



**CITY OF LOMA LINDA**  
**CITY COUNCIL AGENDA**  
**REGULAR MEETING OF JULY 11, 2023**  
**7:00PM**

**IN THE EMERGENCY OPERATIONS CENTER (EOC)**  
**(Council Chambers under construction)**

A regular meeting of the City Council of the City of Loma Linda is scheduled in the **Emergency Operations Center (EOC)**, 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](http://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](http://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.

***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](mailto:larreola@lomalinda-ca.gov) or (909) 799-2819.***

A. **Call To Order**

B. **Roll Call**

C. **Workshop - 5:30 pm**

Technology & managing risks in Social Media (email, internet blogs and cell phones) [**Scott Grossberg**]

D. **Invocation and Pledge of Allegiance** – Councilman 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.)

E. **Items To Be Added Or Deleted**

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

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

H. **Scheduled and Related Items**

1. **Public Hearing – Council Bill #R-2023-28** – Adopt Resolution determining the cost related to the Spring 2023 Weed Abatement Program. [**Fire**]

I. **Consent Calendar**

2. Demands Register
3. Treasurer's Report – June 2023
4. Fire Department's Activity Report – June 2023
5. Amendment to San Bernardino Basin Groundwater Council Framework Agreement [**Public Works**]
6. Reject all bids for installation of electrical wiring for the generator (CIP 21-858) [**Public Works**]
7. Award contract to Universal Construction & Engineering for installation of ADA access ramps and sidewalks at various locations for \$294,915.00 (CIP 23-114) [**Public Works**]
8. Award contract to Tuckfield and Associates for Professional Services to prepare a Water and Sanitary Sewer Rate Study for \$34,200.00 [**Public Works**]
9. Award contract to A & F Engineering Group, Inc., for electrical engineering services for the Sewer Lift Station for \$13,000.00 [**Public Works**]
10. Award contract to Michel Angela Petersen to fabricate and install a ceramic tile mural at Leonard Bailey Park for \$24,400.00 [**Public Works**]
11. Award contract to Cloud Driven Solutions (CDS) for Agenda Management software program for \$22647.00 [**Administration**]

12. Award contract to TechStrata for Endpoint Protection Software for \$21,200 [**Information Systems**]
13. Accept as complete and authorize recordation of Notice of Completion for the purchase and installation of seven (7) traffic signal battery backup systems by St. Francis Electric, Contractor [**Public Works**]
14. Accept offsite improvements for Tract 19963, Phase I, located on the west side of New Jersey Street between Citrus Avenue and Orange Avenue - KB Homes, Developer [**Public Works**]
15. **Council Bill #R-2023-29** – Adopt Resolution updating the City of Loma Linda Emergency Operations Plan (EOP) – [**Fire**]
16. Re-appropriate \$355,600.00 from unspent encumbered funds from Fiscal Year 2022-23 into FY 2023-24 for items/services not received in Fiscal Year 2022-23 [**Fire**]
17. Re-appropriate unspent funds from Fiscal Year 2022-23 to Fiscal Year 2023-24 for Public Works projects and purchases [**Public Works**]

**J. Old Business**

**K. New Business**

18. Appoint member to the vacant seat in the Historic Commission [**City Manager**]

**L. Reports of Council Members** (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).

**M. 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).

**N. Adjournment**

**POSTING**

I, Lynette Arreola, City Clerk, do hereby certify and declare that on the 6th day of July, 2023, I caused this agenda to be posted at the following three (3) locations, to-wit:

1. Loma Linda Branch Library, 25581 Barton Road, Loma Linda, California
2. City Council Chambers, 25541 Barton Road, Loma Linda, California
3. U. S. Post Office Annex, Newport Avenue, Loma Linda, California



Lynette Arreola, City Clerk  
City of Loma Linda, California

# **CITY COUNCIL AGENDA PACKET**

## **AGENDA ITEM NO 1**



# City of Loma Linda Official Report

Phill Dupper, Mayor  
Ronald Dailey, Mayor pro tempore  
Rhodes Rigsby, Councilman  
John Lenart, Councilman  
Bhavin Jindal, Councilman

CITY COUNCIL AGENDA: July 11, 2023  
TO: City Council  
FROM: Dan Harker, Fire Chief  
VIA: T. Jarb Thaipejr, City Manager  
SUBJECT: Council Bill #R-2023-28 Spring 2023 Weed Abatement Program

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

## RECOMMENDATION

It is recommended that the City Council: Receive the report of the **Spring 2023 Weed Abatement Program**, approve the report and accounting of costs, and adopt the accompanying Resolution establishing liens and assessments on the properties.

## BACKGROUND

The California Fire Code, 2022 edition, Section 304, adopted and amended by Loma Linda Municipal Code, Chapter 15.28, establishes the authority for removing combustible vegetation when it is determined to be a fire hazard. Section 304.1.2 states "Weeds, litter, flammable waste, grass or other vegetation capable of being ignited and endangering property shall be cut down and removed by the owner or occupant of the premises." Vegetation clearance requirements in the wildland-urban interface areas shall be in accordance with Chapter 49.

## ANALYSIS

The Spring 2023 Weed Abatement program began on **April 3rd – 4th, 2023** with an initial inspection of approximately 300 parcels. Pursuant to Sections 104.5 of the International Fire Code, **243** Notices to Clean Property, Exhibit "A", were sent by regular mail on **April 11th, 2023** to the **OWNER OF RECORD** as provided by the County Assessor's office. **12 letters were returned to sender.** Returned notices were posted on the physical properties for owner of record to see. Updated property owner information by checking current records on hand with the assessor's office. If any changes for property owner occurred a notice was generated manually, sent to the corrected address by certified mail, and the parcel was added to the extension list. Follow-up inspections began on **May 1st – 2nd**. If abatement had not been accomplished, or if arrangements for a time extension had not been made with this office, the parcel was placed on an abatement list which was given to a City contractor for initiation of the abatement work. Combustible vegetation/fire hazards were abated by the City contractor on **14 parcels**.

On **June 20th, 2023** invoices (See Exhibit "B") specifying the cost of the work performed by the contractor, plus the City's administrative fee, were mailed to the **OWNER OF RECORD** for each parcel giving them the opportunity to make payment of the bill by **July 11th, 2023**. Parcels abated

by the City contractor and which **remain un-paid** are listed on Exhibit "C". Upon completion and documentation of the abatement work payment was made to the contractor by the City.

Owners have the opportunity to appear at the hearing to ask questions or dispute any bills or proceedings.

Subsequent to the **July 11th, 2023** Hearing and Council action, the Report of Costs, with accompanying Resolution (see attached), will be forwarded to the Property Tax Division of the San Bernardino County Auditor/Controller-Recorder for collection as assessments and or liens against the property.

#### **ENVIRONMENTAL**

No adverse environmental impact. The Weed Abatement program removes weeds and other flammable vegetation or combustible waste that is deemed to present a fire hazard.

#### **FINANCIAL IMPACT**

Recovery of abatement costs plus administrative fees are outlined on Exhibit "C".

#### **ATTACHMENTS:**

Exhibit A: Sample Notice to Clean Property

Exhibit B: Sample Invoice

Exhibit C: List of Un-Paid Invoices

Copy of Resolution Adopting Report and Statement of Expenses and Imposing a Lien upon Property for payment.



# EXHIBIT A

## City of Loma Linda Fire Department

### *Community Risk Reduction Division*

## NOTICE TO CLEAN PROPERTY

4/11/2023

Parcel Number:

Location:

Under the provisions of the California Fire Code, 2022 edition, Section 304.1.2 adopted and amended by Loma Linda Municipal Code Chapter 15.28, an inspection of the property listed above has been performed by this Department. Based upon the inspection, a fire hazard, or potential fire hazard has been determined to exist on this property. Notice is hereby given that **any weeds, tumbleweeds, dead grasses, vines, dead shrubs, dead trees, trimmings, or other combustible materials or debris present on your lot, field or parcel of land** are a fire hazard or in all probability will become a fire hazard, and as such must be removed or abated. In addition, any weeds or combustible materials must be **cleared away from any road or street for a distance of 10 ft.** See **NOTES** for special remarks concerning this parcel.

**NOTES:** Remove Weeds/Tumbleweeds/Dead Vegetation & Branches/ Rubish.

Any weeds or other fire hazards as listed above on this property must be removed or abated in an acceptable manner by **May 1, 2023**. Failure to remove or abate by this date will be cause for the City of Loma Linda or it's designated contractor to enter onto the property to accomplish the abatement. In addition to the costs for cleaning, you will also be assessed an administrative fee of 70% of the cost of the work or \$100, whichever is greater. Failure to pay all charges will cause a tax assessment and lien to be placed against the property.

Due to uncontrolled regrowth, a second or third clean up of the property may be necessary during the year. Property owners are advised that it is their responsibility to maintain their property in good condition and that any re-growth during the year may be subject to removal without further notice if determined to be a fire hazard.

This Notice is given pursuant to the provision of the California Fire Code Section 114.7 authorizing action to remove any hazard deemed unsafe. The Fire Department maintains a consistent and impartial position in the application and enforcement of the California Fire Code. For further information, please call (909) 799-2859.

You as owner, occupant or person otherwise in charge of the property may appeal to the Fire Marshal of the City of Loma Linda any of the requirements of this Notice pursuant to Loma Linda Municipal Code Section 2.08.030. Such an appeal shall be in writing and shall be submitted only after all reasonable efforts to resolve the matter have been exhausted with the staff of this Department. Said appeal may include any arguments why the property should not be declared a fire hazard and abated by the City. Any appeal shall be submitted to this Department within ten (10) calendar days from the date of this Notice.

If you are no longer the owner of this property or are in the process of selling it, please inform the new owner of this Notice, and advise this Department in writing of the date the title change occurred. All address information used to mail Notices has been provided by the San Bernardino County Assessor's Office.

Tom Ingalls  
Fire Marshal

By: *Matt Dingman*  
Matt Dingman  
Fire Prevention Inspector

# EXHIBIT B



## City of Loma Linda

25541 Barton Road, Loma Linda, California 92354-3160 • (909)799-2859 • fax (909) 799-2891

Sister City – Manipal, Karnataka, India

June 20, 2023

### INVOICE

**Parcel Number:**

**Location:**

Under the provisions of the International Fire Code, 2018 edition, adopted and amended by the State of California as the 2019 California Fire Code, and the Loma Linda Municipal Code Chapter 15.28, a fire hazard that existed on the above real property was abated by a City contractor. Increase in administrative fees were approved by the Loma Linda City Council and became effective January 23, 2016.

The following amount is now due for **Spring 2023** weed abatement:

Abatement Cost: \$210.00

Administrative Charges: \$147.00

**Total Due: \$357.00**

Make checks payable to: City of Loma Linda - Weeds  
25541 Barton Road  
Loma Linda, CA 92354-3160

Payment must be received by **July 11, 2023 at 5:00 p.m.** after which time a Public Hearing will be conducted to hear a Report of Cost. The Public Hearing is scheduled for **July 11, 2023 at 7:00 p.m.** at the City of Loma Linda Council Chambers, 25541 Barton Road, at which time Total Charges will be placed as assessments and or liens against the above real property.

Any appeals for the abatement work performed or the amount billed above should be addressed to the City Council at the time of the Public Hearing.

By:

*Tom Ingalls*

Tom Ingalls  
Fire Marshal

Spring 2023  
OUTSTANDING WEED INVOICES

# EXHIBIT C

INV #	APN	OWNER	Address of Record	Contractor Cost	Admin Fees	TOTAL	Date Ordered	Date Abated	PAID	NOTES
23006	028109141	Patel, Prakash Tr	16390 Foothill Blvd, Fontana Ca 92335	\$ 280.00	\$ 196.00	\$ 476.00	04/11/23	05/23/23		
23008	028326119	Lim, Hung	2404 Falling Oaks Drive, Riverside Ca 92506	\$ 650.00	\$ 455.00	\$1,105.00	04/11/23	05/30/23		
23009	028109123	Kim, Sam S	25441 Huron St, Loma Linda Ca	\$ 485.00	\$ 339.50	\$ 824.50	04/11/23	05/30/23		
23011	029303111	Haro, Abigail - Est Of	26605 Craig Ave, Menifee Ca 92584	\$ 210.00	\$ 147.00	\$ 357.00	04/11/23	06/01/23		
23012	029303230	Goraya, Prithipal Singh	15150 Slover Ave, Fontana Ca 92337	\$ 620.00	\$ 434.00	\$1,054.00	04/11/23	06/01/23		
23017	029213135	Patel, Kirit V & Gita K Trust OF 201	10994 Carriage Drive, Rancho Cucamonga 91737	\$ 465.00	\$ 325.50	\$ 790.50	04/11/23	06/09/23		
23018	028407105	Salcedo Concepcion Trust (6-5-00)	325 Sharon Park Drive SU1# 110, Menlo Park Ca 94025	\$ 465.00	\$ 325.50	\$ 790.50	04/11/23	06/09/23		
23019	028406513	Covanov, Guadalupe Trust 12/13/19	1205 Via Zumaya, Palos Verdes Estates Ca 90274	\$ 420.00	\$ 294.00	\$ 714.00	04/11/23	06/09/23		FM will waive Admin Fees If requested by responsible party.
22020	029213206	Reyes, Yolanda	2205 Woodlawn Circle, Melbourne Fl 32934	\$ 210.00	\$ 147.00	\$ 357.00	04/11/23	06/13/23		
23021	029213149	Lerma Eddie	1916 Cave St, Redlands Ca 92374	\$ 420.00	\$ 294.00	\$ 714.00	04/11/23	06/13/23		
23022	028449510	Saleem, Fawaz Salim	24530 University Ave, Loma Linda Ca 92354	\$ 420.00	\$ 294.00	\$ 714.00	04/11/23	06/13/23		Invoice RTS
23023	028420242	Wongworawat, Apisit	25500 Allen Way, Loma Linda Ca 92354	\$ 560.00	\$ 392.00	\$ 925.00	04/11/23	06/14/23	PAID	
23024	028427210	Ekroth, Ann J Revoc Trust (10-24-03)	PO Box 580, Loma Linda Ca	\$ 420.00		\$ 420.00	04/11/23	06/15/23		FM waived Admin Fees
23025	028313312	Levesque Family Living Trust 5/8/1	23781 Via Fromista, Mission Viejo Ca 92691	\$ 1,260.00	\$ 882.00	\$2,142.00	04/11/23	06/15/23		

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA  
ADOPTING A REPORT AND STATEMENT OF EXPENSES FOR THE  
SPRING 2023 WEED ABATEMENT PROGRAM AND IMPOSING A LIEN  
UPON PROPERTY FOR PAYMENT THEREFOR

WHEREAS, the Weed Abatement Program of the City of Loma Linda has been carried out in accordance with Municipal Code requirements; and

WHEREAS, the City Council has held a hearing on the statement of expenses for abatement of the nuisances and has heard and considered the staff report and all objections or protests;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Loma Linda as follows:

That the statement of expenses attached hereto as Exhibit "A" and incorporated herein by reference, is hereby confirmed and adopted as amended; and

That the statement of expenses (Exhibit "A") is fair, reasonable, and appropriate;

That the cost of the abatement work done or caused to be done by the City as shown on the statement of expenses is hereby ordered to be paid by **July 11, 2023**; and

That if said costs have not been paid by **July 11, 2023**, they shall constitute a lien upon the real property against which the nuisance was abated and shall be collected either by a personal civil suit against the person creating, causing or permitting the nuisance, or by a special assessment against the real property; and

That the City Clerk shall file a certified copy of this Resolution and report and statement of expenses as amended with the San Bernardino County Auditor, Assessor and Tax Collector, and shall direct the Auditor to enter the amounts of the charges contained in the report and statement of expenses against the real property described in the report and statement of expense; and

That the amount of the charges shall constitute a lien against the real property against which the charges have been imposed; and

That the Tax Collector shall include the amount of the charges on the bills for taxes levied against said real property and the same shall be collected in the same manner together with the general taxes for the City of Loma Linda, and shall be subject to the same penalties and interest.

PASSED, APPROVED AND ADOPTED this 11<sup>th</sup> day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Phillip Dupper, Mayor

ATTEST:

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Lynette Arreola, City Clerk

# **CITY COUNCIL AGENDA PACKET**

## **AGENDA ITEM NO 2**



# City of Loma Linda Official Report

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Phill Dupper, Mayor  
Ronald Dailey, Mayor pro tempore  
Rhodes Rigsby, Councilman  
John Lenart, Councilman  
Bhavin Jindal, Councilman

CITY COUNCIL AGENDA: July 11, 2023  
TO: City Council  
SUBJECT: Demands Register

Approved/Continued/Denied By City Council Date _____
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## **RECOMMENDATION**

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



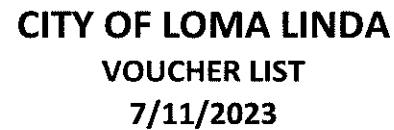
**CITY OF LOMA LINDA**  
**VOUCHER LIST**  
**7/11/2023**

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705278	6/28/2023	1730	AFLAC	138342		ALFAC Insurance Premium June 2023	\$1,573.48
						<b>705278 Total</b>	<b>\$1,573.48</b>
705279	6/28/2023	5284	CITY EMPLOYEES ASSOCIATES	June 2023 PAEA JUNE 2023 PW		PAEA June Union Dues Public Works June 2023 Union Dues	\$228.00 \$420.00
						<b>705279 Total</b>	<b>\$648.00</b>
705280	6/28/2023	570	LOMA LINDA FIREFIGHTERS ASSN	June 2023		Loma Linda Fire Fighters Assoc.	\$1,118.00
						<b>705280 Total</b>	<b>\$1,118.00</b>
705281	6/28/2023	2431	OFFICETEAM	62207574 62051789 62086942	1230656	Finance counter temp 06/19-06/22/23 Finance counter temp 5/15-5/18/2023 Finance counter temp 5/22-5/25/2023	\$1,368.80 \$1,368.80 \$1,368.80
						<b>705281 Total</b>	<b>\$4,106.40</b>
705282	6/28/2023	3881	SB CO PROFESSIONAL FIREFIGHTER	June 2023		DUES COLLECTED FOR JUNE 2023	\$3,513.30
						<b>705282 Total</b>	<b>\$3,513.30</b>
705283	6/28/2023	3294	US POSTAL SERVICE	REQUEST 062823		Postage for meter account #47718562	\$1,000.00
						<b>705283 Total</b>	<b>\$1,000.00</b>
705284	7/5/2023	4197	C.A.P.F.	JULY 2023		CAPF July 2023	\$796.50
						<b>705284 Total</b>	<b>\$796.50</b>
705285	7/5/2023	832	CALIFORNIA JPIA	PROP02315	1240145	JPIA All Risk Property Ins Prog FY 2023/2024	\$139,583.00
						<b>705285 Total</b>	<b>\$139,583.00</b>



**CITY OF LOMA LINDA**  
**VOUCHER LIST**  
**7/11/2023**

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705286	7/5/2023	7347	DANIEL O'CAMB	September 2021		Refund Sept 2021 Vision Ins Coverage Terminated <b>705286 Total</b>	\$20.49 <b>\$20.49</b>
705287	7/5/2023	5812	LYANNE MENDOZA	September 2021		Refund Sept 2021 Vision Ins Coverage Terminated <b>705287 Total</b>	\$26.14 <b>\$26.14</b>
705288	7/5/2023	7336	RIA SIGIAN	06242023		Refund comm rental 06/24/2023 <b>705288 Total</b>	\$335.00 <b>\$335.00</b>
705289	7/5/2023	7083	SELF INSURED SERVICES COMPANY	B09DFY		Dental Premium July 2023 <b>705289 Total</b>	\$5,000.90 <b>\$5,000.90</b>
705290	7/5/2023	1154	VISION SERVICE PLAN - CA	12121787/0001** 12121787/0002**		Vision Premium July 2023 Vision Base Premium July 2023 <b>705290 Total</b>	\$1,179.18 \$95.10 <b>\$1,274.28</b>
705291	7/11/2023	4229	A & I REPROGRAPHICS	CN00040790	1230009	Printing Service for CIP 23-115 <b>705291 Total</b>	\$542.38 <b>\$542.38</b>
705292	7/11/2023	7346	AJAYKUMAR PATEL	PPD-P20-138-REIMB		PPD20-138 25RmMotelCEQA PjtCLDEV.DEP.RFD.BAL <b>705292 Total</b>	\$950.00 <b>\$950.00</b>
705293	7/11/2023	5758	ALETHEA, INC.	LL042023	1230307	Onsite or remote desk support specialist Apr 2023 <b>705293 Total</b>	\$14,300.00 <b>\$14,300.00</b>
705294	7/11/2023	4554	ALTERNATIVE HOSE, INC.	6054671	1230135	PW Generator heater hose <b>705294 Total</b>	\$27.02 <b>\$27.02</b>
705295	7/11/2023	7340	AMRONCHEEWIN, DOOSADEE	13953		UB 1000000021 25677 LAWTON <b>705295 Total</b>	\$101.23 <b>\$101.23</b>



VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705296	7/11/2023	3867	AMTECH ELEVATOR SERVICE	151401229299	1240112	Library Elevator Annual Maint. FY 2023-24	\$854.49
						<b>705296 Total</b>	<b>\$854.49</b>
705297	7/11/2023	3833	ATKINSON, ANDESLOH, LOYA, RUUD, & ROMO	683546	1230007	HR Legal fees for month of May 2023	\$1,160.25
						<b>705297 Total</b>	<b>\$1,160.25</b>
705298	7/11/2023	1400	BOOT BARN 4 SAN BERNARDINO	INV00261036	1230880	Uniform allowance purchases May 2023	\$3,826.30
						<b>705298 Total</b>	<b>\$3,826.30</b>
705299	7/11/2023	5174	BRENT BILLINGSLEY	1260	1230132	Calcium Tablets for Wells	\$4,959.10
						<b>705299 Total</b>	<b>\$4,959.10</b>
705300	7/11/2023	7341	BRITTANY M REYNOLDS	13954		UB 993767660 25680 HURON	\$2.68
						<b>705300 Total</b>	<b>\$2.68</b>
705301	7/11/2023	5390	CALIFORNIA HIGHWAY ADOPTION CO	623142	1230247	Maint of south side I-10 Fwy ramps @ Mt View Ave	\$350.00
				623143		Maint of south side I-10 Fwy ramps @ Mt View Ave	\$750.00
						<b>705301 Total</b>	<b>\$1,100.00</b>
705302	7/11/2023	7123	CHARTER COMMUNICATIONS HOLDINGS, LLC	0030597061023	1230169	Cable service for city council 06/10/23-07/09/23	\$48.62
						<b>705302 Total</b>	<b>\$48.62</b>
705303	7/11/2023	4397	CHEMPAK	121562	1230016	Toilet tissue, Sanitizer, Cleaner, & Door stop	\$420.95
						<b>705303 Total</b>	<b>\$420.95</b>



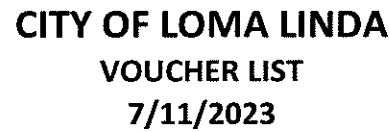
**CITY OF LOMA LINDA**  
**VOUCHER LIST**  
**7/11/2023**

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705304	7/11/2023	25	CINTAS CORPORATION NO 2	5157948614	1230013	First aid supplies 05-10-23	\$421.72
						<b>705304 Total</b>	<b>\$421.72</b>
705305	7/11/2023	203	CLINICAL LABORATORY OF	2300934-LOM01	1230020	Test water at Well sites for 5/1/23-5/31/23	\$8,271.00
						<b>705305 Total</b>	<b>\$8,271.00</b>
705306	7/11/2023	2309	CONSOLIDATED ELECTRIC DIST-SB	6903-1043825	1230023	Light bulbs for Civic Center	\$174.26
						<b>705306 Total</b>	<b>\$174.26</b>
705307	7/11/2023	5762	CORE & MAIN LP	S838188	1230026	Water Meter parts	\$623.33
				S995245		Brass union w no lead	\$416.65
				T052141		Production dept parts for repairs at MV-3	\$19.94
				T019343		1.5" Pressure regulator, 2-1.5" unions for repai	\$750.38
						<b>705307 Total</b>	<b>\$1,810.30</b>
705308	7/11/2023	1279	DAILY JOURNAL CORPORATION	B3714558	1230028	Legal ad: Notice inviting bid CIP 23-115	\$320.60
						<b>705308 Total</b>	<b>\$320.60</b>
705309	7/11/2023	7290	DANNY ELLIS	0001264813	1230871	Deadbolt was vandalized and was replaced	\$126.15
				0001264878	1230876	Locks for the Field & Park's Departments	\$272.38
						<b>705309 Total</b>	<b>\$398.53</b>
705310	7/11/2023	7304	DBX INC.	SB806-01	1230706	Installation of traffic signal California/Citrus	\$38,593.39
						<b>705310 Total</b>	<b>\$38,593.39</b>
705311	7/11/2023	1256	ELROD FENCE CO., INC.	18809	1230032	Repair barb wire on Corp yard	\$640.00
						<b>705311 Total</b>	<b>\$640.00</b>



**CITY OF LOMA LINDA**  
**VOUCHER LIST**  
**7/11/2023**

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705312	7/11/2023	325	EWING IRRIGATION PRODUCTS	19696131	1230034	Sprinkler timer for LMD	\$671.70
						<b>705312 Total</b>	<b>\$671.70</b>
705313	7/11/2023	331	FAIRVIEW FORD SALES, INC.	005737	1230036	Thermostat o-ring seal	\$31.56
				005738		Multi-function switch	\$50.48
						<b>705313 Total</b>	<b>\$82.04</b>
705314	7/11/2023	3197	FIRE APPARATUS SOLUTIONS	26555	1230879	Various repairs to ME252	\$24,509.76
				26419	1230882	Various repairs to Brush Engine BE251	\$17,670.32
						<b>705314 Total</b>	<b>\$42,180.08</b>
705315	7/11/2023	7345	FISHER, PETER	13958		UB 993765059 11018 RAGSDALE	\$81.63
						<b>705315 Total</b>	<b>\$81.63</b>
705316	7/11/2023	7273	FLOCK GROUP INC	INV-17716	1230888	Relocate a License Plate Reader Camera	\$350.00
						<b>705316 Total</b>	<b>\$350.00</b>
705317	7/11/2023	5256	FLYERS ENERGY, LLC	23-856582	1230041	Fuel for PW 06-21-23	\$1,825.33
						<b>705317 Total</b>	<b>\$1,825.33</b>
705318	7/11/2023	7338	GRAZIOSI, JOSEPH	13951		UB 993765088 11560 HILLCREST	\$29.90
						<b>705318 Total</b>	<b>\$29.90</b>
705319	7/11/2023	4460	GREG JOHNSON	8414	1230884	Command Code 3 fire package for BC Front line veh	\$17,528.15
						<b>705319 Total</b>	<b>\$17,528.15</b>
705320	7/11/2023	402	HACH COMPANY	13625359	1230150	Sewer Flow Meter Monitoring Srv Contract June 2023	\$1,170.00
						<b>705320 Total</b>	<b>\$1,170.00</b>



VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705321	7/11/2023	5244	HHS CONSTRUCTION, INC.	96391	1230867	Install new Cat6 OSP rated cable for 252 call box	\$3,203.60
						<b>705321 Total</b>	<b>\$3,203.60</b>
705322	7/11/2023	5144	JAMES D. HUSS JR.	23010	1230872	Weed abatement at Heritage Park	\$2,800.00
						<b>705322 Total</b>	<b>\$2,800.00</b>
705323	7/11/2023	7337	JOHN TRUEBLOOD	993764287		CCIA deposit refund	\$99.90
						<b>705323 Total</b>	<b>\$99.90</b>
705324	7/11/2023	5548	JTS MOTORCARS, INC.	2023 Qtr 1		2023 Q1 Sales Tax Incentive	\$13,176.77
						<b>705324 Total</b>	<b>\$13,176.77</b>
705325	7/11/2023	7224	KELLY SERVICES, INC	2400833823	1230363	Temp Srvs to Scan documents for Bldg Dept	\$1,216.00
				2300765223		Temp Srvs to Scan Building permits	\$1,216.00
						<b>705325 Total</b>	<b>\$2,432.00</b>
705326	7/11/2023	1492	KIRK MAYO	204212		Reimb for advanced water treatment cert K Mayo	\$399.99
						<b>705326 Total</b>	<b>\$399.99</b>
705327	7/11/2023	250	L.N. CURTIS & SONS	INV716767	1230793	Thermal Imaging Camera	\$10,527.18
						<b>705327 Total</b>	<b>\$10,527.18</b>
705328	7/11/2023	1933	LILBURN CORPORATION	23-0616	1230689	Compliance Mitigation 1.6 MG Reservoir CIP 20-656	\$1,931.25
						<b>705328 Total</b>	<b>\$1,931.25</b>
705329	7/11/2023	568	LOMA LINDA CHAMBER OF COMMERCE	4734	1230877	2023 Recognition Dinner registration fire staff (8	\$560.00
						<b>705329 Total</b>	<b>\$560.00</b>



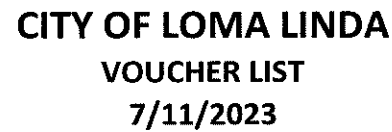
**CITY OF LOMA LINDA**  
**VOUCHER LIST**  
**7/11/2023**

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705330	7/11/2023	1733	LOWE'S COMPANIES, INC.	25892 09134  27290-1  27918 06-26-23	1230117	2 x 6 Lumber & drywall mud Pipe, Surge protector, Door stop, Batteries Metal primer, Caulking, Masking paper & Tape Trims, Electric box, Brad nails, Connector, Plate  <b>705330 Total</b>	\$33.52 \$99.66  \$47.08  \$201.92  <b>\$382.18</b>
705331	7/11/2023	7344	LUCY OCAMPO	13957		UB 993767617 10834 VERNA <b>705331 Total</b>	\$16.96 <b>\$16.96</b>
705332	7/11/2023	2875	LYNN MERRILL & ASSOCIATES, INC.	FY22-23-2	1230335	Consulting fees for NPDES & SB1383  <b>705332 Total</b>	\$5,652.08  <b>\$5,652.08</b>
705333	7/11/2023	2555	MASTER METER, INC.	261054	1240116	Allegro Fixed Network Annual Maint Aug 23- July 24  <b>705333 Total</b>	\$15,802.26  <b>\$15,802.26</b>
705334	7/11/2023	7339	MICHAEL LIBY	13952		UB 993755208 25536 BARTON <b>705334 Total</b>	\$168.95 <b>\$168.95</b>
705335	7/11/2023	4703	MUNICIPAL EMERGENCY SVCS, INC.	IN1892408	1230630	Station 251 Turnout lockers  <b>705335 Total</b>	\$16,634.13  <b>\$16,634.13</b>
705336	7/11/2023	6059	NICHOLAS MARZULLO	12120	1230663	Modification to Generator Enclosure - City Hall  <b>705336 Total</b>	\$9,680.00  <b>\$9,680.00</b>
705337	7/11/2023	7193	O'REILLY AUTO ENTERPRISES, LLC	6160-156756 6160-157639	1230314	Flasher Parts cleaner for fuel pump job  <b>705337 Total</b>	\$16.01 \$69.69 <b>\$85.70</b>

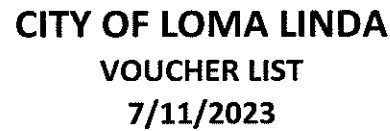


**CITY OF LOMA LINDA**  
**VOUCHER LIST**  
**7/11/2023**

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705338	7/11/2023	7088	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA,	79476210 79550090	1230064	DOT Phys for J. Lopez Employee Physical for A. Rojas <b>705338 Total</b>	\$43.00 \$76.00 <b>\$119.00</b>
705339	7/11/2023	7176	ODP BUSINESS SOLUTIONS, LLC	316427793001	1230134	Banker boxes, Cups <b>705339 Total</b>	\$78.57 <b>\$78.57</b>
705340	7/11/2023	7282	ORKIN SERVICES OF CALIFORNIA, INC.	243635471 243635800 243635204	1230604 1230606 1230602	Pest control services for the Senior Center June Pest control services for 10466 Richardson June Pest control service for Civic Cent & Library June <b>705340 Total</b>	\$64.99 \$57.99 \$146.99 <b>\$269.97</b>
705341	7/11/2023	7184	PAUL MCLAUGHLIN	000721	1230887	Electrical work in Council Chambers <b>705341 Total</b>	\$2,515.00 <b>\$2,515.00</b>
705342	7/11/2023	1592	PHOENIX GROUP INFORMATION SYST	052023903 0520231143 052023143	1230294 1230293 1230295	Parking Permit Management 05/2023 Administrative citation collection 05/2023 Delinquent parking ticket recovery prgm 05/2023 <b>705342 Total</b>	\$1,023.75 \$101.89 \$693.59 <b>\$1,819.23</b>
705343	7/11/2023	4458	PRINTING & PROMOTION PLUS, INC.	86959	1230792	Refuse Rate Increase Public Notice Mailing <b>705343 Total</b>	\$3,050.23 <b>\$3,050.23</b>
705344	7/11/2023	7269	QUADIENT FINANCE USA, INC.	INV17032214	1230889	Ink for postage machine <b>705344 Total</b>	\$171.97 <b>\$171.97</b>



VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705345	7/11/2023	6153	QUADIENT LEASING USA, INC.	N9930900	1230274	FY 2022-2023 LEASE N18021483	\$584.14
				N9980455	1240141	POSTAGE MACHINE LEASE N22042802 FOLDER/INSERTER/E-CERTIFY FY 23-24	\$1,116.82
						<b>705345 Total</b>	<b>\$1,700.96</b>
705346	7/11/2023	356	SAN BERNARDINO & RIVERSIDE CNTIES FIRE EQUIP, INC.	154M 863302 154M 863303	1230107	Fire extinguishers annual service Recharging fire extinguishers	\$94.41 \$457.32
						<b>705346 Total</b>	<b>\$551.73</b>
705347	7/11/2023	3574	SB CO FLOOD CONTROL DISTRICT	FC 028/23	1240118	NPDES Agreement 11-545 FY 2024	\$63,120.00
						<b>705347 Total</b>	<b>\$63,120.00</b>
705348	7/11/2023	7127	SCA OF CA, LLC	156856PS 156968PS	1230306	Street Sweeping Srvs FY 202-23 May 2023 Street Sweeping Srvs FY 202-23 June 2023	\$6,094.08 \$6,094.08
						<b>705348 Total</b>	<b>\$12,188.16</b>
705349	7/11/2023	3698	SCOTT ZEHM	06212023	1230205	City Hall Fountain Maintenance Svc May & June 2023	\$290.00
						<b>705349 Total</b>	<b>\$290.00</b>
705350	7/11/2023	7343	SHOMAKER, KAREN	13956		UB 993766354 10799 CALIFORNIA	\$82.93
						<b>705350 Total</b>	<b>\$82.93</b>
705351	7/11/2023	894	SIERRA PACIFIC ELECTRICAL CONTRACTING, INC.	29787	1230789	Replacement of 4 light poles due to knockdowns	\$23,458.00
						<b>705351 Total</b>	<b>\$23,458.00</b>



VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705352	7/11/2023	451	SITEONE LANDSCAPE SUPPLY, LLC	131375043-001	1230083	Parts for repairs at MV-3	\$5.87
				131623436-001		PVC Couplings	\$36.81
				131588085-001	1230883	Herbicide, Sprayers and Safety equipment	\$1,773.13
						<b>705352 Total</b>	<b>\$1,815.81</b>
705353	7/11/2023	829	SO CALIF ASSOC OF GOVERNMENTS	SCAG FY24 0101	1240117	SCAG Assessment dues for FY 2023-24	\$3,416.00
						<b>705353 Total</b>	<b>\$3,416.00</b>
705354	7/11/2023	5325	STUDIO SPECTRUM, INC.	192430	1230650	EOC Audio visual upgrade - Add inputs & touchscre	\$9,850.62
						<b>705354 Total</b>	<b>\$9,850.62</b>
705355	7/11/2023	6003	VEOLIA WTS SERVICES USA, INC.	902118985	1230167	Deionized water tank reg-fees 5/1-7/31/2023	\$99.56
						<b>705355 Total</b>	<b>\$99.56</b>
705356	7/11/2023	7342	SUNG HEE KIM	13955		UB 993767744 26392 FOWLER	\$68.44
						<b>705356 Total</b>	<b>\$68.44</b>
705357	7/11/2023	2127	T. JARB THAIPEJR	06222023		Lunch w CM of Colton & Grand Terrace	\$54.71
						<b>705357 Total</b>	<b>\$54.71</b>
705358	7/11/2023	6269	TESS ELECTRIC INC.	1279	1230848	Install speaker power & enclosure at RTP	\$1,984.01
				1278	1230847	Power to Corp Yard Alarm Cabinet & speaker	\$1,984.01
						<b>705358 Total</b>	<b>\$3,968.02</b>



# CITY OF LOMA LINDA

## VOUCHER LIST

### 7/11/2023

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
705359	7/11/2023	237	THE COUNSELING TEAM, INC.	87062	1230875	Psychological assessment for new hire N. Allen	\$300.00
				87037	1230886	Psychological assessment for new hire M. Shields	\$300.00
						<b>705359 Total</b>	<b>\$600.00</b>
705360	7/11/2023	1261	THE GAS COMPANY	19406867366 May 23		Gas costs 10520 Ohio St 5/10/23 - 6-9/23	\$14.79
						<b>705360 Total</b>	<b>\$14.79</b>
705361	7/11/2023	1804	THE SUN	900370663 06-23	1240113	26 week newspaper subscription #900370663	\$439.19
						<b>705361 Total</b>	<b>\$439.19</b>
705362	7/11/2023	304	TYLER TECHNOLOGIES, INC.	045-425691	1230497	EnerGovImplementationPM06/06/23	\$1,400.00
						<b>705362 Total</b>	<b>\$1,400.00</b>
705363	7/11/2023	1885	VISTA PAINT CORPORATION	2023-057662-00	1230097	Paint and putty	\$280.53
						<b>705363 Total</b>	<b>\$280.53</b>
705364	7/11/2023	5636	WATER WISE PRO TRAINING	2023-16	1240143	Water Treatment & Distribution Exam Prep Courses	\$7,200.00
						<b>705364 Total</b>	<b>\$7,200.00</b>
705365	7/11/2023	7310	WESTERN A/V	18506	1230775	CC Upgrade - Equipment & Misc cables & connectors	\$134,996.21
						<b>705365 Total</b>	<b>\$134,996.21</b>
705366	7/11/2023	4353	WITTMAN ENTERPRISES, LLC	2305069	1230305	Medical billing services May 2023	\$648.64
						<b>705366 Total</b>	<b>\$648.64</b>
						<b>Grand Total</b>	<b>\$659,658.36</b>



**CITY OF LOMA LINDA**  
**VOUCHER LIST**  
**7/11/2023**

VOUCHER	DATE	VENDOR	VENDOR NAME	INVOICE	P.O.	INVOICE DESCRIPTION	AMOUNT
503641	6/26/2023	454	MissionSquare	2023062600503641		457 Contributions-06/04-06/17/2023	\$20,187.99
32680	6/26/2023	1044	US Bank	2023062300032680		Water Revenue Refunding Bonds Debt SVC Payment	\$309,800.89
102395667	6/28/2023	771	PERS	1002395667/68/69/70		Retirement Contributions-06/04-06/17/2023	\$64,633.13
102402716	7/6/2023	771	PERS	1002402716/17		Retirement Contributions-06/01-06/30/2023	\$914.16
10239841	6/29/2023	772	CalPERS	100000017213336		PERS OPEB Health CERBT Contribution 6/30/2023	\$31,000.00
102379585	6/8/2023	773	PERS	1002379585		Health Insurance Premium-June 2023	\$70,443.27
Total Wires:							\$496,979.44
Total Checks (Total from previous page):							\$659,658.36
Grand Total =							<u>\$1,156,637.80</u>

PAYROLL: 07/06/2023 \$406,759.91

**CLAIMS VOUCHER APPROVAL**

I have reviewed the above listing of payments on check nos. 705278 through 705366 and wire nos. 503641, 32680, 102395667, 102402716, 10239841 & 102379585 for a total disbursement of \$1,156,637.80 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 July 11, 2023 and the City Treasurer is hereby directed to pay except as noted.

Phillip Dupper, Mayor

# **CITY COUNCIL AGENDA PACKET**

## **AGENDA ITEM NO 3**



# City of Loma Linda Official Report

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Phill Dupper, Mayor  
Ronald Dailey, Mayor pro tempore  
Rhodes Rigsby, Councilman  
John Lenart, Councilman  
Bhavin Jindal, Councilman

Approved/Continued/Denied

By City Council

Date \_\_\_\_\_

CITY COUNCIL AGENDA: July 11, 2023

TO: City Council

FROM: Sonia Fabela, Finance Director/City Treasurer *SF*

VIA: T. Jarb Thaipejr, City Manager

SUBJECT: June 2023 Treasurer's Report

## RECOMMENDATION

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

**CITY OF LOMA LINDA**  
**COMPOSITION OF CASH**  
**June 2023**

**DEMAND DEPOSIT ACCOUNTS**

CITY - BANK OF AMERICA - MAIN CHECKING ACCOUNT	\$ 3,286,134.98
Outstanding Checks as of month-end	<u>(2,107,918.85)</u>
<b>CITY - MAIN CHECKING ACCOUNT AVAILABLE BALANCE</b>	<b>\$ 1,178,216.13</b>
<b>BANK OF AMERICA - PAYROLL</b>	<b>\$ 10,679.31</b>
HOUSING AUTHORITY - BANK OF AMERICA - CHECKING ACCOUNT	127,437.37
Outstanding Checks as of month-end	<u>(4,715.00)</u>
<b>HOUSING AUTHORITY - CHECKING ACCOUNT AVAILABLE BALANCE</b>	<b>\$ 122,722.37</b>
SUCCESSOR AGENCY - BANK OF AMERICA - CHECKING ACCOUNT	45,285.68
Outstanding Checks as of month-end	<u>(810.00)</u>
<b>SUCCESSOR AGENCY - CHECKING ACCOUNT AVAILABLE BALANCE</b>	<b>\$ 44,475.68</b>

<b>DEMAND DEPOSIT ACCOUNTS - TOTAL</b>	<b>\$ 1,356,093.49</b>
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INVESTMENTS	YIELD	
LOCAL AGENCY INVESTMENT FUND (LAIF)		
CITY	3.167%	\$ 53,062,627.75
CITY - Former RDA Bond Proceeds	3.167%	913,389.42
CITY -Total		53,976,017.17
SUCCESSOR RDA	3.167%	3,861,020.08
HOUSING AUTHORITY	3.167%	1,327,785.84
<b>INVESTMENTS TOTALS</b>		<b>\$ 59,164,823.09</b>

**OTHER CASH**


IMPREST ACCOUNT	\$ 500.00
CASH ON HAND	<u>1,350.00</u>
<b>OTHER CASH TOTAL</b>	<b>\$ 1,850.00</b>

<b>CASH AND INVESTMENTS - GRAND TOTAL</b>	<b>60,522,766.58</b>
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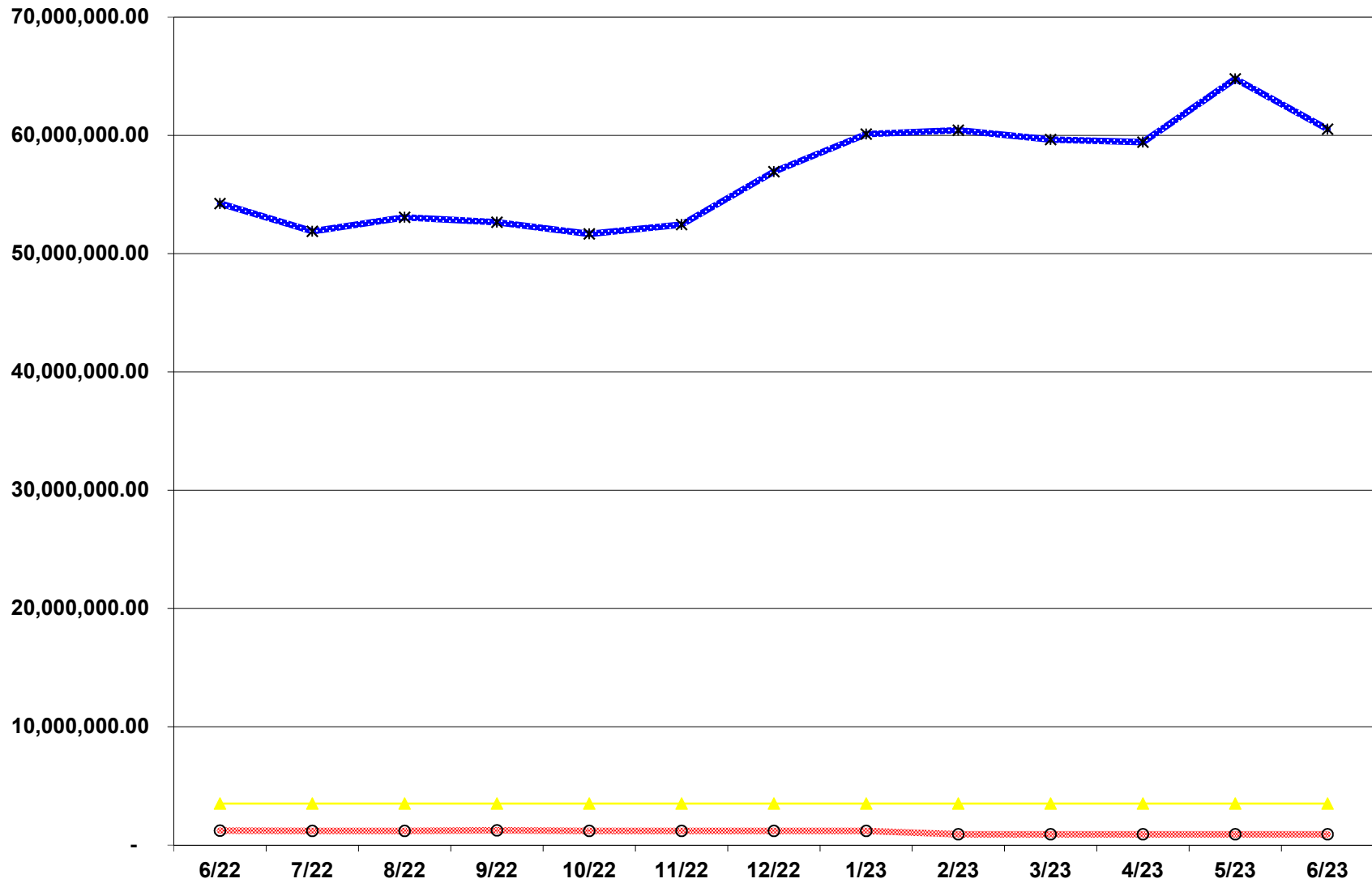
PREVIOUS MONTH	<u>64,782,234.57</u>
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CHANGE +/-(-)	<u>\$ (4,259,467.99)</u>
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All investments are in accordance with the City Investment Policy, and as such, sufficient funds are available to meet the cash flow requirements of Loma Linda, including the next thirty days' obligations.

  
 \_\_\_\_\_  
 Treasurer

CITY OF LOMA LINDA  
MONTHLY TREASURER'S REPORT 6/22-6/23



CITY, SUCCESSOR RDA & HA - TOTAL CASH AVAILABLE      CITY - FORMER RDA BOND PROCEEDS      BASELINE

# **CITY COUNCIL AGENDA PACKET**

## **AGENDA ITEM NO 4**



# City of Loma Linda Official Report

Phil Dupper, Mayor  
Ronald Dailey, Mayor pro tempore  
Rhodes Rigsby, Councilman  
John Lenart, Councilman  
Bhavin Jindal, Councilman

COUNCIL AGENDA: July 11, 2023

TO: City Council

FROM: Dan Harker, Fire Chief *TJT for Dan*

SUBJECT: June 2023 Fire Department Activity Report

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

## Operations Division:

The Fire Department's Operations Division responded to 405 incidents in June 2023. Of the 405 incidents, 34 calls were given and 2 received in Mutual/Automatic Aid. The alarm types are broken down as follows:

Fire & Rescue	Month		YTD	
Medical Aid (MA)	257	63.5%	1646	64.4%
Traffic Collision (TC)	15	3.7%	85	3.3%
<b>MA + TC</b>	<b>272</b>	<b>67.2%</b>	<b>1731</b>	<b>67.7%</b>
Hazardous Conditions	1	0.2%	10	0.4%
Hazardous Material	0	0.0%	9	0.4%
Public Assistance	19	4.7%	126	4.9%
Rescue	2	0.5%	13	0.5%
Structure Fire	4	1.0%	24	0.9%
Cooking	0	0.0%	2	0.1%
Vegetation Fire	3	0.7%	17	0.7%
Vehicle Fire	0	0.0%	4	0.2%
Refuse Fire	9	2.2%	36	1.4%
<b>All Fires</b>	<b>16</b>	<b>4.0%</b>	<b>83</b>	<b>3.2%</b>
Good Intent/Dispatched & Cancelled Enroute	49	12.1%	291	11.4%
Fire Alarm Activation*	10	2.5%	92	3.6%

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

# **CITY COUNCIL AGENDA PACKET**

## **AGENDA ITEM NO 5**



# City of Loma Linda Official Report

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

Approved/Continued/Denied By City Council Date _____
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COUNCIL AGENDA: July 11, 2023

TO: City Council

FROM: T. Jarb Thaipejr, City Manager 

SUBJECT: Approve an Amendment to the Agreement with the San Bernardino Basin Groundwater Sustainability Council.

## **RECOMMENDATION:**

It is recommended that the City Council approve an amendment to the agreement with San Bernardino Basin Groundwater Sustainability Council for continued management and administration of the San Bernardino water basin and authorize the City Manager to sign the amendment.

## **BACKGROUND:**

San Bernardino Valley has experienced historically low rainfall and hot summers, contributing to the ongoing drought of some 20 years. The groundwater storage levels in the San Bernardino Basin continue to decrease. The *San Bernardino Valley Regional Urban Water Management Plan* shows that the valley does not have enough local water supplies to meet projected future demands. Recently, the Governor lifted the state of emergency he declared a few years ago. However, this reprieve may be short lived as climate change continues.

As a result, the California Legislature enacted the Sustainable Groundwater Management Act of 2014 (SGMA). This establishes a statewide framework for sustainable management of groundwater resources by focusing on the creation of local authorities and their responsibilities. Additionally, the reduced availability of State Project Water from Northern California forces agencies to search for ways of ensuring water supply reliability. While adjudicated basins such as the San Bernardino Basin Area (SBBA), including the Bunker Hill Groundwater Basin, are not subject to most provisions of the act, water managers are expected to manage the SBBA in accordance with the sustainability principals to avoid deleterious impacts on the basin.

In 2015, local water agencies began meeting to identify and develop a Groundwater Sustainability Council for the SBBA, now known as the Groundwater Council (GC). Many agencies and cities approved a Memorandum of Understanding in November, 2015, agreeing to develop this GC. The goals of the GC formation group were to identify the existing and future

water resources and to equitably share the cost of developing those resources. Thus far, the two primary products developed are: 1) a method to equitably allocate the costs of sustainable basin management, and 2) a five year agreement (GC Agreement) that lays out an organizational structure to administer the process. These principles, and the procedures developed to implement them, have been incorporated into a “San Bernardino Basin Groundwater Council Framework Agreement,” which is now submitted to the Council for approval. Signing the GC Agreement represents a commitment to collaboratively develop funding to purchase supplemental water supplies adequate to ensure a sustainable water supply, into the foreseeable future.

The GC Agreement includes an Equitable Allocation Model (EAM) developed by the Basin Technical Advisory Committee (BTAC). The EAM is a methodology to share costs and seeks to balance historical water rights with current water demands and contributions to basin water supplies. This method recognizes an agency’s investment in water conservation and other supplies like surface water and recycled water. It also includes an Operations and Maintenance cost component for groundwater recharge facilities. For GC participants, this O&M charge component will replace the San Bernardino Valley Water Conservation District’s groundwater charges. The EAM proportions O&M costs based on the most recent groundwater pumping patterns.

#### **ANALYSIS:**

Prior to the current agreement expiration renewal subcommittee was formed. Due to the complexities and duration of the proposals being discussed a concluding recommendation was not agreed upon. This amendment is to extend the recently expired agreement to June 30, 2024.

#### **FINANCIAL IMPACT:**

Funding of \$178,715 for item is proposed in the annual 2023-24 budget..

## REVISED Groundwater Council Equitable Allocation Budget for FY 2023-24

Agency	Party Gap FY23-24 (AF)	Sustainability FY23-24 (AF)	Credit for Water brought to the Basin (AF)	Total Equitable Water Cost FY23-24 (\$)	Water Corrections for Previous Years (\$)	Total Water Cost with Corrections (\$)	Total Water with Corrections (AF)	Equitable O&M Costs FY23-24 (\$)	O&M Corrections for Previous Years (\$)	Total O&M Cost with Corrections (\$)	Total Party Costs FY23-24 (\$)	Voting Weight 2023-24
Bear Valley Mutual Water Company	-	15	(1,290)	\$ -	\$ -	\$ -	0	\$ 594	\$ -	\$ 594	\$ 594	0.02%
City of Colton	-	656	-	\$ 77,683	\$ -	\$ 77,683	656	\$ 15,462	\$ -	\$ 15,462	\$ 93,145	2.8%
City of Loma Linda	-	1,120	-	\$ 132,569	\$ -	\$ 132,569	1120	\$ 46,146	\$ -	\$ 46,146	\$ 178,715	5.4%
City of Redlands	-	6,647	(6,158)	\$ 57,899	\$ -	\$ 57,899	489	\$ 225,832	\$ -	\$ 225,832	\$ 283,731	8.6%
City of Rialto	-	1,319	(5)	\$ 155,589	\$ -	\$ 155,589	1314	\$ 47,423	\$ -	\$ 47,423	\$ 203,012	6.1%
City of San Bernardino	-	8,927	(3)	\$ 1,056,556	\$ -	\$ 1,056,556	8924	\$ 368,652	\$ -	\$ 368,652	\$ 1,425,208	43.1%
East Valley Water District	-	4,561	(1,227)	\$ 394,790	\$ -	\$ 394,790	3334	\$ 110,211	\$ -	\$ 110,211	\$ 505,001	15.3%
Fontana Union Water Company	-	1,229	-	\$ 145,571	\$ -	\$ 145,571	1229	\$ 30,586	\$ -	\$ 30,586	\$ 176,157	5.3%
Loma Linda University	-	222	-	\$ 26,308	\$ -	\$ 26,308	222	\$ 9,412	\$ -	\$ 9,412	\$ 35,720	1.1%
San Bernardino Valley M.W.D.	-	20	-	\$ 2,367	\$ -	\$ 2,367	20	\$ 9	\$ -	\$ 9	\$ 2,376	0.1%
West Valley Water District	-	2,730	(8)	\$ 322,265	\$ -	\$ 322,265	2722	\$ 76,680	\$ -	\$ 76,680	\$ 398,945	12.1%
Yucaipa Valley Water District	-	27	-	\$ 3,186	\$ -	\$ 3,186	27	\$ 852	\$ -	\$ 852	\$ 4,038	0.1%
<b>Total GC Parties:</b>	-	<b>27,473</b>	<b>(8,691)</b>	<b>\$2,374,783</b>	<b>\$ -</b>	<b>\$ 2,374,783</b>	<b>20057</b>	<b>\$ 931,858</b>	<b>\$ -</b>	<b>\$ 931,858</b>	<b>\$ 3,306,641</b>	<b>100%</b>
Mountain View Power Co.	-	296	-	\$ 35,040	\$ -	\$ 35,040	296	#N/A	\$ -	#N/A	\$ 35,040	#N/A
Muscoy Mutual Water Company No. 1	-	373	-	\$ 44,129	\$ -	\$ 44,129	373	#N/A	\$ -	#N/A	\$ 44,129	#N/A
San Bernardino County - Facility Management	29.28	205	-	\$ 27,775	\$ -	\$ 27,775	235	#N/A	\$ -	#N/A	\$ 27,775	#N/A
Terrace Water Company	-	51	-	\$ 6,038	\$ -	\$ 6,038	51	#N/A	\$ -	#N/A	\$ 6,038	#N/A
Other Inside SBVWCD	-	1,353	-	\$ 160,253	\$ -	\$ 160,253	1353	#N/A	\$ -	#N/A	\$ 160,253	#N/A
Other Outside SBVWCD	-	219	-	\$ 25,931	\$ -	\$ 25,931	219	#N/A	\$ -	#N/A	\$ 25,931	#N/A
<b>San Bernardino Non-Parties Total:</b>	<b>29.28</b>	<b>2,497</b>	<b>-</b>	<b>\$ 299,166</b>	<b>\$ -</b>	<b>\$ 299,166</b>	<b>2527</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 299,166</b>	<b>0%</b>
<b>Western Entities Total:</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0</b>	<b>\$ -</b>	<b>-</b>	<b>-</b>	<b>\$ -</b>	<b>0%</b>
<b>Total:</b>	<b>29</b>	<b>29,971</b>	<b>(8,691)</b>	<b>\$2,673,949</b>	<b>\$ -</b>	<b>\$ 2,673,949</b>	<b>22584</b>	<b>\$ 931,858</b>	<b>\$ -</b>	<b>\$ 931,858</b>	<b>\$ 3,605,808</b>	<b>100%</b>

## **AMENDMENT TO SAN BERNARDINO BASIN GROUNDWATER COUNCIL FRAMEWORK AGREEMENT**

This AMENDMENT TO SAN BERNARDINO BASIN GROUNDWATER COUNCIL FRAMEWORK AGREEMENT ("**Amendment**") is entered into and effective this \_\_\_\_ day of \_\_\_\_\_, 2023 by and among the City of Colton ("**Colton**"), the City of Redlands ("**Redlands**"), the City of Rialto ("**Rialto**"), the City of San Bernardino Municipal Water Department ("**SBMWD**"), City of Loma Linda ("**Loma Linda**"), East Valley Water District ("**East Valley**"), San Bernardino Valley Municipal Water District ("**Valley District**"), San Bernardino Valley Water Conservation District ("**Conservation District**"), Fontana Water Company ("**FWC**"), West Valley Water District ("**WVWD**"), Yucaipa Valley Water District ("**Yucaipa**"), Bear Valley Mutual Water Company ("**BVMWC**"), and Loma Linda University ("**LLU**") each of which is referred to as a "**Party**," for the purpose of extending the original San Bernardino Basin Groundwater Council Framework Agreement until June 30, 2024, while participants continue their analysis and deliberations regarding its potential longer term renewal. This Amendment is entered into in consideration of all of the following:

### **RECITALS**

**WHEREAS**, on or about February 27, 2018, the Parties to this Amendment entered into that certain "San Bernardino Basin Groundwater Council Framework Agreement" ("Original Agreement") for the purpose of coordinating basin management and cooperatively funding basin maintenance and groundwater recharge activities within the San Bernardino Basin Area; and

**WHEREAS**, the Original Agreement had a term of five (5) years; and

**WHEREAS**, the Groundwater Council formed under the Original Agreement has been functioning successfully since then, allowing a forum for cooperative management and input of basin maintenance, operation, and recharge activity, including cooperative funding for imported or other supplemental water supplies when available for replenishing local groundwater supplies; and

**WHEREAS**, in light of the coming expiration of the five-year term of the Original Agreement, the Parties have undertaken deliberation and debate on modifications that might be made to the Groundwater Council's structure and procedures, including refinements to its Equitable Allocation Model; and

**WHEREAS**, the Parties have reached agreement on modifications to the Equitable Allocation Model, but have not finalized consensus on other contemplated changes to the Groundwater Council processes, structures, and procedures; and

**WHEREAS**, the Parties wish to implement the Equitable Allocation Model revisions on which they have reached agreement, but continue the Original Agreement in all other respects as originally adopted to allow for further investigations and potential improvements to the original Groundwater Council, its purposes, processes, and procedures.

**NOW THEREFORE**, in consideration of the matters recited and the mutual promises, covenants, and conditions set forth in this Agreement, the Parties hereby agree as follows:

1. EQUITABLE ALLOCATION MODEL

The Equitable Allocation Model, attached to the Original Agreement as Exhibit B, is hereby replaced, and superseded in its entirety by the Equitable Allocation Model attached to this Amendment as Amended Exhibit B.

2. TERM

Paragraph 2.2 of the Original Agreement is hereby amended to read as follows:

This Agreement shall remain in effect until June 30, 2024, unless earlier terminated by the unanimous written consent of all then-active Parties, provided, however, that this Agreement shall remain in effect during the term of any contractual obligation or indebtedness of the GC that was previously approved by the GC.

3. REMAINDER OF ORIGINAL AGREEMENT UNAFFECTED.

Except as specifically amended herein, the remainder of the Original Agreement is and shall be unaffected by this Amendment, with the intent that only the Term and the Equitable Allocation Model shall vary from the Original Agreement, and except as specifically so amended, the Original Agreement in all of its particulars shall remain in full force and effect throughout the extended term.

4. COUNTERPARTS.

This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

*[Signatures continued on next page]*

**CITY OF COLTON,  
a California general law city and  
municipal corporation**

DATED: \_\_\_\_\_, 2023

By: \_\_\_\_\_  
William R. Smith, City Manager

**CITY OF REDLANDS,  
a California general law city and  
municipal corporation**

DATED: June 12, 2023

By: Charles M. Duggan Jr.  
Charles M. Duggan, Jr., City Manager

*[Signatures continued on next page]*

**CITY OF RIALTO**  
**a California general law city and**  
**municipal corporation**

DATED: \_\_\_\_\_, 2023

By: \_\_\_\_\_  
Arron Brown, Acting City Manager

*[Signatures continued on next page]*

**CITY OF SAN BERNARDINO  
MUNICIPAL WATER DEPARTMENT**

DATED: \_\_\_\_\_, 2023

By: \_\_\_\_\_  
Miguel Guerrero, General Manager

*[Signatures continued on next page]*

**CITY OF LOMA LINDA**  
**a California charter city and**  
**municipal corporation**

DATED: \_\_\_\_\_, 2023

By: \_\_\_\_\_  
T. Jarb Thaipejr, City Manager

*[Signatures continued on next page]*

**EAST VALLEY WATER DISTRICT**

DATED: \_\_\_\_\_, 2023

By: \_\_\_\_\_  
Michael Moore, General Manager/CEO

*[Signatures continued on next page]*

**SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT**

DATED: \_\_\_\_\_, 2023

By: \_\_\_\_\_  
Heather Dyer, CEO/General Manager

*[Signatures continued on next page]*

**SAN BERNARDINO VALLEY WATER  
CONSERVATION DISTRICT**

DATED: \_\_\_\_\_, 2023

By: \_\_\_\_\_  
Betsy Miller, General Manager

*[Signatures continued on next page]*

**FONTANA WATER COMPANY**

DATED: \_\_\_\_\_, 2023

By: \_\_\_\_\_  
Josh Swift, General Manager

*[Signatures continued on next page]*

**WEST VALLEY WATER DISTRICT**

DATED: \_\_\_\_\_, 2023

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

Van Jew  
Acting General Manager

*[Signatures continued on next page]*

**YUCAIPA VALLEY WATER DISTRICT**

DATED: \_\_\_\_\_, 2023

By: \_\_\_\_\_  
Joseph Zoba, General Manager

*[Signatures continued on next page]*

**BEAR VALLEY MUTUAL WATER  
COMPANY, a California mutual water  
company**

By: \_\_\_\_\_  
George Hanson, General Manager

DATED: \_\_\_\_\_, 2023

*[Signatures continued on next page]*

**LOMA LINDA UNIVERSITY**

DATED: \_\_\_\_\_, 2023

By: \_\_\_\_\_  
Richard H. Hart, MD, DrPH,  
President

*[End of Signatures Pages]*

## **Exhibit B**

### **EQUITABLE ALLOCATION METHOD**

The Parties to this agreement are currently sharing costs and establishing the voting weight for each Party using the following method, which is performed annually after the annual submittal of the Western-San Bernardino Watermaster Report to the Court. The details for this method are included in a Microsoft Excel Spreadsheet titled *REVISED EAM Budget FY23-24\_V3.xlsx*, as amended by the GC from time to time, which is incorporated here by reference. Copies of that file have been made available to all parties.

#### **I. Calculation of the Equitable Operations and Maintenance (O&M) Cost.**

The equitable distribution of the O&M Costs amongst the Parties shall be calculated from the approved budget, as follows:

$$\text{Equitable O\&M Cost}_{\text{Plaintiffs}} = 0.2795 \times \text{O\&M Costs}$$

$$\text{Equitable O\&M Cost}_{\text{Non Plaintiffs}} = \text{Proportion of Total Pumping} \times 0.7205 \times \text{O\&M Costs}$$

where,

O&M Costs = annual budgeted or actual costs to operate and maintain the facilities needed to recharge supplemental water into the SBBA that have been reviewed and approved by the Council

$$\text{Proportion of Total Pumping (\%)} = \frac{\text{Party's total SBBA pumping}}{\text{Non-Plaintiff Total SBBA Pumping}}$$

where,

Party's total SBBA pumping (acre-feet) = the Party's total amount pumped from the SBBA for the previous complete calendar year, as published by the Western-San Bernardino Watermaster, and adjusted for any water pumped by one Party and received by another Party, to coordinate with non-parties still paying the groundwater charge, Parties may be requested to report production to the SBVWCD, as needed.

Non-Plaintiff Total SBBA Pumping (acre-feet) = total Non-Plaintiff pumping of the parties for the previous complete calendar year, as recorded by the Western-San Bernardino Watermaster.

#### **II. Calculation of the Equitable Supplemental Water Cost.**

The equitable distribution of the supplemental water cost will only be paid by the Non-Plaintiff parties and shall be calculated, as follows:

$$\text{Equitable Water Cost} = \text{Party Gap} + \text{Sustainability}$$

where,

$$\text{Party Gap (\$)} = \text{Gap}_{\text{Last 5 Years}} * \text{Supplemental Water Cost}$$

where,

$$\text{Gap}_{\text{Last 5 Years}} < 0, \text{ else Party Gap (\$)} = \$0$$

$$\text{Gap}_{\text{Last 5 Years}} (\text{acre-feet}) = \text{Safe Yield}_{\text{Last 5 Years}} - \text{Demand}_{\text{Previous Year}} + \text{Net New Recycled}_{\text{Previous Year}}$$

where,

$\text{Demand}_{\text{Previous Year}}$  = total water demand calculated for the Party for the previous year using published data, as approved by the Council.

The safe yield of the last 5 years for the SBBA will be proportioned amongst the Parties as described below.

where,

$\text{Net New Recycled}_{\text{Previous Year}}$  = The amount of recycled water from the previous year minus Recycled<sub>1959-63</sub>

where,

Recycled<sub>1959-63</sub> is the amount of recycled water used in the base period

50% Local SW Recharged = 50% of the 5-year average local surface water available to an agency that is controlled by that agency and intentionally delivered for groundwater recharge into the Basin

$$\text{Sustainability (\$)} = \text{Water Use} \times (\text{Total Equitable Water Cost} - \text{Total Gap (\$)})$$

where,

$$\text{Sustainability Water Use (\%)} = \frac{\text{Party Water Use (acre-feet)} - 50\% \text{ Local SW Recharged}}{\text{Total Water Use (acre-feet)} - 50\% \text{ Total Local SW Recharged}}$$

where,

Party Water Use (acre-feet) = the Party's total average water use over the past, complete, 5 year period (surface water, groundwater, recycled water, imported water, 50% Local SW Recharged, etc.)

Total Water Use (acre-feet) = Summation of each individual Party Water Use

50% Total Local SW Recharged = 50% of the sum of all Local SW Recharged

Total Equitable Water Cost = Sustainable Amount x Supplemental Water Cost

where,

Sustainable Amount (acre-feet) = The amount of supplemental water, in acre-feet, needed to achieve long-term sustainability which shall be determined by the GC

Supplemental Water cost (\$/acre-foot) = The cost for recharged Supplemental Water. The cost for SWP water will be as published in the San Bernardino Valley Municipal Water District Resolution 888, as amended

Total Gap (\$) = Summation of each individual Party Gap (\$) for all Parties

*Proportioning Safe Yield.*

The Western-San Bernardino Judgment does not apportion the safe yield by water agency. The Parties agree that, for purposes of this agreement, the Safe Yield will be apportioned, as follows:

Safe Yield Last 5 years: The safe yield for the previous 5, complete, calendar years shall be proportioned based upon the total water use for each Party, as follows:

Safe Yield Last 5 Years = Party Water Use x Safe Yield Non Plaintiffs

Where,

Water Use is a percentage (%) and is defined above

Safe Yield Non Plaintiffs = defined by the Western-San Bernardino Watermaster from time to time, currently 172,745 acre-feet

Credit for Water. A party can provide Net New Recycled Previous Year and 50% Local SW Recharged and receive monetary credit towards their Equitable water cost.

Credit for Water (\$) = (Net New Recycled Previous Year + 50% Local SW Recharged) x Supplemental Cost

where,

Net New Recycled Previous Year = defined above

50% Local SW Recharged = defined above

Supplemental Water Cost = defined above

**III. Formula for Voting Weight.** The voting weight for each Party will be calculated, as follows:

$$\text{Voting Weight} = \frac{\text{Total Party Cost}}{\text{Total Costs}}$$

Where,

Total Party Cost = Equitable O&M Cost Non Plaintiffs + Equitable Water Cost

Total Costs = 0.7205 x O&M Costs + Total Sustainable Water Cost

The total sum of all of the individual Voting Weight values shall be equal to 1.0.

# **CITY COUNCIL AGENDA PACKET**

## **AGENDA ITEM NO 6**



# City of Loma Linda Official Report

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

COUNCIL AGENDA: July 11, 2023

TO: City Council

FROM: T. Jarb Thaipejr, City Manager/Public Works Director

SUBJECT: Reject Bids for Installation of Electrical Wiring for Civic Center Generator (CIP 21-858)

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

## **RECOMMENDATION:**

It is recommended that the City Council reject the bids for the subject project and direct staff to reevaluate and redesign the project.

## **BACKGROUND:**

The City Council approved the Capital Improvement Project program that included this project. Funds have been allocated in the FY 23/24 CIP to accomplish this work. This is a continuation of City efforts to be prepared for an emergency power outage.

## **ANALYSIS:**

Two bids were received and publicly opened on June 27, 2023. The bids were \$440,484.00 and \$478,737.00. These bids far exceed the budgeted amount. Staff will carefully analyze the bids and determine if changes to the scope of the project will bring bids within the budgeted amount. As this is an item for emergency use only, urgency is not perceived at this time.

## **FINANCIAL IMPACT:**

The cost to evaluate and modify the project is minimal.

# **CITY COUNCIL AGENDA PACKET**

## **AGENDA ITEM NO 7**



# City of Loma Linda Official Report

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

COUNCIL AGENDA: July 11, 2023

TO: City Council

FROM: T. Jarb Thaipejr, City Manager/Public Works Director T.J.T.

SUBJECT: Award Contract for Construction of ADA Ramps and Sidewalks at Various Locations (CIP 23-114)

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

## **RECOMMENDATION:**

It is recommended that the City Council award the contract for ADA ramp and sidewalk installations to Universal Construction and Engineering of Palm Desert, CA in the amount of \$294,915.00 and authorize a contingency allocation of \$15,000. City staff will provide inspection and project management.

## **BACKGROUND:**

This project is included in the approved Capital Improvement Program listed in the annual budget. CDBG and Measure I funding will be used for this project. Generally, this is constructing ADA access ramps and replacing unsafe sidewalk throughout the city.

## **ANALYSIS:**

Eight (8) bids were received and publicly opened on June 27, 2023. Bids ranged from a low of \$294,915.00 to a high of \$730,588.00 (see attached bid summary). The low bidder, Universal Construction and Engineering of Palm Desert, CA, has been checked for references and found to be satisfactory. It is not unusual for a project to change the quantities of work or the scope of work as field conditions dictate. This is generally caused by unforeseen circumstances or work needed to maintain the integrity of the project. Additionally, this is a very favorable bid, therefore, staff recommends an allocation of  $\pm 5\%$  of the construction amount (\$15,000.00) for a contingency allocation.

## **FINANCIAL IMPACT:**

Funding is available in Account Nos. 1325400-58500 and 1265340-58500.

## City of Loma Linda

### ADA Access Ramps and Sidewalk Installation - Various Locations

Bid Opening June 27, 2023 (CIP 23-114)

				Engineering Estimate		Universal Constr. & Eng.		LCR Earthwork & Eng. Corp.	
ITEM				UNIT		UNIT		UNIT	
NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
1	R & R Access Ramp per Std. R-8	EA.	17	4,000.00	68,000.00	6,300.00	107,100.00	9,000.00	153,000.00
2	Install Truncated Domes	EA.	54	1,000.00	54,000.00	600.00	32,400.00	575.00	31,050.00
3	R & R Sidewalk per Std. R-3.1	SF	12,742	10.00	127,420.00	10.00	127,420.00	12.00	152,904.00
4	R & R Curb & Gutter per Std. R-2.2	LF	121	100.00	12,100.00	60.00	7,260.00	95.00	11,495.00
5	R & R Driveway Approach per Std. R-4.1	SF	319	15.00	4,785.00	65.00	20,735.00	65.00	20,735.00
<b>TOTAL</b>					<b>\$266,305.00</b>		<b>\$294,915.00</b>		<b>\$369,184.00</b>

### ADA Access Ramps and Sidewalk Installation - Various Locations

Bid Opening June 27, 2023 (CIP 23-114)

				DM Contracting, Inc.		Onyx Paving Co., Inc.		CT & T Concrete Paving, Inc.	
ITEM				UNIT		UNIT		UNIT	
NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
1	R & R Access Ramp per Std. R-8	EA.	17	8,000.00	136,000.00	8,500.00	144,500.00	7,850.00	133,450.00
2	Install Truncated Domes	EA.	54	1,000.00	54,000.00	892.00	48,168.00	850.00	45,900.00
3	R & R Sidewalk per Std. R-3.1	SF	12,742	13.00	165,646.00	13.00	165,646.00	15.75	200,686.50
4	R & R Curb & Gutter per Std. R-2.2	LF	121	61.00	7,381.00	123.00	14,883.00	67.00	8,107.00
5	R & R Driveway Approach per Std. R-4.1	SF	319	22.00	7,018.00	37.00	11,803.00	19.00	6,061.00
<b>TOTAL</b>					<b>\$370,045.00</b>		<b>\$385,000.00</b>		<b>\$394,204.50</b>

**ADA Access Ramps and Sidewalk Installation - Various Locations**

**Bid Opening June 27, 2023 (CIP 23-114)**

				Her-Con Const. Services, Inc.		We R Builders, Inc.		BWW & Co., Inc.	
ITEM				UNIT		UNIT		UNIT	
NO.	DESCRIPTION	UNIT	QUANTITY	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
1	R & R Access Ramp per Std. R-8	EA.	17	11,255.37	191,341.29	8,500.00	144,500.00	10,000.00	170,000.00
2	Install Truncated Domes	EA.	54	743.53	40,150.62	1,100.00	59,400.00	5,000.00	270,000.00
3	R & R Sidewalk per Std. R-3.1	SF	12,742	11.01	140,289.42	15.00	191,130.00	14.00	178,388.00
4	R & R Curb & Gutter per Std. R-2.2	LF	121	288.48	34,906.08	130.00	15,730.00	400.00	48,400.00
5	R & R Driveway Approach per Std. R-4.1	SF	319	45.32	14,457.08	40.00	12,760.00	200.00	63,800.00
<b>TOTAL</b>					<b>\$421,144.49</b>		<b>\$423,520.00</b>		<b>\$730,588.00</b>

# **CITY COUNCIL AGENDA PACKET**

## **AGENDA ITEM NO 8**



# City of Loma Linda Official Report

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

COUNCIL AGENDA: July 11, 2023

TO: City Council

FROM: T. Jarb Thaipejr, City Manager/Public Works Director

SUBJECT: Award Contract for Professional Services to Prepare a Water and Sanitary Sewer Rate Study.

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

## **RECOMMENDATION:**

It is recommended that the City Council award a contract in an amount not to exceed \$34,200 to Tuckfield and Associates of Newport Beach, CA to prepare the subject rate study and a contingency amount of \$3,400.00 ( $\pm 10\%$ ).

## **BACKGROUND:**

The City is the water purveyor as well as owns and maintains the City sanitary sewer conveyance system. The City has a need to determine the suitability of its utility rate structure, analyze its ability to recover costs based on customer demand and provide a long term financial plan for the next five-year period. This firm prepared the last rate study in 2018.

## **ANALYSIS:**

City staff contacted the previous rate study provider and requested an updated study to cover the next five-year period. After a pre-bid meeting to better understand the current conditions the vendor provided a similar cost proposal as last time. We were satisfied with the previous product and service provided by Tuckfield and Associates and expect similar professional services.

## **FINANCIAL IMPACT:**

Funding for this project is available from the Water Enterprise Fund, 4657010-51820 and from the Sewer Enterprise Fund, 4173510-51820.

## **SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into this 11th day of July, 2023, by and between THE CITY OF LOMA LINDA, a Municipal Corporation (hereinafter referred to as "CITY") and Tuckfield & Associates a California a corporation/a partnership/a sole proprietor, (hereinafter referred to as "CONTRACTOR").

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

#### **A. RECITALS**

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

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

#### **B. AGREEMENT**

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

c. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, secure the required issuance of a City Business License as a condition precedent to being engaged as a CONTRACTOR within the CITY.

3. CITY agrees as follows:

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

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

4. CITY agrees to provide to CONTRACTOR:

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

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

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

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

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

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

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

8. Definition of Contract Period: The Contract shall be in force from April 11, 2023, until June 30, 2025. Payments for the items in the Bidding Schedule shall be prorated for the portion of the year during which the work is performed. .

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

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

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

9. Insurance:

a) Type of /Required Coverages

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

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

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

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

- (3) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

b) Endorsements

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

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

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

Additional Insured Endorsements shall not:

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

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

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

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

c) Notice of Cancellation

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

d) Waiver of Subrogation

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

e) Evidence of Insurance

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

f) Deductible or Self-Insured Retention

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

g) Contractual Liability

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

h) Failure to Maintain Coverage

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

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

i) Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

j) Claims Made Policies

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

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

k) Insurance for Subcontractors

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

10. Indemnification:

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

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

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

11. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONTRACTOR without the prior written consent of CITY.
12. Independent Contractor: The parties hereto agree that CONTRACTOR and its employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.
13. Compliance With Laws: CONTRACTOR shall comply with all applicable laws in performing its obligations under this Agreement.
14. Confidentiality: Information and materials obtained by the CONTRACTOR from CITY during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the CONTRACTOR for any purpose other than the performance of this Agreement.
15. Discrimination: The CONTRACTOR agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the CONTRACTOR agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.
16. Government Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
17. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover reasonable attorneys' fees and costs from the opposing party in an amount determined by the Court to be reasonable.
18. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only as it is in writing, signed by all parties.
19. Contents of Request for Proposals: Contractor is bound by the contents of City's Request for Proposal, Exhibit "A" hereto and incorporated herein by this reference, and the contents of the proposal submitted by Contractor, Exhibit "B" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Contractor's proposal.

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

CONTRACTOR:

CITY:  
City of Loma Linda, A Municipal Corporation

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

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

# **CITY COUNCIL AGENDA PACKET**

## **AGENDA ITEM NO 9**



# City of Loma Linda Official Report

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

COUNCIL AGENDA: July 11, 2023

TO: City Council

FROM: T. Jarb Thaipejr, City Manager TJT

SUBJECT: Award Contract for Electrical Engineering Services for Sewer Lift Station, Juanita Street

Approved/Continued/Denied By City Council Date _____
--

## **RECOMMENDATION**

It is recommended that the City Council award the contract for electrical engineering services for the sewer lift station at the end of Juanita Street to A & F Engineering Group, Inc. of Rancho Cucamonga, CA, for an amount of \$13,000.00, and approve a contingency amount of \$1,300.00.

## **BACKGROUND**

The City is currently in the process of updating and replacing the existing sewer lift station at the easterly end of Juanita Street. The general site work design was begun in March and now the detailed electrical design is needed. A & F Engineering Group, Inc. is the electrical engineer who provided the design for the emergency generator at the Civic Center.

## **ANALYSIS**

Staff requested a quote from the electrical engineer working on the emergency generator at City Hall. The cost compares favorably and the quote is in line with similar work provided to the City. Our past experience with this vendor has been positive and staff recommends to continue utilizing their services. It is not unusual for a construction project to experience the need to add or reduce the quantities of work items or the scope of work as field conditions dictate. This is generally caused by unforeseen circumstances or work needed to maintain the integrity of the project. Therefore, Staff recommends an allocation of \$1,300.00 ( $\pm 10\%$  of contract) for such circumstances.

## **FINANCIAL IMPACT**

Funding is available in Account No. 4173510-58250, Sewer Capital.

## **SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into this 27th day of June, 2023, by and between THE CITY OF LOMA LINDA, a Municipal Corporation (hereinafter referred to as "CITY") and A & F Engineering Group, Inc. a California a corporation/a partnership/a sole proprietor, (hereinafter referred to as "CONTRACTOR").

### **ELECTRICAL ENGINEERING SERVICES IN THE CITY OF LOMA LINDA**

#### **A. RECITALS**

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

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

#### **B. AGREEMENT**

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

c. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, secure the required issuance of a City Business License as a condition precedent to being engaged as a CONTRACTOR within the CITY.

3. CITY agrees as follows:

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

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

4. CITY agrees to provide to CONTRACTOR:

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

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

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

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

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

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

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

8. Definition of Contract Period: The Contract shall be in force from April 11, 2023, until June 30, 2025. Payments for the items in the Bidding Schedule shall be prorated for the portion of the year during which the work is performed. .

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

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

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

9. Insurance:

a) Type of /Required Coverages

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

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

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

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

- (3) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

b) Endorsements

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

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

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

Additional Insured Endorsements shall not:

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

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

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

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

c) Notice of Cancellation

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

d) Waiver of Subrogation

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

e) Evidence of Insurance

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

f) Deductible or Self-Insured Retention

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

g) Contractual Liability

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

h) Failure to Maintain Coverage

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

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

i) Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

j) Claims Made Policies

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

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

k) Insurance for Subcontractors

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

10. Indemnification:

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

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

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

11. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONTRACTOR without the prior written consent of CITY.
12. Independent Contractor: The parties hereto agree that CONTRACTOR and its employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.
13. Compliance With Laws: CONTRACTOR shall comply with all applicable laws in performing its obligations under this Agreement.
14. Confidentiality: Information and materials obtained by the CONTRACTOR from CITY during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the CONTRACTOR for any purpose other than the performance of this Agreement.
15. Discrimination: The CONTRACTOR agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the CONTRACTOR agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.
16. Government Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
17. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover reasonable attorneys' fees and costs from the opposing party in an amount determined by the Court to be reasonable.
18. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only as it is in writing, signed by all parties.
19. Contents of Request for Proposals: Contractor is bound by the contents of City's Request for Proposal, Exhibit "A" hereto and incorporated herein by this reference, and the contents of the proposal submitted by Contractor, Exhibit "B" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Contractor's proposal.

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

CONTRACTOR:

CITY:

City of Loma Linda, A Municipal Corporation

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

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

# A&F ENGINEERING GROUP, INC.

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CONSULTING ELECTRICAL ENGINEERS

June 2, 2023

Mr. Jarb Thaipejr  
**City of Loma Linda**  
25541 Barton Road  
Loma Linda, CA 92354

Re: **Sewer Lift Station**  
Loma Linda, CA 92354  
A & F Engineering Group, Inc. Proposal

Mr. Thaipejr,

Pursuant to your request, we are pleased to submit this proposal to furnish Electrical Engineering services for the aforementioned project.

The scope includes, but is not limited to, the following:

- Electrical service upgrade to convert from 120/240v., 1Ph., 3w. to 480/277v., 3Ph., 4w. to accommodate the new Sewer Lift pump.
- Back-feed the existing lift station from the new Electrical service distribution equipment.
- Provide a new generator for emergency back-up power at the new lift station.
- Provide a new outdoor distribution board to interface with the new generator.
- Provide an outdoor rated automatic transfer switch for the distribution board. Transfer switch to be located adjacent to the new distribution board.
- Coordinate the location of the generator with the Construction Manager and the Owner's representative.
- Coordinate the location of the switchboard and transfer switch with the Construction Manager and The Owner's representative.
- Lighting design for the new Sewer Lift station.
- Title 24 Compliance calculations.
- Single line diagram.
- Two (2) site visit.

A & F Engineering Group, Inc. services for this project will include but not limited to the following:

## **I. SERVICES TO BE PROVIDED:**

1. Construction Document Phase
  - A. Attend coordination conference calls with the Construction Manager, Owner's Representative, the Architect and other design team members.
  - B. Construction documents shall include plans, diagrams, schedules and details necessary for obtaining a building permit in accordance with the local jurisdiction. Drawing package shall include, but not be limited to:
    - 1) Site plan indicating connections to utility services, location of electrical distribution equipment, generator, ATS, and routing of underground duct banks.

- 2) Enlarged plans indicating the location of the main switchboard, ATS, and connections to the service switchboard and the energizing of the new Sewer Lift Station.
    - 3) Exterior lighting plan indicating fixtures, fixture types, control device location and required circuiting.
    - 4) Single Line Diagram and panel.
    - 5) Title 24 Compliance calculations.
  - C. Preparation of Electrical, Division 26 Specifications.
  - D. Coordinate with the work of the Architect, and Plumbing engineers.
  - E. Submit drawings in pdf format to the Architect / Owner for initial submittal to the AHJ.
  - F. Incorporate plan check corrections and submit a written response to the plan check corrections.
  - G. Submit electronically signed pdf copies of the completed (100%) drawings and specifications to the Architect / Owner for plan approval.
2. Construction Support Phase
    - A. Review Shop drawings and submittals by the Contractor.
    - B. Interpret electrical contract documents for proper execution of work during construction.
    - C. Assist the Architect / Owner in the preparation of Instruction Bulletins and Change Orders.
3. Work Not Included
    - A. Design phase site visits.
    - B. Building interior lighting, power and signal remodel.
    - C. Overcurrent protective device coordination study and arc flash study.
    - D. Cost estimates. Cost estimates shall be performed by an independent cost estimator.
    - E. Delivery of construction documents to plan check agencies and plan check fees.
    - F. Design of temporary construction power.
    - G. Structural details/calculations for supporting/anchoring of electrical equipment.
    - H. Creation of as-built drawings from Contractor's redlines.
    - I. Creation of .dwg file with SCE layering. Creation of SCE .dwg file by others.

## **II. COMPENSATION**

1. Electrical Engineering services will be provided based on a lump sum fixed fee of **Thirteen Thousand dollars (\$13,000.00)**.
2. Services shall be invoiced monthly based upon the work completed. Payment is due within 30 days of invoice date.
3. Attendance to additional construction meetings and site visits authorized by the Architect/Owner will be billed at **Six Hundred dollars (\$600.00)** per meeting or site visit.

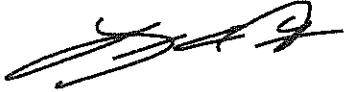
4. Additional fees, based on the following hourly rates, shall apply for any and all revisions to the Scope of Work:

Principal	\$200.00
Engineer	\$175.00
Project Manager	\$165.00
Sr. Designer	\$140.00
Designer	\$120.00
CAD Drafting	\$ 90.00
Clerical	\$ 70.00

5. Reimbursable expenses are in addition to compensation and include expenses for overnight delivery services, couriers and printing. Reimbursable expenses will be invoiced at cost plus 10%.

We are looking forward to working with your office on this project. Please contact our office if you have any questions or require additional information.

Sincerely,



Luis E. Flores  
Principal

LEF:ms

ACCEPTED \_\_\_\_\_ DATE \_\_\_\_\_

# **CITY COUNCIL AGENDA PACKET**

## **AGENDA ITEM NO 10**



# City of Loma Linda Official Report

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

COUNCIL AGENDA: July 11, 2023

TO: City Council

FROM: T. Jarb Thaipejr, City Manager/Public Works Director *T. J. T.*

SUBJECT: Award Contract to Fabricate and Install Ceramic Tile Mural at Leonard Bailey Park

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

## **RECOMMENDATION**

It is recommended that the City Council award a contract in the amount of \$24,400.00 to Michel Angela Petersen of Bellingham, WA for the subject construction and approve a contingency amount of \$2,400.00 ( $\pm 10\%$ ).

## **BACKGROUND**

The artist, Michel Petersen, has completed ceramic tile murals at Hulda Crooks Park and the City Library last year. Her artwork has received great feedback from residents and those who have visited the sites. City staff contacted Ms. Petersen and requested a design and proposal for a ceramic tile mural to be installed at Leonard Bailey Park. The artist has provided the City with the attached proposal for a mural.

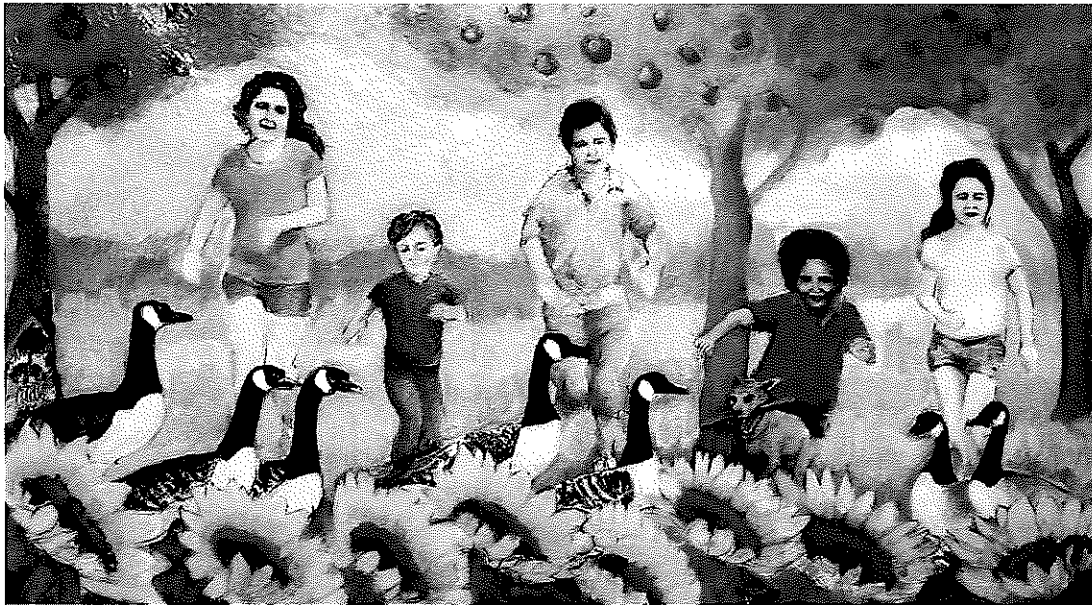
## **ANALYSIS**

It is not unusual for a construction project to experience the need to add or reduce the quantities of work items or the scope of work as field conditions dictate. This is generally caused by unforeseen circumstances or work needed to maintain the integrity of the project. Therefore, staff recommends an allocation of \$2,400 for such circumstances.

## **FINANCIAL IMPACT**

Funding for this project has been budgeted in Account No. 3232550-58500, Art in Public Places

A Pubic Art Proposal for the Leonard Bailey Park:  
City of Loma Linda



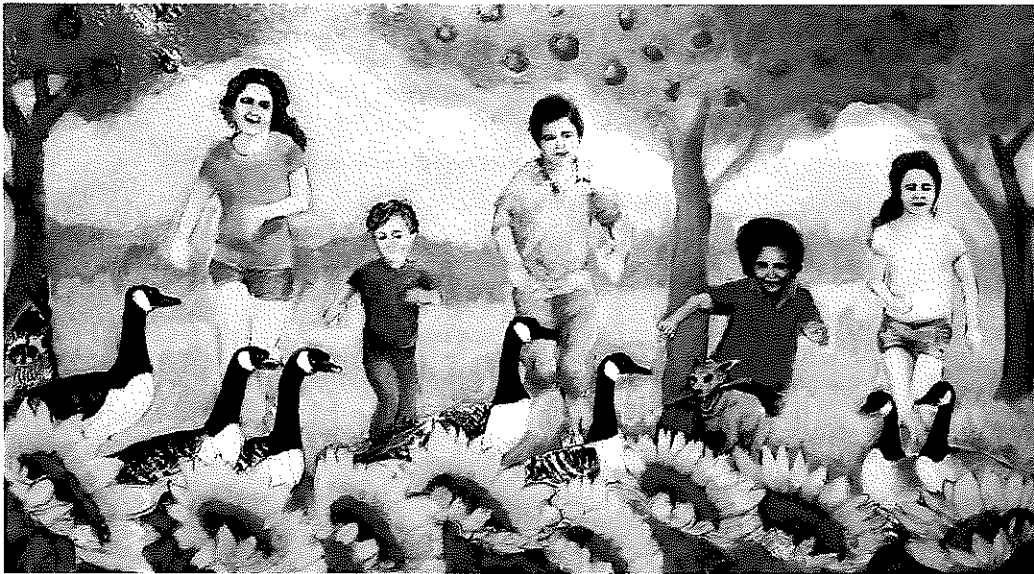
The Proposed Image for Leonard Bailey Park

The Artist: Michel Angela Petersen

Michel Angela Petersen; Artist-Owner, [http:// www.claygods.com](http://www.claygods.com)

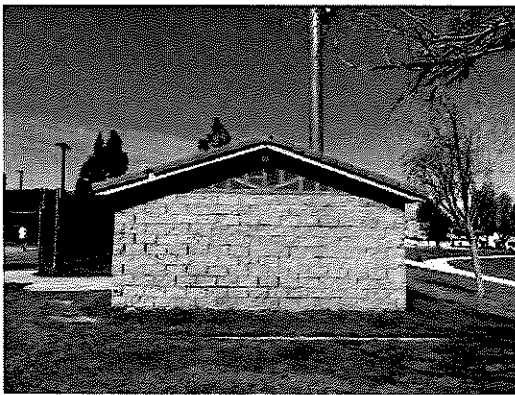
Michel Petersen is a ceramic artist of thirty years and has installed the largest handmade ceramic tile installation in the state of California, at Ventura Harbor in Ventura County, CA. Michel, received awards of excellence and honor from the National Senate, the National House of Representatives, the Ventura City Council, and the Ventura Harbor Port District. <https://claygods.com/curriculum-vitae>

### ***Proposal Image and Location for Leonard Bailey Park***



A 70 square foot, (7X10 foot) ceramic tile mural to be mounted at Leonard Bailey Park, Loma Linda, CA. The image embodies youthful exuberance with five children running surrounded by sunflowers, orange trees, and canadian Geese, all found in Loma Linda area itself.

### **The Building in the Leonard Bailey Park**



The building certainly needs some interest and colour and my work will add both for years to come. I believe that a large ceramic tile mural on this building will add greatly to both the overall beauty of the park and also of Loma Linda itself. Raising awareness of our youth, our environment and the natural creatures therein.

# **CITY COUNCIL AGENDA PACKET**

## **AGENDA ITEM NO 11**





# City of Loma Linda Official Report

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

COUNCIL AGENDA: July 11, 2023

TO: City Council

FROM: Lynette Arreola, City Clerk 

VIA: T. Jarb Thaipejr, City Manager 

SUBJECT: Award Contract for Agenda Management Software System

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

## **RECOMMENDATION:**

It is recommended that the City Council award a contract not to exceed \$22,647.00 to Cloud Driven Solutions of Fort Worth, TX for an Agenda Management Software System.

## **BACKGROUND:**

Cloud Driven Solutions has developed a meeting agenda management system software called AgendaLink. This cloud-based software provides the tools needed to successfully oversee City Council and other board-based meetings. It is capable of preparing agenda packets, recording meeting minutes, and supervising meeting space equipment such as microphones, displays, and cameras. The software will record, timestamps, motions, votes, and related information. This will be available to the public through displays in the meeting room as well as on broadcast. In addition, the public can register to speak and submit comments that will display automatically for the designated agenda item. The displays will show names and times for recording transparency.

## **ANALYSIS:**

City Council awarded a competitively bid contract in March 2023 to upgrade and renovate the audio-visual suite in the Council Chambers. Through the process, the vendor explained this compatible software and its many attributes. The upgraded controller and server are able to integrate the technology and take full advantage of the AgendaLink software.

The initial start-up license & support services for Fiscal Year 2023-24 is \$8,149. However, with a total of three (3) annual maintenance years the cost is \$22,647. The additional maintenance years are being bundled for \$6,749.00/year. The cost will not be due and payable until the appropriate fiscal year. Staff is requesting City Council authorization to commit to this three-year service agreement.

## **FINANCIAL IMPACT:**

The funding is available in Account No. 0011100-51550. Future years will need to be budgeted.

Exhibit A – Contract

## SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 11<sup>th</sup> day of July 2023, by and between THE CITY OF LOMA LINDA, a Municipal Corporation (hereinafter referred to as "CITY") and Cloud Driven Solutions (CDS), a California Corporation/a Partnership/a Sole Proprietor, (hereinafter referred to as "CONTRACTOR").

### A. RECITALS

1. City has heretofore requested of CONTRACTOR the performance of services with respect to AgendaLink Horizon Software – All training and services will be virtual – No scheduled on-site Services (PROJECT" hereinafter);
2. CONTRACTOR has now submitted its proposal for the performance of such services;
3. CITY desires to retain CONTRACTOR to perform the services necessary to render advice and assistance to CITY relating to the PROJECT;
4. CONTRACTOR represents that it is qualified to perform such services and is willing to perform such services as hereinafter defined.

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

### B. AGREEMENT

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

c. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, secure the required issuance of a City Business License as a condition precedent to being engaged as a CONTRACTOR within the CITY.

3. CITY agrees as follows:

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

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

4. CITY agrees to provide to CONTRACTOR:

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

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

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

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

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

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

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

8. Definition of Contract Period: The Contract shall be in force from July 11, 2023, until July 10, 2026.

Payments for the items in the Bidding Schedule shall be prorated for the portion of the year during which the work is performed.

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

CONTRACTOR: Cloud Driven Solutions  
Name: A J Thompson  
Title: Co-Founder/CEO  
Address: 6109 Walla Ave.  
Fort Worth, TX 76133

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

9. Insurance:

a) Type of /Required Coverages

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

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

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

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

endorsements shall be kept in force at all times during the performance of this Agreement.

- (3) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

b) Endorsements

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

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

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

Additional Insured Endorsements shall not:

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

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

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

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

c) Notice of Cancellation

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

d) Waiver of Subrogation

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

e) Evidence of Insurance

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

f) Deductible or Self-Insured Retention

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

g) Contractual Liability

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

h) Failure to Maintain Coverage

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

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

i) Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the

California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

j) Claims Made Policies

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

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

k) Insurance for Subcontractors

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

10. Indemnification:

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

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

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

parties, and shall if required be reformed to be consistent with those laws to protect and save this provision for the protection of the Indemnified Parties.

11. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONTRACTOR without the prior written consent of CITY.
12. Independent Contractor: The parties hereto agree that CONTRACTOR and its employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.
13. Compliance With Laws: CONTRACTOR shall comply with all applicable laws in performing its obligations under this Agreement.
14. Confidentiality: Information and materials obtained by the CONTRACTOR from CITY during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the CONTRACTOR for any purpose other than the performance of this Agreement.
15. Discrimination: The CONTRACTOR agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the CONTRACTOR agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.
16. Government Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
17. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover reasonable attorneys' fees and costs from the opposing party in an amount determined by the Court to be reasonable.
18. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only as it is in writing, signed by all parties.
19. Contents of Request for Proposals: Contractor is bound by the contents of City's Request for Proposal, Exhibit "A" hereto and incorporated herein by this reference, and the contents of the proposal submitted by Contractor, Exhibit "A" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Contractor's proposal.

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

CONTRACTOR:

CITY:

City of Loma Linda, A Municipal Corporation

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

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

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

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**Cloud Driven Solutions**

6109 Walla Ave  
 Fort Worth, TX 76133 US  
 +1 8175869580  
 ajthompson@clouddrivensolutions.com  
 https://www.clouddrivensolutions.com

**Estimate****ADDRESS**

Lynette Arreola  
 City of Loma Linda  
 25541 Barton Road  
 Loma Linda, CA 92354

**ESTIMATE****1083****DATE****05/17/2023**

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
<b>Yearly License Fees</b>				
AgendaLink Horizon 1yr License	1 year license for AgendaLink Horizon. Horizon is the modern cloud based meeting/agenda management platform with features such as processes, tasks, live meeting management, sharing, public portal, citizen engagement, and more.	3	1,749.00	5,247.00
AgendaLink Advanced Support	Advanced Support Services which include: 24/7 availability via phone, email, text, and chat ; 1 hours response times ; 6 hours of virtual training	3	5,000.00	15,000.00
				Subtotal: 20,247.00
<b>One-Time Onboarding Fee</b>				
AgendaLink Solo Onboarding	One time setup fee for the AgendaLink Solo platform. Our team will work with you to configure settings, boards, members, etc.	1	2,400.00	2,400.00
				Subtotal: 2,400.00
<b>TOTAL</b>				<b>\$22,647.00</b>

Accepted By

Accepted Date

# **CITY COUNCIL AGENDA PACKET**

## **AGENDA ITEM NO 12**



# City of Loma Linda Official Report

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

COUNCIL AGENDA: July 11, 2023

TO: City Council

FROM: Kyle MacGavin, Information Systems Analyst III (Through Channels)

VIA: T. Jarb Thaipejr, City Manager *T.J.T.*

SUBJECT: Award Contract to TechStrata for Endpoint Security Software for \$21,200

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

## **RECOMMENDATION:**

It is recommended that the City Council award the contract for Endpoint Security to Techstrata for the amount of \$21,165.00.

## **BACKGROUND:**

The backbone of cyber security for any organization starts with endpoint security. It is important that the city stays on the cutting edge of this technology because endpoint security is one of the first lines of defense the city has against external and internal threats. The city has been through multiple endpoint security software over the years, but this selected endpoint security, SentinelOne, is the most advanced yet.

## **ANALYSIS:**

Three (3) vendors were contacted to provide quotes for the endpoint security product SentinelOne, and the City received three responses in return. The quote provided by Techstrata was selected due to being the city's vendor for SentinelOne for the 2022-2023 fiscal year, along with their familiarity of the product, and their long standing relationship with the city.

## **FINANCIAL IMPACT:**

Funds have been budgeted for FY 2023-2024 and are allocated to the 51830 (Contractual Agreements) citywide accounts.

## **ATTACHMENT**

- A. Service Agreement
- B. TechStrata Quote Q-US4214

## SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between THE CITY OF LOMA LINDA, a Municipal Corporation (hereinafter referred to as "CITY") and \_\_\_\_\_, a California Corporation/a Partnership/a Sole Proprietor, (hereinafter referred to as "CONTRACTOR").

### A. RECITALS

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

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

### B. AGREEMENT

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

c. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, secure the required issuance of a City Business License as a condition precedent to being engaged as a CONTRACTOR within the CITY.

3. CITY agrees as follows:

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

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

4. CITY agrees to provide to CONTRACTOR:

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

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

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

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

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

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

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

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

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

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

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

9. Insurance:

a) Type of/Required Coverages

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

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

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

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

- (3) **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 each accident for bodily injury and \$1,000,000 each employee for bodily injury by disease.

b) Endorsements

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

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

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

Additional Insured Endorsements shall not:

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

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

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

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

c) Notice of Cancellation

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

d) Waiver of Subrogation

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

e) Evidence of Insurance

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

f) Deductible or Self-Insured Retention

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

g) Contractual Liability

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

h) Failure to Maintain Coverage

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

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

i) Acceptability of Insurers

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the City.

j) Claims Made Policies

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

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

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

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- b) Contractual Indemnity. To the fullest extent permitted under California law, Contractor shall contractually indemnify, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, amounts for good faith settlement, or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees and costs), arising out of or related to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Consultant is legally liable, including but not limited to Contractor's officers, agents, independent contractors, subcontractors or affiliated or related entities and/or its or their employees, agents and representatives, including all negligent acts or omissions, or intentional misconduct or other actions, omissions to act or conduct of Contractor, including its subcontractors, employees, agents and other persons or entities performing work for Contractor. Indemnification shall include any claim that Contractor or

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

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- f) Limitations on Scope of Indemnity. Notwithstanding the foregoing, Contractor shall not be responsible for indemnification for claims or losses caused solely by the negligence or intentional wrongdoing of Indemnified Parties. Further, the indemnity provided shall be interpreted as broadly as permitted under California law and as to agreements between

parties, and shall if required be reformed to be consistent with those laws to protect and save this provision for the protection of the Indemnified Parties.

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12. Independent Contractor: The parties hereto agree that CONTRACTOR and its employees, officers, and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.
13. Compliance With Laws: CONTRACTOR shall comply with all applicable laws in performing its obligations under this Agreement.
14. Confidentiality: Information and materials obtained by the CONTRACTOR from CITY during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the CONTRACTOR for any purpose other than the performance of this Agreement.
15. Discrimination: The CONTRACTOR agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the CONTRACTOR agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.
16. Government Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.
17. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of this Agreement, the prevailing party in said legal proceeding shall be entitled to recover reasonable attorneys' fees and costs from the opposing party in an amount determined by the Court to be reasonable.
18. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only as it is in writing, signed by all parties.
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IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the day and year first set forth above.

CONTRACTOR:

CITY:  
City of Loma Linda, A Municipal Corporation

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

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

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

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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



TECHSTRATA, LLC  
9871 Irvine Center Drive, suite100  
Irvine, CA 92618

Quote Date	Quote #
6/18/2023	Q-US4214

Customer Information
City of Loma Linda 25541 Barton Road Loma Linda, CA 92354 Attn: Kyle MacGavin

Sales Rep Information
Mike Khalili 9871 Irvine Center Drive, suite 100 Irvine, CA 92618

Expiration Date	Project
6/30/2023	Endpoint Protection

Part #	Description	Qty	Price	Total
PF-PLT-FF-T1-S.	Singularity XDR Platform. Access to the Singularity XDR Platform, includes initial XDR Ingest Term: 36 months	1	2,319.00	2,319.00
S1-CMP-EN-T2-S.	SentinelOne, Inc. - PF-PLT-FF-T1-S Complete Protection Platform (Per Workstation). EPP + EDR, with NGAV (AI), Rogues IoT, Firewall Control, Device Control, Remote Shell, Deep Visibility and up to 100 concurrent STAR Rules, Standard Support Plan Term: 36 months	200	55.75	11,150.00
SS-VR-ND-T2-S.	SentinelOne, Inc. - S1-CMP-EN-T2-S Vigilance Respond (Per Endpoint). 24x7 Managed Detection and Response Term: 36 months SentinelOne, Inc. - SS-VR-ND-T2-S	200	38.48	7,696.00

NOTE: Purchaser's execution of this quote, either by issuance of a purchase order or by signing below, creates a binding purchase contract pursuant hereto. An additional charge of 1.5% per month is accrued on delinquent balances. Attorneys' fees and costs are recoverable by the prevailing party to any litigation enforcing this Agreement. This Agreement is entered into and to be interpreted under the laws of the State of California and venue is within Orange County, California. Applicable sales tax and delivery charges are the purchaser's responsibility and will be added to this quote when invoiced. Minimum shipping charge is \$15.

Subtotal	\$21,165.00
Sales Tax (7.75%)	\$0.00
Total	\$21,165.00

Signature: \_\_\_\_\_

Phone #
949-503-6140

E-mail
billing@techstrata.com

# **CITY COUNCIL AGENDA PACKET**

## **AGENDA ITEM NO 13**



# City of Loma Linda Official Report

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

COUNCIL AGENDA: July 11, 2023

TO: City Council

FROM: T. Jarb Thaipejr, City Manager/Public Works Director 

SUBJECT: Notice of Completion of the Installation of Street Lights, Various Locations.

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

## **RECOMMENDATION**

It is recommended that the City Council approve a change order in the amount of \$9,929 for two additional street lights replacements authorized by City Staff, accept this project as substantially complete and authorize the City Clerk to file the Notice of Completion.

## **BACKGROUND**

On May 9, 2023, City Council awarded the contract for Installation of Street Lights at various locations to Sierra Pacific of Riverside, CA for \$23,458 and approved a contingency of \$2,300. City staff provided the construction management services and construction inspection.

The final project cost was \$33,387. Following the contract approval, City staff authorized the replacement of two additional street lights that were damaged. The costs for the additional work and material exceeded the approved contract amount including the \$2,300 approved contingency by \$7,629.

## **ANALYSIS**

The City has recovered much of the repair costs from the damaged streetlights from the insurance providers of the guilty parties. The reimbursement costs have been credited to the General Fund (Traffic Safety) revenues. Funding for the change order for this project will come from the Traffic Safety expenditure account.

All work was completed satisfactorily. Attached is the Notice of Completion for the subject project. Upon City Council authorization, the City Clerk will submit the Notice of Completion for recordation. The one (1) year warranty provided by the contractor will commence from the date of recordation.

## **FINANCIAL IMPACT**

Project funded by Account No. 01-3030-1300 (Streets & Traffic Safety, Repairs & Maintenance).

LYNETTE ARREOLA RECORDING REQUESTED BY:  AND  WHEN RECORDED MAIL TO:  LYNETTE ARREOLA CITY CLERK CITY OF LOMA LINDA 25541 BARTON ROAD LOMA LINDA CA 92354	
--	--

APN: N/A

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
 EXEMPT FROM FILING FEES, GOVERNMENT CODE SECTION 6103

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described:
2. The FULL NAME of the OWNER is City of Loma Linda
3. The FULL ADDRESS of the OWNER is 25541 Barton Road, Loma Linda, CA 92354
4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: In fee.

(If other than fee, strike "in fee" and insert, for example "purchaser under contract of purchase" or "lessee.")

5. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

Names

Addresses

6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

Names

Addresses

7. A work of improvement on the property hereinafter described was COMPLETED June 29, 2023

8. The work of improvement completed is described as follows: Installation of street light at various locations

9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is Sierra Pacific, 2542 Avalon Street, Jurupa Valley, CA 92509

10. The street address of said property is Various street locations

11. The property on which said work of improvement was completed is in the City of Loma Linda County of San Bernardino, State of California, and is described as follows: Installation of street light at various locations

Signature of Owner or Agent Owner \_\_\_\_\_ Date: \_\_\_\_\_  
Lynette Arreola, City Clerk

Verification of INDIVIDUAL owner \_\_\_\_\_: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

\_\_\_\_\_  
Date and Place (Signature of owner named in paragraph 2)

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the \_\_\_\_\_ City Clerk \_\_\_\_\_ of the aforesaid interest or "PRESIDENT, PARTNER, MANAGER, AGENT, ETC."

in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

\_\_\_\_\_  
Date and Place (Signature of person signing on behalf of owner)  
Lynette Arreola, City Clerk

# **CITY COUNCIL AGENDA PACKET**

## **AGENDA ITEM NO 14**



# City of Loma Linda Official Report

Phillip Dupper, Mayor  
Ronald Dailey, Mayor pro tempore  
John Lenart, Councilman  
Bhayin Jindal, Councilman  
Rhodes Rigsby, Councilman

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

COUNCIL AGENDA: July 11, 2023

TO: City Council

FROM: T. Jarb Thaipejr, City Manager/Public Works Director

SUBJECT: Accept Offsite Improvements for Tract 19963, Phase 1 (Westside of New Jersey Street between Citrus Avenue and Orange Avenue, KB Homes)

## **RECOMMENDATION:**

It is recommended that the City Council accept the offsite improvements for Tract Map 19963; release the associated guarantee and begin the one-year maintenance period.

## **BACKGROUND:**

On February 13, 2018 the City Council approved Tract Map No. 19963, subject to conditions of approval. This subdivision, located on the west side of New Jersey Street between Citrus Avenue and Orange Avenue, consists of 95 parcels for single family residence purposes. Approximately half of these parcels are in phase 1. The developer, KB Homes, has completed the installation of the offsite improvements and had posted a guarantee for completion of the improvements. The developer has made a request to have the City accept the improvements and begin the one-year maintenance period.

## **ANALYSIS:**

The offsite improvements have been completed and reviewed. Staff is satisfied that the improvements are ready to be accepted by the City. The Developer will submit a maintenance guarantee of 10% for one year to guarantee the installed improvements.

## **FINANCIAL:**

The new infrastructure will be added to the City inventory.

# **CITY COUNCIL AGENDA PACKET**

## **AGENDA ITEM NO 15**



# City of Loma Linda Official Report

Phill Dupper, Mayor  
Ronald Dailey, Mayor pro tempore  
Rhodes Rigsby, Councilman  
John Lenart, Councilman  
Bhavin Jindal, Councilman

CITY COUNCIL AGENDA: July 11, 2023

TO: City Council

FROM: Dan Harker, Fire Chief *T.I.*

SUBJECT: Council Bill # R-2023-29 Adopt the City of Loma Linda's Emergency Operations Plan (EOP) Update.

Approved/Continued/Denied

By City Council

Date \_\_\_\_\_

## **RECOMMENDATION**

It is recommended Council adopt Council Bill #R-2023-29 approving the City of Loma Linda's Emergency Operations Plan (EOP) and repeal Resolution 2783 pertaining to the EOP update from 2013.

## **BACKGROUND**

In order to promote planning for and coordinating emergency response to natural, technological, biological, chemical, nuclear, or conflict-based emergencies, the federal government developed the National Incident Management System (NIMS), which fulfills the Homeland Security Presidential Directive/HSPD5. NIMS directs local governments to create and maintain an Emergency Operations Plan (EOP). The objective of the EOP is to incorporate and coordinate all the facilities and personnel of the City into an efficient organization capable of responding effectively to any emergency. It is recommended that these plans be updated every five years. The City of Loma Linda's EOP identifies the City's emergency planning, organization, and response policies and procedures. The plan also addresses the integration and coordination with other governmental agencies, special districts, and non-governmental organizations involved in emergency preparedness, management, and response operations.

## **ANALYSIS**

The EOP is a preparedness document designed to be read, understood, and exercised before an emergency. While providing specific roles and responsibilities, it is intended to be flexible enough to use in all emergencies anticipated to impact Loma Linda. This plan defines the scope of preparedness and incident management activities and describes organizational structures, roles and responsibilities, policies, and protocols for providing emergency support. Use of the EOP is intended to facilitate effective response and short-term recovery activities as well as setting the stage for successful long-term recovery. In its updated form, the EOP should help drive decisions on long-term prevention, risk-based preparedness measures, and pre-designates representatives to facilitate responsive and collaborative incident management.

## **FINANCIAL IMPACT**

None

EXHIBIT A: Loma Linda Basic Emergency Operations Plan (EOP)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOMA LINDA, CALIFORNIA, ADOPTING AND AUTHORIZING REVISIONS TO THE EMERGENCY OPERATIONS PLAN AND REPEALING RESOLUTION 2783.

WHEREAS, 2.28.100 of the Loma Linda Municipal Code requires that the City of Loma Linda develop an Emergency Operations Plan which plan shall provide for the effective mobilization of all of the resources of the city, both private and public, to meet any condition constituting a local emergency, state of emergency, or state of war emergency; and shall provide for the organization, powers and duties, services, and staff of the emergency organization; and

WHEREAS, in response to the requirement stated above, the City of Loma Linda has prepared an Emergency Operations Plan to provide prompt and effective emergency response procedures to be followed in the event of a major emergency or disaster; and

WHEREAS, this City has also prepared an Emergency Operations Plan in order to reduce the potential effects of a major emergency or disaster and to protect the health, safety, and welfare of the residents of the City of Loma Linda;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Loma Linda hereby adopts the Emergency Operations Plan and authorizes minimal needed revisions.

PASSED, APPROVED, AND ADOPTED this 11<sup>th</sup> day of July 2023 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

---

Phillip Dupper, Mayor

ATTEST:

---

Lynette Arreola, City Clerk



# City of Loma Linda Emergency Operations Plan

Part I Basic Plan

2023



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## Emergency Operations Center Activation Quickstart Guide

The City of Loma Linda (City) Emergency Operations Center (EOC) supports the command-and-control functions of the on-scene incident response. There is often insufficient information to determine if the EOC should be activated or how long an activation may last when an incident occurs. A virtual or partial EOC activation may be initiated if this condition occurs. More detailed information on emergency activations levels is contained in **Section 4.2.3**.

Once an EOC activation begins, the first arriving staff should use this Quickstart Guide to set up and operate the EOC efficiently. When activated, the EOC coordinates response to all impacts on city communities, employees and facilities, critical and other infrastructure/services, and business functions. The EOC carries out this function through:

- Information Collection and Evaluation
- Operational Planning
- Resource Management
- Priority Setting

### Overall Priorities:

- **Life/Safety**
- **Incident Stabilization**
- **Property Preservation**



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EOC ACTIVATION CHECKLIST	
COMPLETED Date/Time	TASK
	Open the City Emergency Operations Center (EOC) by assuming the role of EOC Director. Use the EOC Directors Job Aid in Appendix C. The primary EOC is located at 25541 Barton Road, Loma Linda, CA 92354.
	Establish the level of activation with the City Manager's Office and Emergency Management Division. Use the guidance provided in Section 4.2.3.
	Use EOC Call Down Roster to send an EOC Activation notification to staff.
	Follow building inspection instructions. Consider which EOC should be activated based on damage and inspections.
	Ensure each workstation has an Emergency Operations Plan (EOP) with position job aids, along with paper, pen, message forms (ICS Form 213), and Unit Log (ICS Form 214). Office supplies are located in the EOC closet.
	The first person to arrive at the EOC will circulate ICS Form 211 for sign-in purposes. These will be provided to the Finance Section Time Keeping Unit and Planning Section Documentation Unit.
	Contact the San Bernardino Operational Area (909) 356-3998 and notify them the EOC is activated.
	Create a WebEOC incident. Turn on all audio-visual displays.
	Post the EOC staffing chart. Use ICS Form 203, Organization Assignment List.
	Begin to develop situational awareness about the extent and severity of the incident. Use the Information Collection Plan in <b>Appendix B</b> .
	Initiate preparation of the Incident Briefing, ICS Form 201.
	Turn over duties as the EOC Director to more senior staff when directed.



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## FOREWARD

This Emergency Operations Plan addresses the City of Loma Linda's planned response to extraordinary emergency situations associated with natural disasters, technological incidents, and national security emergencies in both war and peacetime.

The plan does not address normal day-to-day emergencies or the well-established and routine procedures used in coping with such emergencies. Instead, the operational concepts reflected in this plan focus on potential large-scale disasters, which can generate unique situations requiring unusual emergency responses. Such disasters pose major threats to life, the environment, and property and can impact the well-being of large numbers of people.

This plan integrates California's Standardized Emergency Management System (SEMS) regulations while meeting the requirements of the concepts and principles established in federal National Incident Management System (NIMS) regulations. Homeland Security Presidential Directive 5 (HSPD 5) directs the United States Department of Homeland Security (USDHS) to lead a coordinated national effort with other federal departments and agencies and State, Local and Tribal governments to establish a National Response Plan (NRP) and the National Incident Management System.

The City of Loma Linda created the Emergency Operations Plan founded in the Incident Command System (ICS) principles and concepts within the Standardized Emergency Management System (SEMS). The SEMS and the NIMS are compatible plans, and the City of Loma Linda recognizes these policies and utilizes the SEMS/NIMS as a basis for the ICS structure. The SEMS/NIMS creates a standard incident management system that is scalable and modular and can be used in incidents of any size/complexity. These functional areas include command, operations, planning, logistics, and finance/administration. The SEMS/NIMS incorporate such principles as Unified Command (UC) and Area Command (AC), ensuring further coordination for incidents involving multiple jurisdictions or agencies at any level of government.

Homeland Security Presidential Directive 8 (HSPD 8) is a companion policy to HSPD 5 and will provide guidance and standards, through the NIMS Integration Center (NIC), for preparedness activities, including training, exercising, employee certification, credentialing, and National Resource Typing Protocols.

This plan is a preparedness document designed to be read, understood, and exercised before an emergency. It provides the planning bases for hazard identification, hazard mitigation, disaster preparedness, emergency response, and recovery efforts. The Plan creates a uniform structure for emergency management. It is designed to include the City of Loma Linda as part of the California Standardized Emergency Management System (SEMS). However, it is written primarily for (1) City Management Staff, (2) City Employees, (3) Federal, State, and County Governments, (4) Special Districts that serve City of Loma Linda residents, and (5) Private and volunteer organizations involved in emergencies.

City departments identified in this plan will develop and maintain current Standard Operating Procedures (Department SOPs), which will detail how their assigned responsibilities will be performed to support the implementation of the Emergency Operations Plan.



## **EMERGENCY MANAGEMENT GOALS**

- Provide effective life safety measures and reduce property loss.
- Provide for the rapid resumption of impacted businesses and community services.
- Provide accurate documentation and records required for cost recovery efforts.

## **ORGANIZATION OF THE EMERGENCY OPERATIONS PLAN**

- Basic Plan. The Basic Plan contains information on the overall organizational and operational concepts relative to response and recovery and an overview of potential hazards. The intended audience of the Basic Plan is the City's decision-makers and managers.
- EOP Appendices. The EOP Appendices contains reference materials identified in the EOP.

## **HAZARDOUS MATERIALS**

The San Bernardino County Fire Department is designated as the Administering Agency for hazardous materials for the City of Loma Linda, as required by Chapter 6.95 of the Health and Safety Code. This Emergency Operations Plan complies with and relies on the City's hazardous materials response plan as required by the Environmental Protection Agency's NRT1-A.

## **APPROVAL AND PROMULGATION**

This plan will be reviewed by all departments/agencies assigned a primary function in the Emergency Responsibilities Matrix (EOC Manual - Management Section). Upon completion of the review and written concurrence by these departments/agencies, the plan will be submitted to the City Council for approval. Upon agreement by the City Council, the Plan will be officially adopted and promulgated. A copy will then be forwarded to the Governors' Office of Emergency Services (Los Alamitos) for review.



## LETTER OF PROMULGATION

**To: Officials, Employees, Contract Staff, and the Whole Community of the City of Loma Linda**

Protection of life, property, and natural resources is an inherent function of our government. The City of Loma Linda, California, has prepared this Emergency Operations Plan (EOP or Plan) to ensure the most efficient use of resources to protect our community and its property before, during, and after a natural, technological, or human-caused emergency.

Although a plan alone cannot prevent disaster situations, actions carried out by knowledgeable and well-trained personnel can and will minimize losses of such disasters. This Plan confirms our City's emergency organization, assigns tasks, presents policies and general procedures, and coordinates planning within various emergency management functions utilizing the Standardized Emergency Management System (SEMS) in alignment with the National Incident Management System (NIMS). This Plan aims to integrate and coordinate all Loma Linda City facilities and personnel into an effective team that can prevent, protect, respond to, and recover from emergencies.

This EOP is an extension of the State Emergency Plan and the San Bernardino County Operational Area Emergency Response Plan. It will be examined, exercised as needed, and updated to meet changing conditions.

The City Council fully supports this Plan and encourages all agencies, employees, and the whole community to assist in emergencies affecting the City of Loma Linda.

This letter promulgates and adopts the City of Loma Linda Emergency Operations Plan and formally adopts SEMS and NIMS by the City of Loma Linda. This plan becomes effective on approval by the City Council of the City of Loma Linda.

City Manager

City of Loma Linda



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## SIGNED CONCURRENCES BY PRIMARY RESPONSE DEPARTMENTS

Having reviewed the foregoing **City of Loma Linda Emergency Plan** and approved same, I hereto set my signature.

---

Administration Department, *City Manager*

---

City Clerk Department, *City Clerk*

---

Community Development, *Community Development Director*

---

Finance Department, *Finance Director/Treasurer*

---

Fire Department, *Fire Chief*

---

Information Systems Department, *City Manager*

---

Public Works Department, *Director/City Engineer*

---

San Bernardino County Sheriff's Department, *Sheriff's Designee*



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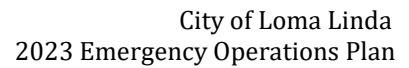


## Plan Distribution List

Loma Linda Departments	<b>Administrative Department</b>	
	City Manager	
	Human Resources Director	
	<b>City Clerk Department</b>	
	City Clerk	
	Assistant City Clerk	
	<b>City Council</b>	
	City Council/Mayor	
	<b>Community Development Department</b>	
	Community Development Director	
	<b>Finance Department</b>	
	Finance Director/Treasurer	
	<b>Fire Department</b>	
	Fire Chief	
	Deputy Chiefs	
	Battalion Chiefs	
	Emergency Services Coordinator	
	Emergency Operations Center	
	<b>Information Systems Department</b>	
	City Manager	
	<b>Public Works Department</b>	
	Public Works Director/City Engineer	
	<b>San Bernardino Sheriff's Department</b>	
	Sheriff's Designee	
External Agencies	San Bernardino County Operational Area Office of Emergency Services	
	California Office of Emergency Services (Cal OES)	



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Record corrections and updates on this page as provided by the City's Emergency Services Coordinator. The Emergency Services Coordinator will maintain the official copy of the Emergency Operations Plan.

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## Plan Approval Resolution

(To be inserted upon adoption)



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## 1. EMERGENCY OPERATIONS PLAN OVERVIEW AND ADMINISTRATION

This Section provides general information on the content and use of the Emergency Operations Plan (EOP or Plan).

### 1.1 PLAN FORMAT AND USE

The EOP is designed to assist City and other staff members with key roles and responsibilities for responding during emergencies. Emergency management organization staff who support emergency response, report to the Emergency Operations Center (EOC) or Department Operations Centers (DOC) or are assigned to field response duties should use the EOP to guide their actions in completing assigned tasks.

The EOP is composed of a base plan with supporting appendices and annexes.

#### **BASIC PLAN**

The EOP provides an overview of the City's organization, policies, and approach to all phases of emergency preparedness. It is the foundation document for the City's emergency management program. The EOP identifies the functions and responsibilities of the emergency response organization and EOC staff and guides plan maintenance. It describes internal processes that address emergency response and coordination. The EOP intends to provide supporting documentation to emergency response staff that is detailed enough for effective response yet is flexible enough to be used in any emergency response.

#### **APPENDICES**

The EOP appendices include forms, checklists, and other supplemental information to be used in preparation for and during an emergency. Appendices also include supporting information that may frequently change, such as personnel rosters and contact lists.

### 1.2 PURPOSE AND SCOPE

The Basic Plan addresses the City of Loma Linda's planned response to emergencies associated with natural disasters and technological incidents – including both peacetime and wartime defense operations. It provides an overview of operational concepts, identifies components of the City's emergency management organization within the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS), and describes the overall responsibilities of the federal, state, and county entities and the City for protecting life and property and assuring the overall well-being of the population.

The Emergency Operations Plan (EOP) has been designed to serve the growing needs of the City of Loma Linda. As the population continues to increase and, with it, vulnerability to hazards, the EOP must be flexible enough to use in all emergencies. This plan meets that need and will increase the effectiveness and efficiency of the community's response and short-term recovery activities.



### 1.3 CITY EOP ACTIVATION

Activation of the EOP occurs as a result of any of the following conditions:

- By order of the Director of Emergency Services (Director) as specified in City Municipal Code Section 2.28, provided that the existence or threatened existence of a Local Emergency has been proclaimed per the City Municipal Code.
- When the Director determines that the available resources are inadequate to cope with the incident
- When the Governor proclaims a State of Emergency for an area that includes the City
- Automatically on the proclamation of a State of War Emergency as defined in California Emergency Services Act (Government Code §§ 8550, et seq.)
- A Presidential declaration of a National Emergency

EOP activation should not be confused with activation of the City's Emergency Operations Center (EOC). Detailed information about activating the City's EOC is contained in **Section 4.2.3** of this EOP.

### 1.4 AUTHORITIES

The California Emergency Services Act (Chapter 7 of Division 1 of Title 2 of the Government Code), hereafter referred to as the Act, provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency, by the Governor and/or appropriate local authorities, consistent with the provisions of the Act.

The SEMS Regulations (Chapter 1 of Division 2 of Title 19 of the California Code of Regulations), hereafter referred to as SEMS, establish the SEMS to effectively respond to multi-agency, multi-jurisdiction emergencies in California. SEMS is based on the Incident Command System (ICS) adapted from the system initially developed by the Firefighting Resources of California Organized for Potential Emergencies (FIRESCOPE) program. SEMS incorporates ICS, the Master Mutual Aid Agreement and existing mutual aid systems, the Operational Area concept, multi-agency or inter-agency coordination, and the Operational Area Satellite Information System (OASIS).

Homeland Security Presidential Directive 5 (HSPD 5) directed the United States Department of Homeland Security (USDHS) to lead a coordinated national effort with other federal departments and agencies and State, Local and Tribal governments to establish a National Response Plan (NRP) and the National Incident Management System. NIMS requires: 1) institutionalizing the Incident Command System, 2) incorporating NIMS into training and exercises, 3) incorporation of NIMS principles in Emergency Operations Plans, 4) local recognition of NIMS and adoption of NIMS principles and policies, 5) delivery of NIMS-mandated training courses to those individuals who may be involved in a future emergency response.

NIMS standard incident management structure is based on three key organizational systems:

- The Incident Command System (ICS) defines the operating characteristics, management components, and structure of incident management organizations throughout the life cycle of an incident.



- Multi-agency Coordination Systems, which define the operating characteristics, management components, and organizational structure of supporting entities.
- Public Information Systems, which include the processes, procedures, and systems for communicating timely and accurate information to the public during emergencies.

The *California Emergency Plan*, which the Governor promulgates, is published under the Act and provides overall statewide authorities and responsibilities and describes the functions and operations of government at all levels during extraordinary emergencies, including wartime. Section 8568 of the Act states, in part, that "the State Emergency Plan shall be in effect in each political subdivision of the state, and the governing body of each political subdivision shall take such action as may be necessary to carry out the provisions thereof." Local emergency plans are, therefore, considered to be extensions of the California Emergency Plan. In 2005, the California Emergency Plan was updated to comply with the National Incident Management System.

The California Civil and Government Codes contain several references to liability release (Good Samaritan Act) for those providing emergency services.

The following guidance provides emergency authorities for conducting and/or supporting emergency operations:

#### 1.4.1 LOCAL

- Emergency Preparedness and Functions (Ordinance No.1664)
- Emergency and Disaster Organization and Functions (Ordinance No. 153)
- Resolution adopting the Master Mutual Aid Agreement (Resolution No. 46)
- Resolution adopting Workmen's Compensation Benefits for Disaster Service Workers (Resolution No. 276)
- Resolution adopting the Emergency Operations Plan (Resolution No. xxx)
- Resolution adopting the National Incident Management System (Resolution No. xxx)
- San Bernardino County Operational Area Emergency Operations Plan
- City of Loma Linda Municipal Code

#### 1.4.2 STATE

- Standardized Emergency Management System (SEMS) Regulations (Chapter 1 of Division 2 of Title 19 of the California Code of Regulations) and (Government Code Section 8607(a)) Standardized Emergency Management System (SEMS) Guidelines.
- California Emergency Services Act (Chapter 7 of Division 1 of Title 2 of the Government Code).
- "Good Samaritan" Liability
- California Emergency Plan



- California Natural Disaster Assistance Act (Chapter 7.5 of Division 1 of Title 2 of the Government Code)
- California Hazardous Materials Incident Contingency Plan
- California Health and Safety Code, Division 20, Chapter 6.5, Sections 25115 and 25117, Chapter 6.95, Sections 2550 et seq., Chapter 7, Sections 25600 through 25610, dealing with hazardous materials
- Orders and Regulations which the Governor may selectively promulgate during a State of Emergency
- Orders and Regulations Promulgated by the Governor to Take Effect upon the Existence of a State of War Emergency
- California Master Mutual Aid Agreement
- Disaster Assistance Procedure Manual (CAL OES)
- California Emergency Resources Management Plan
- California Law Enforcement Mutual Aid Plan
- California Fire and Rescue Operations Plan

#### 1.4.3 FEDERAL

- Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (Public Law 93-288, as amended)
- Federal Civil Defense Act of 1950 (Public Law 920), as amended
- NRT-1, Hazardous Materials Emergency Planning Guide, and NRT-1A Plan Review Guide (Environmental Protection Agency's National Response Team)
- National Incident Management System (Homeland Security Presidential Directive 5)

### 1.5 RELATIONSHIP TO OTHER PLANS/REFERENCES

The EOP is the primary document used by the City to describe the conduct of emergency management activities. The EOP addresses how emergency response and recovery operations will be conducted and how resource support will be requested and coordinated.

The EOP is not a stand-alone document. Its purpose is to coordinate emergency operations while supporting the emergency plans and procedures of all City departments. The EOP is designed to be flexible enough to adapt to a changing response environment while meeting the needs of supporting and requesting organizations. Other plans and guidelines the EOP may support/complement include:

- State of California Emergency Plan 2017
- State of California Emergency Management Mutual Aid Plan 2012
- California Law Enforcement Mutual Aid Plan 2016



- California Fire Service and Rescue Emergency Mutual Aid Plan 2014
- California Public Health and Medical Emergency Operations Manual 2011
- Southern California Catastrophic Earthquake Plan 2010
- San Bernardino County Operational Area Emergency Response Plan (OAERP)
- The San Bernardino County Multi-Jurisdiction Local Hazard Mitigation Plan Update 2016
- Resilient IE
- City of Loma Linda Local Hazard Mitigation Plan
- City General Plan
- Other City Department Emergency Operations Plans and Standard Operating Procedures

### 1.6 STANDARD OPERATING PROCEDURE/GUIDES (SOPs/SOGs)

SOPs/SOGs describe the purpose, authorities, durations, and details of the preferred method for performing a single function or a number of interrelated functions in a uniform manner. The Emergency Services Coordinator and department directors are responsible for the development and maintenance of their respective segments of this plan and their appropriate supporting SOPs/SOGs as stated here and set forth in each section. Some department directors may choose to develop only one plan, the EOP, and make it an all-inclusive EOP/SOP.

### 1.7 PRIVATE INDUSTRY, SPECIAL DISTRICTS, AND NON-GOVERNMENT ORGANIZATIONS

Volunteer agencies and private agencies may participate in the mutual aid system along with governmental agencies. For example, the disaster medical mutual aid system relies heavily on private sector involvement for medical/health resources. Some volunteer agencies, such as the American Red Cross, Salvation Army, and others, are an essential element of the statewide emergency response to meet the needs of disaster victims. Volunteer agencies mobilize volunteers and other resources through their own systems. They also may identify resource needs that are not met within their own systems that would be requested through the mutual aid system. Volunteer agencies with extensive involvement in the emergency response should be represented in EOCs.

Some private agencies have established mutual aid arrangements to assist other private agencies within their functional area. For example, electric and gas utilities have mutual aid agreements within their industry and established procedures for coordinating with governmental EOCs. In some functional areas, services are provided by a mix of special district, municipal and private agencies. Mutual aid arrangements may include both governmental and private agencies. Liaisons between activated EOCs and private agencies involved in a response should be established. Where there is a need for extensive coordination and information exchange, private agencies should be represented in activated EOCs at the appropriate time.



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## 2. SITUATION AND ASSUMPTIONS

The following section provides basic information about the city and identifies potential hazards that may pose risks to the city's communities.

### 2.1 CITY DESCRIPTION

The City of Loma Linda is a roughly square pattern (8 square miles) and is located in the southern part of the San Bernardino Valley. Loma Linda is bordered on the east by the City of Redlands, on the north by the City of San Bernardino (and I-10 freeway), on the west by the City of Colton, and is bordered on the south by the Badland Hills and the Riverside County line. Loma Linda is part of the Santa Ana River floodplain on the north side, with an elevation of 1053', which gradually rises in elevation to 1850' to the south Badland Hills/Riverside County line.

Loma Linda is dominated by the Loma Linda University and associated medical community (such as the Loma Linda Medical Center, Loma Linda Children's Hospital, Faculty Medical Offices, Loma Linda V.A. Hospital, Loma Linda University Heart and Surgical Hospital, and the Loma Linda Community Hospital). The city remains at approximately 25,000 residents; however, the daytime population can rise to approximately 80,000 people due to the employment, students, and healthcare that these facilities attract.

#### 2.1.1 CLIMATE

The city's climate is classified as warm Mediterranean, or *Csa*, under the Köppen climate classification system, with hot, dry summers and cooler, wetter winters.

**Winter/ Spring** – typically lasts from November through early May, with average highs from 60's and 70's °F and lows in the 30's and 40's °F. During these times of the year, the city can experience cold weather events and heavy rains. During these times of the year, flooding and landslide incidents can occur, and monitoring should occur to manage these risks.

**Summer/ Fall** – runs typically from June through October, with average high temperatures in the low 90's and essentially no rainfall. The city can experience extreme heat events, severe winds (Santa Ana Winds), and extreme fire danger during these times of the year. These conditions can often occur together, creating high-risk conditions for City staff, residents, and businesses.

#### 2.1.2 CITY SERVICES

Government Services are provided directly by the City, except for the following services:

- Law Enforcement: Provided under contract with the San Bernardino County Sheriff
- Electrical Utilities: Provided by Southern California Edison
- Gas Utilities: Provided by Southern California Gas Company (SoCal Gas)
- Refuse and Recycling: Provided under contract with CR&R Environmental Services

### 2.2 INFRASTRUCTURE

An inventory of City Critical Facilities is provided in **Appendix J**.



## 2.3 HAZARD IDENTIFICATION

The 2021 Local Hazard Mitigation Plan and 2022 General Plan Safety Element include a detailed assessment of the community's natural hazards. **Table 2.1** below identifies the hazards identified in the LHMP and the anticipated level of impacts that could occur within the city.

**TABLE 2.1: IDENTIFIED HAZARDS FOR LOMA LINDA**

HAZARD	PROBABILITY	IMPACT
Wildfire	High	High
Seismic	High	High
Drought	High	Medium
Hazardous Materials Release	Medium	High
Climate Change	Medium	Medium
Flood	Medium	Medium
Human-caused Hazards (Terrorism)	Medium	Medium
Slope Failure	Medium	Medium
Aircraft Incident	Medium	Medium



### 2.3.1 HAZARD PROFILES

The following tables provide a description of the hazards that may affect the city.

NATURAL HAZARDS
WILDFIRE
<p><b>Description:</b> Wildland fires are relatively common in the wildland and forested areas and a natural feature of many ecosystems in the State. However, changes to California’s landscape due to farming and urban development, past suppression of naturally occurring fires (allowing dry fuel to accumulate), and increased development into forested and other natural areas have all made wildfires a hazard of concern. There are two primary types of wildfires: wildland fires and wildland-urban interface (WUI) fires. Wildland fires burn entirely in natural environments and generally pose a minor direct threat to life or property, although they may threaten sensitive environmental areas. These fires may be left to burn out on their own or may even be deliberately set in an attempt to return California’s wildfire regime to a natural pattern. WUI fires, which burn in areas where development has intruded into natural settings, pose a substantially greater risk. Depending on the population density of the WUI and the topography of the area, even small WUI fires can be highly damaging.</p>
<p><b>Risk/Threat:</b> Wildfire risk is the result of multiple factors, including the amount and type of vegetation in an area, the local topography, the health of the vegetation (due to extended drought conditions or pestilence), and weather and climatic conditions such as temperature, humidity, and wind. Wildfires may be started by weather (lightning), accidents (sparks from machinery, for example), or deliberately.</p> <p>Fire-prone areas in California are divided into three categories: Federal Responsibility Areas (FRAs), State Responsibility Areas (SRAs), and Local Responsibility Areas (LRAs). FRAs are lands where federal agencies are responsible for preventing and fighting fires and include lands protected by the US Forest Service, the US Department of Agriculture, and the Department of the Interior (including the National Park Service, the Bureau of Land Management, and the Bureau of Indian Affairs). SRAs are areas where the California Department of Forestry and Fire Protection (Cal Fire) is responsible for fire prevention and firefighting, while local agencies have responsibilities in the LRAs. The wildfire-prone areas within the city are entirely within the LRA.</p>
<p><b>Affected Population Estimates:</b> There are approximately 3,126 residential buildings within the CalFire Wildfire Severity Zones.</p>
<p><b>Frequency:</b> Wildfire is the most commonly occurring hazard event in California. Generally, Loma Linda faces a wildland fire threat annually. Recent fires that have affected the city include the 2001 Reche Fire (burned 1,798 acres) and the 2010 Scott Fire (burned 95 acres).</p>
<p><b>Geographical Considerations:</b> A Very High Fire Hazard Severity Zone has been identified along the southern portion of the city. Residential uses have been constructed within these areas that back up to natural vegetation.</p>
<p><b>Response Considerations:</b> Response considerations for Wildfire events should include understanding the direction and speed of any winds (or the forecast for these conditions), the location of ignition,</p>



the evacuation routes necessary to travel safely, special needs associated with evacuation (large animals, special needs populations), and the procurement of necessary resources and equipment if the incident grows beyond its boundaries and capabilities. An additional problem in controlling wildland fires is due to limited firefighting facilities and lack of direct access to Loma Linda's VHFHSZ, which lengthens response times.

**Associated Plans:** 2021 LHMP, 2022 Safety Element

#### SEISMIC HAZARDS (FAULT RUPTURE, SEISMIC SHAKING, LIQUEFACTION)

**Description:** Seismic hazards includes four different but related hazard types—fault rupture, seismic shaking, and liquefaction—all of which are consequences of earthquakes. Earthquakes are caused by the movement of large pieces of the earth's crust, called tectonic plates. As the tectonic plates move against each other, they can become stuck together, causing stress between the plates to build up until it eventually overcomes the friction holding them together. When this happens, the stress is released, and the plates suddenly slip past each other, creating the shaking that we call an earthquake. Earthquakes occur along boundaries called fault lines. These fault lines may be the actual border between plates, but they may also be borders between two sections of a single plate, created by the repeated accumulated and released stress process.

**Fault Rupture** occurs when the earth's surface shifts and cracks along a fault line during a seismic event. While this phenomenon is not especially dangerous in natural environments, issues arise when structures are built near or on top of an active fault. Per the California Geological Survey (CGS), an active fault has experienced surface movement in the past 11,700 years.

**Liquefaction** is a ground failure phenomenon that may occur during a seismic event. Liquefaction results when seismic energy shakes an area with low-density, fine-grain soil, like sand or silt, saturated with water. The shaking motion causes loosely packed soils to experience decompaction, making the saturated sediment behave more like a liquid than solid ground. During liquefaction events, the liquified soil can lose most of its stability, causing damage to buildings and infrastructure built upon it.

#### **Risk/Threat:**

**Fault rupture:** Fault segments where rupture could occur include the San Jacinto Fault and the Reche Canyon Fault. An Alquist-Priolo Earthquake Fault Zone is delineated along the San Jacinto Fault within the City. When located at the surface, the risk of fault rupture is especially dangerous if structures are built on top of the fault or if infrastructure crosses the fault. If movement along the fault is significant, these facilities could be damaged (structural damage, pipeline breaks, roadway/ bridge failure), rendering them useless after the event.

**Seismic shaking:** According to the Third Uniform California Earthquake Rupture Forecast (UCERF3), the probability of an M6.7 earthquake in the next 30 years along the San Jacinto Fault is approximately 5%. In comparison, the San Andreas Fault has an 18% chance of producing an M6.7 earthquake within the next 30 years.



**Liquefaction:** Liquefaction poses significant problems for buildings and other structures in areas where it can occur, as the ground may give way under the weight of the structure and its foundation. In addition, underground structures are vulnerable to liquefaction.

**Affected Population Estimates:** All of the city is subject to the potential effects of a seismic event. In the instances of fault rupture and liquefaction, minimal populations within the city are potentially affected due to the isolated locations of these hazard areas and the limited amount of development.

**Frequency:** Seismic incidents occur regularly near the city. The list below describes seismic events since 1990.

DATE	EVENT NAME/LOCATION	DISTANCE (MILES)	MAGNITUDE
2019	RIDGECREST	124	7.1
2008	CHINO HILLS	32	5.4
1999	RUNNING SPRINGS	24	5.6
1992	LUCERNE VALLEY	61	5.3
1992	BIG BEAR CITY	46	5.3
1992	BIG BEAR LAKE	41	5.2
1992	YUCCA VALLEY	64	5.3
1992	BIG BEAR LAKE	41	5.3
1992	BIG BEAR CITY	46	6.3
1992	BIG BEAR LAKE	41	5.5
1992	YUCCA VALLEY	64	5.4
1992	YUCCA VALLEY	64	5.0
1990	CLAREMONT	29	5.5

**Geographical Characteristics:** Several faults run through the boundaries of Loma Linda. The most active of those is the San Jacinto Fault, which has been the most historically active fault zone in Southern California. This fault is located within a zone of required investigation as designated by the California Geological Survey. Southwest of the San Jacinto Fault is the Reche Canyon Fault, which is potentially active. Other faults in the City are classified as inactive, including the Loma Linda, Banning, and Live Oak Canyon Faults. The San Andreas Fault does not directly run through Loma Linda but poses a higher probability of both occurrence and severe shaking in the City.

**Liquefaction:** Within the San Bernardino Basin Area, three groundwater subbasins underlie portions of the city. These include Bunker Hill (the northern portion of the city), Reche Canyon Basin (the southwest



portion of the city), and San Timoteo Basin (the eastern portion of the city). Given the presence of shallow groundwater in these subbasins, there is a moderate to moderately high susceptibility for liquefaction hazards in the northwest portion of the city and the southern reaches of Reche Canyon. Other areas of liquefaction susceptibility include the north-central portion of the city and a canyon extending into the western portion of the city from Reche Canyon.

**Response Considerations:** Response considerations should include damage assessments of critical facilities, identification of safe locations for potential evacuation and sheltering purposes, and protecting life and property from infrastructure that is damaged and deemed hazardous to people and the environment.

**Associated Plans:**

City of Loma Linda Plans: 2021 LHMP; 2022 Safety Element

**DROUGHT**

**Description:** a period in which water supplies become scarce. In California, droughts occur when precipitation is limited for an extended period. Unlike most other hazards, droughts develop over a long period, often taking multiple dry years to cause drought conditions, which may persist for years. Droughts may also significantly impact communities not directly in the affected area.

**Risk/Threat:** Droughts are regional in nature, although depending on where water comes from, droughts could be felt from outside the local area if water supplies are impacted. The [US Drought Monitor Classifications](#) range from D0 (Abnormally Dry) through D4 (Exceptional Drought). Checking this resource ensures an understanding of the city's current drought conditions.

**Affected Population Estimates:** The regional nature of drought hazards means that all of the city faces an equal risk of drought.

**Frequency:** Droughts are a regular feature in California and are almost certain to continue to occur in the future, with varying severity and duration.

**Geographical Considerations:** The specific impacts of a drought can depend on several local conditions, including water supply systems, soil types, and land uses. The City of Loma Linda relies on the local water supply and groundwater within the Bunker Hill Basin. If there is a change in the amount of snow melt that usually replenishes the basin, the city could experience drought conditions.

**Response Considerations:** Taking immediate actions to maintain service to customers by increasing supplies and reducing water use.

**Associated Plans:** 2021 LHMP, 2022 Safety Element

**CLIMATE CHANGE**

**Description:** Climate change refers to any distinct change in measures of climate lasting for a long period of time, more specifically, major changes in temperature, rainfall, snow, or wind patterns. Climate change may be limited to a specific region or may occur across the planet. Climate change may result from:



- Natural factors (e.g., changes in the Sun's energy or slow changes in the Earth's orbit around the Sun);
- Natural processes within the climate system (e.g., changes in ocean circulation); and
- Human activities that change the atmosphere's makeup (e.g., burning fossil fuels) and the land surface (e.g., cutting down forests, planting trees, building developments in cities and suburbs, etc.).

**Risk/Threat:** Climate Change can potentially affect the City of Loma Linda in a variety of ways.

**Heatwaves:** Climate change is expected to lead to increases in the frequency, intensity, and duration of extreme heat events and heatwaves in the City of Loma Linda and the rest of California, which are likely to increase the risk of mortality and morbidity due to heat-related illness and exacerbation of existing chronic health conditions. Those most at risk and vulnerable to climate-related illness are the elderly, individuals with chronic conditions such as heart and lung disease, diabetes, and mental illnesses, infants, the socially or economically disadvantaged, and those who work outdoors. Heat can stress infrastructure, altering maintenance needs, particularly for roadways.

**Precipitation, intense rainstorms, and landslide:** Increased frequency of landslides could be seen throughout the City, especially in areas already identified as high risk. Intense rainfall events, periodically ones with larger than historical runoff, will continue to affect California with more frequent and/or more extensive flooding.

**Wildfire:** Warmer weather, reduced snowpack, and earlier snowmelt can be expected to increase wildfire through fuel hazards and ignition risks. These changes can also increase plant moisture stress and insect populations, affecting forest health and reducing forest resilience to wildfires. Increased wildfire intensity and extent will increase public safety risks, property damage, fire suppression, and emergency response costs to the government. Additionally, there could be watershed and water quality impacts, vegetation conversions, and habitat fragmentation.

**Droughts:** Droughts are likely to become more frequent and persistent in the 21st century.

**Affected Population Estimates:** The effects of climate change are not limited or defined by geographical borders. Every resident of Loma Linda is at risk of the impacts of climate change.

**Frequency:** Unlike other hazards, such as earthquakes and floods that occur over a finite period of time, climate change is an ongoing hazard. Climate change is predicted to increase the frequency of other hazard events. Warmer weather, reduced snowpack, and earlier snowmelt can be expected to increase wildfire through fuel hazards and ignition risks. Climate change is expected to increase extreme heat events and heat waves' frequency, intensity, and duration.

**Geographical Characteristics:** Geographical borders do not limit the effects of climate change. Loma Linda, San Bernardino County, the State of California, the United States, and the rest of the world are all at risk of climate change. As such, the entire City is at risk of the effects of climate change.

**Response Considerations:** Vulnerable populations should receive special attention when assessing the community's vulnerability to climate change. For example, care and sheltering must be provided for vulnerable populations such as the elderly during extreme heat conditions. Since climate change can



exacerbate other hazards, consideration should also be given to populations living in high-hazard wildfire and flood zones. Drought caused by climate change will also affect the entire population. Agricultural yields will suffer, and drier vegetation creates more fuel for wildfires.

**Associated Plans:**

2021 LHMP; 2022 Safety Element; Resilient IE

**FLOOD**

**Description:**

**Flood:** Flooding occurs any time a body of water rises to cover what is usually dry land. Floods have many causes, including heavy rains, spring snowmelt, and dam or levee failure. When flooding occurs, affected areas may sustain damage to structures and personal property, severe environmental damage from soil erosion and deforestation, and damage to utilities and transportation systems. Floods that develop quickly, known as flash floods, are especially dangerous because there may be little warning that one is occurring, but floods can also build over a more extended period.

**Dam Inundation:** Dam failure occurs when a dam is damaged or destroyed to the point where it partially or completely loses its ability to hold back water. When this occurs, some or all of the water impounded by the dam is suddenly released, causing a fast-moving flood downstream of the dam. Depending on the amount of water released, the flood caused by dam failure can resemble a flash flood or, in more severe instances, can resemble a wall of water similar to a tsunami. These floods can damage or destroy property and cause injury or loss of life for people in the affected area. Due to the speed of the floodwaters, an unexpected dam failure event may occur too rapidly to effectively notify people living near the dam.

**Risk/Threat:**

**Flooding:** Flood severity is generally described in the percent of occurrence over a span of years, such as a 100-year event, which equates to a 1 percent chance of occurring in any given year. Similarly, a 500-year flood event is one where the risk of such an event is 0.2 percent in any given year. Flood events within the city can occur either due to large storms and flash flooding that overwhelms infrastructure or the failure of flood control facilities that inundate downstream communities.

**Dam Inundation:** Water released by a failed dam generates tremendous energy and can cause a flood that is catastrophic to life and property.

**Affected Population Estimates:**

**Flooding:** Populations located within or downstream of flood hazard zones will be most vulnerable to this hazard; however, key locations within the city that either lack adequate storm drain infrastructure or cannot effectively convey storm flows may also be affected.

**Dam Inundation:** Areas downstream of dam facilities within the city are most vulnerable to these effects. No Dam Inundation Zones are found within the municipal city limits of Loma Linda.

**Frequency:**



**Flooding:** Flooding is most likely to occur in the winter months due to winter storms. Key floods that affected the city occurred in 2005 and 2010.

**Dam Inundation:** Dam failure is a low-probability, high-impact hazard. While dam failures are infrequent, they can cause catastrophic results.

**Geographical Characteristics:**

**Flooding:** The city is primarily vulnerable to flooding associated with San Timoteo Creek, Mission Channel (Redlands Boulevard), and the Santa Ana River. It is also vulnerable to small-scale floods that originate on hillsides in the southern portion of the city. Roadways are vulnerable to flooding where they intersect with waterways. The major roadways that cross over watercourses/channels in the city include Anderson Street and Barton Road (San Timoteo Creek), Redlands Boulevard (Mission Channel), and Beaumont Avenue (San Timoteo Creek). Improvements to San Timoteo Creek have minimized the risk of flooding hazards in most areas of the city. The areas adjacent to the Mission Channel are characterized by business park areas and a medium high-density residential area that is already completely developed. The areas in the city's southern portion are also at lower risk because they have been designated at a very low density.

**Dam Inundation:** Flooding may be caused by dam inundation or an earthquake. The northern portion of the City lies within the inundation zone of the Seven Oaks Dam. The failure of this dam would not likely impact the City.

**Response Considerations:** Response should include identifying the potential flooding location(s), the need for temporary road closures, infrastructure repairs, and possible evacuation locations. Weather monitoring should occur before any weather events, accompanied by frequent outreach and notifications to vulnerable populations and key locations.

**Associated Plans:**

2021 LHMP, 2022 Safety Element, San Bernardino County Flood Control EAPs

**SLOPE FAILURE (LANDSLIDE)**

**Description:** Landslides occur when the force pulling the material on the slope in a downward direction under gravitational influence exceeds the strength of the earth materials that compose the slope. These materials may move by falling, toppling, sliding, spreading, or flowing. The strength of rock and soil, the steepness of the slope, and the weight of the hillside material all play an important role in the stability of hillside areas. Weathering and water absorption can weaken slopes, while the added weight of saturated materials or overlying construction can increase the chances of slope failure. Sudden failure can be triggered by earthquake shaking, excavation of weak slopes, and heavy rainfall.

**Risk/Threat:** The city's primary vulnerability to slope failure is from the hillside area in the southern part of the City. Some past development in Loma Linda occurred within those moderate and high landslide risk areas, increasing overall vulnerability to slope failure in the city. However, the vast majority of that growth occurred more than two decades ago. Currently, the city has severely limited growth in the high landslide risk areas on the southern hillside.



**Affected Population Estimates:** An estimated 3,967 persons, or 15.43% of the city's population, are exposed to slope failure areas.

**Frequency:** As future development occurs near steep slopes, the probability of washouts, sloughing, erosion, rockslides, and landslide events occurring in the city becomes more likely. Mismanaged intense residential and recreational development in sloped areas such as the Badlands and South Hills could increase the frequency of damaging landslides occurring in the city. Avoiding development in the medium to high landslide susceptibility areas and adequately regulating development occurring in those areas will be critical to reducing the frequency and probability of future landslide events.

**Geographical Characteristics:** The southern end of the city, which is most susceptible to slope failure, abuts what are known as the Badlands and South Hills, which have steep natural slopes that are vulnerable to instability. The type of instability could include deep-seated landslides, surficial soil slips, wet debris flows, and surficial creep. The majority of these mapped landslides appear to be relatively recent (less than 11,000 years).

**Response Considerations:** Response considerations should include damage assessments of critical facilities, identifying safe locations for potential evacuation, and protecting life and property from infrastructure that is damaged and deemed hazardous to people and the environment.

**Associated Plans:**

2021 LHMP, 2022 Safety Element

**HUMAN-CAUSED HAZARDS**

**TERRORISM**

**Description:** The use of force or the threat of force to intimidate the population and/or the government with the intent to achieve a particular political or social objective. Terrorists may seek to kill or injure people, damage, or destroy property, disrupt infrastructure or services, or some combination of these outcomes. Acts of terror often involve the use of firearms or conventional explosives, although other materials may be used in some cases (e.g., flammable materials in terrorism-related acts of arson). The use of biological, chemical, radioactive, or high-yield explosive materials (collectively called weapons of mass destruction or WMDs) in acts of terror is not unprecedented but is extremely rare. Terrorist acts are often perceived as being carried out by foreign individuals or groups, although American citizens have been responsible for most acts of terror in the US.

**Risk/Threat:** The causes behind acts of terror are highly complex, often involving national or global political, social, or economic issues. It is impossible to reasonably forecast the likelihood of a future terrorist act in Loma Linda or suggest which facilities or events may be potential targets. Like virtually all other communities, Loma Linda will continue to be a target.

**Affected Population Estimates:** All residents, businesses, and infrastructure are susceptible to the effects of terrorism.



**Frequency:** There have been no reported acts of terror within Loma Linda itself, although multiple terrorist acts have happened in the region.

**Geographical Characteristics:** Terrorism is not limited to specific areas. Terrorists may target virtually any location, depending on their objectives, and there are no places that can be said to be completely safe from terrorist acts. Potential prominent sites that terrorists may seek to target include government offices, corporate headquarters, shopping malls, schools, healthcare facilities, major industrial facilities and infrastructure, and large events.

**Response Considerations:** A terrorist attack will have responders from multiple agencies. The City must establish a UC with all affected agencies. The EOC would be activated to coordinate the response and support the incident with logistical needs, alert and warning, public messaging, and sheltering.

**Associated Plans:**

2021 LHMP

**HAZARDOUS MATERIALS RELEASE**

**Description:** Hazardous materials release refers to a hazard event whereby harmful concentrations of hazardous or toxic substances are released into the environment. This occurs when storage containers of hazardous materials leak or fail. This can happen due to industrial accidents, vehicle crashes, as a direct result of other disasters (e.g., a flood or earthquake), or as a deliberate act.

**Risk/Threat:** Hazardous materials can take the form of liquids, solids, contained gases, or sludge, and can be the by-products of manufacturing processes or simply discarded commercial products, like cleaning fluids and pesticides. In severe situations, there is a risk of hazardous materials release events on a regional level due to prevailing wind conditions; airborne toxic material could spread and impact the city. The threat that hazardous materials pose to human health depends on the type of material, frequency, and duration of exposure, and whether chemicals are inhaled, penetrate the skin, or are ingested, among other factors. Exposure to hazardous materials can result in short- or long-term effects, including major damage to organs and systems in the body or death.

Hazardous materials release into the environment with properties that make them dangerous or potentially harmful to human health or the environment. Hazardous materials can also cause health risks if they contaminate soil, groundwater, and air, potentially posing a threat long after the initial release.

**Affected Population Estimates:** While all residents have the potential to be affected by a hazardous material release, those that live near sites using, storing, producing, or disposing of hazardous materials, industrial centers, and transportation corridors are most susceptible.

**Frequency:** As long as hazardous materials are present in Loma Linda, either permanently or temporarily, there is some chance of a hazardous material release. There is no indication that the amounts of hazardous materials in Loma Linda will change substantially in the future (e.g., from the opening or closing of a large industrial facility), but such events are possible. Given that hazardous material releases have occurred in the past in Loma Linda, all expectations are that similar releases



will continue to occur. Assuming there are no substantial deviations from past trends, most releases are likely to be small-scale events with rare larger releases.

**Geographical Characteristics:** Major transportation routes (Interstate 10 adjacent to the city's northern border), industrial use areas within the city, and the Loma Linda University Medical Center complex are more likely to experience hazardous material releases due to the activities that occur in these locations.

**Response Considerations:** Hazardous materials releases will require identification of the incident location and material released, identification of surrounding properties (including sensitive receptors/vulnerable populations), potential evacuation needs, and adequate notification to residents and businesses in the area affected.

**Associated Plans:**

2021 LHMP, 2022 Safety Element, Hazard Materials Business Plans; San Manuel HazMat Response

**AIRCRAFT HAZARDS**

**Description:** The National Transportation Safety Board defines an airplane accident as an occurrence associated with the operation of an aircraft that takes place between the time any person boards the aircraft with the intention of flight and all such persons have disembarked and in which any person suffers death or serious injury, or in which the aircraft receives substantial damage (see 49 CFR 830).

**Risk/Threat:** In aviation, an accident is defined by the Convention on International Civil Aviation Annex 13 as an occurrence associated with the operation of an aircraft that takes place from the time any person boards the aircraft with the intention of flight until all such persons have disembarked and in which: 1) a person is fatally or seriously injured, 2) the aircraft sustains significant damage or structural failure, or 3) the aircraft goes missing or becomes completely inaccessible. Annex 13 defines an incident as an occurrence, other than an accident, associated with the operation of an aircraft that affects or could affect the safety of operation. A hull loss occurs if an aircraft is destroyed, damaged beyond repair, lost, or becomes completely inaccessible.

**Affected Population Estimates:** Aircraft incidents typically involve a single aircraft operating in proximity to an airport or airfield. Large commercial aircraft may operate holding hundreds of crew and customers. A crash of this type of aircraft is likely to result in a mass casualty incident. Populations on the ground in the crash pathway may be injured or killed, and buildings damaged or destroyed.

**Frequency:** According to the National Transportation Safety Board (NTSB) website (a database that houses all the reported aircraft accidents/incidents), from 1960-2007 (current data set available from NTSB site), 32 accidents and 43 incidents have occurred in or near the City. Loma Linda has only had one non-fatal incident reported within the City limits, while the remainder is divided among Redlands and Colton, with the majority occurring in Redlands (Redlands Municipal Airport is less than seven miles away).



Given the high volume of air traffic in the area, the possibility of an aircraft accident occurring in Loma Linda will continue to exist. Based on historical events, it is anticipated that future impacts will be similar in nature.

**Geographical Characteristics:** Loma Linda has no airports within its boundaries; however, numerous regional, municipal, and international airports are in the City's surroundings, and the airways above the City are highly trafficked. The following are airports within a 25-mile radius of Loma Linda:

- Banning Municipal Airport: (BNG) 24.48 miles away, located in Banning, CA.
- Ontario International Airport: (ONT) 20.28 miles away, located in Ontario, CA.
- Riverside Municipal Airport: (RAL) 13.8 miles away, located in Riverside, CA.
- Redlands Municipal Airport: (REI) 6.4 miles away, located in Redlands, CA.
- San Bernardino International Airport: (SBD) 3.3 miles away, located in San Bernardino, CA.

In addition to the public airports that operate in the region, March Air Reserve Base is also located within 12 miles of the city. This facility is actively used for military logistics, and their tarmac/runways are contracted out for use by private companies such as Amazon, which maintains large distribution centers in the area.

- March Air Reserve Base: (RIV) 11.7 miles away, located in Perris, CA.

Air traffic from these facilities and many others within the region fly over the City regularly and could cause any sort of aircraft hazard.

**Response Considerations:**

Aircraft incident response is coordinated by local fire and rescue agencies.

**Associated Plans:** 2021 LHMP, 2022 Safety Element, San Bernardino International Airport Land Use Plan



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### 3. CONCEPT OF OPERATIONS (CONOPS)

Operations during peacetime and national security emergencies involve a full spectrum of activities, from a minor incident to a major earthquake. There are several similarities in operational concepts for peacetime and national security emergencies. Some emergencies will be preceded by a build-up or warning period, providing sufficient time to warn the population and implement mitigation measures designed to reduce loss of life and property damage. Other emergencies occur with little or no warning, thus requiring immediate activation of the emergency operations plan and commitment of resources. All agencies must be prepared to respond promptly and effectively to any foreseeable emergency, including providing and utilizing mutual aid.

#### 3.1 ASSUMPTIONS

- The City of Loma Linda is primarily responsible for emergency actions and will commit all available resources to save lives and minimize injury to people and damage to property.
- The City will respond to emergencies within the existing Emergency Management Organization in the State of California.
- The City of Loma Linda will utilize SEMS/NIMS/ICS in emergency response operations.
- The City will use the Incident Command System (ICS) and the Multi-Agency Coordination System (MACS) at all incidents and events.
- The Director of Emergency Services will coordinate the City's disaster response in conformance with Emergency Services Ordinance No.153.
- The City of Loma Linda will participate in the San Bernardino County Operational Area.
- The City of Loma Linda's resources will be made available to local agencies and citizens to cope with disasters affecting this area.
- The City will commit its resources to a reasonable degree before requesting mutual aid assistance.
- Mutual Aid assistance will be requested when disaster relief requirements exceed the City's ability to meet them.
- Transportation infrastructure may be damaged or disrupted. Emergency responders may have difficulty reaching people, and evacuation routes may cause traffic backups slowing egress from damaged areas. The movement of emergency supplies may be impeded.
- Communication infrastructure may be damaged or disrupted, thus slowing the dissemination of information and reporting of persons needing help.
- Homes, businesses, public buildings, antenna sites, and other critical facilities may be damaged or destroyed. Public utilities may be damaged and either completely or partially inoperable.



- Emergency medical services and transport ambulances may be in short supply. Medical and healthcare facilities that remain open may be overwhelmed with medical care requests. Additionally, medicines may be in short supply.
- Damage to facilities that use hazardous or toxic chemicals could result in the release of these hazardous materials into the environment.
- Businesses in Loma Linda may not be able to supply the public with basic necessities such as food, water, blankets, etc. Additionally, businesses may have difficulty remaining open.
- Volunteers may come from other areas to help, causing problems with accountability. Donated goods that are not presently needed may be dropped off at various locations.
- Effective emergency operations require periodic training and exercises.

### 3.2 PHASES OF EMERGENCY MANAGEMENT

Emergency management activities are often associated with the five emergency management phases indicated below during peacetime and national security emergencies. However, not every disaster necessarily includes all indicated phases. All city departments have responsibilities in one or more of the emergency management phases:

- Prevention Phase
- Mitigation Phase
- Preparedness Phase
- Response Phase
- Recovery Phase



**FIGURE 3.1 EMERGENCY MANAGEMENT PHASES**

#### 3.2.1 PREVENTION

Prevention focuses on averting human-caused hazard events, primarily from potential natural disasters or terrorist (both physical and biological) attacks. Preventive measures are designed to provide more permanent protection from disasters. However, not all disasters are preventable. Good evacuation plans, environmental planning, and design standards can limit the risk of life and injury.

#### 3.2.2 MITIGATION

Mitigation efforts occur both before and following disaster events. Post-disaster mitigation is part of the recovery process. Eliminating or reducing the impact of hazards within the city that are a threat to life and property is part of the mitigation effort. Mitigation tools may include:

- Local ordinances and statutes (zoning ordinance, building codes and enforcement, etc.)



- Structural measures
- Abatements
- Public information and community relations
- Land-use planning
- Professional training

### 3.2.3 PREPAREDNESS

The preparedness phase involves activities taken in advance of an emergency. These activities develop operational capabilities and effective responses to a disaster. These actions might include mitigation activities, emergency/disaster planning, training and exercises, and public education. Those identified in this plan as having either a primary or support mission relative to response and recovery should prepare Standard Operating Procedures (SOP), Emergency Operations Plans (EOP), and checklists detailing personnel assignments, policies, notification rosters, and resource lists. Personnel should be acquainted with these SOPs and checklists through periodic training in the activation and execution procedures.

- Increased Readiness
  - Increased readiness actions will be initiated by the receipt of a warning or the observation that an emergency situation is imminent or likely to occur soon. Actions to be accomplished include, but are not necessarily limited to:
- Review and update the EOP, SOPs, and resources listings
- Dissemination of accurate and timely emergency public information
- Accelerated training of permanent and auxiliary staff
- Inspection of critical facilities
- Recruitment of additional staff and Disaster Services Workers
- Mobilization of resources
- Testing warning and communications systems

### 3.2.4 RESPONSE

#### **Pre-Emergency**

When a disaster is inevitable, actions are precautionary and emphasize the protection of life. Typical responses might be:

- Evacuating threatened populations to safe areas
- Providing security as necessary
- Advising threatened populations of the emergency and apprising them of safety measures to be implemented



- Advising the San Bernardino County Operational Area of the emergency
- Notifying the Loma Linda Emergency Services Coordinator or designee to request notification to the Operational Area EOC
- Identifying the need for mutual aid and requesting such through the San Bernardino County Operational Area EOC either by telephone or radio
- Proclaiming of a Local Emergency by local authorities

### **Emergency Response**

During this phase, emphasis is placed on saving lives and property, controlling the situation, and minimizing the effects of the disaster. Immediate response is accomplished within the affected area by local government agencies and segments of the private sector.

One or more of the following conditions will apply to the City during this phase:

- The situation can be controlled without mutual aid assistance from outside the City.
- Evacuation of portions of the city is required due to uncontrollable immediate and ensuing threats.
- Mutual aid from outside the City is required.
- The city is either minimally impacted or not impacted at all and is requested to provide mutual aid to other jurisdictions.

The emergency management organization will give priority to the following operations:

- Dissemination of accurate and timely emergency public information and warning to the public
- Situation analysis
- Resource allocation and control
- Evacuation and rescue operations
- Medical care operations
- Coroner operations
- Care and shelter operations
- Access and perimeter control
- Public health operations
- Restoration of vital services and utilities
- Damage Assessment

When local resources are committed to the maximum and additional resources are required, requests for mutual aid will be initiated through the San Bernardino County Operational Area. Fire and law enforcement agencies will request or render mutual aid directly through established channels. Any



action which involves financial outlay by the jurisdiction, or a request for military assistance, must be authorized by the appropriate local official. If required, the California Office of Emergency Services (Cal OES) may coordinate the establishment of one or more Disaster Support Areas (DSAs) where resources and supplies can be received, stockpiled, allocated, and dispatched to support operations in the affected area(s).

Depending on the severity of the emergency, a Local Emergency may be proclaimed, the local Emergency Operations Center (EOC) may be activated, and San Bernardino County Operational Area will be advised. The Cal OES Director may request a gubernatorial proclamation of a State of Emergency. Should a State of Emergency be proclaimed, state agencies will, to the extent possible, respond to requests for assistance. These activities will be coordinated with the Cal OES Director.

Cal OES may also activate the State Operations Center (SOC) in Sacramento to support Cal OES Regions, state agencies, and other entities in the affected areas and to ensure the effectiveness of the state's SEMS. The State Regional EOC (REOC) in Los Alamitos, or an alternate location, will support the San Bernardino County Operational Area.

If the Governor requests and receives a Presidential declaration of an Emergency or a Major Disaster under Public Law 93-288, the Governor will appoint a State Coordinating Officer (SCO). The SCO and an appointed Federal Coordinating Officer (FCO) will coordinate and control state and federal recovery efforts in supporting local operations. The REOC will coordinate all emergency response efforts and initial recovery support.

### **Sustained Emergency**

In addition to continuing life and property protection operations, mass care, relocation, registration of displaced persons, and damage assessment operations will be initiated. Security needs will be evaluated and deployed as necessary during this crucial time.

#### **3.2.5 RECOVERY**

As soon as possible, CAL OES will collaborate with representatives of federal, state, county, and city agencies and the American Red Cross representatives to coordinate the implementation of assistance programs and establish support priorities. Local Assistance Centers (LACs) may also be established, providing a "one-stop" service to initiate the process of receiving federal, state, and local recovery assistance.

The recovery period has major objectives which may overlap, including:

- Reinstatement of family autonomy
- Provision of essential public services
- Permanent restoration of private and public property
- Identification of residual hazards
- Plans to mitigate future hazards
- Recovery of costs associated with response and recovery efforts



### 3.3 NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

The NIMS provides a comprehensive approach to emergency management for all hazards. NIMS integrates existing best practices into a consistent, nationwide approach to domestic emergency management applicable to all jurisdictional levels (public and private) and across functional disciplines. NIMS incorporates Incident Command System (ICS), a standardized on-scene emergency management concept designed to provide an integrated organizational structure for single or multiple emergencies and facilitate emergency response across jurisdictional boundaries.

The City conforms to the requirements of NIMS and uses the concepts of incident command, common terminology, span of control, and resource management common to both systems. The City applies standard operating processes and procedures in managing small incidents and may not activate the EOC.

### 3.4 STANDARDIZED EMERGENCY MANAGEMENT SYSTEM (SEMS)

SEMS is required by the California Emergency Services Act (Government Code Section 8607(a)) for managing multi-agency and multi-jurisdictional responses to emergencies in California. The system unifies all of California's emergency management community elements into a single integrated system and standardizes key elements. SEMS incorporates ICS, California Disaster and Civil Defense Master Mutual Aid Agreement, the Operational Area concept, and multiagency or inter-agency coordination. State agencies are required to use SEMS, and local government entities must use SEMS to be eligible for any reimbursement of response-related costs under the State's disaster assistance programs.

Under SEMS, response activities are managed at the lowest possible organizational level. SEMS consists of five (5) levels: 1) Field Response, 2) Local, 3) Operational Area, 4) Regional, and 5) State, as illustrated below in **Figure 3.2**. The City utilizes SEMS during incidents that require a multi-agency response or when the incident involves multiple jurisdictions.

**FIGURE 3.2 – SEMS LEVELS**

#### Field Response

- Commands on-scene information, resources, and priorities

#### Local

- Manages and/or coordinates information, resources, and priorities within its jurisdiction

#### Operational Area

- Manages and/or coordinates information, resources, and priorities among all local governments within the boundary of a county

#### Region

- Manages and coordinates information and resources among operational areas

#### State

- Statewide resource coordination integrated with Federal agencies



### 3.4.1 FIELD RESPONSE

The Field Response level is where emergency response personnel and resources, under the command and control of responsible officials, carry out tactical decisions and activities in direct response to an incident or threat. Emergency operations that take place in the field, such as evacuations, fire suppression, damage assessments, or temporary construction, are considered to occur at the Field level.

At the Field Response level, all departments and agencies will use the ICS to standardize the emergency response and report related information to the emergency management organization in the City's EOC. In the city, the law enforcement services are conducted by the San Bernardino County Sheriff under contract to the City, and fire, rescue, and emergency medical services are provided through the Loma Linda Fire Department. These two (2) agencies and the Public Works Department are the primary emergency service responders for the city.

EMERGENCY SERVICE PROVIDER HEADQUARTERS	
San Bernardino County Sheriff's Department	655 E 3rd Street, San Bernardino, CA 92415
Fire Department	25541 Barton Road, Loma Linda, CA 92354

Additional departments that respond to and assist in emergency response include all City Departments, utility companies, special districts, volunteer groups, and non-governmental organizations. These include:

- City of Loma Linda CERT
- San Bernardino County Public Health
- American Red Cross
- School Districts
- Chamber of Commerce
- Call out SoCal Gas & SCE

SEMS regulations require using ICS at the field level of a multi-agency or multi-jurisdictional incident. Requests for any resources or support that cannot be filled at the Field level will be requested through a Department Operations Center (DOC) or the City Emergency Operations Center (EOC).

### 3.4.2 LOCAL GOVERNMENT

The Local Government level includes cities, counties, special districts, and the administrative and coordinative operations of agencies. Local governments manage and coordinate the overall emergency response and recovery activities within their jurisdiction. As a condition of State reimbursement of response-related costs, local governments are required to use SEMS when the local EOC is activated or a Local Emergency is proclaimed.



The City's EOC reports to the San Bernardino County Operational Area (SBCOA EOC), which is managed by the San Bernardino County Office of Emergency Services. If needed resources exceed the capabilities of the City, the EOC requests will be sent to the SBCOA EOC.

Implementation of SEMS by the City is a cooperative effort of all departments with an emergency response role. The City Manager leads the City to comply with SEMS requirements in coordination with the Emergency Services Coordinator supported by the City Attorney and Human Resources Department. They conduct the following activities:

- Communicate information within the City on SEMS requirements and guidelines
- Coordinate SEMS development among departments and agencies
- Identify departments and agencies involved in Field Response
- Identify departments and agencies with DOCs
- Coordinate with other local governments, the Operational Area, and volunteer and private agencies on the application of SEMS principles
- Ensure SEMS is incorporated into the City's EOP and procedures
- Ensure SEMS is incorporated into the City's emergency ordinances, agreements, memoranda of understanding, etc.
- Identify local volunteer and private agencies that have an emergency response role (contacts should be made to develop arrangements for coordination in emergencies)

Special organizations may be established at the local government level and higher levels of SEMS. Two (2) common organizational structures are:

- **Multi/Inter-Agency Coordination (MAC)** is defined as the participation of agencies and disciplines involved at any level of the SEMS organization working together in a coordinated effort to facilitate decisions for overall emergency response activities, including the sharing of critical resources and the prioritization of incidents. The City EOC may function as a MAC.
- **Unified Command** allows agencies responsible for an incident, either geographical or functional, to manage an incident by establishing a common set of incident objectives and strategies. This is accomplished without losing or abdicating agency authority, autonomy, responsibility, or accountability. The City's first responder departments (Police and Fire) will implement or represent City field operations in a Unified Command when the situation requires a Unified Command.

### 3.4.3 OPERATIONAL AREA

An Operational Area is the intermediate level of the state emergency services management organization. The Operational Area level encompasses a county and is responsible for coordination among all political subdivisions located therein, including incorporated cities and special districts. The Operational Area facilitates and/or coordinates information, resources, and decisions regarding priorities among local



governments within the Operational Area. The Operational Area operates an EOC and serves as the coordination and communication link between the Local Government and Regional levels.

In San Bernardino County, the Director of Emergency Services is the County Chief Executive Officer. The Director of Emergency Services is empowered to:

- Request the Board of Supervisors to proclaim the existence of a “Local Emergency” if the Board of Supervisors is in session or to issue such proclamation if the Board of Supervisors is not in session. Whenever a local emergency is proclaimed when the Board of Supervisors is not in session, the Board of Supervisors shall take action to ratify the proclamation within seven days thereafter, or the proclamation shall have no further force or effect.
- Recommend that the Board of Supervisors request the Governor to proclaim a “State of Emergency” when, in their opinion, the locally available resources are inadequate to cope with the emergency.
- Represent this County in all dealings with public or private agencies on matters pertaining to emergencies.
- Develop response and recovery plans for the Operational Area of the County.
- Collect, share, and disseminate information between cities and the Operational Area
- Obtain support for the Operational Area and provide support to other jurisdictions as needed.
- Collect, evaluate, and disseminate damage estimates and other essential information.
- Provide support to cities with operational communications and warning systems.

Activation of the Operational Area during a State of Emergency or a Local Emergency is required by SEMS regulations under the following conditions:

- A local government within the Operational Area has activated its EOC and requested activation of the Operational Area EOC supporting their emergency operations
- Two (2) or more cities within the Operational Area have proclaimed a local emergency and have requested that County EOC be activated to support the City
- The county and one or more cities have proclaimed a local emergency
- A city, city and county, or county has requested a Governor's proclamation of a State of Emergency, as defined in the Government Code Section 8558(b)
- A State of Emergency is proclaimed by the Governor for the county or two or more cities within the operational area
- The Operational Area is requesting resources from outside its boundaries, and this does not include resources used in normal day-to-day operations that are obtained through existing mutual aid agreements



- The Operational Area has received resource requests from outside its boundaries. This does not include resources used in normal day-to-day operations, which are obtained through existing mutual aid agreements

#### 3.4.4 REGIONAL LEVEL AND REGIONAL EMERGENCY OPERATIONS CENTER (REOC)

Cal OES Southern Region  
4671 Liberty Avenue,  
Building 283  
Los Alamitos, California  
90720

The State's regional level administers, manages, and coordinates information and resources among Operational Areas and within or between one or more mutual aid regions established by Cal OES. The Regional level coordinates overall State agency support for emergency response activities within the Region. California is divided into three Cal OES administrative regions – Inland, Coastal, and Southern; six (6) fire and rescue mutual aid regions; and seven (7) law enforcement mutual aid regions. The Regional level operates the REOC and serves as the coordination and communication link between the Operational Area and the State level.

There are eleven (11) counties and 151 incorporated cities within the Southern Administration Region. Within the region, 226 incorporated cities include two nuclear plants. The total population of all cities and counties in the Southern Region is approximately 21,648,506.

#### 3.4.5 STATE LEVEL AND STATE OPERATIONS CENTER (SOC)

Cal OES SOC  
3650 Schriever Avenue  
Mather, CA 95655-4203  
(916) 845-8510

The State level of SEMS prioritizes tasks and coordinates State resources in response to the requests from the Regional level, and coordinates mutual aid among the Regions. The State level also serves as the coordination and communication link between the State and the Federal emergency response system. The State level requests assistance from other State governments through the Emergency Management Assistance Compact (EMAC) and similar interstate compacts/agreements and coordinates with the Federal Emergency Management Agency (FEMA).

### 3.5 INCIDENT COMMAND SYSTEM (ICS)

The Incident Command System (ICS) is a nationally recognized on-scene emergency management system specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS uses a common organizational structure to effectively manage the incident by objectives.

The five functions of the ICS organization are management, operations, planning, logistics, and finance:

- Management (Command) is responsible for directing, ordering, and/or controlling resources by virtue of explicit legal, agency, or delegated authority. It includes the incident commander (IC), who is responsible for the overall incident management. The management function also includes the Information Officer, Liaison Officer, and Safety Officer.
- Operations are responsible for the coordinated tactical response of all field operations directly applicable to or in support of the mission(s) per the Incident Action Plan. Operations develops the Incident Action Plan's operations portion, requests resources to support tactical operations,



maintains close communication with the Incident Commander, and ensures safer tactical operations. The operations function includes branches, divisions, groups, and air operations personnel.

- Planning is responsible for the collection, evaluation, documentation, and use of information about the development of the incident. The planning function includes the Resource Unit, Situation Analysis Unit, Documentation Unit, and Demobilization Unit.
- Logistics is responsible for providing facilities, services, personnel, and equipment and tracking the status of resources and materials in support of the incident. The logistics function includes the supply, facilities, ground support, communications, food, and medical units.
- Finance is responsible for all financial and cost analysis aspects of the incident and/or any administrative aspects not handled by the other functions. The finance function includes the Time Keeping Unit, Procurement Unit, Compensation/Claims Unit, and the Cost Unit.

### **Principles of ICS**

The system's organizational structure adapts to any emergency or incident to which emergency response agencies would expect to respond. Components of ICS are:

- Common terminology;
- Modular organization
- Unified command structure
- Consolidated action plans
- Manageable span-of-control;
- Pre-designed incident facilities
- Comprehensive resource management; and
- Integrated communications

Common titles are used for organizational functions, resources, and facilities within ICS. The organizational structure is developed based on the type and size of an incident. The staff builds from the top-down as the incident grows, with responsibility and performance placed initially with the Incident Commander.

At all incidents, there will be five functions. Initially, the IC may be performing all five functions. Then, as the incident grows, each function may be established as a section with several units under each section.

## **3.6 MUTUAL AID**

### **3.6.1 CALIFORNIA MASTER MUTUAL AID AGREEMENT**

The foundation of California's emergency planning and response is a statewide mutual aid system designed to ensure that adequate resources, facilities, and other support are provided to jurisdictions whenever their own resources prove to be inadequate to cope with a given situation(s). The basis for the system is the California Disaster and Civil Defense Master Mutual Aid Agreement, as provided for in the



California Emergency Services Act. This Agreement was developed in 1950 and has been adopted by the state, all 58 counties, and most incorporated cities in the State of California. The Master Mutual Aid Agreement creates a formal structure wherein each jurisdiction retains control of its facilities, personnel, and resources but may also receive assistance from or assist other jurisdictions within the state. The State government is obligated to provide available resources to assist local jurisdictions in emergencies. It is the responsibility of the local jurisdiction to negotiate, coordinate and prepare mutual aid agreements. Mutual aid agreements exist in law enforcement, fire services, medical, public works, and emergency managers (EMMA – Emergency Managers Mutual Aid).

### 3.6.2 MUTUAL AID SYSTEMS

A statewide mutual aid system, operating within the Master Mutual Aid Agreement framework, allows for the progressive mobilization of resources to and from emergency response agencies, local governments, operational areas, regions, and states with the intent to provide requesting agencies with adequate resources.

The statewide mutual aid system includes several discipline-specific mutual aid systems, such as fire and rescue, law, medical, and public works. The adoption of SEMS does not alter existing mutual aid systems. These systems work through local government, operational area, regional, and state levels consistent with SEMS. Mutual aid may also be obtained from other states. Interstate mutual aid may be obtained through direct state-to-state contacts, under interstate agreements and compacts, or may be coordinated through federal agencies.

### 3.6.3 MUTUAL AID REGIONS

Mutual aid regions are established under the Emergency Services Act by the Governor. Six mutual aid regions numbered I-VI have been established within California. The City of Loma Linda is located within Region VI. Region VI is located within the OES Southern Administrative Region.

### 3.6.4 MUTUAL AID COORDINATORS

Discipline-specific mutual aid systems work through designated mutual aid coordinators at the operational area, regional and state levels to facilitate mutual aid. The basic role of a mutual aid coordinator is to receive mutual aid requests, coordinate the provision of resources from within the coordinator's geographic area of responsibility, and pass on unfilled requests to the next level.

Depending on the circumstances, mutual aid coordinators may function from an EOC, their normal departmental location, or other locations. Some incidents require mutual aid but do not necessitate activation of the affected local government or operations area EOCs because of the incident's limited impacts. In such cases, mutual aid coordinators typically handle requests from their normal work location. When EOCs are activated, all activated discipline-specific mutual aid systems should establish coordination and communications with the EOCs:

- When an Operational Area EOC is activated, operational area mutual aid system representatives should be at the Operational Area EOC to facilitate coordination and information flow.
- When a CalOES regional EOC (REOC) is activated, regional mutual aid coordinators should have representatives in the REOC unless it is mutually agreed that effective coordination can



be accomplished through telecommunications. State agencies may be requested to send representatives to the REOC to assist regional staff in handling mutual aid requests for disciplines or functions that do not have designated mutual aid coordinators.

- When the State Operations Center (SOC) is activated, state agencies with mutual aid coordination responsibilities will be requested to send representatives to the SOC.

Mutual aid system representatives at an EOC may be located in various functional elements (sections, branches, groups, or units) or serve as an agency representative, depending on how the EOC is organized and the extent to which it is activated.

**Field Level Requests:** Requests for MMAA resources originate from the Field Level and are managed by the Incident Commander (IC). If the IC cannot obtain the resource through existing local channels, the request is elevated to the next successive government level until obtained or canceled.

**Local Government Request:** Local jurisdictions are responsible for protecting life and property within the municipal geographic boundaries. The local jurisdiction where the incident occurred should assess its resource inventory and existing local agreements to determine if the requested resource is available. When locally committed resources are exhausted and mutual aid is needed, the local official will request assistance from the SBCOA.

**Operational Area Requests:** The SBCOA is a composite of its political subdivisions (i.e., municipalities, contract cities, special districts, and county agencies). The SBCOA assesses the availability of resources within the SBCOA and fulfills the resource request based on that assessment. If resources are unavailable at the SBCOA level, the request is forwarded to the responsible Region Mutual Aid Coordinator to be filled.

**Region Level Requests:** The state is geographically divided into six Mutual Aid Regions. For Law Enforcement Mutual Aid, Region I is divided into two sub-regions. Each Mutual Aid Region is comprised of multiple Operational Areas and has a Regional Mutual Aid Coordinator. The Region Mutual Aid Coordinator is granted the authority to coordinate the mutual aid response of discipline-specific resources within the Region to support a mutual aid request by a jurisdiction also within the Region. If resources are unavailable at the Region level, the request is forwarded to the State Mutual Aid Coordinator to be filled.

**State Level Requests:** On behalf of the Governor, the Secretary of Cal OES is responsible for coordinating state mutual aid resources in support of local jurisdictions during times of emergency. The Secretary will analyze and coordinate the request by forwarding the request to an unaffected REOC or tasking an appropriate state agency to fill the need.

### 3.6.5 LOMA LINDA MUTUAL AID

The City maintains mutual aid memorandums of understanding with the following organizations:

- American Red Cross
- San Bernardino County Fire Department
- Forest Service
- CalFire



### 3.7 EMERGENCY MANAGEMENT ASSISTANCE COMPACT (EMAC)

California is a signatory to the interstate EMAC, an organization ratified by the US Congress that provides form, structure, and procedures for rendering emergency assistance between states. Once the Governor has proclaimed a State of Emergency, Cal OES will assess the resource needs for the incident. California can then request resources through the EMAC network for assistance provided by other states. The use of EMAC resolves two (2) of the key issues regarding mutual aid: liability and reimbursement. This allows a disaster-impacted state to request and receive assistance from other member states quickly and efficiently.

Personnel deployed under EMAC submit documentation to their resource providers (home agency), who submit a reimbursement package to their home state. The home state submits a reimbursement to the requesting state, which reimburses the assisting state. The requesting state covers the tort liability, and the responding state covers the workers' compensation liability.

**FIGURE 3.3 – MUTUAL AID AND ADMINISTRATIVE REGIONS**





### 3.8 LOMA LINDA EMERGENCY ORGANIZATION

All references within this section are defined and/or derived from the description and authority in the City's Municipal Code, Chapter 2., Emergency and Disaster Organization.

Together with volunteer forces, all officers and employees of the City are enrolled to provide aid during an emergency. All groups, organizations, and persons who, made by agreement or operation of law, including persons impressed into service under the provisions of City Code Section 2.28.060(B), and thereby charged with duties incident to the protection of life and property in this city during such emergency, shall constitute the emergency organization of the City.

The City is responsible for providing effective emergency response in the city. The City uses SEMS and NIMS for incident management. These emergency management systems provide the on-scene management of an incident and the coordination of response activities between the City and other jurisdictions (such as neighboring cities, the SBCOA EOC, supporting agencies, etc.).

The City's emergency management structure and organization cover all five emergency management phases.

The City organizes and implements emergency operations at the field and local government levels of the SEMS. The City's EOC and DOCs function to support field-level activities. The City staff designated by the EOC Director may serve as agency representatives at the SBCOA level when requested. Agency representatives, if assigned, report to the Liaison Officer.

The structure of the emergency organization is based on the following principles:

- Compatibility with the structure of governmental and private organizations
- Use of SEMS/NIMS
- All-hazards approach
- Clear lines of authority and channels of communication
- Simplified functional structure
- Incorporation into the emergency organization of all available personnel resources having disaster capabilities
- Formation of special-purpose units to perform those activities particular to major emergencies

#### 3.8.1 DISASTER COUNCIL

The disaster council is established by Ordinance 153 and is comprised of the mayor, who shall be the chairperson; the director of emergency services, who shall be the vice-chairperson; the assistant director of emergency services, the City Chief of Police, and the Fire Chief and representatives of civic, business, labor, veterans, professional, or other organizations having an official emergency responsibility, as may be appointed by the director with the advice and consent of the city council.

The disaster council must develop and recommend for adoption by the city council emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary



to implement such plans and agreements. The disaster council shall meet upon the call of the chairperson or, in his or her absence from the city or inability to call such meeting, upon the call of the vice-chairperson

### 3.8.2 DIRECTOR OF EMERGENCY SERVICES

The City Manager is designated as the Director of Emergency Services. The City Manager (or their designated successor or agent) will direct the City's emergency management organization. In this role, the Director provides for the overall management and policy direction of the city's prevention, mitigation, preparedness, response, and recovery operations.

The Director is empowered to execute a range of powers and duties before and during emergencies. Refer to [Municipal Code Chapter 2.28](#) for powers and duties and emergency power.

Should the Director be unavailable or unable to serve, the positions listed below, in order, shall act as the Director, with all the same powers and authorities. Only these alternates will be empowered to exercise the powers and authorities of the Director. Specifically, only these individuals are authorized to activate the City's EOP and act as the Director. The individual who serves as Acting Director shall have the Director's authority and powers and will serve until the Director is again able to serve or until the City Council appoints a successor.

ORDER OF SUCCESSION	TITLE	DEPARTMENT
<b>Director of Emergency Services</b>	<b>City Manager</b>	<b>City Manager's Office</b>
<b>First Alternate</b>	<b>Fire Chief</b>	<b>Fire Department</b>
<b>Second Alternate</b>	<b>Fire Marshal</b>	<b>Fire Department</b>
<b>Third Alternate</b>	<b>Battalion Chief</b>	<b>Fire Department</b>

Notification of any successor changes shall be made through the established chain of command.

### 3.8.3 FIELD LEVEL INCIDENT COMMAND SYSTEM

The concepts, principles, and organizational structure of the ICS are used to manage all field operations. The size, complexity, hazard environment, and objectives of the situation will determine the ICS structure and the level of support that field activities will require. All incidents will be managed by developing operational objectives that are clearly communicated to field and EOC staff through the action planning process.

Typically, an Incident Commander (IC) will communicate with the EOC as to the situation and resource through the Operations Section. Members of the Incident Commander's Command and General Staff will communicate with their counterparts in the EOC.

When multiple agencies respond to the incident, the individual ICs will establish a Unified Command or Multi-Agency Coordination (MAC). Any other supporting organizations will provide a representative to report to the Liaison Officer. Other agencies, including those from the county, state, and federal agencies,



may participate in the Unified Command/MACS by identifying objectives, setting priorities, and allocating critical resources to the incident.

#### 3.8.4 FIELD/EOC COMMUNICATIONS AND COORDINATION

The Communications Unit Leader in the Logistics Section, working with the Operations Section, Sheriff's Department, and Fire Department, will develop a Communications Plan outlining all emergency communications capabilities, including radio channels and protocols to be used during an incident. The Incident Action Plan (IAP) developed for a specific incident will include the Emergency Communications Plan (ICS 205). Typically, field to EOC communications will occur at the Command and General Staff levels or, if they are established, field units will communicate with the DOC, which will, in turn, relay the information to the appropriate section/function in the EOC. It is the responsibility of the Incident Commander(s) to communicate critical information to the EOC Director promptly.

The Operational Area EOC will communicate the situation and resource tracking information to the State Operating Center (SOC) via CalEOC, a WebEOC-based emergency management response system.

#### **WebEOC Incident Management Software**

The City of Loma Linda EOC uses a proprietary implementation of the web-based incident management software, WebEOC. Access, passwords, and a standard operating guide can be found in the EOC in each section's EOC Manual. The Emergency Management Program regularly schedules training for EOC responders on using this required system.

#### 3.8.5 FIELD/EOC COORDINATION WITH DEPARTMENT OPERATIONS CENTERS (DOCs)

When a department within the City establishes a DOC to coordinate and support its field activities, the DOC Director will provide the location, time of establishment, and staffing information to the City EOC. All communications with the field units of that department will be directed to the DOC, who will then relay situation and resource information to the City EOC. DOCs may act as intermediate communication and coordination links between field units and the City EOC.

### 3.9 EOC ACTION PLANS

EOC Action Plans are created within an activated EOC during an operational period. The plans provide EOC personnel with knowledge of the incident objectives and the steps required for achievement. EOC Action Plans provide direction, but they also serve to provide a basis for measuring the achievement of objectives and overall system performance. Action planning is an important management tool that involves:

- A process for identifying priorities and objectives for emergency response or recovery efforts
- Documentation of the priorities and objectives, as well as the tasks and personnel assignments associated with meeting them

**Appendix F** provides detailed information on and direction for developing Action Plans.



## 3.10 EMERGENCY PROCLAMATIONS

### 3.10.1 CITY PROCLAMATIONS

A Local Emergency may be proclaimed by the City Council or the City Manager as specified by the Loma Linda Municipal Code Chapter 2.28 adopted by the City Council. The City Council must ratify a Local Emergency proclaimed by the City Manager within 7 days and, if it extends past 60 days, review the extension of the resolution every 60 days thereafter.

The Local Emergency must be terminated by resolution as soon as conditions warrant. Proclamations are typically made when an actual incident or threat of disaster or extreme peril to the safety of persons and property within the city is caused by natural or artificial situations.

The proclamation of a Local Emergency provides the governing body with the legal authority to:

- Request the Governor proclaim a State of Emergency;
- Issue or suspend orders and regulations necessary to provide for the protection of life and property, including issuing orders or regulations imposing a curfew;
- Exercise full power to request mutual aid from state agencies and other jurisdictions;
- Require the emergency services of any Loma Linda official or employee;
- Obtain vital supplies and equipment and, if required, immediately commander the same for public use;
- Impose penalties for violation of lawful orders, and
- Conduct emergency operations without incurring legal liability for performance or failure of performance per Article 17 of the Emergency Services Act.

### 3.10.2 COUNTY PROCLAMATIONS

For the County of San Bernardino, the Chair of the Board of Supervisors, the Board of Supervisors, the Chief Administrative Officer, or the Sheriff has the authority to proclaim a state of emergency. The County Public Health Officer may proclaim a public health emergency. Under the SEMS, cities must send their local proclamations to Cal OES through their county operational area coordinator. However, a city doesn't need to proclaim an emergency if the County proclaims an emergency for the entire geographic county area or a specific area that includes the impacted city or cities.

### 3.10.3 STATE OF EMERGENCY

A State of Emergency may be proclaimed by the Governor when:

- Conditions of disaster or extreme peril exist which threaten the safety of persons and property within the state caused by natural or human-caused incidents.
- The Governor is requested to do so by local authorities.
- The Governor finds that local authority is inadequate to cope with the emergency.

Whenever the Governor proclaims a State of Emergency:



- Mutual aid shall be rendered per approved emergency plans when needed in any county, city, county, or city for outside assistance.
- To the extent deemed necessary, the Governor shall have the right to exercise all police power vested in the state by the Constitution and the laws of the State of California within the designated area.
- Jurisdictions may command the aid of citizens as deemed necessary to cope with an emergency.
- The Governor may suspend the provisions of any state agency's orders, rules, or regulations; and any regulatory statute or statute prescribing the procedure for conducting state business.
- The Governor may commandeer or make use of any private property or personnel (other than the media) in carrying out the responsibilities of the office.
- The Governor may promulgate issues and enforce orders and regulations deemed necessary.

#### 3.10.4 STATE OF WAR EMERGENCY

Whenever the Governor proclaims a State of War Emergency, or if a State of War Emergency exists, all provisions associated with a State of Emergency apply, plus:

- All state agencies and political subdivisions are required to comply with the lawful orders and regulations of the Governor, which are made or given within the limits of authority as provided for in the Emergency Services Act.

#### 3.10.5 PRESIDENTIAL DECLARATION

If an emergency is beyond the ability of local and state government to manage effectively, the Governor will request federal assistance. The Federal Emergency Management Agency (FEMA) evaluates the request and recommends an action to the White House based on the disaster, the local community, and the state's ability to recover.

The President approves the request for federal disaster funding, or FEMA informs the governor it has been denied. This decision process could take a few hours or several weeks, depending on the nature of the disaster. Following a Presidential Declaration, federal assistance is available to supplement the efforts and resources of state and local governments to alleviate public and private sector damage and loss.

### 3.11 ALERTING AND WARNING

Alert and warning are the processes of alerting governmental partners and the public to the threat of imminent and/or extraordinary danger. Dependent on the nature of the threat and the population group at risk, a warning can originate at any level of government. Success in saving lives and property depends on timely warning and emergency information dissemination to persons in threatened areas. The local government is responsible for warning the population within their jurisdiction. City officials use various national and local warning systems and processes, such as the police dispatch center or the Operational Area communications center. The following are systems in place to provide public alerts and warnings.



### 3.11.1 INTEGRATED PUBLIC ALERT AND WARNING SYSTEM

IPAWS enables public safety officials to use various communication technologies to send emergency alerts and warnings, increasing the likelihood that the public will receive the message from at least one of them. IPAWS includes radio, television, the Internet, wireless devices, sirens, electronic road signs, and other emerging technologies that can be used to disseminate emergency alerts. It is an architecture that unifies the Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), the National Oceanic and Atmospheric Administration (NOAA) Weather Radio, and other public alerting systems into a single interface. Geographical interfaces and other technologies ensure that emergency alerts are relevant to the area in which a recipient is located.

IPAWS allows public safety officials to send life-saving alerts to the community, including those with disabilities and those without an understanding of the English language. IPAWS delivers National Weather Service and state and local alerts and warnings and allows the President to address the American people in the event of a national emergency.

### 3.11.2 EMERGENCY ALERT SYSTEM (EAS)

The Emergency Alert System (EAS) is designed for the broadcast media to disseminate emergency public information. This system enables the President and federal, state, and local governments to communicate with the general public through commercial broadcast stations. EAS is operated by the broadcast industry voluntarily at the local level and follows approved EAS plans, SOPs, and the rules and regulations of the Federal Communications Commission (FCC). EAS can be accessed at Federal, State, and local levels to transmit essential information to the public. Message priorities under the California Emergency Alert Plan are as follows:

- Priority One - Presidential Messages (carried live)
- Priority Two - EAS Operational (Local) Area Programming
- Priority Three - State Programming
- Priority Four - National Programming and News

State programming originates from the California State Warning Center (CSWC) and is transmitted through the State using the State's California Law Enforcement Radio System (CLERS) VHF/UHF radio relay stations. CLERS is a microwave-interconnected radio repeater system with Statewide coverage. It is managed by Cal OES and provides a point-to-point (fixed and temporary mobile base) or dispatch-to-dispatch communications and mobile and portable communications for interagency coordination among State and local law enforcement agencies. CLERS also serves as one delivery method of the EAS for the State and as the alternate alert system for Operational Areas.

The State message priorities are as follows:

- Priority One - Immediate and positive action without delay is required to save lives
- Priority Two - Actions required for the protection of property and instructions to the public requiring expedient dissemination



- Priority Three - Information to the public and all others

Emergency information is broadcast directly through the transmitters to all broadcasters in the city simultaneously and to special districts and businesses with more than 100 employees, who must monitor this frequency by law. Emergencies that may warrant an alert include a child abduction emergency, civil danger or emergencies, evacuations, law enforcement or fire warning, radiological or hazardous materials warnings, flash flooding, and severe weather warnings.

The City is included in the FCC Emergency Alert System Plan for San Bernardino County. Local EAS voice and video broadcasts are accomplished at the San Bernardino Operational Area EOC. There are four LP-1 stations designated for San Bernardino County.

Riverside/San Bernardino County LECC Monitor Assignments. The FCC Local Area is divided into four (4) Zones comprising two of the largest counties in the United States. No one broadcast station covers one entire county. There are a few locations without adequate California coverage due to terrain and distances.

- **EAS Zone LP1 KFRG 95.1 1 / LP2 Alt KGGI 99.1** Includes but is not limited to the following cities and geographic areas: San Bernardino, Redlands, Highland, Fontana, Rialto, Colton, Rancho Cucamonga, Upland, Montclair, Ontario, Chino, Beaumont, Banning, Cherry Valley, Big Bear, arrowhead, Riverside, Corona, Norco, Hemet, Temecula, Lake Elsinore, from the 15 Fwy Cajon Pass to the county line at the 10 Fwy in Pomona, to 10 Fwy in Banning to the 91 Fwy at Corona, to the Temecula Valley.
- **Zone 2 Coachella Valley EAS Zone LP1 KDES-FM 98.5 / LP2 Alt KCLB 93.7** Includes but is not limited to the following cities and geographic areas: Palm Springs, Cathedral City, Desert Hot Springs, Rancho Mirage, Thousand Palms, Indian Wells, Bermuda Dunes, LaQuinta, and Morongo Valley, from the 10 Fwy at Cabazon to the San Jacinto Mountains to the San Bernardino Mountains at Joshua Tree National Forest to the Salton Sea.
- **Zone 3 Mojave EAS Zone LP1 KRXV-98.1, KHWY-98.9, KHYZ-99.7** Includes but is not limited to the following cities and geographic areas: Barstow, Lenwood, Yermo, Newberry Springs, Baker, Mtn. Pass, Ludlow, Essex, and Goffs, from the I-15 and I-40 junction to Stateline Nevada on both highways, through the Mojave National Preserve.
- **Zone 4 Victor Valley LP1 KZXY-102.3 / LP2 Alt KGGI 99.1:** Includes but is not limited to the following cities and geographic areas: Victorville, Apple Valley, Hesperia, Adelanto, Oak Hills, Lucerne Valley, Oro Grande, and Silver Lakes from the Cajon Pass at the I-15 to the 395 at Four Corners to the 18 through Lucerne Valley along the San Bernardino Mountains to Big Bear

### 3.11.3 WIRELESS EMERGENCY ALERTS (WEA)

WEA is a public safety system that allows customers who own certain wireless phones and other enabled mobile devices to receive geographically-targeted, text-like messages alerting them of imminent threats to safety in their area. WEA enables government officials to target emergency alerts to specific geographic areas.



WEA was established in 2008 per the Warning, Alert, and Response Network (WARN) Act and became operational in 2012. Wireless companies volunteer to participate in WEA, which results from a unique public/private partnership between the FCC, FEMA, and the wireless industry to enhance public safety. Using WEA, authorized national, state, or local government authorities may send alerts regarding public safety emergencies, such as evacuation orders or shelter-in-place orders due to severe weather, wildfire, a terrorist threat, or a hazardous materials incident.

The alerts from authenticated public safety officials are sent through FEMA's IPAWS to participating wireless carriers, pushing the alerts to mobile devices in the affected area. Mobile device customers do not need to sign up for this service. WEA allows government officials to send emergency alerts to all subscribers with WEA-capable devices if their wireless carrier participates in the program. Loma Linda has an MOU with FEMA to allow designated City staff to send alerts to cellular devices within the city.

#### 3.11.4 CALIFORNIA STATE WARNING CENTER

The California State Warning Center (CSWC) is staffed 24 hours a day, 7 days a week. The mission of the CSWC is to be the central information hub for statewide emergency communications and notifications. The CSWC is staffed with Emergency Notification Controllers, Emergency Services Coordinators, and Program Managers. The CSWC is a highly reliable and accurate “one-stop” resource for emergency management, law enforcement, and key decision-making personnel throughout the State. The CSWC can be reached at (916) 845-8911.

The CSWC is responsible for receiving, coordinating, verifying, and disseminating information about events that occur within California or that could affect California. Information obtained by the CSWC is coordinated between Cal OES and other sources to ensure that the disseminated information is timely and accurate.

The following is a list of current functions and responsibilities of the CSWC:

- Facilitates multi-regional and statewide AMBER Alerts
- Carries out critical incident notifications, warnings, and tactical alerts to all involved agencies and organizations
- Conducts computer crime incident notifications
- Conducts homeland security incident notifications
- Conducts hazardous material notifications
- Monitors natural disasters and coordinates emergency response
- Monitors and maintains state and national emergency response communications
- Conducts Governor and executive staff notifications
- Facilitates toxic call-outs (drug labs)



Procedures have been established for the handling of such incidents as:

- Hazardous Materials Spill Reports
- Earthquakes
- Tsunamis
- Floods
- Major fires
- Missing or overdue aircraft
- Search and rescues
- Radiation incidents
- Nuclear Incidents
- Weather watches and warnings
- Train derailments

#### 3.11.5 NATIONAL WARNING SYSTEM (NAWAS)

NAWAS is a dedicated wire-line system that provides two-way voice communications between federal, state, and local warning centers. If the situation ever presents itself, NAWAS is a nationwide system developed to send warnings of impending attacks throughout the nation.

The system may be activated from two federal facilities staffed 24 hours daily: the National Warning Center (North American Air Defense Command, Colorado Springs) and the Alternate National Warning Center (Olney, Maryland).

During major peacetime emergencies, state agencies may use portions of NAWAS augmented by state and local systems. Each state has a warning point that controls the NAWAS connection within the state. See State Level CALWAS for more information.

#### Tests

NAWAS is tested three times daily at unscheduled times. The state warning point, OES, acknowledges the test for California. If OES does not respond, the alternate, CHP, will acknowledge the test. Immediately following the national test, the state NAWAS test is conducted.

#### 3.11.6 NATIONAL WEATHER SERVICE

The National Weather Service transmits continuous weather information on 162.40, 162.475, and 162.55 MHz frequencies. Weather Service Severe Weather Broadcasts are preceded with a 1,050 MHz tone that activates weather monitor receivers equipped with decoders. The National Weather Service can also access NAWAS to announce severe weather information. The City of Loma Linda emergency resources has access to Weather Radio via Dispatch.



#### 3.11.7 TELEPHONE EMERGENCY NOTIFICATION SYSTEM

The San Bernardino County Sheriff and Fire Departments send high-speed mass notifications via telephone and text messages to quickly communicate information on impending dangers. This system is known as the Telephone Emergency Notification System (TENS).

The County uses a database of landline telephone numbers updated every six months to send emergency messages to landline phones only. By signing up, residents can receive emergency text messages on their cell phones, add voice over internet phone numbers (V.O.I.P.), and manage their accounts using a valid email address. Those without internet connections can sign up by calling 211 or (909) 980-2857 for assistance in registering.

TENS alerts do not generally go out to the entire County but are targeted to affected areas.

#### 3.11.8 SB READY

The San Bernardino Community Preparedness App, SB Ready, helps its users, the residents of San Bernardino County, to stay prepared and protect their loved ones should an emergency occur. **Some of the features include:**

- The five-step family emergency plan creation wizard
- Important news and timely alerts from the county
- Live information on evacuation routes and shelters
- One-button status sharing
- Library of emergency preparedness eGuides

#### 3.11.9 NIXLE

NIXLE Connect allows the City Police Department to communicate with the public via text/SMS, email, and Internet posts at no cost. NIXLE is the primary resource for distributing secure information to residents over the department's web-based platforms. Communications range from emergency alerts to routine day-to-day information, including traffic advisories, missing person reports, public safety announcements, press releases for high-profile cases, awards, and other relevant information to the area.

City residents can sign up to receive free, real-time safety information by texting their zip code to 888777 or by visiting [www.nixle.com](http://www.nixle.com). Once registered, users can customize the alerts they wish to receive via text, email, and online.

#### 3.11.10 GOVERNMENT EMERGENCY TELEPHONE SYSTEM AND WIRELESS PRIORITY SERVICE

The Government Emergency Telephone System (GETS) and the Wireless Priority Service (WPS) programs are companion services for priority calling offered by the Cybersecurity and Infrastructure Security Agency (CISA). GETS provides essential personnel priority access and prioritized processing in the local and long-distance segments of landline networks, greatly increasing the probability of call completion. GETS is intended to be used in an emergency or crisis situation when the network is congested and the probability of completing a normal call is reduced.



WPS supports national leadership, federal, state, local, tribal, and territorial governments, and authorized national security and emergency preparedness users. It is intended to be used in an emergency or crisis situation when the wireless network is congested, and the probability of completing a normal call is reduced. Select field-level responders have access to these resources, coordinated through the Emergency Management Division.

### 3.12 POPULATIONS WITH DISABILITIES AND OTHER ACCESS AND FUNCTIONAL NEEDS

Access to emergency services shall not be denied on the grounds of race, color, national origin, sex, age, or handicap. To ensure this goal is met, Title II of the Americans with Disabilities Act of 1990 (ADA) requires state and local governments to make their programs and services accessible to persons with disabilities. This requirement extends to physical access at government facilities, programs, and events and to policy changes that governmental entities must make to ensure that all people with disabilities can take part in and benefit from the programs and services of state and local governments. In addition, governmental entities must ensure effective communication, including providing necessary auxiliary aids and services, so that individuals with disabilities can participate in civic life.

ADA, signed into law on July 26, 1990, is a broad civil rights law that prohibits discrimination against people with disabilities, including but not limited to mobility, vision, hearing, cognitive disorders, mental illnesses, and language barriers. In 2008, the Federal government updated the ADA, known as the ADA Amendments Act (ADAAA). The revised law broadens the scope of the definition of what it means to have a disability. These changes went into effect on January 1, 2009. These amendments make it easier for people with disabilities and others with access and functional needs to seek protection under the law.

The City will make every effort to address the needs of people with disabilities and others with access and functional needs. Priorities for emergency incidents will be providing effective alerting and warning messaging, conducting lifesaving operations, ordering and executing evacuations, and providing shelter while addressing communications, mobility, and accessibility issues. Included in the City's planning efforts for those with disabilities and others with access and functional needs are:

- Access to staff trained in Functional Assessment Service Teams (FAST) through the State of California
- ADA-compliant access to City programs, services, and facilities and ARC shelter facilities
- Assistance with animal services for evacuation of service dogs and sheltering
- Identified transportation assistance for those requiring physical assistance
- Reverse telephone system for specific geographic areas
- Notification and warning procedures
- Evacuation considerations
- Emergency transportation issues
- Sheltering requirements



### 3.12.1 FUNCTIONAL NEEDS POPULATIONS

Functional needs populations are those community members who may have additional needs before, during, and after an incident in functional areas. This includes, but is not limited to, maintaining independence, communication, transportation, supervision, and medical care. Individuals in need of additional response assistance may include those with disabilities, those in institutionalized settings, older adults, children, those from diverse cultures, those with limited or no English proficiency, or those who are transportation disadvantaged.

According to the Centers for Disease Control and Prevention, 21.9% of people in California identify as having a disability. Lessons documented in recent disasters concerning the integration of people with disabilities into community living and the growing aging population has shown that the existing paradigm of emergency planning and implementation must change. These lessons learned show three (3) areas that are repeatedly identified as most important to people with disabilities and older adults: 1) communications (alert, warning, and notification), 2) evacuation (transportation), and 3) sheltering.

### 3.12.2 CALIFORNIA OES OFFICE OF ACCESS AND FUNCTIONAL NEEDS

In January 2008, the Office for Access and Functional Needs (OAFN) was created within Cal OES. The purpose of OAFN is to identify the needs of individuals with disabilities and others with access and functional needs before, during, and after disasters and to integrate them into the State's emergency management systems.

OAFN utilizes a whole community approach by offering training and guidance to emergency managers and planners, disability advocates, and other service providers responsible for planning for, responding to, and helping communities recover from disasters. In short, OAFN plans for the realities of disasters by integrating access and functional needs into everything Cal OES does, including partnership development, outreach, training, guidance, and technical assistance.

## 3.13 ANIMAL CONSIDERATIONS

The PETS Act (Pets Evacuation and Transportation Standards Act of 2006) directs state and local emergency preparedness plans to address the needs of people with pets and service animals before, during, and after a major disaster.

The City's Animal Control Officers respond to a variety of calls for service. Officers enforce municipal and state, and federal laws pertaining to animals. The City Animal Control provides the following services:

- Rescuing injured animals
- Capturing at-large or stray animals
- Investigating animal bites and attacks
- Removing dead animals from public property
- Removing dead or living wildlife from private property ONLY if such wildlife has direct contact with humans and/or animals that involves a bite or attack
- Enforcing leash laws and local ordinances



- Investigating reports of animal cruelty or neglect
- Licensing of dogs

### 3.14 CONTINUITY OF GOVERNMENT

**Appendix I** contains information on government continuity, including alternative government seats, lines of succession, City Council continuity, and vital records maintenance.



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## 4. EMERGENCY OPERATIONS

This section addresses the City's emergency operations processes and procedures.

### 4.1 EMERGENCY ORGANIZATION

The City's emergency organization is aligned with SEMS/NIMS and follows ICS principles.

#### 4.1.1 RESPONSE LEVELS

Regular governmental duties will be maintained during emergency response, with emergency operations carried out by agencies assigned specific emergency functions. The City of Loma Linda has adopted the SEMS and the NIMS for managing a response to multi-agency and multi-jurisdiction emergencies and facilitating communications and coordination between all levels of the system and among all responding agencies. Chapter 1 of Division 2 of Title 19 of the *California Code of Regulations* establishes the standard response structure and basic emergency response and recovery protocols.

Fully activated, the emergency organization consists of five levels: field response, local government, operational areas (countywide), OES Mutual Aid Regions, and state government, as described in Section 3.4.

#### 4.1.2 SEMS FUNCTIONS

SEMS requires that every emergency response involving multiple jurisdictions or multiple agencies include the five functions identified below. These functions must be applied at each level of the SEMS organization.

- 1) **Command/Management:** Command is responsible for directing, ordering, and/or controlling resources at the field response level. Management is responsible for overall emergency policy and coordination at the SEMS EOC levels. Command and Management are further discussed below:
  - a) **Command:** A key concept in emergency planning is establishing command and tactical control at the lowest level that can effectively perform that role in the organization. In the Incident Command System (ICS), the Incident Commander (IC), with appropriate policy direction and authority from the responding agency, sets the objectives to be accomplished and approves the strategy and tactics to be used to meet those objectives. The IC must respond to a higher authority. Depending upon the incident's size and scope, the higher authority could be the next ranking level in the organization, up to the agency or department executive. When activated, this relationship provides an operational link with policy executives who customarily reside in the Department Operations Center (DOC) or EOC.
  - b) **Management:** The EOC is a central location where multiple agencies or organizations coordinate information collection and evaluation, priority setting, and resource management. Within the EOC, the Management function:



- i. Facilitates multiagency coordination and executive decision-making in support of the incident response,
  - ii. Implements the policies established by the governing bodies,
  - iii. Facilitate the activities of the Multiagency (MAC) Group
- 2) **Operations:** Responsible for coordinating and supporting all jurisdictional operations in support of the emergency response through implementing the organizational level's Action Plans (AP). At the Field Level, the Operations Section is responsible for the coordinated tactical response directly applicable to or in support of the objectives per the Incident Action Plan (IAP). In the EOC, the Operations Section Coordinator manages functional coordinators who share information and decisions about discipline-specific operations.
- 3) **Logistics:** Responsible for providing facilities, services, personnel, equipment, and materials to support the emergency. Unified ordering occurs through the Logistics Section Ordering Managers to ensure controls and accountability over resource requests. As needed, Unit Coordinators are appointed to address the needs for communications, food, medical, supplies, facilities, and ground support.
- 4) **Planning/Intelligence:** Responsible for collecting, evaluating and disseminating operational information related to the incident for preparing and documenting the IAP at the Field Level or the AP at an EOC. Planning/Intelligence also maintains information on the current and forecasted situation and the status of resources assigned to the emergency or the EOC. As needed, Unit Coordinators are appointed to collect and analyze data, prepare situation reports, develop action plans, set Geographic Information Systems (GIS) priorities, compile and maintain documentation, conduct advance planning, manage technical specialists, and coordinate demobilization.
- 5) **Finance/Administration:** Responsible for all financial and cost analysis aspects of the emergency and for any administrative aspects not handled by the other functions. Unit Leaders are appointed as needed to record time for incidents or EOC personnel and hire equipment, coordinate procurement activities, process claims, and track costs.

## 4.2 EMERGENCY OPERATIONS CENTER (EOC)

This section describes the functions and organization of the City's EOC.

### 4.2.1 PURPOSE AND FUNCTIONS OF THE EOC

The purpose of the City EOC is to provide a facility from which the organization's response to an emergency can be effectively coordinated. During an emergency, the EOC will provide a single focal point for centralized activities, including:

- Decision-making at the operation level
- Management of information by developing, maintaining, displaying, and disseminating Situational Awareness of the incident to those working within the EOC, at the incident, or with other DOCs



- Resource support to identify, obtain, and manage City and other resources for emergency operations
- Providing logistics support when multiple incident commands require coordination
- Performing accounting and recordkeeping to track disaster costs
- Providing liaisons to other organizations
- Coordinating appropriate information for public dissemination

The EOC performs these tasks by communicating across departments, agencies, and jurisdictions to relieve on-scene command of the burden of external coordination, resource allocation, and information collection, verification, and dissemination. The decisions made through the EOC are designed to be broad in scope and offer guidance on overall priorities.

The EOC is operated by the City staff and others that are specially trained to perform their ICS position roles in emergency management. They provide support to ICs and DOCs, conduct public notification and warning, provide incident emergency and public communications, and manage resource coordination. The EOC facility has specialized equipment, information systems, and various tools supporting city-wide emergency response operations.

The EOC does not directly manage or command incidents. Field-level emergency responders, such as the Fire, Police, and Public Works staff, manage or command incidents through on-scene ICs. The role of the EOC is to collect, validate and organize incident information and to provide for the overall coordination of resources required during response and recovery operations.

Tasks performed by the EOC and processes to complete them are more fully described in **Appendix C**, EOC Operations and Detailed Position Checklists.

#### 4.2.2 EOC LOCATIONS AND LAYOUT

The City EOCs are located at:

PRIMARY	25541 Barton Road, Loma Linda, CA 92354
ALTERNATE 1	26000 Barton Road, Loma Linda, CA 92354

The Alternate EOC will be activated only when the primary EOC is damaged, inaccessible, and/or evacuation of EOC staff members becomes necessary. If the primary EOC is unusable before activation, staff members will be asked to report to the alternate EOC site as directed. The EOC Logistics Section will arrange for the relocation of EOC staff members to the alternate EOC. All field ICs will be notified of the transition to the alternate EOC.

#### 4.2.3 EOC ACTIVATION AND DEACTIVATION

The EOC will be activated using the following activation levels.



## Activation Levels

### Event /Incident Monitoring

This level is used if an EOC needs to monitor an incident for which the Operational Area, region, and State are not required to activate. This includes staffing related to a training exercise, a pre-planned event, a minor incident, or a Department Operations Center (DOC) activation.

The City's Emergency Services Coordinator should be contacted to reserve/use the EOC for planned events and when a DOC has been activated. Examples include parades, holiday activities, large sports events, political events, concerts, minor fire or hazmat incidents, storms that produce flash flooding or other disruptive or destructive effects, etc.

### Level III (Low- Level Activation)

Level III activation **may** prompt the minimum staffing of the EOC with the EOC Coordinator (Emergency Services Coordinator) and select designated monitoring staff.

The City's EOC may also activate at a Level III "remotely" and may not require physical staffing at the EOC. This generally applies to an event conducted by one individual assigned as the EOC Director or designee and meets the necessary internal and external notification criteria as noted below.

Example: Rain or Wind Event requiring the involvement of two or more City Departments.

### Level II (Medium Level Activation)

Level II activation assumes that staffing has been deemed insufficient to meet the needs of the incident and additional EOC positions need to be filled. The decision to call in additional trained EOC responders is based on the magnitude of the emergency or disaster as determined by the EOC Director or designee.

Due to the nature of the emergency or disaster, Level II activation may necessitate a 24-hour A Shift and B Shift schedule. While the A Shift will be fully staffed in the EOC, the B Shift may be staffed by a reduced number of EOC responders or by a few key positions as assigned by the EOC Director or designee.

Example: Wildland Fire or Hazardous Materials spill requiring evacuations.

### Level I (High-Level Activation)

Level I activation assumes Level III and Level II staffing has been deemed insufficient to meet the needs of the incident and that most, if not all, of the EOC positions need to be filled.

During a Level I activation, the EOC operates on a 24-Hour basis, rotating personnel in and out of the EOC on 12-hour shifts (0700-1900 A-Shift and 1900-0700 B-Shift).

Example: Large-Scale events such as an earthquake or terrorist event.

### Deactivation

The EOC will operate until the EOC Director determines to return to normal operations. EOC operations may be downgraded from a full or partial activation to a reduced level. All internal and external contacts informed of the initial activation will be notified when the EOC is deactivated or the activation level is



downgraded. Appropriate contact phone number(s) will be provided to external partners upon deactivation to ensure continuity of access as additional support or informational needs may arise.

For incidents that require recovery operations, the EOC may transition to a recovery operations center that is likely to operate during normal business hours. Additional information on recovery operations is contained in **Appendix H**.

#### 4.2.4 EOC ORGANIZATION

City and other personnel who operate the EOC are known collectively as the EOC team, which includes staff with either the technical ability or decision-making authority to support life safety response activity, protect property and restore essential City services after an incident. City Departments provide staff to support the EOC when activated. **Figure 4.1**, EOC Staffing Responsibility, provides direction on which positions are filled by responsible City departments. **Figure 4.2** shows the City's EOC organizational structure. Detailed position checklists are contained in **Appendix C**.

**FIGURE 4.1 - EOC STAFFING RESPONSIBILITY CHART**

Department	Management	Operations	Planning/Intel	Logistics	Finance
City Council	x	x	x	x	x
Administration	<b>P</b>	x	x	x	x
Personnel	x	x	x	x	x
City Clerk	x	x	x	x	x
Community Dev.	x	x	x	x	x
Economic Dev.	x	x	x	x	x
Finance	x	x	x	x	<b>P</b>
Information Systems	x	x	x	x	x
Fire Department	x	<b>P</b>	<b>P</b>	x	x
Police Dept.	x	x	x	x	x
Public Works	x	x	x	<b>P</b>	x

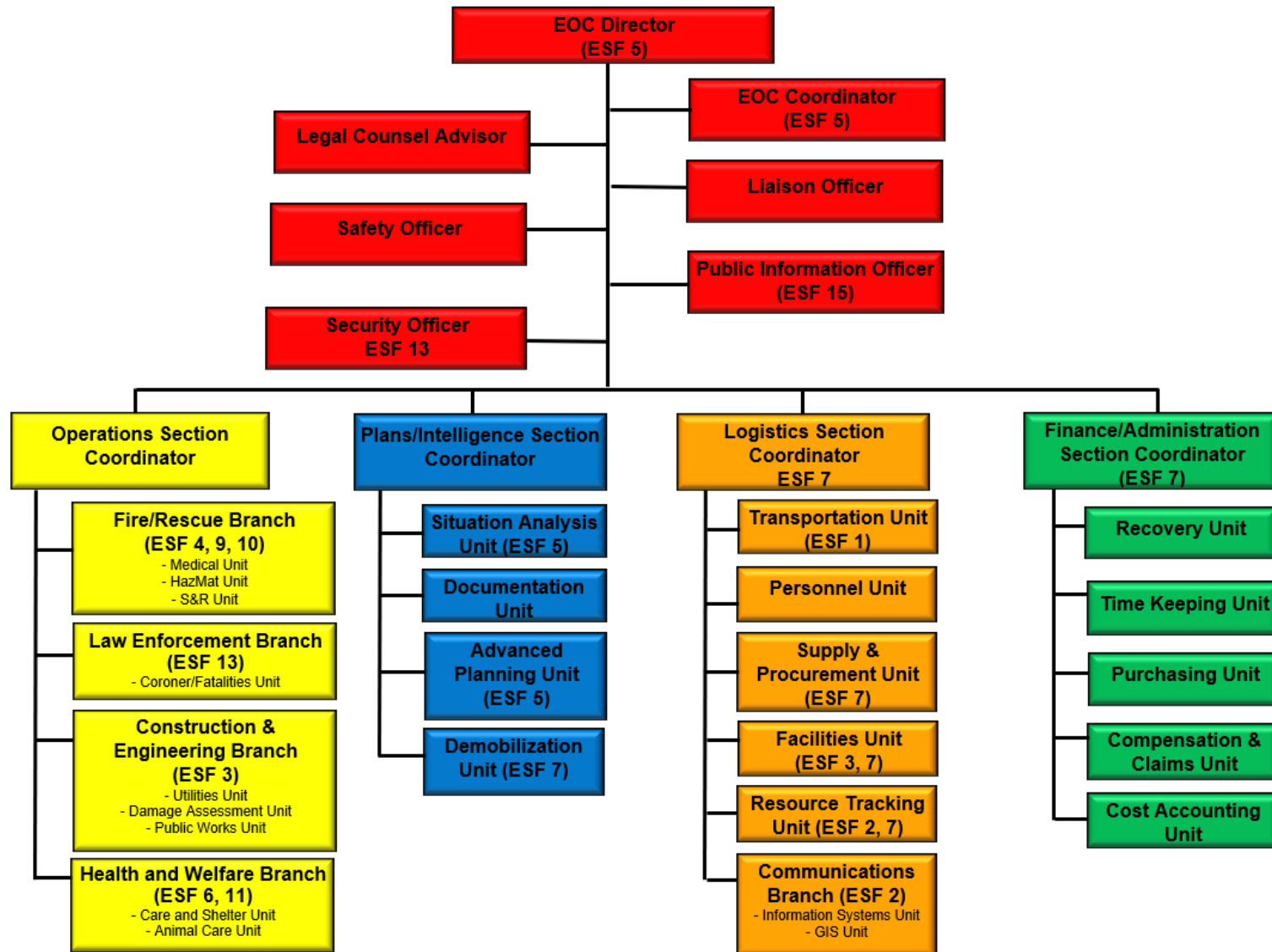
EOC team staffing is a function of the scope and scale of the emergency and requirements for effective response; therefore, not all identified EOC positions will necessarily be staffed in the event of activation. City personnel not designated as members of the EOC Team may be directed to move to other facilities or workstations or may be advised to remain at or return to their regular workstations or homes pending further instructions. The EOC is organized using the chart below.



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FIGURE 4.2 - EOC ORGANIZATIONAL CHART





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#### **4.2.4.1 POLICY GROUP**

The Policy Group is responsible for assisting the EOC Director, on an as needed basis, in developing policy, overall strategy, rules, regulations, proclamations, and orders. The Policy Group consists of all City Council members. The Legal Counsel is the City Attorney, who will assist the EOC Director and the Policy Group as needed. The City Clerk supports the Policy Group and is responsible for documenting and recording all emergency orders and decisions of the policy group. In carrying out their responsibilities, the Policy Group should use the following guidance:

##### **Assess the Situation**

- ☐ EOC Director at the EOC, or appointed, will contact to provide an update on the incident, including the emergency's extent and status of available resources. Be involved in discussing any interruption to essential services and estimate the likely duration of the event.

##### **Responsibilities:**

- ☐ **Proclaim and/or ratify a local emergency proclamation**
- ☐ **Monitor executive issues (business and finance, media, information systems, risk management)**  
Let the City's operational managers coordinate the response in the field within their areas of expertise. At the executive level, watch for emerging issues related to the overall continuity of operations, media issues, risk management concerns, and other enterprise-wide considerations.
- ☐ **Support the Legal Liaison Position**  
Discuss policy issues as needed.
- ☐ **Engage legal counsel as part of the emergency response effort**  
Stay apprised of legal issues as they emerge and consult with counsel as necessary and appropriate.
- ☐ **Host and accompany VIPs and government officials on tours of the emergency/disaster**
- ☐ **End the emergency proclamation at the appropriate time**

#### **4.2.4.2 MANAGEMENT SECTION**

The responsibilities of the Management Section are to implement response and recovery activities effectively and to manage resources efficiently. To meet these responsibilities, the Management Section directs the following overarching objectives:

- ☐ Provide overall management and coordination of the City's emergency response and recovery operations
- ☐ Support the Policy Group
- ☐ Coordinate with appropriate federal, state, and other local government agencies, as well as private sector entities and volunteer agencies



- ☐ Establish response priorities and resolve any conflicting demands for resource support
- ☐ Prepare and disseminate emergency public information to inform, alert, and warn the public
- ☐ Disseminate damage information and other essential data
- ☐ Ensure that all EOC Sections are aware of and follow documentation procedures to recover all eligible disaster response and recovery costs
- ☐ Review and approve the Action Plan

The Management Section consists of the following ICS positions. Detailed position checklists are contained in **Appendix C**.

#### **EOC Director – City Manager**

Authority for managing EOC operations is delegated from the City Council to the City Manager as EOC Director. The EOC Director reports to the Policy Group. The Management Staff and General Staff Section Coordinators report to the EOC Director. The EOC Director is responsible for managing the emergency response per the guidance provided by the City Council. In concert with the EOC General Staff, the EOC Director sets priorities for response efforts and establishes coordination between the City and other emergency response agencies. During EOC activation, the EOC Director has the authority to authorize the expenditure of funds.

#### **EOC Coordinator – Fire Marshal**

The EOC Coordinator is responsible for supporting EOC setup and initial operations. The EOC Coordinator monitors EOC internal management systems, coordinates with outside public jurisdictions and internal departments, and serves as advisor to the EOC Director and General Staff. The EOC Coordinator provides information and guidance to all EOC sections and coordinates with the SBCOA EOC if a liaison is not assigned.

#### **Legal Advisor – City Attorney**

The Legal Advisor supports the Policy Group and works with City's Legal Counsel. The Legal Advisor prepares proclamations, emergency ordinances, and other legal documents and provides legal services as required. The Legal Advisor maintains legal information, records, and reports.

#### **Liaison Officer – City Clerk**

The Liaison Officer oversees the activities of outside agency representatives in the EOC. The Liaison Officer establishes and maintains a central location for incoming agency representatives, providing workspace and support as needed. The Liaison Officer ensures guidelines, policy directives, situation reports, and a copy of the EOC Action Plan is provided to Agency Representatives upon check-in. In conjunction with the EOC Coordinator, the Liaison Officer provides orientations for VIPs and other visitors to the EOC.



### **Safety Officer – Sheriff Department**

The EOC Safety Officer identifies and mitigates safety hazards and conditions representing potential liability to the City during emergency operations. The EOC Safety Officer ensures a safe working environment in the EOC and all facilities used in support of EOC operations. The EOC Safety Officer identifies & mitigates safety hazards during EOC operations, such as slips, trips, falls, dehydration, fatigue, food illness, and mental well-being, creating an atmosphere of safety. The EOC Safety Officer develops the EOC 208 Safety Message for the EOC Action Plan.

### **Security Officer – Sheriff Department**

The Security Officer is responsible for the 24-hour security of the EOC and supporting facilities. The Security Officer coordinates all visits to the EOC and controls access to the EOC and adjacent parking areas per the policies established by the EOC Director. This position will be established if EOC is not located at the primary EOC facility.

### **Public Information Officer – Fire Marshal**

The Public Information Officer (PIO) reports to the EOC Director. The PIO conducts media monitoring and ensures that government officials, the media, and the public receive complete, accurate, and consistent information about the status of City emergency operations. The PIO also serves as the coordination point for all media contacts and releases. The PIO is responsible for alerting the public of the pending or existing emergencies and activating all public warning systems.

#### **4.2.4.3 OPERATIONS SECTION**

The Operations Section is responsible for the coordination of all response elements applied to the disaster or emergency. The Operations Section carries out the objectives of the EOC Action Plan and requests additional resources as needed. The Operations Section consists of the following ICS positions. **Appendix C** contains detailed position checklists.

### **Operations Section Coordinator – Fire Chief**

The Operations Section Coordinator (OSC) reports to the EOC Director. The OSC is responsible for executing the operational objectives identified in the EOC Action Plan. The OSC establishes the appropriate level of Branch/Division organization level within the EOC Operations Section, continuously monitoring the effectiveness and modifying accordingly. The OSC coordinates with all field response operations and supervises operational functions assigned to the EOC, such as Fire, Law, Medical/Health, Health & Welfare, Public Works, and Building and Safety. The OSC provides the Planning/Intelligence Section with field status reports and other incident information. The OSC determines resource requirements and provides them to the Logistics Section Coordinator. The OSC conducts operations briefings for the EOC Director and other staff as required or requested.

### **Fire & Rescue Branch – Fire Department**

The Fire & Rescue Branch (FRB) reports to the OSC. FRB coordinates and prioritizes the assignment of fire, disaster medical, hazardous materials, and search and rescue resources for response operations. The FRB mobilizes and assigns these resources through the Logistics Section as necessary. The Medical Unit,



HazMat Unit, and Search and Rescue Unit fall under the FRB. The FRB is also responsible for coordinating mutual aid resources.

#### **Medical Unit – Fire Department**

The Medical unit reports to the FRB Director. The medical unit is responsible for providing emergency medical care and transportation to appropriate medical facilities. The Medical unit monitors and coordinates all tactical operations of triage, emergency medical care, and treatment of the sick and injured resulting from the incident. They assess medical casualties and needs and coordinate resources and communication with medical/health care facilities and transportation companies for evacuation, continual patient care, and casualty collection points.

#### **HazMat Unit – Fire Department**

The HazMat Unit reports to the FRB Director. The HazMat unit responds to hazardous materials incidents (including nuclear). They provide radiological monitoring, data evaluation, and recommendation of actions required for population protection. The HazMat Unit determines if current and forecasted weather conditions will complicate large and intense fires, hazardous material releases, major medical incidents and/or other potential problems.

#### **Search & Rescue Unit – Fire Department**

The Search & Rescue Unit reports to the FRB Director. The Search and Rescue Unit performs all heavy and light search and rescue operations. They are responsible for surveying areas of known potential for building damage, establishing priorities for rescue based on greatest need, and determining the need for heavy rescue teams or individual volunteers to augment the search and rescue effort.

#### **Law Enforcement Branch – Sheriff Department**

The Law Enforcement Branch (LEB) reports to the OSC. The LEB is responsible for coordinating personnel, equipment, and resources committed to police activities. The LEB is responsible for alerting and warning the public, coordinating evacuations, enforcing laws and emergency orders, establishing safe traffic routes, ordering, and coordinating appropriate mutual aid resources, and assisting in Coroner functions. If requested, the LEB will provide security at incident facilities.

#### **Construction & Engineering Branch – City Engineer**

The Construction & Engineering Branch (CEB) reports to the OSC. The CEB is responsible for inspection and re-occupancy processes for key city facilities. The CEB provides engineering support as requested for response activities such as urban search and rescue and coordinates with the Damage Assessment Unit to conduct safety assessments of damage to buildings, structures, and property within the city and provide safety assessment information and statistics to the Damage Assessment Unit. The CEB tags structures that are unsafe to enter or inhabit. The CEB works with the City Attorney to condemn unsafe structures that owners have abandoned. The CEB reviews City building codes and develops recommendations for building code changes.



### **Utilities Unit – Utility Services Supervisor**

The Utilities Unit (UU) reports to the CEB Director. Coordinates with public and private utilities, including electric, gas, water, waste, and telephone to receive an assessment of the systems and coordinates with utility companies to develop a restoration plan.

### **Damage Assessment Unit – Building Inspector**

The Damage Assessment Unit (DAU) reports to the CEB Director. The DAU collects initial damage/safety assessment information from other branches within the Operations Section. If the disaster is a winter storm, flood, or earthquake-related, the DAU ensures assessment teams are dispatched to evaluate the conditions of creeks and dams. The DAU provides detailed damage/safety assessment information to the Planning/Intelligence Section, develops loss damage estimates in conjunction with the Construction & Engineering Branch, and maintains detailed records on damaged areas and structures. The DAU initiates requests for building inspector resources from the Operational Area.

### **Public Works Unit – Field Services Supervisor**

The Public Works Unit (PWU) reports to the CEB Director. The PWU is responsible for supporting City-owned infrastructure. The PWU conducts response operations to protect and restore damaged or destroyed city infrastructure. The PWU manages its own resources and coordinates with the Logistics Section to procure support supplies, transportation, materials, and equipment. The PWU assists with repairing utility systems as required and provides flood management assistance, such as sandbagging; rerouting waterways away from populated areas; and river, creek, or stream bed debris clearance. The PWU determines the need for and location of general staging areas for unassigned public works resources, prioritizes the allocation of resources to individual incidents, monitors resource assignments, and adjusts assignments based on requirements. The PWU also distributes emergency potable water supplies and coordinates with water treatment plants and the County Department of Public Health on water purification notices.

### **Health & Welfare Branch – Fire Inspector**

The Health & Welfare Branch (HWB) is a liaison position. It will coordinate with the San Bernardino County Operational Area (OA) to safeguard the public health of the citizens of Loma Linda. The HWB will coordinate the caregiving activities through available resources or by obtaining services as required through agreements and/or mutual aid programs. The HWB is responsible for managing personnel, equipment, and resources to provide the best patient care possible and coordinating public health and sanitation provision. The HWB will also liaison with local hospitals and urgent-care facilities to coordinate medical care operations.

### **Care and Shelter Unit – Executive Aide**

The Care and Shelter Unit (CSU) reports to the HWB Director. The CSU identifies community care and shelter needs and coordinates with the American Red Cross (ARC) and other emergency welfare agencies to identify, set up, staff, and maintain evacuation centers and mass care facilities for disaster victims. The CSU works with the ARC to establish and operate shelters. During a disaster, staff from the Fire Department will serve as the Care and Shelter Unit Supervisor.



### **Animal Care Unit – Animal Control**

The Animal Care Unit (ACU) reports to the HWB Director. The ACU coordinates animal care, rescue operations, and sheltering with San Bernardino County Animal Services. The ACU promptly and professionally assists citizens with a wide variety of services relating to the care and control of animals. The ACU coordinates with law enforcement and the San Bernardino County Sheriff's Office for pet evacuations and animal control issues, such as lost and injured pets.

#### **4.2.4.4 PLANNING/INTELLIGENCE SECTION**

The Planning Section collects, evaluates, and disseminates incident situation information and intelligence for the EOC, DOCs, and field response incident personnel. The Planning Section prepares status reports, displays situation information, maintains the status of resources assigned to the incident, and prepares and documents the EOC Action Plan based on Operations Section input and guidance from the Incident Commander/Unified Command.

The Planning/Intelligence Section consists of the following ICS positions. **Appendix C** contains detailed position checklists.

#### **Planning Section Coordinator – Senior Planner**

The Planning Section Coordinator (PSC) reports to the EOC Director. The PSC directs the Planning Section to collect, analyze, display and disseminate situation information, prepare situation status reports, and develop the EOC Action Plan. The PSC provides for incident documentation collection and maintenance. The PSC supports developing incident analytical tools such as GIS maps and databases and is responsible for advanced planning for complex, long-duration incidents. The PSC leads the After-Action Review (AAR) process.

#### **Situation Analysis Unit – Administrative Specialist II**

The Situation Analysis Unit (SAU) reports to the PSC. The SAU collects, organizes, and analyzes incident information from all sources. The SAU evaluates field status reports and incident action plans provided by the Operations Section. The SAU develops and provides flash reports and situational status reports for each operation period based on the evaluation of information. The SAU generates databases and creates displays for dissemination to the EOC and other organizations. The SAU works to provide a common operating picture for the development of the EOC Action Plan.

#### **Documentation Unit – Administrative Specialist II**

The Documentation Unit (DocU) reports to the PSC. The DocU maintains an accurate and complete record of significant disaster events and supports the EOC organization by setting up and maintaining files, journals, and special reports. The DocU collects and organizes written Action Plans, forms, logs, journals, and reports at the completion of the operational period. The DocU activates and operates at the EOC, which assigns appropriate internal and external message routing. The DocU provides documentation and copying services to EOC staff. The DocU compiles, copies, and distributes the EOC Action Plans and AARs.



### **Advanced Planning Unit - TBD**

The Advanced Planning Unit (APU) reports to the PSC. The APU supports planning beyond the next operational period by anticipating developing requirements and creating long-term strategies for complex, multi-operational period incidents. The APU begins recovery planning while response operations are ongoing.

### **Demobilization Unit - TBD**

The Demobilization Unit (DemU) develops a Demobilization Plan for the EOC based on a review of all pertinent planning documents and status reports. The Demobilization Plan will detail specific responsibilities, release priorities, and procedures. The DemU will meet with the General Staff to determine any needs for assistance in demobilization planning. If necessary, the DemU will advise the PSC on needing a formal, written Demobilization Plan.

#### **4.2.4.5 LOGISTICS SECTION**

The Logistics Section is responsible for all service support requirements to facilitate effective and efficient EOC and incident management, including ordering resources from off-incident locations. The Logistics Section provides facilities, security, transportation, supplies, equipment maintenance, fuel, food services, communications and information technology support, and emergency responder medical services.

#### **Logistics Section Coordinator – Facility Coordinator**

The Logistics Section Coordinator (LSC) reports to the EOC Director. The LSC supervises the Logistics Section and works closely with the OSC to determine resource requirements and acts to meet them. The LSC supervises technical communications and supports the development of the Emergency Communications Plan. The LSC is responsible for resource tracking and demobilization.

#### **Communications Branch – IS Analyst**

The Communications Unit (CommU) reports to the LSC. The CommU is responsible for effective communications planning along with acquiring, setting up, maintaining, and accounting for internal and external communications equipment. The CommU prepares the Emergency Communications Plan and establishes a call center when needed.

#### **Information Systems Unit – IS Analyst**

The ISU reports to the CommU Director. The Information Systems Unit (ISU) is responsible for developing plans for the effective use of incident communications equipment and facilities, installing and testing communications equipment, distribution of communications equipment to incident personnel, and the maintenance and repair of communications equipment. This unit oversees the City of Loma Linda's Emergency Communications Services (ECS) group. ECS provides radio communication where other forms of communication are unavailable. This Unit is also responsible for the City's Information Technology systems.

#### **GIS Unit – GIS Specialist**

The GIS Unit reports to the CommU Director. The GIS Unit provides geospatial information services for all incident response and recovery aspects. This includes data collection, visualization, analysis, and report



compilation (maps, statistics, graphs). The GIS Unit could (if available) maintain and disseminate real-time situational awareness on a standard common operating platform for DOC and EOC staff. The GIS Unit supports the EOC by analyzing incoming data and information and answering the “what-if” questions.

The GIS Unit ensures that the current situation and all significant events are mapped. The GIS Unit incorporates all relevant data to produce map products and statistical data for reports and/or analyses. The GIS Unit determines the availability of needed GIS support products. The GIS Unit collects, displays, analyzes, and disseminates spatial information and prepares GIS summary reports which are forwarded to the Documentation Unit. In coordination with the Operations Section-Law Enforcement Branch, the GIS Unit estimates the number of people requiring transportation out of the risk areas. The GIS Unit coordinates with the Logistics Section-Transportation Unit on transportation methods and the status of evacuation routes and conducts similar decision support analyses like damage assessments. The GIS Unit provides location-based regional situational awareness information such as ShakeMaps, weather, plume, Integrated Chemical, Biological, Radiological, Nuclear, and Explosive (ICBRNE) readings, fire perimeter, national alerts/warnings, and response equipment tracking.

#### **Transportation Unit – Sheriff Department**

The Transportation Unit (TU) reports to the LSC. The TU coordinates all ground transportation during an incident. In conjunction with providing transportation, the TU is also responsible for maintaining and supplying vehicles, keeping usage records, and developing incident traffic plans. Establish relationships with other local transportation agencies for potential mutual aid services.

#### **Personnel Unit – Executive Aide**

The Personnel Unit (PU) reports to the LSC. The PU provides staffing resources requested in support of the EOC and Field Operations. The PU receives and processes all incoming requests for personnel and volunteer support and assists with identifying, recruiting, and registering volunteers while supporting the City Clerk in affirming volunteers as Disaster Service Workers. The PU administers all personnel matters relating to hiring/releasing non-permanent personnel supporting incident response and recovery efforts. The PU manages travel requests and coordinates travel arrangements for personnel supporting operations either in the field or EOC.

#### **Supply/Procurement Unit – Administrative Specialist III**

The Supply/Procurement Unit (SPU) reports to the LSC. The SPU is responsible for resource management. The SPU identifies sources and orders incident expendable materials and equipment. The SPU prepares and signs equipment rental agreements in conjunction with the Finance Section and maintains resource requests and assignments records. The SPU manages mutual aid processes, identifies and provides support for staging areas, and maintains records of work location activities and resources used.

#### **Facilities Unit – Facilities Coordinator**

The Facilities Unit (FAU) provides and maintains adequate essential facilities for incident response, including securing access to the staging areas and other field support needs. The FAU provides staff, furniture, support supplies, and materials as necessary to configure the facilities adequately to accomplish



the mission. The FAU ensures that acquired property, including buildings and other facilities, is returned to its original state when no longer needed.

#### **Resource Tracking Unit – Administrative Specialist I**

The Resource Tracking Unit (RTU) reports to the LSC and maintains a constant awareness of the location and readiness for resources ordered, deployed, or demobilized in support of incident operations. The RTU oversees the development and maintenance of resource tracking boards in the Logistics Section and coordinates with the other units in the Logistics Section to capture and centralize resource tracking information.

#### **4.2.4.6 FINANCE SECTION**

The Finance Section is established when incident management activities require EOC support for specific financial and administrative services. Functions that fall within the scope of the Finance Section are recording personnel time, maintaining vendor contracts, compensation, and claims, and conducting overall cost analysis for the incident. Records maintained by the Finance Section are vital to process incident cost recovery action through the State and FEMA.

#### **Finance Section Coordinator – Finance Director**

The Finance Section Coordinator (FSC) reports to the EOC Director. The FSC is responsible for developing a comprehensive understanding of the incident/situation from a financial perspective. The FSC establishes and maintains overall finance requirements (e.g., source of funds, different agency spending authorities, documentation requirements, etc.). The FSC identifies specific finance requirements of each operational period and implements them per City fiscal policy.

#### **Time Keeping Unit – Senior Accountant**

The Time Keeping Unit (TKU) reports to the FSC. The TKU ensures that daily personnel time recording documents, including overtime hours, are prepared and maintained. The TKU establishes equipment time recording activity at appropriate locations.

#### **Cost Accounting Unit – Supervising Accounting Technician**

The Cost Accounting Unit (CAU) reports to the FSC. The CAU collects cost information, performs cost-effectiveness analysis, and provides cost estimates and savings recommendations.

#### **Compensation/Claims Unit – HR Analyst**

The Compensation/Claims Unit (CCU) reports to the FSC. The CCU works closely with the Risk Manager to oversee the investigation of injuries and property/equipment claims arising from the incident. The CCU assists with completing all forms required by the Workers' Compensation program and maintains a chronological log and file of injuries, illnesses, and property damage associated with the incident, including the results of investigations.

The CCU prepares appropriate forms for all verifiable injury claims and forwards them to Workers' Compensation within the required time frame consistent with the jurisdiction's policies and procedures. The CCU will coordinate with the Safety Officer to identify potential hazards and mitigate their effects to reduce potential future claims.



### **Purchasing Unit – Accounting Technician II**

The Purchasing/Unit (PU) coordinates vendor contracts not previously addressed by existing approved vendor lists. The PU coordinates with the Logistics Section-Supply/Procurement Unit on all matters involving the need to exceed established purchase order limits. The PU establishes and maintains a purchasing system and reviews all emergency purchasing procedures. The PU prepares and signs contracts as needed, ensuring concurrence from the Finance Section Coordinator. The PU ensures that all contracts identify the scope of work and specific site locations. The PU negotiates vendor rental rates or purchase prices not already established with vendors and finalizes all agreements and contracts as required.

### **Recovery Unit – Record Keeping**

The Recovery Unit (RU) determines the impacts of the emergency requiring recovery planning and initiates recovery-planning meetings with appropriate individuals and agencies. The RU develops the initial recovery plan and strategy for the City and monitors the current situation reports to include recent updates that assist with determining the overall impacts of the emergency. The RU coordinates with the Planning/Intelligence Section to determine the incident's major and mid- to long-term social, economic, environmental, and political impacts. The RU coordinates with the Health & Welfare Branch to determine appropriate shelter sites. The RU coordinates with the Finance Section Coordinator to ensure FEMA, CalOES, and other public reimbursement source documents and applications are consistent with the recovery strategy and ensures that specific project timelines are developed to meet the goals and objectives of the recovery plan.

#### **4.2.5 EOC SAFETY AND SECURITY**

The EOC Coordinator ensures all necessary security and access controls and safety measures are provided at the EOC and other alternate facilities. If EOC activation is due to an earthquake, the EOC Coordinator will ensure that all building safety inspection and reentry procedures have been followed before using the facility. The City Building Inspectors will arrange for EOC inspection and damage assessment on a priority basis.

The EOC Coordinator will ensure that the evacuation plan for the EOC facility is posted and briefed in the event an evacuation is necessary.

### **4.3 EMERGENCY COMMUNICATIONS**

EOC staff typically communicate with external organizations using the telephone and the internet. Emergency communications systems available to EOC staff include:

- Satellite phones
- 800 MHz Radios
- Satellite Internet
- GETS



#### 4.4 INFORMATION MANAGEMENT

Incident situation status, operational objective, resource tracking, and other information will be shared within the EOC by using televisions and various charts in the EOC. Large-scale, pre-printed ICS forms are ideal for this purpose. Additionally, the EOC Director will assign the Planning Section to continually update an Incident Briefing (ICS 201) to provide routine briefings to EOC staff for collective situational awareness. The ICS 201 should be shared with Field Incident Command Posts and the Operational Area. The ICS 201 will contain, at a minimum:

- Operational period duration
- Operational objectives and their status
- Current location and status of resources
- Requests for resources from other agencies
- Key leadership status information
- Relevant maps
- Essential information to support the public

The Situation Analysis Unit must ensure that all displays are frequently and accurately updated to ensure information conflicts do not arise.

#### 4.5 INFORMATION COLLECTION, ANALYSIS, AND DISSEMINATION

The Emergency Operations Center (EOC) is responsible for gathering timely, accurate, accessible, and consistent intelligence during an Emergency. Situation reports should create a common operating picture and be used to adjust the operational goals, priorities, and strategies. The EOC will use the Information Collection Plan in **Appendix B** to develop and maintain situational awareness and track situation status to manage information effectively. The Situation Status Report will provide City staff and other EOCs with current information regarding the operability of City, Fire, and Law Enforcement facilities and ongoing response and recovery operations.

##### **Situational Awareness**

Situational awareness refers to identifying, processing, and comprehending the critical elements of information about what is happening as a result of an incident or concerning a specifically assigned mission. More simply, situational awareness means knowing what is going on around you. Situational awareness is critical for effective decision-making in field operations and the EOC and for ensuring the safety of responders and the public.

During an emergency, the EOC Director will convene briefings regularly. At that time, the EOC staff will attend and provide verbal and/or written summaries of existing problems, actions taken, priorities, timetables, and potential for new issues for incorporation into the Action Plan. The situational awareness approach will consolidate situation reports, obtain supplemental information, and prepare maps and status boards.



## Incident Briefing Report

An Incident Briefing Report, ICS Form 201, is essential to providing a picture of the developing emergency and response efforts. The reports are to be completed by the first person setting up the EOC for the initial operational period and updated by the Planning Section for continuing shifts.

Internal incident updates should be made frequently as information is collected and the extent and potential duration of the incident becomes clear. An initial report to City leadership and staff should be made within the first thirty (30) minutes following an emergency. Reporting should continue as long as the EOC is activated or as circumstances warrant. Within four (4) to eight (8) hours, a confirmation and update of the initial Incident Briefing should be made, including a preliminary damage assessment and the City's response operations status.

## Flow of Information

To ensure effective intelligence flow and accurate public information, emergency response agencies at all levels must establish communications systems and protocols to organize, integrate and coordinate intelligence among the affected agencies. The flow of **situation reports** among the levels of government should occur as follows:

- **Field:** Field situation reports should be disseminated to local EOC.
- **Local EOC:** Local EOC will summarize reports received from the field, DOCs, and other reporting disciplines and send them to the OA EOC.
- **OA EOC:** The OA EOC will summarize reports received from responsible local EOCs, county field units, county DOCs, and other reporting disciplines and forward them to the CalEMA Regional Emergency Operations Center (REOC).
- **REOC:** The REOC will summarize situation reports received from the OA EOC, state field units, state DOCs, and other reporting disciplines and forward them to the State Operations Center (SOC).
- **SOC:** The SOC will summarize situation reports received from the REOC, state DOCs, state agencies, and other reporting disciplines and distribute them to state officials and others on the distribution list.
- **Joint Field Office (JFO):** When the state-federal JFO is activated, the REOC and SOC situation reports will be assimilated into the JFO situation report. The REOC organization may be collocated with the federal organization at the JFO.

## 4.6 PUBLIC INFORMATION

The public's response to any emergency is based on an understanding of the nature of the emergency, the potential hazards, the likely response of emergency services, and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Before any emergency, public awareness is crucial to successful public information efforts during and after the emergency. The pre-disaster awareness programs must be equally important to all other emergency



preparations and receive adequate planning. These programs must be coordinated among local, state, and federal officials to ensure their contribution to emergency preparedness and response operations.

#### 4.6.1 PUBLIC INFORMATION OFFICER

The Public Information Officer (PIO) may need to send messages to large numbers of city residents and visitors during an emergency. Depending on the circumstances and the desired effect, the PIO can do this through several communication channels. All depend on a certain level of working infrastructure (power, phones, internet), which means their usefulness may be limited in a major disaster. The city's press conference location will be determined during the initial setup of the EOC.

One of the challenges of having multiple channels for addressing the public is keeping messaging consistent among them. The EOC PIO must continually ensure that the information available on all the public communication avenues (media releases, website, social media, interviews, etc.) is consistent and mutually supporting.

When the EOC is activated, all social media messaging must go through the EOC Director for approval.

#### 4.6.2 CITY WEBSITE

The City website ([www.lomalinda-ca.gov](http://www.lomalinda-ca.gov)) is the City's official contact space on the internet and is controlled by the City Manager's Office. Only trained City employees may alter the website with a limited number of personnel granted access as a "super user," – thus granting them the ability to change all website pages. The City PIO will also have a current list of users.

The City Manager's Office maintains the list of people trained to use the content management system that controls the website's content; the PIO should ensure that at least one of those people is available during all EOC operating hours.

#### **Guidelines for website postings:**

- The City website will be the most comprehensive record of information released to the public regarding the emergency. It should be updated every time new information is released through any channel.
- A website visitor must be able to easily determine what information is current and what has been superseded. This may require using sub-pages for old messages and date/time updates posted in the news headlines.
- Use pictures, maps, and infographics whenever appropriate.
- Take advantage of established Web concepts (such as FAQs) to deliver public information quickly and understandably.
- Link to information published by other agencies or groups rather than duplicating that information on the City website.



- Consider individuals with access and functional needs when creating website postings by making emergency messaging available in languages prevalent in the area in multiple formats. Also include audio messages, if feasible.

#### 4.6.3 SOCIAL MEDIA

The City maintains the following social media presence. The City's PIO will activate emergency information throughout the following media:

- Facebook: N/A
- Instagram: N/A
- Twitter: N/A

The Fire or Police Departments' social media sites may be more effective for some incidents. They are:

- Facebook page <https://www.facebook.com/Lomalindafire>
- Twitter <https://twitter.com/LomalindaFire>
- Instagram <https://www.instagram.com/lomalindafd/>
- Loma Linda Fire App: Apple and Google App Stores

The City's PIO controls the City's online communications while under the EOC Director's supervision and approval (as needed). During an emergency, all online communications channels will be used in concert under the direction of the EOC PIO. As with any other public information releases, the PIO will coordinate posts to any of these accounts through the EOC Director before release.

Other City social media pages (as listed below) will be encouraged to follow updates on the City's Facebook, Twitter, and Instagram accounts and share those postings as they become available. The City's PIO must review and approve any messages sent that are different messages from those maintained on the City's website, Facebook, and Instagram accounts.

The PIO will evaluate the usefulness of sharing emergency-related posts from other official social media feeds (such as those controlled by the county, neighboring cities, the American Red Cross, and so on) as the emergency develops. Such cross-posting exposes official information to more eyes and provides fresh content in between City messages.

#### 4.6.4 COMMUNITY OUTREACH

Throughout the year, the departments with emergency responsibilities are involved in a wide range of community outreach activities, including presentations, neighborhood meetings, community events, and fairs.

Effective community outreach creates opportunities to inform residents and business owners of the City's emergency procedures and to provide personal preparedness information, plans, and techniques. The City of Loma Linda prioritizes public disaster education by providing citizens emergency training such as Federal Emergency Management Agency (FEMA) Community Emergency Response Team (CERT) training, disaster preparedness presentations, and First Aid/CPR classes.



#### 4.7 ADMINISTRATION, FINANCE, AND RESOURCE MANAGEMENT

When activated, the City EOC establishes priorities for resource allocation during an emergency. All City resources are considered part of a pool, which the EOC may allocate to fulfill priority missions. Each department retains control of its non-assigned resources until released for an emergency assignment by the EOC. Resource Requests will be made through one of the following processes:

- Discipline-specific (usually Fire and Law) mutual aid systems: Requests for resources that are normally within the inventories of the mutual aid system will go from the local coordinator to the Operational Area Mutual Aid Coordinator to the Regional Mutual Aid Coordinator.
- All other resource requests will be made through the Logistics Section to determine if the resource is available internally or other more appropriate sources within the OA.

Resource requests for equipment, personnel, or technical assistance not available to the City should be requested from SBCOA EOC. Once the request is coordinated, approved, and resources are deployed, the Resource Tracking Unit, in coordination with various Operations Branches, is responsible for tracking the resources. Resource requests from the EOC to the OA may be verbally requested and then documented. Once received, available resources will be allocated to the requesting entity. If requests for a specific resource exceed the supply, the available resources will be allocated consistent with the priorities established through the action planning process. The Section Coordinators in the EOC are responsible for ensuring that priorities are followed.

#### 4.8 SUPPORT TO POPULATIONS WITH DISABILITIES AND OTHER ACCESS AND FUNCTIONAL NEEDS

The City Manager's Office, in conjunction with the City's Community Development and the City Clerk's Office, will ensure the coordination of the services for people with disabilities and others with access and functional needs. This will ensure the City complies with the ADA Amendments Act. The City will also coordinate with the San Bernardino County Department of Health and Human Services to identify people with disabilities and others with access and functional needs that may need assistance in the event of a disaster.

The City strives to ensure that every facility, activity, benefit, program, and service operated or funded by the City is fully accessible to and useable by people with disabilities and access and functional needs per the ADA, as well as other federal, state, and local codes, and disability rights laws. The following are types of facilities that house, support, or provide services to populations with disabilities and other access and functional needs.

- Dialysis centers
- Assisted living and skilled nursing facilities
- Schools
- Community Centers
- Residential care facilities



- SCE critical care customers

#### 4.9 RECOVERY OPERATIONS FRAMEWORK

Recovery includes restoring and strengthening key systems and resource assets critical to the community's economic stability, vitality, and long-term sustainability. This includes health (including behavioral health) and human services capabilities and networks, public and private disability support and service systems, educational systems, community social networks, natural and cultural resources, affordable and accessible housing, infrastructure systems, and local economic drivers. **Appendix H** provides information on the City's recovery framework.

#### 4.10 AFTER-ACTION REPORTS

SEMS regulations under Title IX, Division 2, Chapter 1, Section 2450(a) require any federal, state, or local jurisdiction proclaiming or responding to a Local Emergency for which the governor has declared a *State of Emergency* or *State of War Emergency* shall complete and transmit an After-Action Report (AAR) to Cal OES within 90 days of the close of the emergency period. Upon completing the AAR, recommendations are made for correcting problems noted in the response/recovery effort or during exercises and training. Depending on the level of the AAR, corrective action may encompass anything from detailed recommendations for improving individual agency plans and procedures to broader system-wide improvements. Priority disciplinary actions are assigned to relevant stakeholders and tracked to ensure the identified problem has been addressed. **Appendix G** contains the CalOES AAR template.



## 5. PLAN DEVELOPMENT, DISTRIBUTION, AND MAINTENANCE

The following section provides direction for maintaining, updating, and distributing the EOP. It includes recommendations for testing, training, and exercises to keep the EOP current and train City staff on using the Plan.

### 5.1 PLAN UPDATES

Individual departments are responsible for regularly updating and revising their departmental procedures and submitting those updates to the Emergency Services Coordinator, who will incorporate them into the EOP. These updates should include new information (e.g., an update of phone numbers and revisions of relevant standard operating procedures or positions). All changes to the EOP will be documented in the record of revisions table. Changes to the EOP will be distributed to the City departments shown on the Plan Distribution list. Major EOP revisions will be submitted to the City Manager for approval or recommendation for review by the City Council.

Evaluating the effectiveness of the EOP involves capturing information from training events, exercises, and real-world incidents to determine whether the goals, incident objectives, decisions, and timing outlined led to a successful response. This process may indicate that deficiencies exist. The City staff should discuss the deficiencies and consider assigning responsibility for generating remedies. Remedial actions may involve revising planning assumptions and operational concepts, changing organizational tasks, or modifying organizational implementing instructions such as checklists or templates. Remedial actions may also involve providing refresher training for EOC personnel.

The EOP should be reviewed and updated annually internally by the City staff and whenever the following occurs:

- A major incident
- A change in operational capabilities or resources (e.g., policy, personnel, organizational structures, management processes, facilities, equipment)
- A formal update of planning guidance or standards
- A change in the acceptability of various risks

### 5.2 PLAN TESTING, TRAINING, AND EXERCISES

#### 5.2.1 TRAINING

Training and testing are essential to ensure emergency response personnel of all levels of government and the public are operationally ready. As part of the emergency management training curriculum, it is recommended that personnel with emergency responsibilities complete emergency management courses as described in the SEMS Approved Course of Instruction (ACI) and the NIMS integration criteria. In addition to SEMS and NIMS courses, City of Loma Linda employees are provided EOP orientation, EOC Section Specific training, and other specialized training as available. The City's Emergency Services



Coordinator is responsible for providing and maintaining the training and testing records to demonstrate compliance with SEMS and NIMS requirements.

### 5.2.2 EXERCISES

An exercise simulates a series of emergencies for identified hazards affecting the city. During these exercises, emergency response organizations are required to respond as though a real emergency had occurred. The public will be made aware of these exercises through normal media communications.

The objective is to train and inform local government officials, emergency response personnel, and the public. The best method for training staff to manage emergency operations is through exercises. The City is dedicated to adhering to the U.S. Department of Homeland Security's Homeland Security Exercise and Evaluation Program (HSEEP), which is a capabilities and performance-based exercise program that provides a standardized methodology and terminology for exercise design, development, conduct, evaluation, and improvement planning. HSEEP constitutes a national standard for all exercises. Through exercises, the National Exercise Program supports organizations in achieving objective assessments of their capabilities so that strengths and areas for improvement are identified, corrected, and shared as appropriate prior to a real incident.

Exercises are conducted regularly to maintain the readiness of operational procedures. Exercises allow personnel to become thoroughly familiar with the procedures, facilities, and systems that will be used in emergencies. There are several forms of exercises:

- Tabletop exercises provide a convenient and low-cost method to evaluate policy, plans, and procedures; establish and reinforce coordination between departments and personnel; and establish responsibilities. Such exercises are an excellent way to see if policies and procedures exist to handle specific issues.
- Functional exercises are designed to test and evaluate the capability of an individual aspect of the plan, such as evacuation, emergency medical services, communications systems and equipment, or dissemination of public information.
- Full-scale exercises simulate an actual emergency. They typically involve complete emergency management staff and are designed to evaluate the operational capability of the emergency management system.

Maintenance of the EOP and evaluating its effectiveness involves using training and exercises along with evaluating actual incidents to determine whether goals, decisions, and timing outlined in the plan led to a successful response.

Short of real-world operations, exercises are the best method of evaluating the effectiveness of a plan. They also provide a valuable tool in training emergency responders and other City staff to become familiar with the procedures, equipment, and systems they use or manage in emergencies. Exercises must be conducted regularly to maintain readiness. **Table 5.1** provides a recommended schedule of exercise for City staff.



**TABLE 5.1: RECOMMENDED CITY-WIDE EXERCISE SCHEDULE**

FREQUENCY	TYPE	PARTICIPANTS
Annually	Evacuation Drills of All City-Owned Facility	All employees
Annually	Tabletop or Functional Exercise	Emergency operations staff
Every 3 years or as available	Full-Scale Exercise	Emergency operations staff

### 5.2.3 TRAINING MATRIX

The City has developed a matrix of training for personnel who may be required to respond to an emergency incident in the city. Individual departments are responsible for coordinating and executing training or sending employees to attend appropriate training programs. **Table 5.2** contains recommended staff training by assignment.

When a new City employee is hired, Human Resources will notify the employee of any required training and the need to contact Emergency Management to coordinate. Pursuant to the California Emergency Services Act, any person employed by a county, city, state agency, or public district in California is a public employee and considered a Disaster Service Worker. Many City employees are already identified and trained for emergency response in Department Operations Centers (DOCs) or the City of Loma Linda Emergency Operations Center (EOC). Some departments have specific disaster response duties that employees are trained to fulfill. Employees who do not have a specific disaster assignment, and have not received specific training, may be asked to perform general duties as assigned under the Disaster Service Worker Program.

Although some of the ICS training courses below are available online through FEMA's Emergency Management Institute Independent Study Program, others require attendance in a classroom setting. Loma Linda participates in Cal OES CSTI courses and offers most of the in-person courses annually. The following table delineates the City's training standards for those with designated emergency roles:



**TABLE 5.2: RECOMMENDED EMERGENCY MANAGEMENT TRAINING**

NIMS/SEMS/ICS Training	ICS 100: Introduction	ICS 200: Basic	ICS 300: Intermediate	ICS 400: Advanced	ICS 402: Overview for Executives & Senior Officials	IS 700: National Incident Management System - Awareness	IS 701.A: NIMS Multiagency Coordination Systems	IS 702.A: NIMS Public Information Systems	IS 706: NIMS Intrastate Mutual Aid	IS 800: National Response Plan	SEMS G606: Orientation	SEMS G775: Emergency Operations Center	SEMS G191: ICS/EOC Interface Workshop	SEMS: EOC Section-Specific Training
City Council					X	X								
All City Staff	X	X				X								
Disaster Service Worker Volunteers	X					X				X				
First Responders	X	X	X	X		X				X				
EOC Staff	X	X				X	X		X	X	X	X	X	X
EOC Command and General Staff	X	X	X	X		X	X		X	X	X	X	X	X

According to the U.S. Department of Homeland Security *NIMS Training Program*, emergency management and response personnel should refresh their mandated NIMS training every three (3) years in conjunction with participating in exercises and real events.

### 5.3 AFTER ACTION REVIEW

After every exercise or incident, an after-action review (AAR) should be conducted, and an After-Action Report/Improvement Plan (AAR/IP) should be completed. The AAR/IP has two (2) components: 1) an AAR, which captures observations and recommendations based on incident objectives as associated with the capabilities and tasks, and 2) an IP, which identifies specific corrective actions, assigns them to responsible parties and establishes targets for their completion. The division responsible for creating and facilitating the exercise is responsible for developing the AAR/IP and convenes participants to discuss action items and solicit recommendations for improvements. **Appendix G** contains a template for an AAR.

# **CITY COUNCIL AGENDA PACKET**

## **AGENDA ITEM NO 16**



# City of Loma Linda Official Report

Phill Dupper, Mayor  
Ron Dailey, Mayor pro tempore  
Rhodes Rigsby, Councilman  
John Lenart, Councilman  
Bhavin Jindal, Councilman

COUNCIL AGENDA: July 11, 2023

TO: City Council

VIA: Jarb Thaipejr, City Manager

FROM: Dan Harker, Fire Chief *DH*

SUBJECT: Re-appropriate \$355,600 from unspent encumbered funds from Fiscal Year 2022-23 into FY 2023-24 for items/services not received in fiscal year 2022-23

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

## **RECOMMENDATION**

It is recommended that the City Council re-appropriate \$355,600 from unspent encumbered funds from Fiscal Year 2022-23 into FY 2023-24, Fire & Rescue Services General Fund expenditure accounts, for items/services not received by fiscal year 2022-23. The purchases/services are as follows:

1. Refurbish 2006 Smeal Fire Engine ME252 - \$135,500
2. Station 251 bay door replacement - \$148,000
3. Modify Shower at Fire Station No. 1 - \$17,900
4. All-Terrain vehicle & Code 3 accessories - \$54,200

## **BACKGROUND**

The funds for these items and service were included in the Fiscal Year 2022-23 Budget. The orders were placed before the City's purchase cut-off deadline to ensure timely delivery. Due to delays in getting necessary parts and vendors dealing with staffing issues, productivity was slowed. Therefore, the items were not received before the end of the fiscal year and need to be re-appropriated into the current budget year.

## **FINANCIAL IMPACT**

Re-appropriate \$189,700 into 012110-58210, \$148,000 into 0012110-58220, and \$17,900 into 0012110-51300 for FY 2023-24.

# **CITY COUNCIL AGENDA PACKET**

## **AGENDA ITEM NO 17**



# City of Loma Linda Official Report

Phill Dupper, Mayor  
Ron Dailey, Mayor pro tempore  
Rhodes Rigsby, Councilman  
John Lenart, Councilman  
Bhavin Jindal, Councilman

COUNCIL AGENDA: July 11, 2023

TO: City Council

FROM: T. Jarb Thaipejr, City Manager/Public Works Director

SUBJECT: Re-appropriate \$336,500 out of General and \$121,200 out of Water Enterprise Fund Balances into FY 2023-24 for items/services not received by fiscal 2022-23 year end.

Approved/Continued/Denied  
By City Council  
Date \_\_\_\_\_

## **RECOMMENDATION**

It is recommended that the City Council re-appropriate \$336,500 out of General and \$121,200 out of Water Enterprise Fund Balances into FY 2023-24 for items/services not received by fiscal 2022-23 year end. The purchases/services are as follows:

1. F-150 truck and light bar ordered for the Parks Department - \$41,500
2. Altec Highlift vehicle for the Streets Department - \$226,600
3. BBS Battery Replacements for several traffic signals – \$40,000
4. Light bar for new Water Department vehicle - \$2,300
5. SB 1383 Education/Outreach Grant \$28,400
6. Mt. View Well No. 5 rehabilitation - \$94,700
7. Richardson Well No. 3 motor repair - \$24,200

## **BACKGROUND**

The funds for these items and service were included in the Fiscal Year 2022-23 Budget. The orders were placed before the City's purchase cut-off deadline to ensure timely delivery. Unfortunately, the items were not received before the end of the fiscal year and need to be re-appropriated into the current budget year.

## **FINANCIAL IMPACT**

Re-appropriate \$40,000 into 0013030-58220, \$226,600 into 0013200-58210, \$28,400 into 0013610-51870, \$41,500 into 0014200-58210 and \$118,900 into 4657010-51300 and 4657030-58210 \$2,300 for FY 2024.

# **CITY COUNCIL AGENDA PACKET**

## **AGENDA ITEM NO 18**



# City of Loma Linda Official Report

Phill Dupper, Mayor  
Ronald Dailey, Mayor pro tempore  
Rhodes Rigsby, Councilman  
John Lenart, Councilman  
Bhavin Jindal, Councilman

CITY COUNCIL AGENDA: July 11, 2023

TO: City Council

FROM: Lynette Arreola, City Clerk

VIA: T. Jarb Thaipejr, City Manager

SUBJECT: Historic Commission Appointment

Approved/Continued/Denied

By City Council

Date \_\_\_\_\_

## RECOMMENDATION

It is recommended that the City Council appoint Sally F. Leialoha to the Historic Commission to fill the vacant seat

## BACKGROUND

On January 10, 2023, City Council accepted the resignation from Wesley James member of the Historic Commission, declared the vacancy and directed staff to post the Notice of Vacancy. A vacancy notice was advertised, posted on the website, and notices were posted at the City's three posting places.

The application by Ms. Leialoha was received on June 26, 2023, and reviewed by the Community Development Director and City Manager.

The Historic Commission is comprised of eight (8) members with staggered four-year terms. Ms. Leialoha is filling the vacancy seat from Mr. James and will complete his term through July 1, 2025.

## ENVIRONMENTAL

Not applicable

## FINANCIAL IMPACT

None.