply for funding to help recover or be reimbursed for expenses.

The process of petitioning for this funding requires an action by an authorized body or agent of the City of Loma Linda. Past disaster declarations have required an action by the City Council in absence of having previously designated authorized agents of the City with Cal-EMA.

ANALYSIS

On December 18, 2015, a Governor's Proclamation was issued in response to San Bernardino County's local proclamation requesting assistance to help the community as it recovers from the December 2, 2015, Waterman Terrorist Incident. This Governor's Proclamation allows for state disaster aid under the California Disaster Assistance Act (CDAA) in San Bernardino County for the Waterman Terrorist Incident (Disaster # CDAA 2015-06).

Adoption of this resolution will formally designate the City Manager, T. Jarb Thaipejr, Assistant City Manager Konrad Bolowich or Fire Chief Jeffrey Bender as authorized agents to execute Disaster Funding applications for this and future incidents. This would allow the City to be able to act quickly when these funding sources become available. Designations established by this resolution are good for three years, but can be changed by the City Council at any time.

Staff has completed the application for reimbursement for City of Loma Linda costs associated with the December 2, 2015 incident. Adoption of this resolution will allow the submission of this application and formally designate authorized agents to apply for future disaster funding.

FINANCIAL IMPACT

The City of Loma Linda spent approximately \$5,500 in personnel costs in support of the Waterman Incident. Adoption of this resolution will allow submission of our application for reimbursement of this \$5,500.

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE City Council OF THE City of Loma Linda
(Governing Body) (Name of Applicant)

THAT City Manager, OR
(Title of Authorized Agent)
Assistant City Manager, OR
(Title of Authorized Agent)
Fire Chief
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Loma Linda, a public entity
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Emergency Management Agency for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Loma Linda, a public entity established under the laws of the State of California,
(Name of Applicant)

hereby authorizes its agent(s) to provide to the California Emergency Management Agency for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and futures disasters up to three (3) years following the date of approval below.
 This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 8th day of March, 2016

Rhodes Rigsby, Mayor

(Name and Title of Governing Body Representative)

Phillip Dupper, Mayor Pro Tempore

(Name and Title of Governing Body Representative)

Ovidiu Popescu, Councilman

(Name and Title of Governing Body Representative)

CERTIFICATION

I, Pamela Byrnes-O'Camb, duly appointed and City Clerk of
(Name) (Title)

City of Loma Linda, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the City Council of the City of Loma Linda
(Governing Body) (Name of Applicant)

on the 8th day of March, 2016.

(Signature)

(Title)



City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Phillip Dupper, Mayor pro tempore
Ronald Dailey, Councilman
John Lenart, Councilman
Ovidiu Popescu, Councilman

COUNCIL AGENDA: March 8, 2016

TO: City Council

FROM: Konrad Bolowich, Assistant City Manager

SUBJECT: IT Support services with Allied Telesis for LLCCP

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that the City Council approve an agreement for support services for the LLCCP.

BACKGROUND

Allied Telesis is a global leader in the manufacture, installation, and operation of hardware and software in internet service provider market. They have been an integral partner with The LLCCP in the creation of, and continued operation of the program. The LLCCP is in negotiation to transfer operations of the LLCCP to Allied Telesis. In the interim, there is a requirement for desktop and help desk support as well as network administration.

ANALYSIS

This agreement will provide support services on an hourly basis for the remainder of the fiscal year as negotiations are concluded. This is in lieu of hiring a full time or contract employee for this transitional period. Allied Telesis has a staff of experienced technicians who will be available to assist City staff in day to day operation as well as for emergency support.

ENVIRONMENTAL

There is no environmental impact

FINANCIAL IMPACT

Funding will be provided from account 40-5900-1820. Funds were appropriated as part of the mid-year budget.

CONSULTING SERVICES AND SUPPORT AGREEMENT

EXHIBIT A

I. OVERVIEW

This Consulting Services Agreement defines the services that Allied Telesis, Inc. (ATI) will deliver to City of Loma Linda. As this is an hourly consulting agreement, a subject matter expert (SME) will be made available to support City of Loma Linda's needs; however this contract **does not** guarantee any specific project outcome, define tasks to be completed, or provide any specific deliverables. Work items will be delegated and agreed upon between the City of Loma Linda and the ATI provided SME on a per incident / daily basis.

II. SCOPE

ATI will provide the City of Loma Linda with (1) fulltime onsite **Desktop Support Specialist** (DSS). This individual will take assignment direction directly from a designated City of Loma Linda contact, and will report to said individual task status and issues. The primary function of the DSS is to support all internal city end-user trouble tickets for phones, computers, cell devices and tablets. The DSS will support Windows/Apple IOS operating systems, as well as handle Setup/Moves/Add/Changes of personnel and end-user devices. The DSS may also be tasked with FTTH end-user training for commercial and residential installations.

Best Practice methodologies will be followed by ATI in the execution of the work items agreed upon, and the amount of time required to both consult with the Client and complete the agreed upon work items will be accurately reported and decremented from the total available hour pool post completion, by the ATI assigned engineer(s).

Should the Desktop Support Specialist determine that an issue requires assistance from a Network System Admin (NSA) or a Network Engineer (NE), the DSS will—and without prior approval—contact ATI's designated City of Loma Linda NSA and/or NE for further support. The Network System Admin or Network Engineer may dispatch to site if the need arises (at no additional charge to the Client), and all functions performed by the NSA or NE are billed at a separate rate from that of the Desktop Support Specialist (rates are shown in section IV below).

The **Network Engineer's** primary functions are: Manage and support existing ATI hardware. Internal city network and FTTH network support. Firewall and commercial / residential trouble tickets concerning network issues. Support the needed \$650K of ATI hardware upgrades to provide a complete 10Gig+ backbone and remove Extreme switches/routers from the LLCCP network.

The **System Admin's** primary functions are: Manage Internal 20+ application servers. Start hosted to Cloud Services by application. Work existing internal billing systems, email servers, and hosted application servers.

VMWare conversion of hosted servers to VM-Ware CPU allocations, and conversions to CPU allocation instances.

III. TIME LOGS AND REPORTING

The DSS is a fulltime, onsite, contracted employee of the City of Loma Linda. His or her time will be recorded in 1 hour increments and reported to the City's designated contact on a weekly basis.

The NSA is an "as-needed" resource. If the NSA is engaged by the DSS in a given week, the NSA's time will be captured on the weekly time-log presented to the City's designated contact, along with the DSS's time.

All time captured is straight time. No additional heightened rates apply with regards to overtime, weekends, or holiday work.

IV. PRICING SUMMARY AND INVOICE PROCEDURES

Onsite Desktop Support Specialist:	\$75hr
Onsite or Remote Network System Admin:	\$130hr
Onsite or Remote Network Engineer:	\$130hr
NSA or NE Dispatch:	Free
Overtime, Weekends, Holidays:	Original rates apply

Prior to services being rendered, a valid purchase order must be issued to ATI and this agreement must be signed by the City of Loma Linda. The purchase order must reference the following part numbers and quantities:

Hours consumed will be reported to the City of Loma Linda on a weekly basis. An invoice for the prior month's hours will be issued the first week of the subsequent month.

V. NON-DISCLOSURE STATEMENT

This Services Agreement shall not be disclosed outside City of Loma Linda and shall not be duplicated, used or disclosed – in whole or in part – for any purpose other than to evaluate this agreement or quotation. If, however, a contract is awarded to this offer or quote as a result of – or in connection with – the submission of this data, City of Loma Linda shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit City of Loma Linda's right to use information contained in this data if it is obtained from another source without restriction.

VI. APPROVAL TO PROCEED

The undersigned parties each understand and agree that this Agreement accurately sets forth the services that ATI will provide for City of Loma Linda.

(Signature)
City of Loma Linda

(Print Name)

Date

Allied Telesis, Inc.

Date

EXHIBIT B

TERMS AND CONDITIONS

- 1 **Term.** The term of this Agreement shall commence on the Effective Date and, unless earlier terminated, shall continue until the completion of the Services ("**Term**").
- 2 **Services.**
 - 2.a **Retention.** For the Term, **CUSTOMER** hereby non-exclusively retains **ATI**, and **ATI** shall perform on behalf of **CUSTOMER** the Services, which are defined on attached exhibits. The work to be performed according to all exhibits attached hereto, including the duties specified as the Exhibit A Services, together with the duties specified in subsequent exhibits (if any) shall collectively be considered the "**Services**." **ATI**'s performance under this Agreement shall be conducted with due diligence and in full compliance with the highest professional standards of practice in the industry. **ATI** shall comply with all applicable laws and safety rules in the course of performing the Services. If **ATI**'s work requires a license, **ATI** shall obtain that license prior to commencing the Services, and that license shall be in full force and effect.
 - 2.b **ATI's Sole Discretion.** **CUSTOMER** shall not obligate, directly or indirectly, **ATI** to take any action with regard to any third party. Nothing herein shall be construed to obligate **ATI** to discuss, negotiate, execute agreements or have any other contact with any party.
- 3 **Payment.** **ATI** shall be paid for the Services as set forth in Exhibit A (and as set forth in subsequent exhibits, if any).
- 4 **Confidentiality.**
 - 4.a Except as otherwise provided in this Agreement, all Confidential Information, as defined herein, disclosed by either Party is considered confidential and: (a) shall remain the exclusive property of that Party; (b) shall be used by the other Party only in connection with its performance under this Agreement; and (c) shall be maintained in strict confidence by both Parties. "**Confidential Information**" means any intellectual property, technical information, code, hardware, formula, pattern, program, method, marketing program, profitability, corporate strategy, technique, process, design, sketch, artwork, material, business plan, **CUSTOMER** or personnel list, and financial statement disclosed by either Party or any other information which would reasonably be construed as confidential under the circumstances of disclosure. Confidential Information shall include, without limitation, information disclosed in connection with this Agreement, but shall not include information that: (i) is now or subsequently becomes generally available to the public through no wrongful act or omission of either Party; or (ii) is independently developed by either Party without use, directly or indirectly, of any Confidential Information.
 - 4.b Except as contemplated by this Agreement or as specifically authorized by **ATI** in writing, and except as required by law, **CUSTOMER** shall not reproduce, use, distribute, disclose or otherwise disseminate Confidential Information. Upon expiration or termination of this Agreement or upon request by **ATI**, **CUSTOMER** shall, within five (5) days after such expiration, termination or request, deliver to **ATI** all Confidential Information (including copies) then in its custody, control or possession.
- 5 **Inventions.**
 - 5.a **ATI** will be the sole owner of all domestic and foreign rights pertaining to the Inventions.
 - 5.b **CUSTOMER** acknowledges and agrees that all of the Inventions (including all intellectual property rights, including but not limited to, patent rights and rights of copyright therein) will be the sole and exclusive property of **ATI** and that **ATI** has the exclusive right to prepare derivative works of such Inventions. **CUSTOMER** understands and agrees that **ATI** shall have the sole right to determine the treatment of any such Invention, including the right to keep the same as trade secrets, to file and execute patent applications thereon, to use and disclose the same without prior patent application, to file registrations for copyright or trademark thereon in its own name, or to follow any other procedure that **ATI** deems appropriate.
- 6 **Publicity.** **ATI** agrees that it will not, without the prior written consent of **CUSTOMER** in each instance: (i) use in advertising, publicity or otherwise (including, without limitation, on the Internet) the name of **CUSTOMER** or its domain names, trademarks, trade names, symbols or any abbreviation or contraction thereof; or (ii) represent, directly or indirectly, that any product or service offered by **ATI** has been approved by or endorsed by **CUSTOMER**.

7 **Consultation for Other Companies.** ATI shall not be obliged to work full time for CUSTOMER, and is free to serve as consultant to other Companies.

8 **Non-Solicitation.** During the Term of this Agreement and for one (1) year thereafter, CUSTOMER will not encourage or solicit any person who is an employee or consultant of ATI at the time of the solicitation to leave ATI for any reason.

9 **Relationship.** Both Parties are independent contractors.

10 **Warranties.** During the Term of this Agreement, each Party represents and warrants that:

10.a It is free to enter into this Agreement and does not have and will not have any contract or obligation that will conflict herewith and that this Agreement.

10.b It shall act in a business-like manner and devote commercially reasonable efforts in its obligations hereunder, including without limitation the Services, and shall take no action that is harmful to either Parties' interests or goodwill.

10.c It shall comply with all applicable laws, including any workers' compensation laws, and shall conduct itself in an ethical manner.

10.d It shall not hold itself out as having any power on behalf of the other Party.

10.e It shall bear all of its costs and liabilities for all actions it takes hereunder (including without limitation those for the Services).

10.f The Services, Inventions and ATI's work product in accordance with this Agreement will not violate any intellectual property rights, including but not limited to, patent, copyright, trademark and trade secret rights, or any other rights, of any third party.

11 **Free Will.** Both parties have read the Agreement carefully, have sought the advice of counsel, and understand and accept the obligations that it imposes without reservation.

12 **Indemnity.** In addition to any other indemnification requirements specifically noted in this Agreement, CUSTOMER shall indemnify and hold harmless ATI, its officers, directors, employees and agents, and its indirect and direct parent companies and such companies' indirect and direct affiliates and subsidiaries, from and against any and all claims, actions, suits, proceedings, costs, expenses (including court costs and attorney's fees), damages, obligations, penalties, injuries and liabilities arising out of,

connected with or resulting from any suit, claim or proceeding brought against CUSTOMER which results from, arises from, or is related in any way to ATI's actions or omissions, or from breach of any term or condition of this Agreement.

13 **Termination.**

13.a Either party may terminate this Agreement by reason of any breach of a warranty or an uncured material breach by the other of any obligation hereunder, which breach is not remedied within thirty (30) days following receipt of written notice thereof; or

13.b Either Party may terminate this Agreement, or any portion thereof, with thirty (30) day- notice at any time for any reason.

14 **Effect of Expiration or Termination.**

14.a In the event of termination or expiration of this Agreement for any reason, Sections 4, 5, 6, 7, 9-14, and 16-20 shall survive, and the provisions of said Sections shall be valid in any situation, including if this Agreement expires or is terminated for any reason. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

14.b Immediately upon ATI's request, upon completion of the Services, or upon expiration or termination of this Agreement for any reason (whichever occurs first), CUSTOMER shall promptly deliver to ATI all of the Confidential Information, Inventions and ATI's work product resulting from the Services (including without limitation all works made for hire).

15 **Injunctive Relief.** CUSTOMER acknowledges that any violation of Sections 4 through 8 above will constitute a material breach of this Agreement and will cause substantial harm to ATI for which damages would not be a fully adequate remedy. Therefore, in the event of any such breach, in addition to other available remedies, ATI shall have the right to obtain injunctive relief.

16 **Assignment.** CUSTOMER may not assign, in part or in whole, this Agreement, and any attempted assignment shall be considered null and void. ATI may assign this Agreement in whole or in part, in its sole discretion.

17 **Choice of Law and Jurisdiction.** This Agreement shall be governed as to all matters, including validity, construction, and performance, by and under the laws of California, and courts of such jurisdiction shall have exclusive jurisdiction to all disputes, controversies, or differences that may arise between the parties hereto, in relation to or in connection with this Agreement. The

Parties hereby consent to personal jurisdiction in such jurisdiction, and agree to waive any legal objections they may have regarding service of process effected by any reasonable means. However, notwithstanding the foregoing, nothing in this Agreement shall prevent a party from seeking injunctive relief or a restraining order in so far as allowed by the terms of this Agreement from a court of competent jurisdiction in anywhere in the world where such injunctive relief or restraining order shall be applied.

18 General Provisions.

- 18.a Final Agreement. This Agreement sets forth the entire and final agreement and understanding of the parties with respect to the subject matter hereof. Any and all prior agreements or understandings, whether written or oral, with respect to the subject matter of this Agreement are terminated.
- 18.b Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties agree that the court making the determination of invalidity or unenforceability shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified.
- 18.c Amendments and Waivers. No amendment or waiver of any provision of this Agreement shall be valid unless the same shall be in writing (excluding email or the like) and signed by each of the parties. No waiver by either party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
- 18.d Notice. Any notice or other communication, if any, required hereunder will be effective only if given in writing, evidenced by a delivery receipt, and personally delivered or sent by facsimile, overnight courier, or mail, postage prepaid to the addresses shown above. Any notice or other communication if given personally will be
- 18.k Legal Fees. The substantially prevailing party in any dispute arising between the parties will be entitled to

effective upon the date shown or the delivery if given receipt.

- 18.e Captions. The captions in this Agreement are for convenience only and will not be considered a part of, or be deemed to affect the construction or interpretation of, any provision of this Agreement.
- 18.f Counterparts and Facsimile Signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. An executed copy of this Agreement that is received electronically by one party from the other party shall be deemed and treated as the original. As used herein, the phrase 'received electronically' shall mean that the Agreement may be received by facsimile or email and that either or both parties may store such Agreement (including the signatures hereto) in any electronic format that will accurately reproduce the content of this Agreement at the time that it was executed (e.g., rightfax, PDF, etc.). This Agreement may be executed by facsimile signature. This Agreement shall not be deemed an offer and shall not be binding unless signed by a duly authorized representative or officer of each party hereto, and after both executed counterparts are received by each party.
- 18.g Expenses. Each party shall bear its own costs and expenses (including legal fees and expenses), unless otherwise explicitly noted in this Agreement, incurred in connection with this Agreement and any transactions contemplated hereby.
- 18.h Construction. The language used in this Agreement has been fully negotiated by both parties and shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against either party. Any reference herein to "including" shall be interpreted as "including without limitation."
- 18.i United States Government Requirements. ATI shall be subject to and bound by those Federal Acquisition Regulations (FAR), Agency Acquisition Regulations (AAR) and the Procurement Integrity Act clauses and provisions which are obligated by law by all federal contractors and their subcontractors. Such clauses and provisions are made a part of this Agreement and ATI agrees to execute any certifications required by law or regulation.
- 18.j Limitation of Liability. In no event will either party be liable under or in connection with this Agreement for any lost profits and/or incidental, consequential, special, exemplary, and/or punitive damages. receive its reasonable attorney's fees and out-of-pocket costs incurred in connection with any proceeding relating

to such dispute, in addition to any other relief it may be awarded.

- 18.l Export. **CUSTOMER** agrees not to export, directly or indirectly, any U.S. origin Deliverables or technical data

acquired from Allied Telesis, Inc. to countries outside the United States in violation of the United States export laws or regulations.



City of Loma Linda Official Report

Rhodes Rigsby, Mayor
Phillip Dupper, Mayor pro tempore
Ronald Dailey, Councilman
Ovidiu Popescu, Councilman
John Lenart, Councilman

COUNCIL AGENDA: March 8, 2016
TO: City Council
FROM: T. Jarb Thaipejr, City Manager T.J.T.
SUBJECT: Approve Appropriation of \$85,600 for Sheriff Department
Additional Personnel for Current Fiscal Year and Approve an
Additional Deputy Sheriff Position for Fiscal Year 2016-17.

Approved/Continued/Denied
By City Council
Date _____

RECOMMENDATION

It is recommended that City Council approve an appropriation of \$85,600 from General Fund Reserve balance into expenditure account 01-2000-1830, Police Services – Contractual Agreements, for additional personnel for remainder of Fiscal Year (FY) 2015-16. Then it is recommended that City Council approve an additional deputy position for FY 2016-17.

BACKGROUND

City Council has given direction to increase police services staffing level. City Council requested a cost proposal to provide an additional 40 hours of sheriff deputy services for the remainder of this fiscal year and then the cost for a permanent position for fiscal year 2016-2017. City Council further authorized utilizing reserve funds to cover the cost of the Sheriffs' contractual services.

ANALYSIS

The Sheriffs' Department looked at options to provide additional service for the remainder of this fiscal year. The best alternative they were able to offer is additional man-hours. The man hours would be available as needed for an estimated cost not to exceed \$94,000. An additional deputy sheriff position, beginning July 1, 2016 with all equipment, support and backfill coverage, would cost \$256,600 annually. This proposal provides an extra 40 hours of patrol coverage per week.

FINANCIAL IMPACT

Appropriate \$85,600 from General Fund Reserve balance into expenditure account 01-2000-1830, Police Services – Contractual Agreements. Additional permanent position would require an estimate of \$256,600 be included in FY 2016-17 Budget.