LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

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AGENDA – Regular Meeting
Date: August 19, 2020
Time: 7:00 p.m.

SPECIAL NOTICE

Effective immediately and while social distancing measures are imposed, Council chambers will be closed to the public during meetings of the Lodi City Council.

The following alternatives are available to members of the public to watch Council meetings and provide comments on agenda and non-agenda items before and during the meetings.

Viewing:

Members of the public may view and listen to the open session of the meeting at https://www.facebook.com/CityofLodi/ or

Please click the link below to join the meeting:
https://zoom.us/j/99981853803?pwd=OUlDRHBnQVFrOU0ySlJ5RzNJOEs2QT09
Password: 787352

Or iPhone one-tap: US: +16699009128,,99981853803#

Or Telephone: Dial: US: +1 669 900 9128
Webinar ID: 999 8185 3803

Public Comment:

Members of the public can send written comments to the City Council prior to the meeting by emailing councilcomments@lodi.gov. These emails will be provided to the members of the City Council and will become part of the official record of the meeting.

Members of the public who wish to verbally address the City Council during the meeting should email those comments to councilcomments@lodi.gov. Comments must be received before the Mayor or Chair announces that the time for public comment is closed. The Assistant City Clerk will read five minutes of each email into the public record. IMPORTANT: Identify the Agenda Item Number or Oral Communications in the subject line of your email. Example: Public Comment for Agenda Item Number C-17. Members of the public may also participate via Zoom at the following link: https://zoom.us/j/99981853803?pwd=OUlDRHBnQVFrOU0ySlJ5RzNJOEs2QT09

Pursuant to the Americans with Disabilities Act (ADA) and Executive Order N-29-20, if you need special assistance to provide public comment in this meeting, please contact the Office of the City Clerk at (209) 333-6702 or cityclerk@lodi.gov at least 48 hours prior to the meeting in order for the City to make reasonable alternative arrangements for you to communicate your comments. If you need special assistance in this meeting for purposes other than providing public comment, please contact the Office of the City Clerk at (209) 333-6702 or cityclerk@lodi.gov at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.160 (b) (1)).

SPECIAL TELECONFERENCE NOTICE

Pursuant to Executive Order N-29-20:

The Brown Act, Government Code Section 54953, contains special requirements that apply when members of a legislative body participate in a public meeting by telephone. Certain of these requirements have been suspended by Paragraph 3 of Executive Order N-29-20, executed by the Governor of California on March 17, 2020, to mitigate the spread of Coronavirus (COVID-19). In particular, the Executive Order suspends that provision of the Brown Act that requires noticing, posting of agendas, and public access to each location where a member will be participating telephonically, as well as provisions that require physical presence of members of the legislative body or the public for purposes of a quorum or to hold a meeting. Executive Order N-29-20 allows an agency to conduct a teleconference meeting that provides members of the public telephonic or other electronic participation in place of making a physical location for the public to observe the meeting and provide public comment, consistent with other provisions of the Brown Act.

For information regarding this Agenda please contact:
Jennifer Cusmir
City Clerk
Telephone: (209) 333-6702

6:55 p.m. Invocation/Call to Civic Responsibility. Invocations/Calls may be offered by any of the various religious and non-religious organizations within and around the City of Lodi. These are voluntary offerings of private citizens, to and for the benefit of the Council. The views or beliefs expressed by the Speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the beliefs or views of any speaker.

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session - None

C-3 Adjourn to Closed Session – N/A

NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.

C-4 Return to Open Session / Disclosure of Action – N/A

A. Call to Order / Roll Call

B. Presentations (None)

C. Consent Calendar (Reading; Comments by the Public; Council Action)

All matters listed on the consent calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items. If a member of the public would like a consent calendar item pulled and discussed separately, refer to the Special Teleconference Notice at the beginning of this agenda.

C-1 Receive Register of Claims for July 17, 2020 through July 3, 2020 in the Total Amount of $6,004,374.01 (FIN)

C-2 Approve Minutes (CLK)

a) July 15, 2020 (Regular Meeting)
b) July 21, 2020 (Shirtsleeve Session)
c) July 21, 2020 (Special Meeting)

C-3 Approve Specificatons and Authorize Advertisement for Bids for 2020 GrapeLine Bus Stop Accessibility and Shelter Improvements (PW)

C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Central Plume PCE/TCE Groundwater and Soil Vapor Extraction System Decommissioning and Removal (PW)

Res. C-5 Adopt Resolution Authorizing City Manager to Waive Bid Process and Approve Purchase of Radios ($25,348) (PD)

Res. C-6 Adopt Resolution Authorizing City Manager to Execute Amendment No. 2 to Professional Services Agreement with Delta Wireless, Inc., of Stockton, through Motorola for the Purchase and Installation of Cable Bridge for Support and Protection of UHF Antennae Cables and Crane Services ($5,721) (IT)

Res. C-7 Adopt Resolution Rescinding Resolution No. 2019-233 and Authorizing City Manager to Execute Professional Services Agreement with Securitas Electronic Security, Inc., of Uniontown, Ohio, for Installation, Repair, and Maintenance of City Security Doors, Gates, and Access Controls ($90,000) (PW)

Res. C-8 Adopt Resolution Authorizing the City Manager to Execute Amendment No. 3 to Professional Services Agreement with Quest Media & Supplies, Inc., of Roseville, for Purchase and Installation of Server Storage and Video Surveillance Cameras at City Hall, Parks and Recreation Maintenance Facility, and Fire Station No. 1, Including System Support and Maintenance Plan ($89,875) (IT)

Res. C-9 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Power Centric Solutions, LLC, of Gallatin, Tennessee, for Lodi Electric Utility Engineering System Study Services ($49,600) (EU)

Res. C-10 Adopt Resolution Authorizing City Manager to Execute a Statement of Work Agreement with ITRON, Inc., of Liberty Lake, Washington, for On-Premise Implementation Services to Deploy ITRON Bridge Meters ($30,000); Authorizing Purchase of ITRON Bridge Meters from General Pacific, Inc., of Fairview, Oregon ($6,500); and Authorizing Appropriation of Funds (EU)

Res. C-11 Adopt Resolution Amending Traffic Resolution No. 97-148, by Approving Setting of 35 Miles-Per-Hour Speed Limit on Stockton Street, from Harney Lane to Lebaron Boulevard (PW)

Res. C-12 Adopt Resolution Approving Final Map and Authorizing City Manager to Execute Improvement Agreement for Gateway South Subdivision, Unit No. 1, Tract No. 3941 (PW)

Res. C-13 Adopt Resolution Approving Contract with Lodi Unified School District to Provide After School Support for the Bridge Program at Ten Locations during Fiscal Year 2020/2021 ($586,735.60) (PRCS)

Res. C-14 Adopt Resolution Authorizing City Manager to Execute Member Task Request Confirmation Number 0184 Pursuant to Shared Services Program Agreement between Northern California Power Agency and Southern California Public Power Authority to Administer the Keep Your Cool Commercial Refrigeration Program; Provide Support Services; and Install Energy Efficiency Measures to Commercial Refrigeration Customers of Lodi Electric Utility ($52,170) (EU)

Res. C-15 Adopt Resolution Authorizing City Manager to Extend Temporary Modified Customer Assistance & Relief Energy (CARE) Package Program Term to June 30, 2021 and to Execute Second Amendments to Term of the Professional Services Agreements with Efficiency Services Group, LLC, the Salvation Army, and Community Partnership of Families of San Joaquin (EU)

Res. C-16 Rescind Resolution No. 2005-261 Ratifying Purchasing Policies and Procedures, and Adopt New Resolution Ratifying Updated Purchasing Policies and Procedures (FIN)

Res. C-17 Adopt Resolution Authorizing City Manager to Transfer the Balance of the Parks, Recreation, and Cultural Services (PRCS) Donation Expendable Trust into the PRCS Capital Trust Balance ($139,138.23) (PRCS)

Res. C-18 Adopt Resolution Accepting Public Improvements for 1170 South Guild Avenue (Vaz Trucking) Project (PW)

Res. C-19 Adopt Resolution Accepting Public Improvements for Lodi Bowling Alley Project (PW)

Res. C-20 Adopt Resolution Reaffirming Ratification of City Manager's Proclamation Finding the Continued Existence of a Local Emergency and Rendering Certain Emergency Orders, Including an Increase Related to the Local Emergency in the City Manager's Contracting Authority for Services and Goods to a Maximum Amount of $250,000 for the Duration of the Local Emergency (CA)

C-21 Set Public Hearing for September 2, 2020 to Consider Adopting a Resolution Approving the Planning Commission's Recommendation to Authorize 39 Low-Density and 111 Medium-Density 2020 Residential Growth Management Allocations and Approve Planned Development Standards and Guidelines for the Reynolds Ranch Tentative Tract Map (Bennett) (CD)

D. Comments by the Public on Non-Agenda Items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

Public comment may only be made on matters within the Lodi City Council's jurisdiction (Government Code Section 54954.3, Lodi City Council Protocol Manual Section 6.3l). The Council cannot take action or deliberate on items that are not on this agenda unless there is an emergency and the need to take action on that emergency arose after this agenda was posted (Government Code Section 54954.2(b)(2)). All other items may only be referred for review to staff or placement on a future Council agenda.

If you wish to address the Council, please refer to the Special Teleconference Notice at the beginning of this agenda. Individuals are limited to one appearance during this section of the Agenda.

E. Comments by the City Council Members on Non-Agenda Items

F. Comments by the City Manager on Non-Agenda Items

G. Public Hearings – None

H. Regular Calendar – None

I. Ordinances – None

J. Adjournment

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

_____
Jennifer Cusmir
City Clerk

All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 72 hours prior to the meeting date. Language interpreter requests must be received at least 72 hours in advance of the meeting to help ensure availability. Contact Jennifer Cusmir at (209) 333-6702. Solicitudes de interpretación de idiomas deben ser recibidas por lo menos con 72 horas de anticipación a la reunión para ayudar a asegurar la disponibilidad. Llame a Jennifer Cusmir (209) 333-6702.

Meetings of the Lodi City Council are telecast on SJTV, Channel 26. The City of Lodi provides live and archived webcasts of regular City Council meetings. The webcasts can be found on the City's website at www.lodi.gov by clicking the meeting webcasts link.

Member of the public may view and listen to the open session of this teleconference meeting at https://www.facebook.com/CityofLodi/ or https://zoom.us/ j/99981853803?pwd=OUlDRHBnQVFrOU0ySlJ5RzNJOEs2QT09.

AGENDA ITEM C-01

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Receive Register of Claims for July 17, 2020 through July 30, 2020 in the Total Amount of $6,004,374.01

MEETING DATE: August 19, 2020

PREPARED BY: Internal Services Director

RECOMMENDED ACTION: Receive the attached Register of Claims for $6,004,374.01

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of $6,004,374.01 for July 17, 2020 through July 30, 2020. Also attached is Payroll in the amount of $1,533,880.89 through July 26, 2020.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Andrew Keys
Internal Services Director

APPROVED: _____
Stephen Schwabauer, City Manager

Council Report
City of Lodi - v11.3.20 Live
7/17/2020 through 7/30/2020

Fund	Fund Title	Amount
100	General Fund	$1,575,541.68
103	Measure L	$44,214.37
120	Library Fund	$6,803.06
140	Expendable Trust	$3,186.20
200	Parks Rec & Cultural Services	$28,059.55
212	Local Law Enforce Block Grant	$8,538.10
216	PD Misc Grants	$1,655.00
270	Comm Dev Special Rev Fund	$137,889.34
301	Gas Tax-2105 2106 2107	$10,389.81
303	Measure K Funds	$39,057.00
305	TDA - Streets	$1,725.60
331	LTF-Pedestrian/Bike	$2,472.50
350	H U D	$242,439.69
401	Equipment Replacement Fund	$20,572.02
402	Info Systems Replacement Fund	$39,445.00
404	Vehicle Replacement Fund - FD	$42.22
431	Capital Outlay/General Fund	$11,400.00
432	Parks & Rec Capital	$5,206.90
437	IMF Parks & Rec Facilities	$13,366.46
500	Electric Utility Fund	$418,045.44
501	Utility Outlay Reserve Fund	$48,502.71
504	Public Benefits Fund	$7,660.00
530	Waste Water Utility Fund	$92,789.20
531	Waste Wtr Util-Capital Outlay	$148,955.86
560	Water Utility Fund	$426,781.63
561	Water Utility-Capital Outlay	$1,311,972.35
590	Central Plume	$17,223.00
600	Dial-a-Ride/Transportation	$249,343.67
601	Transit Capital	$21,928.53
650	Internal Service/Equip Maint	$47,343.83
655	Employee Benefits	$34,935.28
660	General Liabilities	$441,800.01
665	Worker's Comp Insurance	$544,871.00
801	L&L Dist Z1-Almond Estates	$217.00
Total		**$6,004,374.01**

8/4/2020 11:42:26 AM

Council Report: Payroll
City of Lodi - v11.3.20 Live
Pay Period 7/26/2020

Fund	Description	Amount
100	General Fund	827,935.53
103	Measure L	130,743.90
120	Library Fund	15,843.07
200	Parks Rec & Cultural Services	87,957.46
214	LPD-OTS Grants	1,301.77
270	Comm Dev Special Rev Fund	28,885.78
301	Gas Tax-2105 2106 2107	31,933.37
500	Electric Utility Fund	181,640.12
501	Utility Outlay Reserve Fund	36,407.66
530	Waste Water Utility Fund	138,663.66
560	Water Utility Fund	21,317.47
600	Dial-a-Ride/Transportation	10,559.31
650	Internal Service/Equip Maint	20,691.79
Report Total		1,533,880.89

AGENDA ITEM C-02

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Minutes
a) July 15, 2020 (Regular Meeting)
b) July 21, 2020 (Shirtsleeve Session)
c) July 21, 2020 (Special Meeting)

MEETING DATE: August 19, 2020

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) July 15, 2020 (Regular Meeting)
b) July 21, 2020 (Shirtsleeve Session)
c) July 21, 2020 (Special Meeting)

BACKGROUND INFORMATION: Attached are copies of the subject minutes marked Exhibit A through C, respectively.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer Cusmir
City Clerk

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

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LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, JULY 15, 2020

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of July 15, 2020, was called to order by Mayor Kuehne at 6:30 p.m.

Present: Council Member Chandler, Council Member Mounce, and Mayor Kuehne
Absent: Mayor Pro Tempore Nakanishi
Also Present: City Manager Schwabauer, City Attorney Magdich, Deputy City Manager Keys, and Assistant City Clerk Farris

NOTE: City Manager Schwabauer participated in the meeting via teleconference.

C-2 Announcement of Closed Session

a) Pending Litigation: Government Code §54956.9(a); one case; Cross Culture Christian Center, a California Non-Profit Corporation; Pastor Jonathan Duncan, an individual v. Gavin Newsom, in his official capacity as Governor of California, et al., United States District Court, Eastern District of California Case No. 2:20-cv-00832-JAM-CKD

b) Pending Litigation: Government Code §54956.9(a); one case; Best Supplement Guide, LLC; Sean Covell, an individual, vs. Gavin Newsom, in his official capacity as the Governor of California, et al., United States District Court, Eastern District of California Case No. 2:20-cv-00965-JAM-CKD

C-3 Adjourn to Closed Session

At 6:30 p.m., Mayor Kuehne adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:54 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:04 p.m., Mayor Kuehne reconvened the City Council meeting, and City Attorney Magdich disclosed the following actions.

Items C-2a) and C-2b) were discussion with no reportable action.

A. Call to Order / Roll Call

The Regular City Council meeting of July 15, 2020, was called to order by Mayor Kuehne at 7:04 p.m.

Present: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne
Absent: None
Also Present: City Attorney Magdich, Deputy City Manager Keys, and Assistant City Clerk Farris

Due to the COVID-19 pandemic and pursuant to Executive Order N-29-20, the Council chambers were closed to the public. The meeting was available for viewing by the public via livestream at https://www.lodi.gov/901/Council-Meeting-Archive and https://zoom.us/j/99839136017?pwd=TVh0VlFEZWNzdVZzRDF6MHNhWnp1UT09; the opportunity for public comment was available through councilcomments@lodi.gov and https://zoom.us/j/99839136017?pwd=TVh0VlFEZWNzdVZzRDF6MHNhWnp1UT09.

B. Presentations - None

C. Consent Calendar (Reading; Comments by the Public; Council Action) All matters listed on the consent calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items. If a member of the public would like a consent calendar item pulled and discussed separately, refer to the Special Teleconference Notice at the beginning of this agenda.

Council Member Mounce made a motion, second by Council Member Chandler, to approve the following items hereinafter set forth, **except those otherwise noted**, in accordance with the report and recommendation of the City Manager.

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne
Noes: None
Absent: None

C-1 Receive Register of Claims for May 29, 2020 through June 25, 2020 in the Amount of $7,564,818.43 (FIN)

Claims were approved in the amount of $7,564,818.43.

C-2 Approve Minutes (CLK)

The minutes of June 3, 2020 (Regular Meeting), June 8, 2020 (Special Meeting), June 9, 2020 (Shirtsleeve Session), June 9, 2020 (Special Meeting), June 16, 2020 (Shirtsleeve Session), June 17, 2020 (Regular Meeting), and June 23, 2020 (Shirtsleeve Session) were approved as written.

C-3 Adopt Resolution Awarding Bids for Purchase of Wood Poles from Stella-Jones Corporation, of Tacoma, Washington, Under Long-Term (2-Year with 1-Year Extension) Purchase in Amount Not to Exceed $300,000 Over Three Years (EU)

Adopted Resolution No. 2020-141 awarding bids for purchase of wood poles from Stella-Jones Corporation, of Tacoma, Washington, under long-term (2-year with 1-year extension) purchase in amount not to exceed $300,000 over three years.

C-4 Adopt Resolution Awarding Bids for Purchase of Concrete Products from Oldcastle Infrastructure, of Pleasanton, Under Long-Term (2-Year with 1-Year Extension) Purchase in Amount Not to Exceed $250,000 Over Three Years (EU)

Adopted Resolution No. 2020-142 awarding bids for purchase of concrete products from Oldcastle Infrastructure, of Pleasanton, under long-term (2-year with 1-year extension) purchase in amount not to exceed $250,000 over three years.

C-5 Adopt Resolution Awarding Bids for the Purchase of Medium Voltage Cable from The Okonite Company, of San Ramon, Under Long-Term (2-Year with 1-Year Extension) Purchase in Amount Not to Exceed $650,000 Over Three Years (EU)

Adopted Resolution No. 2020-143 awarding bids for the purchase of medium voltage cable from The Okonite Company, of San Ramon, under long-term (2-year with 1-year extension) purchase in amount not to exceed $650,000 over three years.

C-6 Adopt Resolution Awarding Contract for 2020/2021 Pavement Resurfacing Project, Various

Locations, to American Pavement Systems, Inc., of Modesto ($1,254,706), Authorizing City Manager to Execute Change Orders ($100,000), and Appropriating Funds ($1,354,706) (PW)

This item was pulled at the request of Council Member Mounce for discussion purposes.

Council Member Mounce commented that some of worst streets on the Eastside will be repaired through this project and the citizens will be very happy about the improvements.

Council Member Mounce made a motion, second by Council Member Chandler, to adopt Resolution No. 2020-154 awarding contract for 2020/2021 Pavement Resurfacing Project, Various Locations, to American Pavement Systems, Inc., of Modesto, in the amount of $1,254,706, authorizing the City Manager to execute change orders in an amount not to exceed $100,000, and appropriating funds in the amount of $1,354,706.

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne
Noes: None
Absent: None

C-7 Adopt Resolution Authorizing City Manager to Execute Amendment No. 3 to Professional Services Agreement with Civil Hydro Tech, LLC, of Sunnyvale, for Consulting and Project Management Services for Decommissioning and Removal of the Central Plume Source Area Groundwater Extraction and Soil Vapor Extraction Systems ($157,500), and Appropriating Funds ($157,500) (PW)

Adopted Resolution No. 2020-144 authorizing the City Manager to execute Amendment No. 3 to Professional Services Agreement with Civil Hydro Tech, LLC, of Sunnyvale, for consulting and project management services for decommissioning and removal of the Central Plume Source Area groundwater extraction and soil vapor extraction systems, in the amount of $157,500, and appropriating funds in the amount of $157,500.

C-8 Adopt Resolution Authorizing City Manager to Execute Amendment No. 4 to 2016-2018 Tree Maintenance Contract with West Coast Arborists, Inc., of Anaheim, Including Consumer Price Index Adjustments to the Contract Unit Prices (PW)

Adopted Resolution No. 2020-145 authorizing the City Manager to execute Amendment No. 4 to 2016-2018 Tree Maintenance contract with West Coast Arborists, Inc., of Anaheim, including Consumer Price Index adjustments to the contract unit prices.

C-9 Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with L & H Airco, LLC, of Roseville, for Building Control System Support Services and On-Call Maintenance and Repairs ($28,000) (PW)

Adopted Resolution No. 2020-146 authorizing the City Manager to execute Amendment No. 1 to Professional Services Agreement with L & H Airco, LLC, of Roseville, for building control system support services and on-call maintenance and repairs, in the amount of $28,000.

C-10 Adopt Resolution Appropriating Funds for Vehicle Purchase for Facilities Superintendent ($32,000) (PW)

Adopted Resolution No. 2020-147 appropriating funds for vehicle purchase for Facilities Superintendent, in the amount of $32,000.

C-11 Adopt Resolution Authorizing City Manager to File Claim for Fiscal Year 2019/20 Transportation

Development Act Funds from Local Transportation Fund ($3,429,482) and State Transit Assistance Fund ($53,541) (PW)

Adopted Resolution No. 2020-148 authorizing the City Manager to file claim for Fiscal Year 2019/20 Transportation Development Act funds from Local Transportation Fund, in the amount of $3,429,482, and State Transit Assistance Fund, in the amount of $53,541.

C-12 Approve Planning Commission's Recommendation to Accept the 2019 Housing Element Annual Progress Report and Direct Staff to Transmit the Report to the California Department of Housing and Community Development and the Governor's Office of Planning and Research (CD)

This item was pulled at the request of Council Member Mounce for discussion purposes.

In response to Council Member Mounce, Community Development Director John Della Monica explained that the Blue Sheet was submitted as the Planning Commission was unable to approve the report due to the lack of a quorum at its last meeting, but the item is time sensitive so it was brought forward tonight; according to his records, this item was on the Consent Calendar last year.

Council Member Mounce made a motion, second by Council Member Chandler, to accept the 2019 Housing Element Annual Progress Report and direct staff to transmit the report to the California Department of Housing and Community Development and the Governor's Office of Planning and Research.

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne
Noes: None
Absent: None

C-13 Accept Improvements Under Contract for 2019 Pavement Crack Sealing Project (PW)

Accepted improvements under contract for 2019 Pavement Crack Sealing Project.

C-14 Adopt Resolution Accepting Public Improvements of Reynolds Ranch Water Tank Project (PW)

Adopted Resolution No. 2020-149 accepting public improvements of Reynolds Ranch Water Tank Project.

C-15 Adopt Resolution Adopting Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Lodi Lake Riverbank Stabilization and Restoration Project (PW)

Adopted Resolution No. 2020-150 adopting Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Lodi Lake Riverbank Stabilization and Restoration Project.

C-16 Adopt Resolution Requesting Consent of San Joaquin County Board of Supervisors to Renew the Lodi Tourism Business Improvement District, and Grant the City of Lodi Jurisdiction for all Purposes in Connection with Creation, Operation, and Future Renewals of the Renewed Lodi Tourism Business Improvement District (CM)

Adopted Resolution No. 2020-151 requesting consent of San Joaquin County Board of Supervisors to renew the Lodi Tourism Business Improvement District, and grant the City of Lodi jurisdiction for all purposes in connection with creation, operation, and future renewals of the renewed Lodi Tourism Business Improvement District.

C-17 Adopt Resolution Approving Various Public Works Fees (PW)

Adopted Resolution No. 2020-152 approving various Public Works fees.

C-18 Adopt Resolution Authorizing Credit to Utility Account at 801 East Kettleman Lane ($28,136) (PW)

Adopted Resolution No. 2020-153 authorizing credit to utility account at 801 East Kettleman Lane, in the amount of $28,136.

C-19 Appoint Crystal Hicks and Richard Maciel to the Planning Commission (CLK)

Made the following appointments:

Planning Commission
Crystal Hicks Term to expire June 30, 2024
Richard Maciel Term to expire June 30, 2024

D. Comments by the Public on Non-Agenda Items THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

Comments were received from the following members of the public via email. All comments were read into the record and filed.
Alex Aliferis - COVID-19 lockdown of businesses
Mike Lusk - Builder Impact Fee Schedule

In response to Mr. Aliferis' comments, City Attorney Magdich stated that wineries and tasting rooms can operate outdoors, and there is no distinction between the operation of wineries in Napa and San Joaquin Counties, as long as social distancing and face covering protocols are observed.

E. Comments by the City Council Members on Non-Agenda Items

Council Member Mounce stated that she is intrigued by Mr. Lusk's comments, specifically about the affordable housing fund; she has advocated for developers being required to rehab homes on the Eastside when putting in new developments; clean, affordable housing is not available in Lodi for all income levels; if developers will not provide affordable housing, then the City needs to charge them for it.

Mayor Kuehne stated that he agrees with Mr. Lusk's comments regarding mixed density; it has been done in the past and needs to continue. He asked that staff look into incorporating this into the building fee structure or set aside funding.

Council Member Chandler reported that the public/private group that he helped develop to fund the clean up of illegal RVs had a major sweep in the last couple months and there are now only three or four RVs parked on the streets, compared to the original 16.

Mayor Kuehne asked that staff bring forward an ordinance prohibiting over-night parking to allow posting in the problem areas of the City.

Mayor Pro Tempore Nakanishi stated that COVID-19 restrictions were put in place two days ago in response to the increased infection rate and he reminded the public to practice social distancing and to wash their hands frequently.

Mayor Kuehne reported that he attended the Risk Oversight Committee with Electric Utility and that he had been appointed to the Rail Commission recently.

Council Member Mounce announced that she had been reappointed as an at-large member of the

League of California Cities.

F. Comments by the City Manager on Non-Agenda Items

Deputy City Manager Keys reported on the current hospital capacity rates and stated everyone must do their part to stop the spread of the COVID-19 virus to avoid further restrictions, noting the primary reason for the spread is gatherings of people in informal settings.

City Attorney Magdich reported that former Parks and Recreation Director Ron Williamson had passed away due to COVID-19.

G. Public Hearings

G-1 Public Hearing to Consider Resolution Adopting Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2020/21; and Ordering the Levy and Collection of Assessments (PW)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Kuehne called for the public hearing to consider a resolution adopting Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2020/21; and ordering the levy and collection of assessments.

Senior Civil Engineer Sean Nathan provided a PowerPoint presentation regarding the Lodi Consolidated Landscape Maintenance Assessment District. Specific topics of discussion included zones, budget, and comparison of assessments.

In response to Mayor Kuehne, Mr. Nathan explained the unutilized zones were kept in the District for record-keeping purposes.

In response to Council Member Mounce, Mr. Nathan stated he will report back on the location of Zone 7.

Mayor Kuehne opened the public hearing for public comment.

There being no public comments, Mayor Kuehne closed the public hearing.

Council Member Chandler made a motion, second by Council Member Mounce, to adopt Resolution No. 2020-155 adopting Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2020/21; and ordering the levy and collection of assessments.

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne
Noes: None
Absent: None

G-2 Public Hearing to Receive Input and Consider Adopting a Resolution Calling an Election to Submit to the Qualified Electors the Questions of Levying a Special Tax within the Area Proposed to be Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 10); and a Resolution Declaring the Results of the Special Election and Ordering the Annexation of Territory to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 10); and Introduce an Uncodified Ordinance Levying and Apportioning the Special Tax in Territory Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 10) (PW)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Kuehne called for the public hearing to consider adopting a resolution calling an election to submit to the qualified electors the questions of levying a special tax within the area proposed to be annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 10); and a resolution declaring the results of the special election and ordering the annexation of territory to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 10); and introduce an uncodified ordinance levying and apportioning the special tax in territory annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 10).

Public Works Director Charlie Swimley provided a PowerPoint presentation regarding Communities Facilities District Annexation No. 10. Specific topics of discussion included vicinity map and recommended action. Mr. Swimley clarified that, contrary to a recent newspaper article, this is not an annexation of property into the City. This property is already within the City, and the public hearing is to consider the annexation of property into the Community Facilities District and that the annexation is a requirement of the Development Map.

In response to Council Member Mounce, Mr. Swimley stated that full build-out of the project would take five to ten years, depending on economic cycles.

Mayor Kuehne opened the public hearing for public comment.

Comments were received via email from the following nine members of the public opposing the annexation. All comments were read into the record and filed.

Liz Nicolini
Angela Nicolini
Alfred Nicolini
Joseph Nicolini
Paul Nicolini
Alfred Nicolini, Jr.
Maria Nicolini
Christina Nicolini
Chris Nico

Deputy City Manager Keys noted that this item is not annexing property into the City, rather it is annexing property into the Community Facilities District (CFD); if the property is not annexed into the CFD, it cannot generate funds and the burden of providing the services is put on the City; this is a tax-related question for the properties in question.

In response to Council Member Mounce, Mr. Swimley stated the annexation occurred in 2002.

In response to Mayor Pro Tempore Nakanishi, Mr. Swimley stated that if Council did not approve the annexation, the development would not meet the conditions of the Development Agreement.

In response to Council Member Mounce, City Attorney Magdich stated that without Council's approval, the property would not be included in the CFD and revenue would not be received to fund public improvements.

Council Member Mounce stated she would support the item because the CFD would keep the area well maintained.

There being no further public comments, Mayor Kuehne closed the public hearing.

Council Member Chandler made a motion, second by Council Member Mounce, to adopt Resolution No. 2020-156 calling an election to submit to the qualified electors the questions of levying a special tax

within the area proposed to be annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 10).

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne
Noes: None
Absent: None

Council Member Mounce made a motion, second by Council Member Chandler, to adopt Resolution No. 2020-157 declaring the results of the special election and ordering the annexation of territory to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 10).

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne
Noes: None
Absent: None

Council Member Chandler made a motion, second by Mayor Pro Tempore Nakanishi, to introduce uncodified Ordinance No. 1978 levying and apportioning the special tax in territory annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 10).

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne
Noes: None
Absent: None

G-3 Public Meeting to Allow Public Testimony Regarding the Resolution of Intention to Renew the Lodi Tourism Business Improvement District (LTBID) and the Levy of Assessments on Lodging Businesses in the City of Lodi (CM)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Kuehne called for the public meeting to allow public testimony regarding the Resolution of Intention to Renew the Lodi Tourism Business Improvement District (LTBID) and the levy of assessments on lodging businesses in the City of Lodi.

Mayor Kuehne opened the public meeting for public comment.

There being no public comments, Mayor Kuehne closed the public meeting.

City Attorney Magdich stated this is part of a multi-step process and that the item would be brought back to a future meeting for the final pubic hearing and action by Council.

G-4 Public Hearing to Consider Adopting a Resolution Adopting a Five-Year Plan for the Permanent Local Housing Allocation (PLHA) Grant Program, Approving Submission of the 2020 PLHA Grant Application and Authorizing the City Manager to Enter into Agreements with the California Department of Housing and Community Development for a Permanent Homeless Shelter Project - Predevelopment Phase ($2,017,590) (CD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Kuehne called for the public hearing to consider adopting a resolution

adopting a five-year plan for the Permanent Local Housing Allocation (PLHA) Grant Program, approving submission of the 2020 PLHA Grant application and authorizing the City Manager to enter into agreements with the California Department of Housing and Community Development for a permanent homeless shelter project - predevelopment phase, in the amount of $2,017,590.

Community Development Director John Della Monica provided a PowerPoint presentation regarding the 2020 PLHA grant application. Specific topics of discussion included background, tentative five-year plan, possible use of PLHA funding, and recommendation.

In response to Council Member Mounce, Community Development Director John Della Monica stated the grant was for site acquisition/determination and required engineering, and that the project would house 130 homeless.

Mayor Kuehne opened the public hearing.

In response to Council Member Mounce, Mr. Della Monica stated that staff is making efforts to enlist support from everyone around the subject properties and would also consider an alternate site.

Mayor Kuehne expressed support for moving forward with the project.

There being no public comments, Mayor Kuehne closed the public hearing.

Mayor Pro Tempore Nakanishi made a motion, second by Council Member Chandler, to adopt Resolution No. 2020-158 adopting a five-year plan for the Permanent Local Housing Allocation (PLHA) Grant Program, approving submission of the 2020 PLHA Grant application and authorizing the City Manager to enter into agreements with the California Department of Housing and Community Development for a permanent homeless shelter project - predevelopment phase, in the amount of $2,017,590.

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne
Noes: None
Absent: None

NOTE: Council recessed for at 8:04 p.m. and reconvened at 8:08 p.m.

H. Regular Calendar

H-1 Presentation on New Economic Development Tools - Conceptual Architectural Renderings of Key Commercial and Industrial Sites (CM)

Business Development Manager Astrida Trupovnieks provided a PowerPoint presentation on new economic development tools - conceptual architectural renderings of key commercial and industrial sites. Specific topics of discussion included five key sites; key uses; before and after pictures of properties located at 1430 - 1600 South Cherokee Lane, 1335 East Lockeford Street, 930 Beckman Road, 1235 East Kettleman Lane, 939 South Beckman Road, and 699 - 775 Guild Avenue; and venues to showcase conceptual renderings.

In response to Council Member Mounce, Ms. Trupovnieks responded that staff has met with some of the property owners and sent registered letters to the others.

In response to Council Member Chandler, Ms. Trupovnieks stated that the previous infrastructure insufficiencies no longer exist and the City's plan is to promote high-quality water and high-capacity wastewater.

In response to Council Member Chandler, Ms. Trupovnieks noted that she gave a presentation today on the Environmental Protection Agency nationwide webinar; only two cities were chosen to present regarding brownfields work, Phoenix and Lodi.

H-2 Adopt Resolution Authorizing an Additional Appropriation and Expenditure of Fiscal Year 2020-21 Funds in the Amount of $690,228 to the Existing Appropriation of $1,138,037 for a Total Amended Appropriation of $1,828,265 to be Reimbursed by FEMA and State Government at a Rate of 93.75 Percent for the Implementation of the Great Plates Delivered Program (CM)

Deputy City Manager Keys provided a presentation regarding the additional appropriation and expenditure of Fiscal Year 2020-21 funds for the implementation of the Great Plates Delivered Program. Specific topics of discussion included extension of the program through August 15; background of the program; provision of service to about 400 residents; term through July 10 extended under City Manager's emergency authority following receipt of reimbursements.

In response to Mayor Pro Tempore Nakanishi, Mr. Keys stated the City's share of the program through August 15 is estimated at $114, 304 from the General Fund.

In further response to Mayor Pro Tempore Nakanishi, Business Development Manager Astrida Trupovnieks stated that the City administers the program but Loel Center works directly with the people who sign up; qualifications for the program are very flexible; and three restaurants are participating and while people are assigned to the restaurants by the Loel Center, changes can be made to accommodate needs.

Council Member Mounce indicated support of continuing the program and noted the number of emails and phone calls from citizens asking to have the program continued.

Mr. Keys stated that it is important for Council to note that recovery of funding will require certification of the City's compliance with health orders and that failure to comply could jeopardize funding.

In response to Council Member Chandler, Mr. Keys explained that the price per meal is set and the City fronts the entire cost, with reimbursement coming later.

Public comment in favor of the program was received via email from the following members of the public. All public comments were read into the record and filed.
Del Baybarz
Lola Sherman

Public comment via Zoom was received from Geno Cassella, of The Brick House, who expressed support of the program.

Council Member Mounce made a motion, second by Council Member Chandler, to adopt Resolution No. 2020-159 authorizing an additional appropriation and expenditure of Fiscal Year 2020-21 funds in the amount of $690,228 to the existing appropriation of $1,138,037 for a total amended appropriation of $1,828,265 to be reimbursed by FEMA and State Government at a rate of 93.75 percent for the implementation of the Great Plates Delivered Program.

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne
Noes: None
Absent: None

I. Ordinances – None

J. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:51 p.m. in memory of former Parks and Recreation Director Ron Williamson who passed away on July 14, 2020.

ATTEST:

Pamela M. Farris
Assistant City Clerk

LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JULY 21, 2020

The July 21, 2020, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Pamela M. Farris
Assistant City Clerk

LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JULY 21, 2020

A. Call to Order / Roll Call

The Special City Council meeting of July 21, 2020, was called to order by Mayor Kuehne at 7:01 a.m.

Due to the COVID-19 pandemic and pursuant to Executive Order N-29-20, all Council Members participated in the meeting via teleconference and the meeting was available for viewing by the public via livestream at https://www.facebook.com/CityofLodi/ and https://zoom.us/j/94531814801?pwd=aDgreW9IZDlVU1I1Zk5HV3lMQnM1dz09; the opportunity for public comment was available through councilcomments@lodi.gov and https://zoom.us/j/94531814801?pwd=aDgreW9IZDlVU1I1Zk5HV3lMQnM1dz09.

Present: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne
Absent: None
Also Present: City Manager Schwabauer, City Attorney Magdich, and Assistant City Clerk Farris

B. Regular Calendar

B-1 Provide Direction on COVID-19 Response for Economic Development by Offering No Cost Permitting Options for Certain Outdoor Business Operations Allowed Under Current Health Orders (CM)

Deputy City Manager Andrew Keys provided a presentation regarding COVID-19 response to economic development by offering no-cost permitting options for certain outdoor business operations. Specific topics of discussion included new guidelines issued by the Governor and the San Joaquin County Public Health Officer; prohibition of activities within buildings, including gyms, places of worship, restaurants, personal care services, and malls; allowance of retail businesses with exterior facing exit; process to allow businesses to operate outdoors within COVID orders and Municipal Code; success of current no-cost permit program for Downtown restaurants; request from a place of worship to operate within a park; temporary changes to Business Code 7317 allowing outside operation of barbershops, hair salons, and nail salons while following California Department of Public Health guidelines; staff suggestions of permitting in private parking lots, public right-of-ways, and City parks; and potential costs, including k-rail rental and staff time.

City Manager Schwabauer stated that gyms may also request the same type of program to allow operation within City parks.

Council Member Mounce indicated support, stating the City needs to provide as many options as possible.

Council Member Chandler concurred but expressed concerns regarding liability. Mr. Schwabauer clarified that the encroachment permit process includes insurance and indemnification requirements.

In response to Council Member Mounce, Mr. Schwabauer stated staff would discuss lowering insurance requirements with CJPRMA. City Attorney Magdich clarified that most businesses

already have existing insurance that would cover the requirement.

Mayor Pro Tempore Nakanishi indicated support of the proposal, stating the cost is not prohibitive and funding would come through the CARES Act.

Jeremy Duncan, member of the public, commented via Zoom, indicating support for the program but stating the State is seizing private property by not allowing businesses to operate, and further requesting that the City advocate for the public health orders to be ignored.

Mayor Pro Tempore Nakanishi made a motion, second by Council Member Chandler, to approve COVID-19 response for economic development by offering no-cost permitting options for certain outdoor business operations allowed under current health orders, including cosmetology businesses, within parking lots, public right-of-ways, and City parks.

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne
Noes: None
Absent: None

ROLL CALL VOTE
The City Council held a ROLL CALL vote (all voiced their votes).

B-2 Provide Enforcement Direction to Staff on COVID-19 Public Health Orders in Light of Threats to the Loss of State Funding (CM/CA)

City Manager Schwabauer provided a presentation regarding enforcement of COVID-19 public health orders. Specific topics of discussion included current open status of Downtown retail stores; previous Council direction of no enforcement outside letters from Partners; need to certify compliance with public health orders to receive CARES Act reimbursement; jeopardy of Great Plates Delivered program and $870,000 in CARES Act funding; enforcement through posting notices of non-compliance followed by legal action; no plan to close businesses; bars may require Police Department involvement; lack of resources to police face coverings; and request for staff to have some discretion on enforcement.

In response to Council Member Mounce, City Attorney Magdich stated enforcement would be through letters from Partners, cease and desist notices, and posting properties as a public nuisance; there is no intention to arrest people or issue criminal citations. She stated if, for example a bar remains open, the City would notify and educate the business; post the property as a public nuisance; send a cease and desist notice, including notification the violation would be reported to the State Department of Alcoholic Beverage Control (ABC); and then notify ABC which would take enforcement action. Ms. Magdich also noted that similarly if a restaurant serves meals inside, the City would provide notification and education, send a cease and desist letter, and post the property. The City found during the initial phase of the stay-at-home order that these actions were very effective, with only one citation being written and only two properties being posted. She further stated that complaints have been received from citizens and employees of businesses regarding people not wearing face coverings, in which case the City has sent letters stating the public health order requiring masks must be followed.

In further response to Council Member Mounce, Ms. Magdich stated the plan was for the Police Department to do the posting, but Code Enforcement could be used for posting and hand deliveries; in addition, certified mail would be used.

Council Member Mounce expressed opposition to using sworn officers to deliver any of the notices, stating the officers should be handling real crime and that criminalizing business owners is overreach. She further expressed unhappiness with the Governor's letter to elected officials regarding enforcement of public health directives and read a portion of the letter into the record.

Council Member Chandler concurred with Council Member Mounce.

Mayor Pro Tempore Nakanishi stated that he agrees with many of Council Member Mounce's statements; he supports staff using discretion in enforcement of the orders; he agrees that not using the Police Department would be preferable, if possible; another city hired a specific person for enforcement; the City is under duress as there is no fund to pay for these expenses and to not get the funding would be an injustice; and he feels the City needs to comply in a gentle manner.

Council Member Chandler stated that he likes the action plan described by the City Attorney; the most egregious offenders are bars, and the State agency can enforce those violations. He further stated that if restaurants or other businesses can be enforced by a State agency, then let them handle it.

Mayor Kuehne stated he felt that it is punitive for the Governor to take this stance, but the City needs to proceed with caution due to the funding. He further stated he is not opposed to the Police Officers distributing the citations or warnings, but it needs to be handled gently; most businesses are trying to comply and there has only been one citation and a few warnings; and there are millions of dollars of tax payer money on the line, but enforcement should be kept to a minimum.

Mr. Schwabauer stated that staff's intention is to be as cooperative as possible; the City does not have the resources to actively seek out violations, but it needs to be able to show that it is addressing the concerns so that it can certify to the State that the orders are being enforced so the funding is not put at risk.

The following members of the public made comments via email. All comments were read into the record and filed.
Monica Fritz - Against enforcement of Governor's orders
Sean Covell, Fitness System Health Clubs - Against enforcement of closure and restrictions placed on gyms
Nathan Dellinger - Against enforcement of Governor's orders
Tom Roehrich - Against enforcement of Governor's orders
Theresa Delp - Against enforcement of Governor's orders
Douglas Duncan - Against enforcement of Governor's orders
Alex Aliferis - Against enforcement of Governor's orders
Greg & Keli Degenstein - Against enforcement of Governor's orders
Jeremy Duncan - Against enforcement of Governor's orders
Mary Sumrall - Against enforcement of Governor's orders
Philip & Wendy Diaz - Against enforcement of Governor's orders
Greg Baroni - Against enforcement of Governor's orders
Jenny Miller - Against enforcement of Governor's orders (two emails)
Lisa Baroni - Against enforcement of Governor's orders

Council Member Mounce stated she feels the City should maintain the same level of enforcement and not move forward with additional enforcement.

Council Member Chandler concurred and stated that the City has taken a middle path of enforcement that preserves both people's rights and the budget.

Mayor Pro Tempore Nakanishi stated that staff has received guidelines to use discretion in enforcement; the funding must not be jeopardized.

Council Member Mounce emphasized that her direction is that Police Department assets will not be utilized in any way to enforce the orders.

Mayor Pro Tempore Nakanishi stated his direction is that the enforcement be left to the discretion of staff and the Police Chief, unless funds exist to hire someone for enforcement.

Mr. Schwabauer stated it is not staff's intention to utilize the Police Department for enforcement, except where it may be necessary if violence is incurred during the posting of a property, for example. He further stated that staff has received direction that should ensure that the City is not being exposed to a loss of funding; he noted that the cost of the Great Plates Delivered program is about $1 million per month, and the program is providing an important service to the community.

C. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:22 a.m.

ATTEST:

Pamela M. Farris
Assistant City Clerk

AGENDA ITEM **C-03**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids for 2020 GrapeLine Bus Stop Accessibility and Shelter Improvements

MEETING DATE: August 19, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids for 2020 GrapeLine Bus Stop Accessibility and Shelter Improvements.

BACKGROUND INFORMATION: This project consists of removing accessibility barriers near seven GrapeLine bus stops by installing 27 curb ramps and associated Americans with Disabilities Act (ADA)-compliant paths of travel to the bus stop locations that lack accessibility. The proposed locations of the improvements are shown on Exhibit A. The City's curb ramp database was used to select the appropriate accessibility improvements in order to provide access to nearby bus stops.

The specifications are on file in the Public Works Department. The planned bid opening date is September 9, 2020. The project estimate is $450,000.

FISCAL IMPACT: There will be a slight increase in the long-term maintenance costs associated with these improvements, while reducing the City's exposure to accessibility related litigation.

FUNDING AVAILABLE: Funding will be identified at project award.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Sean Nathan, Senior Civil Engineer
CES/SN/tc
Attachment

cc: Transportation Manager

APPROVED: _____
Stephen Schwabauer, City Manager

EXHIBIT A
2020 Grapeline Bus Stop Accessibility and Shelter Improvements

Legend

2020 Locations

N
W E
S

0 0.25 0.5
Miles

AGENDA ITEM **C-04**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Central Plume PCE/TCE Groundwater and Soil Vapor Extraction System Decommissioning and Removal

MEETING DATE: August 19, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Central Plume PCE/TCE Groundwater and Soil Vapor Extraction System Decommissioning and Removal.

BACKGROUND INFORMATION: Historical practices have resulted in the contamination of groundwater by tetrachloroethylene (PCE) and trichloroethylene (TCE) producing four identified groundwater contaminant plumes (Northern, Southern, Central, and Western) within the City of Lodi. Efforts to remove PCE and related contaminants from the Central Plume Source Area (CPSA), have been ongoing since 2003, utilizing both soil vapor extraction (SVE) and groundwater extraction (GWE) systems. To date, the operation of the current SVE/GWE systems has contributed to the removal of approximately 20,000 pounds of PCE since operation began in 2011.

On May 18, 2020, the Central Valley Regional Water Quality Control Board (CVRWQCB) approved the City's recommended approach for decommissioning the CPSA remediation systems. Obtaining State approval to decommission these systems with the CSPA is a substantial step forward in the City's overall PCE/TCE cleanup program.

On July 15, 2020, Council authorized Amendment No. 3 to the Professional Services Agreement with Civil Hydro Tech, LLC for preparing plans and specifications and project management to carry out the closure and decommissioning, in the amount of $157,500.

This project includes decommissioning the CPSA SVE and the GWE systems located near the alleyway that lies between Pine Street and Oak Street, between Pleasant Avenue and Church Street, as shown on Exhibit A. The work for this includes the following:

- Decommissioning and removal of the CPSA remedial systems including all on-site granular activated carbon vessels/tanks, concrete pad, above-ground piping and valves, and the treatment system enclosure;
- Removal of all underground piping associated with the CPSA remedial systems and the SVE and groundwater extraction wells that lie within property boundaries;
- Abandonment of the remedial piping within the City right of way;
- Abandonment of nine pairs of shallow and deep SVE wells, three pairs of vapor monitoring wells, and three groundwater extraction wells;
- Removal of all well vaults;

APPROVED: _____

Stephen Schwabauer, City Manager

- Excavation of the area near the intersection of alleyway and Pleasant Avenue, also shown on Exhibit A;
- Site restoration including street repair and other incidental and related work.

This system was always anticipated to be removed when the treatment was no longer effective. As a requirement of the CVRWQCB, the City will need to provide notification and a fact sheet on PCE and TCE to all property owners in the vicinity.

The specifications are on file in the Public Works Department. The planned bid opening date is September 16, 2020. The project estimate is $250,000.

Removal of this system will leave only two remaining City obligations in the Central Plume: 1) Operation of the groundwater extraction system at the toe of the plume, near Clyde W. Needham Elementary School, for an expected five to 10 year time frame, at an annual cost of approximately $150,000; and 2) groundwater monitoring for an expected 20-year time frame, at an annual cost of $75,000. The PCE/TCE Fund is projected to have adequate funding to complete the remediation project.

FISCAL IMPACT: Closure of the SVE/GWE system will significantly reduce annual operating expenses; cost includes Granular Activated Carbon change-out. This work does not impact the General Fund.

FUNDING AVAILABLE: Funding will be identified at project award.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Andrew Richle, Utilities Superintendent
CES/AR/tc
Attachment

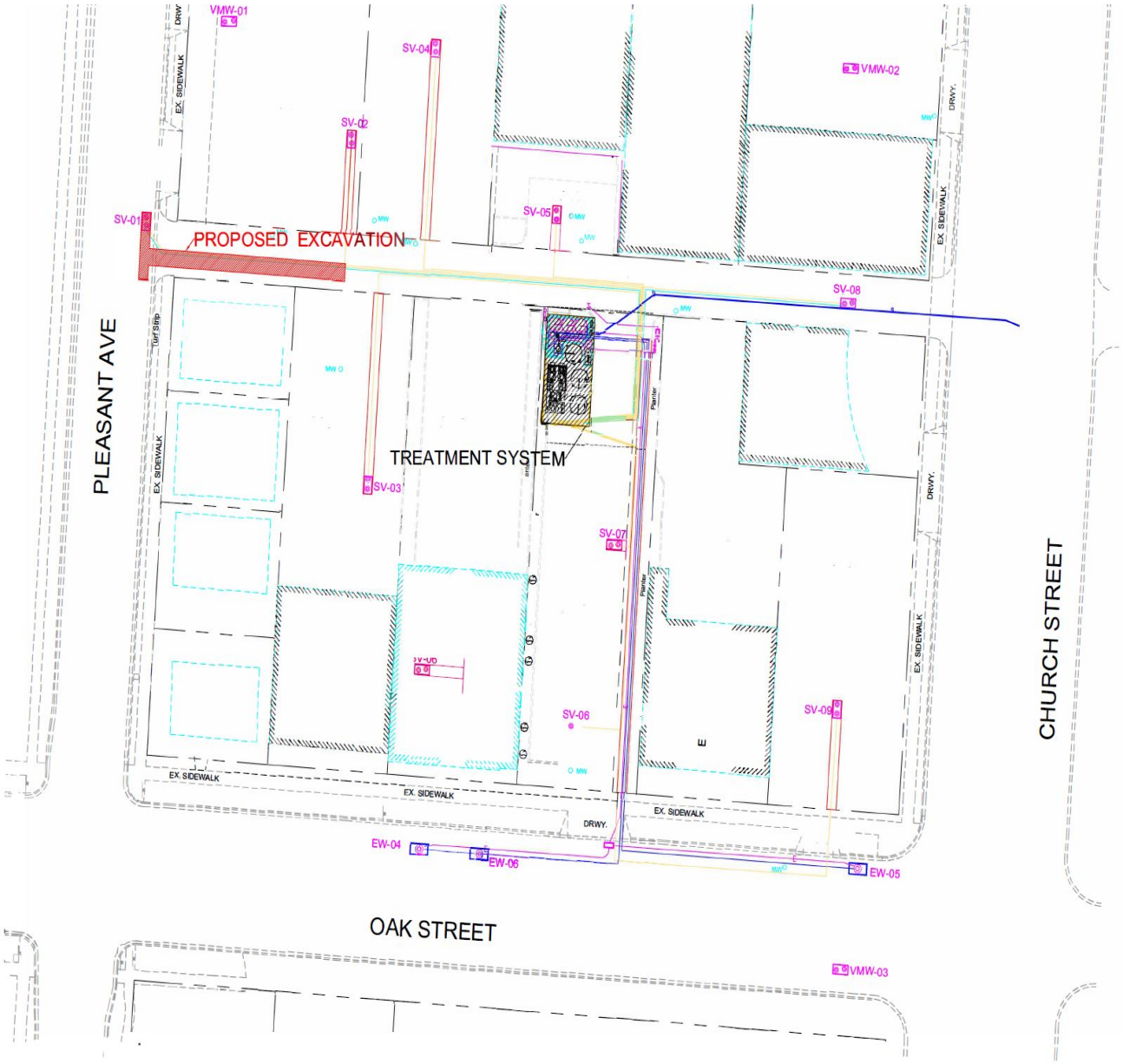
cc: Lyman Chang, Deputy Public Works Director
Gary Wiman, Project Manager

CITY OF LODI

PUBLIC WORKS DEPARTMENT

EXHIBIT A

SVE AND GWE SYSTEM
DECOMISSIONING AND REMOVAL



AGENDA ITEM C-05

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Waive Bid Process and Approve Purchase of Radios ($25,348)

MEETING DATE: August 19, 2020

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to waive bid process and approve the purchase of five portable radios in the amount of $25,348.

BACKGROUND INFORMATION: It is important that frontline public safety staff be outfitted with reliable communication equipment. Safety personnel rely on communication equipment to effectively relay calls for service, location, status of calls, and the status of officer safety. As communication equipment ages, the technology gets outdated and the reliability declines, replacement parts are hard to obtain, and support is no longer available. During the June 5, 2019 council meeting, the Council approved the purchase of two-thirds of the Police Department's replacement radios and in-car computers. The plan was to budget for the last third in the 2020/21 budget however, with revenue projections lower than expected due to Covid-19 closures, we are requesting the purchase of five portable radios. This purchase will help partially fill the final third funded by the Department of Justice Coronavirus grant.

The police use portable radios which direct personnel to the location of emergency incidents. These radios are designed to receive and respond to calls from dispatch, sworn staff, code enforcement, Partners, and probation. Small portable radios exist to allow each officer to carry one easily when they are responding to calls outside of their vehicles.

Police have portable radios that are at end of life. With radios failing and parts that are hard to find, the Police Department needs to purchase new radios. The department currently uses Motorola and the first two-thirds were purchased from Motorola.

The funding is coming from the Department of Justice Coronavirus grant which was accepted by Council on June 17, 2020.

The Lodi Municipal Code allows for dispensing of bids when it is in the best interest of the City to do so.

FISCAL IMPACT: Funds for this purchase are available as part of the Department of Justice Coronavirus Grant.

FUNDING AVAILABLE: Police Misc. Grants- Smalls Tools and Equipment (21699000.72359)

Sierra Brucia Chief of Police	Andrew Keys Deputy City Manager/Internal Services Director

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APPROVED: _____

Stephen Schwabauer, City Manager

Quote Number: **QU0000507020**
Effective: 02 JUN 2020
Effective To: 01 AUG 2020

Bill-To:
LODI POLICE DEPT, CITY OF
P O BOX 3006
LODI, CA 95241
United States

Ultimate Destination:
LODI POLICE DEPT, CITY OF
215 W ELM ST
LODI, CA 95240
United States

Attention:
Name: Jennelle Baker
Email: JBaker@lodi.gov
Phone: 209.333.6800x6722

Sales Contact:
Name: David Naasz
Email: DNaasz@deltawireless.com
Phone: 209.948.9611

Request For Quote: LODI POLICE DEPT.
Contract Number: HGAC
Freight terms: FOB Destination
Payment terms: CREDIT CARD PAY METHOD

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	5	H98QDD9PW5BN	APX6000 UHF R1 MODEL 1.5 PORTABLE	$2,705.00	$1,974.65	$9,873.25
1a	5	H38BT	ADD: SMARTZONE OPERATION	$1,200.00	$876.00	$4,380.00
1b	5	Q361AR	ADD: P25 9600 BAUD TRUNKING	$300.00	$219.00	$1,095.00
1c	5	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	$515.00	$375.95	$1,879.75
1d	5	H869BZ	ENH: MULTIKEY	$330.00	$240.90	$1,204.50
1e	5	Q625AX	ENH: DES,DES-XL,DES-OFB ENCRYPTION AND ADP	$599.00	$437.27	$2,186.35
1f	5	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)	-	-	-
1g	5	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	$100.00	$73.00	$365.00
1h	5	H885BK	ADD: 3Y ESSENTIAL SERVICE	$90.00	$90.00	$450.00
2	5	PMLN6802A	ACCESSORY KIT,MOLDED NYLON CARRY CASE W/SWIVEL	$55.00	$43.99	$219.95
3	5	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	$165.00	$123.75	$618.75
4	5	PMMN4069A	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55	$133.00	$106.40	$532.00
5	5	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	$163.00	$122.25	$611.25

Estimated Tax Amount $1,931.80

Total Quote in USD $25,347.60

Programming Not Included.

PLEASE MAKE PURCHASE ORDER PAYABLE TO MOTOROLA

THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be

acknowledged.

Thank you for your consideration of Motorola products.

2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
3 Purchaser will be responsible for shipping costs, which will be added to the invoice.
4 Prices quoted are valid for thirty(30) days from the date of this quote.
5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO WAIVE BID
PROCESS AND APPROVE PURCHASE OF RADIOS

==========

WHEREAS, it is important that frontline public safety staff be outfitted with reliable communication equipment to effectively relay calls for service, location, status of calls, and the status of officer safety; and

WHEREAS, the Police Department is in need of upgrading their radios due to aging technology; and

WHEREAS, the Lodi Municipal Code allows for dispensing of bids when it is in the best interest of the City to do so; and

WHEREAS, staff recommends that the City Council authorize the City Manager to waive the bid process and approve the purchase of five radios and related equipment.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to waive the bid process and approves the purchase of five new radios and related equipment from Motorola Solutions in the amount of $25,348; and,

BE IT FURTHER RESOLVED, funds in the amount of $25,348 be apportioned for the purchase as follows:

Police Misc Grants- Smalls Tools and Equipment (21699000.72359)

Date: August 19, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the Lodi City Council in a regular meeting held August 19, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

2020-____

AGENDA ITEM C-6

CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 2 to Professional Services Agreement with Delta Wireless, Inc., Stockton, Through Motorola for the Purchase and Installation of Cable Bridge for Support and Protection of UHF Antennae Cables, and Crane Services ($5,721)

MEETING DATE: August 19, 2020

PREPARED BY: Information Technology Manager

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment No. 2 to Professional Services Agreement with Delta Wireless, Inc., Stockton, through Motorola, for the purchase and installation of cable bridge for support and protection of UHF Antennae cables, and crane services, in the amount of $5,721.

BACKGROUND INFORMATION: On September 4, 2019, Council approved the purchase of the replacement radio system for Public Safety by adopting Resolution No. 2019-178. The radio system is an integral part of a Police Officer's and Firefighter's safety while on duty. The current Motorola radio system is at end of life, experiencing intermittent failures of components not supported by the manufacturer. Replacement parts salvaged from neighboring municipalities or purchased on eBay, are increasingly rare and difficult to find.

Motorola Solutions Inc., uses service zones and assigns Motorola certified authorized third party dealers to specific zones. Delta Wireless maintains the support for Motorola systems in the zone in which the City resides. Contracted by Motorola, Delta Wireless is to install the City's new UHF system. The City has entered into a Professional Services Agreement with Delta Wireless for the on-going support of the new UHF system once the manufacturer's warranty expires.

Amendment No. 2 addresses the purchase and installation of equipment and crane service not included in the original purchase. Per the current agreement, Delta Wireless, contracted by Motorola, is to install a cable bridge at the City's water tower. A cable bridge is used to protect and support radio frequency (RF) transmission lines. It needs to be constructed to support connections between the water tower structure and the shelter supporting the radio transmitters and receivers. The new antennae, being 15 feet in length, will not fit up the middle of the water tank to reach the top of the tower as initially planned. Amendment No. 2, through Delta Wireless, covers the cost of a crane and labor to hoist a new antenna on top of the water tower.

On September 4, 2019, Council adopted Resolution 2019-178 authorizing City Manager to execute Professional Services Agreement Delta Wireless, Inc., for the support of the conventional multisite radio communications system. This also included the purchase and installation of UHF equipment from Motorola. Amendment No. 1 and Resolution 2020-87 were authorized by Council on May 6, 2020 and included the purchase of radio system components that allowed Stockton Fire dispatch to be compatible with Lodi's new radio network in the amount of $53,431. If approved, Amendment No. 2 will add $5,721 to the agreement amount, for the total agreement amount of $1,649,702.

Staff recommends that the City Council authorize the City Manager to execute Amendment No. 2 to the Professional Services Agreement with Delta Wireless Inc., Stockton, through Motorola, for the purchase and

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APPROVED: _____
Stephen Schwabauer, City Manager

installation of a cable bridge for the support and protection of coaxial UHF antennae cables and the use of a crane to hoist the 15 foot antennae to the top of the water tower in the amount of $5,721.

FISCAL IMPACT: The City is reliant on a functional radio system for use by Public Safety. Funding for the amendment split between Police Department and Fire Department.

FUNDING AVAILABLE:

Police Department	10030001.72369	$2860.50
Fire Department	10041000.72359	$2860.50

Benj

Benjamin Buecher, IT Manager

Andrew Keys

Andrew Keys, Deputy City Manager

Attachments

AMENDMENT NO. 2

MOTOROLA SOLUTIONS AND DELTA WIRELESS
AGREEMENT TO PURCHASE REPLACEMENT ULTRA HIGH FREQUENCY (UHF)
CONVENTIONAL MULTISITE RADIO COMMUNICATIONS SYSTEMS

THIS AMENDMENT NO. 2 TO AGREEMENT, is made and entered this ____ day of _____, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and DELTA WIRELESS INC., (hereinafter "CONTRACTOR").

W I T N E S S E T H:

1. WHEREAS, CONTRACTOR and CITY entered into a Communications Systems and Services Agreement and Professional Services Agreement on October 3, 2019 and Amendment 1 on May 6, 2020 (collectively the "Agreement"),as set forth in Exhibit 1 and made a part hereof; and

2. WHEREAS, CITY requested to amend said Agreement to include the purchase and installation of equipment and perform services as outlined in Exhibit 2 and increase the cost by $5,721 for a total cost not to exceed $1,649,702; and

3. WHEREAS, CONTRACTOR agrees to said amendments; and

4. WHEREAS, all other terms and conditions of the Agreement remain unchanged.

NOW, THEREFORE, the parties agree to amend the Agreement to increase the fees by $5,721 for a total not to exceed of $1,649,702 as set forth in Exhibit 2. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 on the date and year first above written.

CITY OF LODI, a municipal corporation

_____
STEPHEN SCHWABAUER
City Manager

Attest:

_____
JENNIFER CUSMIR
City Clerk

Approved as to Form:

_____
JANICE D. MAGDICH
City Attorney

DELTA WIRELESS INC.

_____
NAME:
Title:

Signature:

Email: bbuecher@lodi.gov

Signature: Andrew Keys

Email: akeys@lodi.gov

SECTION 9

CONTRACTUAL DOCUMENTATION

9.1 COMMUNICATIONS SYSTEM AND SERVICES AGREEMENT

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola Solutions") and The City of Lodi ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola Solutions will sell the System and Services, as described below. Motorola Solutions and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Solutions Software License Agreement"
Exhibit B "Payment"
Exhibit C Technical and Implementation Documents
- C-1 "System Description" dated June 21, 2019
- C-2 "Pricing Summary & Equipment List" dated June 21, 2019
- C-3 "Implementation Statement of Work" dated June 21, 2019

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and the applicable Addendum containing terms specific to such service. Such Addendums will be labeled with the name of the service being purchased.

1.3 In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the

Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment Schedule" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola Solutions prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"**Derivative Proprietary Materials**" means derivatives of the Proprietary Materials that Motorola Solutions may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola Solutions provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola Solutions under this Agreement. Equipment that is part of the System is described in the Equipment List.

"**Feedback**" means comments or information, in oral or written form, given to Motorola Solutions by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Solutions Software" means software that Motorola Solutions or its affiliated companies owns.

"Non-Motorola Solutions Software" means software that a party other than Motorola Solutions or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola Solutions has developed prior to, or independently from, the provision of the Services and/or which Motorola Solutions licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola Solutions under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola Solutions or another party.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola Solutions; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software Support Policy" ("SwSP") means the policy set forth at http://www.motorolasolutions.com/softwarepolicy describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Solutions Software. This policy may be modified from time to time at Motorola Solutions' discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola Solutions under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola Solutions, its vendors or other data sources and data that has been manipulated or retrieved using Motorola Solutions know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola Solutions' Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"**System Data**" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola Solutions will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola Solutions will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Solutions Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at https://businessonline.motorolasolutions.com and the MOL telephone number is (800) 814-0601.

3.5. MOTOROLA SOLUTIONS SOFTWARE. Any Motorola Solutions Software, including subsequent releases, is licensed to Customer solely in accordance with the Motorola Solutions Software License Agreement in Exhibit A ("Software License Agreement"). Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOLUTIONS SOFTWARE. Any Non-Motorola Solutions Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola Solutions the right to sublicense the Non-Motorola Solutions Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola Solutions makes no representations or warranties of any kind regarding Non-Motorola Solutions Software. Non-Motorola Solutions Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola Solutions may substitute any Equipment, Software, or services to be provided by Motorola Solutions, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Motorola Solutions which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola Solutions agrees to continue Services beyond the Term, Customer's issuance and Motorola Solutions' acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. MAINTENANCE, SUPPORT, AND SUA SERVICES. During the Warranty Period, in addition to warranty services, Motorola Solutions will provide maintenance Services for the Equipment and support for the Motorola Solutions Software pursuant to the Statement of Work set forth in the Maintenance and Support Addendum. Support for the Motorola Solutions Software will be in accordance with Motorola Solutions' established Software Support Policy. Copies of the SwSP can be found at http://www.motorolasolutions.com/softwarepolicy and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. If Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola Solutions will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the Parties in writing, the terms and conditions in this Agreement applicable to the maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal. These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola Solutions' proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola Solutions' proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola Solutions data viewed or accessed by Customer will remain Motorola Solutions' property and will be deemed Confidential Information. This Confidential Information will be promptly returned at Motorola Solutions' request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola Solutions for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola Solutions. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola Solutions upon request. Such property will be held by Customer for Motorola Solutions' use without charge and may be removed from Customer's premises by Motorola Solutions at any time without restriction. Upon termination of the Agreement for any reason, Customer shall return to Motorola Solutions all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola Solutions or its subcontractors without the prior written authorization of Motorola Solutions. This provision applies only to those employees of Motorola Solutions or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information

that Customer provides to Motorola Solutions concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola Solutions to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola Solutions may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this section.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola Solutions' ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola Solutions recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola Solutions from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola Solutions may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola Solutions and Motorola Solutions retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola Solutions outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola Solutions to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that Customer will appropriate funds according to the Payment Schedule. The Customer will pay all invoices as received from Motorola Solutions and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $ 1,201,590 . If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola Solutions has priced the Services, Software, and Equipment as an integrated System. A reduction in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola Solutions will submit invoices to Customer according to the Payment schedule in Exhibit B. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola Solutions within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola Solutions will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola Solutions will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:
Name: CITY of Lodi c/o BENJAMIN Buecher
Address: 221 W. PINE STREET LODI, CA 95240
Phone: 209-333-5548
Email: bbuecher@Lodi.gov

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name: CITY of Lodi c/o BENJAMIN Buecher
Address: 221 W PINE STREET, LODI, CA 95240

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name: CITY of Lodi c/o BENJAMIN Buecher
Address: 221 W. PINE STREET, LODI, CA 95240
Phone:

Customer may change this information by giving written notice to Motorola Solutions.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola Solutions so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola Solutions may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola Solutions may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola Solutions to Customer will be described in the applicable Statement of Work. Customer will notify Motorola Solutions immediately if a date change for a scheduled training program is required. If Motorola Solutions incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola Solutions may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola Solutions will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola Solutions a written notice that includes the specific details of the failure. If Customer does not provide to Motorola Solutions a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola Solutions' ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola Solutions' prior written authorization, which will not be unreasonably withheld. Motorola Solutions is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola Solutions represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola Solutions is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola Solutions which is attached to or used in connection with the System or for reasons or parties beyond Motorola Solutions' control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola Solutions warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola Solutions' control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola Solutions warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after

Use or disclosure of this proposal is subject to the restrictions on the cover page.

shipment of the Motorola Solutions Software by events or causes beyond Motorola Solutions' control, this warranty expires eighteen (18) months after the shipment of the Motorola Solutions Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.** TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola Solutions; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola Solutions warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola Solutions to Customer (collectively, "recommendations"). Motorola Solutions makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola Solutions in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola Solutions will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola Solutions will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Solutions Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Solutions Software. These actions will be the full extent of Motorola Solutions' liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola Solutions to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola Solutions may invoice Customer for responding to the claim on a time and materials basis using Motorola Solutions' then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola Solutions.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola Solutions to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOLUTIONS SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola Solutions for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola Solutions or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan.

If Customer is the defaulting Party, Motorola Solutions may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola Solutions reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola Solutions with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola Solutions for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola Solutions. Motorola Solutions will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola Solutions, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola Solutions prompt, written notice of any claim or suit. Customer will cooperate with Motorola Solutions in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola Solutions' general indemnification of Customer from liabilities that are in any way related to Motorola Solutions' performance under this Agreement. Notwithstanding, this obligation does not apply if Motorola Solutions is entitled to immunity under the NG911 Act of 2012.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola Solutions harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola Solutions to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola Solutions gives Customer prompt, written notice of any the claim or suit. Motorola Solutions will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola Solutions from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola Solutions will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola Solutions or the Motorola Solutions Software ("Motorola Solutions Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola Solutions' duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola Solutions in writing of the Infringement Claim; Motorola Solutions having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola Solutions cooperation and, if requested by Motorola Solutions, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola Solutions' obligation to defend, and subject to the same conditions, Motorola Solutions will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola Solutions in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola Solutions' opinion is likely to occur, Motorola Solutions may at its option and expense: (a) procure for Customer the right to continue using the Motorola Solutions Product; (b) replace or modify the Motorola Solutions Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Solutions Product and grant Customer a credit for the Motorola Solutions Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola Solutions will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Solutions Product with any software, apparatus or device not furnished by Motorola Solutions; (b) the use of ancillary equipment or software not furnished by Motorola Solutions and that is attached to or used in connection with the Motorola Solutions Product; (c) Motorola Solutions Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Solutions Product by a party other than Motorola Solutions; (e) use of the Motorola Solutions Product in a manner for which the Motorola Solutions Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Solutions Software that is intended to correct the claimed infringement. In no event will Motorola Solutions' liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola Solutions from Customer from sales or license of the infringing Motorola Solutions Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola Solutions' entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola Solutions has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola Solutions' total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation Services with respect to which losses or damages are claimed. With respect to all non-implementation Services and unless as otherwise provided under the applicable Addenda, Motorola Solutions' total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA SOLUTIONS WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY Motorola Solutions PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola Solutions' Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or

other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA SOLUTIONS' PROPRIETARY RIGHTS. Motorola Solutions, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Solutions Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola Solutions in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola Solutions, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola Solutions does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola Solutions' Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola Solutions will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola Solutions be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data""), and grants to Motorola Solutions the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola Solutions owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola Solutions. Motorola Solutions will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola Solutions' receipt of the Feedback does not imply or create recognition by Motorola Solutions of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and

improvements made to Motorola Solutions products or services conceived of or made by Motorola Solutions that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola Solutions and all right, title and interest in and to such fixes, modifications or improvements to the Motorola Solutions product or service will vest solely in Motorola Solutions.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola Solutions is required to pay any of these taxes, Motorola Solutions will send an invoice to Customer and Customer will pay to Motorola Solutions the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola Solutions will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola Solutions may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola Solutions separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola Solutions may, without the prior written consent of the other Party and at no additional cost to Motorola Solutions, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola Solutions and its affiliates, to the extent applicable) following the Separation Event. Motorola Solutions may subcontract any of the work, but subcontracting will not relieve Motorola Solutions of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola Solutions might assist Customer in the preparation of its FCC license applications, neither Motorola

Solutions nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.10. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola Solutions will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola Solutions System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola Solutions' ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola Solutions provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola Solutions will be entitled to bill Customer and Customer will pay Motorola Solutions on a time and materials basis for resolving the issue.

17.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Solutions Software); Section 3.6 (Non-Motorola Solutions Software); if any payment obligations exist, Sections 6.1 and 6.2 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.12. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

By: _____

Name: Travis Boettcher

Title: Vice President

Date: 9/18/19

Customer

By: _____

Name: Stephen Schwabauer

Title: City Manager

Date: Sept. 30, 2019

Approved as to Form:

JANICE D. MAGDICH
City Attorney

ATTEST:

JENNIFER M. FERRAIOLO
City Clerk

Exhibit A

MOTOROLA SOLUTIONS SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Solutions Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola Solutions"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola Solutions to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola Solutions; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola Solutions and Licensee enter into this Agreement in connection with Motorola Solutions' delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola Solutions is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola Solutions grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola Solutions' copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola Solutions will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola Solutions' proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola Solutions in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola Solutions of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola Solutions at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola Solutions or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola Solutions is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola Solutions and the Auditor will be kept in strict confidence by Motorola Solutions and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola Solutions, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola Solutions or another party, or any improvements that result from Motorola Solutions' processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola Solutions in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola Solutions, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola Solutions' shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola Solutions warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola Solutions solely with reference to the Documentation. Motorola Solutions does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola Solutions makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola Solutions.

6.2 Motorola Solutions' sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola Solutions cannot correct the defect within a reasonable time, then at Motorola Solutions' option, Motorola Solutions will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola Solutions disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola Solutions knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola Solutions disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola Solutions' prior written consent. Motorola Solutions' consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola Solutions' radio products and Licensee transfers ownership of the Motorola Solutions radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola

Solutions' FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola Solutions upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola Solutions, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola Solutions.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola Solutions that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola Solutions or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola Solutions made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola Solutions for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola Solutions may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola Solutions software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola Solutions' valuable proprietary and Confidential Information and are Motorola Solutions Solutions' trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola Solutions and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola Solutions may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola Solutions and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola Solutions uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola Solutions will take the steps set forth in Section 6 of this Agreement.

SUA ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of SUA II services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Agreement.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

2. SCOPE

Motorola will provide SUA Services as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.2 SUA SERVICES

3.2.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for SUA services and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.2.2 The Software License Agreement included as Exhibit A to the Agreement applies to any Motorola Software provided as part of the SUA transactions.

3.2.3 The term of this Addendum is 10 years, commencing on_____, 201__. The SUA Price for the 10 years of services is $ 381,333 excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the SUA is a subscription service as more fully described in the applicable SUA Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.4 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Amendment is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long

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as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.5 Acceptance of a SUA transaction occurs when the Equipment (if any) and Software are delivered and the SUA services are fully performed; there is no Acceptance Testing with a SUA transaction.

3.2.6 The Warranty Period for any Equipment or Motorola Software provided under a SUA transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for SUA services is set forth in the SUA Statement of Work.

3.2.7 In addition to the description of the SUA services and exclusions provided in the SUA Statement of Work, the following apply:

a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.

b) SUA services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

c) Unless specifically included in this Addendum or the SUA Statement of Work, SUA services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the SUA services.

3.2.8 The SUA annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.9 If Customer terminates this service and contractual commitment before the end of the 10 year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the 10 year commitment.

3.2.10 SUA INFLATION ADJUSTMENT. After the end of the first year of the SUA service period in this Addendum, if the change in the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U) annual index for each SUA year exceeds five percent (5%), the price for the coming year's services will increase by an incremental dollar amount per the following formula: Current year's maintenance price * (actual change in the CPI - 5 percentage points). The successive year's service will increase from this new baseline by the dollar amount as described in the Pricing Exhibit. This adjustment will be calculated 60 days prior to the 12th/24th/36th, etc. anniversary of the end of the last service period in this Addendum. It will be calculated based upon the CPI for the most recent twelve month increments beginning from the most current month available as posted by the U.S. Department of Labor. The price adjustment would fix the price for the following 12 months.

4. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END

Exhibit B

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola Solutions within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable Addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**
2. **60% of the Contract Price due upon shipment of Equipment from Staging;**
3. **10% of the Contract Price due upon Installation of Equipment; and**
4. **5% of the Contract Price due upon Final Project Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola Solutions may make partial shipments of Equipment and will request payment upon shipment of such Equipment. In addition, Motorola Solutions will invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the Equipment shipped/services performed will be determined by the value of the shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall System package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber Equipment values to total Contract Price. Overdue invoices will bear simple interest at the maximum allowable rate.

For Lifecycle Support Plan and Subscription Based Services:
Motorola Solutions will invoice Customer annually in advance of each year of the plan.

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EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola Solutions and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative:	Motorola Solutions Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola Solutions has provided and Customer has received all deliverables, and Motorola Solutions has performed all other work required for Final Project Acceptance.

Customer Representative:	Motorola Solutions Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SECTION 7

SYSTEM UPGRADE AGREEMENT II (SUA II)

In order to keep the City of Lodi LMR system current, Motorola Solutions offers the System Upgrade Agreement II (SUA II). This is a complete package of hardware, software, and professional services required to update the City of Lodi ASTRO 25 system up to once in a two-year period to a level consistent with the latest system release shipping from the factory.

Updates to software (and occasionally) hardware components ensure ongoing availability of repair services support, system expansion (e.g. addition of RF sites, dispatch positions, data sub-systems, or network management positions), and the latest cyber security protection. The SUA II provides a consistent, budgeted solution that delivers complete update coverage while transferring risk associated with integrating future (unknown today) technology to Motorola Solutions.

Included features

Features Descriptions	SUA II
Incremental Software Enhancements (Bug Fixes)	✓
Software Release Updates	✓
Hardware Refresh	✓
Factory-certified integration, testing, and supply chain management of new software (SW) and hardware (HW) components	✓
Professional implementation services to upgrade your live system	✓

As system releases become available, Motorola Solutions will provide you with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for your ASTRO 25 system.

Hardware updates include version updates and/or replacements for Motorola Solutions' field replaceable units (FRU) and third-party networking and computing hardware when required by the software release. Platform migration like replacement of Gold Elite consoles and QUANTAR base radios are not included in this update.

- System releases include commercial OS and application software updates as well as Motorola Solutions certified software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
- Implementation services include factory integration and testing of new HW and SW components, upgrade planning, and Motorola Solutions personnel at the City of Lodi site to execute upgrade.

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The table below summarizes annual SUA II pricing for ten years, providing up to five upgrades in that ten-year period. The City of Lodi will make payments to Motorola Solutions annually in advance of each defined yearly cycle. The initial payment will be billed upon the contract effective date, and annually thereafter. The annual pricing summary is defined below. Payments are due within thirty (30) days after the date of each invoice. The City of Lodi will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following payment schedule.

The 10 Year SUA II for the City of Lodi P25 System:
- **1 K2 Core Master Site**
- **5 Position MCC 7500 Dispatch Center**
- **Lodi RF Channels, Prime Sites and Voting Systems - PD1, PD2 (6 Sites)**
- **Lodi RF Channels, Prime Sites and Voting Systems - FD1, FD2, FD3 (6 Sites)**

Motorola Solutions is pleased to provide the following 10 Year SUA II Upgrade services to the City of Lodi (tax not included):

10 Year SUA II

SUA II	YEAR 1 2020	YEAR 2 2021	YEAR 3 2022	YEAR 4 2023	YEAR 5 2024
SUA II List Price	$41,307	$41,525	$41,750	$41,980	$42,219
Multi-Year Agreement Discount	($4,131)	($4,153)	($4,175)	($4,198)	($4,222)
City of Lodi SUA II Discounted Total (Tax not Included)	$37,176	$37,373	$37,575	$37,782	$37,997

10 Year SUA II (cont.)

SUA II	YEAR 6 2025	YEAR 7 2026	YEAR 8 2027	YEAR 9 2028	YEAR 10 2029
SUA II List Price	$42,464	$42,716	$42,977	$43,245	$43,521
Multi-Year Agreement Discount	($4,246)	($4,272)	($4,298)	($4,324)	($4,352)
City of Lodi SUA II Discounted Total (Tax not Included)	$38,217	$38,445	$38,679	$38,920	$39,169

California sale tax will be applied to the hardware totals for each SUA II upgrade at the time of the upgrade due to unknown prior equipment required for a particular upgrade.

SUA II Pricing shall remain valid
for 120 days from the Cover Letter.

SECTION 8

PRICING

In November 2015, Motorola Solutions provided a proposal to the Lodi Police Department for a P25 UHF Radio System Upgrade. The City of Lodi proposal includes the previous proposal scope and deliverables with the addition of the following:

2015 Upgrade Proposal	2019 Upgrade Proposal

Prime Sites

Lodi PD Tower Prime Site	Lodi PD Tower Prime Site
4 GCM8000 Comparator Modules (two modules per Chassis)	3 GCM 8000 Comparator Modules (2 modules per Chassis) for the LPD1, LFD1, and LFD3 Digital Conventional UHF System
2 Conventional Channel Gateways (Included in separate proposal for K2-Core)	2 Prime Site Gateways
2 Prime Site Gateways	2 Ethernet LAN Switches
2 Ethernet LAN Switches	

Water Tower Prime Site	Water Tower Prime Site
No Voting Equipment - No Redundant Comparator	2 GCM 8000 Comparator Modules (2 modules per Chassis) for the LPD2 and LFD2 Digital Conventional UHF System
	2 Prime Site Gateways
	2 Ethernet LAN Switches

RF Sites

Lodi PD Tower RF Subsite (Co-located with Prime Site)	Lodi PD Tower RF Subsite (Co-located with Prime Site)
2 GTR8000 UHF Conventional Base Stations	3 GTR8000 UHF Digital Conventional Base Stations
2 GPW8000 UHF Conventional Receivers	1 UHF 3 Channel-Transmitter Combiner
1 UHF Transmitter Combiner	2 UHF PIM-Rated Antenna with associated cabling
2 UHF PIM-Rated Antennas with associated cabling	1 UHF Receive Multicoupler
2 Switches	1 UHF Receive Filter
2 Routers	1 UPS

Water Tower RF Subsite (Co-located with Prime Site)	Water Tower RF Subsite (Co-located with Prime Site)
1 Outdoor Equipment Enclosure	1 Outdoor Equipment Enclosure with 7.0'rack
2 Site Gateways	2 Site Gateways
2 Ethernet LAN Switches	2 Ethernet LAN Switches
2 GTR8000 UHF Conventional Base Stations	2 GTR8000 UHF Digital Conventional Base Stations

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1 UHF 2-Channel Duplexer	1 UHF 2 Channel -Transmit Combiner
1 UHF PIM-Rated Antenna with associated cabling	1 UHF Transmit Filter
	1 UHF Receive Multicoupler
	1 UHF Receive Filter
	1 UHF PIM-Rated Dual Feed Antenna with two (2) lines for transmit and receive
	1 UPS

Fire Station 2 Receive Only Subsites	**Fire Station 2 Receive Only Subsites**
1 Site Gateway	1 Site Gateway
1 Ethernet LAN Switch	1 Ethernet LAN Switch
2 GPW8000 UHF Conventional Receivers	5 GPW8000 UHF Digital Conventional Receivers
No Antenna and Line	1 UHF Receive Multicoupler
	1 UHF Receive Filter
	1 UHF PIM-Rated Antenna with associated cabling
	1 UPS

Fire Station 3 Receive Only Subsites	**Fire Station 3 Receive Only Subsites**
1 Site Gateway	1 Site Gateway
1 Ethernet LAN Switch	1 Ethernet LAN Switch
2 GPW8000 UHF Conventional Receivers	5 GPW8000 UHF Digital Conventional Receivers
1 Antenna and antenna line	1 UHF Receive Multicoupler
	1 UHF Receive Filter
	1 UHF PIM-Rated Antenna with associated cabling
	1 UPS

Fire Station 4 Receive Only Subsites	**Fire Station 4 Receive Only Subsites**
1 Site Gateway	1 Site Gateway
1 Ethernet LAN Switch	1 Ethernet LAN Switch
2 GPW8000 UHF Conventional Receivers	5 GPW8000 UHF Digital Conventional Receivers
	1 UHF Receive Multicoupler
	1 UHF Receive Filter
	1 UHF PIM-Rated Antenna with associated cabling
	1 UPS

Well Site Receive Only Subsite	**Well Site Receive Only Subsite**
4 GPW8000 UHF Conventional Receivers	1 Site Gateway
1 Site Gateway	1 Ethernet LAN Switch
1 Ethernet LAN Switch	5 GPW8000 UHF Conventional Receivers
No Antenna and Line	1 UHF Receive Multicoupler
	1 UHF Receive Filter
	1 UHF PIM-Rated Antenna with associated cabling
	1 UPS

Use or disclosure of this proposal is subject to the restrictions on the cover page.

Motorola Solutions is pleased to provide the following equipment and services to the City of Lodi:

Equipment and Services	Pricing
City of Lodi Equipment	$645,847
City of Lodi HGAC Equipment Discount	($104,419)
City of Lodi HGAC Discounted Equipment	$541,428
City of Lodi System Implementation	$705,936
City of Lodi Tax (Equipment Only) 8.25%	$44,668
City of Lodi Total System	$1,292,032
City of Lodi Customer Loyalty Discount	($90,442)
City of Lodi Grand Total with Loyalty Incentive	$1,201,590

Payment Terms: (if not Financed through Motorola Solutions)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**
2. **60% of the Contract Price due upon shipment of Equipment from Staging;**
3. **10% of the Contract Price due upon installation of Equipment**
4. **5% of the Contract Price due upon Final Project Acceptance**

8.1 FINANCING OPTIONS

Motorola Solutions, Inc.

Date: **June 19, 2019**

Financing proposal for: **City of Lodi, CA**

Communications System Financing Proposal

Motorola Solutions Credit Company LLC is pleased to submit the following proposal for the financing of your Motorola Solutions Communications P-25 solution in accordance with the terms and conditions outlined below:

Transaction Type: Municipal Lease-Purchase Agreement

Lessor: Motorola Solutions, Inc. (or its Assignee)

Lessee: **City of Lodi, CA**

Amount: $1,201,590.00
Down Payment: $0.00
Balance to Finance: $1,201,590.00

Equipment: As per the Motorola Solutions equipment proposal.

Title: Title to the equipment will vest with the Lessee.

Insurance: Lessee will be responsible to insure the equipment as outlined in the lease contract.

Taxes: Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	Option One	Option Two	Option Three
Lease Term:	Five Years	Seven Years	Ten Years
Payment Frequency:	Annual	Annual	Annual
Payment Structure:	Arrears	Arrears	Arrears
Lease Rate:	2.90%	2.86%	3.13%
Lease Factor:	0.217705	0.159688	0.117984
Lease Payment:	$261,592.68	$191,879.53	$141,768.65

Payment Commencement:	First payment due one year after contract execution.
Expiration:	This interest rate methodology is valid for all leases commenced by 7/30/2019
Five year average life:	**1.80%**
Seven year average life:	**1.79%**
Ten year average life:	**1.83%**
Qualifications:	Receipt of a properly executed documentation package.
	Lessee qualifies as a political subdivision or agency of the State as defined in the Internal Revenue Code of 1986. The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.
	Receipt of a copy of the last years audited financial statements and current year's budget from the Lessee.
	This proposal should not be construed as a commitment to finance. It is subject to final Motorola Solutions credit committee approval. This quote is based on the general level of interest rates, primarily U.S. Treasury Bills of like term maturity. Any movement in those rates in excess of 10 basis points will result in the revision of this quote.
Documentation:	Municipal Equipment Lease Purchase Agreement
	Opinion of Counsel
	Schedule A / Equipment List
	Schedule B / Amortization Schedule
	8038G
	UCC-1
	Certificate of Incumbency
	Statement of Essential Use/Source of Funds
	Evidence of Insurance or Statement of Self Insurance
	Resolution from governing body authorizing the execution of the Lease

MOTOROLA SOLUTIONS

CITY OF LODI

P25 RF SYSTEM UPGRADE **JUNE 21, 2019**

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions

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MOTOROLA SOLUTIONS

Motorola Solutions
10680 Treena Street, Suite #200
San Diego, CA. 92131
USA

June 21, 2019

Benjamin Buecher
Information Technology Department
221 W. Pine St.
Lodi, CA. 95240

Subject: P25 Radio System Upgrade

Dear Mr. Buecher:

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide the City of Lodi with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, Motorola Solutions response includes a combination of hardware, software, and services. Specifically, this solution is for the P25 Radio System Upgrade and provides:

- Police Department – PD 1 and PD 2 UHF P25 Radio System Upgrade with UPS
- Fire Department – FD 1, FD 2 and FD 3 UHF P25 Radio System Upgrade with UPS

This proposal is subject to the enclosed Communications System and Services Agreement (CSSA), together with its Exhibits. This proposal shall remain valid for a period of 120 days from the date of this cover letter. the City of Lodi may accept the proposal by delivering to Motorola Solutions the CSSA signed by your the City Lodi representative. Alternatively, Motorola Solutions would be pleased to address any concerns the City of Lodi may have regarding the proposal. Any questions can be directed to your Motorola Solutions Account Executive, Mike Marraccini, at (916) 201-5670 or to your Manufacturer's Representative Cheri Lynn Eklund at (925) 453-1837.

We thank you for the opportunity to furnish the City of Lodi with "best in class" solutions and we hope to continue our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,
Motorola Solutions, Inc.

Micah Applewhite
MSSSI Vice President

SECTION 1

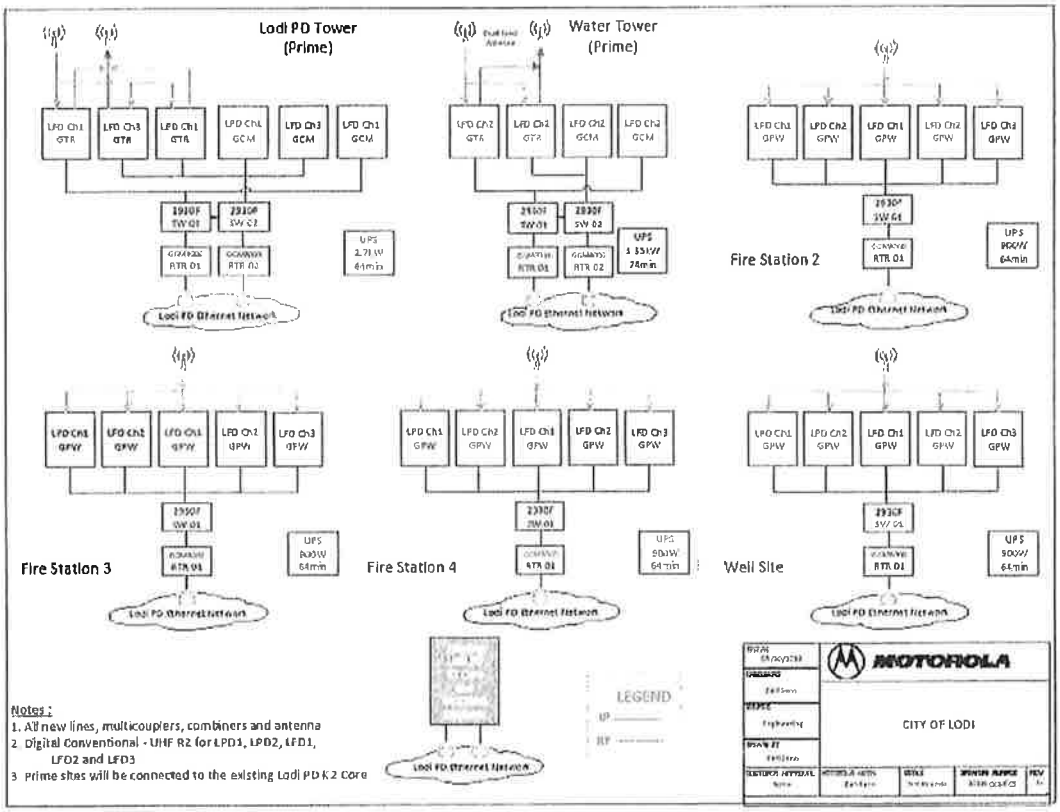
SYSTEM DESCRIPTION

1.1 CONVENTIONAL VOTING SYSTEM

Motorola Solutions is pleased to provide the City of Lodi with the following proposal for the replacement of the UHF conventional multisite voting voice communication systems. As your existing equipment continues to age and more parts become obsolete, Motorola Solutions understands the importance of replacing your existing systems to maintain your organization's mission critical operations.

1.2 SYSTEM BLOCK DIAGRAM

A system block diagram for this proposal is shown below.



1.2.1 Prime Site

In the proposed voting system, each channel's receivers are connected to a comparator at the prime site via an IP network (through an IP/Ethernet connection from the comparator to a site LAN switch). There will be two (2) prime sites which consist of the following components:

Lodi PD Tower Prime Site

- Three (3) GCM 8000 Comparator Modules (2 modules per Chassis) for the LPD1, LFD1 and LFD3 Digital Conventional UHF System
- Two (2) Prime Site Gateways
- Two (2) Ethernet LAN Switches

Water Tower Prime Site

- Two (2) GCM 8000 Comparator Modules (2 modules per Chassis) for the LPD2 and LFD2 Digital Conventional UHF System
- Two (2) Prime Site Gateways
- Two (2) Ethernet LAN Switches

The GCM 8000 Comparator communicates with the remote base stations and receivers over an IP-based network. Each site connects to a backhaul switch at the master site. Up to 15 remote subsites, including a single co-located subsite, can be supported.

Since GCM 8000 is an IP Comparator, the prime site can be located anywhere in the system. The GCM 8000 are also separated in two (2) locations to ensure diversity. This proposal also assumes that the prime sites are co-located RF sites. These sites have redundant site links to the master site backhaul switches.

1.2.2 RF Sites

Lodi PD Tower RF Subsite (Co-located with Prime Site)

In order to satisfy the requirement for transmitter diversity, Motorola Solutions is proposing a design where the transmitters are split between the Lodi PD Tower site and the Water Tower site. Lodi PD Channel 2 (LPD2) and Lodi FD Channel 2 (LFD2) will have GTR8000 base stations transmitting at the Water Tower site; whereas, Lodi PD Channel 1 (LPD1), Lodi FD Channel 1 (LFD1) and Lodi FD Channel 3 (LFD3) will have GTR 8000 base stations transmitting at the Lodi PD Tower RF Subsite.

The following equipment is included for the Lodi PD RF Subsite:

- Three (3) GTR8000 UHF Digital Conventional Base Stations
- One (1) UHF 3-Transmitter Combiner
- Two (2) UHF PIM-Rated Antenna with associated cabling
- One (1) Receive Multicoupler
- One (1) UHF Receive Filter

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Since they are co-located, the GTR8000 Base Stations will connect directly to the Prime Site Ethernet LAN Switches at this site.

Water Tower RF Subsite (Co-located with Prime Site)

The Water Tower site will be used to provide transmitter diversity. The tower at this site can only accommodate an antenna at the top. Motorola Solutions is proposing the use of a 2-Channel transmit combiner and one (1) dual feed antenna at this site. The two GTR 8000s at this site will transmit and receive on LPD2 and LFD2. This site will have redundant site links to the master site back haul switches.

The following equipment is included for the Water Tower RF Subsite:

- One (1) Outdoor Equipment Enclosure with 7.0'rack
- Two (2) Site Gateways
- Two (2) Ethernet LAN Switches
- Two (2) GTR8000 UHF Digital Conventional Base Stations
- One (1) UHF 2-Transmit Combiner
- One (1) UHF Transmit Filter
- One (1) UHF Receive Multicoupler
- One (1) UHF Receive Filter
- One (1) UHF PIM-Rated Dual Feed Antenna with two (2) lines for transmit and receive

Fire Station 2, Fire Station 3, Fire Station 4 and Well Site Receive Only Subsites

The following equipment are included for all the Fire Station Receive-Only Subsites:

- One (1) Site Gateway
- One (1) Ethernet LAN Switch
- Five (5) GPW8000 UHF Digital Conventional Receivers
- One (1) UHF Receive Multicoupler
- One (1) UHF Receive Filter
- One (1) UHF PIM-Rated Antenna with associated cabling

These sites will only have receivers for LPD1, LPD2, LFD1, LFD2 and LFD3. It will have a single site link to one of the backhaul switches at the prime sites.

Use or disclosure of this proposal is subject to the restrictions on the cover page.

1.3 DESIGN ASSUMPTIONS

Motorola Solutions has made several assumptions in preparing this proposal, which are noted below.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
  - Motorola Solutions has proposed 7.5' racks for all sites except the Water Tower where a 7.0' rack is proposed. The Well Site will re-use the existing outdoor cabinet.
- All existing sites or equipment locations will have adequate electrical power (and backup power, if necessary) in the proper phase and voltage and site grounding to support the requirements of the system described.
  - Demarcation is the Motorola Solutions proposed hardware itself.
  - UPS with at least 60-minute runtime per site are included in this proposal.
  - The power loading of the UPS was designed to accommodate only Motorola Solutions supplied equipment.
- Any site/location upgrades, modifications or licensing are the responsibility of the City of Lodi.
- All required approved local, State or Federal, FAA, and any other permits as may be required for the installation and operation of the proposed equipment are the responsibility of the City of Lodi.
- Any required system interconnections not specifically outlined here will be provided by the City of Lodi. These may include dedicated phone circuits, microwave links, Ethernet links or other types of connectivity.
- The required bandwidth between the RF sites to the Prime site is at least 2Mbps while the bandwidth between the Prime sites to the Master site at Lodi PD Tower is at least 2.6Mbps.
- All network link testing will be performed according to Y.1564 standard.
- Any applicable frequencies and FCC licensing will be the responsibility of the City of Lodi.
- Any necessary demarcation points are defined as the Motorola Solutions provided equipment. This includes demarcation for the following services:
  - AC/DC Power & Circuits
  - Backup Power
  - Grounding
  - Communication Circuits and backhaul links between sites
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions provided equipment except for interference that is directly caused by the Motorola Solutions provided transmitter(s) to the Motorola Solutions provided receiver(s). Should The City of Lodi's system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Standard Spares for the RF Base Stations are included in this proposal.
- Antenna, combining equipment and lines are included in this proposal as follows:
  - A UHF R2 combiner and multicoupler are included to support the all the UHF R2 repeaters and receivers
  - 6dBd Omni antenna 450-470MHz are proposed for the Lodi PD Tower
  - 2.5dBd dual feed Omni antenna 406-512MHz is proposed for the Water Tower
  - 6dBd Omni antenna 450-512MHz are proposed for all receiver sites (Fire Station 2, Fire Station 3, Fire Station 4 and Well site)
- A total of 8 antenna lines are proposed. Breakdown of antenna lines are as follows:
  - Lodi PD Tower: 2 antenna lines

- Water Tower: 2 antenna lines
- Fire Station 2: 1 antenna line
- Fire Station 3: 1 antenna line
- Fire Station 4: 1 antenna line
- Well Site: 1 antenna line

- 7/8" AVA coax is provided for each antenna lines at the Lodi PD Tower and Water Tower
- 1/2" LDF4 coax is provided for each antenna lines at the Fire Station 2, Fire Station 3, Fire Station 4 and Well Site.
- City of Lodi is responsible for providing an appropriate antenna mounting structure and coax/cable pathways to the equipment room racks. Motorola Solutions has also assumed a standard over the ground coax installation.
- This proposal does not take into consideration any 3rd party interfaces including paging, CAD, 911 and telephony (if applicable) will be addressed outside of the scope of this proposal.

SECTION 2

STATEMENT OF WORK

Motorola Solutions is proposing to the City of Lodi the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Lodi Police Department Tower (Transmit Prime Site 1)	Lodi PD CH 1 Repeater and Voting System Lodi FD CH 1 Repeater and Voting System Lodi FD CH 3 Repeater and Voting System Antenna System UPS System (1 Hr.)
Water Tower (Transmit Prime Site 2)	Lodi PD CH 2 Repeater and Voting System Lodi FD CH 2 Repeater and Voting System Antenna System UPS System (1 Hr.)
Fire Station 2 (Receive Only Site 3)	Lodi PD CH 1 Receiver Lodi PD CH 2 Receiver Lodi FD CH 1 Receiver Lodi FD CH 2 Receiver Lodi FD CH 3 Receiver Antenna System UPS System (1 Hr.)
Fire Station 3 (Receive Only Site 4)	Lodi PD CH 1 Receiver Lodi PD CH 2 Receiver Lodi FD CH 1 Receiver Lodi FD CH 2 Receiver Lodi FD CH 3 Receiver Antenna System UPS System (1 Hr.)
Fire Station 4 (Receive Only Site 5)	Lodi PD CH 1 Receiver Lodi PD CH 2 Receiver Lodi FD CH 1 Receiver Lodi FD CH 2 Receiver Lodi FD CH 3 Receiver Antenna System UPS System (1 Hr.)
Well Site (Receive Only Site 6)	Lodi PD CH 1 Receiver Lodi PD CH 2 Receiver Lodi FD CH 1 Receiver Lodi FD CH 2 Receiver Lodi FD CH 3 Receiver Antenna System UPS System (1 Hr.)

Use or disclosure of this proposal is subject to the restrictions on the cover page.

The document delineates the general responsibilities between Motorola Solutions and the City of Lodi as agreed to by contract.

2.1 MOTOROLA SOLUTIONS RESPONSIBILITIES

Motorola Solutions' general responsibilities include the following:

- Perform the installation of the Motorola Solutions supplied equipment described above.
- Schedule the implementation in agreement with the City of Lodi.
- Coordinate the activities of all Motorola Solutions subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide the City of Lodi with the appropriate system interconnect specifications.

2.2 CITY OF LODI RESPONSIBILITIES

The City of Lodi will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola Solutions. The City of Lodi's general responsibilities include the following:

- Provide all buildings, equipment shelters, and towers required for system installations.
- Insure communications sites meet space, grounding, power, and connectivity and backhaul requirements for the installation and operation of all proposed equipment.
- Responsible for all licensing, site access, permitting and permissions required for the project implementation and operation such as FCC and FAA etc. approvals including the new Water Tower site.
- Obtain frequencies, licensing, approvals and agreements for project as required.
- Responsible for all sites and Water Tower structural engineering including Antenna bases and structural mounts for the Motorola Solutions provided antenna mounting systems to be installed on.
- Responsible for any structural improvements, electrical service, and backhaul connectivity and all permissions to and for the Water Tower site necessary to allow operation of the proposed radio equipment.
- Provide concrete pad and services for installation of new cabinet at the Water Tower site.
- Responsible for warning light systems if required.
- Coordinate the activities of all the City of Lodi vendors or other contractors.

Use or disclosure of this proposal is subject to the restrictions on the cover page.

2.3 ASSUMPTIONS

Motorola Solutions has made several assumptions in preparing this proposal, which are noted below.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- Any Civil Work required to implement the P25 System upgrade will be the responsibility of the City Lodi.
- All existing towers will have adequate space and size to support the antenna network requirements of the system described.
- The City of Lodi will provide the electrical service to the new outdoor cabinet and all Motorola Solutions equipment provided in this proposal.
- Any site/location upgrades or modifications are the responsibility of the City of Lodi.
- Any tower stress and loading analysis or tower upgrade requirements are the responsibility of the City of Lodi.
- The City of Lodi is responsible for all structural and electrical engineering and improvements required for the new equipment implementation and connectivity.
- The City of Lodi is responsible for all warning light systems if required.
- The City of Lodi will have all of the site responsibilities completed prior to the start of the installation and implementation of the site equipment in order to meet the project schedule.
- All approved FCC and FAA licensing and permissions will be the responsibility of the City of Lodi.
- All approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the City of Lodi.
- Any Logging recorder, 911, CAD or any 3rd party upgrades or re-configurations will be the responsibility of the City of Lodi.
- Any required system interconnections not specifically outlined here will be provided by the City of Lodi. These may include dedicated phone circuits, microwave links or other types of connectivity or backhaul links.
- AC power connectivity and termination for the UPS installations will be the responsibility of the City of Lodi. Motorola Solutions will provide the UPS power requirements to the City of Lodi.
- Transfer Switches and/or Generator connectivity will be the responsibility of the City of Lodi.
- No coverage guarantee is included or implied for this proposal.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions provided equipment except for interference that is directly caused by the Motorola Solutions provided transmitter(s) to the Motorola Solutions provided receiver(s). Should the City of Lodi's system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.

- Any changes or alterations to the system design or responsibilities will be handled by a Change Order between the City of Lodi and Motorola Solutions.

SECTION 3

EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

Lodi Police Department

QTY	NOMENCLATURE	DESCRIPTION
2	CLN1868	2930F 24-PORT SWITCH
2	CLN1866	FRU: 1M DAC CABLE
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	T7321	GCM 8000 COMPARATOR
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
2	CA01183AA	GCM 8000 COMPARATOR
2	CA01484AC	ADD: ASTRO 25 CONVENTIONAL SOFTWARE
2	CA01505AC	ADD: ADD: ASTRO 25 CONV VOTING SW
1	CA03111AA	ADD: CEC COMPLIANCE
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7321	GCM 8000 COMPARATOR
1	CA01183AA	GCM 8000 COMPARATOR
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	CA01484AC	ADD: ASTRO 25 CONVENTIONAL SOFTWARE
1	CA01505AC	ADD: ADD: ASTRO 25 CONV VOTING SW
1	CA03111AA	ADD: CEC COMPLIANCE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	T7039	GTR 8000 Base Radio
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	CA01400AA	ADD: POWER CABLE, DC
1	X640AL	ADD: UHF R2 (435-524 MHZ)
1	CA01948AA	ADD: CONVENTIONAL SOFTWARE
1	CA01505AA	ADD: ASTRO 25 CONVENTIONAL VOTING SOFT
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7039	GTR 8000 Base Radio

Use or disclosure of this proposal is subject to the restrictions on the cover page.

1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	CA01400AA	ADD: POWER CABLE, DC
1	X640AL	ADD: UHF R2 (435-524 MHZ)
1	CA01948AA	ADD: CONVENTIONAL SOFTWARE
1	CA01505AA	ADD: ASTRO 25 CONVENTIONAL VOTING SOFT
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7039	GTR 8000 Base Radio
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	CA01400AA	ADD: POWER CABLE, DC
1	X640AL	ADD: UHF R2 (435-524 MHZ)
1	CA01948AA	ADD: CONVENTIONAL SOFTWARE
1	CA01505AA	ADD: ASTRO 25 CONVENTIONAL VOTING SOFT
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	X153AW	ADD: RACK MOUNT HARDWARE
2	TRN7343	SEVEN AND A HALF FOOT RACK
2	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
2	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
5	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	DS9PXXR27003064S	UPS, 9PX, 2700W, 120V, SOFTWIRED, 64 MIN RUNTIME RACKMOUNT
1	DSDSRMC0608BA	RMC06, 8 CH HIGH GAIN AMP UNIV RMC SYSTEM, AC POWER, 350-512MHZ
1	DSDB4368BPS3B	3 CHANNEL 450MHZ SINGLE BAND UHF INTEGRATED COMBINING SYS TO INCL 3 CH
1	DSMWF4CUN	380-470MHZ WINDOW MILLED FILTER, 65DB ISO, 2-5 MHZ PB, 450W N CONN
1	DLN6896	FRU: PA UHF R2
1	DLN6887	FRU: XCVR UHF R2 V2 PWR EFF OPT CRD
1	DLN1374	FRU: CABINET LNA MODULE UHF 435-524
1	DLN1375	FRU:UHF 435-524 MHZ SITE LNA MODULE
1	DLN6781	FRU: POWER SUPPLY
1	DLN6805	FRU: ENERGY EFFICIENT POWER SUPPLY
1	DLN6898	FRU: FAN MODULE
1	DLN6455	CONFIGURATION/SERVICE SOFTWARE
1	DSDS4F06P36UD	ANTENNA,6DBD OMNI,LOW-PIM,DIN

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15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
150	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE
4	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
1	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
5	DSSSH78	SSH-78 7/8" SNAPSTAK HANGER 10PK
1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
25	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
1	DSDS4F06P36UD	ANTENNA,6DBD OMNI,LOW-PIM,DIN
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
110	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET
2	DSA5NFS	N FEMALE FOR AVA5-50 CABLE
4	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
1	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
4	DSSSH78	SSH-78 7/8" SNAPSTAK HANGER 10PK
1	DSCGXZ36NMNFA	RF SPD, 400-1200MHZ HYBRID +36 VDC PASS NM ANTENNA, NF EQUIPMENT
25	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR

Water Tower

QTY	NOMENCLATURE	DESCRIPTION
2	CLN1868	2930F 24-PORT SWITCH
2	CLN1866	FRU: 1M DAC CABLE
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER

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1	T7321	GCM 8000 COMPARATOR
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
2	CA01183AA	GCM 8000 COMPARATOR
2	CA01484AC	ADD: ASTRO 25 CONVENTIONAL SOFTWARE
2	CA01505AC	ADD: ADD: ASTRO 25 CONV VOTING SW
1	CA03111AA	ADD: CEC COMPLIANCE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	T7039	GTR 8000 Base Radio
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	CA01400AA	ADD: POWER CABLE, DC
1	X640AL	ADD: UHF R2 (435-524 MHZ)
1	CA01948AA	ADD: CONVENTIONAL SOFTWARE
1	CA01505AA	ADD: ASTRO 25 CONVENTIONAL VOTING SOFT
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7039	GTR 8000 Base Radio
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	CA01400AA	ADD: POWER CABLE, DC
1	X640AL	ADD: UHF R2 (435-524 MHZ)
1	CA01948AA	ADD: CONVENTIONAL SOFTWARE
1	CA01505AA	ADD: ASTRO 25 CONVENTIONAL VOTING SOFT
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	DSDSRMC0608BA	RMC06, 8 CH HIGH GAIN AMP UNIV RMC SYSTEM, AC POWER, 350-512MHZ
1	DSDB4368BPS2B	450-470MHZ, 2 CHANNEL TRANSMIT CAVITY COMBINER
1	DSMWDTF4AUD	450-455/460-465MHZ ,DUAL BAND TX MILLED WINDOWS FILTER 3.5MHZ PB
1	DSMWF4CUN	380-470MHZ WINDOW MILLED FILTER, 65DB ISO, 2-5 MHZ PB, 450W N CONN
1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	DQ1BAYCAB040919JP1	CUSTOM 1 BAY 8FT TALL CABINET, PER Q# 040919-JP01
1	THN1012	RACK 7' OPEN
3	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15

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1	DS9PXXR13503074S	UPS, 9PX, 1350W, 120V, SOFTWIRED, 74 MIN RUNTIME RACK MOUNT
1	DSDS4F06P36DD	450-470MHZ DUAL FEED 5.9DB GAIN, LOW-PIM, PIP RATED ANT, DIN
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
250	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET
2	DSA5DFD	D-CLASS 7-16 DIN FEMALE FOR AVA5-50 CABLE
6	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
2	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
9	DSSSH78	SSH-78 7/8" SNAPSTAK HANGER 10PK
1	DSVHF50DMAPGR	RF SPD, 100-512MHZ, DC BLOCK HIGH POWER DIN MALE ANT, DIN FEMALE EQUIP
25	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
250	DSAVA550	AVA5-50, COAXIAL CABLE, CORRUGATED COPPER,7/8 IN, BLACK PE JACKET
2	DSA5NFS	N FEMALE FOR AVA5-50 CABLE
6	DSSG7812B2U	SG78-12B2U SUREGROUND GROUNDING KIT FOR 7/8 IN COAXIAL CABLE
2	DSL5SGRIP	L5SGRIP 7/8" SUPPORT HOIST GRIP
9	DSSSH78	SSH-78 7/8" SNAPSTAK HANGER 10PK
1	DSCGXZ36NMNFA	RF SPD, 400-1200MHZ HYBRID +36 VDC PASS NM ANTENNA, NF EQUIPMENT
25	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR

Fire Station 2

QTY	NOMENCLATURE	DESCRIPTION
1	T7540	GPW 8000 RECEIVER
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	CA01400AA	ADD: POWER CABLE, DC
1	X302AR	ADD: QTY 2 GPW 8000 RECEIVER
2	X640AN	ADD: UHF R2 (435-524 MHZ)

Use or disclosure of this proposal is subject to the restrictions on the cover page.

2	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	CA00975AA	ADD: BATTERY TEMP SENSOR EXTENSION CABLE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7540	GPW 8000 RECEIVER
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	CA01400AA	ADD: POWER CABLE, DC
1	X302AR	ADD: QTY 2 GPW 8000 RECEIVER
2	X640AN	ADD: UHF R2 (435-524 MHZ)
2	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	CA00975AA	ADD: BATTERY TEMP SENSOR EXTENSION CABLE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7540	GPW 8000 RECEIVER
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	CA01400AA	ADD: POWER CABLE, DC
1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
1	X640AN	ADD: UHF R2 (435-524 MHZ)
1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	CA00975AA	ADD: BATTERY TEMP SENSOR EXTENSION CABLE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CLN1868	2930F 24-PORT SWITCH
1	CLN1866	FRU: 1M DAC CABLE
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
3	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	DS9PXXR09003064S	UPS, 9PX, 900W, 120V, SOFTWIRED, 64 MIN RUNTIME RACK MOUNT
1	DSDSRMC0608BA	RMC06, 8 CH HIGH GAIN AMP UNIV RMC SYSTEM, AC POWER, 350-512MHZ
1	DSMWF4CUN	380-470MHZ WINDOW MILLED FILTER, 65DB ISO, 2-5 MHZ PB, 450W

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1	DSANT450F2	FIBERGLASS COLLINEAR ANTENNA, 420-480 MHZ, 2.5 DBD GAIN
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
100	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
4	DSSG1212B2U	SG12-12B2U, SUREGROUND 1/2", 48"
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
4	DSSSH12	SSH-12 1/2" SNAPSTAK HANGER 10PK
1	DSCGXZ36NMNFA	RF SPD, 400-1200MHZ HYBRID +36 VDC PASS NM ANTENNA, NF EQUIPMENT
25	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR

Fire Station 3

QTY	NOMENCLATURE	DESCRIPTION
1	T7540	GPW 8000 RECEIVER
1	CA01400AA	ADD: POWER CABLE, DC
1	CA00716AA	ADD: ASTRO SYSTEM RELEASE 7.16
1	X302AR	ADD: QTY 2 GPW 8000 RECEIVER
2	X640AN	ADD: UHF R2 (435-524 MHZ)
2	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	CA00975AA	ADD: BATTERY TEMP SENSOR EXTENSION CABLE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7540	GPW 8000 RECEIVER
1	CA01400AA	ADD: POWER CABLE, DC
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	X302AR	ADD: QTY 2 GPW 8000 RECEIVER
2	X640AN	ADD: UHF R2 (435-524 MHZ)
2	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	CA00975AA	ADD: BATTERY TEMP SENSOR EXTENSION CABLE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7540	GPW 8000 RECEIVER
1	CA01400AA	ADD: POWER CABLE, DC
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18

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1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
1	X640AN	ADD: UHF R2 (435-524 MHZ)
1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	CA00975AA	ADD: BATTERY TEMP SENSOR EXTENSION CABLE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CLN1868	2930F 24-PORT SWITCH
1	CLN1866	FRU: 1M DAC CABLE
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
3	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	DS9PXXR09003064S	UPS, 9PX, 900W, 120V, SOFTWIRED, 64 MIN RUNTIME RACK MOUNT
1	DSDSRMC0608BA	RMC06, 8 CH HIGH GAIN AMP UNIV RMC SYSTEM, AC POWER, 350-512MHZ
1	DSMWF4CUN	380-470MHZ WINDOW MILLED FILTER, 65DB ISO, 2-5 MHZ PB, 450W N CONN
1	DSDS4F06P36UD	ANTENNA,6DBD OMNI,LOW-PIM,DIN
1	DSUC1142	PIPE TO PIPE CLAMP, 1.5" TO 5" PIPE, SET OF 2 CLAMPS
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
100	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
4	DSSG1212B2U	SG12-12B2U, SUREGROUND 1/2", 48"
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
4	DSSSH12	SSH-12 1/2" SNAPSTAK HANGER 10PK
1	DSCGXZ36NMNFA	RF SPD, 400-1200MHZ HYBRID +36 VDC PASS NM ANTENNA, NF EQUIPMENT
25	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR

Fire Station 4

QTY	NOMENCLATURE	DESCRIPTION
1	T7540	GPW 8000 RECEIVER
1	CA01400AA	ADD: POWER CABLE, DC
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	X302AR	ADD: QTY 2 GPW 8000 RECEIVER
2	X640AN	ADD: UHF R2 (435-524 MHZ)
2	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	CA00975AA	ADD: BATTERY TEMP SENSOR EXTENSION CABLE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7540	GPW 8000 RECEIVER
1	CA01400AA	ADD: POWER CABLE, DC
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	X302AR	ADD: QTY 2 GPW 8000 RECEIVER
2	X640AN	ADD: UHF R2 (435-524 MHZ)
2	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	CA00975AA	ADD: BATTERY TEMP SENSOR EXTENSION CABLE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7540	GPW 8000 RECEIVER
1	CA01400AA	ADD: POWER CABLE, DC
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
1	X640AN	ADD: UHF R2 (435-524 MHZ)
1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	CA00975AA	ADD: BATTERY TEMP SENSOR EXTENSION CABLE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CLN1868	2930F 24-PORT SWITCH
1	CLN1866	FRU: 1M DAC CABLE
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS

Use or disclosure of this proposal is subject to the restrictions on the cover page.

3	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	DS9PXXR09003064S	UPS, 9PX, 900W, 120V, SOFTWIRED, 64 MIN RUNTIME RACK MOUNT
1	DSDSRMC0608BA	RMC06, 8 CH HIGH GAIN AMP UNIV RMC SYSTEM, AC POWER, 350-512MHZ
1	DSMWF4CUN	380-470MHZ WINDOW MILLED FILTER, 65DB ISO, 2-5 MHZ PB, 450W N CONN
1	DSDS4F06P36UD	ANTENNA,6DBD OMNI,LOW-PIM,DIN
1	DSUC1142	PIPE TO PIPE CLAMP, 1.5" TO 5" PIPE, SET OF 2 CLAMPS
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
100	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
4	DSSG1212B2U	SG12-12B2U, SUREGROUND 1/2", 48"
1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
4	DSSSH12	SSH-12 1/2" SNAPSTAK HANGER 10PK
1	DSCGXZ36NMNFA	RF SPD, 400-1200MHZ HYBRID +36 VDC PASS NM ANTENNA, NF EQUIPMENT
25	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR

Well Site

QTY	NOMENCLATURE	DESCRIPTION
1	T7540	GPW 8000 RECEIVER
1	CA01400AA	ADD: POWER CABLE, DC
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	X302AR	ADD: QTY 2 GPW 8000 RECEIVER
2	X640AN	ADD: UHF R2 (435-524 MHZ)
2	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	CA00975AA	ADD: BATTERY TEMP SENSOR EXTENSION CABLE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7540	GPW 8000 RECEIVER
1	CA01400AA	ADD: POWER CABLE, DC
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	X302AR	ADD: QTY 2 GPW 8000 RECEIVER
2	X640AN	ADD: UHF R2 (435-524 MHZ)

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2	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	CA00975AA	ADD: BATTERY TEMP SENSOR EXTENSION CABLE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7540	GPW 8000 RECEIVER
1	CA01400AA	ADD: POWER CABLE, DC
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
1	X640AN	ADD: UHF R2 (435-524 MHZ)
1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	CA00975AA	ADD: BATTERY TEMP SENSOR EXTENSION CABLE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CLN1868	2930F 24-PORT SWITCH
1	CLN1866	FRU: 1M DAC CABLE
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	DS9PXXR09003064S	UPS, 9PX, 900W, 120V, SOFTWIRED, 64 MIN RUNTIME RACK MOUNT
1	DSDSRMC0608BA	RMC06, 8 CH HIGH GAIN AMP UNIV RMC SYSTEM, AC POWER, 350-512MHZ
1	DSMWF4CUN	380-470MHZ WINDOW MILLED FILTER, 65DB ISO, 2-5 MHZ PB, 450W N CONN
1	DSDS4F06P36UD	ANTENNA,6DBD OMNI,LOW-PIM,DIN
1	DSUC1142	PIPE TO PIPE CLAMP, 1.5" TO 5" PIPE, SET OF 2 CLAMPS
15	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
1	DDN1088	L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE
1	DDN1090	L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE
2	TDN9289	221213 CABLE WRAP WEATHERPROOFING
100	L1705	LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT
2	DDN1089	L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE
4	DSSG1212B2U	SG12-12B2U, SUREGROUND 1/2", 48"

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1	DSL4SGRIP	L4SGRIP SUPPORT HOIST GRIP 1/2" LDF
4	DSSSH12	SSH-12 1/2" SNAPSTAK HANGER 10PK
1	DSCGXZ36NMNFA	RF SPD, 400-1200MHZ HYBRID +36 VDC PASS NM ANTENNA, NF EQUIPMENT
25	L1702	FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT
2	DDN9682	F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR

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SECTION 4

PROJECT SCHEDULE

4.1 PROJECT TIMELINE ESTIMATES:

- Contracts, Project Kickoff, Final Design Review: 8 weeks
- Ordering, Manufacturing, Staging: 16 weeks
- System delivery, installation, optimization: 12 weeks
- ATP, Cutover, Punch list, Acceptance: 4 weeks

A mutually agreed upon project schedule will be finalized during the Design Review meeting with the City of Lodi Motorola Solution.

SECTION 5

ACCEPTANCE TEST PLAN

This section is intended to list tests that will be performed in the field on the proposed system towards system acceptance. Generic radios and sites are referred to in this draft ATP. Specific detail will be added in the design review portion of project implementation. A draft Acceptance Test Plan (ATP) is provided below.

Use or disclosure of this proposal is subject to the restrictions on the cover page.

5.1 CONVENTIONAL TESTS

5.1.1 Conventional Radio Resource Call - Clear Mode

1. DESCRIPTION

Subscribers can communicate to each other through a repeater that is selected via the channel selector on the individual radio.

The signals that are received from the subscriber radio are repeated so that other radios on that channel will be able to hear and participate in the conversation.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1
RADIO-1 - CONVSITE 1
RADIO-2 - CONVENTIONAL CHANNEL 1
RADIO-2 - CONVSITE 1

VERSION #1.050

2. TEST

Step 1. Initiate a CONVENTIONAL CHANNEL 1 call on RADIO-1.

Step 2. Verify RADIO-2 can monitor and respond to the call on CONVENTIONAL CHANNEL 1.

Step 3. Initiate a CONVENTIONAL CHANNEL 1 call on RADIO-2.

Step 4. Verify RADIO-1 can monitor and respond to the call on CONVENTIONAL CHANNEL 1.

Step 5. Repeat above tests for each repeater channel.

Pass____ Fail____

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5.1.2 Conventional Radio Scan

1. DESCRIPTION

A subscriber can be programmed to scan through a list of conventional frequencies and lock on to one that has activity. This allows a user to monitor multiple frequencies at one time.

This scan will cycle through its list and if activity is detected, will change to that personality for the duration of the transmission. After the transmission ends and after a preset hang time, the subscriber reverts to its home channel.

SETUP

RADIO-1 - SITE 1 (SCANNING)
RADIO-2 - SITE 2

RADIO-1 must have SITE 1 and SITE 2 in its active scan list.

VERSION #1.070

2. TEST

Step 1. Verify that on RADIO-1 scan is enabled.

Step 2. From RADIO-2, transmit on SITE 2, which is a channel programmed in the active scan list.

Step 3. Verify that RADIO-1 changes to SITE 2.

Step 4. Verify communications between RADIO-1 and RADIO-2.

Step 5. Verify that RADIO-1 will return to its home channel of SITE 1.

Step 6. Repeat steps 2-5 for all channels in the active scan list.

Pass____ Fail____

5.1.3 Conventional Radio Resource Via Comparator

1. DESCRIPTION

A comparator will vote all receive capable sites and transmit on specified transmit capable sites. Because a comparator will construct a signal from multiple sites, it is necessary to test each site individually.

SETUP

RADIO-1 - SITE 1
RADIO-2 - SITE 1

VERSION #1.040

2. TEST

Step 1. Disable all sites on the comparator except SITE 1.

Step 2. Verify communications between RADIO-1 and RADIO-2.

Step 3. Disable SITE 1 and enable the next site. Change the channel on the subscriber if necessary.

Step 4. Verify communications between RADIO-1 and RADIO-2.

Step 5. Repeat steps 3 & 4 until all sites on the comparator have been individually tested.

Step 6. Enable all sites on the comparator.

Step 7. Verify communications between RADIO-1 and RADIO-2 with all sites enabled.

Pass____ Fail____

5.2 MCC 7500E/7500 CONVENTIONAL RESOURCES

5.2.1 Console Priority

1. DESCRIPTION

Console Operator Positions have ultimate control of transmitted audio on an assigned resource. The Console Position has the capability to take control of an assigned voice channel for a channel/talkgroup call so that the operator's audio overrides any subscriber audio. Console priority is a feature that enables dispatchers to gain immediate access to an assigned voice channel so that a central point of audio control exists.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1
RADIO-2 - CONVENTIONAL CHANNEL 1

CONSOLE-1 - CONVENTIONAL CHANNEL 1

VERSION #1.040

2. TEST

Step 1. Initiate a call from RADIO-1 on CONVENTIONAL CHANNEL 1. Keep this call in progress until the test has completed.

Step 2. Observe that RADIO-2 receives the call.

Step 3. While the call is in progress, key up CONSOLE-1 on CONVENTIONAL CHANNEL 1.

Step 4. Observe that RADIO-2 is now receiving audio from CONSOLE-1 on CONVENTIONAL CHANNEL 1

Step 5. De-key CONSOLE-1.

Step 6. Verify RADIO-2 now receives RADIO-1 audio.

Step 7. End the CONVENTIONAL CHANNEL 1 call from RADIO-1.

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

MCC 7500E/7500 Conventional Resources

5.2.2 Alert Tones - Conventional Channel

1. DESCRIPTION

Pre-defined alert tones can be transmitted on the selected Radio Resource to subscribers which can alert members of a channel / talkgroup to a particular event or signify to radio users special instructions are to follow. The Console has the ability to send an Alert-Tone signal on selected conventional or talkgroup resources.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1
RADIO-2 - CONVENTIONAL CHANNEL 1
CONSOLE-1 - CONVENTIONAL CHANNEL 1

VERSION #1.030

2. TEST

Step 1. Select CONVENTIONAL CHANNEL 1 on CONSOLE-1.

Step 2. Select Alert Tone 1 and depress the Alert Tone button.

Step 3. Verify that RADIO-1 and RADIO-2 hear Alert Tone 1.

Step 4. Repeat Steps 2-3 for Alert Tone 2 and 3.

Pass____ Fail____

MCC 7500E/7500 Conventional Resources

5.2.3 Radio Check

1. DESCRIPTION

Radio Check allows the console operator to determine if a subscriber is operational or within range. The subscriber sends the acknowledgment that it has received the Radio Check.

NOTE: The status/message line must be added to the Channel Control Window (CCW) of the resource in order for the "ACKNOWLEDGED" indication to be visible.

This test can be run using Digital Conventional or MDC1200 Channels.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1

CONSOLE-1 - CONVENTIONAL CHANNEL 1

VERSION #1.030

2. TEST

Step 1. Using CONSOLE-1 select the CONVENTIONAL CHANNEL 1 Radio Resource.

Step 2. From the active Radio Resource select the Radio Check button. Enter the ID or alias of RADIO-1 in the Radio Check window.

Step 3. Click the "Send" button from the Radio Check window to initiate the Radio Check.

Step 4. Verify that "ACKNOWLEDGED" is shown on CONVENTIONAL CHANNEL 1's Channel Control Window.

Step 5. Turn off RADIO-1.

Step 6. Click the "Send" button from the Radio Check window to initiate the Radio Check on RADIO-1.

Step 7. Verify that an error message is logged: "Send Radio Check failed: Target not found."

Pass____ Fail____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

5.3 SIGNOFF CERTIFICATE

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS: _____ Date: _____

Please Print Name: _____ _____

Initials:

Please Print Title: _____

WITNESS: _____ Date: _____

Please Print Name: _____ _____

Initials:

Please Print Title: _____

WITNESS: _____ Date: _____

Please Print Name: _____ _____

Initials:

Please Print Title: _____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

SECTION 6

WARRANTY AND MAINTENANCE

Motorola Solutions will provide the City of Lodi Warranty services as outlined in the CSSA. In addition, Motorola Solutions will include our Essentials Services during the Warranty period. Maintenance and Lifecycle services are described generally below and full statements of work describing the services are available upon request.

6.1 ESSENTIAL SERVICES OVERVIEW

In order to ensure that the City of Lodi has immediate access to our on-site and technical support teams for both unforeseen issues and ongoing maintenance, Motorola Solutions proposes our Essential Plus Services offering to the City of Lodi. Appropriate for customers who want to minimize their system's downtime, Essential Plus Services provide a reliable service response and restoral process remote assistance to address unforeseen network events, effect on-site repairs to network components, and deliver patches to keep the City of Lodi's system secure. The proposed offering consists of the following specific services:

- Service Desk.
- Technical Support.
- On-site Support.
- Network Hardware Repair.
- Self-Installed Security Patches.

These services will be delivered to the City of Lodi through the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within our Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards. The collaboration between these service resources, all of who are experienced in the maintenance of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

6.2 ESSENTIAL PLUS SERVICES DESCRIPTIONS

6.2.1 Centralized Service Delivery

Centralized support will be provided by Motorola Solutions' support staff, located at our Service Desk and Solutions Support Center (SSC). These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC of the City of Lodi's system.

Motorola Solutions will provide **Service Desk** response as a single point of contact for all support issues, including communications between the City of Lodi, third-party subcontractors

and manufacturers, and Motorola Solutions. When the City of Lodi's personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using our Customer Relationship Management (CRM) system. The Service Desk is responsible for documenting the City of Lodi's inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.

As tickets are opened by the Service Desk, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for **Technical Support**, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and operational issues. Motorola Solutions' recording, escalating, and reporting process applies ISO 90001 and TL 9000-certified standards to the Technical Support calls from our contracted customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

6.2.2 Field Service Delivery

On-site repairs and network preventative maintenance will be provided by authorized local field services delivery personnel, who will be dispatched from and managed by the Solutions Support Center.

On-Site Support provides local, trained and qualified technicians who will arrive at the City of Lodi's location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or Field Replacement Unit (FRU) in order to identify defective elements, and replacing those elements with functioning ones. The system technician will respond to the City of Lodi's location in order to remedy equipment issues based on the impact of the issue to overall system function.

6.2.3 Network Hardware Repair

Motorola Solutions' authorized Repair Depot will repair the equipment provided by Motorola Solutions, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola Solutions' equipment, and coordinate the repair of third-party solution components.

6.2.4 Security Management Operations

The proposed **Self-Installed Security Patches Service** will provide the City of Lodi with security updates that are pre-tested by Motorola Solutions and installed by the City of Lodi's personnel. Motorola Solutions' dedicated vetting lab will pre-test security updates for the proposed ASTRO 25 system release. When appropriate, Motorola Solutions will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates provided to the City of Lodi. Once an update is fully tested and ready for deployment in the City of Lodi's system, Motorola Solutions will post it to a secured extranet website and send an email notification to the City of Lodi. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation for the City of Lodi along with the updates on the website.

6.3 MOTOROLA SOLUTIONS' SERVICES CAPABILITIES

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola Solutions' team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

6.3.1 On-Call Support through the Solutions Support Center (SSC)

The cornerstone of our customer care process, our Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola Solutions customers per month, the SSC provides our customers with a centralized contact point for service requests.

6.3.2 On-Site Service through a Field Service Team

On-site maintenance and repair of the City of Lodi's system will be provided by Motorola Solutions' local team of service personnel. Motorola Solutions will provide the City of Lodi with a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information specific to the City of Lodi's service agreement. Some of these details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for on-site service by the SSC, who will inform the technician of the reason for dispatch. This will enable the technician to determine if a certain component or Field Replacement Unit (FRU) will be needed from inventory to restore the system. Once on site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the field technician will notify the SSC that the system is restored. The SSC, in turn, will notify the City of Lodi that the system is restored to normal operation and request approval to close the case.

6.3.3 Centralized Repair Management through Motorola Solutions' Repair Depot

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate the City of Lodi's network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in the City of Lodi's system. All components being repaired are tracked throughout the process, from shipment by the City of Lodi to return through a case management system where users can view the repair status of the equipment via a web portal.

Use or disclosure of this proposal is subject to the restrictions on the cover page.

6.3.4 Direct Access to System Information through MyView Portal

Supplementing Motorola Solutions' proposed services plan for the City of Lodi is access to MyView Portal, the Motorola Solutions' online system information tool (see the figure titled "MyView Portal"). MyView Portal provides our customers with real-time visibility to critical system and services information, all through an easy-to-use, graphical interface. With just a few clicks, the City of Lodi's administrators will gain instant access to system and support compliance, case reporting, ability to update and create cases, have visibility to when the system will be updated, and receive pro-active notifications regarding system updates. Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

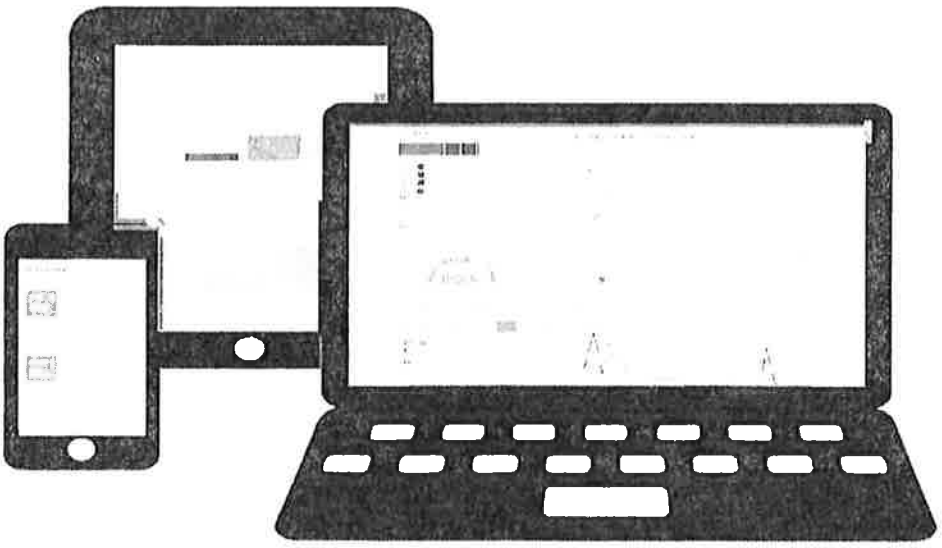
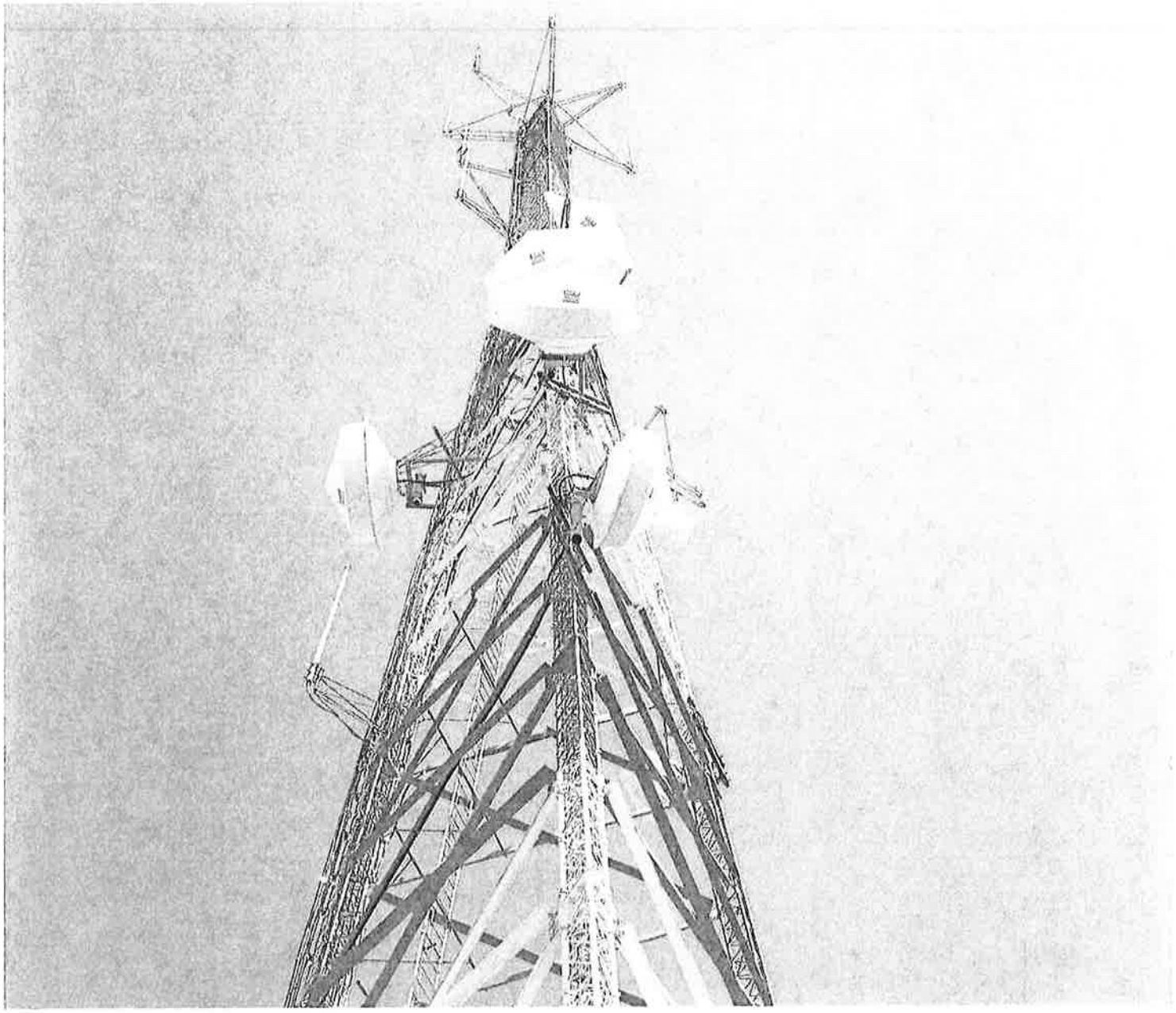


Figure 6-1: MyView Portal offers real-time, role-based access to critical system and services information.

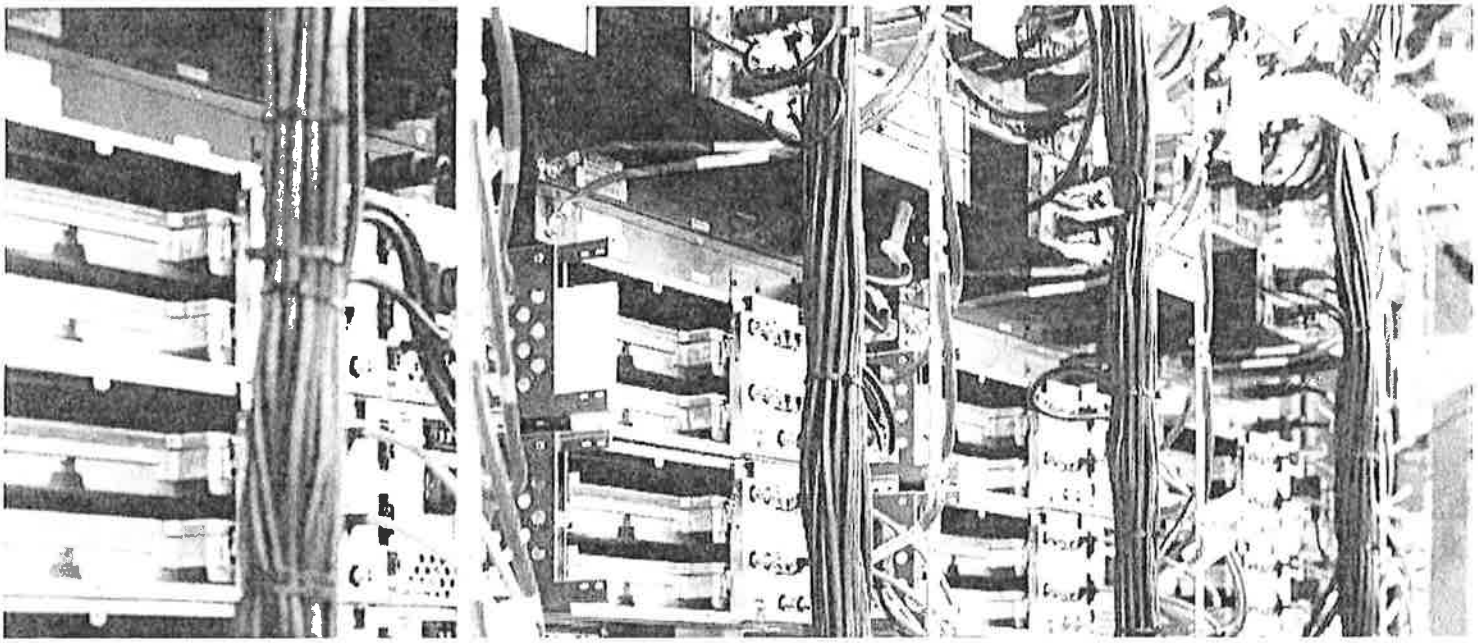
SECTION 10

LITERATURE



ASTRO® 25 G-SERIES SITE EQUIPMENT

MOTOROLA *SOLUTIONS*



COMMON PLATFORM

The ASTRO® 25 portfolio of RF stations, receivers, site controllers and comparators make up the building blocks for Project 25 (P25) two-way radio communication systems from Motorola Solutions. ASTRO 25 site equipment is built with flexibility, resilience and service in mind.

FLEXIBLE DESIGN. SOFTWARE-CONFIGURABLE.

Because it is defined and configured through software, the common platform has the flexibility to support different modes of operations based on individual site requirements. Simple software downloads provide cyber security patches, new features and technology migrations to carry your needs into the future.

ALWAYS AVAILABLE. RESILIENT TO DISRUPTION.

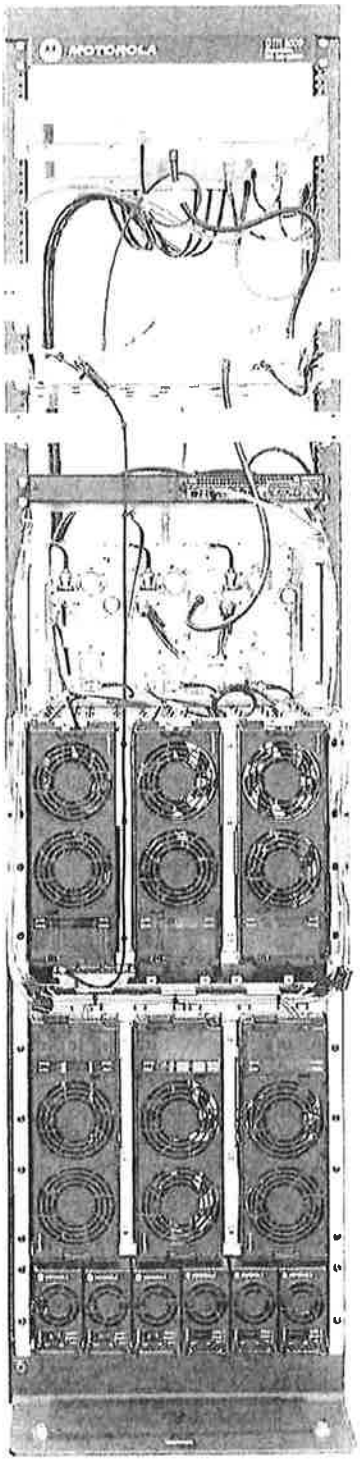
Built to last, ASTRO 25 sites continue to provide wide-area communication regardless of the conditions. From technology that delivers superior coverage to site designs with no single point of failure (resulting in no more than 1 channel removed from service), ASTRO 25 sites provide best-in-class performance.

SERVICE MADE EASY.

ASTRO 25 sites are built to ease service and maintenance with front access modules, cable connections and LED indicators. Hot-swap modules ensure channels are back on the air with minimal downtime. Remote software upgrades with rolling activation makes it easy to stay up to date with minimal disruption.

TOPOLOGIES

Whether analog, digital, conventional or trunked, ASTRO 25 sites support various modes of operation and can be software-configured based on need.



TRUNKING

ASTRO 25 sites support P25 FDMA and TDMA trunking operations ranging from single site to large regional systems. The sites support seamless interoperability with the ability to dynamically switch between FDMA and TDMA without any user intervention or awareness.

CONVENTIONAL

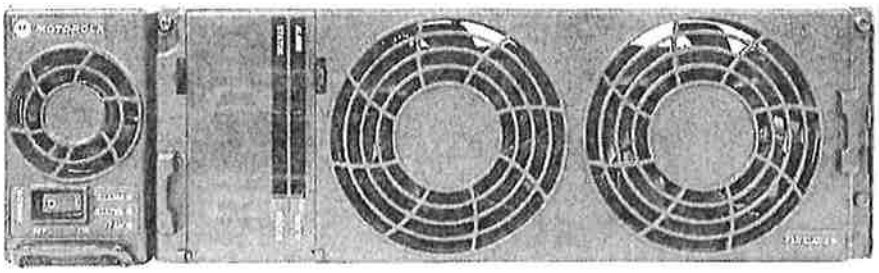
The equipment can be configured to support analog conventional or P25 digital conventional operation. Mixed mode operation supports fleets of both radio types to allow a gradual migration from analog to digital. The ASTRO 25 site components can be used separately for a single conventional repeater or together for a large statewide or country-wide conventional system.

SIMULCAST

When configured for simulcast operation, additional timing and voting equipment allow adjacent sites to utilize the same frequencies with minimal audio degradation. ASTRO 25 sites support both conventional and trunking simulcast systems. Linear Simulcast Modulation (LSM) enables greater spacing without sacrificing coverage or capacity, resulting in fewer sites to build and maintain.

DATA

ASTRO 25 trunking and conventional systems can be enabled with P25 Integrated Data to support basic user data needs. Base station channels can dynamically switch from voice to data based on the call type. ASTRO 25 Enhanced Data optimizes the data channel for applications with a high amount of short inbound data messages like location, telemetry and biometrics, and can improve data efficiency by 12X over standard P25 data.



GTR 8000 BASE RADIO (T7039A)

From conventional to trunking, single repeater to multisite, FDMA to TDMA, and available in multiple frequency bands, the GTR 8000 offers design flexibility and investment protection in a high performance package.

GENERAL SPECIFICATIONS

		700/800 MHz	UHF Range 1 UHF Range 2	VHF	High Power 800 MHz
Size (HxWxD)		5.25 x 19 x 18 in (133 x 483 x 457 mm)			
Weight		46 lb (21 kg)	46 lb (21 kg)	46 lb (21 kg)	48 lb (22 kg)
Temperature Range		-22 to 140 °F (-30 to 60 °C)			
Power Requirements		AC: 90-264 VAC, 47-63 Hz DC: 43.2-60 VDC			
Power Consumption	**Efficiency Package**	C4FM, FM: 405 W LSM, H-DQPSK: 425 W	C4FM, FM: 410 W LSM, H-DQPSK: 445 W	C4FM, FM: 405 W LSM, H-DQPSK: 315 W	C4FM, FM: 700 W
	Standard	C4FM, FM: 430 W LSM, H-DQPSK: 470 W	C4FM, FM: 435 W LSM, H-DQPSK: 455 W	C4FM, FM: 435 W LSM, H-DQPSK: 345 W	C4FM, FM: 725 W
Antenna Connectors TX		N female			
Antenna Connectors RX	**Standard**	BNC female			
	Optional Preselector	N female			
Channel Spacing		12.5/25 kHz	12.5/25 kHz	12.5/15/25/30 kHz	12.5/25 kHz
Modulation	**TX**	C4FM, LSM, H-DQPSK, FM	C4FM, LSM, H-DQPSK, FM	C4FM, LSM, H-DQPSK, FM	FM, C4FM
	RX	C4FM, H-CPM, FM			
Frequency Stability		100 ppb/2 yr or External Reference			

TRANSMITTER

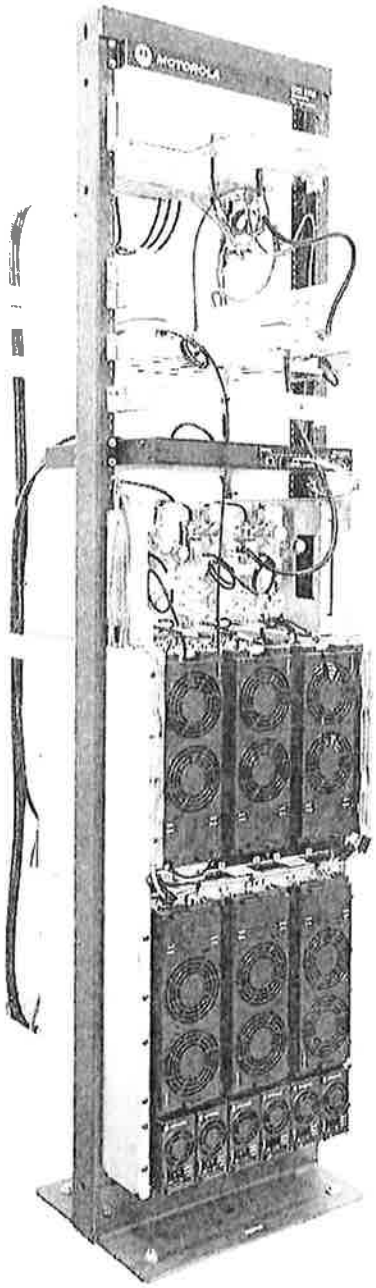
		700/800 MHz	UHF Range 1 UHF Range 2	VHF	High Power 800 MHz
Frequency Range		764-776, 851-870 MHz	380-435, 435-524 MHz	136-174 MHz	851-870 MHz
Power Output		2-100 W	C4FM, FM: 2-110 W H-DQPSK, LSM: 2-100 W	C4FM, FM: 2-100 W H-DQPSK, LSM: 2-60 W	High Power: 15-150 W Low Power: 2-30 W
Electronic Bandwidth		Full Bandwidth			
Modulation Fidelity		5%			
Intermodulation Attenuation		80 dB	65 dB	55 dB	55 dB
Spurious and Harmonic Emissions Attenuation		90 dB			
Analog FM Hum and Noise	**12.5 kHz channel**	45 dB			
	25 kHz channel	50 dB			
Analog Audio Distortion		<2% at 1000 Hz	<2% at 1000 Hz (Typical: 1%)	<2% at 1000 Hz (Typical: 1%)	<2% at 1000 Hz
Emissions Designators		8K70D1E, 8K70D1D, 8K70D1W, 8K10F1E, 8K10F1D, 8K10F1W, 10K0F1E, 10K0F1D, 10K0F1W, 9K80D7E, 9K80D7D, 9K80D7W, 17K7D7D, 16K0F1D, 16K0F3E, 11K0F3E, 14K0F1D, 14K0F3E, 21K7D7E, 21K7D7D, 21K7D7W	8K70D1E, 8K70D1D, 8K70D1W, 8K10F1E, 8K10F1D, 8K10F1W, 9K80D7E, 9K80D7D, 9K80D7W, 10K0F1D, 11K0F3E, 16K0F1D, 16K0F3E	8K70D1E, 8K70D1D, 8K70D1W, 8K10F1E, 8K10F1D, 8K10F1W, 9K80D7E, 9K80D7D, 9K80D7W, 10K0F1D, 11K0F3E, 16K0F1D, 16K0F3E	High Power: 8K10F1E, 8K10F1D, 8K10F1W, 16K0F1D, 16K0F3E, 11K0F3E, 14K0F1D, 14K0F3 Low Power: 8K10F1D, 8K10F1E, 8K10F7W, 8K70D1W, 8K70D7W, 9K80D7W, 10K0F1D, 11K0F3E, 16K0F3E, 16K0F1D

RECEIVER

		700/800 MHz	UHF Range 1 UHF Range 2	VHF	High Power 800 MHz
Frequency Range		792-825 MHz	380-435, 435-524 MHz	136-174 MHz	806-825 MHz
Analog Sensitivity (12 dB SINAD)	**12.5 kHz channel**	-118 dBm	-118 dBm	-119 dBm	-118 dBm
	25 kHz channel	-117 dBm	-117 dBm	-118 dBm	-117 dBm
Digital Sensitivity (5% BER)	**C4FM**	-118 dBm	-118 dBm	-119 dBm	-118 dBm
	H-CPM	-116 dBm	-116 dBm	-117 dBm	-116 dBm
Intermodulation Rejection		85 dB			
Digital Adjacent Channel Rejection		60 dB			
Analog Adj Channel Rejection (EIA603)	**12.5 kHz channel**	75 dB			
Analog Adj Channel Rejection (TIA603D)	**12.5 kHz channel**	50 or 60 dB (adjustable)			
	25 kHz channel	80 dB			
Spurious and Image Response Rejection	**Standard**	85 dB	85 dB	90 dB	85 dB
	With optional preselector	100 dB	100 dB	95 dB	100 dB
Analog Audio Response		+1, -3 dB from 6 dB per octave de-emphasis; 300-3000 Hz referenced to 1000 Hz at line output			
Analog Audio Distortion		3% or 5% (adjustable)			
Analog FM Hum and Noise	**12.5 kHz channel**	45 dB			
	25 kHz channel	50 dB			
Intermediate Frequency	**First**	73.35 MHz	73.35 MHz	44.85 MHz	73.35 MHz
	Second	2.16 MHz			

GTR 8000 EXPANDABLE SITE SUBSYSTEM (SQM01SUM7054A)

The single rack design of the GTR 8000 Expandable Site Subsystem (ESS) houses up to 6 channels with RF distribution and power systems. Factory-configured and tuned to your specific system, it makes installation quick and easy. Connect multiple ESS racks to achieve maximum site capacity.



GENERAL SPECIFICATIONS

		700/800 MHz	UHF Range 1 UHF Range 2	VHF	High Power 800 MHz	900 MHz
Number of Channels		1 to 6	1 to 6	1 to 6	2 to 6	1 to 6
Height with 7.5 ft Rack		90.4 in (2300 mm)				
Footprint (W x D) with 7.5 ft Rack		20.5 x 23.5 in (520 x 600 mm)				
Weight with 7.5 ft Rack		520 lb (235 kg)	UHF R1: 475 lb (215 kg) UHF R2: 565 lb (260 kg)	475 lb (215 kg)	538 lb (246 kg)	575 lb (260 kg)
Temperature Range		-22 to 140 °F (-30 to 60 °C)				
Power Requirements		AC: 90-264 VAC, 47-63 Hz, DC: 43.2-60 VDC				
Power Consumption	**C4FM,FM**	2900 W	2500 W	2650 W	4500 W	3700 W
	LSM, H-DQPSK	3100 W	2700 W	2200 W	N/A	4100 W
	C4FM,FM (Efficiency Package)	2755 W	2325 W	2500 W	4310 W	3700 W
	LSM, H-DQPSK (Efficiency Package)	2900 W	2500 W	2100 W	N/A	4100 W
Antenna Connectors	**TX**	7/16 or N Female	7/16 Female	N Female	N Female	7/16 Female
	RX	N Female	N Female	BNC Female	N Female	N female
Channel Spacing		12.5/25 kHz	12.5/25 kHz	12.5/15/ 25/30 kHz	12.5/25 kHz	12.5 kHz
Transmit Combiner Spacing		100 or 150 kHz	150 kHz (450 - 517 MHz) N/A (380-450, 512-524 MHz)	N/A	N/A	12.5 kHz (Hybrid) 150 kHz (Cavity)
Modulation	**TX**	C4FM, LSM, H-DQPSK, FM	C4FM, LSM, H-DQPSK, FM	C4FM, LSM, H-DQPSK, FM	FM, C4FM	C4FM, LSM, H-DQPSK
	RX	C4FM, H-CPM, FM	C4FM, H-CPM, FM	C4FM, H-CPM, FM	C4FM, H-CPM, FM	C4FM, H-CPM
Frequency Stability		Hepeater Site: 100 ppb/2 yr Simulcast (Multisite): GPS synchronized				

TRANSMITTER (CABINET OUTPUT)

		700/800 MHz	UHF Range 1 UHF Range 2	VHF	High Power 800 MHz	900 MHz
Frequency Range		764-776, 851-870 MHz	380-435, 435-524 MHz	136-174 MHz	851-870 MHz	935-941 MHz
Power Output		1-40 W	C4FM, FM: 2-110 W (380-450, 512-524 MHz) LSM, H-DQPSK: 2-100 W (380-450, 512-524 MHz) C4FM, FM: 1-33 W (450-512 MHz) LSM, H-DQPSK: 1-30 W (450-512 MHz)	C4FM, FM: 2-100 W LSM, H-DQPSK: 2-60 W	13-134 W	2-way Hybrid: 1-37 W 3-way Hybrid: 1-22 W 4-way Hybrid: 1-17 W 5-way Hybrid: 1-12 W 6-way Hybrid: 1-10 W
Modulation Fidelity		5%				
Intermodulation Attenuation		80 dB	80 dB (450-512 MHz), 65 dB (380-450, 512-524 MHz)	55 dB	55 dB	80 dB
Spurious / Harmonic Emissions Attenuation		90 dB				
Analog FM Hum / Noise	**12.5 kHz channel**	45 dB	45 dB	45 dB	TBA	N/A
	25 kHz channel	50 dB	50 dB	50 dB	TBA	N/A
Analog Audio Distortion		<2% at 1000 Hz, 1% typ for UHF and VHF bands				
Emissions Designators		8K70D1E, 8K70D1D, 8K70D1W, 8K10F1E, 8K10F1D, 8K10F1W, 10K0F1E, 10K0F1D, 10K0F1W, 9K80D7E, 9K80D7D, 9K80D7W, 17K7D7D, 16K0F1D, 16K0F3E, 11K0F3E, 14K0F1D, 14K0F3E, 21K7D7E, 21K7D7D, 21K7D7W	8K70D1E, 8K70D1D, 8K70D1W, 8K10F1E, 8K10F1D, 8K10F1W, 9K80D7E, 9K80D7D, 9K80D7W, 10K0F1D, 11K0F3E, 16K0F1D, 16K0F3E	8K70D1E, 8K70D1D, 8K70D1W, 8K10F1E, 8K10F1D, 8K10F1W, 9K80D7E, 9K80D7D, 9K80D7W, 10K0F1D, 11K0F3E, 16K0F1D, 16K0F3E	8K10F1E, 8K10F1D, 8K10F1W, 10K0F1E, 10K0F1D, 10K0F1W, 16K0F1D, 16K0F3E, 11K0F3E, 14K0F1D, 14K0F3E	8K70D1E, 8K70D1D 8K70D1W, 8K10F1E 8K10F1D, 8K10F1W 9K80D7E, 9K80D7D 9K80D7W, 10K0F1D 11K0F3E, 16K0F1D 16K0F3E

RF DISTRIBUTION SYSTEM (TX)

	700/800 MHz Cavity	900 MHz Hybrid	UHF Cavity
Frequency Range	764-776 MHz 851-870 MHz	935-941 MHz	450-512 MHz
Insertion Loss (150 kHz spacing)	3.1 dB typ	2-way loss: 4.4 dB typ 3-way loss: 6.3 dB typ 4-way loss: 7.6 dB typ 5-way loss: 8.0 dB typ 6-way loss: 9.7 dB typ	4.5 dB typ
Tx-Tx Isolation (150 kHz spacing)	32 dB	20 dB	32 dB

RF DISTRIBUTION SYSTEM (RX)

		700/800/900 MHz	UHF
Frequency Range		792-825 MHz or 896-902 MHz	450-512 MHz
Noise Figure	**Typ / Limit**	3.8 / 5 dB	4.6 / 5.5 dB
Gain	**Typ / Limit**	13 / -16 to 24 dB adjustable	10 / -16 to 24 dB adjustable
3rd Order Output Intercept (Typ)		21 dBm	19 dBm
Amplifier Intercept		35 dBm	40 dBm
Preselector Bandwidth		792-825 MHz or 896-902 MHz	2 or 3.5 MHz
RF Input Connector Type		N (Female)	N (Female)
RF Output Connector Type		BNC (Female)	BNC (Female)

RECEIVER (TOP OF CABINET)

		700/800 MHz	UHF Range 1 UHF Range 2	VHF	High Power 800 MHz	900 MHz
Frequency Range		792-825 MHz	380-435, 435-524 MHz	136-174 MHz	806-825 MHz	896-902 MHz
Analog Sensitivity (12 dB SINAD)	**12.5 kHz channel**	-123 dBm	-117 dBm (380-450, 512-524 MHz) -121.5 dBm (450-512 MHz)	-118 dBm (12.5/15 kHz)	-123 dBm	N/A
Digital Sensitivity (5% BER)	**25 kHz channel**	-122 dBm	-116 dBm (380-450, 512-524 MHz) -120.5 dBm (450-512 MHz)	-117 dBm (25/30 kHz)	-122 dBm	N/A
	C4FM	-123 dBm	-117 dBm (380-450, 512-524 MHz) -121.5 dBm (450-512 MHz)	-118 dBm	-123 dBm	-123 dBm
	H-CPM	-121 dBm	-115 dBm (380-450, 512-524 MHz) -119.5 dBm (450-512 MHz)	-116 dBm	N/A	-110.5 dBm
Intermodulation Rejection		80 dB				
Digital Adjacent Channel Rejection		60 dB				
Analog Adjacent Channel Rejection (EIA603)	**12.5 kHz channel**	75 dB	75 dB	75 dB	75 dB	N/A
Analog Adjacent Channel Rejection (TIA603D)	**12.5 kHz channel**	50 or 60 dB (adjustable)	50 or 60 dB (adjustable)	50 or 60 dB (adjustable)	50 or 60 dB (adjustable)	N/A
	25 kHz channel	80 dB	80 dB	80 dB	80 dB	N/A
Spurious and Image Response Rejection		100 dB	85 dB (380-435 MHz) 100 dB (450-512 MHz)	90 dB	100 dB	100 dB
Analog Audio Response		+1, -3 dB from 6 dB per octave de-emphasis; 300-3000 Hz referenced to 1000 Hz at line output				N/A
Analog Audio Distortion		3% or 5% (adjustable)	3% or 5% (adjustable)	3% or 5% (adjustable)	3% or 5% (adjustable)	N/A
Analog FM Hum / Noise	**12.5 kHz channel**	45 dB	45 dB	45 dB	45 dB	N/A
	25 kHz channel	50 dB	50 dB	50 dB	50 dB	N/A
Intermediate Frequency	**First**	73.35 MHz	73.35 MHz	44.85 MHz	73.35 MHz	73.35 MHz
	Second	2.16 MHz				

GCM 8000 COMPARATOR (T7321A)

GENERAL SPECIFICATIONS

	TRUNKING SYSTEMS
Channel Capacity	1 or 2
Size (HxWxD)	5.25 x 19 x 18 in (133 x 483 x 457 mm)
Weight	40 lb (18 kg)
Temperature Range	-22 to 140°F (-30 to 60°C)
Rack Option	19 in standard rack mountable
Time Stability	External Reference
Power Requirements	AC: 90-264 VAC 47-63Hz DC: 43.2-60 VDC
Power Consumption	AC: 1 module 130 W AC: 2 modules 160 W DC: 1 module 60 W DC: 2 modules 80 W

GRV 8000 COMPARATOR (T8341A)

GENERAL SPECIFICATIONS

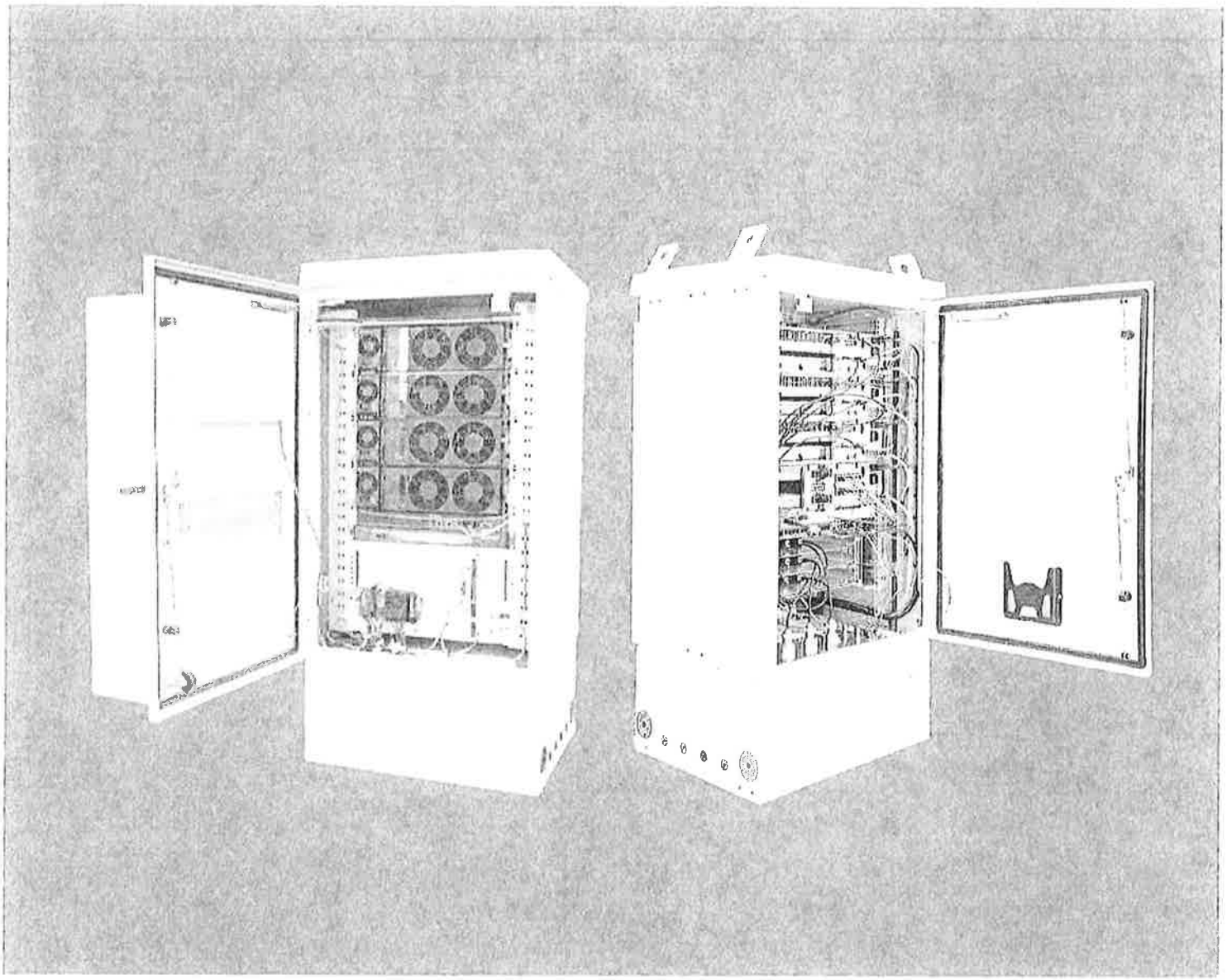
	CONVENTIONAL SYSTEMS
Channel Capacity	1 or 2
Size (HxWxD)	5.25 x 19 x 18 in (133 x 483 x 457 mm)
Weight	36 lb (16 kg)
Temperature Range	-22 to 140°F (-30 to 60°C)
Rack Option	19 in standard rack mountable
Time Stability	External Reference
Power Requirements	AC: 90-264 VAC 47-63Hz DC: 43.2-60 VDC
Power Consumption	AC: 1 module 80 W AC: 2 modules 105 W DC: 1 module 50 W DC: 2 modules 75 W

GPW 8000 RECEIVER (T7540A)

GENERAL SPECIFICATIONS		700/800 MHz	UHF Range 1	VHF	900 MHz
Frequency Range		792-825 MHz	380-435, 435-524 MHz	136-174 MHz	896-902 MHz
Size (HxWxD)		5.25 x 19 x 18 in (133 x 483 x 457 mm)			
Weight		36 lb (16 kg)			
Temperature Range		-22 to 140°F (-30 to 60°C)			
Power Requirements		AC: 90-264 VAC 47-63Hz DC: 43 2-60 VDC			
Power Consumption (1 Module / 2 Modules)	AC - Power Efficiency Package	40 / 65 W			
	DC - Power Efficiency Package	30 / 50 W			
	AC	80 / 105 W			
	DC	50 / 75 W			
Antenna Connectors	Standard	BNC Female			
	With Optional Preselector	N Female			
Modulation		C4FM, FM			
Frequency Stability		Conventional: 100 ppb/2 yr			
Analog Sensitivity (12 dB SINAD)	12.5 kHz channel	-118 dBm	-118 dBm	-119 dBm (12 5/15 kHz)	N/A
	25 kHz channel	-117 dBm	-117 dBm	-118 dBm (25/30 kHz)	N/A
Digital Sensitivity (5% BER)	C4FM	-118 dBm	-118 dBm	-119 dBm	-118 dBm
	H-CPM	-116 dBm	-116 dBm	-117 dBm	-116 dBm
Intermodulation Rejection		85 dB	85 dB	85 dB	N/A
Digital Adjacent Channel Rejection		60 dB	60 dB	60 dB	N/A
Analog Adjacent Channel Rejection (EIA603)	12.5 / 25 kHz channel	75 dB	75 dB	75 dB	TBA
Analog Adjacent Channel Rejection (TIA603D)	12.5 kHz channel	50 or 60 dB (adjustable)	50 or 60 dB (adjustable)	50 or 60 dB (adjustable)	TBA
	25 kHz channel	80 dB	80 dB	80 dB	TBA
Spurious and Image Response Rejection	Standard	85 dB	85 dB	90 dB	90 dB
	With Optional Preselector	100 dB	100 dB	95 dB	N/A
Analog Audio Response		+1, -3 dB from 6 dB per octave de-emphasis; 300-3000 Hz referenced to 1000 Hz at line output			
Analog Audio Distortion		3% or 5% (adjustable)			
Analog FM Hum and Noise	12.5 kHz channel	45 dB			
	25 kHz channel	50 dB			
Intermediate Frequency	First	73.35 MHz	73.35 MHz	44.85 MHz	73.35 MHz
	Second	2.16 MHz			

GCP 8000 SITE CONTROLLER (T7038A)

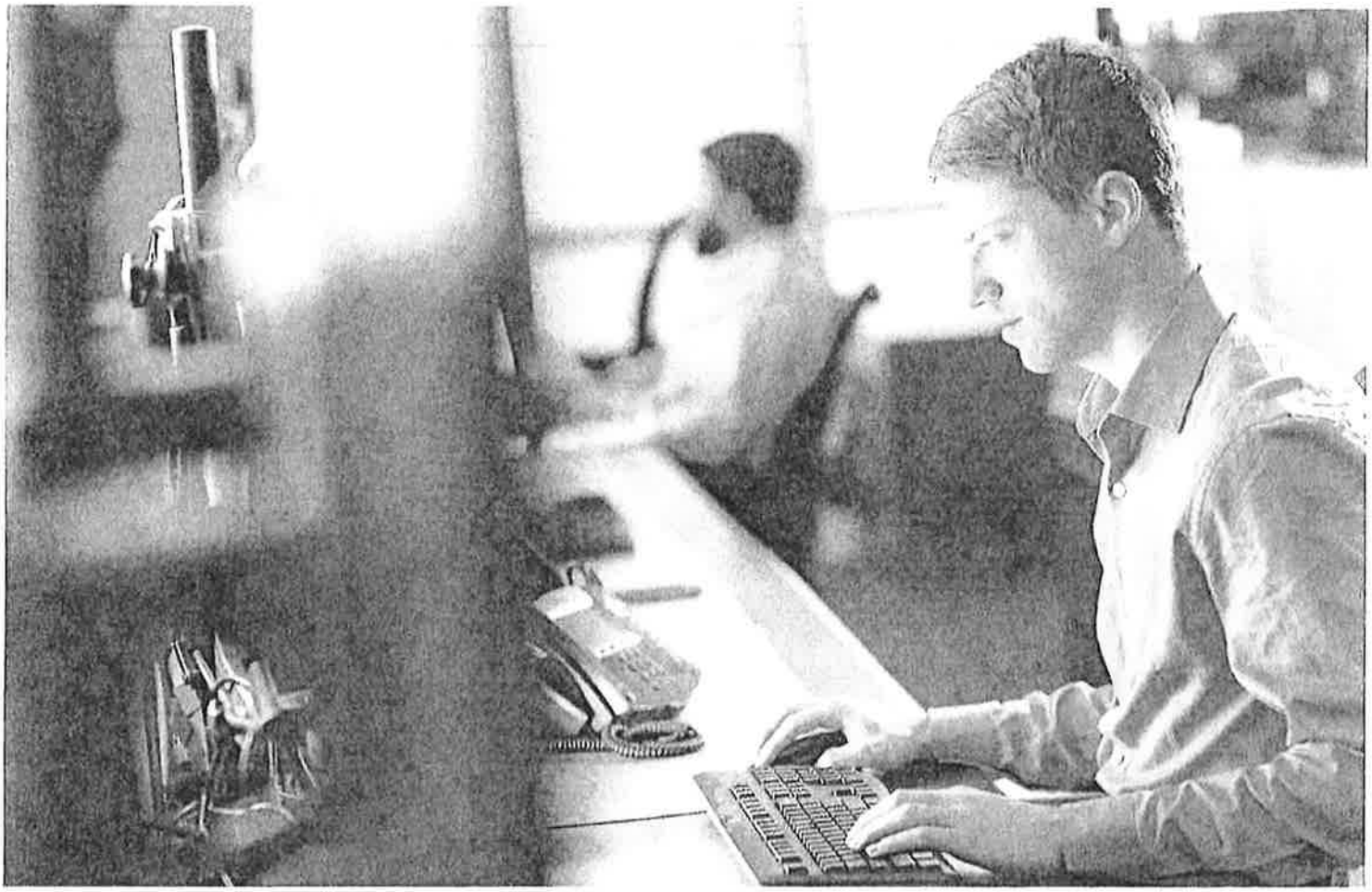
GENERAL SPECIFICATIONS			
Channel Capacity	Repeater Site: 28	Rack Option	19 in standard rack mountable
	Simulcast (Multicast): 30	Frequency Stability	Simulcast (Multisite): External
Size (HxWxD)	5.25 x 19 x 18 in (133 x 483 x 457 mm)	Power Requirements	AC: 90-264 V, 47-63 Hz or DC: 43 2-60 V
Weight	40 lb (18 kg)	Power Consumption	AC: 130 W, DC: 60 W
Temperature Range	-22 to 140 °F (-30 to 60 °C)		



G-SERIES COMPACT SITE

Protected from the elements, the G-Series Compact Site is a complete ASTRO 25 site that can house up to three GTR 8000 Base Radios in an outdoor, environmentally controlled cabinet. It is ideal for Project 25 (P25) deployments where building enclosures are not cost effective or not feasible due to difficult terrain.

Frequency Band	700 MHz, 800 MHz
Size (HxWxD)	51.2 x 27.2 x 36.5 in (1300 x 690 x 925 mm): Pole Mount 59.5 x 27.2 x 36.5 in (1510 x 690 x 925 mm): Pad Mount 55.3 x 27.2 x 36.5 in (1405 x 690 x 925 mm): Wall Mount
Weight	239 lb (104 kg) empty, 460 lb (209 kg) fully loaded
Temperature Range (External to Cabinet)	-22 to 122 °F (-30 to 50 °C)
Mounting Options	Pole, Pad, or Wall Mountable



SERVICES

Choose the right level of services you need to achieve mission-critical performance for your ASTRO 25 system. The more you engage Motorola Solutions, the more you transfer the risk to us and achieve peace of mind in maximizing your uptime.

ESSENTIAL

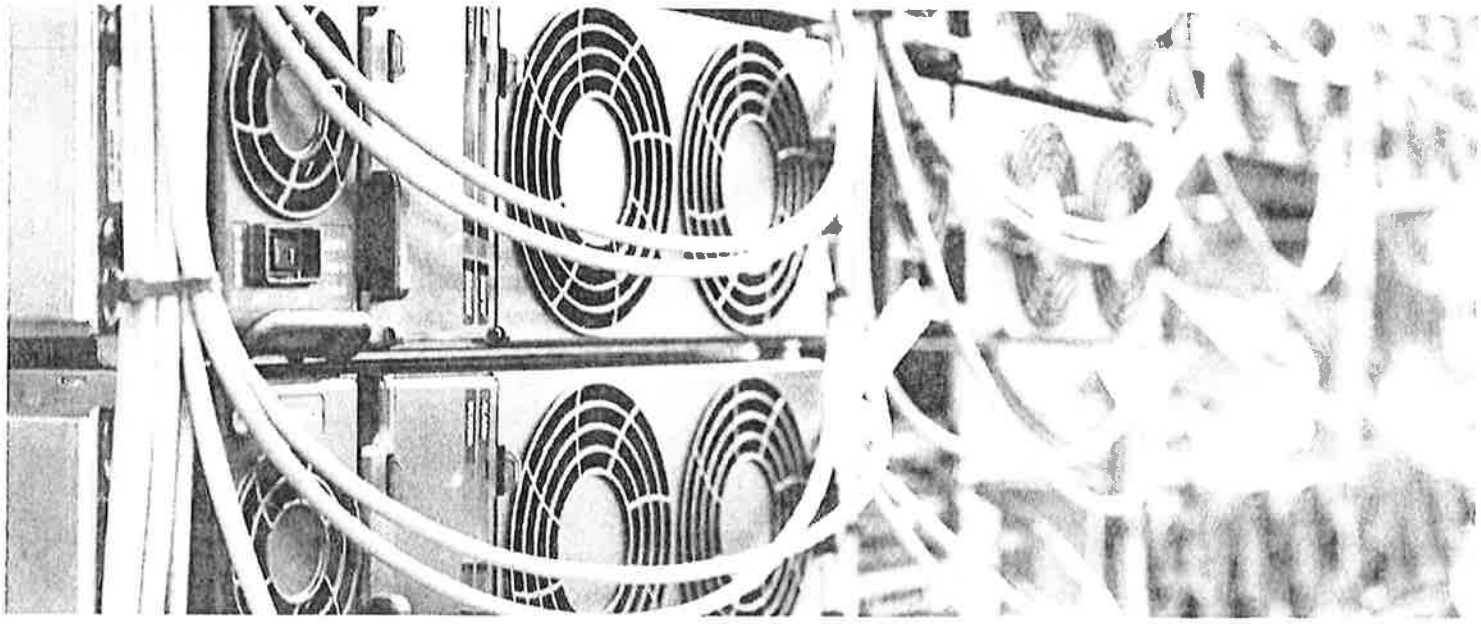
Technical support when and where you need it, so you can maintain and restore your system.

ADVANCED

Rely on us to monitor and update your network, providing improved network response and continuity.

PREMIER

Transfer day-to-day accountability to us to operate and optimize all or part of your system to maximize performance and reduce risk.



FCC TYPE ACCEPTANCE

Frequency Range	Type	Power Output	Type Acceptance Number
136-174 MHz	Transmitter	2-100 W	ABZ89FC3790B, ABZ89FC3799B
136-174 MHz	Receiver	N/A	ABZ89FR3791B
406-435 MHz	Transmitter	2-110 W	ABZ89FC4821B
406-435 MHz	Receiver	N/A	ABZ89FR4022B
435-512 MHz	Transmitter	2-110 W	ABZ89FC4819B
435-512 MHz	Receiver	N/A	ABZ89FR4020B
764-776 MHz	Transmitter	2-100 W	ABZ89FC5812B
851-870 MHz	Transmitter	2-100 W	ABZ89FC5810B
792-825 MHz	Receiver	N/A	ABZ89FR5811B
935-941 MHz	Transmitter	2-120 W	ABZ89FC5823B
896-902 MHz	Receiver	N/A	ABZ89FR5824B
851-870 MHz	Transmitter	15-150 W	ABZ89FC5825B

EU REGULATORY COMPLIANCE

CE mark is available on the GTR 8000 Base Radio (LX03PAU) and GPW 8000 Receiver (TZ540A) in the following frequency ranges: UHF 380-525 MHz and VHF 136-174 MHz

NOTES

- All specifications shown are typical unless otherwise noted
- All specifications are subject to change without notice

www.motorolasolutions.com/ASTRO

MOTOROLA *SOLUTIONS*

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, Il 60661 U S A motorolasolutions.com

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AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on October 3, 2019, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Delta Wireless, Inc., a California corporation (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for providing maintenance and support for Motorola radio system (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to

weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 **Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 **Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 **Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 **Term**

The term of this Agreement commences on October 1, 2019 and terminates upon the completion of the Scope of Services or on September 30, 2024, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 **Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 **Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 **Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 **Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn: Benjamin Buecher, Information Technolog Manager

To CONTRACTOR: Delta Wireless, Inc.
1700 W. Freemont Street
Stockton, CA 95203
Attn: David Naasz

Section 4.9 **Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 **CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of

the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER M. FERRAIOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

APPROVED AS TO FORM:
JANICE D. MAGDICH, City Attorney

By: _____

DELTA WIRELESS, INC.
a California corporation

By: _____
Name: DAVID NAASZ
Title: President

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements
Exhibit D – Federal Transit Funding Conditions (If applicable)

Funding Source: _____
(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015

Exhibit A

1700 W. Fremont Street
Stockton, CA. 95203
209-948-9611
209-948-0103 Fax
Deltawireless.com

This SUBSCRIBER AND INFRASTRUCTURE MAINTENANCE AGREEMENT is subject to these terms and conditions:

(1) Definitions. For brevity and uniformity all references to Delta Wireless, Inc. in this agreement will be construed to mean Delta Wireless, Inc. All references to Customer shall be construed as meaning and apply to the equipment to be maintained by the terms of this agreement.

(2) Work. Delta Wireless, Inc. agrees to provide maintenance for the Customer of the equipment described on the attached equipment list of the agreement beginning and ending on the dates indicated if the Customer makes the payments herein specified. Mobile units will be removed and reinstalled in different vehicles at T&M rates. Maintenance does not include antenna systems, combining or batteries for subscribers or infrastructure contracts. Maintenance includes the labor and parts required to repair equipment which has become defective through normal wear and usage. This agreement does not include repair of any transmission lines, antennas, tower or tower lighting damage, or batteries unless such work is described on the reverse side of this agreement, such maintenance may be furnished upon request at mileage, material and labor rates prevailing at the time of each call.

MAINTENANCE OPTIONS

(3) Delta's standard subscriber maintenance supporting equipment that is "out of manufactures warranty". Delta's Maintenance includes; labor and parts required to restore the equipment to manufacturers specifications, service desk access, triage, asset management, and an annual preventive maintenance certification.

(3a) Delta's subscriber Warranty Plus Program covers equipment under manufactures warranty, which covers defects, but does not provide for on-site services and system management. Delta's" Warranty Plus" program includes: service desk access, triage, shipping, radio "retest" for operational quality assurance, asset management, and an annual preventive maintenance certification.

(3b) Delta's Infrastructure **Maintenance supports equipment that is "out of manufactures warranty". Which includes; labor and parts required to restore the equipment to manufacturers specifications, triage, asset management, annual preventive maintenance certification, weekly fixed end and related site equipment inspection, (excluded tower climbing) 7x24 dispatch with on-site response. Service desk access, service call and activity accounting, operator and technical support, annual PM of contracted equipment, network hardware repair, installation of manufacturer's provided security patches, advanced replacement of contracted equipment when supported by manufacturer, and pre-deployment operational check of equipment returned from the Motorola depot.**

(4) Not Included. Maintenance does not include the repair or replacement of equipment which has otherwise become defective, including, but not limited to, damage caused by accidents, physical abuse or misuse of the equipment, acts of God, fires, and does not include extensive maintenance or replacement of equipment due to interference, intermodulation, or other degrading signals causing poor service that the equipment is not designed to reject. Prior to the start of the contract, the customer is responsible for identifying equipment that is defective, broken, inoperable or physically damaged. Repair of this equipment to operational condition will be performed on a time and material basis.

(5) Maintenance Standards. The equipment out of warranty will be maintained by Delta Wireless, Inc. in accordance with these standards: (I) Manufacturer parts or parts of equal quality will be used; (II) oil, water, dust and foreign substances will be removed from the equipment; (III) the equipment will not be subject to mechanical abuse; (IV) the equipment will be maintained at the levels necessary to provide the required communication; (V) routine maintenance procedures will be followed; and (VI) all maintenance work will be done by qualified CET certified technicians.

(6) Time and place of maintenance work for SUBSCRIBERS: Customer to provide covered work area with adequate AC power. Mobile units and removable equipment shall be delivered by the Customer to the place of service indicated on the reverse side of this agreement. The Customer shall provide Delta Wireless service personnel with a minimum of 3 working days' notice prior to delivery of a mobile unit for reinstallation to verify radio operation and that accessories are on hand. Customer shall provide Delta Wireless full and free access to all equipment being serviced.

(6a) Time and place of maintenance work for INFRASTRUCTURE: Maintenance work on base stations and fixed equipment shall be performed at the location of the equipment with Customer furnishing heat, AC, light and power at these locations. The Customer shall give Delta Wireless 3 working days prior written notification and acceptance of the proposed software adds, moves or changes before software installation can start. Customer shall give Delta Wireless full and free access to all equipment being serviced.

(7) Payment. On or about the date each payment is due ~~as set forth on the reverse side of this agreement~~ Delta Wireless, Inc. will send the customer an invoice covering the monthly maintenance fees for the next Payment Period plus all other charges for the preceding Payment Period, and the Customer shall pay the amount of said invoice within thirty (30) days of its date to Delta Wireless, Inc. Each invoice shall be due and payable whether or not the equipment is operating, and Delta Wireless, Inc. may terminate this agreement by giving the Customer thirty (30) days' notice by certified mail if the Customer defaults in its payment to Delta Wireless, Inc. The Customer shall reimburse Delta Wireless, Inc. for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed by or under the authority of the Federal, State or local law, rule or regulation with respect to the maintenance of the equipment except Federal income and profits taxes of Delta Wireless, Inc.

(8) FCC records. Delta Wireless, Inc. will assist in FCC licensing issues, however Customer is solely responsible for any and all licenses or authorizations required by the FCC or any other government agency.

~~(9) Automatic renewal. After the "Date Maintenance Ends" indicated on the reverse side of this agreement, this agreement shall continue for successive additional periods of 1 month, provided that either Delta Wireless, Inc. or the Customer may terminate this agreement on the "Date Maintenance Ends" or thereafter upon 30 days written notice to the other party sent by certified mail to the address indicated herein. Annual preventative maintenance certifications will be performed after the 12 months of payment. Inventory adjustments will be made on an annual basis.~~

~~(10) Laws and regulations. This agreement and the rights and obligations of the parties under it are subject to present and future valid orders and valid laws, rules and regulations of duly constituted authorities having jurisdiction.~~

(11) Waiver. Failure or delay on the part of Delta Wireless, Inc. or the Customer to exercise any right power or privilege hereunder shall not operate as a waiver thereof.

(12) Prior negotiations. This contract constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

(13) Amendment. No revision of this agreement shall be valid unless made in writing and signed by a General Manager or corporate officer of Delta Wireless Inc. and authorized agent of the Customer.

(14) Non-solicitation agreements. Delta Wireless, Inc is and shall remain an independent contractor under this agreement and any other agreement for consulting services and no employment relationship is created. Services are provided for the exclusive use of the Client, and may not be sold, given away, or used for any other purpose other than the Client's business or organization. The Client understands and agrees that Delta Wireless, Inc employees may not be solicited for regular full-time or part-time employment at the Client's business or organization without the express written approval by Designated of Delta Wireless, Inc. The Client further agrees that in the event that any Delta Wireless, Inc employee, while still employed by Delta Wireless, Inc, or within ninety days of separation of employment from Delta Wireless, Inc, becomes employed by the Client, a placement fee equal to thirty percent of the first years salary is immediately payable to Delta Wireless, Inc upon hiring of the Delta Wireless, Inc employee by the Client.

(15) Non-Solicitation of Employees: Customer shall not, during the term of this Agreement and for a period of two (2) years immediately following the termination of the contract, or any extension hereof, for any reason, either directly or indirectly: (a) call on, solicit, induce, recruit, or encourage any of Delta Wireless, Inc employees to leave their employment or terminate their contracts or take away such employees (b) attempt to solicit, induce, recruit, encourage or take away employees for the customer or any other person or entity: (c) call on solicit, induce, recruit or encourage any of the customers to terminate their relationships with Delta Wireless or take away such customers or (d) attempt to solicit, induce, recruit, encourage or take customer of Delta Wireless, Inc for the Customer or any other person or entity.

(16) Equipment that is documented "End of Life" by a manufacturer, cannot be added to this contract. Delta Wireless, Inc will provide a diligent work effort to repair the equipment on a time and material basis, under the same contractual response time and work day/week schedule.

Exhibit B

Service Agreement

DELTA
WIRELESS, INC
1700 W. Fremont St.
Stockton Ca; 95203
(209) 948-9611 fax (209) 948-0103

Customer:	Lodi, city of			Service Agreement No:	S0801191
Attention:	Benjamin Buecher			Agreement Date:	8/1/2019
Address:	P.O. Box 3006			Date Maintenance Begins:	
City:	Lodi	State: CA	Zip: 95241	Date Maintenance Ends:	
Phone:	209-333-6761	Fax:		Payment Period:	Monthly
E-Mail:	bbuecher@lodi.gov			Customer PO#:	
				Negotiated by:	Debra Thompson

Monthly Fees

Quantity	Equipment	Descriptions	Place of Service	Per Unit	Extended
		See Attached			

TOTAL: See attached

When this agreement is accepted by Delta Wireless Inc., the equipment on the customer/agreement order referenced above will be serviced by Delta Wireless in accordance with the Terms and Conditions printed on the reverse side. This agreement does not include replacement of antennas or batteries or service of any transmission line, antenna, tower, or tower lighting unless such work is described below.

Special Instructions

Service includes 7X24, with a 2 hour response time. The equipment included on the Service Contract are necessary for the proper operation of the systems.

Customer Name: Stephen Schwabauer	Delta Wireless, Inc.
Authorized Signature or PO#:	Authorized Signature:

Approved as to Form:

JANICE D. MAGDICH
City Attorney

ATTEST:

JENNIFER M. FERRAIOLO

City of Lodi
Maintenance Quote

Equip		Qty			2019 Year 1 Warranty	2020 Year 2	2021 Year 3	2022 Year 4-10
				Annual	$ -	$ 36,720.00	$ 36,720.00	$ 36,720.00
				Monthly	$ -	$ 3,060.00	$ 3,060.00	$ 3,060.00
Ethernet Switch	CLN1868	8	$ 40.00		$ -	$ 320.00	$ 320.00	$ 320.00
GGM8000 Gateway	SQM01SUM205	8	$ 40.00		$ -	$ 320.00	$ 320.00	$ 320.00
GCM8000 Comparator	T7321	3	$ 80.00		$ -	$ 240.00	$ 240.00	$ 240.00
GCM8000 Comparator	CA01183AA	5	$ 80.00		$ -	$ 400.00	$ 400.00	$ 400.00
GTR 8000 Base Radios	T7039	5	$ 100.00		$ -	$ 500.00	$ 500.00	$ 500.00
GPW 8000 Receiver	T7540	12	$ 40.00		$ -	$ 480.00	$ 480.00	$ 480.00
GPW8000 Reciever Cards	X301AR	4	$ 40.00		$ -	$ 160.00	$ 160.00	$ 160.00
GPW8000 Reciever Cards	X302AR	16	$ 40.00		$ -	$ 640.00	$ 640.00	$ 640.00

YEAR 1 Warranty	$ -
YEAR 2	$ 36,720.00
YEAR 3	$ 36,720.00
YEAR 4	$ 36,720.00
YEAR 5	$ 36,720.00
TOTAL FIVE YEAR	$ 146,880.00

EXHIBIT C

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

Insurance Requirements for Most Contracts

(Not construction or requiring professional liability)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

Other Insurance Provisions:

(a) Additional Named Insured Status
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used

(b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

(d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.

(e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

(f) Continuity of Coverage

All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

(g) Failure to Comply

If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(h) Verification of Coverage

Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**

(i) Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

(j) Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

(k) Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors

(l) Qualified Insurer(s)

All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Delta Wireless

Overall Status: Approved

Info	Contract Number	Project Number	Project Name	Department Name	Project Status
			Delta Wireless	Lodi Internal Services	Approved

General Liability Agent	01/15/2019 — 01/15/2020 Policy: CO6C787705-TCT-19 Insurer: Travelers Indemnity Company of CT	Each Occurrence: $1,000,000 Fire Damage (any one fire): $300,000 Med.exp (any one person): $5,000 Personal/adv Injury: $1,000,000 General (Aggregate): $2,000,000 Products-comp/op Agg: $2,000,000	**Approved**
Automobile Liability Manual Entry	01/15/2019 — 01/15/2020 Policy: 8106C787705-TIL-19 Insurer: Travelers Indemnity Company of CT	Combined Single Limit (Ea Accident): $1,000,000 Bodily Injury (Per Person): Bodily Injury (Per Accident): Property:	$ $ $ **Approved**
Excess Agent	01/15/2019 — 01/15/2020 Policy: CUP9H393287-19 Insurer: Travelers Property Casualty Co of Amer	Limit: $5,000,000	**Approved**
Excess Manual Entry	01/15/2019 — 01/15/2020 Policy: CUP9H393287-19 Insurer: Travelers Property Casualty Co of Amer	Limit: $5,000,000	**Approved**
Workers Compensation Manual Entry	01/01/2019 — 01/01/2020 Policy: WPL5045533-00 Insurer: Insurance Company of the West	E.L. Each Accident: $1,000,000 E.L. Disease - Ea Empoyee: $1,000,000 E.L. Disease - Policy Limit: $1,000,000	**Approved**

Requested Documents **Approved**

Requirements Notes:

Waived Cyber Liability due to vendor not developing software or storing data. Per BB the vendor will come in and work on the radios to fix the issue. SD

EXHIBIT 1

MOTOROLA SOLUTIONS

CHANGE ORDER
CO#1

Change Order No. 01
Date: 04/02/20
Project Name: P25 System Upgrade
Customer Name: City of Lodi
Customer Project Mgr: Cheri Lynn Eklund

The purpose of this Change Order is to:

Purchase and Installation of 3 APX 8500 Consolettes .

Equipment and Services	Pricing
City of Lodi Equipment	**$27,309**
City of Lodi Equipment HGAC Discount	**($6,701)**
City of Lodi HGAC Discounted Equipment	**$20,608**
City of Lodi System Implementation	**$31,123**
City of Lodi Tax (Equipment Only)	**$1,700**
City of Lodi Total System	**$53,431**

Contract # **Proposal is contract** **Contract Date:** **09/03/19**

In accordance with the terms and conditions of the contract identified above between The City of Lodi and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	$	1,201,590
Previous Change Order amounts for Change Order numbers N/A through N/A	$	0.00
This Change Order:	$	53,431
Contract Credit Amount (DDR changes)	$	0.00
Reduction in Contract Credit	$	0.00
Revised Contract Credit Amount	$	0.00
New Contract Value:	$	1,255,021

MOTOROLA SOLUTIONS

CHANGE ORDER
CO#1

Completion Date Adjustments

Original Completion Date:	
Current Completion Date prior to this Change Order:	
New Completion Date:	

Changes in Equipment: *(additions, deletions or modifications)*

Purchase 3 APX 8500 consolettes

Changes in Services: *(additions, deletions or modifications)*

Installation of 3 APX 8500's

Schedule Changes: *(describe change or N/A)*

N/A

Pricing Changes: *(describe change or N/A)*

Increase contract by $53,453

Customer Responsibilities: *(describe change or N/A)*

N/A

Payment Schedule for this Change Order:
(describe new payment terms applicable to this change order)

Payment for equipment due upon shipment $22,308.
Payment for installation due upon completion of install $31,123.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola, Inc.		**Customer**	
By:	Kent Martin	By:	Stephen Schwabauer
Printed Name:	Kent Martin	Printed Name:	Stephen Schwabauer
Title:	Regional Services Manager	Title:	City Manager
Date:	April 6, 2020	Date:	April 14, 2020

Reviewed by: Cheri Lynn Eklund
Motorola Project Manager

Date: 04/02/20

Approved as to Form:
Janice D. Magdich
Janice D. Magdich, City Attorney

Signature: Janice D Magdich (Apr 14, 2020)

Email: jmagdich@lodi.gov

Signature: Steve Schwabauer (Apr 14, 2020)

Email: sschwabauer@lodi.gov

RESOLUTION NO. 2020-87

A RESOLUTION OF THE LODI CITY COUNCIL RATIFYING EXPENSES AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CHANGE ORDER TO RESOLUTION NO. 2019-178 TO PURCHASE REPLACEMENT ULTRA HIGH FREQUENCY (UHF) CONVENTIONAL MULTISITE RADIO COMMUNICATIONS SYSTEMS FROM MOTOROLA SOLUTIONS INC., OF SAN DIEGO

==========

WHEREAS, on September 4, 2019, Council adopted Resolution No. 2019-178, approving the purchase of the replacement radio system for Public Safety by, which is an integral part of a Police Officer's and Firefighter's safety while on duty; and

WHEREAS, the current Motorola radio system is at its end of life and is experiencing intermittent failures of components that are not supported by the manufacturer; and

WHEREAS, replacement parts are salvaged from neighboring municipalities or purchased on eBay, and are increasingly rare and difficult to find; and

WHEREAS, the change order addresses the need for equipment not covered under the original purchase, and the additional equipment will be installed at the Stockton Fire dispatch center, allowing Stockton's radio system to be compatible with Lodi's new radio system; and

WHEREAS, the Cities of Lodi, Stockton, Manteca, and Tracy, and the Lathrop-Manteca Fire District desired to jointly exercise their powers to provide for regional emergency and non-emergency dispatch services and related services, including but not limited to creation, development, ownership and operation of programs, facilities, and funds which led to the creation and establishment of the San Joaquin County Regional Fire Dispatch Joint Powers Authority (the "Authority") on July 1, 2015; and

WHEREAS, Stockton Fire had been chosen to be the dispatch agency for the Authority, because Stockton had a well-established fire dispatch center and was the most cost-effective choice; and

WHEREAS, being part of the regional dispatch is critical to emergency response within Lodi, particularly in larger events, and maintaining connection to the current regional dispatch center and the ability to be compatible with potential future changes is critical. These upgrades will help ensure Lodi Fire Department has the ability to be interoperable with regional dispatch; and

WHEREAS, staff recommends that the City Council ratify expenses and authorize the City Manager to execute a change order to Resolution No. 2019-178 to purchase replacement Ultra High Frequency (UHF) Conventional Multisite Radio Communications Systems from Motorola Solutions, Inc., of San Diego in the amount of $53,431; and

WHEREAS, staff recommends that funding for the Change Order purchase will come from current appropriations in the Measure L Fund.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a change order to Resolution No. 2019-178 to purchase

replacement Ultra High Frequency (UHF) Conventional Multisite Radio Communications Systems from Motorola Solutions, Inc., of San Diego in the amount of $53,431; and

BE IT FURTHER RESOLVED that the City Council does hereby approve the funding for the Change Order purchase from Measure L Fund – 10395000.77030; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: May 6, 2020

==========

I hereby certify that Resolution No. 2020-87 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 6, 2020, by the following vote:

AYES: COUNCIL MEMBERS – Chandler, Mounce, Nakanishi, and Mayor Kuehne

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

Pamela M. Farris

PAMELA M. FARRIS
Assistant City Clerk

DELTA WIRELESS, INC

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Delta Wireless, Inc.
1700 W. Fremont Street
Stockton CA 95203
209-948-9611 fax 209-948-0103
California C7 Contractor's License: 748224

Project Number 133000159

SALES QUOTE

Customer

Name	City of Lodi	Contact	Ben Buecher
Address	221 West Pine Street	Phone	(209) 333-5548
City	Lodi	Fax	
State	CA	Email	bbuecher@lodi.gov
Zip	95241	Project	Waveguide Bridge Install Water Tower

Dates

Quote Issued	8/6/2020
Customer P.O.	

Product/Service Name	Quantity	Price	TOTAL
24" GRIP STRUT	2	$422.36	$844.72
BRIDGE POSTS	3	$140.79	$422.37
TRAPEZE	6	$93.86	$563.16
CONCRETE	6	$58.66	$351.96
Installation Kit	1	$99.55	$99.55

** Items marked with a double asterisk are nontaxable items

Taxable Items Pages 1-6	$2,281.76
Freight (Ground)	
Taxable Subtotal	$2,281.76
Tax	$188.25
Nontaxable Items Pages 1-6	$ -
Nontaxable Labor	$3,250.00
Fuel Surcharge	
TOTAL	$5,720.01

SCOPE OF WORK:
Delta to provide and install a 24" waveguide bridge from the new radio shelter at the Lodi Water Tower location to the entry point at the base of the water tower in support of new radio equipment being installed at the Water Tower site. All permits required are the responsibility of the customer. Customer to provide access during normal working hours. Customer to provide adequate grounding at site location. No other additions at the site are included in this quote. Maximum waveguide bridge length is 24'. Any changes to this scope will require a change order.

Sales/Offered By: David Naasz
Title: Senior Sales Representative
Phone Number: (209)948-9611
Engineered By (Initials): GG

THIS QUOTE REPRESENTS AN ENGINEERED SOLUTION AND IS PROPRIETARY AND CONFIDENTIAL

Quote valid for thirty (30) days after receipt

EXHIBIT 2

Delta Wireless, Inc.
1700 W. Fremont Street
Stockton CA 95203
209-948-9611 fax 209-948-0103
California C7 Contractor's License: 748224

Project Number 133000159

Terms and Conditions

Customer			
Name	City of Lodi	Project	Waveguide Bridge Install Water Tower
Contact	Ben Buecher	Phone	(209) 333-5548

Dates	
Quote Issued	8/6/2020
Customer P.O.	

TERMS AND CONDITIONS ***(Initial and Accept or Deny in the places provided)***

1) **Installation contract**: This quote is based upon detailed information provided to Delta Wireless, Inc. by the quoted customer. Signing this quote formally constitutes a signed contract for products and services between Delta Wireless, Inc. and the customer. _____ **Initial**

2) **Adds, moves and changes** to the scope of work described within this quote must result in a written change order signed by both parties, prior to the re-ordering or reconfiguration of any product or service provided on this quote. _____ **Initial**

3) **Remobilization** charges (depending on distance) will be added to this quote if the vehicle and/or site are not available at the time and place scheduled with the customer, or is not in the condition or configuration described by the customer. _____ **Initial**

4) **Used equipment** will be installed at the customer's own risk. Appearance and performance will not be improved by installation. Customers have the responsibility to inform Delta of equipment deficiencies prior to installation. Delta will be glad to provide a quote for the repair and/or replacement of any equipment. _____ **Initial**

5) **Work Delay:** Installation will begin only after all equipment to be installed is physically on hand and ready for installation. A delay in the work schedule may occur if the customer requests "Adds, moves or changes" to this quotation or if a previously unknown or undisclosed condition is discovered during installation that alters the work required. If a "change order" results, a minimum of one hour may be charged and/or travel time assessed for the remobilization of labor on the project. _____ **Initial**

6) **Restocking and freight:** A 25 % restocking fee will be added to the change order for any product returned by Delta, on the customer's behalf. If the equipment has already been installed and the product cannot be returned to the manufacturer, the customer must pay in full. Additional freight charges, if required, will be added to the change order. _____ **Initial**

7) **Payment for equipment due upon receipt of equipment.** _____ **Initial**

8) **Labor payment due upon completion of contract.**

9) **Labor warranty 30 days.** Does not cover labor required to troubleshoot and repair/replace defective equipment. _____ **Initial**

10)) **Video system extended labor warranty:** Delta offers an extended labor warranty to bridge the gap between the video equipment manufacturer's parts warranty and the cost of triage, analyzing, tracking, shipping, interfacing with the manufacturer, re-installing and testing the repaired video equipment. Each system is specific and unique requiring a quote. Please contact Delta Wireless at the number above. ☐ **Accept** ☐ **Decline** _____ **Initial**

11) **Equipment warranty:** Manufacturer's warranty applies. All labor to troubleshoot, reprogram, and reinstall equipment will not be included in the warranty. Freight charges to the manufacturer will not be included. _____ **Initial**

12) **Non-Solicitation:** Customer shall not, during the term of this Agreement and for a period of two (2) years immediately following the termination of the contract, or any extension hereof, for any reason, either directly or indirectly: (a) call on, solicit, induce, recruit, or encourage any of Delta Wireless employees to leave their employment or terminate their contracts or take away such employees; (b) attempt to solicit, induce, recruit, encourage or take away employees for the customer or any other person or entity; (c) call on solicit, induce, recruit or encourage any of the customers to terminate their relationships with Delta Wireless or take away such customers or (d) attempt to solicit, induce, recruit, encourage or take customer of Delta Wireless for the customer or any other person or entity. _____ **Initial**

13) **Integration:** Delta has provided a diligent work effort to identify the complexity, reliability and compatibility of the integration required within the system design of this surveillance video solution. Manufacturers differ on their understanding, interpretation and documentation level of their equipment and software. Therefore, Delta is not liable for the written or verbal information provided to Delta and presented to our clients through manufacturers, vendors and suppliers while integrating existing or future equipment and/or systems. Change orders may occur when these factors result in additional labor hours, or if additional equipment or software is required to provide the level of integration desired or to remedy a situation caused by the integrated product. _____ **Initial**

14) **Server warranty:** Any attempt to alter software configuration or settings after server installation by other than Delta Wireless may void the server warranty and result in additional billing to restore proper system operation. An extended warranty through a Service Level Agreement (SLA) is available Call Delta Wireless for a quote. ☐ **Accept** ☐ **Decline** _____ **Initial**

15) **Environmental limitations of video:** Variations in video quality due to changes in sun position, weather, lighting or housing cleanliness are a function of equipment limitations and are not a responsibility of Delta Wireless. Manufacturer's warranty provides for component repair at a Depot only and does not cover troubleshooting labor, shipping costs or restoration labor charges. No maintenance, warranty labor or shipping cost is provided by this installation agreement unless the customer purchases an extended labor warranty from Delta Wireless. _____ **Initial**

16) **Interference:** Interference to licensed or unlicensed frequencies are not the responsibility of Delta Wireless. _____ **Initial**

CUSTOMER SIGNATURE CONSTITUTES AGREEMENT WITH DELTA WIRELESS AND NETWORK SOLUTIONS TERMS AND CONDITIONS

QUOTE AND TERMS ACCEPTED BY:	**Date:**

Quote valid for thirty (30) days after receipt

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT WITH DELTA WIRELESS,
INC., STOCKTON, THROUGH MOTOROLA FOR THE PURCHASE AND
INSTALLATION OF CABLE BRIDGE FOR SUPPORT AND PROTECTION
OF UHF ANTENNAE CABLES, AND CRANE SERVICES

==========

WHEREAS, on September 4, 2019, Council adopted Resolution No. 2019-178, approving the purchase of the replacement radio system for Public Safety, which is an integral part of a Police Officer's and Firefighter's safety while on duty; and

WHEREAS, the current Motorola radio system is at the end of life and is experiencing intermittent failures of components that are not supported by the manufacturer; and

WHEREAS, the new Motorola Ultra High Frequency (UHF) radio system will prepare the City to participate in a countywide interagency system when it becomes available; and

WHEREAS, Motorola uses service zones and assigns certified authorized third party dealers specific zones and Delta Wireless maintains the support for Motorola systems in the zone in which the City resides; and

WHEREAS, Amendment No. 2 approves the purchase and installation of a cable bridge to properly protect and support UHF coaxial antennae cables between the water tower and shelter supporting the radio transmitter and receivers; and

WHEREAS, Amendment No. 2 approves Delta Wireless to contract the use of a crane to hoist an antennae to the top of the water tower, given that the length of the antennae prohibits it from being hoisted from within the tower; and

WHEREAS, staff recommends approving Amendment No. 2 to Professional Services Agreement with Delta Wireless, through Motorola, for the purchase and installation of a cable bridge at the water tower to support and protect UHF coaxial cable and for Delta Wireless to contract a crane to hoist an antennae to the top of the water tower, in the amount of $5,721.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 2 to the Professional Services Agreement with Delta Wireless Inc., through Motorola, for the purchase and installation of a cable bridge and lease of crane services to install an antennae on the top of the water tower in the amount of $5,721.

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: August 19, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 19, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM C-07

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Rescinding Resolution No. 2019-233 and Authorizing City Manager to Execute Professional Services Agreement with Securitas Electronic Security, Inc., of Uniontown, Ohio, for Installation, Repair, and Maintenance of City Security Doors, Gates, and Access Controls ($90,000)

MEETING DATE: August 19, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution rescinding Resolution No. 2019-233 and authorizing City Manager to execute Professional Services Agreement with Securitas Electronic Security, Inc., of Uniontown, Ohio, for installation, repair, and maintenance of City security doors, gates, and access controls, in the amount of $90,000.

BACKGROUND INFORMATION: On November 20, 2019, Council adopted Resolution No. 2019-233 awarding the Professional Services Agreement for installation, repair, and maintenance of City security doors, gates, and access controls to Securitas Electronic Security, Inc. (Securitas), in the amount of $90,000. After Council award, Securitas requested minor changes to some of the legal language and to add a new section covering warranties. The requested revisions are acceptable to staff and are approved by the City Attorney. All other terms and conditions remain the same.

Staff recommends rescinding Resolution No. 2019-233 and authorizing City Manager to execute Professional Services Agreement with Securitas Electronic Security, Inc., of Uniontown, Ohio, for installation, repair, and maintenance of City security doors, gates, and access controls, in the amount of $90,000.

FISCAL IMPACT: Costs will be distributed to the division operating account dependent upon the location of the installation, repairs, and or maintenance. It is anticipated that approximately 50 percent of the work associated with this agreement will impact the General Fund.

FUNDING AVAILABLE: Funding is budgeted in the operating accounts associated with the location of the repairs.

Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Rebecca Areida-Yadav, Public Works Management Analyst
CES/RAY/tc
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2020, (the "Effective Date") by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and SECURITAS ELECTRONIC SECURITY, INC., a Delaware corporation, qualified to do business in California (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for on-call repairs and maintenance of City security doors, gates, and access controls (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall

remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on the Effective Date and terminates upon the completion of the Scope of Services or on June 30, 2023, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional two (2) one (1)-year extensions; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed five (5) years.

Section 2.8 Warranty

Contractor hereby warrants items provided pursuant to Exhibit A will be free from defects for one (1) year after acceptance, which shall occur upon the earlier of (a) completion of installation of the item and CONTRACTOR's determination that the item is in operable condition, or (b) beneficial use of the item. CONTRACTOR's obligation under this warranty is limited to repairing or, at its option, replacing the part of the complete unit without cost to the CITY within a reasonable time after the receipt of written notice as to such defect and which its examination shall disclose to its satisfaction to have been defective. This warranty extends only to the original end user of new equipment and shall be void if the product is repaired or tampered with in any manner by other than CONTRACTOR's authorized service personnel. If inspection by CONTRACTOR does not disclose any defect covered by this warranty, the equipment will be repaired or replaced and CONTRACTOR'S regular service charges will apply. Services shall be warranted for a period of thirty (30) days. CONTRACTOR's obligation under this warranty is limited to reperforming the defective services. CONTRACTOR MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED IN CONTRACT AND IN TORT LAW.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY and the parties have mutually agreed to an amendment to this Agreement to cover such additional work.

Section 3.2 Prevailing Wage

The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

Section 3.3 **Contractor Registration – Labor Code §1725.5**

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 3.4 **Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CITY shall pay any invoices not in a good faith dispute within sixty (60) days of receipt of invoice. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.5 **Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.6 **(AB 626) Public Contract Code Section 9204 – Public Works Project Contract Dispute Resolution Procedure**

Section 9204 of the California Public Contract Code (the "Code") provides a claim resolution process for "Public Works Project" contracts, as defined, which is hereby incorporated by this reference, and summarized in the following:

Definitions:

"Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under a contract for a Public Works Project.

(B) Payment of money or damages arising from work done by, or on behalf of, a contractor pursuant to a contract for a Public Works Project and payment for which is not otherwise expressly provided or to which a claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the City.

"Public Works Project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

Claim Resolution Process:

(1) All Claims must be properly submitted pursuant to the Code and include reasonable documentation supporting the Claim. Upon receipt of a Claim, the City will conduct a reasonable review, and within a period not to exceed 45 days, will provide the claimant a written statement identifying the disputed and undisputed portions of the Claim. The City and contractor may, by mutual agreement, extend the time periods in which to review and respond to a Claim. If the City fails to issue a written statement, paragraph (3) applies.

Any payment due on a portion of the Claim deemed not in dispute by the City will be processed and made within 60 days after the City issues its written statement.

(2) If the claimant disputes the City's response, or if the City fails to respond to a Claim within the time prescribed in the Code, the claimant may demand in writing, by registered mail or certified mail, return receipt requested, an informal conference to meet and confer for settlement of the issues in dispute, which will be conducted within 30 days of receipt.

If the Claim or any portion thereof remains in dispute after the meet and confer conference, the City will provide the claimant a written statement, within 10 business days, identifying the remaining disputed and undisputed portions of the Claim. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the City issues its written statement. Any disputed portion of the Claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, as set forth in the Code, unless mutually waived and agreed, in writing, to proceed directly to a civil action or binding arbitration, as applicable.

(3) A Claim that is not responded to within the time requirements set forth in the Code is deemed rejected in its entirety. A Claim that is denied by reason of such failure does not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by the Code will bear interest at 7 percent per annum.

(5) Subcontractors or lower tier subcontractors that lack legal standing or privity of contract to assert a Claim directly against the City, may request in writing, on their behalf or the behalf of a lower tier subcontractor, that the contractor present a Claim to the City for work performed by the subcontractor or lower tier subcontractor. The request shall be accompanied by reasonable documentation to support the Claim. Within 45 days of receipt of such written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the Claim to the City and,

if the original contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

The Claim resolution procedures and timelines set forth in the Code are in addition to any other change order, claim, and dispute resolution procedures and requirements set forth in the City contract documents, to the extent that they are not in conflict with the timeframes and procedures the Code.

Section 3.7 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with reasonably necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review (and obtain copy if legally required by statute or other regulation) all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate reasonable access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying (if legally required by statute or other regulation) such books, records, accounts, and other material that are directly relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement. The parties agree that in no event shall the audit rights herein extend to CONTRACTOR's proprietary information or to information not affecting this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they are liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election and cost, to conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, City may seek for CONTRACTOR to pay all of the actual costs directly related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or employee of either party shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY, excluding its gross negligence or willful misconduct, shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement,

except in whole by virtue of merger or acquisition, without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn: Rebecca Areida-Yadav

To CONTRACTOR: Securitas Electronic Security, Inc.
3800 Tabs Drive
Uniontown, OH 44685
Attn: Legal Dept.

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for

costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to seek reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

The parties contemplate at the time of this Agreement, that the products to be provided will be exclusively third party products and software. Therefore, CONTRACTOR shall pass through to CITY any end user license terms and along with any other pass through terms and conditions permitted and/or required for the use of such third party hardware and software. Other than the above referenced pass through licenses and/or terms and conditions, CONTRACTOR has no intellectual property rights or other rights in the third party development. Although not anticipated, should any order specify CONTRACTOR proprietary hardware, software, or security system designs, the parties shall agree in advance, and in writing, on the rights associated with such proposed order.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

Section 4.22 Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE IN ANY WAY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST BUSINESS OR PROFITS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED IN BREACH OF WARRANTY, CONTRACT, OR NEGLIGENCE OR OTHERWISE IN CONNECTION WITH THE MANUFACTURE, USE OR SALE OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY HEREIN, IF FOR ANY REASON EITHER PARTY IS FOUND TO BE

LIABLE, IN NO EVENT SHALL SUCH PARTYS LIABILITY EXCEED THE INSURANCE LIMITS CALLED FOR IN THIS AGREEMENT.

IN NO EVENT WILL EITHER PARTY OR ITS INSURERS BE LIABLE TO THE OTHER PARTY FOR LOSS OR DAMAGE ARISING FROM OR RELATED TO AN ACT OF TERORISM, THE PARTIES INTEND FOR THIS WAIVER TO "FLOW DOWN" TO THEIR RESPECTIVE CONTRACTORS.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

_____
JENNIFER CUSMIR
City Clerk

_____
STEPHEN SCHWABAUER
City Manager

APPROVED AS TO FORM:
JANICE D. MAGDICH, City Attorney

By: _____

SECURITAS ELECTRONIC SECURITY, INC.,
a Delaware corporation

By: _____
Name:
Title:

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements
Exhibit D – Federal Transit Funding Conditions (if applicable)

Funding Source: _____
(Business Unit & Account No.)

Doc ID:K:\WP\PROJECTS\PSA's\2019\Securitas PSA.doc

CA:Rev.08.2020

Exhibit A/B

Securitas Electronic Security, Incorporated
SES Division Headquarters
3800 Tabs Drive
Uniontown, OH 44685
USA
Toll Free 855-331-0359

www.securitases.com

October 14th, 2019

Rebecca Areida-Yadev,
Management Analyst
Public Works Department
City of Lodi
(209) 333-8706

Dear Mrs. Yadev,

On behalf of Securitas Electronic Security, I am pleased to present the below Time and Material Hourly rate for the City of Lodi for on call repairs and maintenance for security doors, gates and access control.

The Securitas Electronic Security rate for the first year of this agreement is $175 per hour, Monday – Friday 8am – 5pm, $262.50 Overtime and $350 Sunday and Holiday with a 3% escalation for each additional year. All additional work will be quoted based on this rate to include any applicable material and travel cost to be approved by the City of Lodi prior to any work being performed.

Again, I would like to thank you for this opportunity and I look forward to working with you.

NOT TO EXCEED $90,000

Regards,

John Mendoza

John Mendoza

EXHIBIT C

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

Insurance Requirements for Most Contracts

(Not construction or requiring professional liability)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

Other Insurance Provisions:

(a) Additional Insured Status
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used

(b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

(d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.

(e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

(f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration

of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

(g) Failure to Comply

Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(h) Verification of Coverage

Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to review complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time upon reasonable prior written notice. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**

(i) Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

(j) Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors

(k) Qualified Insurer(s)

All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
RESCINDING RESOLUTION NO. 2019-233, AND AUTHORIZING THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENT WITH SECURITAS ELECTRONIC SECURITY, INC., OF UNIONTOWN, OHIO, FOR INSTALLATION, REPAIR, AND MAINTENANCE OF CITY SECURITY DOORS, GATES, AND ACCESS CONTROLS

==========

WHEREAS, on November 20, 2019, Council adopted Resolution No. 2019-233 awarding the Professional Services Agreement for installation, repair, and maintenance of City security doors, gates, and access controls to Securitas Electronic Security, Inc. (Securitas), in the amount of $90,000; and

WHEREAS, after Council award, Securitas requested minor changes to some of the legal language and to add a new section covering warranties; and

WHEREAS, the requested revisions are acceptable to staff and have been approved by the City Attorney, with all other terms and conditions remaining the same; and

WHEREAS, staff recommends rescinding Resolution No. 2019-233, and authorizing the City Manager to execute Professional Services Agreement with Securitas Electronic Security, Inc., of Uniontown, Ohio, for installation, repair, and maintenance of City security doors, gates, and access controls, in the amount of $90,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby rescind Resolution No. 2019-233, and authorizes the City Manager to execute a Professional Services Agreement with Securitas Electronic Security, Inc., of Uniontown, Ohio, for installation, repair, and maintenance of City security doors, gates, and access controls, in the amount of $90,000; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: August 19, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 19, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

2020-____

AGENDA ITEM C-8

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 3 to Professional Services Agreement with Quest Media & Supplies, Inc., of Roseville, for Purchase and Installation of Server Storage and Video Surveillance Cameras at City Hall, Parks and Recreation Maintenance Facility, and Fire Station No. 1, Including System Support and Maintenance Plan ($89,875)

MEETING DATE: August 19, 2020

PREPARED BY: Information Technology Manager

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment No. 3 to Professional Services Agreement with Quest Media & Supplies, Inc., of Roseville, for purchase and installation of server storage and video surveillance cameras at City Hall, Parks and Recreation Maintenance Facility, and Fire Station No. 1, including system support and maintenance plan, in the amount of $89,875.

BACKGROUND INFORMATION: In an effort to enhance security at City facilities, it is vital to expand the video surveillance program within City Hall, Civic Plaza, and Hale Park. There have been reoccurring acts of graffiti over the past month at the Veteran's Plaza and repeated vandalism at Fire Station No. 1, damaging apparatus bay doors and personal vehicles. City of Lodi Police have reported several cases of violence at Hale Park. Parks and Recreation have repeated trespassing, theft, and vandalism at the Park's Maintenance Facility. Adding additional cameras will give staff the opportunity to identify suspects or possibly deter vandalism to City property.

Implementing a modern video surveillance system will improve protection of City assets, which includes cash, infrastructure, and Staff. The enhanced video resolution and coverage angles will improve identification of faces and vehicles. Digital video surveillance systems store all the footage from the cameras on a digital video recorder, giving a centralized management point for both City staff and Police, if necessary, to monitor and react in a timely manner.

On October 4, 2017, Council adopted a resolution authorizing City Manager to execute Professional Service Agreement with Quest Media & Supplies, Inc., of Roseville, for the purchase and installation of video surveillance system and maintenance plan, in the amount of $72,475. Amendment No. 1 was authorized by Council on May 16, 2018 and included equipment and installation at Lodi Police Department, in the amount of $23,996. Amendment No. 2 was authorized by Council on June 17, 2020 and included certain camera upgrades within the Finance building, in the amount of $5,989. If approved, Amendment No. 3 will add $89,875 to the agreement amount, for a total agreement amount of $192,335.

Quest Media & Supplies, Inc. offered real-time network monitoring of the health of the video system. This was a unique option not offered by other vendors. This service would help detect errors and failures of equipment and initiate a repair technician immediately. Quest Media & Supplies, Inc. will replace, repair, and maintain all endpoint devices during the life of the contract, as needed, barring intentional physical

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APPROVED: _____
Stephen Schwabauer, City Manager

damage or misuse of the hardware. Quest Media & Supplies, Inc.'s real-time network monitoring helps ease the pressure of City staff from conducting regular testing and maintenance of the video surveillance system.

Staff recommends authorizing City Manager to execute Amendment No. 3 to Professional Services Agreement with Quest Media & Supplies, Inc., of Roseville, for purchase and installation of server storage and video surveillance cameras at City Hall, Parks and Recreation Maintenance Facility, and Fire Station No. 1, including system support and maintenance plan, in the amount of $89,875.

FISCAL IMPACT: Funding for this project is included in the Fiscal Year 2020/21 budget.

FUNDING AVAILABLE: Purchase and Installation - $89,875

The remainder of the five-year maintenance of $30,300 will increase by $10,800 for 24 months, for a total of $41,100, which will be funded solely from General Fund. The remainder of the original contract will remain funded from the following sources:

Fund	Percentage	Account
General Fund	37%	10020203.72499
Electric Utility	44%	50060001.72499
Wastewater	8%	53503001.72499
Water	11%	56052001.72499

Andrew Keys

Andrew Keys
Deputy City Manager/Internal Services Director

8/11/20

Benjamin Buecher
Information Technology Manager

AK/BB/tc
Attachment

AMENDMENT NO. 3

QUEST MEDIA & SUPPLIES, INC.
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this ____ day of _____, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and QUEST MEDIA & SUPPLIES, INC., a California corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on November 3, 2017, Amendment No. 1 on June 25, 2018, and Amendment No. 2 on August 6, 2020 (collectively the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and

2. WHEREAS, CITY now requests to increase the fees by $89,875, in addition to the original Professional Services Agreement in the amount of $72,475, Amendment No. 1 in the amount of $23,996, and Amendment No. 2 in the amount of $5,989, for a total amount of $192,335, and amend the Scope of Services, as set forth in Exhibit 2, attached hereto and made part of; and

3. WHEREAS, CONTRACTOR agrees to the amendment set forth above.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 3 on the date and year first above written.

CITY OF LODI, a municipal corporation

hereinabove called "CITY"

_____
STEPHEN SCHWABAUER
City Manager

Attest:

_____
JENNIFER CUSMIR, City Clerk

Approved as to Form:

_____
JANICE D. MAGDICH, City Attorney jdm

QUEST MEDIA & SUPPLIES, INC., a California corporation
hereinabove called "CONTRACTOR"

_____
VLADIMIR PIVTORAK
Operations Manager, Infrastructure

Exhibit 1

AMENDMENT NO. 2

QUEST MEDIA AND SUPPLIES, INC.
VIDEO SURVEILLANCE SYSTEM INSTALLATIONAND MAINTENANCE

THIS AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT, made and entered this 6th day of August, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Quest Media and Supplies, Inc. (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on November 3, 2017 in the amount of $42,174.37 and Amendment No. 1 on June 25, 2018, to increase the annual "not to exceed amount" from $42,174.37 to $66,169.75, as a result of increased surveillance services adding labor and maintenance in the Police Department ("Amendment No. 1"). The Agreement and Amendment No. 1 are attached hereto as Exhibits A and A-1, respectively, and made a part hereof. All other terms and conditions remained unchanged.

2. SECOND AMENDMENT: CONTRACTOR and CITY requested to perform additional work as set forth in the Scope of service attached hereto as Exhibit A-2, and increase the total cost to $71,738.37; and

3. WHEREAS, CONTRACTOR agrees that if required by state law, including Labor Code 1720, 1771,1774, 1775, and 1776, CONTRACTOR must pay prevailing wages. CONTRACTOR is responsible for interpreting and implementing any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws. In accordance with Labor Code 1773.2, copies of the prevailing wage rates are available at the website for State of California Department of Industrial Relations at http://www.dir.ca.gov.

4. WHEREAS, CONTRACTOR agrees to said amendments; and

5. WHERAS, all other terms and conditions remain unchanged.

NOW, THEREFORE, the parties agree to amend the Scope of Services and increase the fees by $5,568.62 as set forth in Exhibit A-2, for an annual cost of services of $71,738.37.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 on August 6, 2020.

CITY OF LODI, a municipal corporation
hereinabove called "CITY"

Steve Schwabauer

STEPHEN SCHWABAUER
City Manager

Quest Media and Supplies, Inc.
hereinabove called "CONTRACTOR"

VLADIMIR PIVTORAK
OPERATIONS MANAGER

Attest:

~~PAMELA FERRIS~~ Jennifer Cusmir
~~Assistant City Clerk~~ City Clerk

Approved as to Form:

Janice D. Magdich

JANICE D. MAGDICH
City Attorney

Exhibit 1

AMENDMENT NO. 1

QUEST MEDIA AND SUPPLIES, INC.
VIDEO SERVEILLANCE SYSTEM INSTALLATION AND MAINTENANCE

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, made and entered this 25th day of ~~April~~ June, 2018, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Quest Media and Supplies, Inc. (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on November 3, 2017 in the amount of $42,174.37, a true and correct copy of which is attached as Exhibit 1; and

2. WHEREAS, CITY requested to perform additional work as set forth in the Scope of service attached hereto as Exhibit 2, and increase the total cost to $66,169.75; and

3. WHEREAS, CONTRACTOR agrees that if required by state law, including Labor Code §§ 1720, 1771, 1774, 1775, and 1776, CONTRACTOR must pay prevailing wages. CONTRACTOR is responsible for interpreting and implementing any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws. In accordance with Labor Code § 1773.2, copies of the prevailing wage rates are available at the website for State of California Department of Industrial Relations at http://www.dir.ca.gov.

4. WHEREAS, CONTRACTOR agrees to said amendments; and

5. WHEREAS, all other terms and conditions remain unchanged.

NOW, THEREFORE, the parties agree to amend the Scope of Services and increase the fees by $23,995.38 as set forth in Exhibit 2, for an annual cost of services of $66,169.75.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on June 25, 2018.

CITY OF LODI, a municipal corporation
hereinabove called "CITY"

STEPHEN SCHWABAUER
City Manager

Quest Media and Supplies, Inc.
hereinabove called "CONTRACTOR"

5/17/2018
VLADIMIR PIVTORAK
Operations Manager, Infrastructure

Attest:

for: Pamela M. Harris
JENNIFER M. FERRAIOLO
City Clerk

Approved as to Form:

JOHN P. FUKASAWA
Deputy City Attorney

Exhibit 1

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on Nov. 3, 2017, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Quest Media and Supplies, Inc. (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for VIDEO SURVEILLANCE SYSTME INSTALLATION AND MAINTENANCE (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to

weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 **Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 **Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 **Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 **Term**

The term of this Agreement commences on SEPT 2, 2017 and terminates upon the completion of the Scope of Services or on AUGUST 31, 2022, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 **Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 **Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 **Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 **Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn: Benjamin Buecher

To CONTRACTOR: QUEST MEDIA & SUPPLIES, INC.
9000 FOOTHILLS BLVD.
ROSEVILLE, CA 95747
ATTN: VLADIMIR PIVTORAK

Section 4.9 **Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 **CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of

the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER M. FERRAIOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

APPROVED AS TO FORM:
JANICE D. MAGDICH, City Attorney

By: _____

Quest Media and Supplies, Inc.

By: _____
Name: VLADIMIR PIVTORAK
Title: Operations Manager, Infrastructure

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements
Exhibit D – Federal Transit Funding Conditions (if applicable)

Funding Source: _____
(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015

9000 Foothills Blvd Ste 100
Roseville, CA 95747
800.326.4220
Fax 916.344.5964

Exhibit A/B

Customer: City of Lodi
Contact: Benjamin Beucher
Project: *City of Lodi Surveillance Managed Service Proposal*

Proposal number: 10685-3
Proposal date: **09/14/17**

Scope of Work

Quest is pleased to provide this proposal for labor and materials to do the following work:

Monitor the up / down status of all endpoint devices included in the system.

Monitor the health of all servers, networked-video-recorders, and their components included in the system.

Upon detection of any irregularities, Quest's Network Operation Center (NOC) will open a ticket and assign to a Quest engineer for troubleshooting and / or evaluation.

Quest will also alert the customer (City of Lodi) in the event of any irregularities and provide the ticket number and status.

Quest will autonomously schedule and / or dispatch any onsite technicians or engineers on an as-needed basis.

Quest will replace / repair / maintain all endpoint devices during the life of the contract as needed, barring intentional physical damage or misuse of the hardware.

Quest will provide, install, and configure a DGE Extension to allow remote access to servers and cameras through its secure Traverse Datacenter for maintenance, troubleshooting, and monitoring.

Quest will provide 24 / 7 access to its Network Operation Center (NOC) for ticketing and service-related requests.

Warranty / Standard of Installation

Upon acceptance of this proposal, Quest will require a minimum of 7 business days to assemble materials before beginning any work. Quest will perform labor and installation of materials as per Quest's "Data Communications Standards".

As per the guidelines set forth by the State Contractors Association, Quest will provide a one-year warranty covering workmanship and compliance with applicable industry standards.

Network cabling, servers, system software installation, network cards, network electronics, configuration of hubs and routers, an internet provider, and any other materials not specifically listed will not be provided.

Quest would be privileged to provide you with additional pricing and consulting information upon request. If you have any further questions regarding these services please contact our offices at (916) 338-7070.

It is assumed by Quest or Quests' agents, that the above project is clear of any asbestos or any other chemical / biological hazard.

Payment terms are NET 30 days from date of invoice.

5-year Managed Service Option (with upfront cost of total purchase price): $505.00 Per Month ($6,060.00 Annually)

PRICES VALID FOR 30 DAYS FROM DATE OF PROPOSAL *based on a 60 month agreement*

ACCEPTANCE

Name Stephen Schwabauer *Title* City Manager

Signature _____ *Date* 11.1.17

ATTEST:

Jennifer M Ferraiolo

JENNIFER M. FERRAIOLO
City Clerk

Approved as to form _____
Deputy City Attorney

Quest • 9000 Foothills Blvd Ste 100, Roseville 95747 • 800.326.4220 • Fax: 916.344.5964

Quest

Exhibit A/B

City of Lodi

Phase 1 - Finance Building Surveillance Project

Proposal number: 10249-11
Proposal date: 09/14/17

Scope of Work

Quest is pleased to provide this proposal for labor and materials to do the following work:

Materials

Lin	Qty	UM	Description	Unit Price	Ext Price
10	1	EA	HD-NVR3-STD-24TB NVR3 2U RACK MOUNT	9,669.60	9,669.60
20	1	EA	REDUNDANT POWER FOR NVR3	299.73	299.73
30	1	EA	24 CAMERA LICENSE BUNDLE	4,315.41	4,315.41
40	1	EA	6MP FISHEYE 360 CAMERA (FOR LOBBY)	422.20	422.20
50	6	EA	1MP DOME CAMERA (FOR COUNTERS)	232.05	1,392.28
60	6	EA	2MP DOME CAMERA W/ANALYTICS (FOR WINDOWS)	515.66	3,093.94
70	6	EA	2MP DOME CAMERA W/ANALYTICS/IR (FOR INTERIOR)	547.89	3,287.32
80	7	EA	3MP OUTDOOR DOME CAMERA W/ANALYTICS	634.91	4,444.36
90	3	BX	CAT5E PLENUM BLUE JACKET CABLE	167.59	502.77
100	1	EA	RJ45 CONNECTIONS	57.43	57.43
110	27	EA	CAT5E 3' PATCH CORDS	2.87	77.44
120	27	EA	CAT5E JACKS	3.82	103.25
130	1	EA	32" MONITOR SAMSUNG	276.97	276.97
140	1	EA	WYRESTORM HDMI OVER UTP CONVERTER	468.77	468.77
150	1	EA	MID-TOWER PC, I5-6600, WINDOWS 10	862.89	862.89
160	1	EA	CALIFORNIA E-WASTE RECYCLING FEE FOR 32"	6.00	6.00
170	3	EA	SINGLE CAMERA LICENSE	210.05	630.15
180	1	EA	3MP OUTDOOR PENDANT CAMERA W/ ANALYTICS	579.98	579.98
190	1	EA	WALL MOUNT BRACKET FOR PENDANT CAMERA	37.62	37.62
200	1	EA	CORNER MOUNT BRACKET FOR WALL MOUNT	56.43	56.43
				Material Total:	**$30,584.53**

Labor

FINANCE BUILDING

Provide, install, and configure one Avigilon 6.0L-H4F-DO1-IR fisheye lens camera in the main lobby (CAM.1).

Provide, install, and configure one Avigilon 3.0C-H4A-DO1 3MP exterior camera on the North entrance to the main lobby (CAM.2).

Provide, install, and configure one Avigilon 3.0C-H4A-DO1 3MP exterior camera on the South entrance to the main lobby (CAM.3).

Provide, install, and configure one Avigilon 2.0C-H4A-D1-IR 2MP interior camera inside the lobby (CAM.4).

Provide, install, and configure one Avigilon 1.3C-H4SL-D1 1.3MP interior camera directly above each cashier window (CAM.5-8).

Provide, install, and configure one Avigilon 2.0C-H4A-D1 2MP interior camera directly behind each window (CAM.9-14).

Provide, install, and configure one Avigilon 2.0C-H4A-D1-IR 2MP interior camera inside the open office area (CAM.15).

Provide, install, and configure one Avigilon 2.0C-H4A-D1-IR 2MP interior camera outside the cash room entrance (CAM.16).

Provide, install, and configure one Avigilon 2.0C-H4A-D1-IR 2MP interior camera to cover the South employee entrance (CAM.17).

Provide, install, and configure one Avigilon 2.0C-H4A-D1-IR 2MP interior camera to cover the North employee entrance (CAM.18).

Provide, install, and configure one Avigilon 2.0C-H4A-D1-IR 2MP interior camera to cover the interior vestibule entrance (CAM.19).

Provide, install, and configure one Avigilon 3.0C-H4A-DO1 3MP exterior camera on the North side of the building facing East (CAM.20).

Provide, install, and configure one Avigilon 3.0C-H4A-DP1 3MP exterior camera on the North side of the building facing West (CAM.21).

Provide, install, and configure one Avigilon 3.0C-H4A-DO1 3MP exterior camera on the West side of the building facing North (CAM.22).

Provide, install, and configure one Avigilon 3.0C-H4A-DO1 3MP exterior camera on the South side of the building facing East (CAM.23).

Provide, install, and configure one Avigilon 3.0C-H4A-DO1 3MP exterior camera to replace the existing analog camera covering the cash drop box (CAM.24).

Provide, install, and configure one Avigilon 3.0C-H4A-DO1 3MP exterior camera to replace the existing IP camera covering the cash drop area on the vault room wall (CAM.25).

Provide, install, and configure one Avigilon 1.3C-H4SL-D1 1.3MP interior camera directly above each cashier window (CAM.26-27).

Provide, install, and configure one Avigilon 24TB NVR 2U rack mount appliance in the MDF.

Provide, install, and configure one Avigilon redundant power supply with newly installed NVR.

Provide, install, and configure 27 camera licenses for cameras.

Provide, install, terminate, test and label one CAT5e data cable from each camera and encoder to existing patch panel in IDF.

Provide, install, terminate, test and label one CAT5e patch cable per camera from existing patch panel to existing switch.

Integrate all newly installed cameras with newly installed NVR.

Assist customer with adding newly installed enterprise class NVR to Domain for LDAP user integration.

Configure NVR to retain footage for a minimum of 30 days.

Quest will remove all existing cameras and mounts. Quest will not remove the cabling to existing cameras.

Customer responsible for providing IP addresses for all endpoint devices.

Customer responsible for ensuring availability of PoE switch ports.

Customer responsible for ensuring availability of patch panel ports.

Customer responsible for ensuring availability of power and data for NVR in MDF.

Customer responsible for ensuring rack space availability in MDF.

Customer responsible for ensuring configuration of PoE switch ports for appropriate VLAN.

Quest will provide up to 4 hours of onsite customer training on usage and administration of system.

All cables to be installed within plenum space of existing drop ceiling using existing pathways.

Provide, install, and configure one Samsung 32" monitor on existing load bearing pole behind cashier lines.

Provide, install, and configure one set of HDMI Wyrestorm UTP converters on either end of data run from monitor to PC location.

Provide, install, terminate, test and label one run of data cable from PC location to newly installed monitor location.

Customer to provide PC to reside on customer's network to display camera using client.

Customer to ensure availability of 110v power at monitor location.

Warranty / Standard of Installation

Upon acceptance of this proposal, Quest will require a minimum of 7 business days to assemble materials before beginning any work. Quest will perform labor and installation of materials as per Quest's "Data Communications Standards".

As per the guidelines set forth by the State Contractors Association, Quest will provide a one-year warranty covering workmanship and compliance with applicable industry standards.

Network cabling, servers, system software installation, network cards, network electronics, configuration of hubs and routers, an internet provider, and any other materials not specifically listed will not be provided.

Quest would be privileged to provide you with additional pricing and consulting information upon request. If you have any further questions regarding these services please contact our offices at (916) 338-7070.

It is assumed by Quest or Quests' agents, that the above project is clear of any asbestos or any other chemical / biological hazard.

Payment terms are NET 30 days from date of invoice.

	Labor	$11,589.84
	Material	$30,584.53
	Freight	**Prepay and Add**
	Sales tax	**$2,369.84**
Sales tax to be added and calculated per current state and local municipalities rates at time of invoice.	***Total Purchase Price***	***$42,174.37***

ACCEPTANCE

Name Steve Schwabauer *Title* Interim City Manager

Signature [illegible] *Date* 11.1.17

Approved as to form [illegible]
Deputy City Attorney

ATTEST:
Jennifer M. Ferraiolo
JENNIFER M. FERRAIOLO
City Clerk

EXHIBIT C

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect Contractor and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, or by any subcontractor, or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY
   $1,000,000 Each Occurrence
   $2,000,000 General Aggregate

2. COMPREHENSIVE AUTOMOBILE LIABILITY
   $1,000,000 Combined Single Limit
   Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version, that provides liability coverage at least as broad as this form.

5. ERRORS AND OMISSIONS / TECHNOLOGY
   $1,000,000 Per Claim
   $2,000,000 Annual Aggregate
   Covering all acts, errors, omissions, negligence, network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, and payable whether incurred by City of Lodi or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for, or on behalf of, City of Lodi. Such insurance shall be maintained in force at all times during the term of the agreement and provide an Extended Reporting Period (ERP) for a period of one year thereafter, for services completed during the term of the agreement.

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor; whichever is greater.

Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate(s) of insurance with the following endorsements shall be furnished to the City:

(a) Additional Named Insured Endorsement
Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or a later version, that provides liability coverage at least as broad as this form) such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers as additional named insureds. An additional named insured endorsement is also required for Auto Liability.

(b) Primary and Non-Contributory Insurance Endorsement
Additional insurance coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

Insurance Requirements for Contractor (continued)

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

(c) Waiver of Subrogation
Include a waiver of subrogation against the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. A waiver is required for General Liability and Auto Liability.

(d) Limits of Coverage
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.

(e) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(f) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

(g) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance.

(h) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(i) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Workers Compensation Insurance The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. **A waiver of subrogation is required for workers compensation insurance.** This policy may not be canceled nor the coverage reduced without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

NOTE: The City reserves the right to obtain a full certified copy of any insurance policy or endorsements required. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.

Exhibit 2

Quest
TECHNOLOGY MANAGEMENT

We have prepared a quote for you

Lodi Avigilon Expansion Project

Quote # 014003 Version 7

Prepared for:

City of Lodi

Prepared by:

Bill Dickens

Quest
TECHNOLOGY MANAGEMENT

Products

Description	Price	Qty	Ext. Price
3x 5 MP, WDR, LightCatcher, 2.8mm, Camera Only	$1,296.00	2	$2,592.00
3x 5 MP, WDR, LightCatcher, 4mm, Camera Only	$1,296.00	1	$1,296.00
12.0 MP, Fisheye Camera, Day/Night, 1.45mm f/2.2, Integrated IR	$777.60	1	$777.60
6.0 MP WDR, LightCatcher, Day/Night, Outdoor Dome, 4.9-8mm f/1.8 P-iris lens, Integrated IR, Next-Generation Analytics	$925.20	6	$5,551.20
6.0 MP WDR, LightCatcher, Day/Night, Pendant Dome, 4.9-8mm f/1.8 P-iris lens, Integrated IR, Next-Generation Analytics	$882.00	3	$2,646.00
2.0 MP (1080p) WDR, LightCatcher, Day/Night, Outdoor Dome, 3.3-9mm f/1.3 P-iris lens, Integrated IR, Next-Generation Analytics	$720.00	2	$1,440.00
2.0 MP (1080p) WDR, LightCatcher, Day/Night, Indoor Dome, 3.3-9mm f/1.3 P-iris lens, Integrated IR, Next-Generation Analytics	$612.00	2	$1,224.00
4.0 MP WDR, LightCatcher, Day/Night, Indoor Dome, 3.3-9mm f/1.3 P-iris lens, Integrated IR, Next-Generation Analytics	$714.24	1	$714.24
2.0 MP (1080p) WDR, LightCatcher, Day/Night, Pendant Dome, 3.3-9mm f/1.3 P-iris lens, Integrated IR, Next-Generation Analytics	$676.80	3	$2,030.40
4.0 MP WDR, LightCatcher, Day/Night, Pendant Dome, 3.3-9mm f/1.3 P-iris lens, Integrated IR, Next-Generation Analytics	$959.28	4	$3,837.12
ACC 6 Enterprise license for up to 24 camera channels	$4,820.40	1	$4,820.40
Avigilon Enterprise License for 1 Camera	$221.10	1	$221.10
OUTDOOR PENDANT MOUNT ADAPTER	$115.20	3	$345.60
Pendant NPT adapter	$39.60	3	$118.80
OUTDOOR SURFACE MOUNT ADAPTER	$115.20	3	$345.60
DOME BUBBLE AND COVER FOR OUTDOOR SURFACE MOUNT	$115.20	3	$345.60
Corner mount adapter	$60.00	1	$60.00
Wall mount bracket for use with H5A/H4A pendant dome cameras	$43.20	10	$432.00
CAT6 Plenum Cable Blue	$243.74	6	$1,462.44
1U 24 Port Modular Patch Panel	$62.22	6	$373.32
GigaSPEED XL GS8E Stranded Cordage Modular Patch Cord	$11.45	44	$503.80
Cat 6 Data Jack-Black	$7.62	46	$350.52

Quest
TECHNOLOGY MANAGEMENT

Products

Description	Price	Qty	Ext. Price
1-5/16" J-Hook	$2.98	125	$372.50
J-Hook with Rod/Wire Clip, 3/4" dia, 1/8"-3/8" Flange, 1/4" Rod, Box of 40	$100.10	1	$100.10
VELCRO® Brand One-Wrap Tie Bulk Roll Velcro	$21.35	2	$42.70
1" EMT Conduit 1" EMT Conduit	$15.96	11	$175.56
1" EMT CONNECTOR	$0.46	4	$1.84
1" EMT COUPLING 1" EMT COUPLING	$0.54	10	$5.40
4 SQ OUTLET BOX 2 1/8 DP1 KO WELDED 4 SQ OUTLET BOX 2 1/8 DP1 KO WELDED	$1.50	4	$6.00
SS B1200HS10EG 1/2 SLOT CHANNEL EL UNISTRUT CHANNEL	$3.06	1	$3.06
1-IN 1H STL EMT STRAP	$15.66	24	$375.84
SS 7031EG UNIVERSAL CLAMP SS 7031EG UNIVERSAL CLAMP	$1.06	10	$10.60
2" EMT Conduit 2" EMT Conduit	$37.07	1	$37.07
SS 7032EG UNIVERSAL CLAMP	$1.38	2	$2.76
Hard Drive,6T,512ES12,7.2K,3.5 ,T-TC,Edge Card	$474.90	2	$949.80
Copper Cable, Category 6, 23 AWG, 4 Pair, F/UTP	$465.84	1	$465.84
Guide Wire, Lashing.	$300.00	1	$300.00
3/4-STEEL THINWALL CONDUIT	$1.19	130	$154.70
3/4-STEEL COMP CPLG	$0.50	20	$10.00
3/4-STEEL COMP CONN	$0.60	10	$6.00
3/4 EMT 2 HOLE STRAP	$0.18	30	$5.40
Pull/Junction Box, Screw-Cover, Type 1, 6"H x 6"W Pull/Junction Box, Screw-Cover, Type 1, 6"H x 6"W x 6"D, Steel, with knockouts	$15.30	1	$15.30
PULL BOX SCREW COVER KOFTS 12X12X4	$28.68	1	$28.68

Quest
TECHNOLOGY MANAGEMENT

Products

Description	Price	Qty	Ext. Price
CAT6 SHIELDED PLUG	$1.98	6	$11.88
4U Hinged Wall Mount Patch Panel Mounting Bracket	$44.86	1	$44.86
Comsumables, Misc. Hardware	$960.00	1	$960.00
Miscellaneous			
Tamper resistant two-piece latching surface raceway, 10'	$33.90	7	$237.30
LDPH10 Power Rated Outside Corner Fitting, Electric Ivory, Pack of 10	$24.26	1	$24.26
Inside corner fitting for use with LDPH10 and LD2P10 raceway, Electric Ivory	$34.79	1	$34.79
LDPH10, LD2P10 Power Rated Right Angle Fitting, Electric Ivory, Pack of 10	$35.30	1	$35.30
LDPH10, LD2P10 Power Rated End Cap Fitting, Electric Ivory, Pack of 10	$19.27	1	$19.27
LD10 / LDPH10 / LD2P10 Power Rated Coupler Fitting, Electric Ivory, Pack of 10	$20.72	1	$20.72
NEMA single gang box	$18.00	4	$72.00
40' Boom lift rental for 1 month	$3,000.00	1	$3,000.00
Taxes for Project	$3,604.67	1	$3,604.67
Freight for Project	$3,495.43	1	$3,495.43
		Subtotal:	**$46,117.37**

Project

Scope of Work	Price
Installation	
CITY HALL	
Provide and install (1) 2" conduit pathway from 1st floor to Attic space.	
Provide and install (1) 24 port modular patch panel in customer provided rack space in City Hall.	
Provide, install, terminate, test, and label (1) run of plenum CAT6 to (10) new camera locations in City Hall.	
Provide, install, and configure (1) Avigilon 2MP indoor dome camera inside 2nd floor lobby facing South. (CAM.01)	
Provide, install, and configure (1) Avigilon 4MP indoor dome camera inside 2nd floor lobby facing North.	

Project

Scope of Work	Price
(CAM.02)	
Provide, install, and configure (1) Avigilon 12MP Fisheye dome camera inside 3rd floor hallway. (CAM.03)	
Provide, install, and configure (1) Avigilon 2MP outdoor dome outside West side entrance. (CAM.04)	
Provide, install, and configure (1) Avigilon 2MP outdoor dome outside Northwest back entrance. (CAM.05)	
Provide, install, and configure (4) Avigilon 4MP outdoor domes on east side to cover entrances and surrounding area.(CAM.6-7)	
Provide, install, and configure (1) Avigilon 2MP outdoor dome outside South entrance. (CAM.08	
Provide, install, and configure (2) Avigilon 4MP outdoor domes outside front entrance. (CAM.09-10)	
Add to ACC and configure into views for Customer.	
FIRE DEPARTMENT	
Provide and install conduit pathway for (3) cameras through Apparatus Bay.	
Provide and install (1) 24 port modular patch panel in customer provided rack space in Fire Department.	
Provide, install, terminate, test, and label (1) run of plenum CAT6 to (3) new camera locations in Fire Department.	
Provide, install, and configure (1) Avigilon 15MP Multisensor outdoor 270 degree dome on corner to cover FD perimeter.(CAM.11)	
Provide, install, and configure (1) Avigilon 6MP outdoor dome to cover parking lot and perimeter.(CAM.12)	
Provide, install, and configure (1) Avigilon 6MP outdoor dome to cover front of Apparatus Bay and Perimeter.(CAM.13)	
Add to ACC and configure into views for Customer.	
DC HALLWAY AND STORAGE	
Provide, install, terminate, test, and label (1) CAT6 plenum cable from DC or IDF to new camera location.	
Provide, install, and configure (1) Avigilon 2MP Indoor dome to cover DC Door from hallway.	
Add to ACC and configure into views for Customer.	
Provide and install (2) 6TB hard drives in existing server to upgrade storage for future retention needs.	
LODI PARKS DEPARTMENT YARD.	
Provide and install new guide wire from parks building to shed.	
Provide and install conduit pathway from guide wire handoff to (1) camera locations.	
Provide, install, terminate, test, and label (1) run of CAT6 OSP from switch to (2) camera locations.	

Quest
TECHNOLOGY MANAGEMENT

Project

Scope of Work	Price
Provide, install, and configure (1) Avigilon 15MP multisensor camera on shed to cover back side of yard. Provide, install, and configure (1) Avigilon 15MP multisensor camera on pole to replace existing cameras on pole. Add to ACC and configure into views for Customer. **HALE PARK** Provide, install, and configure (2) Avigilon 6MP outdoor dome cameras on new Parks Dept. building to cover South side of park and intersection. Provide, install, and configure (2) Avigilon 6MP outdoor dome cameras on old Annex to cover North side of park and intersection. Provide, install, terminate, test, and label (1) run of CAT6 to each new camera location. Add to ACC and configure into views for Customer. **CARNEGIE FORUM** Provide, install, and configure (1) Avigilon 2MP outdoor dome camera on West side of building to cover basement entrance. Provide, install, and configure (1) Avigilon 2MP outdoor dome camera on North side of building to cover basement exit. Provide, install, and configure (2) Avigilon 6MP outdoor dome cameras on East side of building to cover entrances and critical areas. Provide, install, and configure (1) Avigilon 6MP outdoor dome camera on South side of building to cover entrance and front area. Provide and install (1) 24 port modular patch panel in IDF in available rack space. Provide, install, terminate, test, and label (1) run of CAT6 from IDF to (5) new camera locations. Provide and install cabling support and raceway where necessary. Add to ACC and configure into views for Customer. **All work to be completed during normal business hours.**	
Subtotal:	**$32,310.00**

Shipping

Description	Price	Qty	Ext. Price
Freight Charges **Shipping will be added at the time of the bill.**	$0.00	1	$0.00
		Subtotal:	**$0.00**

Sales Tax

- **Sales tax to be added and calculated per current state and local municipalities rates at time of invoice.**

Lodi Avigilon Expansion Project

Prepared by:

Quest Technology Management
Bill Dickens
(916) 338-7070
Bill_Dickens@questsys.com

Prepared for:

City of Lodi
221 W Pine St
Lodi, CA 95240
Benjamin Buecher
(209) 333-5548
bbuecher@lodi.gov

Quote Information:

Quote #: 014003
Version: 7
Delivery Date: 06/30/2020
Expiration Date: 07/16/2020

Quote Summary

Description		Amount
Products		$46,117.37
Project		$32,310.00
	Total:	**$78,427.37**

Warranty / Standard of Installation

Upon acceptance of this proposal, Quest will require a minimum of 7 business days to assemble materials before beginning any work. Quest will perform labor and installation of materials as per Quest's "Data Communications Standards".
As per the guidelines set forth by the State Contractors Association, Quest will provide a one-year warranty covering workmanship and compliance with applicable industry standards.
Network cabling, servers, system software installation, network cards, network electronics, configuration of hubs and routers, an internet provider, and any other materials not specifically listed will not be provided.
Quest would be privileged to provide you with additional pricing and consulting information upon request. If you have any further questions regarding these services please contact our offices at (916) 338-7070.
It is assumed by Quest or Quests' agents, that the above project is clear of any asbestos or any other chemical / biological hazard.
Payment terms are NET 30 days from date of invoice.

Terms and Conditions

Quest is hereby authorized to furnish all materials and labor to complete the work specified in this proposal, for which I/we agree to pay the contract price mentioned in this proposal, and according to the terms thereof.
In the event that an action at law or in equity is brought in any public court or private dispute resolution forum to enforce or interpret the terms of this agreement, the prevailing party shall be awarded reasonable attorneys' fees, photocopying expenses, etc.
I/we have read and agree to the provisions contained herein, and in any attachments that are made a part hereof and are described in the proposal.

Quest
TECHNOLOGY MANAGEMENT

Quest Technology Management		City of Lodi	
Signature:		Signature:	
Name:	Bill Dickens	Name:	Benjamin Buecher
Title:	Physical Security Engineer	Date:	
Date:	06/30/2020		

Quest
TECHNOLOGY MANAGEMENT

We have prepared a quote for you

Addendum to MS#56502

Quote # 014125 Version 1

Prepared for:

City of Lodi

Prepared by:

Bill Dickens

Quest
TECHNOLOGY MANAGEMENT

Project

Scope of Work	Price
Scope of Work Quest is pleased to provide this proposal to add (24) cameras to the existing agreement: Monitor the up / down status of all endpoint devices included in the system. Monitor the health of all servers, networked-video-recorders, and their components included in the system. Upon detection of any irregularities, Quest's Network Operation Center (NOC) will open a ticket and assign to a Quest engineer for troubleshooting and / or evaluation. Quest will also alert the customer (City of Lodi) in the event of any irregularities and provide the ticket number and status. Quest will autonomously schedule and / or dispatch any onsite technicians or engineers on an as-needed basis. Quest will replace / repair / maintain all endpoint devices during the life of the contract as needed, barring intentional physical damage or misuse of the hardware. Quest will provide, install, and configure a DGE Extension to allow remote access to servers and cameras through its secure Traverse Datacenter for maintenance, troubleshooting, and monitoring. Quest will provide 24 / 7 access to its Network Operation Center (NOC) for ticketing and service-related requests. **New Monthly Cost For Remainder Of Term: $875.00** **Total Additional Cost Over Remainder Of Contract: $10,800.00**	**$0.00**

Shipping

Description	Price	Qty	Ext. Price
Freight Charges **Shipping will be added at the time of the bill.**	$0.00	1	$0.00
		Subtotal:	**$0.00**

Quest
TECHNOLOGY MANAGEMENT

Sales Tax

- **Sales tax to be added and calculated per current state and local municipalities rates at time of invoice.**

Quest
TECHNOLOGY MANAGEMENT

Addendum to MS#56502

Prepared by:

Quest Technology Management
Bill Dickens
(916) 338-7070
Bill_Dickens@questsys.com

Prepared for:

City of Lodi
221 W. Pine Street
Lodi, CA 95240
Benjamin Buecher
(209) 333-5548
bbuecher@lodi.gov

Quote Information:

Quote #: 014125
Version: 1
Delivery Date: 06/30/2020
Expiration Date: 08/14/2020

Warranty / Standard of Installation

Upon acceptance of this proposal, Quest will require a minimum of 7 business days to assemble materials before beginning any work. Quest will perform labor and installation of materials as per Quest's "Data Communications Standards".
As per the guidelines set forth by the State Contractors Association, Quest will provide a one-year warranty covering workmanship and compliance with applicable industry standards.
Network cabling, servers, system software installation, network cards, network electronics, configuration of hubs and routers, an internet provider, and any other materials not specifically listed will not be provided.
Quest would be privileged to provide you with additional pricing and consulting information upon request. If you have any further questions regarding these services please contact our offices at (916) 338-7070.
It is assumed by Quest or Quests' agents, that the above project is clear of any asbestos or any other chemical / biological hazard.
Payment terms are NET 30 days from date of invoice.

Terms and Conditions

Quest is hereby authorized to furnish all materials and labor to complete the work specified in this proposal, for which I/we agree to pay the contract price mentioned in this proposal, and according to the terms thereof.
In the event that an action at law or in equity is brought in any public court or private dispute resolution forum to enforce or interpret the terms of this agreement, the prevailing party shall be awarded reasonable attorneys' fees, photocopying expenses, etc.
I/we have read and agree to the provisions contained herein, and in any attachments that are made a part hereof and are described in the proposal.

Quest Technology Management

Signature: _____

Name: Bill Dickens

Title: Physical Security Engineer

Date: 06/30/2020

City of Lodi

Signature: _____

Name: Benjamin Buecher

Date: _____

Quest
TECHNOLOGY MANAGEMENT

We have prepared a quote for you

T&M To Move Finance Camera

Quote # 013802 Version 1

Prepared for:

City of Lodi

Prepared by:

Bill Dickens

Quest
TECHNOLOGY MANAGEMENT

Statement of Work

All calls will have a minimum charge as follows:
8 am to 5 pm $300 minimum charge for four man-hours.
Overtime (after 5 pm), Weekends & Holidays $440 minimum charge for four man-hours.

Additional labor hours will be charged as follows:
8 am to 5 pm $75 per man-hour for additional labor.

Overtime (after 5 pm), Weekends & Holidays
$110 per man-hour for additional labor.

Project Coordinator
$85 per man-hour

Travel Charges are as follows:
All Travel $60 per man-hour

Materials and shipping cost will be billed as actual plus a processing fee.
Charges will start when the technician leaves the Quest office.

Scope of Work:

Technician to relocate (1) Finance Department camera outside of room and re-aim to Customer approved view.

Total $647.50

Shipping

Description		Qty
Standard Shipping	**Standard Shipping** Standard Shipping Prepay and Add to Invoice	1

Sales Tax

- **Sales tax to be added and calculated per current state and local municipalities rates at time of invoice.**

Quest
TECHNOLOGY MANAGEMENT

Warranty/Standard of Installation

Warranty / Standard of Installation
Upon acceptance of this proposal, Quest will require a minimum of 7 business days to assemble materials before beginning any work. Quest will perform labor and installation of materials as per Quest's "Data Communications Standards".
As per the guidelines set forth by the State Contractors Association, Quest will provide a one-year warranty covering workmanship and compliance with applicable industry standards.
Network cabling, servers, system software installation, network cards, network electronics, configuration of hubs and routers, an internet provider, and any other materials not specifically listed will not be provided.
Quest would be privileged to provide you with additional pricing and consulting information upon request. If you have any further questions regarding these services please contact our offices at (916) 338-7070.
It is assumed by Quest or Quests' agents, that the above project is clear of any asbestos or any other chemical / biological hazard.
Payment terms are NET 30 days from date of invoice.

T&M To Move Finance Camera

Prepared by:

Quest Technology Management
Bill Dickens
(916) 338-7070
Bill_Dickens@questsys.com

Prepared for:

City of Lodi
215 W Elm Street
Lodi, CA 95240
Danny Duke
(209) 333-5560
dduke@lodi.gov

Quote Information:

Quote #: 013802
Version: 1
Delivery Date: 03/03/2020
Expiration Date: 04/17/2020

Quest is hereby authorized to furnish all materials and labor to complete the work specified in this proposal, for which I/we agree to pay the contract price mentioned in this proposal, and according to the terms thereof.
In the event that an action at law or in equity is brought in any public court or private dispute resolution forum to enforce or interpret the terms of this agreement, the prevailing party shall be awarded reasonable attorneys' fees, photocopying expenses, etc.
I/we have read and agree to the provisions contained herein, and in any attachments that are made a part hereof and are described in the proposal.

Quest Technology Management

Signature: _____

Name: Bill Dickens

Title: Physical Security Engineer

Date: 03/03/2020

City of Lodi

Signature: _____

Name: Danny Duke

Initials: DD

Date: 3/3/2020 11:18:35 AM

IP Address: 209.23.214.253

Email Address: dduke@lodi.gov

PO Number: _____

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT
NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH QUEST
MEDIA AND SUPPLIES, INC., OF ROSEVILLE, FOR PURCHASE AND
INSTALLATION OF SERVER STORAGE AND VIDEO SURVEILLANCE
CAMERAS AT CITY HALL, PARKS AND RECREATION MAINTENANCE
FACILITY, AND FIRE STATION NO. 1, INCLUDING SYSTEM SUPPORT
AND MAINTENANCE PLAN ($89,875)

==========

WHEREAS, in an effort to enhance security at City facilities, it is vital to expand the video surveillance program within City Hall, Civic Plaza, and Hale Park; and

WHEREAS, there have been reoccurring acts of graffiti over the past month at the Veteran's Plaza and repeated vandalism at Fire Station No. 1, damaging apparatus bay doors and personal vehicles, Lodi Police have reported several cases of violence at Hale Park, and Parks and Recreation have had repeated trespassing, theft, and vandalism at the Park's Maintenance Facility; and

WHEREAS, adding additional cameras will give staff the opportunity to identify suspects or possibly deter vandalism to City property; and

WHEREAS, implementing a modern video surveillance system will improve protection of City assets, which includes cash, infrastructure, and staff; and

WHEREAS, the enhanced video resolution and coverage angles will improve identification of faces and vehicles, and digital video surveillance systems store all the footage from the cameras on a digital video recorder, giving a centralized management point for both City staff and Police, if necessary, to monitor and react in a timely manner.

WHEREAS, on October 4, 2017, Council adopted a resolution authorizing the City Manager to execute Professional Service Agreement with Quest Media & Supplies, Inc., of Roseville, for the purchase and installation of video surveillance system and maintenance plan, in the amount of $72,475. Amendment No. 1 was authorized by Council on May 16, 2018 and included equipment and installation at Lodi Police Department, in the amount of $23,996. Amendment No. 2 was authorized by Council on June 17, 2020 and included certain camera upgrades within the Finance building, in the amount of $5,989. If approved, Amendment No. 3 will add $89,875 to the agreement amount, for a total agreement amount of $192,335.

WHEREAS, staff recommends that the City Council authorize the City Manager to execute Amendment No. 3 to the Professional Services Agreement with Quest Media and Supplies, Inc., of Roseville, for purchase and installation of server storage and video surveillance cameras at City Hall, Parks and Recreation Maintenance Facility, and Fire Station No. 1, including system support and maintenance plan, in the amount not to exceed $89,875.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 3 to the Professional Services Agreement with Quest Media and Supplies, Inc., of Roseville, for purchase and installation of server storage and video surveillance cameras at City Hall, Parks and Recreation Maintenance Facility, and Fire

Station No. 1, including system support and maintenance plan, in the amount not to exceed $89,875; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: August 19, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 19, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM C-09

CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Power Centric Solutions, LLC of Gallatin, TN for Lodi Electric Utility Engineering System Study Services ($49,600)

MEETING DATE: August 19, 2020

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Power Centric Solutions, LLC of Gallatin, TN for Lodi Electric Utility Engineering System Study Services in an amount not-to-exceed $49,600.

BACKGROUND INFORMATION: Lodi Electric Utility (LEU) is currently in need of an outside engineering firm to perform a third party, comprehensive study on its distribution system.

Since completion of the last study in August 2010, significant new infrastructure, customer load, and system configuration changes have occurred. The proposed study includes updating LEU's existing distribution system circuit model; analyzing LEU's available load serving capabilities under emergency operational conditions or due to failure of critical system components; system protection coordination study of currently installed protective devices; evaluation and confirmation of optimal placement for future capacitor banks in order to minimize system losses; and updating arc flash studies previously performed to ensure LEU is meeting all relevant regulatory and safety standards.

In accordance with Lodi Municipal Code, Section 3.20.075, engineering service contracts shall be awarded on the basis of qualifications and experience, quality of service, past performance, and negotiated prices. Keith Mullen, now with Power Centric Solutions, completed the last study for LEU in 2010 and is familiar with LEU's distribution system and corresponding circuit model. Despite reaching out to other engineering firms, only one other proposal was received – the cost of which was more than double that proposed by Power Centric Solutions.

FISCAL IMPACT: Not-to-exceed amount of $49,600.

FUNDING AVAILABLE: Funding for the proposed study is available in Fiscal Year 2020/21 LEU Account No. 50061500.72450.

_____
Andrew Keys
Deputy City Manager/Internal Services Director

_____
Jeff Berkheimer
Electric Utility Director

APPROVED: _____
Stephen Schwabauer, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and POWER CENTRIC SOLUTIONS, LLC, a Tennessee limited liability company (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Lodi Electric Utility System Study (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall

remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on September 1, 2020 and terminates upon the completion of the Scope of Services or on June 30, 2021, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 Consequential Losses and Limitation of Liability

Neither CITY nor CONTRACTOR nor either party's suppliers, agents, officers, and directors shall have any liability to the other party or any other person or entity for any indirect, incidental, special, or consequential damages whatsoever, including but not limited to loss of revenue or profit, failure to realize anticipated profits or savings, loss of or damage to data or other commercial or economic loss.

Excluding CONTRACTOR'S indemnification obligations with respect to Section 4.3 Indemnification and Responsibility for Damage, the CITY agrees to limit the CONTRACTOR'S liability to $1M per occurrence and $2M in aggregate.

Section 4.5 Standard of Care

CONTRACTOR agrees to perform its services in the care and skill conformity with the professional and technical standards of reasonable care, skill, prudence, and diligence ordinarily used and exercised by members of the engineering profession who are familiar with projects of the same type, nature, complexity, and size. CONTRACTOR agrees to re-perform non-conforming or substandard work at no additional cost.

Section 4.6 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.7 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.8 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.9 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.10 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn: Jeff Berkheimer, Electric Utility Director

To CONTRACTOR: Keith Mullen, Principal & Vice President
P.O. Box 247
Gallatin, TN 37066-0247

Section 4.11 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.12 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.13 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.14 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by

CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.15 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.16 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.17 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.18 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.19 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.20 **Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.21 **Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.22 **Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.23 **Federal Transit Funding Conditions**

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

PAMELA M. FARRIS
Assistant City Clerk

STEPHEN SCHWABAUER
City Manager

APPROVED AS TO FORM:
JANICE D. MAGDICH, City Attorney

By: _____

jdm

POWER CENTRIC SOLUTIONS, LLC
a limited liability company

By: _____
Name: KEITH MULLEN
Title: Principal & Vice President

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements
Exhibit D – Federal Transit Funding Conditions (if applicable)

Funding Source: **50061500.72450**
(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015

Power Centric Solutions, LLC
PO Box 247
Gallatin, TN 37066-0247
615-804-6316

Keith Mullen, Principal & Vice President
kmullen@pwrcentric.com

EXHIBIT A/B
SCOPE OF WORK AND COST PROPOSAL
LODI ELECTRIC SYSTEM STUDY

LODI ELECTRIC UTILITY

Project Description: This project provides an engineering assessment of the operational flexibility and safety of the distribution facilities with the preparation of the system analysis detailed herein. The evaluation includes updating the City of Lodi Electric Utility's (LEU) WindMil model, performing system analyses to determine facility capacity limitations at the most recent peak and N-1 contingencies, optimizing capacitor placement, coordinating line protective devices, and calculating arc energy levels on the system.

1. Services of Power Centric Solutions, LLC

A. The specific services to be provided or furnished are as follows:

1. Meet at LEU's office to kick-off the project and review the following:

   a. Project execution

   b. Collect/review information requested

   c. Discuss/finalize planning criteria to be used in the system analysis

   d. Document distribution configurations in the engineering model for the N-1 distribution system contingencies being investigated (i.e. loss of feeder breaker or exit circuit conductor)

   e. Review the existing capacitor ratings, control systems and operations, and power factor goals

   f. Review existing distribution protective devices, protection scheme, and reliability concerns

   g. Discuss internal arc flash safety standards, and recent changes to arc flash standards and the impacts on analysis

2. While on-site, work with LEU to update the system model for analysis based on staff knowledge. This includes confirming feeder configurations and loads for the most recent peak, updating equipment types, sizes, settings, and locations, and adding in customer billing for load allocation.

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3. Utilize the WindMil model of LEU's distribution system to assess performance of the existing facilities at the most recent system peak in the normal and N-1 contingency configurations. Summarize the analysis and review with LEU to collaborate on required facility upgrades/replacements. Estimated budgets for required distribution facility upgrades will be provided by LEU.

4. Utilize the WindMil model of LEU's distribution system to assess the location and size of existing line capacitors at the most recent system peak and minimum load conditions, and propose relocations or additions of fixed and switched capacitors if required. Prepare a summary of the recommendations and review with LEU. Estimated budgets for required distribution facility upgrades will be provided by LEU.

5. Utilize the WindMil model of LEU's distribution system and LightTable to analytically test the coordination of the existing protective devices (feeder relays, line reclosers and first line fuses) and alignment with LEU's protection scheme at the calculated available faults. If required, propose relocations, additions or modifications of protective devices/settings to improve coordination, promote standardization, and reduce arc energy levels. Test the recommendations in the WindMil model and LightTable, and prepare a summary of the recommendations and review with LEU.

6. Utilize the WindMil model of LEU's distribution system to evaluate the arc energy levels based on the existing protection scheme and recommendations from the coordination assessment, and applicable industry standards including IEEE 1584, NESC 410.A.3, OSHA §1910.269, and NFPA 70E. Prepare a summary of the analysis and proposed mitigations, and review with LEU.

7. Prepare a draft report based on the feedback from LEU on the project analysis, and submit for LEU review. Meet at LEU's office to review the recommendations with stakeholders and collect feedback on the draft report to incorporate in the final document. Prepare the final document, and deliver electronic copies of the report and study files. The final document will include the following:

    a. Executive Summary

    b. Data and Assumptions

    c. System Normal and N-1 Analysis and Recommendations

    d. Capacitor Placement Evaluation and Recommendations

    e. Protective Device Coordination Assessment and Recommendations

    f. Arc Flash Assessment and Proposed Mitigations

    g. Appendices (Maps, TCCs, Estimates, etc.)

B. All the services included above comprise services for purposes of compensation under this Scope of Work.

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2. Additional Services

A. Additional Services that may be required, but are not included above, can be provided for additional compensation. The potential Additional Services are as follows:

1. Preparation of an Electric System Master Plan including the assessments detailed herein and the following:

   a. 10-year forecast of system peak loads and DER/EV penetration

   b. System strategic plan and 5-year CIP

2. DER/EV impacts & hosting capacity analysis

3. Presentation of device coordination recommendations, arc flash calculation methods and findings, and impacts on system reliability and safe working practices to engineering and operational staff

3. LEU's Responsibilities

LEU shall provide the information requested in Section 2A, participate in meetings, and provide requested feedback on project deliverables in a timely manner.

4. Schedule

Upon contract approval and timely delivery of the data requested, Power Centric Solutions, LLC will complete the Electric System Studies within 120 business days. Changes in schedule and project details may be made only through mutual agreement between Power Centric Solutions, LLC and LEU, and subject to LEU's approval.

5. Pricing

LEU shall pay Power Centric Solutions, LLC a Lump Sum amount not-to-exceed Forty-Nine Thousand Six Hundred Dollars ($49,600) for the specified category of services as detailed above, assuming the breakdown shown in the table below.

Description	Lump Sum Fee
Kick-off Meeting & Model Updates	$9,900
System Normal & N-1 Analysis	$6,300
Capacitor Placement	$6,300
Device Coordination	$9,900
Arc Flash Study	$9,900
Draft & Final Reports/Review Meeting	$7,300
TOTAL	**$49,600**

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- The Lump Sum constitutes full and complete compensation for Power Centric Solutions, LLC services in the specified category, including labor costs, overhead, profit, expenses, and Consultant charges. Expenses include transportation (including mileage), lodging, and subsistence incidental thereto; courier charges; reproduction of reports, Drawings, Specifications, and similar Specific Project-related items. These expenses are not reimbursable under the Lump Sum method.

- The portion of the Lump Sum amount billed for services will be based upon an estimate of the proportion of the total services completed during the billing period to the Lump Sum.

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EXHIBIT C

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limits not less than **$1,000,000** per occurrence or claim, $2,000,000 aggregate. May be waived by Risk Manager depending on the scope of services.

Other Insurance Provisions:

(a) Additional Named Insured Status
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used

(b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

(d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.

(e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

(f) Continuity of Coverage

All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

(g) Failure to Comply

If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(h) Verification of Coverage

Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**

(i) Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

(j) Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

(k) Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors

(l) Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

(m) Qualified Insurer(s)

All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Signature: Janice D. Magdich
Janice D. Magdich (Aug 4, 2020 18:31 PDT)

Email: jmagdich@lodi.gov

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
PROFESSIONAL SERVICES AGREEMENT WITH POWER CENTRIC
SOLUTIONS, LLC OF GALLATIN, TN FOR LODI ELECTRIC UTILITY
ENGINEERING SYSTEM STUDY SERVICES

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WHEREAS, Lodi Electric Utility (LEU) is currently in need of an outside engineering firm to perform a third party, comprehensive study on its distribution system; and

WHEREAS, since completion of the last study in August 2010, significant new infrastructure, customer load, and system configuration changes have occurred; and

WHEREAS, the proposed study includes updating LEU's existing distribution system circuit model; analyzing LEU's available load serving capabilities under emergency operational conditions or due to failure of critical system components; system protection coordination study of currently installed protective devices; evaluation and confirmation of optimal placement for future capacitor banks in order to minimize system losses; and updating arc flash studies previously performed to ensure LEU is meeting all relevant regulatory and safety standards; and

WHEREAS, in accordance with Lodi Municipal Code, Section 3.20.075, engineering service contracts shall be awarded on the basis of qualifications and experience, quality of service, past performance, and negotiated prices; and

WHEREAS, Keith Mullen, now with Power Centric Solutions, completed the last study for LEU in 2010 and is familiar with LEU's distribution system and corresponding circuit model; and

WHEREAS, despite reaching out to other engineering firms, only one other proposal was received – the cost of which was more than double that proposed by Power Centric Solutions; and

WHEREAS, sufficient funds are available in the FY 2020/21 LEU Budget Account No. 50061500.72450 for the proposed study.

NOW, THEREFORE, BE IT RESOLVED, the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Power Centric Solutions, LLC of Gallatin, TN for Lodi Electric Utility Engineering System Study Services in an amount not to exceed $49,600; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: August 19, 2020

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I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 19, 2020 by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM C-10

CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute a Statement of Work Agreement with ITRON, Inc., of Liberty Lake, WA for On-Premise Implementation Services to Deploy ITRON Bridge Meters ($30,000); Authorizing Purchase of ITRON Bridge Meters from General Pacific, Inc. of Fairview, OR ($6,500); and Authorizing Appropriation of Funds

MEETING DATE: August 19, 2020

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a Statement of Work Agreement with ITRON, Inc., of Liberty Lake, WA for on-premise implementation services to deploy ITRON Bridge Meters in an amount not-to-exceed $30,000; authorizing the purchase of ITRON Bridge Meters from General Pacific, Inc. of Fairview, OR in an amount not-to-exceed $6,500; and authorizing the appropriation of funds.

BACKGROUND INFORMATION: Lodi Electric is looking to conduct a pilot deployment and technology evaluation for remote disconnect/reconnect capable Itron Bridge Meters in order to address safety concerns for utility personnel.

The existing automatic meter reading (AMR) network for the City of Lodi is a legacy Itron system which was designed and deployed in order to allow for the remote collection of utility consumption data from the City's electric and water customers. This network began operations approximately 10 years ago and was designed to be a one-way communication capable platform.

Historically, prior to COVID-19, the City of Lodi has continued to experience a significant volume of events which require services be disconnected due to non-payment of their electric utility accounts. These disconnects have required field personnel to physically go to every customer location and gain physical access to the customer's meter. These disconnects have often resulted in confrontations with customers, animals, and even situations in which firearms have been brandished and threats made of utility staff. In certain situations, utility field services staff are unable to gain physical access to the meter and have required the services of other utility staff to disconnect electric service at the service transformer connection or on City utility pole lines. Historical disconnect for non-payment (DNP) data shows that 3 percent of Lodi's electric customer accounts have accounted for 57 percent of the DNP incidents since January 2018. Of the 3,873 DNPs during this time period, 2,190 were repeat offenders comprised of only 800 customer accounts.

By deploying the Itron Bridge Meters, the electric utility also expects to be able to more quickly respond to customer requests for reconnection.

The proposed pilot deployment will evaluate this new technology and its functional performance as well as its impact on field operations and customer service relative to service disconnect/reconnect practices. It is expected that following a one-year pilot program, continued use and expansion of this technology will

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APPROVED: _____
Stephen Schwabauer, City Manager

be considered by the electric utility and may become part of standard operating procedures and hardware utilized by the utility.

In accordance with Lodi Municipal Code, Section 3.20.070, it is necessary to purchase ITRON software and hardware for this effort versus that of another vendor/supplier to ensure compatibility with the City's existing fixed network and associated infrastructure. General Pacific, Inc. is Lodi's current distribution representative for ITRON meters.

FISCAL IMPACT: The cost to procure and deploy this technology is approximately $36,500. While funds for the actual meters are included in the FY 21 budget, additional funds will need to be appropriated for the proposed services from ITRON. It is anticipated that a long-term strategy to automate utility operations will result in operational efficiencies over time.

FUNDING AVAILABLE: Funding for the proposed meter purchase in the amount of $6,500 is available in Account 50064400.72360. Staff is requesting an appropriation from Fund 500 to Account 50062000.72450 for the proposed services with ITRON in the amount of $30,000.

_____
Andrew Keys
Deputy City Manager/Internal Services Director

_____
Jeff Berkheimer
Electric Utility Director

Statement of Work

City of Lodi, CA ISM Implementation

SOW Contact: JP Pulcini

Account Executive: Rob Rickard

Date: 6/16/20

Version: 1.1

ITRON, Inc.
USA
www.ITRON.com

A. Change Record

Date	Author	Version	Change Reference
2/24/20	Andrea Foord	DRAFT	DRAFT
3/19/2020	Samantha Goggans	1	Standard Updates
6/16/2020	Samantha Goggans	1.1	Updates based on customer feedback.

B. Introduction

This Statement of Work ("***SOW***") document defines the activities ("***Services***") to be performed by ITRON, Inc. ("***ITRON***") for City of Lodi, CA ("***CUSTOMER***") and is entered into as of the last signature date ("***Effective Date***"). The Services shall be governed by the terms and conditions of the contained in Attachment A and Attachment B to this SOW.

If the CUSTOMER does not respond to this SOW after ninety (90) days, the service request will be closed as inactive. The service request can be re-opened anytime in the future. A new Statement of Work document will be re-drafted at that time.

C. Project Scope

The Scope document references work to be completed during the Itron Security Manager (ISM) Implementation Training Project ("***Project***") with specific deliverables detailed below. CUSTOMER will install and configure Itron Security Manager on CUSTOMER premise. ITRON will provide remote training support for this effort. Upon completion of CUSTOMER led installation and configuration, ITRON will provide ISM training. The Services shall be governed by the terms and conditions in Attachment A and Attachment B to this SOW.

The expected duration of the Project is two (2) months.

By signing this SOW, the CUSTOMER engages ITRON to provide the following Services and Deliverables related to the Project:

C.1. ITRON Deliverables

The following deliverables will be performed by ITRON for this Project. The below deliverables will be executed according to the effort quoted in Section D ("***Service Fees").*** Additional or prolonged efforts will be reviewed through the change order process defined in Section E.

1. ITRON will provide forty (40) hours of training to CUSTOMER for Itron Security Manager (ISM) On Premise implementation.
2. ITRON will provide ISM Installation Guide and reference guide to the CUSTOMER.

C.3. Project Schedule

The Project schedule is dependent on resource availability after the signed SOW is received by ITRON and fully executed. The Project schedule will be defined during the Project Kick-Off meeting as well as roles and responsibilities of the entire project team.

Work is anticipated during working hours, local time Monday – Friday. No after hours, weekend, or holiday hours work is anticipated. Additional hours for this Project (outside the planned hours of the Project) may be available to CUSTOMER and will require a Change Order.

C.4. Assumptions

This section provides the key assumptions for the Project.

1. CUSTOMER is responsible for data quality and cleansing.
2. CUSTOMER will complete the Pre-Installation and Installation Tasks in the ISM Installation Guide prior to ITRON training sessions. (starting on page 21 of PDF/page 13 of printout).
3. Training will be conducted after customer has completed ISM installation.
4. Should additional hours be required/requested, it will be additional T&M.
5. CUSTOMER is responsible for the purchase of all software not covered under the ITRON Sales and Maintenance Agreements. This includes, but is not limited to (operating systems, database, etc.) as defined in the ISM Installation Guide.
6. CUSTOMER will appoint a Project Manager who will be the key point of contact for ITRON related to the Services provided herein.
7. CUSTOMER will furnish all facilities and related services at CUSTOMER's site that are required by ITRON personnel engaged to perform the Service herein.
8. CUSTOMER has competed the following Installation Prep requirements before Itron's onsite visit:
   - a Windows Server 2016 – ISM App server to be ready for the install.
   - b ISM Software downloaded to the ISM App Server for install.
   - c Bridge Centron Meter(s) (for testing) placed on socket with load.
   - d Dedicated network/firewall IT resource to establish the VPN tunnel between the onsite ISM app server and the FDM Tools Server.
   - e Bridge meters (or a small quantity) will be shipped ahead of Project commencement to complete First Article as required.
9. No work will commence until this SOW is executed.

D. Service Fees & Related Details

Professional Services for the Project are provided at a fixed fee of $9,800.00 (USD). The Services and assumptions that are included in the scope of this SOW are described in the pricing summary reference number BMR# 19344-20 Ver1 Mar.

ISM Software pricing for this Project includes a $2,000 fee for ISM Software and a one-time Initial Setup Fee of $14,700. These Software fees will be invoiced upon environment availability. Pricing includes one license of ISM.

The first year of annual Software maintenance for ISM is provided at an annual fee of $400.00, commencing upon Software availability.

These fees are based upon ITRON's recommended engagement approach, ITRON standard travel policy, staffing levels, scope of the Project and Project Schedules as outlined in this SOW. Modifications to any of these factors will result in changes to the estimated fees. Any changes that affect ITRON's engagement approach, staffing levels, scope of the Project and Project Schedules will follow the Change Control Process described in this SOW.

ITRON will invoice CUSTOMER monthly for Services performed and for costs incurred. If at any point, there is reason to believe that this amount will be exceeded; ITRON will immediately notify CUSTOMER as to the changes in the estimate and issue a Change Order, which will be approved by CUSTOMER. CUSTOMER shall pay all taxes, if any, due for Services provided by ITRON to CUSTOMER under this SOW.

D. 1. Project Schedule

The Project schedule is identified as being two (2) months. If for reasons outside of ITRON's control the project extends beyond the 2-month duration, a maintenance fee to provide Project support will be charged to the Project equivalent to eight (8) hours a week invoiced at $225 an hour; additional travel will be billed as actuals. These hours will be used at ITRON discretion and billed in conjunction with the Pricing Summary.

E. Change Control Process

An ITRON Change Order Form ("***Change Order***") will be used for communicating changes to this SOW. The Change Order must describe the change requested, the rationale for the change, the estimated price and the effect the change will have on the overall Project. All Change Orders must be approved and signed by Distributor and ITRON.

F. Contact and Billing Information

Requested	CUSTOMER
Contact Name	Jeff Berkheimer
Contact Phone # (s)	209.333.6828
Contact Email Address	jberkheimer@lodi.gov
Physical Location Address (if applicable)	331 S. Ham Lane
Billing Address (if different from above)	
Special Billing Requirements?	Email to eudmailbox@lodi.gov
Purchase Order #	

G. Statement of Work Agreement Approval

CUSTOMER and ITRON agree to the terms of this SOW and by signing below, CUSTOMER authorizes ITRON to perform the Services detailed herein.

CUSTOMER	ITRON, Inc.
Authorized Signature	**Authorized Signature**
Printed Name Stephen Schwabauer	**Printed Name**
Title City Manager	**Title**
Date	**Date**

Approved as to form:
Authorized Signature
Printed Name Janice D. Magdich
CUSTOMER Attorney City Attorney
Date

Statement of Work Identifier: City of Lodi, CA ISM Implementation
SOW Author: JP Pulcini
Date Created: 6/16/2020
Version: 1.1

Please e-mail or fax a PDF file of the signed SOW to the contact below. A fully executed copy will be returned to you electronically in PDF format by e-mail.

If an original signed paper agreement is required, please mail the signed SOW to the address below. If mail is used, overnight service is recommended. Please provide a tracking number to your Account Executive. A fully executed copy will be returned to you electronically in PDF format by e-mail and the original signed paper copy will be returned by mail.

ITRON, Inc.
2111 N. Molter Rd.
Liberty Lake, WA 99019
Attn: Contract Administration
Fax: (509) 891-3331 or pdf and email to your Account Executive

ATTACHMENT A
Additional Terms

This section provides key terms governing the performance of the Services and the allocation of liability, without which the fees charged for the Services would be higher.

- Customer will furnish all facilities and assistance at Customer's site as requested by Itron personnel performing the Services.
- The parties acknowledge that each party may acquire non-public information and material that is confidential, proprietary or trade secret information ("Confidential Information") of the other party. Any such Confidential Information shall be (1) items conspicuously marked or otherwise identified as "confidential" or "proprietary" at the time of disclosure, or if not marked, information that should, by its nature, be considered confidential, and (2) items set forth in this SOW.
- Except for information that has been published or is otherwise available to the receiving party without breach of this SOW, each party agrees to take all steps reasonably necessary to hold in trust and confidence the other party's Confidential Information and not to disclose it to third parties or to use it in any way, commercially or otherwise, other than as permitted under this SOW. Each party will limit the disclosure of Confidential Information to employees or subcontractors with a need to know who: (i) have been advised of the confidential nature of the Confidential Information; and (ii) have acknowledged the express obligation to maintain such confidentiality.
- Fees for Services will be billed in U.S. Dollars on a fixed fee or time and material basis at the rates identified herein. Fees will be invoiced within thirty (30) days after the Services. Payment terms are net 30 from date of invoice. Customer will reimburse Itron for all reasonable and documented travel, lodging and related expenses incurred by Itron personnel in performing Services. The terms and conditions of this SOW shall supersede the terms of any purchase order issued by the Customer.
- Itron is a developer of computer software and as such, may use its proprietary software, documentation and other software licensed to Itron in the performance of the Services. All software, software enhancements, updates, bug fixes and other modifications to the software and documentation and other related work product resulting from this Agreement are and shall remain the property of Itron or its licensors. Customer may be entitled to use the software and documentation only in accordance with a separate software license agreement.
- Itron warrants that all Services provided under this SOW will be performed in a professional and workmanlike manner in accordance with industry standards. For Services that do not meet this warranty, Itron will re-perform the Services at its cost, provided that Customer notifies Itron in writing of such deficient Services within sixty (60) days of the date that the Services were initially performed. The foregoing states Customer's exclusive remedy and Itron's sole liability for breach of this Services warranty. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SERVICES AND DELIVERABLES.
- NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS SOW, EVEN IF THE PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL ITRON'S LIABILITY TO CUSTOMER EXCEED FIFTY PERCENT (50%) OF THE AMOUNTS PAID BY CUSTOMER TO ITRON IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE OF ANY CLAIM.
- Itron will not be responsible for any failure to perform the Services due to unforeseen circumstances beyond its reasonable control.
- This SOW, including any Attachments, sets out the entire agreement between the parties relative to its subject matter and supersedes all prior or contemporaneous agreements or representations, oral or written. Execution of a facsimile or electronic copy of this Agreement shall have the same force and effect as execution of an original.
- This SOW, including any Attachments, and its performance hereunder shall be governed by and construed in accordance with the laws of State of Washington without reference to Washington conflicts of law principles. The U.N. Convention on Contracts for the International Sale of Goods and any jurisdiction's implementation thereof shall not apply to this SOW.

- ITRON shall takeout and maintain insurance coverage for during the life of this SOW as set forth in Attachment B, attached hereto and incorporated by this reference.

Attachment B

NOTE: *The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract with the City of Lodi you will receive an email from the City of Lodi online insurance program requesting you to forward the email to your insurance provider(s) in order to submit the required proof of insurance*

Insurance Requirements for IT Professional Services

IT Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. IT Consultant shall procure and maintain for the duration of the contract insurance claims arising out of their professional services and including, loss, damage, theft or other misuse of data, infringement of intellectual property (with the exception of patent infringement and misappropriation of trade secrets), invasion of privacy and breach of data.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
   (Not required if consultant provides written verification it has no employees)
4. **Technology Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limits not less than **$2,000,000** per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, claims involving infringement of intellectual property (excluding patent infringement and misappropriation of trade secrets), infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including

materials, parts, or equipment furnished in connection with such work or operations. General liability and auto liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage
With the exception of Workers Compensation or Technology Professional Liability insurance, for any claims related to this contract, the Consultant's insurance coverage shall be primary insurance coverage **at least** as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Reporting
Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City or its officers, officials, employees, agents or volunteers.

Notice of Cancellation
Each insurance policy required above, with the exception of Professional Liability insurance, shall state that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation
With the exception of Professional Liability insurance, Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions
Self-insured retentions must be declared to the City.

Acceptability of Insurers
Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for **at least** three (3) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All

certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE STATEMENT OF
WORK AGREEMENT WITH ITRON, INC. OF LIBERTY LAKE, WA FOR
ON-PREMISE IMPLEMENTATION SERVICES TO DEPLOY ITRON
BRIDGE METERS IN AMOUNT NOT-TO-EXCEED $30,000;
AUTHORIZING PURCHASE OF ITRON BRIDGE METERS FROM
GENERAL PACIFIC, INC. OF FAIRVIEW, OR IN AMOUNT NOT-TO-
EXCEED $6,500; AND AUTHORIZING APPROPRIATION OF FUNDS

==========

WHEREAS, Lodi Electric Utility (LEU) is looking to conduct a pilot deployment and technology evaluation for remote disconnect/reconnect capable Itron Bridge Meters to address safety concerns for utility personnel; and

WHEREAS, at this time, LEU is not disconnecting service to customers for non-payment due to the COVID-19 pandemic and there is no current estimated timeline for restoring such activities; and

WHEREAS, at the point normal operations resume with respect to customer disconnects, a project such as this will take months to fully implement and taking action now to approve the proposed project will ensure LEU is prepared to resume normal operations without additional delay and cost; and

WHEREAS, historically, prior to COVID-19, the City of Lodi has continued to experience a significant volume of events which require services be disconnected due to non-payment of their electric utility accounts, and these disconnects have required field personnel to physically go to every customer location and gain physical access to the customer's meter; and

WHEREAS, these disconnects have often resulted in confrontations with customers, animals, and even situations in which firearms have been brandished and threats made of utility staff; and in certain situations, utility field services staff are unable to gain physical access to the meter and have required the services of other utility staff to disconnect electric service at the service transformer connection or on City utility pole lines; and

WHEREAS, by deploying the Itron Bridge Meters, the electric utility also expects to be able to more quickly respond to customer requests for reconnection; and

WHEREAS, the proposed pilot deployment will evaluate this new technology and its functional performance as well as its impact on field operations and customer service relative to service disconnect/reconnect practices; and

WHEREAS, it is expected that following a one-year pilot program, continued use and expansion of this technology will be considered by the electric utility and may become part of standard operating procedures and hardware utilized by the utility; and

WHEREAS, in accordance with Lodi Municipal Code, Section 3.20.070, it is necessary to purchase ITRON software and hardware for this effort versus that of another vendor/supplier to ensure compatibility with the City's existing fixed network and associated infrastructure; and

WHEREAS, the cost to procure and deploy this technology is approximately $36,500, and sufficient funds are available in the FY 2020/21 LEU Budget Account No. 50064400.72360 for the purchase of meters in the amount of $6,500; and

WHEREAS, staff recommends that the City Council appropriate funds in the amount of $30,000 from the Electric Utility Operating Fund Balance (Fund 500) to account 50062000.72450.

NOW, THEREFORE, BE IT RESOLVED, the Lodi City Council does hereby authorize the City Manager to execute a Statement of Work Agreement with ITRON, Inc. of Liberty Lake, WA for on-premise implementation services to deploy ITRON Bridge Meters in an amount not-to-exceed $30,000; and

BE IT FURTHER RESOLVED that the Lodi City Council authorizes the purchase of ITRON bridge meters from General Pacific, Inc. of Fairview, OR in an amount not-to-exceed $6,500; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize an appropriation in the amount of $30,000 as set forth above; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: August 19, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 19, 2020 by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

2020-____

AGENDA ITEM C-11

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Amending Traffic Resolution No. 97-148, by Approving Setting of 35 Miles-Per-Hour Speed Limit on Stockton Street, from Harney Lane to Lebaron Boulevard

MEETING DATE: August 19, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution amending Traffic Resolution No. 97-148, by approving setting of 35 miles-per-hour speed limit on Stockton Street, from Harney Lane to Lebaron Boulevard.

BACKGROUND INFORMATION: Staff recently reviewed Engineering and Traffic Surveys (ETS) on the following seven streets: Century Boulevard, Eilers Lane, Ham Lane, Loma Drive, Rutledge Drive, Sacramento Street, and Stockton Street. Since the last survey was conducted, Stockton Street has been improved from Harney Lane to Lebaron Boulevard.

California Vehicle Code Section 22352 states that the term “prima facie” is a speed limit that applies when no other specific speed limit is posted. By code, within a residential or business area the prima facie speed limit is set to 25 miles-per-hour (mph). Prior to completion of the new improvements on Stockton Street south of Harney Lane, the speed limit was set to prima facie, or 25 mph. Upon completion of the new improvements a new ETS was required to be conducted.

The ETS includes three primary factors when establishing posted speed limits: prevailing speeds, accident rates, and unexpected conditions. Other characteristics, such as residential density, pedestrian and bicycle safety, and roadway design speed, are also considered.

Based on the ETS results, Staff is recommending setting the speed limit to 35 mph on Stockton Street, from Harney Lane to Lebaron Boulevard (Exhibit A). No changes are recommended on the other streets referenced above.

Police Department staff concurs with Staff’s recommendations. As shown in the Stockton Street ETS (Exhibit B), the recommended posted speed limit is based on the prevailing speeds (85th percentile speeds) and accident rate similar to the Citywide average rate. All the updated ETS are on file in the Public Works Department.

Staff recommends amending Traffic Resolution No. 97-148, by approving setting of 35 miles-per-hour speed limit on Stockton Street, from Harney Lane to Lebaron Boulevard.

FISCAL IMPACT: Normal maintenance only.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE: Funding for the sign and legend installation/removal is from the Street Maintenance Account (30156002), totaling approximately $300.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Teri Mangrich, Engineering Technician
CES/TM/tc
Attachment

cc: City Attorney
Utility Superintendent
Police Chief
Police Sgt., Versteeg
Deputy Public Works Director/City Engineer
Engineering Technician, Mangrich

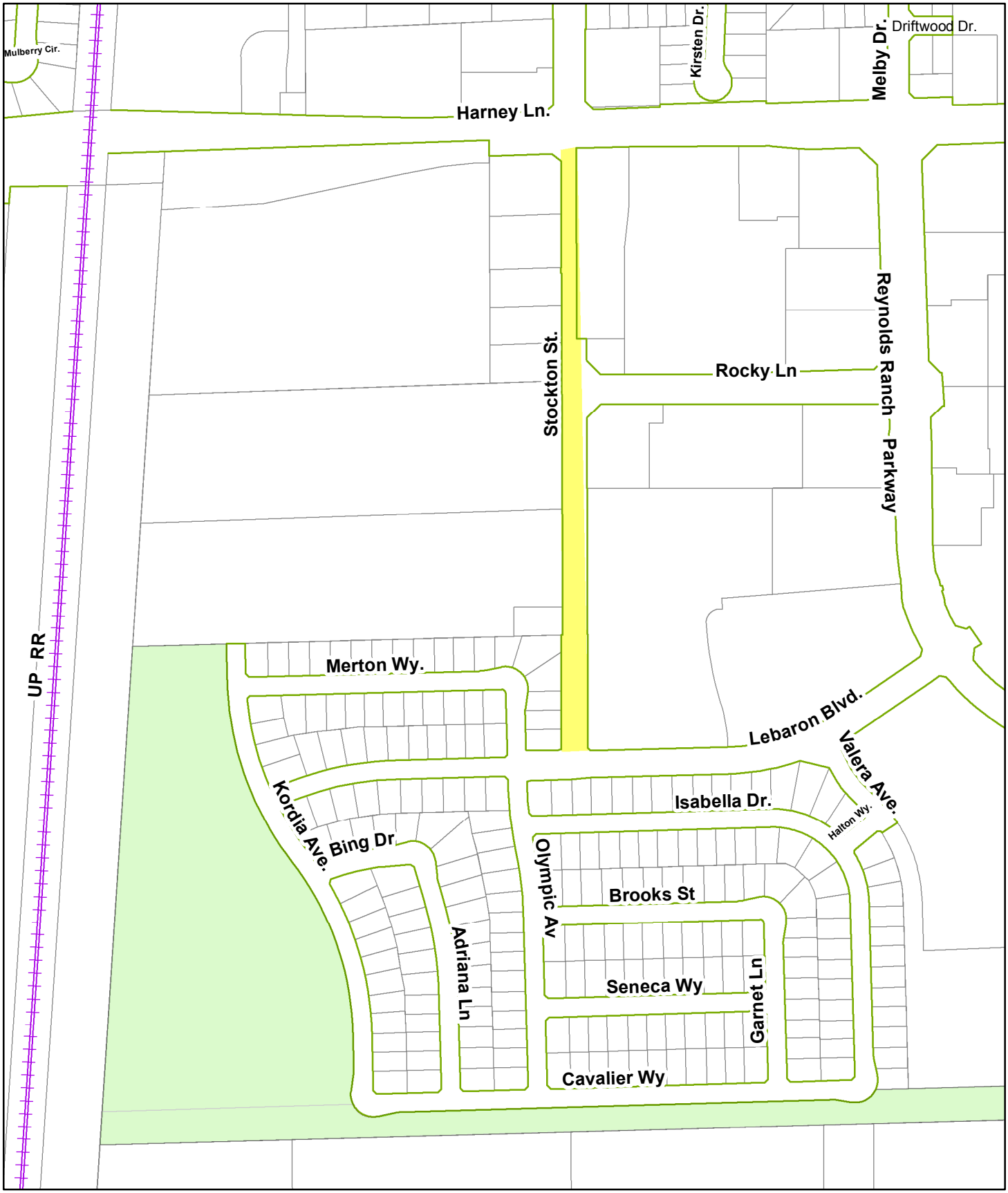


EXHIBIT A
Stockton Street
New 35 MPH Zone

Legend

35 MPH ZONE

N
W E
S

0.05 0.025 0 0.05 Miles

Path: G:\ESRI Maps\Traffic\Exhibits\Stockton SP Zone Map.mxd

Exhibit B

August 2020

SPEED ZONE REPORT - Stockton Street

- REFERENCE - Speed zone surveys are performed in the City of Lodi following the California MUTCD in accordance with Section 40802 (b) of the California Vehicle Code.

- STUDY CRITERIA - Important factors to consider in determining the speed limit which is most appropriate to facilitate the orderly movement of traffic and that is reasonably safe are:

  Prevailing Speeds (85th Percentile Speeds) - Reasonable speed limits conform to the actual behavior of the majority of motorists, and by measuring motorists' speeds, one will be able to select a speed limit that is both reasonable and effective. Speed limits should normally be established at the nearest five mile per hour (mph) increment to the 85th percentile speed. However, in matching existing conditions with the traffic safety needs of the community, engineering judgment may indicate the need for a further reduction of five mph.

  Accidents - Accident records for two recent years were considered in determining the speed zones. Accidents on segments of roadways are classified by their accident rate. Accident rates are determined by the number of accidents occurring within a segment of roadway and the traffic volume within that segment. Accident rates are shown in accidents per million vehicle miles (ACC/MVM). The average Citywide accident rate is 3.3 ACC/MVM.

  Unexpected Conditions – When roadside development results in traffic conflicts and unusual conditions which are not readily apparent to drivers, speed limits below the 85th percentile may be justified.

  The following factors were considered: residential density, pedestrian & bicycle safety, roadway design speed, safe stopping sight distance, superelevation, shoulder conditions, profile condition, intersection spacing and offsets, commercial driveway characteristics and pedestrian traffic in the roadway without sidewalks.

- STUDY RESULTS
  Seven radar surveys were performed and the 85th percentile speeds ranged from 33 to 45 mph as shown below:

Street Segment	85th Percentile
Lebaron Boulevard to Harney Lane	42 mph
Harney Lane to Kettleman Lane	45 mph
Kettleman Lane to Tokay Street	41 mph
Tokay Street to Lodi Avenue	33 mph
Lodi Avenue to Pine Street	35 mph
Pine Street to Lockeford Street	33 mph
Lockeford Street to Turner Road	38 mph

Lebaron Boulevard to Harney Lane
The 85th percentile speed in this segment is 42 mph. The 50th percentile speed is 37 mph. The accident rate of 0.0 on this segment is lower than the citywide average. Based solely on 85th percentile speeds, the speed limit could be set at 40 mph; however, due to the lower accident rate, residential density, and bicycle safety, we recommend setting the speed limit to 35 mph in this segment.

Harney Lane to Kettleman Lane
The 85th percentile speed in this segment is 45 mph. The 50th percentile speed is 40 mph. The accident rate of 1.8 on this segment is lower than the citywide average and higher the 0.8 rate from the 2013 survey. Based solely on 85th percentile speeds, the speed limit could be set at 45 mph; however, due to the lower accident rate and bicycle safety, we recommend retaining the 40 mph speed limit in this segment.

Kettleman Lane to Tokay Street
The 85th percentile speed in this segment is 41 mph. The 50th percentile speed is 37 mph. The accident rate of 1.8 on this segment is lower than the citywide average and higher than the 1.6 rate from the 2013 survey. Based solely on the 85th percentile speeds, the speed limit could be posted at 40 mph; however, based on the low accident rate at the current speed limit and residential density, we recommend retaining the 35 mph speed limit in this segment.

Tokay Street to Lodi Avenue
The 85th percentile speeds on this segment is 33 mph. The 50th percentile speed is 30 mph. The accident rate of 7.6 on this segment is higher than the citywide average and the 2.8 rate from the 2013 survey. Based solely on 85th percentile speeds the speed limit could be posted at 35 mph; however, based on residential density and high accident rate at the current speed limit, we recommend retaining the 30 mph speed limit in this segment.

Lodi Avenue to Pine Street
The 85th percentile speed on this segment is 35 mph. The 50th percentile speed is 31 mph. The accident rate of 6.3 on this segment is higher than the citywide average and the 3.0 rate from the 2013 survey. Based solely on 85th percentile speeds the speed limit could be posted at 35 mph; however, based on residential density and high accident rate at the current speed limit, we recommend retaining the 30 mph speed limit in this segment.

Pine Street to Lockeford Street
This portion of Stockton Street is comprised of two segments, with Elm Street to Lockeford Street being the longest. The 85th percentile speed on this segment is 33 mph. The 50th percentile speed is 30 mph. The highest accident rate of 17.0 on these segments is higher than the citywide average and lower than the 6.0 rate from the 2013 survey. The high accident rate is due to the accidents occurring at Locust Street. Based on the 85th percentile speeds, we recommend retaining the 30 mph speed limit in this segment.

Lockeford Street to Turner Road
The 85th percentile speed on this segment is 38 mph. The 50th percentile speeds is 34 mph. The accident rate of 3.2 on this segment is lower than the citywide average and higher than the 1.6 rate from the 2013 survey. Along this segment on both sides of the roadway are several sporting complexes used for a variety of events that create a significant amount of pedestrian traffic. There is also a dense concentration of residences on the southern portion of this segment. Based solely on the 85th percentile speeds, the speed limit could be set at 40 mph; however, based on the lower accident rate at the current speed limit, pedestrian safety, and residential density, we recommend retaining the 35 mph speed limit in this segment.

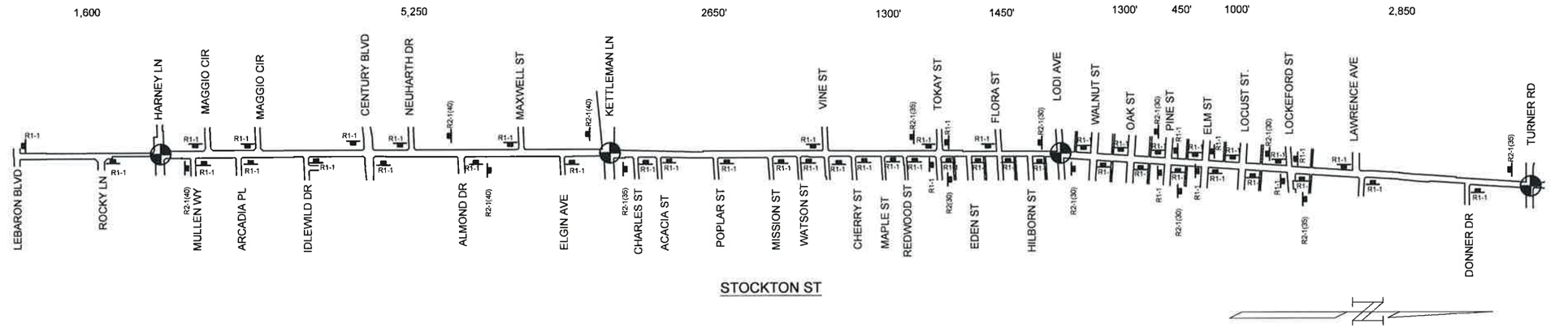
- CONCLUSION
  The recommended speed limits are shown below:

STREET SEGMENT	POSTED SPEED LIMIT
Lebaron Boulevard to Harney Lane	35 mph (from 25 mph)
Harney Lane to Kettleman Lane	40 mph (no change)
Kettleman Lane to Tokay Street	35 mph (no change)
Tokay Street to Lodi Avenue	30 mph (no change)
Lodi Avenue to Pine Street	30 mph (no change)
Pine Street to Lockeford Street	30 mph (no change)
Lockeford Street to Turner Road	35 mph (no change)

Lyman Chang
City Engineer

ENGINEERING AND TRAFFIC SURVEY

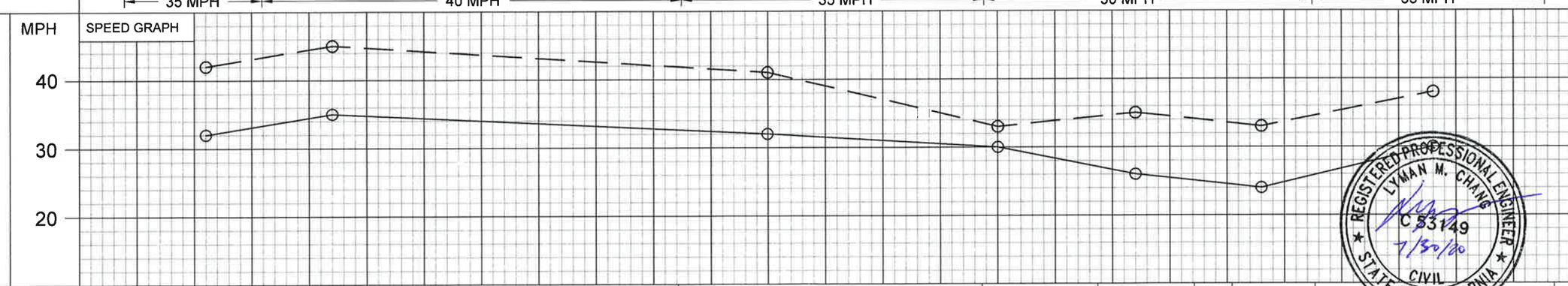
SEE NARRATIVE FOR BACKGROUND INFORMATION



	1/3 MILE	1/2 MILE	1/2 MILE	1/2 MILE	1/2 MILE	1/2 MILE	1/2 MILE
SPEED TABLE							
ROADWAY WIDTH	44' - 55'	64'	62'	40' - 64'	50'	40'	64'
NO. OF LANES	2+ Bike Lane	2+2Way Lt + Bike Lane	2+2Way Lt		2	2+2Way Lt	2
MEDIAN (TYPE)	NONE						
TRAFFIC SIGNAL DATA	6ØACT		8ØACT		6ØACT		2ØACT
AVERAGE DAILY TRAFFIC	3,410	11,720	8,340	6,600	5,280	(4,130) 2,980	2,360
OBS. SPEED-CRITICAL,85th%	42	45	41	33	35	33	38
-PACE(%)	32-41(64)	35-44(69)	32-41(82)	25-34(84)	26-35(80)	24-33(80)	30-39(76)
-MEDIAN,50th%	37	40	37	30	31	30	34
EXISTING SPEED ZONE	25 MPH	40 MPH	35 MPH		30 MPH		35 MPH
PROPOSED SPEED ZONE	35 MPH	40 MPH	35 MPH		30 MPH		35 MPH

LEGEND:

- -SIGN LOCATION
- R1-1 -STOP SIGN
- R2-1( ) -SPEED LIMIT SIGN (MPH)
- R1-2 -YIELD SIGN
- C -ASSEMBLY C (SCHOOL 25 MPH SIGN)
- W1-X -CURVE WARNING SIGN
- W13-1( ) -CURVE ADVISORY SPEED
- -ROUNDABOUT
- -TRAFFIC SIGNAL
- -CITY LIMIT
- -CRITICAL SPEED
- -LOWER LIMIT OF PACE



ACCIDENT PLOT	YR: 2018	0	1	2	1	1	1	2	1	1	1	3	2	3	2	1	1
	YR: 2019	0	2	1	4	1	1	1	1	1	1	1	2	1	2	1	2
ACCIDENT RATE - ACC. / MILL. VEH. - MI.		0.0	1.8			4.8						7.6	6.3	3.9	17.0	3.2	

DR: LC	No.	Date	Revision	Appr	Approved By: City Engineer PE C53149 Date 7/30/20
CH: TM					
DATE: August 2020					

CITY OF LODI
PUBLIC WORKS DEPARTMENT

STOCKTON ST.

SPEED ZONE SURVEY

REGISTERED PROFESSIONAL ENGINEER LYMAN M. CHANG C 53149 7/30/20 CIVIL STATE OF CALIFORNIA

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
AMENDING TRAFFIC RESOLUTION NO. 97-148, BY
APPROVING 35 MILES-PER-HOUR SPEED LIMIT ON
STOCKTON STREET, FROM HARNEY LANE TO
LEBARON BOULEVARD

==========

WHEREAS, staff recently reviewed Engineering and Traffic Surveys (ETS) on the following seven streets: Century Boulevard, Eilers Lane, Ham Lane, Loma Drive, Rutledge Drive, Sacramento Street, and Stockton Street; and

WHEREAS, since the last survey was conducted, Stockton Street has been improved from Harney Lane to Lebaron Boulevard; and

WHEREAS, the ETS includes three primary factors when establishing posted speed limits: prevailing speeds, accident rates, and unexpected conditions. Other characteristics, such as residential density, pedestrian and bicycle safety, and roadway design speed, are also considered; and

WHEREAS, staff recommends amending Traffic Resolution No. 97-148, by setting 35 miles-per-hour speed limit on Stockton Street, from Harney Lane to Lebaron Boulevard.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby amend Traffic Resolution No. 97-148, by approving 35 miles-per-hour speed limit on Stockton Street, from Harney Lane to Lebaron Boulevard.

Dated: August 19, 2020

==========

I hereby certify that Resolution No. 2020-___ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 19, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

2020-___

AGENDA ITEM C-12

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Final Map and Authorizing City Manager to Execute Improvement Agreement for Gateway South Subdivision, Unit No. 1, Tract No. 3941

MEETING DATE: August 19, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving final map and authorizing City Manager to execute Improvement Agreement for Gateway South Subdivision, Unit No. 1, Tract No. 3941.

BACKGROUND INFORMATION: Gateway South Subdivision, Unit No. 1, is the first phase of a multi-phase residential development located west of Lower Sacramento Road and south of Century Boulevard, as shown on Exhibit A. Unit No. 1 consists of 49 single-family, residential lots and the project includes the installation of all interior subdivision public improvements and the expansion of an existing storm water basin.

The Developer, KDK Land Company (Developer), has furnished the City with improvement plans, necessary agreements, guarantees, insurance certificates, and the required fees for the proposed subdivision. Development Impact Fees will be collected as part of the building permit process prior to issuing a certificate of occupancy for each single-family residence in accordance with Lodi Municipal Code 15.64.040. This project is part of the Community Facilities District No. 2007-1 (Public Services) (CFD).

Staff recommends approving final map and authorizing City Manager to execute Improvement Agreement for Gateway South Subdivision, Unit No. 1, Tract No. 3941.

FISCAL IMPACT: There will be an increase in long-term maintenance costs for public infrastructure and City services such as police, fire, and parks, and open space maintenance. This cost will be partially offset by proceeds from the CFD.

FUNDING AVAILABLE: Not applicable.

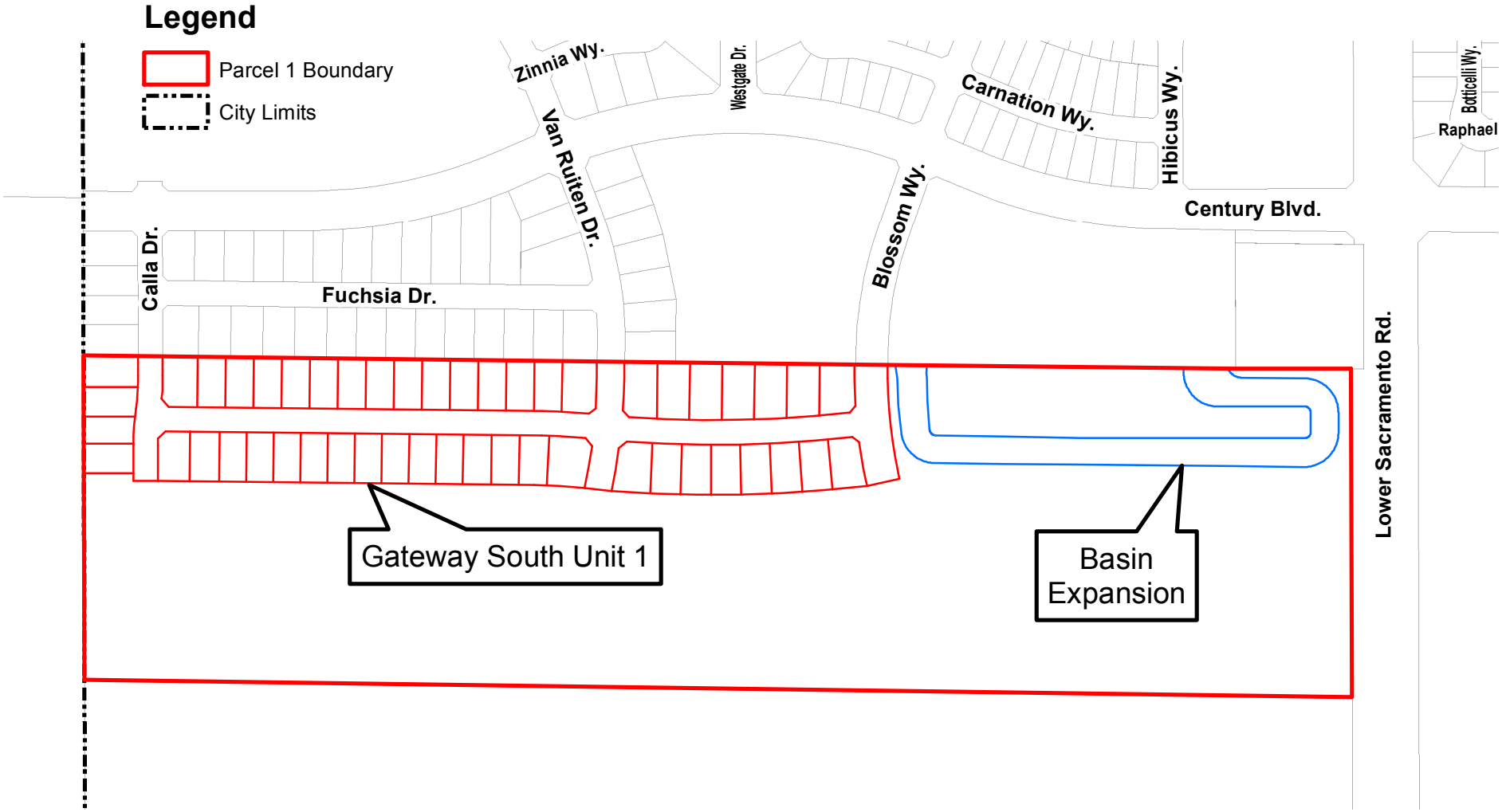
Charles E. Swimley, Jr.
Public Works Director

Prepared by Karissa Kiriu, Assistant Engineer
CES/KTVK/tc
Attachments

cc: City Attorney, Magdich
Deputy Public Works Director / City Engineer, Chang
Assistant Engineer, Kiriu
Senior Engineering Technician, Wiman
KDK Land Company
MCR Engineering.

APPROVED: _____
Stephen Schwabauer, City Manager

Exhibit A
Gateway South Unit 1 Subdivision
Vicinity Map



K:\WP\DEV_SERV\Developments\Lodi Southwest Gateway\Gateway South\UNIT 1\Improvement Agreement\Info\C_ExhibitA.mxd

WHEN RECORDED, RETURN TO:
City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

IMPROVEMENT AGREEMENT
for the
PUBLIC IMPROVEMENTS
of
GATEWAY SOUTH UNIT NO.1
TRACT NO. 3941

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, a California municipal corporation, hereinafter referred to as "City", and KDK LAND COMPANY, a California corporation, hereinafter referred to as "Developer".

RECITALS:

Developer is the developer of a portion of that certain real property situated in the City of Lodi, County of San Joaquin, commonly known as Parcel 1 (A.P.N.: 058-04-001) and more particularly described as Parcel One in Exhibit A and depicted in Exhibit B. Developer has presented to City for approval the final subdivision map, hereinafter called "Map", entitled "GATEWAY SOUTH, Unit 1". The Map was filed with the Public Works Director for presentation to the City Council for approval, and is hereby referred to and incorporated herein;

Developer has requested approval of the Map prior to the construction and completion of public improvements, including all streets, highways or public ways, and public utilities and facilities which are a part of, or appurtenant to, the Gateway South, Unit 1 Subdivision, hereinafter called "Project", all in accordance with, and as required by, the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of Project, which plans and specifications are now on file in the office of and endorsed with the approval of the Public Works Director or his designee.

City Council will adopt a resolution to approve the Map and accept the dedications therein offered on the condition that Developer will first enter into and execute this Agreement with City and meet the requirements of said resolution; and

This Agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Titles 15 and 17 of the Lodi Municipal Code ("LMC").

NOW THEREFORE, for and in consideration of the acceptance of the dedications offered, and in order to insure satisfactory performance by Developer of Developer's obligations under State law and City Code, the parties agree as follows:

1. Performance of Work by Developer

   Developer will do and perform, or cause to be done and performed at Developer's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of City's Public Works Director, all of the work and improvements as shown on the approved improvement plans for the Project, Plan Set D194, which is on file in the Public Works Department.

   The Developer shall also perform or cause to be performed the following items which are not shown on the improvement plans:

   A. Street light installation and connection to City system;

   B. Natural gas line installation;

C. Telephone line installation;

D. Electrical system; and

E. Cable television system.

2. Development Changes

Developer shall also perform all work and furnish all materials necessary to comply with any changes required by the Public Works Director, which, in his opinion, are necessary or required to complete the work in conformance with City Standards or are the result of changed conditions.

3. Performance of Work by City

Prior to the approval of the final map by the City, it is agreed that the Developer shall deposit with the City the amount of money shown as the "Developer Cost" on the Billing Schedule, attached hereto as Exhibit C, and by this reference made a part hereof as though fully set forth.

From payments made under the Billing Schedule, Developer elects to have the City perform or install or cause the installation of the following items:

A. Street seal coat;

B. Televideo inspection of the public sewer and storm drain lines. The fee shown on the Billing Schedule is based on the linear footage of sewer and storm drain pipe, including laterals, shown on the improvement plans. The fee will be adjusted, if necessary, when the televideo inspection is complete. Any additional fee must be paid prior to Project acceptance;

C. Storm Water Permit Compliance Inspections. The fee shown on the Billing Schedule is based on one (1) inspection per month for construction activities covering twelve months' period. The fee will be adjusted, if necessary, when the improvements are complete and ready for acceptance by the City. Any additional fee must be paid prior to Project acceptance.

Developer shall also pay all additional costs for work performed by City deemed by the Public Works Director necessary to complete the work under this Agreement in conformance with City Standards.

4. Development Impact Mitigation Fees

Development Impact Mitigation Fees for water, wastewater, street improvements, storm drain, police, fire, parks and recreation, general City facilities, and art in public places are required for this Project. Payment of the Development Impact Mitigation Fees shall be collected prior to issuance of Certificate of Occupancy for each dwelling. In conformance with LMC Section 15.64.050, the fees are automatically adjusted on January 1st of each year. Fees may also be adjusted at other times by separate City Council action. The actual fees to be paid will be those in effect at the time of payment. This Agreement shall in no way limit City's ability to charge Developer the fees in effect at the time Developer pays the fees.

5. Reimbursement from Others

Developer may be eligible for reimbursement from others for the cost of certain off-site public improvements that benefit other properties. It is Developer's responsibility to request reimbursement and submit the appropriate information per LMC Section 17.62.

6. Work; Time for Commencement and Performance

Developer shall, within 365 calendar days from the date of this Agreement, perform or cause to be performed, all work and/or improvements described in this Agreement. At least 15 calendar days prior to the commencement of work hereunder, Developer shall

notify the Public Works Director of the date fixed by Developer for commencement thereof, so that City can provide required inspection services.

7. Time Extension

Time is of the essence of this Agreement. City may extend the time for completion of the improvements hereunder, under the terms of an addendum to this Agreement, which shall be approved and executed by the City Manager. Any such extension may be granted without notice to Developer's surety, and extensions so granted, shall not relieve the surety's liability on the bond to secure the faithful performance of Developer under this Agreement. The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

8. Record Drawings and Certifications

Prior to acceptance of the Project improvements, Developer shall have installed and put in place, all survey monuments as shown on the Maps and provide record drawings and certifications as described in the City of Lodi Public Improvement Design Standards.

9. Permits; Compliance with Law

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of the improvements described in this Agreement, give all necessary notices, and pay all fees and taxes required by law.

10. Superintendence by Developer

Developer shall give personal superintendence to the work of said improvements, or have a competent agent, foreman or superintendent, satisfactory to the Public Works Director, on the work site at all times during construction, with authority to act for Developer.

11. Inspection by City

Developer, shall at all times, maintain proper facilities and provide safe access for inspection by City to all parts of the work site. Inspections will be provided during normal working hours of City staff. Developer will be billed for inspections on work performed on weekends, holidays and overtime. Developer shall also pay all additional costs incurred by City for soils and materials testing and/or inspection services, including storm water compliance inspections, required as a part of City inspection activities.

12. Contract Security

Concurrently with the execution of this Agreement, Developer shall furnish Improvement Security of at least 100 percent of the estimated cost of the public improvements required to be constructed, plus engineering costs of surveying, record drawings and certifications as security for the faithful performance of this Agreement; and an amount equal to at least 100 percent of the above costs as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement as more fully described in the State Subdivision Map Act.

The City has determined these security amounts to be as follows:

Faithful Performance:	$ 1,923,000.00
Labor and Materials:	$ 1,923,000.00

13. Warranty Security

Prior to acceptance of the Project improvements by City, Developer shall furnish warranty security of at least 10 percent of the total cost of the public improvements required to be constructed, as security for repair or replacement of defective work as provided under Paragraph 17 of this Agreement. The warranty period shall be two years following the date of acceptance of the improvements by City. If any portion of the Project receives partial acceptance during the course of construction, the warranty period for all required

Project improvements shall commence upon the date of final acceptance for the entire Project.

14. Hold-Harmless Agreement

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

A. That City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in Paragraph 15 of this Agreement.

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

15. Developer's Insurance

Developer shall not commence work under this Agreement until Developer shall have obtained all insurance required under this paragraph, nor shall Developer allow any contractor or subcontractor to commence work on Developer's contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

A. Worker's Compensation Insurance

Developer shall maintain, during the life of this Agreement, Worker's Compensation Insurance for all Developer's employees employed at the site of improvement, and in case any work is sublet, Developer shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractors' or subcontractors' employees, unless such employees are covered by the protection afforded by Developer. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. **A waiver of subrogation is required for workers compensation insurance.** This policy may not be canceled nor the coverage reduced without 30 days prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine Street, Lodi, CA, 95240. Developer hereby indemnifies City for any damage resulting to it from failure of either Developer or any contractor or subcontractor to take out or maintain such Worker's Compensation insurance.

B. Comprehensive General and Automobile Insurance

Developer shall take out and maintain during the life of this Agreement such insurance as shall insure City, its elected and appointed boards, commissions, officers, agents, and employees, Developer and any contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from the Project or the Project property, including any public streets or easements, from Developer's or any contractors' or subcontractors' operations hereunder, whether such operations be by Developer or any contractor or subcontractor or by anyone directly or indirectly employed by either Developer or any contractor or subcontractor, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

   $5,000,000 Each Occurrence
   $10,000,000 General Aggregate

2. COMPREHENSIVE AUTOMOBILE LIABILITY

   $5,000,000 Combined Single Limit
   Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version, that provides liability coverage at least as broad as this form.

Developer must have comprehensive automobile liability only if Developer's vehicles are used for the Project or on the Project property.

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s).

NOTE: Developer agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Developer; whichever is greater.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

terminate this Agreement upon such breach. Upon such termination, Developer shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

I. Qualified Insurer(s)

All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

16. Title to Improvements

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

17. Repair or Reconstruction of Defective Work

If, within a period of two (2) years after final acceptance by City of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, including the mitigation measures for dust and erosion control, fails to fulfill any of the requirements of this Agreement plans and specifications referred to herein, Developer and Developer's surety shall, without delay and without cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer or Developer's surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus 15-percent for administration and overhead costs.

18. Landscape Maintenance

Developer shall perform regular maintenance on the landscape element, including plants and irrigation system, installed with the Project for a period of three (3) years after the final acceptance by City. Should Developer or Developer's surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require maintenance to be performed before Developer can be notified, City may, at its option, perform the necessary maintenance work, and Developer shall pay to City the actual cost of such repairs plus 15-percent for administration and overhead costs.

19. Repair or Replacement of City-Owned Bypass Meter Assemblies

Developer is required by City to install bypass meter assemblies in conjunction with the installation of water mains in the City of Lodi. City will supply these assemblies upon receipt of a deposit in the amount of $5,000 for each assembly required. The purpose of the deposit is to guarantee the return of the assembly in good condition and fulfillment of the other obligations shown in the City's Policies and Procedures entitled "Metering Water Usage of New Water Mains Requiring Temporary Bypasses."

20. Mud, Debris, Dust and Erosion

Developer agrees and covenants not to permit mud or other debris to be tracked from the Project site or elsewhere onto City or County streets or onto private property without express permission. Developer further agrees not to cause damage to City or County streets.

Should any mud or debris be deposited in City or County streets or any damage is caused to City or County streets, Developer shall have the same removed or repaired forthwith,

and if not removed or repaired upon notice within a specified time, City shall cause the same to be removed or repaired and Developer shall be charged for the cost of said removal or repairs.

Developer, Developer's contractor, subcontractors, and/or agents shall be responsible for dust and erosion problems created during construction, including installation of telephone, electrical, cable television and gas facilities. Developer's responsibility for dust and erosion control shall extend to include a period of two years from the date of final acceptance by City of the work performed under this Agreement.

If a dust or erosion problem arises during development or within a period of two (2) years from the date of final acceptance by City of the work performed under this Agreement, including but not limited to installation of telephone, electrical, cable television, and/or gas facilities, and has not, after notice, been abated by Developer within a specified period of time, City shall cause the same to be controlled, and Developer shall be charged with the cost of said control.

21. Fire Protection During Construction

Fire protection facilities approved by City's Fire Chief, including all-weather access road and an approved water supply capable of supplying the required fire flow, shall be installed and made serviceable in accordance with the City Fire Code (as set forth in the Lodi Municipal Code) prior to and during the time of building construction. The above may be modified when alternate methods of protection approved by the Fire Chief are provided.

22. Protection of Existing Improvements

Damage to any existing improvements, private or public utility lines installed or undergoing installation in which damage occurs during the onsite and offsite construction required of Developer under this Agreement, shall be the absolute responsibility and liability of Developer. In other words, it shall be Developer's responsibility to pay for damage to existing improvements and public or private utilities within the Project property. Damage to any existing facilities outside the limits of the Project damaged as part of the construction of the required Project improvements is also Developer's responsibility.

23. Dwelling Occupancy

City will not allow occupancy of any building or structure within the Project until all deferred fees have been paid, public improvements have been approved and accepted by the Public Works Department per established City policy and other requirements of City codes have been met. If building is started prior to acceptance of the improvements, it is Developer's responsibility to inform all prospective purchasers that occupancy will not be permitted until said deferred fees are paid and public improvements are so accepted by City.

24. Developer Not Agent of City

Neither Developer nor any of Developer's agents, contractors, or subcontractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.

25. Notice of Breach and Default

If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents, or employees, should violate any of the provisions of this Agreement, the Public Works Director or City Council may serve written notice upon

Developer and Developer's surety of breach of this Agreement, or any portion thereof, and the default of Developer.

26. Breach of Agreement; Performance by Surety or City

In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvements herein specified; provided however, that if the surety, within five (5) days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of this Agreement, and does not commence performance thereof within five (5) days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to City for any excess cost or damage occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefor.

27. This Agreement shall run with the land and be binding on the Owner, its heirs, successors and assigns.

28. Notices.

All notices herein required shall be in writing, signed by the authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties.

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

Charles E. Swimley, Jr.
Public Works Director
City of Lodi
221 West Pine Street
P. O. Box 3006
Lodi, CA 95241-1910

Notices required to be given to Developer shall be addressed as follows:

Tom Doucette
President
KDK Land Company
10100 Trinity Parkway, Suite 420
Stockton, CA 95219

Notices required to be given to Surety shall be addressed as follows:

_____

_____

_____

_____

Provided that either party or the surety may change such address by notice in writing in the manner set forth above, to the other party and thereafter notices shall be addressed and transmitted to the new address.

29. Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

[The balance of this page is intentionally left blank.]

30. Execution

In Witness Whereof, Developer and City have caused their names and corporate seals to be hereunto affixed.

KDK LAND COMPANY,
A California corporation

Dated: _____

By: _____
TOM DOUCETTE
President

(CORPORATE SEAL)

CITY OF LODI,
a California municipal corporation

Dated: _____

By: _____
STEPHEN SCHWABAUER
City Manager

ATTEST:

_____
PAMELA M. FARRIS
Assistant City Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

_____
JANICE D. MAGDICH jdm
City Attorney

EXHIBIT A

Doc #: 2018-104419
09/19/2018 11:32:41 AM
Page 1 of 3 Fee: $30.00 Tax Paid: $18,885.90
Steve J. Bestolarides
San Joaquin County Recorder
Paid By: FIRST AMERICAN TITLE HOME BUILDERS

RECORDING REQUESTED BY:
First American Title Company

MAIL TAX STATEMENT
AND WHEN RECORDED MAIL DOCUMENT TO:
Gateway Farms, LLC
10100 Trinity Parkway, Suite 420
Stockton, CA 95219

Space Above This Line for Recorder's Use Only

A.P.N.: 058-040-01 (Affects Parcel One); 058-040-02 (Affects Parcel Two); 058-040-04 (Affects Parcel Three) and 058-040-05 (Affects Parcel Four)

File No.: 0131-621516ala (BC)

GRANT DEED

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX **$18,885.90**; CITY TRANSFER TAX $N/A
SURVEY MONUMENT FEE **$N/A**

[x] computed on the consideration or full value of property conveyed, OR

[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,

[ ] unincorporated area; [**X**] City of **Lodi**, and

EXEMPT FROM BUILDING HOMES AND JOBS ACTS FEE PER GOVERNMENT CODE 27388.1(a)(2)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Weldon D. Schumacher and Rudy Croce, Co-Trustees of The Weldon D. Schumacher and Bonnie Joan Schumacher Revocable Family Trust dated April 11, 2011, as Amended**

hereby GRANTS to **Gateway Farms, LLC, a California limited liability company**

the following described property in the City of **Lodi**, County of **San Joaquin**, State of **California**:

PARCEL ONE:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 20 RODS SOUTH OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE RUNNING SOUTH 40 RODS; THENCE WEST 160 RODS; THENCE NORTH 40 RODS; THENCE EAST 160 RODS TO THE POINT OF BEGINNING.

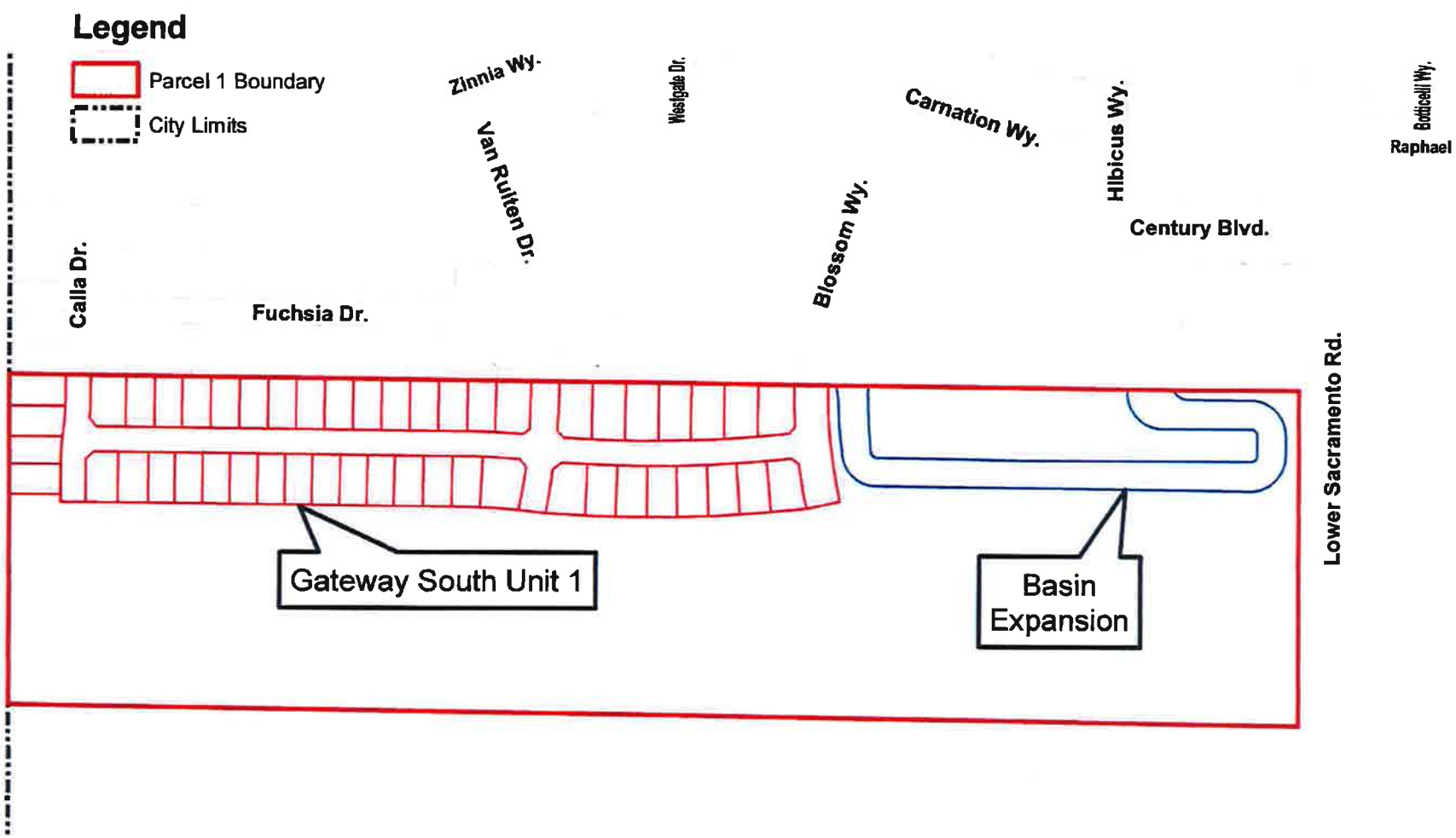
PARCEL TWO:

THE NORTH 40 ACRES OF THE SOUTH 100 ACRES OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN.

PARCEL THREE:

Mail Tax Statements To: **SAME AS ABOVE**

Exhibit B
Gateway South Unit 1 Subdivision
Vicinity Map



K:\WP\DEV_SERV\Developments\Lodi Southwest Gateway\Gateway South\UNIT 1\Improvement Agreement\Info\SIA_ExhibitB.mxd

BILLING SCHEDULE

EXHIBIT C

Development: Gateway South Unit No. 1
Developer: KDK Land Company
Engineer: MCR Engineering
Date: 7/27/20

Approximate Gross Acreage: 13.87
No. of Units: 49
Construction cost $1,923,000.00

						DEVELOPER COST		CREDITS
ENGINEERING								
Plan Check Fee	(5.0% of	$100,000)		ENGFEE	$	5,000.00		
	(3.5% of	$200,000)		ENGFEE		7,000.00		
	(2.5% of	$1,623,000)		ENGFEE		40,575.00		
Inspection Fee	(4.0% of	$250,000)		ENGINS		10,000.00		
	(3.5% of	$750,000)		ENGINS		26,250.00		
	(3.0% of	$923,000)		ENGINS		27,690.00		
Plan Check Fee Paid				ENGFEE			$	40,721.00
Improvement Agreement				ENGFEE		$2,572.00	$	
ENGINEERING SUBTOTAL					$	119,087.00	$	40,721.00
STREET SYSTEM								
Fees:								
Storm Water Inspection Fees (Charge for 1 year inspection)		PW03	1	LS @ $	2,145.00	$2,145.00		
Charges for work by City Forces:								
Seal Coat		NC07	1,714	SF @ $	0.12	$205.68		
STREET SYSTEM SUBTOTAL						$2,350.68		$0.00
SEWER SYSTEM								
Fees:								
Charges for Work by City Forces:		PW03						
TV Inspection for Pipe Installation			1,807	LF @ $	1.50	2,710.50		
TV Inspection for Project Acceptance (including laterals)			3,032	LF @ $	1.50	4,548.00		
SEWER SYSTEM SUBTOTAL						$7,258.50		$0.00
WATER SYSTEM								
Fees:								
Charges for work by City Forces:		PW02						
WATER SYSTEM SUBTOTAL						$0.00		$0.00
STORM DRAIN SYSTEM								
Fees:								
Charges for Work by City Forces:								
TV Inspection for Pipe Installation		PW03	2,190	LF @ $	1.50	3,285.00		
TV Inspection for Project Acceptance		PW03	2,190	LF @ $	1.50	3,285.00		
STORM DRAIN SYSTEM SUBTOTAL						$6,570.00		$0.00
ELECTRICAL SYSTEM								
To be billed separately by Electric Utility Department								
TOTAL AMOUNT OF BILLING SCHEDULE						$135,266.18		$40,721.00

ADDITIONAL FEES			DEVELOPER COST	CREDITS
Reimbursement Agreement 2018-01 Lodi Shopping Center Improvements 13.87 Acres @ $4,609.42/Acre	13.87 acres @ $	4,609.42	$63,932.66	
SB 5 200-Year Flood Plain Certification Fee	49 LOTS @ $	200		
	27080000.55020	80%	$7,840.00	
	ENGFEE	20%	$1,960.00	
TOTAL DUE PRIOR TO IMPROVEMENT PLAN APPROVAL			$168,277.84	

Signature: Janice D. Magdich
Janice D. Magdich (Aug 4, 2020 20:15 PDT)

Email: jmagdich@lodi.gov

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING FINAL MAP AND AUTHORIZING CITY
MANAGER TO EXECUTE IMPROVEMENT
AGREEMENT FOR GATEWAY SOUTH SUBDIVISION,
UNIT NO. 1, TRACT NO. 3941

==========

WHEREAS, Gateway South Subdivision, Unit No. 1, is the first phase of a multi-phase residential development located west of Lower Sacramento Road and south of Century Boulevard; and

WHEREAS, Unit No. 1 consists of 49 single-family, residential lots and the project includes the installation of all interior subdivision public improvements and the expansion of an existing storm water basin; and

WHEREAS, the Developer, KDK Land Company (Developer), has furnished the City with improvement plans, necessary agreements, guarantees, insurance certificates, and the required fees for the proposed subdivision; and

WHEREAS, Development Impact Fees will be collected as part of the building permit process prior to issuing a certificate of occupancy for each single-family residence in accordance with Lodi Municipal Code 15.64.040.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the final map for Gateway South Subdivision, Unit No. 1, Tract No. 3941; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize City Manager to execute Improvement Agreement for Gateway South Subdivision, Unit No. 1, Tract No. 3941; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: August 19, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 19, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM C-13

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt a Resolution Approving Contract with Lodi Unified School District to Provide After School Staff Support for the Bridge Program at Twelve Locations During Fiscal Year 2020/2021 ($586,735.60)

MEETING DATE: August 19, 2020

PREPARED BY: Parks, Recreation and Cultural Services Director

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RECOMMENDED ACTION: Adopt a resolution approving contract with Lodi Unified School District to provide after school staff support for the Bridge program at twelve locations during Fiscal Year 2020/2021 in the amount of $586,735.60.

BACKGROUND INFORMATION: Lodi Unified School District is the recipient of a State After School Education and Safety (ASES) Program grant, which provides funds for after-school enrichment for K-8 students participating in Lodi Unified's Bridge Program.

The California Department of Education grant, funded by Proposition 49 (2002), requires a recreational component for students at participating sites. Lodi Unified has contracted with the City (sub-recipient) to provide these services for the past 13 years, and has negotiated an agreement for the Parks, Recreation and Cultural Services Department to do so again in Fiscal Year 2020/21.

PRCS was awarded 12 school sites – 10 elementary and 2 middle schools. The Department will receive $44,202.77 per year for each school site.

Aside from slight annual increases in revenue from Fiscal Year 2017/18, because of State-mandated increases in employee costs (minimum wage increase), the contract terms are unchanged from the previous year.

The revenue and expenses related to this program were included in the FY2020/21 budget the Council adopted on June 3, 2020.

FISCAL IMPACT: PRCS costs are covered under the terms of the contract.

FUNDING AVAILABLE: Per agreement with Lodi Unified School District and FYI 2020/21 budget.

_____
Andrew Keys, Deputy City Manager/Internal Services Director

_____
Anwan Baker
Interim Parks, Recreation and Cultural Services Director

APPROVED: _____
Stephen Schwabauer, City Manager

LODI UNIFIED SCHOOL DISTRICT
Division of Business Services
SERVICES AGREEMENT

This agreement is entered into between Lodi Unified School District, hereinafter called the District, and City of Lodi Parks, Recreation, and Cultural Services Dept.

hereinafter called the Independent Contractor. Independent Contractor shall provide the following services For After School Staffing and Support Services to be provided to Beckman, Borchardt, Houston, Victor, Washington, Needham, Lawrence, Heritage, Nichols, Woodbridge, Millswood, and Lodi Middle Schools.

at_____.

The services shall begin on July 31, 2020 and be completed by June 11, 2021.

In consideration of the services to be rendered by the Independent Contractor, the District agrees to pay the Independent Contractor a progress payment every 30 days upon prior receipt and approval of a work completion statement:

$ Not to Exceed: $586,735.60 Five Hundred Eighty Six Thousand, Seven Hundred Thirty Five and 60/100 Dollars.

Independent Contractor agrees to comply with all provisions of Education Code Section 45125.1. Prior to commencing work, Independent Contractor will conduct criminal background check of all employees assigned to the Lodi Unified School District and will certify that no employees who have been convicted of serious or violent felonies as specified, will have contact with pupils, pursuant to this Agreement. Independent Contractor must provide the Lodi Unified School District with a list of all employees providing services pursuant to this Agreement, and designate to which sites they will be assigned. Failure to comply with this law may result in, or at District's sole discretion, termination of this Agreement. The District also has the option to terminate for convenience or should the District determine that the Independent Contractor is in default. In the event the District desires the option to terminate for convenience, the District will owe the Independent Contractor an amount to cover the amount of work completed to that date. Independent Contractor warrants and represents that he/she understands the scope of the contracted work to be completed and that he/she represents and warrants to the District that he/she is qualified to perform the intended services.

This agreement, and any documents referred to on the face hereof, constitutes the entire agreement between the two parties, and supersedes any prior agreements with respect to the matters herein. By signing this agreement, both parties agree to the terms and conditions.

Independent Contractor hereby covenants and agrees that the District, its officers, agents, employees, members or representatives shall not be liable for any loss, damage, injury or liability of any kind person or property arising from the acts, omissions or negligence of Independent Contractor. Notwithstanding anything to the contrary contained herein, I agree to indemnify, defend, and hold harmless the District, its officers, agents, employees or representatives against any and all claims, damages, costs, expenses of whatever nature, including court costs and attorneys' fees arising out of Independent Contractor's Services Agreement.

ATTEST:

Jennifer Cusmir, City Clerk

APPROVE AS TO FORM:

Janice Magdich, City Attorney

Independent Contractor:

Signature: _____
Stephen Schwabauer, City Manager

Date: _____

Address: 230 W. Elm St.
Lodi CA 95240

Phone: 209.333.6742

Email: _____

Please refer to Purchase Order for full Terms and Conditions

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
A CONTRACT BETWEEN LODI UNIFIED SCHOOL
DISTRICT AND THE CITY OF LODI TO PROVIDE
BRIDGE PROGRAM STAFF SUPPORT AT TWELVE
LOCATIONS DURING FISCAL YEARS 2020/21
($586,735.60)

==========

WHEREAS, the City of Lodi has contracted with Lodi Unified School District to provide staff support to the District's Bridge after-school program at numerous sites since 2007, and

WHEREAS, Lodi Unified School District has requested the City to continue providing this service in fiscal year 2020/21 at Beckman, Borchardt, Houston, Victor, Washington, Needham, Lawrence, Heritage, Nichols, Woodbridge, Millswood, and Lodi Middle Schools, and

WHEREAS, Lodi Unified School District agrees to pay $586,735.60 for this service in Fiscal Year 2020/21.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a contract in the amount of $586,735.60 between Lodi Unified School District (Grantee) and the City of Lodi (Sub-recipient) to provide the Bridge program at twelve locations referenced above during fiscal year 2020/21.

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: August 19, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 19, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

2020-_____

AGENDA ITEM C-14

CITY OF LODI
COUNCIL COMMUNICATION
™

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Member Task Request Confirmation Number 0184 Pursuant to Shared Services Program Agreement between Northern California Power Agency and Southern California Public Power Authority to Administer Keep Your Cool Commercial Refrigeration Program; Provide Support Services; and Install Energy Efficiency Measures to Commercial Refrigeration Customers of Lodi Electric Utility ($52,170)

MEETING DATE: August 19, 2020

PREPARED BY: Business Development Manager

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute Member Task Request Confirmation Number 0184 pursuant to the Shared Services Program Agreement between the Northern California Power Agency (NCPA) and Southern California Public Power Authority (SCPPA) to administer the Keep Your Cool commercial refrigeration program; provide support services; and install measures to commercial refrigeration customers of Lodi Electric Utility in an amount not-to-exceed $52,170.

BACKGROUND INFORMATION: Lodi Electric Utility (LEU) seeks to continue its energy efficiency program to commercial customers by implementing a turnkey direct install program of refrigeration equipment upgrades.

Recognizing the potential for joint action purchasing as a mechanism to improve efficiencies and/or gain better economies of scale, LEU joined with other NCPA and SCPPA members in a Shared Services Program Agreement (SSPA) under which LEU may utilize pre-approved vendors and contracts for services.

Authorized by Resolution 2016-162, services under the SSPA are voluntary, and are executed by a "confirmation" under the SSPA for particular services. Resolution 2016-162 appointed the City Manager, Electric Utility Director, together with the City Attorney as designated representatives under the SSPA and authorized the delegated authorities for amounts not-to-exceed $20,000 and $15,000, respectively. The amount of this member task order exceeds the authorization of Resolution 2016-162 and must therefore be considered by Council for approval. The KYC refrigeration program component is a not-to-exceed amount of $50,000. The administrative cost of the program through NCPA is a not-to-exceed amount of $2,170 per the terms of the SSPA.

The Member Task Request with NCPA and SCPPA for commercial refrigeration services will be with Efficiency Services Group (ESG). The services will be provided by a subcontractor, Redwood Energy Services. ESG and Redwood Energy Services will develop program materials, identify and schedule customers, purchase equipment upgrades, administer quality assurance, estimate energy savings for regulatory purposes, and prepare all necessary reporting.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: Not-to-exceed $52,170.

FUNDING AVAILABLE: Fiscal Year 2020/21 Account No. 50465100.72920.

Andrew Keys

Andrew Keys
Deputy City Manager/Internal Services Director

Astrida Trupovnieks
Business Development Manager

CONFIRMATION UNDER THE NCPA SUPPORT SERVICES PROGRAM AGREEMENT

1. This is a Confirmation pursuant to the Support Services Program Agreement and subject to the terms and conditions of that agreement, except as expressly provided in this Confirmation. All capitalized terms have the meaning given to them in the Support Services Program Agreement.

2. The Participating Member for this Confirmation is the CITY OF LODI in the amount of not-to-exceed $50,000 for the Efficiency Services Group, LLC services described in paragraph 3.

3. CITY OF LODI requests the following described Support Services in the dollar amount specified above, as follows:

Efficiency Services Group, LLC (ESG) shall provide its "Keep Your Cool" Commercial Refrigeration Direct Install Program as designed to meet the goals and objectives of the City of Lodi/Lodi Electric Utility to help commercial business owners save a significant amount of energy. The Program includes Customer Recruitment, Site Audit Report, Project Logistics, Retrofit Installations, Quality Assurance/Quality Control, Program Metrics and Measures, Budget Tracking and Invoicing, Contractor Management, and related Tasks, as specifically outlined in its proposal, copy attached and incorporated herein. The services shall be provided in FY 2021.

Pursuant to the Shared Services Agreement between NCPA and the Southern California Public Power Authority (SCPPA), NCPA agrees to provide the support services in accordance with the Goods and Services Agreement between Southern California Public Power Authority and Efficiency Services Group, LLC dated July 19, 2018, and the Task Order executed among ESG, SCPPA, NCPA, and CITY OF LODI for these services.

4. The Participating Member executing this Confirmation agrees to pay for the Support Services in the not to exceed amount specified in paragraph 2, above; plus the Administrative Cost of not-to-exceed $2,170 ($685 to develop the Confirmation and first month of administration plus $165 per month for each additional month administrative costs are actually incurred), in accordance with the provisions of the Support Services Program Agreement. The total amount expended under this Confirmation will not exceed $52,170.

5. A Security Account deposit is not required for this Confirmation.

Date: _____ Date: _____

Participating Member:

CITY OF LODI

NORTHERN CALIFORNIA POWER AGENCY

By its Designated Representatives:

By:_____
Randy S. Howard, General Manager

_____
Stephen Schwabauer, City Manager

ES-AGY-2016-001

Confirmation No. 0184

And

_____

Janice D. Magdich, City Attorney
Jdm

Attest:

By: _____
Jennifer Cusmir, City Clerk

Attest:

_____

Cary A. Padgett, Assistant Secretary to Commission

Approved as to form:

By: _____
Jane E. Luckhardt, NCPA General Counsel

EFFICIENCY SERVICES Group

5605 NE Elam Young Parkway
Hillsboro, OR 97124
(888) 883-9879 Toll-Free
(503) 718-3733 Phone
(503) 344-6942 Fax

KEEP YOUR COOL PROGRAM
SCOPE OF WORK

The goal of the Keep Your Cool Commercial Refrigeration (KYC) Program is to help commercial business owners save a significant amount of energy through the installation of targeted, best practice measures that are low-risk and high return. Combined with additional benefits such as job creation/retention, increased awareness of energy efficiency in the commercial market sector, and driving sustainability through equipment upgrades, the program is well positioned to meet the goals of the Lodi Electric Utility (LEU).

Budget Tracking and Invoicing

Project costs billed to NCPA for LEU will be tracked on a monthly and program-to-date basis. ESG will maintain a budget tracker which compares the program-to-date expenses to the total budget to ensure the work order funds are not exceeded under this Agreement. Monthly invoices will be submitted to NCPA and LEU for completed projects. Invoices will associate all project costs with a specific customer sites and measures installed.

Contractor Management

ESG will be responsible for the quality of work of all contractors utilized under this Agreement. NCPA and LEU's main point of contact will be ESG under this Agreement. The installing contractor for this program is Redwood Energy Services.

Program Materials Development

ESG will work with LEU to develop program materials and determine other program collateral to be left with customers and create program templates (such as a letter introducing the program).

Customer Recruitment

ESG and KYC program installing contractor are responsible for identifying, enlisting and scheduling retrofit installations for LEU customers.

The KYC Program's customer recruitment strategy is multi-faceted and may include: 1.) an introduction letter; 2.) a postcard campaign to further alert prospects; 3.) site visits from program auditors following leads generated by direct mail or the website; and 4.) systematic cold-calls by program auditors. Making sure that every customer has multiple interactions with the program is the key to avoiding lost opportunities.

Site Audit Report

Customers who express interest in the program will receive a site audit by a program auditor. The auditor will inspect existing refrigeration equipment at their facility for energy upgrade opportunities. The location of each piece of equipment will be labeled with a unique program tracking number (typically a door tag, each with a unique number) and any future work done to that equipment will include a reference to that tracking number. Digital photographs may be taken to record the specifications and/or the condition of the equipment, whether or not it is to be retrofitted.

The program auditor will record their findings and prepare a proposal for the customer. The proposal will detail all recommended energy efficient measures, the energy and monetary savings estimates and the incentives available. The auditor will submit the signed proposal and documentation to program administrator. Auditors will follow up with customers who require extra time to decide, have additional questions or must meet requirements specific to their business (e.g. corporate approval).

Project Logistics

Once a customer signs the required participation paperwork, program administration will take responsibility for coordinating successful project delivery. This includes purchasing required material for the project, as well as reserving funds in the budget to avoid oversubscription for a given work order issued under this Agreement.

Retrofit Installations

An appointment for the project installation work will be scheduled with the customer. Installers will arrive at the scheduled time, greet the customer or their employee, and identify themselves as a representative of LEU and the KYC Program.

Upon completion of the installations, the installer will provide the customer with an explanation of all work that was performed. When the work meets the customer's approval, they will be asked to sign a Project Completion Form. If the job cannot be completed on that day, the installer will let the customer know when they will return to complete the job. In the event a customer is not satisfied with the installation and chooses not to sign the completion form, the installer will first work to rectify the customer's concerns. If immediate resolution is not possible, the installer will seek guidance from Program administration. If a resolution still

cannot be achieved, ESG will determine the best course of action, which may include consultation with LEU.

Quality Assurance / Quality Control

All materials installed under this Agreement are new and sourced from the best-known suppliers. ESG will provide data sheets for all products installed in the KYC Program upon request.

A key component to validating energy savings and customer satisfaction is performing Quality Control (QC) verifications. One hundred percent of the projects that are completed under this Agreement will receive a post-installation site visit. These QC post-installation visits are not intended to replace work performed by official EM&V, which LEU may choose to perform at a later time. Instead, these QC site visits are intended to provide a high level of confidence and assurance in the accuracy of reported measures, savings and customer satisfaction.

During the QC field visits, ESG staff will verify the following:

- All measures reported and invoiced by the installer are accounted for in the building and that the measures are installed and working properly.
- In the event a discrepancy or improper installation is identified, ESG will follow up with the installing contractor and ensure the work is rectified.
- ESG will interview the customer and reinforce to the customer that LEU is providing this program to help manage their energy costs and wants to assure that the customer's participation and experience in the program was a positive one.
- If the customer indicates dissatisfaction with any aspect of the program, ESG will report it to the installing contractor and ensure that any issues are addressed to the customer's satisfaction.

Program Metrics

The measures installed, date of installation, and estimated energy savings and demand reduction will be tracked on an ongoing basis during this Agreement. Monthly reports will be prepared for LEU and will detail the activity for the month and for the total program-to-date in their service territory. A separate report will be prepared for LEU's fiscal year which will include all the data required to report the retrofit projects and savings in the E3 reporting tool.

Measures

Measures in this program fall into three categories; measures that reduce air leakage from cooled spaces, higher efficiency equipment and equipment controls. Specification sheets for any products installed through this program are available upon request. The measures in the following table are included in the program.

Pricing

Measure	Cost Unit	Price Per w/QC Inspections
ASH Controller: Coolers	door	$216.96
ASH Controller: Freezers	door	$338.11
Auto Door Closer: Reach-In	closer	$167.91
Auto Door Closer: Walk-In	closer	$220.91
Door Gasket	linear foot	$11.50
Strip Curtain: Walk-in	square foot	$13.90
ECM Motor Controller	controller	$1,316.42
LED Canopy Light	fixture	$820.00
LED Case Light	fixture	$290.81
Programmable EC Motor (3/4 HP, 5.6A)	motor	$712.25
Programmable EC Motor (1/2 HP, 4.0A)	motor	$681.96
Programmable EC Motor (1/3 HP, 2.6A)	motor	$586.55
Programmable EC Motor (1/15 HP, 1.8A)	motor	$325.08
Programmable EC Motor (1/47 HP, 1.1A)	motor	$264.51
Programmable EC Motor (1/5 HP, 3.2A)	motor	$575.94
Q-Sync Motors (1/15 HP), replacing standard motor	motor	$325.08
Q-Sync Motors (1/15 HP), replacing EC motor	motor	$325.08
Q-Sync Motors (1/47 HP), replacing standard motor	motor	$264.51
Q-Sync Motors (1/47 HP), replacing EC motor	motor	$264.51
Retrofit Doors on Open Cases	linear foot	$377.00
Horizontal Case Lighting (T8 LEDs)	lamp	$29.00
Other T8 Lighting Upgrades to T8 LEDs	lamp	$29.00

TASK ORDER No.: ESG-NCPA-LODI02

Date: 8/3/2020

Project Description: Efficiency Services Group "Keep Your Cool" Commercial Refrigeration Direct Install Program

Sponsor: Northern California Power Agency (NCPA or Agency)

Participating NCPA Member: City of Lodi

Consultant: Efficiency Services Group, LLC (ESG)

Consultant, SCPPA, NCPA, and Participating NCPA Member ("Participating Member") identified above, agree that Consultant shall provide the Services specified herein pursuant to the terms and conditions of the Goods and Services Agreement Between Southern California Public Power Authority And Efficiency Services Group, LLC ("Agreement") dated July 19, 2018, except as specifically modified herein.

SCPPA and NCPA executed a Shared Services Agreement effective August 1, 2015, authorizing among other things, the purchase or acquisition of goods and services by each Party or a Party's Members where provision has been provided in contracts for the other Party and its Members to avail themselves of goods and services offered under the contract or where either Party's bidder or Consultant is willing to extend prices to the other Party and its Members.

Scope of Services

Consultant will provide its "Keep Your Cool" Commercial Refrigeration Direct Install Program, as designed to meet the goals and objectives of the City of Lodi and Lodi Electric Utility to help commercial business owners save a significant amount of energy. The Program includes Customer Recruitment, Site Audit Report, Project Logistics, Retrofit Installations, Quality Assurance/Quality Control, Program Metrics, and Measures, Budget Tracking and Invoicing, Contractor Management, and related Tasks, as specifically outlined in ESG's proposal for Lodi Electric Utility, a copy of which is attached hereto as Exhibit "A". The services shall be provided during FY 2021 based on Purchase Orders issued by NCPA to ESG.

Compensation and Schedule

The total cost for the requested Services under this Task Order shall not exceed $50,000, which shall include all fees, costs, and expenses, in accordance with Consultant's pricing included in Exhibit "A." This dollar amount is not a guarantee that the full amount will be paid to Consultant, but is merely a limit of potential expenditures under this Task Order.

The services shall be performed during the period including July 1, 2020 through June 30, 2021, as requested by Sponsor on behalf of its Participating NCPA Member. Sponsor shall issue a Purchase Order to Consultant for the requested Services.

Changes/Amendments to Agreement

In accordance with Section 4 of the Agreement, entitled "Changes/Amendments," the Agreement between SCPPA and ESG is hereby amended and/or restated for purposes of this Task Order only as follows:

a. The following WHEREAS clause is added to the Agreement:

WHEREAS, in addition to the SCPPA members, the Northern California Power Agency ("NCPA") and its member agencies, from time to time, have a similar need for services, and where NCPA and its member agencies participate in this Agreement the term Member shall apply to each in the same manner as it applies to any SCPPA member; and

b. The definition of "Participating Member" set forth in Section 1, entitled "Services to be Provided", is amended as follows: A Member, or NCPA or a NCPA member agency, who participates in any Task Order shall be referred herein as the "Participating Member."

c. Section 5 of the Agreement, entitled "Payment," is hereby amended and restated for purposes of this Task Order only to read in full as follows:

5. **Payment:** NCPA shall pay Consultant directly for Services provided to the City of Lodi/Lodi Electric Utility under this Task Order in accordance with the terms and payment schedule contained in the applicable Task Order. Consultant shall submit invoices not more often than once a month during the term of this Task Order based on the cost for services performed and reimburseable expenses incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- Work performed;
- The Purchase Order number authorizing the Work;
- At NCPA's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense, with supporting documentation to Agency's reasonable satisfaction; and
- At NCPA's option, the total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing work hereunder.

Invoices shall be sent to:
Northern California Power Agency
651 Commerce Drive
Roseville, California 95678
Attn: Accounts Payable
AcctsPayable@ncpa.com

NCPA shall make payments to Consultant, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. NCPA shall have sixty (60) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

d. Section 18, entitled "Department of Industrial Relations and Prevailing Wage Rates," is hereby added to the Agreement, as follows:

18. Department of Industrial Relations and Prevailing Wage Rates

(a) Monitoring by DIR. The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(b) Registration with DIR. During the term of this Agreement, Consultant warrants that it and its subcontractors are registered with the Department of Industrial Relations and qualified to perform Work consistent with Labor Code section 1725.5.

(c) Prevailing Wage Rates. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed; the Agency has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project; and copies of the prevailing rate of per diem wages are on file at the Agency and will be made available on request. Throughout the performance of the Work, Consultant must comply with all applicable laws and regulations that apply to wages earned in performance of the Work. Consultant assumes all responsibility for such payments and shall defend, indemnify and hold the Parties harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto.

Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding Bodies, copies of the applicable determination of the Director can be found on the web at: http://www.dir.ca.gov/DLSR/PWD/ and may be reviewed at any time.

Consultant shall provide a certified copy of its payroll, on forms to be determined by the Agency and consistent with the Labor Code, within ten (10) days of the Consultant's receipt of Agency's written request therefor. Consultant's failure to timely comply with this provision may subject the Consultant to penalties pursuant to state law.

Consultant shall comply with applicable law, including Labor Code Sections 1774 and 1775. In accordance with Section 1775, Consultant shall forfeit as a penalty to Agency $200.00 for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for such work or craft in which such worker is employed for any Work done under the Agreement by Consultant or by any subcontractor under Consultant in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 *et*

seq. In addition to the penalty and pursuant to Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.

Representatives of Sponsor and Participating Members

Sponsor Representative

Randy S. Howard, General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678
Telephone: 916-781-3636

Linda Stone, Support Services Program Coordinator
Linda.stone@ncpa.com
Telephone: 916-781-4248

Participating Member Representatives:

Astrida Trupovnieks
City of Lodi
atrupovnieks@lodi.gov

Prior Amendment(s) to the Agreement

None.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have signed this Task Order effective as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content:

_____
RICHARD J. MORILLO
General Counsel

and

EFFICIENCY SERVICES GROUP, LLC

By: _____
MARK GOSVENER
Chief Operational Officer

Sponsor's Acknowledgement and Agreement

By signing this Task Order, Sponsor agrees that it is responsible for payment to Consultant for all fees and expenses invoiced by Consultant in accordance with Section 5, above, and will be responsible for all payment obligations incurred in connection with the work performed at the direction of or on behalf of Participating NCPA Member. Sponsor agrees to indemnify, defend, and hold SCPPA and all SCPPA members harmless for payment for work performed at the direction of, and for the exclusive benefit of Participating NCPA Member.

NORTHERN CALIFORNIA POWER AGENCY

By: _____
RANDY S. HOWARD
General Manager

Approved as to form:

_____
Jane E. Luckhardt, NCPA General Counsel

Participating Member's Acknowledgement and Agreement

By signing this Task Order, Participating Member agrees to indemnify, defend and hold SCPPA and all SCPPA Members harmless for payment for work performed at the direction of, and for its exclusive benefit. Participating Member further agrees to indemnify, defend and hold harmless SCPPA, all SCPPA members and their respective directors, officers, agents, representatives, employees, successors and assigns from and against any and all losses, injuries, costs and expenses, damages, liens, claims, or liabilities, including reasonable attorneys' fees incurred by SCPPA in connection with the work performed for the benefit of, or on behalf of, Participant pursuant to the Agreement.

CITY OF LODI

_____

Stephen Schwabauer, City Manager

And

_____

Janice D. Magdich, City Attorney

jdm

Attest:

By: _____

Jennifer Cusmir, City Clerk

EFFICIENCY SERVICES
Group

5605 NE Elam Young Parkway
Hillsboro, OR 97124
(888) 883-9879 Toll-Free
(503) 718-3733 Phone
(503) 344-6942 Fax

KEEP YOUR COOL PROGRAM
SCOPE OF WORK

The goal of the Keep Your Cool Commercial Refrigeration (KYC) Program is to help commercial business owners save a significant amount of energy through the installation of targeted, best practice measures that are low-risk and high return. Combined with additional benefits such as job creation/retention, increased awareness of energy efficiency in the commercial market sector, and driving sustainability through equipment upgrades, the program is well positioned to meet the goals of the Lodi Electric Utility (LEU).

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All materials installed under this Agreement are new and sourced from the best-known suppliers. ESG will provide data sheets for all products installed in the KYC Program upon request.

A key component to validating energy savings and customer satisfaction is performing Quality Control (QC) verifications. One hundred percent of the projects that are completed under this Agreement will receive a post-installation site visit. These QC post-installation visits are not intended to replace work performed by official EM&V, which LEU may choose to perform at a later time. Instead, these QC site visits are intended to provide a high level of confidence and assurance in the accuracy of reported measures, savings and customer satisfaction.

During the QC field visits, ESG staff will verify the following:

- All measures reported and invoiced by the installer are accounted for in the building and that the measures are installed and working properly.
- In the event a discrepancy or improper installation is identified, ESG will follow up with the installing contractor and ensure the work is rectified.
- ESG will interview the customer and reinforce to the customer that LEU is providing this program to help manage their energy costs and wants to assure that the customer's participation and experience in the program was a positive one.
- If the customer indicates dissatisfaction with any aspect of the program, ESG will report it to the installing contractor and ensure that any issues are addressed to the customer's satisfaction.

Program Metrics

The measures installed, date of installation, and estimated energy savings and demand reduction will be tracked on an ongoing basis during this Agreement. Monthly reports will be prepared for LEU and will detail the activity for the month and for the total program-to-date in their service territory. A separate report will be prepared for LEU's fiscal year which will include all the data required to report the retrofit projects and savings in the E3 reporting tool.

Measures

Measures in this program fall into three categories; measures that reduce air leakage from cooled spaces, higher efficiency equipment and equipment controls. Specification sheets for any products installed through this program are available upon request. The measures in the following table are included in the program.

Pricing

Measure	Cost Unit	Price Per w/QC Inspections
ASH Controller: Coolers	door	$216.96
ASH Controller: Freezers	door	$338.11
Auto Door Closer: Reach-In	closer	$167.91
Auto Door Closer: Walk-In	closer	$220.91
Door Gasket	linear foot	$11.50
Strip Curtain: Walk-in	square foot	$13.90
ECM Motor Controller	controller	$1,316.42
LED Canopy Light	fixture	$820.00
LED Case Light	fixture	$290.81
Programmable EC Motor (3/4 HP, 5.6A)	motor	$712.25
Programmable EC Motor (1/2 HP, 4.0A)	motor	$681.96
Programmable EC Motor (1/3 HP, 2.6A)	motor	$586.55
Programmable EC Motor (1/15 HP, 1.8A)	motor	$325.08
Programmable EC Motor (1/47 HP, 1.1A)	motor	$264.51
Programmable EC Motor (1/5 HP, 3.2A)	motor	$575.94
Q-Sync Motors (1/15 HP), replacing standard motor	motor	$325.08
Q-Sync Motors (1/15 HP), replacing EC motor	motor	$325.08
Q-Sync Motors (1/47 HP), replacing standard motor	motor	$264.51
Q-Sync Motors (1/47 HP), replacing EC motor	motor	$264.51
Retrofit Doors on Open Cases	linear foot	$377.00
Horizontal Case Lighting (T8 LEDs)	lamp	$29.00
Other T8 Lighting Upgrades to T8 LEDs	lamp	$29.00

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE MEMBER TASK
REQUEST CONFIRMATION 0184 TO SHARED SERVICES PROGRAM
AGREEMENT BETWEEN NORTHERN CALIFORNIA POWER AGENCY (NCPA)
AND SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY (SCPPA) TO
ADMINISTER KEEP YOUR COOL COMMERCIAL REFRIGERATION PROGRAM;
PROVIDE SUPPORT SERVICES; AND INSTALL ENERGY EFFICIENCY MEASURES
TO COMMERCIAL REFRIGERATION CUSTOMERS OF LODI ELECTRIC UTILITY
($52,170)

==========

WHEREAS, the Lodi Electric Utility (LEU) seeks to continue its energy efficiency program to commercial customers by implementing a turnkey direct install program of refrigeration equipment upgrades; and

WHEREAS, Resolution No. 2016-162 authorizes member utilities of the Northern California Power Agency (NCPA) to participate in the Shared Services Program Agreement to joint–purchase products and services relating to the operation of a publicly-owned electric utility with pre-approved vendors and contracts; and

WHEREAS, the Member Task Request Confirmation is to acquire a shared services agreement with NCPA and Southern California Public Power Authority (SCPPA) to obtain energy efficiency services from the Efficiency Services Group and subcontractor Redwood Energy Services for the development and implementation of a turnkey commercial refrigeration equipment upgrade program for LEU in an amount not-to-exceed $52,170, including NCPA administrative costs of $2,170.

NOW, THEREFORE, BE IT RESOLVED, the Lodi City Council does hereby authorize the City Manager to execute Member Task Request Confirmation 0184 pursuant to the Shared Services Program Agreement between NCPA and SCPPA to administer the Keep Your Cool Commercial Refrigeration Program; provide support services; and install energy efficiency measures to commercial refrigeration customers of LEU in an amount not-to-exceed $52,170; and

WHEREAS, pursuant to Section 6.3q of the City Council Protocol Manual (Resolution No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced documents(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: August 19, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 19, 2020 by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM C-15

CITY OF LODI
COUNCIL COMMUNICATION
™

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Extend Temporarily Modified Customer Assistance & Relief Energy (CARE) Package Program Term to June 30, 2021 and to Execute Second Amendments to Term of the Professional Services Agreements with Efficiency Services Group, LLC, the Salvation Army, and Community Partnership for Families of San Joaquin

MEETING DATE: August 19, 2020

PREPARED BY: Business Development Manager

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to extend the temporarily modified Customer Assistance & Relief Energy (CARE) Package Program term to June 30, 2021 and to execute Second Amendments to Term of the Professional Services Agreements with Efficiency Services Group, LLC, the Salvation Army, and Community Partnership for Families of San Joaquin.

BACKGROUND INFORMATION: Resolution No. 2020-121 approved by City Council on July 17, 2020 temporarily modified eligibility requirements to make additional emergency electric payment assistance available to Lodi Electric Utility customers to August 31, 2020 during COVID-19 mitigation. The modified program has been advertised a number of ways including bus advertising, print media, and direct contact with the LOEL Senior Center, Meals on Wheels, senior apartment communities, and local churches. The modified program is also advertised on the City of Lodi website. Despite this advertising and the ongoing needs customers have to mitigate the adverse financial impacts of COVID, participation in the CARE Program has been much lower than anticipated.

For the reasons set forth above, staff recommends extending the modified program until June 30, 2021. This additional time will allow staff to gain feedback from third party administrators, develop ideas, and implement different public information strategies to reach more customers.

Adopting this resolution will provide the authorizations needed to continue the goals and objectives of City Council as reflected in Resolution No. 2020-121 concerning the temporarily modified CARE Program.

FISCAL IMPACT: The additional assistance, including third party administrative costs was capped at $351,000 per Resolution 2020-121 and funds were appropriated in Fiscal Year 2019/20. Unused funds were authorized to roll and be available in Fiscal Year 2020/21 per Resolution 2020-121.

FUNDING AVAILABLE: Public Benefits Fund Account No. 50465300.72450 and 50465300.72921.

APPROVED: _____
Stephen Schwabauer, City Manager

Andrew Keys

Andrew Keys
Deputy City Manager/Internal Services Director

Astrida Trupovnieks
Business Development Manager

AMENDMENT NO. 2

EFFICIENCY SERVICES GROUP
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this ____ day of _____, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and EFFICIENCY SERVICES GROUP, LLC, a Oregon limited liability company (hereinafter "CONTRACTOR").

W I T N E S S E T H:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on June 13, 2019, (the "Agreement"), attached hereto as Exhibit 1 and made a part hereof; and

2. WHEREAS, Contractor was retained by the City to provide 1) energy efficiency program design, 2) residential, commercial and industrial program administration and field services, 3) residential direct install and snapshot audit program, and 4) marketing support; and

3. WHEREAS, on June 3, 2020, CONTRACTOR and CITY amended the Agreement to expand the Contractor's scope of services, to serve as a third-party administrator of the Customer Assistance & Relief Energy (CARE) Package program, the Amendment is attached hereto as Exhibit 2 and made a part hereof; and

4. WHEREAS, the CARE program will be extended through June 30, 2021; and

5. WHEREAS, by approval of Resolution No. 2020-121, Lodi City Council has authorized the City Manager to increase CARE Program third-party administrator contract limits by an indefinite amount each, however, collectively, not-to-exceed $102,000.

NOW, THEREFORE, the parties agree to amend the Agreement to extend the term of the Agreement to and including June 30, 2021.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 on the date and year first above written.

CITY OF LODI, a municipal corporation

_____
STEPHEN SCHWABAUER
City Manager

Attest:

_____
JENNIFER CUSMIR
City Clerk

EFFICIENCY SERVICES GROUP, LLC.,
an Oregon limited liability company

_____
MARK GOSVENER
Chief Operating Officer

Approved as to Form:

_____
JANICE D. MAGDICH
City Attorney

EXHIBIT 2

AMENDMENT NO. 1

EFFICIENCY SERVICES GROUP
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this 26th day of June, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and EFFICIENCY SERVICES GROUP, LLC, a Oregon limited liability company (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on June 13, 2019, (the "Agreement"), attached hereto as Exhibit 1 and made a part hereof; and

2. WHEREAS, Contractor was retained by the City to provide 1) energy efficiency program design, 2) residential, commercial and industrial program administration and field services, 3) residential direct install and snapshot audit program, and 4) marketing support; and

3. WHEREAS, CONTRACTOR and CITY now desire to amend the Agreement to add to the Contractor's scope of services to serve as a third-party administrator of the Customer Assistance & Relief Energy (CARE) Package program effective immediately upon City Council approval through August 31, 2020; and

4. WHEREAS, CITY requires these additional services to assist in the application process under the amended CARE assistance program in anticipation of a significant number of applications; and

5. WHEREAS, CONTRACTOR has developed an electronic application process and agrees to provide application processing services in accordance with the program requirements which have been provided to the CONTRACTOR for a fee of $45 per application; and

6. WHEREAS, the CITY desires to amend the contract amount with CONTRACTOR by $45 per application which may extend beyond the August 31, 2020 temporary program termination date to allow CONTRACTOR sufficient time for reporting and invoicing to the CITY; and

7. WHEREAS, by approval of Resolution No. 2020-121, Lodi City Council has authorized the City Manager to increase CARE Program third-party administrator contract limits by an indefinite amount each, however, collectively, not-to-exceed $102,000 for applications processed effective immediately upon approval of Resolution No. 2020-121 by City Council until August 31, 2020.

NOW, THEREFORE, the parties agree to amend the Agreement's scope of services to provide temporary application processing services related to the extension of the CARE Program at a compensation rate of $45 per application, and increase the contract limit by an indefinite amount for each third-party administrator, however, collectively, not-to-exceed $102,000 for applications processed effective immediately upon approval of Resolution No. 2020-121 by City Council until August 31, 2020.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation

STEPHEN SCHWABAUER
City Manager

EFFICIENCY SERVICES GROUP, LLC. an Oregon limited liability company

MARK GOSVENER
Chief Operating Officer

Attest:

PAMELA M. FARRIS
City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney

EXHIBIT 1

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on June 13, 2019, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Efficiency Services Group, LLC a Oregon limited liability company (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for 1) energy efficiency program design, 2) residential, commercial and industrial program administration and field services, 3) residential direct install and snapshot audit program, and 4) marketing support (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on July 1, 2019 and terminates upon the completion of the Scope of Services or on June 30, 2021, whichever occurs first.

Section 2.7 **Option to Extend Term of Agreement**

At its option, City may extend the terms of this Agreement for an additional one (1) one (1)-year extension; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed three (3) years.

ARTICLE 3
COMPENSATION

Section 3.1 **Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 **Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 **Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 **Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at

its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 **No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 **Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 **Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 **Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 **Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn: Astrida Trupovnieks, Business Development Manager

To CONTRACTOR: Efficiency Services Group, LLC
5606 NE Elam Young Parkway
Hillsboro, OR 97124
Attn: Mark Gosvener, Chief Operating Officer

Section 4.9 **Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 **CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 **Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 **Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or

"Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 **Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 **City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 **Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 **Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 **Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 **Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 **Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 **Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 **Federal Transit Funding Conditions**

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER M. FERRAIOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

APPROVED AS TO FORM:
JANICE D. MAGDICH, City Attorney

By: _____

EFFICIENCY SERVICES GROUP, LLC
a Oregon limited liability company

By: _____
Name: Mark Gosvener
Title: Chief Operating Officer

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements
Exhibit D – Federal Transit Funding Conditions (If applicable)

Funding Source: **50465100.72920**
(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015

EFFICIENCY SERVICES Group

EXHIBIT A
SCOPE OF WORK

This Scope of Work (SOW) includes the following programs:

- **New Energy Program Design**
- **Residential, Commercial and Industrial Program Administration and Field Services**
- **Residential Direct Install and Snapshot Audit Program**
- **Marketing Support**

Term
The term for this SOW is July 1, 2019 through June 30, 2021, with a one-year option for renewal.

Annual Budget
The budget for programs and services under this SOW for the two-year term is not to exceed $458,600. LEU may allocate the budget across any or all programs and services listed in this SOW. This provides LEU with the flexibility to prioritize programs and services across customer market sectors as information is gained and as conditions may change, ensure that programs and services are available to all customers, including hard-to-reach customers, and achieve AB2021 State energy efficiency goals.

Energy Programs Administration

Efficiency Services group has operated as LEU's Energy Efficiency (EE) Public Benefit Fund Program administrator since 2014. During that time, the program has delivered $2.8 million in rebates to 1,108 residential customers and 134 businesses in Lodi. The program has provided over 14 million kilowatt hours of energy savings. That is enough to power over two thousand homes in California for a year. In addition to continuing to provide EE program administration, ESG will develop, implement and administer an Electric Vehicle Program that will be funded in part by the State's Low Carbon Fuel Standards (LCFS) program and greenhouse gas funding.

Initial EV Program Design and Setup (New and One-Time Only)
ESG will perform the following one-time services:

- Review potential program offerings with LEU to determine goals and objectives of the EV program
- Determine which measures will qualify for the program; i.e. EVs, residential and work place chargers, dedicated EV meters, etc.
- Establish program specifications and requirements
- Add program measures and details to ESG's database
- Create rebate application forms
- Meet with LEU and the City building department staff to establish efficient program protocols
- Reach out to local car dealerships and local contractors to inform them about the program incentives and rebate application processes
- Develop/identify program marketing materials to include program brochure, links to industry resources and content for social media and utility website

Office Support (Ongoing)

- Maintain program hotline to address customer/contractor inquiries regarding Lodi's EE and E V programs; the hotline will be staffed 8:00 am – 5:00 pm, Monday through Friday (except for major holidays)
- Manage residential, commercial and industrial EE and EV rebate programs, including review of all customer/contractor rebate applications and project documentation to ensure compliance with LEU program specifications and requirements
- Enter all customer rebates and project details into database
- Provide Lodi with monthly activity reports which include:
  - Program Summary and Number of Customers (current month, YTD, Program to Date)
  - Measure Summary (current month)
  - Customer/Measure Detail (current month)
  - Customer Rebates (current month)
- Maintain all customer/contractor applications and required project documentation for EM&V and other compliance requirements in accordance with City policy. Data will be kept electronically.

Field Support (Ongoing)

- Provide all aspects of field support (audits/inspections) required to ensure LEUs energy programs are in compliance with requirements
- Provide basic technical guidance and assistance to customers and contractors participating in LEU's programs
- Maintain all field records and required project documentation in accordance with City policy. Data will be kept electronically.
- Conduct on-site energy evaluation assistance (if needed) for LEU's larger customers to help determine potential energy efficiency projects and eligibility for participation in LEU's rebate programs
- Perform residential customer site visits within Lodi service territory as requested to address the specific needs of customers regarding the management of their energy use. This may include customer inquiries regarding unusually high energy use and evaluations for potential participation in Lodi's energy programs.

Requests for field visits will be scheduled in a way that provides timely response to customer/contractor requests, while maximizing the use of the Field Specialist's time. A Field Specialist will be available each month. Field support will be performed by knowledgeable, experienced Field Specialists. The City reserves the right to modify this practice based upon customer response and ease of administration. Any modification will be communicated in writing from the City to ESG.

Reporting

ESG will complete and submit annual EE reports in compliance with SB1037 requirements on behalf of LEU. ESG will complete quarterly reports for the California Air Resources Board (CARB) Low Carbon Fuel Standard (LCFS) program. ESG can assist with other reporting as requested.

Third-Party Contractor Oversight

If LEU contracts with another entity to provide energy efficiency services in the City, ESG will provide oversight of the contractors, including:

- Review of contractor's deliverables/responsibilities
- Review of contractor's project documentation/reports submitted to LEU to ensure that work is complete, accurate and compliant with program requirements
- Coordinate with contractors and LEU's PB manager to resolve any questions or issues that arise

Coordination with LEU

ESG's Program Manager will meet monthly with LEU's PB Manager to report on program activity and address any questions or issues, as well as discuss future program developments.

Budget and Goal Tracking
ESG will track and report PB expenditures to LEU in order to assure that sector budgets are not exceeded, as well as track and report energy savings acquired and progress towards LEU's AB2021 goals.

NCPA Representation
ESG has been regularly attending NCPA Demand Management Work Group meetings on behalf of our NCPA client utilities for over ten years. ESG staff, NCPA staff and other NCPA members are well known to each other. ESG will represent Lodi at the monthly NCPA Work Group meetings, as well as respond to inquiries from NCPA regarding Lodi's EE and Renewable programs.

Data Management
ESG maintains a database that is used to process rebates as well as report EE and Renewable program activity for all our client utilities. LEU can opt to use ESG's database at no additional charge. ESG's database functions very well in capturing, managing and reporting program activity in order to respond to CEC and utility budgeting/reporting needs.

Legislative Requirements
ESG stays current on existing and proposed legislation regarding PB funding, energy efficiency, and renewable programs in order to assure that LEU remains in compliance with requirements. ESG also stays current on the CEC's reporting requirements, as well as any changes to reporting tools. ESG will provide LEU with all data and draft narratives required to meet legislative/CEC reporting requirements for EE and Electrification programs.

Energy Engineering Services
If ESG or the City deem it necessary to use technical specialists (engineering staff) for large commercial or industrial customers, fees for these services will be in addition to the standard fees listed above. ESG will obtain the City's written approval prior to work beginning and the associated fees will be billed separately from the standard fees on ESG's monthly invoice.

ESG Office Locations
ESG is headquartered in Hillsboro, Oregon, and maintains a California satellite office in San Francisco. ESG staff maintain a presence in LEU's service area that allows them to address customer needs in a timely manner.

Implementation Timeline
ESG can continue delivery of these program services immediately upon execution of an Agreement with LEU.

Pricing
Electric Vehicle Initial Program Design and Setup (One-Time Only) - ESG will bill a one-time program start-up fee of $5,000 for the services listed under this section of this SOW.

Monthly fee for Energy Program Administration is $7,525. This includes up to three days per month in Lodi by an ESG Field Specialist providing auditing, inspecting and high bill inquiry support services. Travel expenses are separate, and described below. If the City requests ESG's presence in the City's service territory, or if ESG's Field Specialist is required for more than three days per month, ESG will bill $800 per additional day spent in the field. Travel/field expenses for NCPA Work Group attendance and field services in Lodi will be invoiced in addition to the Program Administration fee, will not be marked up, and will not exceed $750 per month. The estimated annual budget allocation for program administration and field services is $90,300 for year one and $90,300 for year two. The estimated one-time budget allocation for new program design is $5,000.

Residential Snapshot Auditing and Direct Install

ESG has provided the Residential Snapshot Audit and Direct Install for LEU since 2015. To date, the program has served 956 LEU customers. This program is proactive and cost-effectively serves many customers in a short period of time. It also is a great resource for renters and customers with fixed or limited income who are unable to participate in the standard rebate program due to financial restraints or the inability to make permanent changes to a rental property. ESG will work with Lodi to determine how this program can best meet the needs of Lodi by providing instant energy and water savings and a positive experience for residential customers.

ESG will provide the following services:

- Coordinate with Lodi to sign customers up for the program
- Direct installation of selected measures in eligible home
- Field collection of customer and site data
- Email snapshot audit report to Lodi
- Deliver marketing, educational, and customer relations collateral to explain benefits and applications of installed measures, promote other utility programs, and strengthen relationships with customers; development of new collateral materials to be at additional cost, with prior approval by Lodi
- Supply all product, materials and labor associated with the installation of measures
- Warranty fulfillment for all products installed for a period of two years
- Report customer, site and measure installation to Lodi in a flexible format (CSV), including summary reports of snapshot audit findings
- Complete program administration, including customer hotline, invoicing, reporting, inventory management and compliance

Lodi will be asked to provide the following:

- Coordinate with ESG to sign customers up for the program
- Review and approval of marketing and customer relation materials
- Provide a utility-endorsed letter on Lodi letterhead explaining the program that ESG's Energy Efficiency Advisors (EEAs) can present to customers when visiting their homes
- Provide vehicle magnets with Lodi logo so EEAs are clearly identified with the Lodi DI and Snapshot Audit Program
- Provide identification badges issued by the City of Lodi
- Provide shirts for Field Technician with LEU logo

Customer Eligibility
The program will be open to all Lodi residential customers. Lodi Customer Service Representatives can refer customers to the program. Customers may also email or call to sign up for the program, or ESG may approach customers directly. ESG will coordinate with Lodi to finalize a strategy to approach customers and generate sign-ups for the program.

Electronic Data Collection
EEAs utilize a tablet application to electronically capture all snapshot audit and direct install data in the field. The application is a data management system that is linked to a web-based database. The system creates a PDF report of each customer served and emails a copy of the report to Lodi and ESG. All data is uploaded to an online database which allows ESG to prepare activity reports, provide Lodi with aggregate and detailed snapshot audit data, invoicing, and inventory management.

Direct Install Measures (DIMs)
ESG will work with Lodi to finalize the DIMs and quantities to be offered to residential customers through this program. ESG recommends including the following DIMs:

- Screw-In LEDs
- High Performance Showerheads
- Faucet Aerators (1 gpm Bath and 1.5 gpm Kitchen Swivel)
- Thermostatic Shower Valves
- Advanced Infrared Smart Power Strips
- Personal Computer Power Strip

ESG will make product recommendations to Lodi based on field installation experience and customer satisfaction feedback. In addition to the DIMs, EEAs take the opportunity while in the customer home to promote Lodi Electric Utility's energy efficiency rebate programs as well as other related programs that could benefit the customer.

Residential Snapshot Audits
While in the customer home installing DIMs, ESG will acquire the following customer demographic and site/equipment data:

- Customer name and contact information
- Water heater fuel type and size
- Own/rent
- Year built
- Approximate square footage
- Foundation type
- House type
- Primary space heat fuel type
- Primary HVAC system type
- Secondary space heat fuel type
- Secondary HVAC system type
- Central A/C (Yes/No)
- Central A/C tons
- A/C last serviced
- Window type
- Attic insulation
- Wall insulation
- Floor/Crawl insulation
- Duct type
- Duct insulation
- Appliance inventory
    - Clothes dryer fuel
    - Clothes washer type
    - Dishwasher age
    - Evaporative Cooler
    - Refrigerator quantity and age
    - Freezer quantity and age
    - Range/Oven type
    - Television quantity and type (HD/analog)
    - Window A/C units
    - Well pumps

    - Pool pumps
    - Spa
    - Computers
- Customer Comfort (satisfied, not satisfied)
- EEA/customer comments

Field Manual
ESG will coordinate with Lodi to develop a field manual that establishes acceptable DIM installation standards, as well as snapshot audit data collection protocols.

Reportable Energy Savings
Energy savings for the DIMs will be provided in ESG's monthly EE reports.

Pricing
The fees for the DI Program are on a per-measure-installed basis. Prices include all labor, materials and expenses associated with installation of the products and delivery of services. Fees for direct installed measures and snapshot audits are shown in the following table. Additional measures can be added to the program with prior approval. The estimated annual allocation for DI is $125,000 for year one and $120,000 for year two.

Measure	Cost Unit	Fee per Cost Unit
Home Snapshot Audit	Audit	$40.00
Screw-In LEDs	Lamp	$18.00
Standard Showerhead	Showerhead	$20.00
Handheld Showerhead	Showerhead	$30.00
Thermostatic Shower Valve	Valve	$40.00
Faucet Aerator	Aerator	$ 5.00
Advanced Smart Power Strips	Power Strip	$90.00
Personal Computer Power Strip	Power Strip	$90.00

Marketing Support

ESG will provide program marketing materials such as flyers, bill inserts, program catalogs, social media content, newsletters and other materials as requested to support and promote LEU's new Electric Vehicle program and LEU's energy efficiency programs. Pricing will be provided on a project-by-project basis upon request. The estimated two-year budget for marketing support is $10,000.

Other Pricing Considerations

Taxes and Other Charges

Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between ESG and the City shall be invoiced by ESG in addition to the price quoted in this SOW. In the event ESG is required to pay any such tax, fee or charge, the City shall reimburse ESG therefore or, in lieu of such payment, the City shall provide ESG at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

ESG reserves the right to modify rates due to the imposition of any new taxes imposed by state, county or local entities.

Exhibit B

Compensation

Total compensation for the two-year term will not exceed $458,600. The estimated breakdown per the scope of work is shown below.

A. Residential, Commercial and Industrial Program Administration and Field Services:

- Intake and maintenance of program customer service inquiries
- Intake and maintenance of residential, commercial and industrial EE and EV (new) rebate program
- Database management
- Provision of monthly activity reports
- Maintain program/project information for Energy Efficiency Measurement and Validation (EMV)
- Provide all components of residential and commercial visits, technical guidance, and field support (audits/inspections)
- Compliance reporting (SB 1037, California Air Resources Board (CARB) and Low Carbon Fuel Standard (LCFS)
- Third-party contractor oversight
- Budget and goal tracking
- Legislative and regulatory updates and reporting
- NCPA representation

Estimated compensation for the two-year contract term is $180,600.

Expenses

Travel expenses associated with delivering the services shown in Exhibit B, Section A are not included in the not-to-exceed budget of $180,600. Travel expenses are invoiced in addition to the budget shown in Exhibit B, Section A, and will not exceed $750 per month or $18,000 for the term of the contract. Travel expenses will not be marked up.

B. Electric Vehicle (EV) Program Design (one time):

- Identify, analyze, and recommend Lodi Electric EV alternatives for implementation
- Establish specifications, administrative requirements, implementation requirements
- Create application forms
- Develop EV program marketing materials
- Perform information outreach to local car dealerships and others

Compensation for this one-time service is $5,000.

C. Residential Snapshot and Direct Install (DI) Measures

- Direct installation of energy efficiency measures into homes
- Perform energy efficiency audit in homes
- Distribute informational materials and promote EU programs
- Warranty fulfillment of measures
- Database management of measures, customers, and energy savings
- Complete program administration
- Coordinate activities with LEU staff; provide customer service
- Pricing of DI measures is given in the statement of work

Estimated compensation for the two-year contract term is $245,000.

D. Marketing Support

- Identify, design and recommend energy efficiency program flyers, program catalogs, social media content, fact sheets for informational and promotional purposes for ongoing and the new EV program

Estimated compensation for the two-year contract term is $10,000.

EXHIBIT C

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

Insurance Requirements for Most Contracts
(Not construction or requiring professional liability)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

Other Insurance Provisions:

(a) Additional Named Insured Status
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used

(b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

(d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.

(e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

(f) Continuity of Coverage

All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

(g) Failure to Comply

If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(h) Verification of Coverage

Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**

(i) Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

(j) Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

(k) Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors

(l) Qualified Insurer(s)

All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

AMENDMENT NO. 2

THE SALVATION ARMY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this ____ day of _____, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and THE SALVATION ARMY, a California Domestic Non-Profit, (hereinafter "CONTRACTOR").

W I T N E S S E T H:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on June 13, 2019, (the "Agreement"), attached hereto as Exhibit 1 and made a part hereof; and

2. WHEREAS, Contractor was retained by the City to provide application administration services for the Lodi Electric utility's Customer Assistance & Relief (CARE) Package program; and

3. WHEREAS, on June 3, 2020, CONTRACTOR and CITY amended the Agreement to expand the Contractor's scope of services, to serve as a third-party administrator of the Customer Assistance & Relief Energy (CARE) Package program, the Amendment is attached hereto as Exhibit 2 and made a part hereof; and

4. WHEREAS, the CARE program will be extended through June 30, 2021; and

5. WHEREAS, by approval of Resolution No. 2020-121, Lodi City Council has authorized the City Manager to increase CARE Program third-party administrator contract limits by an indefinite amount each, however, collectively, not-to-exceed $102,000.

NOW, THEREFORE, the parties agree to amend the Agreement to extend the term of the Agreement to and including June 30, 2021.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 on the date and year first above written.

CITY OF LODI, a municipal corporation

_____
STEPHEN SCHWABAUER
City Manager

Attest:

_____
JENNIFER CUSMIR
City Clerk

THE SALVATION ARMY, a California Domestic Non-Profit

_____
MARK GOSVENER
Chief Operating Officer

Approved as to Form:

_____
JANICE D. MAGDICH
City Attorney

AMENDMENT NO. 1

EXHIBIT 2

THE SALVATION ARMY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this 22nd day of July, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and THE SALVATION ARMY, a California Domestic Non-Profit, (hereinafter "CONTRACTOR").

W I T N E S S E T H:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on August 20, 2019, (the "Agreement"), attached hereto as Exhibit 1 and made a part hereof; and

2. WHEREAS, Contractor was retained by the City to provide application administration services for the Lodi Electric Utility's Customer Assistance & Relief (CARE) Package program; and

3. WHEREAS, CONTRACTOR and CITY now desire to amend the Agreement to increase the contract limit above the current contract amount of $10,000 in anticipation of an increased number of applications to the program during a temporary program expansion of the CARE Program; and

4. WHEREAS, the temporary CARE program expansion will commence effective upon the date of City Council approval through August 31, 2020; and

5. WHEREAS, the CITY desires to amend the contract amount which may extend beyond the August 31, 2020 temporary program termination date to allow CONTRACTOR sufficient time for reporting and invoicing to the CITY; and

6. WHEREAS, by approval of Resolution No. 2020-121, Lodi City Council has authorized the City Manager to increase CARE Program third-party administrator contract limits by an indefinite amount each, however, collectively, not-to-exceed $102,000 for applications processed effective immediately upon approval of Resolution No. 2020-121 by City Council until August 31, 2020.

NOW, THEREFORE, the parties agree to amend the Agreement to increase the contract limit by an indefinite amount for each third-party administrator, however, collectively, not-to-exceed $102,000 for applications processed effective immediately upon approval of Resolution No. 2020-121 by City Council until August 31, 2020.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation

STEPHEN SCHWABAUER
City Manager

THE SALVATION ARMY, a California Domestic Non-Profit

IVAN WILD
Major Divisional Commander

Attest:

Pamela M. Farris

PAMELA M. FARRIS
City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney

EXHIBIT 1

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on Aug 20, 2019, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and The Salvation Army, a California Domestic Non-Profit (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for administration of the Lodi Electric Utility CARE Emergency Energy Assistance Program (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to

weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on July 1, 2019 and terminates upon the completion of the Scope of Services or on June 30, 2021, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 **Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 **Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 **Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 **Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 **Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 **ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 **Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 **No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 **Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 **Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 **Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 **Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn: Astrida Trupovnieks, Business Development Manager

To CONTRACTOR: The Salvation Army
525 W. Lockeford Street
Lodi, CA 95240
Attn: Major Mark Thielenhaus

Section 4.9 **Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 **CONTRACTOR Is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of

the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER M. FERRAIOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

APPROVED AS TO FORM:
JANICE D. MAGDICH, City Attorney

By: _____

The Salvation Army, a California Domestic Non-Profit

By: _____
Name: Ivan Wild
Title: Major Divisional Commander

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements
Exhibit D – Federal Transit Funding Conditions (if applicable)

Funding Source: 50465300.72450 Administration
(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015

EXHIBIT A Scope of Services

City of Lodi Electric Utility CARE Emergency Energy Assistance Program

The Salvation Army will administer the CARE Emergency Energy Assistance Program which includes the following activities:

1. Provide all customer application intake including reviewing electric utility customer eligibility requirements, and approval of a customer's application in this emergency energy assistance program

2. Maintain either a hard copy file or an electronic file with back-up of each electric utility customer who has applied for assistance for three years. This includes applications that have been approved and unapproved. The file must contain copies of the documentation required

3. Provide a year-end electronic spreadsheet of customers who have applied for assistance with name of account holder, account number, service address, approved/unapproved, and amount of assistance by July 30th

4. Take standard, reasonable care to maintain confidentiality of information.

Customer Eligibility Requirements

1. Must meet income guidelines as provided by the LEU. The income guidelines are the same as under the San Joaquin County Low Income Home Energy Assistance Program (LIHEAP). Households with gross household incomes at or below 60% of State Median Income level are eligible.
   2019 Income Guidelines by number of people at 60% of State Median Income (SMI):

1	2	3	4	5	6	7	8	9	10
$2,170.74	$2,838.66	$3,506.58	$4,174.50	$4,842.42	$5,510.34	$5,635.58	$5,760.81	$5,886.05	$6,011.28

2. Electric Utility customer has not received assistance by this program in the past six months;
3. Customer must present (in person) the following documentation to qualify for an assistance payment. This information will be copied and retained in a file for three years.
   - Current City of Lodi utility statement
   - Social Security cards for ALL members of the household, and a driver's license or California ID card of the account holder
   - Proof of current income
   - Current rental agreement of service premises
   - Current City of Lodi customer payment plan agreement
   - Indicate reason why emergency energy assistance payment is needed; provide any documentation reflecting this need
4. The assistance payment is for up to $110 which only pays for the electric utility component of the bill. The customer is required to demonstrate the payment of all other charges (water, wastewater, trash collection) prior to the assistance payment being authorized by the Salvation

Army. The acceptable forms of documentation include current utility bill showing payment, receipt prepared by the City of Lodi showing payment, and/or a copy of the City of Lodi payment plan.

Submission of Application to City and Invoicing

The Salvation Army will electronically convey approved application upon receipt to atrupovnieks@lodi.gov

The assistance will be applied to the bill as soon as practical by the City of Lodi.

Exhibit B Compensation Plan

The Salvation Army will invoice for all administrative work performed at a rate of $45 per customer verification/certification with a cap of $10,000. The invoice will be submitted to Lodi the first day of each month, payable within thirty (30) days of the invoice date.

EXHIBIT C

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limits not less than **$1,000,000** per occurrence or claim, $2,000,000 aggregate. May be waived by Risk Manager depending on the scope of services.

Other Insurance Provisions:

(a) Additional Named Insured Status
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used

(b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

(d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.

(e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

(f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

(g) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(h) Verification of Coverage
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**

(i) Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

(j) Insurance Limits
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

(k) Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors

(l) Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

(m) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Salvation Army

Overall Status: Approved

Info	Contract Number	Project Number	Project Name	Department Name	Project Status
	5860		Business Development	Electric Utility	Approved

General Liability Manual Entry	10/01/2018 — 10/01/2019 Policy: 027712409 Insurer: Willis Insurance Services of California, Inc	Each Occurrence: $2,000,000 Fire Damage (any one fire): Med.exp (any one person): $0 Personal/adv Injury: $2,000,000 General (Aggregate): $4,000,000 Products-comp/op Agg: $4,000,000	$ Approved
Excess Manual Entry	10/01/2018 — 10/01/2019 Policy: RWE5000216-08 Insurer: Willis Insurance Services of California, Inc	Limit: $1,000,000	Approved

Requested Documents — **Approved**

Requirements Notes:

AMENDMENT NO. 2

COMMUNITY PARTNERSHIP FOR FAMILIES OF SAN JOAQUIN
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this ____ day of _____, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and COMMUNITY PARTNERSHIP FOR FAMILIES OF SAN JOAQUIN, a California Charitable Non-Profit, (hereinafter "CONTRACTOR").

W I T N E S S E T H:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on August 20, 2019, (the "Agreement"), attached hereto as Exhibit 1 and made a part hereof; and

2. WHEREAS, Contractor was retained by the City to provide application administration services for the Lodi Electric Utility's Customer Assistance & Relief (CARE) Package program; and

3. WHEREAS, on June 3, 2020, CONTRACTOR and CITY amended the Agreement to expand the Contractor's scope of services, to serve as a third-party administrator of the Customer Assistance & Relief Energy (CARE) Package program, the Amendment is attached hereto as Exhibit 2 and made a part hereof; and

4. WHEREAS, the CARE program will be extended through June 30, 2021; and

5. WHEREAS, by approval of Resolution No. 2020-121, Lodi City Council has authorized the City Manager to increase CARE Program third-party administrator contract limits by an indefinite amount each, however, collectively, not-to-exceed $102,000.

NOW, THEREFORE, the parties agree to amend the Agreement to extend the term of the Agreement to and including June 30, 2021.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 on the date and year first above written.

CITY OF LODI, a municipal corporation

_____
STEPHEN SCHWABAUER
City Manager

Attest:

_____
JENNIFER CUSMIR
City Clerk

COMMUNITY PARTNERSHIP FOR FAMILIES OF SAN JOAQUIN, a California Charitable Non-Profit

_____
MARK GOSVENER
Chief Operating Officer

Approved as to Form:

_____
JANICE D. MAGDICH
City Attorney

AMENDMENT NO. 1

COMMUNITY PARTNERSHIP FOR FAMILIES OF SAN JOAQUIN
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this ____ day of _____, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and COMMUNITY PARTNERSHIP FOR FAMILIES OF SAN JOAQUIN a California Charitable Non-Profit, (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on August 20, 2019, (the "Agreement"), attached hereto as Exhibit 1 and made a part hereof; and

2. WHEREAS, Contractor was retained by the City to provide application administration services for the Lodi Electric Utility's Customer Assistance & Relief (CARE) Package program; and

3. WHEREAS, CONTRACTOR and CITY now desire to amend the Agreement to increase the contract limit above the current contract amount of $10,000 in anticipation of an increased number of applications to the program during a temporary program expansion of the CARE Program; and

4. WHEREAS, the temporary CARE program expansion will commence effective upon the date of City Council approval through August 31, 2020; and

5. WHEREAS, the CITY desires to amend the contract amount which may extend beyond the August 31, 2020 temporary program termination date to allow CONTRACTOR sufficient time for reporting and invoicing to the CITY; and

6. WHEREAS, by approval of Resolution No. 2020-121, Lodi City Council has authorized the City Manager to increase CARE Program third-party administrator contract limits by an indefinite amount each, however, collectively, not-to-exceed $102,000 for applications processed effective immediately upon approval of Resolution No. 2020-121 by City Council until August 31, 2020.

NOW, THEREFORE, the parties agree to amend the Agreement to increase the contract limit by an indefinite amount for each third-party administrator, however, collectively, not-to-exceed $102,000 for applications processed effective immediately upon approval of Resolution No. 2020-121 by City Council until August 31, 2020.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation

STEPHEN SCHWABAUER
City Manager

COMMUNITY PARTNERSHIP FOR FAMILIES OF SAN JOAQUIN, a California Charitable Non-Profit

MEREDITH BAKER 7/30/20
Executive Director

Attest:

PAMELA M. FARRIS Jennifer Cusmir
City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney

EXHIBIT 1

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 **Parties**

THIS AGREEMENT is entered into on Aug 20 2019, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Community Partnership for Families of San Joaquin (hereinafter "CONTRACTOR").

Section 1.2 **Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for the administration of the CARE emergency energy assistance program (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 **Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 **Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall

remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 **Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 **Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 **Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 **Term**

The term of this Agreement commences on July 22, 2019 and terminates upon the completion of the Scope of Services or on June 30, 2021, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 **Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 **Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 **Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 **Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with
this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 **Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 **ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 **Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 **No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 **Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 **Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 **Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 **Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn: Business Development Manager

To CONTRACTOR: Meredith Baker, Executive Director
Community Partnership for Families of San Joaquin
PO Box 1569
Stockton, CA 95201

Section 4.9 **Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 **CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the

services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

JENNIFER M FERRAIOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

APPROVED AS TO FORM:
JANICE D. MAGDICH, City Attorney

By: _____

Community Partnership for Families of San Joaquin, California charitable non-profit corporation

By: _____
Name: Meredith Baker
Title: Executive Director

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements
Exhibit D – Federal Transit Funding Conditions (if applicable)

Funding Source: 50465300-72450
(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015

EXHIBIT A Scope of Services

City of Lodi Electric Utility CARE Emergency Energy Assistance Program

The Community Partnership for Families of San Joaquin will administer the CARE Emergency Energy Assistance Program which includes the following activities:

1. Provide all customer application intake including reviewing electric utility customer eligibility requirements, and approval of a customer's application in this emergency energy assistance program

2. Maintain either a hard copy file or an electronic file with back-up of each electric utility customer who has applied for assistance for three years. This includes applications that have been approved and unapproved. The file must contain copies of the documentation required

3. Provide a year-end electronic spreadsheet of customers who have applied for assistance with name of account holder, account number, service address, approved/unapproved, and amount of assistance by July 30th

4. Take standard, reasonable care to maintain confidentiality of information.

Customer Eligibility Requirements

1. Must meet income guidelines as provided by the LEU. The income guidelines are the same as under the San Joaquin County Low Income Home Energy Assistance Program (LIHEAP). Households with gross household incomes at or below 60% of State Median Income level are eligible.

   2019 Income Guidelines by number of people at 60% of State Median Income (SMI):

1	2	3	4	5	6	7	8	9	10
$2,170.74	$2,838.66	$3,506.58	$4,174.50	$4,842.42	$5,510.34	$5,635.58	$5,760.81	$5,886.05	$6,011.28

2. Electric Utility customer has not received assistance by this program in the past six months;
3. Customer must present (in person) the following documentation to qualify for an assistance payment. This information will be copied and retained in a file for three years.
   - Current City of Lodi utility statement
   - Social Security cards for ALL members of the household, and a driver's license or California ID card of the account holder
   - Proof of current income
   - Current rental agreement of service premises
   - Current City of Lodi customer payment plan agreement
   - Indicate reason why emergency energy assistance payment is needed; provide any documentation reflecting this need
4. The assistance payment is for up to $110 which only pays for the electric utility component of the bill. The customer is required to demonstrate the payment of all other charges (water, wastewater, trash collection) prior to the assistance payment being authorized by The

Exhibit A Continued

Community Partnership for Families of San Joaquin. The acceptable forms of documentation include current utility bill showing payment, receipt prepared by the City of Lodi showing payment, and/or a copy of the City of Lodi payment plan.

Submission of Application to City and Invoicing

The Community Partnership for Families of San Joaquin will electronically convey approved application upon receipt to atrupovnieks@lodi.gov

The assistance will be applied to the bill as soon as practical by the City of Lodi.

Exhibit B Compensation Plan

The Community Partnership for Families of San Joaquin will invoice for all administrative work performed at a rate of $45 per customer verification/certification with a cap of $10,000. The invoice will be submitted to Lodi the first day of each month, payable within thirty (30) days of the invoice date.

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXTEND TEMPORARILY
MODIFIED CUSTOMER ASSISTANCE & RELIEF ENERGY (CARE)
PACKAGE PROGRAM TERM TO JUNE 30, 2021 AND TO EXECUTE SECOND
AMENDMENTS TO TERM OF THE PROFESSIONAL SERVICES AGREEMENTS
WITH EFFICIENCY SERVICES GROUP, LLC, THE SALVATION ARMY, AND
COMMUNITY PARTNERSHIP FOR FAMILIES OF SAN JOAQUIN

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WHEREAS, by Resolution 2020-121, the Lodi City Council temporarily modified eligibility requirements to make additional emergency electric payment assistance available to Lodi Electric Utility (LEU) customers to August 31, 2020 during COVID-19 mitigation; and

WHEREAS, participation in the temporarily modified program has not been as strong as anticipated and requires additional time to communicate CARE Program assistance information to LEU customers who may qualify under the modified guidelines; and

WHEREAS, the City of Lodi, located within San Joaquin County, is continuing its efforts to protect, promote and improve health and well-being for its citizens and has identified the extension of the CARE Program as a necessary component of this effort; and

WHEREAS, staff recommends extending the temporarily modified CARE Program until June 30, 2021; and

WHEREAS, sufficient funding in the amount of $351,000 was authorized through the adoption of Resolution 2020-121 extending the temporarily modified CARE Program, including third party administrative costs and will roll and be available in Fiscal Year 2020/21 for said extension.

NOW, THEREFORE, BE IT RESOLVED, the Lodi City Council does hereby authorize the City Manager to extend the temporarily modified Customer Assistance & Relief Energy (CARE) Package Program term to June 30, 2021; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 2 to the Professional Services Agreements with Efficiency Services Group, LLC, the Salvation Army, and Community Partnerships for Families of San Joaquin.

Dated: August 19, 2020

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I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 19, 2020 by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM C-16

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Rescind Resolution 2005-261 Ratifying Purchasing Policies and Procedures and Adopt New Resolution Ratifying Updated Purchasing Policies and Procedures

MEETING DATE: August 19, 2020

PREPARED BY: Budget Manager

RECOMMENDED ACTION: Rescind Resolution 2005-261 Ratifying Purchasing Policies and Procedures and Adopt New Resolution Ratifying Updated Purchasing Policies and Procedures.

BACKGROUND INFORMATION: The City Council last ratified the purchasing policies and procedures on December 21, 2005. Since that time, there have been many changes to the city's purchasing system namely the city's purchasing system has been decentralized, the city implemented a new financial system and new purchasing processes, and minor changes were made to the Purchasing System Ordinance with the adoption of Ordinance 1849 in September 2011.

The attached purchasing policy and procedure document aligns with current practices and with the Purchasing System Ordinance. Additionally, use of federal grant funds requires that the policy document complies to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements of 2 CFR 200.318 through 200.326, commonly called "Uniform Guidance". This update has included a section specifically to address that requirement.

Changes to the policy include the following. None of the changes will affect how the City is currently making purchases but will bring the policy in line with current practice which is based upon Ordinance 1849 adopted by the City Council in 2011 which is subsequent to the adoption of the previous policy in 2005:

- Increasing purchase order limits and quote limits from $500 to $2,500 as authorized in Ordinance 1849;
- Increasing Department Head limits from $5,000 to $15,000 for Utility Department Heads and $10,000 for all other Department Heads as authorized in Ordinance 1849;
- Removal of Purchasing Division responsibilities in place of departmental responsibilities to reflect the decentralization of the purchasing functions;
- Removal of procedural guidelines on using the JDE financial system and reflecting the current Munis processes;
- Removal of use of petty cash as a method of payment in lieu of use of Cal-card procurement cards.
- Adding 2 CFR 200.318-200.326 guidelines when using Federal grant funds.

Staff is recommending that the City Council rescind Resolution 2005-161 and ratify by resolution the updated Purchasing Policies and Procedures as submitted on Attachment A. Further, staff is

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APPROVED: _____
Stephen Schwabauer, City Manager

recommending that the City Manager is authorized to make administrative changes to the policy from time to time while maintaining compliance with the Purchasing System ordinance.

FISCAL IMPACT: None.

Andrew Keys

Andrew Keys, Deputy City Manager

Attachment

Cc: City Attorney

Section I
GENERAL

PURPOSE

To establish the manner by which all City procurement is to be conducted as well as to ensure City compliance with applicable laws relating to the expenditure of public funds.

POLICY

When authorized to procure material or service, all City employees shall follow this policy to correctly and ethically process a procurement need and ensure the efficient use of public funds. All City rules, regulations, laws, resolutions and the City Purchasing Ordinance are incorporated herein. See the following chapters of the Lodi Municipal Code and the procurement standards in 2 CFR 200.318 through 200.326 of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*

LMC Chapter 2.12 – City Manager
LMC Chapter 3.20 – Purchasing System

OVERVIEW

The City's Purchasing Ordinance and Purchasing Policy are in place as your guideline to ensure materials and services are purchased in a legal and cost-effective manner. Most services will require a standard City professional services agreement which can be found on the City's intranet. Each agreement must be approved as to form by the City Attorney's office. A one-time service procured through a purchase order is permissible (LMC 3.20.085) with review of its risk and the appropriate insurance requirements met.

The purchasing functions are decentralized, with each Department/Division responsible for compliance with City policies and procedures. The City Manager is authorized to execute contracts on behalf of the city in the amount of $20,000 or less; he may delegate purchasing authority to qualified staff members to purchase or contract for specific supplies, services and equipment (LMC 3.20.040).

The following apply to all purchases made by the City of Lodi:

1. No purchase will be approved or undertaken unless an appropriation has been established through either the adopted annual budget or City Council approval of additional appropriations. It is the responsibility of the Department/Division to maintain budget control of their individual budgets. Ultimate responsibility for the individual budget resides with the Department Director.

2. Certain purchases are unique in nature and do not lend themselves to the process of competitive bidding. These items are excluded from the competitive bidding and purchase order requirements. These items include, but are not limited to, State or County services, debt service payments, ongoing expenses for utilities (monthly cost of power purchases, telephone services, refuse pickup, etc.)

3. The City Manager is authorized to execute contracts on behalf of the city in amounts of $20,000 or less. The Public Works and Electric Utility Directors are authorized to execute contracts on behalf of

the city in the amounts of $15,000 or less. All other directors are authorized to execute contracts on behalf of the city in the amounts of $10,000 or less (LMC 2.12.060). The City Manager may, in writing, delegate to qualified staff the authority to purchase or contract for specified supplies, services, and equipment that conform to the procedures established by the Purchasing System (LMC 2.12.060).

4. The purchase and disposition of fleet vehicles and other specific equipment governed by the city's fleet policies and procedures, as adopted by resolution of the city council, are exempt from the limits specified in item 3 above (LMC 3.21.130). The City Manager, or his designee, is authorized to solicit bids and award contracts for the purchase of vehicles costing $50,000 or less per city's Fleet Policies and Procedures (Resolution 97-33, revised 03/05/2008).

5. The purchase of electronic hardware and software shall be under the direction of the Information Technology Manager and shall be in accordance with the City of Lodi Administrative Polices – Information Systems – Section 5 Software Selection and Acquisition and shall be by negotiation, requests for proposal or competitive bids. Awards shall be based on best value, request for proposal, or bid. Purchase of electronic hardware of software over $20,000 requires the approval of the City Council. (LMC 3.20.077).

6. Public Works projects in excess of $5,000 shall be bid pursuant to the Public Contracts Code Section 20162. The definition of a public project is defined in Public Contracts Code Section 20161. The Public Contract Code can be found at http://leginfo.legislature.ca.gov (LMC 3.20.105)

7. Where a procurement involves the expenditure of state or federal grant funds, the procurement process shall comply with such state or federal laws. (LMC 3.20.095)

8. No City employee shall have a direct or indirect financial interest in any contract or purchase of goods or services entered into by the City, or shall derive any personal benefit from the City's purchase of goods or services.

9. No City employee shall use the City's purchasing procedures to obtain property for personal use by misrepresenting to vendors for the purpose of obtaining price discounts for personal purchases.

10. No City employee shall draft or cause to be drafted any specifications for bids in such a way as to intentionally limit the bidding directly or indirectly to any one bidder.

11. Records of bids, requests for proposals (RFP), requests for qualifications (RFQ) of both successful and unsuccessful requests shall be kept in accordance with the *Local Government Records Management Guidelines* as prepared by the Secretary of State and shall be open for public inspection. Generally, records of successful bids, RFP's and RFQ's are subject to be maintained for up to seven years; unsuccessful up to three years.

12. The City Manager may make minor changes to the policy without obtaining prior City Council approval. Substantive changes will require Council authorization.

SOLICITATION THRESHOLDS

The dollar limits for purchases of supplies or services are established in the City Purchasing Ordinance. Purchases shall not be split to avoid the required procedures or certain dollar limits. Informal procedures are used when the value of the purchase or services is $20,000 or less. Formal procedures are used when the value of the purchase or service is more than $20,000.

Departments are responsible for obtaining quotes/bids as indicated below:

- Purchases less than $2,500 – No solicitation of bids are required; however bids are desirable when in the best interest of the City to do so. Verbal bids are acceptable. Advertisement of bids is not required
- Purchases between $2,500 and $20,000 – Three written bids or proposals; advertisement of bids is not required.
- Purchases greater than $20,000 – Formal sealed bids and proposals are required. Advertisement of bids is required.
- Vehicle purchases greater than $50,000 – Require the approval of the City Council prior to soliciting and awarding of bids.

Informal procedures are used when the value of the purchase/service is $20,000 or less. Formal procedures are used when the value of the purchase /service is more than $20,000. Value of the purchase must include all costs associated with the purchase including all taxes, fees and freight as applicable.

Staff shall solicit quotations for informal bids by written request for proposal or qualifications, by telephone, or by electronic data exchange. Solicitation of formal purchases must be by Invitation for Bid (IFB), Request for Proposal (RFP) or Request for Qualification.

ISSUING THE QUOTE/BID/RFP/RFQ

Solicitations over $2,500 require competitive quotes. For informal purchases, staff are to make all reasonable attempts to obtain at least three written quotes/bids. Staff are encouraged to use the city's online bidding system which notifies businesses of various bid opportunities. The online system ensures the maximum exposure and competition. Departments may also maintain lists of potential firms.

- Departments shall solicit informal written bids or quotations from prospective vendors by written request, by telephone or by electronic data interchange.
- Quotations and written informal bids shall be submitted to the requestor who shall keep a record of the quotations, bids and open market orders as specified in the *Local Government Records Management Guidelines* after the submission or placing of the order. This record shall be kept open for public inspection.
- Award shall be to the lowest responsible bidder.
- Informal bids, offers and quotations may be rejected when in the best interest of the city to do so.

Exceptions to bidding: The informal/formal bid process may be bypassed in the following instances:

1. In cases of emergency. An emergency is defined as "an unforeseen circumstance or combination of circumstances calling for immediate action to procure materials, supplies, equipment or services in order to make repairs, safeguard lives or property, or maintain public health or welfare, as a result of

extraordinary conditions created by war, disease, weather, fire or other catastrophic or unforeseen occurrence, or imminent or actual failure of any plant, equipment, structure, street, or public work" (LMC 3.20.015). The Emergency Justification Form must be approved by the City Manager or their designee, whenever possible, prior to any purchase. If the purchase exceeds $10,000, immediately following the emergency, the appropriate Department Director shall prepare an agenda report to Council explaining the emergency and the items purchased.

2. When the commodity can be obtained from only one vendor due to:
    a. Product standardization by resolution of the city council;
    b. Need for branded replacement parts or supplies for equipment of like brand;
    c. When the City Council determines that the purchase or method of purchase would be in the best interest of the city (LMC 3.20.070).
    Unless already authorized by resolution, any purchase over $20,000 for this exception must be authorized by City Council.

3. When the professional service contract is for one of the following services:
    a. Legal defense, legal advice, or legal services;
    b. Architectural and engineering services, including but not limited to construction management, aerial photography, laboratory and material testing services;
    c. Accounting and financial services;
    d. Real estate appraisals;
    e. Transportation service consultants;
    f. Safety, environmental or hazardous material consultants;
    g. Workshops, seminars and conferences;
    h. Computer consulting services.
    Contracts for the above services shall be awarded on the basis of professional qualifications and experience, quality of service, past performance and negotiated prices (LMC 3.20.075). Contract awards over $20,000 for this exception must be approved by City Council.

4. When there exists other governmental contracts that are competitively bid (such as State Contracts, DGS, WSCA, Sourcewell, OMNIA Partners, NJPA) by another California public agency. Purchases over $20,000 for this exception requires approval by resolution of the City Council (LMC 3.20.045).

PROCUREMENT/PAYMENT METHODS

Purchase Order:

The Purchase Order (PO) is the main source and preferred method of encumbering and procuring materials over $2,500 and one-time services. The PO is used to communicate to a vendor the City's terms and conditions, authorizes an encumbrance of City funds and is a contractual agreement to order goods and services. The PO is used to process payment and track expenditures in the City's Financial System (MUNIS).

Important to our procurement process is the system of encumbrance accounting, which helps departments and Finance control department spending by knowing what amounts have been committed prior to the actual invoicing and payment of services. When a department makes a verbal commitment with a vendor and does not issue a purchase requisition and a purchase order is not created, it circumvents the entire budgetary control process. Verbal commitments with a vendor and the absence of a purchase order is not an acceptable

practice. Obtaining a purchase order from the purchasing processes in Munis is the main method of encumbering City funds.

Accounts Payable will pay approved vendor invoices with an appropriate and valid purchase order number issued from Munis. Invoices without an authorized purchase order may be returned to the department or vendor unpaid.

The City of Lodi has implemented a three-way match process in the Munis system. The requisition/purchase order must match the receipt of goods record which must match the vendor invoice. Any deviation from a three-way match will require a valid change order to be entered and approved in the Munis system. Invoices that do not conform to the three-way match will be returned to the department or vendor unpaid.

Professional Services Agreement: Services, as opposed to goods or materials, shall be procured using a professional services agreement (PSA) as created, revised as needed, by the City Attorney. A purchase order, with the appropriate terms and conditions, may be used when the services is of a one-time nature. Ongoing, recurring services shall be procured using a PSA.

Purchases of supplies and materials by vendors who supply their own terms and conditions instead of accepting the city's terms and conditions provided with a materials purchase order must be procured by PSA. The city attorney's office must approve any vendor terms and conditions.

Credit/Procurement Card (CAL-Card): The issuance of procurement cards (CAL-Card) are authorized to specified staff by resolution of the City Council. The CAL-Card is used as a purchase and payment method used to procure budgeted low value goods, typically up to $2,500. It may be used for higher value purchases when done so in accordance to the requirements of purchases greater than $2,500 as follows:

- CAL-card holder submits authorization for temporary CAL-card limit increase to CAL-Card administrator. Authorization is made by Department Director up to their authorized spending limits, City Manager up to $20,000, or resolution of the City Council.
- CAL-card holder submits competitive bid summary or justification for exception to bids as authorized in the Purchasing System to the CAL-card administrator.
- CAL-card holder submits approved insurance requirements if purchase is for a one-time service.
- All above documentation is to be included in the CAL-card statement/transaction reconciliation process in Munis.
- CAL-card administrator will provide a temporary increase to the CAL-card holder's limits (one-time purchase and monthly credit limit) to accommodate approved purchases over $2,500.

Cardholder and cardholder's approving official are responsible for proper use of the CAL-card program. See the CAL-Card Handbook, posted on the City's intranet, for policies and procedures.

Wire/Electronic Fund Transfer (EFT): A bank wire or an EFT is used as a limited payment method for transactions with large dollar amounts which are time sensitive. Types of payments which are routinely processed by means of bank wire or EFT are debt service payments, the purchase of securities, payroll expenses (Federal, State taxes, retirement, medical premiums, employee contributions to various entities, etc).

Section II
GENERAL SUPPLIES, MATERIALS AND EQUIPMENT

PURPOSE

Provide guidelines for the purchase of general supplies, materials and equipment. Supplies, materials and equipment shall consist of any and all articles or things which shall be furnished to or used by any department.

In instances where goods and services are purchased together from one vendor, this section shall only apply if the predominant portion of the purchase is goods. (For example, a purchase of equipment for $3,000 with a $300 installation fee would be covered under this section of the policy. A repair of equipment with $3,000 in labor and $300 in parts would be covered under Section III General Trade Services).

INFORMAL/UNSEALED QUOTES

Material/supply purchases exceeding $20,000 must be awarded by the City Council.

Informal bidding should be used to assure the most competitive price is received for an item, while avoiding the additional time and expense involved in formal bidding.

The Department/Division should make every reasonable attempt to obtain at least three quotes for all purchases between $2,500 and $20,000. However, it is understood that at times it is neither practical nor cost effective to continue soliciting quotes until three quotes are received. In the event that three viable quotes are not received, the division shall document what steps were taken to obtain quotes, any vendors contacted that declined to bid, and, if applicable, why it is not practical to receive three quotes.

Documentation: Quotes received must be documented to the satisfaction of the Budget Division. Ideally, documentation should include the name of the company bidding, the person giving the quote, items being quoted, the date and time of the contact, the amount quoted and any other relevant information.

Evaluating Quotes: The Department/Division shall evaluate the informal quotes received and determine the lowest most responsible quote. When evaluating quotes, please verify that like items are being evaluated (apples to apples). The City reserves the right to accept the quote which is in the best interest of the City.

Purchase Order: A purchase requisition detailing the vendor name, address, item(s) being purchased, total price including tax and shipping, and budget account to be charged shall be prepared in the MUNIS Financial System. A copy of the quotes/quote summary shall be attached to the purchase requisition. The Budget Division will review/approve the purchase requisition and convert the requisition to a Purchase Order. The Munis system will route the requisition to additional staff who are required to approve the requisition prior to conversion to purchase order.

FORMAL/SEALED BIDS

Material/supply purchases exceeding $20,000 must be awarded by a resolution of the City Council. The formal bid process is governed by section 3.20.100 of the Lodi Municipal Code.

Formal bidding shall be used to assure all possible vendors are given the opportunity to bid on major City purchases, thereby assuring the City that it has received the most competitive price. The formal process generally takes more time and expense than informal bidding.

Bid Package: The initiating department shall prepare a bid form including detailed specifications for the item to be purchased. The following format is suggested for competitive bids:

1. Submission of Bids – Include date, time, and location of bid opening. Include a detailed list of the information the bid or proposal should contain. The public notice shall state that bids are to be received by the Budget Manager no later than the advertised bid opening time.
2. Questions – List the name, address, and telephone number of the person to be contacted concerning questions about the project.
3. Background – Provide as much background as necessary to give the bidder an understanding of the environment in which the job will be performed and to which the job relates.
4. Scope of work – Describe in detail the requirements for the job and detail specifications.
5. Desired project schedule – be as specific as possible.
6. Minimum and desirable qualifications – Be as specific as possible.
7. Performance Bond – Whether a performance bond is required and if so, the amount and form of bidders security.

Notice inviting Bids: The initiating department shall also prepare a notice inviting bids that includes the following:

1. A general description of the item to be purchased.
2. A statement indicating where bid package, specifications and bonding requirements can be obtained.
3. A statement specifying the date, time and place for the opening of the bid.

Bid Opening:

1. Sealed paper bids shall be submitted to the Budget Manager.
2. Paper bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation to Bid.
3. Any bid received after the time specified in the notice shall be rejected.
4. When bidder's security is required, it will be announced in the public notice inviting bids. The amount shall be determined at the time of preparation of the bid. It shall be in the form of cash, certified or cashier's check, or bid bond made payable to the City of Lodi. When a bidder's security is required, a bid shall not be considered unless one of the aforementioned forms of security accompanies the bid.

Rejection of Bids: The City reserves the right to reject any and all bids, to accept or reject any one or more items of a bid, or to waive any irregularities or informalities in the bids or the bidding process if to do so is deemed to best serve the interest of the City.

Determining Lowest Responsible Bidder: Award to bid shall be to the lowest responsive and responsible bidder. The City reserves the right to accept that bid which is in the best interest of the City. When selecting the recommended bidder the Department/Division will take into consideration:

1. Price
2. Ability, capacity, and skill, warranty
3. Ability to meet time requirements
4. Character, integrity, and reputation
5. Previous vendor experience
6. Financial resources available for contract performance

7. Ability to provide future maintenance and service, if necessary

Awarding the Bid: Once the bids have been evaluated, the Department/Division shall prepare an agenda report to Council recommending the most responsive and responsible bidder. The Council shall then award the bid in a public meeting.

Purchase Order: A purchase requisition detailing the vendor name, address, item being purchased, total price including tax and shipping, and budget account to be charged shall be prepared in the MUNIS Financial System. A copy of the bid/bid summary shall be attached to the purchase requisition. The Budget Division will review/approve the purchase requisition and convert the requisition to a Purchase Order. The Munis system will route the requisition to additional staff who are required to approve the requisition prior to conversion to purchase order.

Change Orders: Change orders to purchases orders are allowable up to $20,000 in aggregate purchase. Change orders exceeding a $20,000 aggregate purchase must be brought to City Council for approval. Change orders are entered into the Munis system by the requesting department/division. The Munis system will route the change order to additional staff who are required to approve the requisition prior to being added to the purchase order. Once the change order has been made, the department/division must submit the updated order to the vendor.

Restrictions: Any purchase of supplies, materials, equipment or services contrary to the city's Purchasing System Ordinance:

- Such purchases are void and not considered an obligation of the City.
- Invoices may be returned to the contractor/service provider unpaid.
- The department director of the department ordering the unauthorized purchase may be held personally liable for the costs of the purchase or contract (LMC 3.20.140)

Section III
PROFESSIONAL SERVICES

PURPOSE

Provide guidelines for the purchase of professional services. Professional services are those activities performed by a consultant or firm who possesses a high degree of expertise in a particular profession. This would generally include (but not be limited to) architectural, landscape architectural, engineering, environmental, land surveying, construction project management, accounting/auditing, financial, legal, and other administrative services.

INFORMAL REQUEST FOR PROPOSAL OR REQUEST FOR QUALIFICATIONS

Professional service contracts exceeding $20,000 must be awarded by resolution of the City Council.

An informal Request for Proposal (RFP) or a Request for Qualifications (RFQ) process shall be used for any solicitation under $20,000, except those service exempted from bidding per Section I – General; *Exception to Bidding.* These professional service agreements shall have sufficient documentation of background analysis to support the contract. Informal solicitations should be used to assure quality services are received for a reasonable price.

The Department/Division shall strive, whenever possible, to solicit at least three qualifications/proposals in writing. It is important that the specifications are accurate and comprehensive.

Documentation:
Informal quotations must be documented to the satisfaction of the Budget Division. Documents should include:

1. The name of the company.
2. The person giving the quote.
3. The date and time the quotes were received.
4. Understanding of the required scope of services.
5. Specialized experience of the firm and its personnel relative to the required services.
6. References who can be contacted to verify past record of performance, i.e., completion of quality product, in a timely manner, and within budget constraints.
7. The capacity of the firm to perform the subject project within a required timeframe.
8. Estimated price.

Evaluating Informal RFP/RFQ:
The Department/Division Head or designee(s) shall select the consultant which, in their evaluation process, is the most qualified to perform the work. The evaluation and selection process shall be based upon the following considerations:

1. General quality and responsiveness to the request, including but not limited to:
    - Responsiveness to the terms, conditions, and items of performance;
    - Grasp of the problem, work to be performed, and approach to be used
2. Organization and personnel making the proposal;
    - Evidence of good organizational management practices.
    - Qualification of the personnel.

- Specialized experience of the firm and its personnel relative to the required services.
- References who can be contacted to verify past record of performance (i.e., completion of a quality product in a timely manner and within budget constraints).
- Previous consultant experience.
- The final condition of the firm.
- Capacity of the firm to perform the subject project within a required timeframe.

3. If appropriate, the price, in any of the following formats, may be considered.
   - Total price and price breakdown.
   - Price range.
   - Cost schedule.

Negotiation:
The Department Head or designee(s) shall discuss with the highest ranked firm(s) the requirements of the project, the scope of services needed to meet the requirements, and negotiate a reasonable fee/contract for the established work assignment.

Contract Procedure:
The City Clerk's office has prepared instructions and routing procedures for the contract process. These documents, including a fillable Contract Routing Slip, can be found on the City Clerk's intranet page. The Contract Routing Slip will guide the user of the needed items and timeline for any contracts needing Council authorization. Follow the guidelines set forth in the Contract Routing Slip. Below are items the departments must include in the routing of their contracts.

- A Professional Services Agreement (PSA) or miscellaneous contract shall be prepared detailing the consultant's name, service being purchased, and total price of the service being purchased. Exhibits to the contract may include the scope of services, fee proposal, insurance requirements, and insurance certificate with any required endorsements. Do not make any revisions/additions to the standard PSA without written approval of the City Attorney's office. Three copies of the PSA or contract are to be included in the routing package. Departments are to obtain the signature of the vendor prior to routing.
- The issuing Department/Division will obtain a completed IRS form W-9 from the vendor.
- Proof of insurance in accordance with the contract shall be obtained. This includes an insurance certificate and any additional ensured endorsement. An insurance matrix and additional insurance requirements can be found on the Risk Management section of the city's intranet site. The city uses PINS Advantage to acquire vendor insurance certificates. Contact the Risk Manager's office for access to this online system.
- If the vendor is located in, or performs services within city limits or if vendor delivers products in company owned vehicles, a Business License is required.
- One original copy of the executed contract shall be returned to the vendor, the issuing Department shall keep the second copy and the third copy shall remain in the City Clerk's Office.
- The Department submits a copy of the contract to Accounts Payable for entry into the contracts module of the Munis system. The contract will be entered as either a "not to exceed" amount or an encumbered contract.
    - A "not to exceed" contract uses the budget controls set up on the account number used in Munis and no encumbrance is made. The contract expires upon the date specified in the contract or when the "not to exceed" value has been reached. Extending the contract would require an addendum to the contract.

- An encumbered contract must have available budget to be encumbered. Capital project contracts must be encumbered.

Renewals:
Contracts for ongoing services may include annual renewal provisions for up to four additional years if specified in the contract. However, all contracts that exceed $20,000 in overall contract costs must be approved by resolution of the City Council.

Change Orders:
The City Manager is authorized to issue change orders for changes or additions to the original purchase that result in no more than a $20,000 aggregate cost. Change orders in excess of the $20,000 aggregate change in purchase price shall be brought to the City Council for approval. For purchases over $20,000, staff may include a change order provision in the original award brought before City Council. Change orders in excess of any City Council authorized amounts will require additional City Council approval.

FORMAL REQUEST FOR PROPOSAL OR REQUEST FOR QUALIFICATIONS

Professional service contracts exceeding $20,000 must be awarded by the City Council.

A Formal sealed Request for Proposal (RFP) or a Request for Qualifications (RFQ) process shall be used, for any solicitation exceeding $20,000, thereby assuring the City that it has engaged the most qualified consultant available for the engagement. The formal solicitation process generally takes more time and expense than informal solicitations of qualifications.

The Formal Request for Proposal or Request for Qualifications shall include:

Developing the RFP or RFQ:
Because RFP's and RFQ's ask for a subjective product, they should contain the greatest detail possible, and may include the following:

1. A precise description of the problem or objective
2. The services to be performed
3. The product to be provided
4. The anticipated time schedule for:
   - Submittal of RFP/RFQ (date and time)
   - Any pre-proposal conference (date, time and location)
   - Review and evaluation of the proposals
   - Award of the contract
   - Commencement of the work on the project
   - Completion date
5. Evaluation factors and the relative importance of each
6. Expectations or limitations on the part of the City
   - The format, form and quantity of any expected reports
   - The extent/nature of assistance/cooperation available from the City
7. Expected content of the RFP/RFQ, including:
   - The overall description of techniques to be used
   - Listing of similar services provided to other clients

- Listing of available references to contact
- Description and qualifications of assigned lead and supporting personnel
- Time and staff expected to be expended
- Facilities and equipment to be used
- Portion of contract to be performed by sub-contractors
- Subcontractors / Sub consultants qualifications
- Cost, in summary and total, and desired method of payment. The RFP/RFQ for services may, but is not required to; state the amount budgeted for the service.

8. Contractual requirements including, but not limited to:
   - Prohibition against assignment
   - Indemnification
   - Insurance requirements
   - Warranties
   - Compliance with federal, state and City laws, rules and regulations
   - Compliance with any grant related regulations
   - Sample contract

Issuing the RFP/RFQ:

1. To ensure maximum exposure and competition, the issuing department shall prepare and submit the RFP/RFQ documents to the City's online bid system
2. A reasonable length of time between solicitations and closing dates must be allowed to provide potential respondents time for preparation in accordance with the complexity, the size of the project, and the scope of the advertising.
3. City staff may conduct conferences to explain the requirements of the project. A sufficient amount of time should be allowed after the RFP/RFQ has been issued to allow potential respondents to become familiar with the project. Any clarification or changes required to the RFP/RFQ, as a result of the conference, shall be added as a written amendment. A summary of the conference shall be provided to all prospective respondents receiving the request.
4. Amendments should be used to make any changes in quantities descriptions, schedules, or to correct defects or ambiguities in the original RFP/RFQ. Amendments are provided to ensure that all potential respondents are furnished with the same information with which to prepare proposals. Amendments to the RFP/RFQ shall be identified as such and shall require acknowledgment as such by firms receiving the RFP/RFQ within a reasonable time period before the closing date. If the time and date established for the receipt of proposals does not allow sufficient time for consideration and changes, the time and date will be modified by amendment.

Proposal Opening:

1. Proposals shall be submitted to the Budget Manager and shall be clearly identified with the Proposal on the envelope.
2. Any proposal received after the time specified in the RFP/RFQ shall be returned unopened.
3. Respondents may modify or withdraw their proposals prior to the established closing date and time, without penalty. However, any modifications submitted after the established closing date and time will not be accepted. Such modifications will be returned to the respondent, unopened.
4. Proposals and modifications shall be shown only to the evaluation committee personnel, the City Clerk or his/her designee, the Department Head and the Budget Manager until a recommendation is made to Council or all proposals have been rejected.

Rejection of Proposals:
The City reserves the right to reject any and all proposals, to accept or reject any one or more items of a proposal, or to waive any irregularities or informalities in the proposal or the RFP/RFQ process if to do so is deemed to best serve the interests of the City.

Evaluation Factors and Method:

1. Because unique services are requested, cost is not considered the primary selection criteria.
   - General quality and responsiveness of the proposal, including but not limited to:
     - o Responsiveness to the terms, conditions, and items of performance;
     - o Completeness and thoroughness of the proposal;
     - o Grasp of the problem, work to be performed, and approach to be used.
   - Organization and personnel making the proposal:
     - o Evidence of good organizational and management practices.
     - o Qualification of the personnel.
     - o Specialized experience of the firm and its personnel relative to the required services.
     - o References who can be contacted to verify past record of performance, i.e., completion of a quality product, in a timely manner, and within budget constraints.
     - o The financial condition of the firm.
     - o Capacity of the firm to perform the subject project within a required time frame
   - If appropriate, the price, in any of the following formats, may be considered.
     - o Total price and price breakdown.
     - o Price range.
     - o Cost schedule.
2. A Selection Committee shall be formed to evaluate the submitted data and determine the consultants that should receive further consideration. The Committee shall be appointed by the issuing department and may consist of more than one department.
3. The Selection Committee may choose to interview all of the responding consultants, only the top few ranking consultants or to not perform interviews.
4. After the interviews (if applicable), the Selection Committee shall rank the consultants based on their proposals, interviews, and references.

On-Call (Ongoing) Professional Services:

1. In some instances it is in the best interest of the City to have on-call contracts with multiple consultants for the same or very similar services (i.e. services that can be defined as to scope of work but not as to required events such as soils testing, contract building inspection services, architectural services, etc.) These services would best be handled by establishing an eligibility list and by entering into annual on-call processional service contracts.
2. The process for selecting firms for annual ongoing professional service contracts shall be generally the same as for other professional services contracts. However, multiple firms may be awarded an on-call contract based on the RFP/RFQ process and may be placed on the eligibility list. Additional firms/individuals may also be awarded contracts and placed on the eligibility list at a later date, using the RFP/RFQ process without impacting contracts currently in place.
3. As events occur and need arises, work may be assigned to the consultants on the eligibility list. The Department Head shall make a reasonable attempt to rotate work between consultants subject to availability and special needs or by soliciting proposals from the consultants on the eligibility list.

Negotiation:
The Department Head or designee(s) shall discuss with the highest ranked firm(s) the requirements of the project, the scope of services needed to meet the requirements, and negotiate a reasonable fee/contract for the established work assignment.

Awarding the Contract:
The Department Head/Division Head shall prepare an agenda report to City Council recommending the most responsive consultant. The Council shall then award the contract in a public meeting. All contracts exceeding $20,000 must be awarded by resolution of the City Council. Otherwise:

- 1. Such purchases are void and not considered an obligation of the City.
- Invoices may be returned to the contractor/service provider unpaid.
- The department director of the department ordering the unauthorized purchase may be held personally liable for the costs of the purchase or contract (LMC 3.20.140)

Contract Procedure:
The City Clerk's office has prepared instructions and routing procedures for the contract process. These documents, including a fillable Contract Routing Slip, can be found on the City Clerk's intranet page. The Contract Routing Slip will guide the user of the needed items and timeline for any contracts needing Council authorization. Follow the guidelines set forth in the Contract Routing Slip. Below are items the departments must include in the routing of their contracts.

- A Professional Services Agreement (PSA) or miscellaneous contract shall be prepared detailing the consultant's name, service being purchased, and total price of the service being purchased. Exhibits to the contract may include the scope of services, fee proposal, insurance requirements, and insurance certificate with any required endorsements. Do not make any revisions/additions to the standard PSA without written approval of the City Attorney's office. Three copies of the PSA or contract are to be included in the routing package. Departments are to obtain the signature of the vendor prior to routing.
- The issuing Department/Division will obtain a completed IRS form W-9 from the vendor.
- Proof of insurance in accordance with the contract shall be obtained. This includes an insurance certificate and any additional ensured endorsement. An insurance matrix and additional insurance requirements can be found on the Risk Management section of the city's intranet site. The city uses PINS Advantage to acquire vendor insurance certificates. Contact the Risk Manager's office for access to this online system.
- If the vendor is located in, or performs services within city limits or if vendor delivers products in company owned vehicles, a Business License is required.
- One original copy of the executed contract shall be returned to the vendor, the issuing Department shall keep the second copy and the third copy shall remain in the City Clerk's Office.
- The Department submits a copy of the contract to Accounts Payable for entry into the contracts module of the Munis system. The contract will be entered as either a "not to exceed" amount or an encumbered contract.
    - A "not to exceed" contract uses the budget controls set up on the account number used in Munis and no encumbrance is made. The contract expires upon the date specified in the contract or when the "not to exceed" value has been reached. Extending the contract would require an addendum to the contract.
    - An encumbered contract must have available budget to be encumbered. Capital project contracts must be encumbered.

Renewals:
Contracts for ongoing services may include annual renewal provisions for up to four additional years. However, all contracts that exceed $20,000 in overall contract amount must be approved by the City Council.

Change Orders:
The City Manager is authorized to issue change orders for changes or additions to the original purchase that result in less than $20,000 aggregate change in purchase price. Change orders in excess of the $20,000 aggregate change in purchase price shall be brought to the City Council for approval. For purchases over $20,000, staff may include a change order provision in the original award brought before City Council. Change orders in excess of any City Council authorized amounts will require additional City Council approval

Section IV
Purchases with Federal Grant Funds

The following section is being added to the Purchasing Policy to establish standards for the procurement of supplies, equipment, real property and other services as required by 2 CFR 200.318 through 200.326 to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards commonly called "Uniform Guidance".

When using federal grant funds, follow applicable state statutes and rules and local policies only to the extent that those statutes, rules, and policies do not conflict with the Uniform Administrative Requirements (UAR) outlined below. 2 CFR 200.318(a)

Contract performance and payments must be monitored during the course of the contract. 2 CFR 200.318(b).

Written standards of conduct and Conflict of Interest:
No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she [the employee, officer, or agent], any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ

- the employee, officer, or agent;
- an immediate family member of the employee, officer, or agent; or
- the partner of the employee, officer, or agent has a financial or other interest in or will receive a tangible personal benefit from a firm considered for the contract. Officers, employees, and agents must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. 2 CFR 200.318(c)(1)

Before starting a procurement process:
Review all proposed procurements to avoid unnecessary/duplicative purchases of equipment, supplies, and services. Consider whether it will it save money/time to consolidate procurements; if so, consolidate. If relevant, consider whether a lease or a purchase is the most economical approach (and document how you came to your decision). 2 CFR 200.318(d).

Look for state or local intergovernmental agreements (such as competitive bidding group purchasing programs, state term contracts, GSA contracts, or formal intergovernmental agreements—but get awarding agency approval before using one of those agreements. 2 CFR 200.318(e).

<u>Purchasing Guidelines</u>

Documentation:
Keep records showing:

- Basis for vendor selection;
- Documentation of lack of competition when competitive bids or offers are not obtained;
- Why you chose a specific procurement method;
- The basis for your award (why did you select the contractor or vendor you selected? Why did you reject the others?)
- The basis for the contract price; and
- Any other significant decisions that were a part of the procurement process.

Award only to "responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement." In determining which contractors are responsible, you must consider "matters such as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources." 2 CFR 200.318(h). (Note: This means that your solicitation documents must ask for information that will allow you to assess whether a contractor is "responsible.")

Keep records to detail the history of each procurement. These records must include, at least, records showing your rationale for (1) the method of procurement, (2) the selection of contract type, (3) contractor selection or rejection, and (4) the basis for the contract price. 2 CFR 200.318(i)

Prohibit awarding time and materials type contracts unless (1) you have determined that no other contract is suitable and (2) the contract includes a ceiling price that the contractor exceeds at its own risk. The UAR defines a time and materials type contract as "a contract whose cost to a non-Federal entity is the sum of: (1) the actual cost of materials; and (2) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit." 2 CFR 200.318(j). For the purposes of this policy, the term "non-Federal Entity" means the City of Lodi.

Restricting competition. The following actions on procurements funded with federal grants are prohibited:

- Allowing contractors that develop or draft specifications, requirements, statements of work, invitations for bids, or requests for proposals to compete for such procurements;
- Placing unreasonable requirements on firms for them to qualify to do business (if you're not sure if a requirement is unreasonable, ask the Federal awarding agency);
- Requiring unnecessary experience or excessive bonding;
- Permitting noncompetitive pricing practices between companies;
- Awarding contracts to consultants on "retainer" contracts; Permitting organizational conflicts of interest;
- Specifying a brand name product without permitting an equal product to be offered, and without describing the performance requirements that must be met for a product to qualify as an equal;
- Acting arbitrarily in awarding contracts. 2 CFR 200.319(a).

Prohibit awards based on local geographic preferences, except where applicable Federal statutes expressly mandate or encourage geographic preference. However, geographic location may be a selection criteria when awarding contracts for architectural or engineering services, provided that using such criteria "leaves an appropriate number of qualified firms" to compete for the work, "given the nature and size of the project." 2 CFR 200.319(b).

All solicitations must identify (1) all requirements which the offerors must fulfill and (2) all other factors to be used in evaluating bids or proposals. 2 CFR 200.319(c)

If you use prequalified lists of entities or products when procuring goods or services, make sure those lists are "current and include enough qualified sources to ensure maximum open and free competition," and do not preclude other potential entities or products from participating in the solicitation. 2 CFR 200.319(d).

Methods of Procurement to be Followed

Procurement by sealed bids require formal advertising. Bids are publicly solicited (Post to the online bid notification system) and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction.

In order for sealed bidding to be feasible, the following conditions should be present:

- A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsible bidders are willing and able to compete effectively for the business; and
- The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- The invitation for bids must be publicly advertised, providing suppliers sufficient response time prior to the date set for opening the bids;
- The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- The bids must be opened publicly at the time and place prescribed in the invitation for bids;
- A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- Any or all bids may be rejected if there is a sound documented reason. 2 CFR 200.320(c)

Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- Proposals must be solicited from an adequate number of qualified sources;
- The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort. 2 CFR 200.320(d)

Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- The item is available only from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

- The Federal awarding agency expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- After solicitation of a number of sources, competition is determined inadequate. 2 CFR 200.320(f)

Take certain steps to assure that minority firms and women's business enterprises are used when possible. These steps are:

- Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- Divide total requirements into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- Establish delivery schedules which encourage participation by small and minority businesses and women's business enterprises;
- Use the services and assistance of the Small Business Administration (www.sba.gov) and the Minority Business Development Agency of the Department of Commerce (www.mbda.gov); and
- Require prime contractors to take the same steps listed above. 2 CFR 200.321

Contract Cost and Price

Perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold ($150,000), including contract modifications. Make the Independent Cost Estimates (ICE) before receiving bids or proposals. 2 CFR 200.323(a)

Negotiate profit as a separate element of the price (1) for each contract in which there is no price competition and (2) in all cases where cost analysis is performed. 2 CFR 200.323(b)

A prohibition on using "cost plus a percentage of cost" or "percentage of construction cost" methods of contracting. 2 CFR 200.323(d)

Federal Awarding Agency Review

The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase. 2 CFR 200.324(a)

The non-Federal entity must make available upon request, for the Federal awarding agency pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
- The procurement is expected to exceed the Simplified Acquisition Threshold ($150,000) and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

- The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
- The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold. 2 CFR 200.324(b)

The non-Federal entity is exempt from the pre-procurement review in the above paragraph if the Federal awarding agency determines that its procurement systems comply with the standards of this part.

- The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
- The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review. 2 CFR 200.324(c)

Bonding Requirements

For construction or facility improvement contracts or sub contracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency may accept the bonding policy and requirements of the agency provided that the Federal awarding agency has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. 2CFR 200.325(a);
- A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. 2CFR 200.325(b);
- A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. 2CFR 200.325(c).

Contracting Provisions

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A)Remedies: Contracts for more than the simplified acquisition threshold currently set at$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address

administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B)Termination: All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C)Equal Employment Opportunity: Except as otherwise provided under41 CFR Part60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR12319, 12935, 3 CFR Part,1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246Relating to Equal Employment Opportunity," and implementing regulations at41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D)Davis-Bacon Act, as amended: (40U.S.C. 3141-3148).When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40U.S.C. 3141-3144) as supplemented by Department of Labor regulations (29 CFR Part 5,"Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contractor subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland "Anti-Kickback" Act**: (40 U.S.C. 3145),a s supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act: (40 U.S.C. 3701- 3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding

agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act: (42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension: (Executive Orders 12549 and 12689) – Verify that a vendor is not debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. Confirm and document that vendors are not on the federal government's Excluded Party list found at www.sam.gov.

(I) Byrd Anti-Lobbying Amendment: (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not use, and has not used, Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL RESCINDING
RESOLUTION 2005-161 AND ADOPTING RESOLUTION RATIFYING
UPDATED PURCHASING POLCIES AND PROCEDURES

==========

WHEREAS, Resolution 2005-161 established and ratified the City of Lodi Purchasing Policies and Procedures; and

WHEREAS, the Lodi City Council adopted Ordinance 1849 in September 2011 updating purchasing limits; and

WHEREAS, the purchasing function for the City of Lodi has been decentralized and responsibility for the purchasing of supplies, materials and services has been transferred to departmental staff; and

WHEREAS, the City has replaced its financial management system which required changes to the purchasing processes; and

WHEREAS, the City is required to have within its purchasing polices adherence to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements of 2 CFR 200.318 through 200.326, commonly called "Uniform Guidance" when making purchases using Federal grant funds; and

WHEREAS, staff recommends that the City Council ratify the Purchasing Policies and Procedures to address changes in current practices.

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby ratify the Purchasing Policies and Procedures as shown on Attachment A and made a part of this Resolution.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to make administrative changes to the policy from time to time while maintaining compliance with the Purchasing System Ordinance.

Dated: August 19, 2020

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I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 19, 2020, by the following vote:

AYES: COUNCIL MEMBERS -

NOES: COUNCIL MEMBERS -

ABSENT: COUNCIL MEMBERS -

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

Section I
GENERAL

PURPOSE

To establish the manner by which all City procurement is to be conducted as well as to ensure City compliance with applicable laws relating to the expenditure of public funds.

POLICY

When authorized to procure material or service, all City employees shall follow this policy to correctly and ethically process a procurement need and ensure the efficient use of public funds. All City rules, regulations, laws, resolutions and the City Purchasing Ordinance are incorporated herein. See the following chapters of the Lodi Municipal Code and the procurement standards in 2 CFR 200.318 through 200.326 of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*

LMC Chapter 2.12 – City Manager
LMC Chapter 3.20 – Purchasing System

OVERVIEW

The City's Purchasing Ordinance and Purchasing Policy are in place as your guideline to ensure materials and services are purchased in a legal and cost-effective manner. Most services will require a standard City professional services agreement which can be found on the City's intranet. Each agreement must be approved as to form by the City Attorney's office. A one-time service procured through a purchase order is permissible (LMC 3.20.085) with review of its risk and the appropriate insurance requirements met.

The purchasing functions are decentralized, with each Department/Division responsible for compliance with City policies and procedures. The City Manager is authorized to execute contracts on behalf of the city in the amount of $20,000 or less; he may delegate purchasing authority to qualified staff members to purchase or contract for specific supplies, services and equipment (LMC 3.20.040).

The following apply to all purchases made by the City of Lodi:

1. No purchase will be approved or undertaken unless an appropriation has been established through either the adopted annual budget or City Council approval of additional appropriations. It is the responsibility of the Department/Division to maintain budget control of their individual budgets. Ultimate responsibility for the individual budget resides with the Department Director.

2. Certain purchases are unique in nature and do not lend themselves to the process of competitive bidding. These items are excluded from the competitive bidding and purchase order requirements. These items include, but are not limited to, State or County services, debt service payments, ongoing expenses for utilities (monthly cost of power purchases, telephone services, refuse pickup, etc.)

3. The City Manager is authorized to execute contracts on behalf of the city in amounts of $20,000 or less. The Public Works and Electric Utility Directors are authorized to execute contracts on behalf of

the city in the amounts of $15,000 or less. All other directors are authorized to execute contracts on behalf of the city in the amounts of $10,000 or less (LMC 2.12.060). The City Manager may, in writing, delegate to qualified staff the authority to purchase or contract for specified supplies, services, and equipment that conform to the procedures established by the Purchasing System (LMC 2.12.060).

4. The purchase and disposition of fleet vehicles and other specific equipment governed by the city's fleet policies and procedures, as adopted by resolution of the city council, are exempt from the limits specified in item 3 above (LMC 3.21.130). The City Manager, or his designee, is authorized to solicit bids and award contracts for the purchase of vehicles costing $50,000 or less per city's Fleet Policies and Procedures (Resolution 97-33, revised 03/05/2008).

5. The purchase of electronic hardware and software shall be under the direction of the Information Technology Manager and shall be in accordance with the City of Lodi Administrative Polices – Information Systems – Section 5 Software Selection and Acquisition and shall be by negotiation, requests for proposal or competitive bids. Awards shall be based on best value, request for proposal, or bid. Purchase of electronic hardware of software over $20,000 requires the approval of the City Council. (LMC 3.20.077).

6. Public Works projects in excess of $5,000 shall be bid pursuant to the Public Contracts Code Section 20162. The definition of a public project is defined in Public Contracts Code Section 20161. The Public Contract Code can be found at http://leginfo.legislature.ca.gov (LMC 3.20.105)

7. Where a procurement involves the expenditure of state or federal grant funds, the procurement process shall comply with such state or federal laws. (LMC 3.20.095)

8. No City employee shall have a direct or indirect financial interest in any contract or purchase of goods or services entered into by the City, or shall derive any personal benefit from the City's purchase of goods or services.

9. No City employee shall use the City's purchasing procedures to obtain property for personal use by misrepresenting to vendors for the purpose of obtaining price discounts for personal purchases.

10. No City employee shall draft or cause to be drafted any specifications for bids in such a way as to intentionally limit the bidding directly or indirectly to any one bidder.

11. Records of bids, requests for proposals (RFP), requests for qualifications (RFQ) of both successful and unsuccessful requests shall be kept in accordance with the *Local Government Records Management Guidelines* as prepared by the Secretary of State and shall be open for public inspection. Generally, records of successful bids, RFP's and RFQ's are subject to be maintained for up to seven years; unsuccessful up to three years.

12. The City Manager may make minor changes to the policy without obtaining prior City Council approval. Substantive changes will require Council authorization.

SOLICITATION THRESHOLDS

The dollar limits for purchases of supplies or services are established in the City Purchasing Ordinance. Purchases shall not be split to avoid the required procedures or certain dollar limits. Informal procedures are used when the value of the purchase or services is $20,000 or less. Formal procedures are used when the value of the purchase or service is more than $20,000.

Departments are responsible for obtaining quotes/bids as indicated below:

- Purchases less than $2,500 – No solicitation of bids are required; however bids are desirable when in the best interest of the City to do so. Verbal bids are acceptable. Advertisement of bids is not required
- Purchases between $2,500 and $20,000 – Three written bids or proposals; advertisement of bids is not required.
- Purchases greater than $20,000 – Formal sealed bids and proposals are required. Advertisement of bids is required.
- Vehicle purchases greater than $50,000 – Require the approval of the City Council prior to soliciting and awarding of bids.

Informal procedures are used when the value of the purchase/service is $20,000 or less. Formal procedures are used when the value of the purchase /service is more than $20,000. Value of the purchase must include all costs associated with the purchase including all taxes, fees and freight as applicable.

Staff shall solicit quotations for informal bids by written request for proposal or qualifications, by telephone, or by electronic data exchange. Solicitation of formal purchases must be by Invitation for Bid (IFB), Request for Proposal (RFP) or Request for Qualification.

ISSUING THE QUOTE/BID/RFP/RFQ

Solicitations over $2,500 require competitive quotes. For informal purchases, staff are to make all reasonable attempts to obtain at least three written quotes/bids. Staff are encouraged to use the city's online bidding system which notifies businesses of various bid opportunities. The online system ensures the maximum exposure and competition. Departments may also maintain lists of potential firms.

- Departments shall solicit informal written bids or quotations from prospective vendors by written request, by telephone or by electronic data interchange.
- Quotations and written informal bids shall be submitted to the requestor who shall keep a record of the quotations, bids and open market orders as specified in the *Local Government Records Management Guidelines* after the submission or placing of the order. This record shall be kept open for public inspection.
- Award shall be to the lowest responsible bidder.
- Informal bids, offers and quotations may be rejected when in the best interest of the city to do so.

Exceptions to bidding: The informal/formal bid process may be bypassed in the following instances:

1. In cases of emergency. An emergency is defined as "an unforeseen circumstance or combination of circumstances calling for immediate action to procure materials, supplies, equipment or services in order to make repairs, safeguard lives or property, or maintain public health or welfare, as a result of

extraordinary conditions created by war, disease, weather, fire or other catastrophic or unforeseen occurrence, or imminent or actual failure of any plant, equipment, structure, street, or public work" (LMC 3.20.015). The Emergency Justification Form must be approved by the City Manager or their designee, whenever possible, prior to any purchase. If the purchase exceeds $10,000, immediately following the emergency, the appropriate Department Director shall prepare an agenda report to Council explaining the emergency and the items purchased.

2. When the commodity can be obtained from only one vendor due to:
    a. Product standardization by resolution of the city council;
    b. Need for branded replacement parts or supplies for equipment of like brand;
    c. When the City Council determines that the purchase or method of purchase would be in the best interest of the city (LMC 3.20.070).
    Unless already authorized by resolution, any purchase over $20,000 for this exception must be authorized by City Council.

3. When the professional service contract is for one of the following services:
    a. Legal defense, legal advice, or legal services;
    b. Architectural and engineering services, including but not limited to construction management, aerial photography, laboratory and material testing services;
    c. Accounting and financial services;
    d. Real estate appraisals;
    e. Transportation service consultants;
    f. Safety, environmental or hazardous material consultants;
    g. Workshops, seminars and conferences;
    h. Computer consulting services.
    Contracts for the above services shall be awarded on the basis of professional qualifications and experience, quality of service, past performance and negotiated prices (LMC 3.20.075). Contract awards over $20,000 for this exception must be approved by City Council.

4. When there exists other governmental contracts that are competitively bid (such as State Contracts, DGS, WSCA, Sourcewell, OMNIA Partners, NJPA) by another California public agency. Purchases over $20,000 for this exception requires approval by resolution of the City Council (LMC 3.20.045).

PROCUREMENT/PAYMENT METHODS

Purchase Order:

The Purchase Order (PO) is the main source and preferred method of encumbering and procuring materials over $2,500 and one-time services. The PO is used to communicate to a vendor the City's terms and conditions, authorizes an encumbrance of City funds and is a contractual agreement to order goods and services. The PO is used to process payment and track expenditures in the City's Financial System (MUNIS).

Important to our procurement process is the system of encumbrance accounting, which helps departments and Finance control department spending by knowing what amounts have been committed prior to the actual invoicing and payment of services. When a department makes a verbal commitment with a vendor and does not issue a purchase requisition and a purchase order is not created, it circumvents the entire budgetary control process. Verbal commitments with a vendor and the absence of a purchase order is not an acceptable

practice. Obtaining a purchase order from the purchasing processes in Munis is the main method of encumbering City funds.

Accounts Payable will pay approved vendor invoices with an appropriate and valid purchase order number issued from Munis. Invoices without an authorized purchase order may be returned to the department or vendor unpaid.

The City of Lodi has implemented a three-way match process in the Munis system. The requisition/purchase order must match the receipt of goods record which must match the vendor invoice. Any deviation from a three-way match will require a valid change order to be entered and approved in the Munis system. Invoices that do not conform to the three-way match will be returned to the department or vendor unpaid.

Professional Services Agreement: Services, as opposed to goods or materials, shall be procured using a professional services agreement (PSA) as created, revised as needed, by the City Attorney. A purchase order, with the appropriate terms and conditions, may be used when the services is of a one-time nature. Ongoing, recurring services shall be procured using a PSA.

Purchases of supplies and materials by vendors who supply their own terms and conditions instead of accepting the city's terms and conditions provided with a materials purchase order must be procured by PSA. The city attorney's office must approve any vendor terms and conditions.

Credit/Procurement Card (CAL-Card): The issuance of procurement cards (CAL-Card) are authorized to specified staff by resolution of the City Council. The CAL-Card is used as a purchase and payment method used to procure budgeted low value goods, typically up to $2,500. It may be used for higher value purchases when done so in accordance to the requirements of purchases greater than $2,500 as follows:

- CAL-card holder submits authorization for temporary CAL-card limit increase to CAL-Card administrator. Authorization is made by Department Director up to their authorized spending limits, City Manager up to $20,000, or resolution of the City Council.
- CAL-card holder submits competitive bid summary or justification for exception to bids as authorized in the Purchasing System to the CAL-card administrator.
- CAL-card holder submits approved insurance requirements if purchase is for a one-time service.
- All above documentation is to be included in the CAL-card statement/transaction reconciliation process in Munis.
- CAL-card administrator will provide a temporary increase to the CAL-card holder's limits (one-time purchase and monthly credit limit) to accommodate approved purchases over $2,500.

Cardholder and cardholder's approving official are responsible for proper use of the CAL-card program. See the CAL-Card Handbook, posted on the City's intranet, for policies and procedures.

Wire/Electronic Fund Transfer (EFT): A bank wire or an EFT is used as a limited payment method for transactions with large dollar amounts which are time sensitive. Types of payments which are routinely processed by means of bank wire or EFT are debt service payments, the purchase of securities, payroll expenses (Federal, State taxes, retirement, medical premiums, employee contributions to various entities, etc).

Section II
GENERAL SUPPLIES, MATERIALS AND EQUIPMENT

PURPOSE

Provide guidelines for the purchase of general supplies, materials and equipment. Supplies, materials and equipment shall consist of any and all articles or things which shall be furnished to or used by any department.

In instances where goods and services are purchased together from one vendor, this section shall only apply if the predominant portion of the purchase is goods. (For example, a purchase of equipment for $3,000 with a $300 installation fee would be covered under this section of the policy. A repair of equipment with $3,000 in labor and $300 in parts would be covered under Section III General Trade Services).

INFORMAL/UNSEALED QUOTES

Material/supply purchases exceeding $20,000 must be awarded by the City Council.

Informal bidding should be used to assure the most competitive price is received for an item, while avoiding the additional time and expense involved in formal bidding.

The Department/Division should make every reasonable attempt to obtain at least three quotes for all purchases between $2,500 and $20,000. However, it is understood that at times it is neither practical nor cost effective to continue soliciting quotes until three quotes are received. In the event that three viable quotes are not received, the division shall document what steps were taken to obtain quotes, any vendors contacted that declined to bid, and, if applicable, why it is not practical to receive three quotes.

Documentation: Quotes received must be documented to the satisfaction of the Budget Division. Ideally, documentation should include the name of the company bidding, the person giving the quote, items being quoted, the date and time of the contact, the amount quoted and any other relevant information.

Evaluating Quotes: The Department/Division shall evaluate the informal quotes received and determine the lowest most responsible quote. When evaluating quotes, please verify that like items are being evaluated (apples to apples). The City reserves the right to accept the quote which is in the best interest of the City.

Purchase Order: A purchase requisition detailing the vendor name, address, item(s) being purchased, total price including tax and shipping, and budget account to be charged shall be prepared in the MUNIS Financial System. A copy of the quotes/quote summary shall be attached to the purchase requisition. The Budget Division will review/approve the purchase requisition and convert the requisition to a Purchase Order. The Munis system will route the requisition to additional staff who are required to approve the requisition prior to conversion to purchase order.

FORMAL/SEALED BIDS

Material/supply purchases exceeding $20,000 must be awarded by a resolution of the City Council. The formal bid process is governed by section 3.20.100 of the Lodi Municipal Code.

Formal bidding shall be used to assure all possible vendors are given the opportunity to bid on major City purchases, thereby assuring the City that it has received the most competitive price. The formal process generally takes more time and expense than informal bidding.

Bid Package: The initiating department shall prepare a bid form including detailed specifications for the item to be purchased. The following format is suggested for competitive bids:

1. Submission of Bids – Include date, time, and location of bid opening. Include a detailed list of the information the bid or proposal should contain. The public notice shall state that bids are to be received by the Budget Manager no later than the advertised bid opening time.
2. Questions – List the name, address, and telephone number of the person to be contacted concerning questions about the project.
3. Background – Provide as much background as necessary to give the bidder an understanding of the environment in which the job will be performed and to which the job relates.
4. Scope of work – Describe in detail the requirements for the job and detail specifications.
5. Desired project schedule – be as specific as possible.
6. Minimum and desirable qualifications – Be as specific as possible.
7. Performance Bond – Whether a performance bond is required and if so, the amount and form of bidders security.

Notice inviting Bids: The initiating department shall also prepare a notice inviting bids that includes the following:

1. A general description of the item to be purchased.
2. A statement indicating where bid package, specifications and bonding requirements can be obtained.
3. A statement specifying the date, time and place for the opening of the bid.

Bid Opening:

1. Sealed paper bids shall be submitted to the Budget Manager.
2. Paper bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation to Bid.
3. Any bid received after the time specified in the notice shall be rejected.
4. When bidder's security is required, it will be announced in the public notice inviting bids. The amount shall be determined at the time of preparation of the bid. It shall be in the form of cash, certified or cashier's check, or bid bond made payable to the City of Lodi. When a bidder's security is required, a bid shall not be considered unless one of the aforementioned forms of security accompanies the bid.

Rejection of Bids: The City reserves the right to reject any and all bids, to accept or reject any one or more items of a bid, or to waive any irregularities or informalities in the bids or the bidding process if to do so is deemed to best serve the interest of the City.

Determining Lowest Responsible Bidder: Award to bid shall be to the lowest responsive and responsible bidder. The City reserves the right to accept that bid which is in the best interest of the City. When selecting the recommended bidder the Department/Division will take into consideration:

1. Price
2. Ability, capacity, and skill, warranty
3. Ability to meet time requirements
4. Character, integrity, and reputation
5. Previous vendor experience
6. Financial resources available for contract performance

7. Ability to provide future maintenance and service, if necessary

Awarding the Bid: Once the bids have been evaluated, the Department/Division shall prepare an agenda report to Council recommending the most responsive and responsible bidder. The Council shall then award the bid in a public meeting.

Purchase Order: A purchase requisition detailing the vendor name, address, item being purchased, total price including tax and shipping, and budget account to be charged shall be prepared in the MUNIS Financial System. A copy of the bid/bid summary shall be attached to the purchase requisition. The Budget Division will review/approve the purchase requisition and convert the requisition to a Purchase Order. The Munis system will route the requisition to additional staff who are required to approve the requisition prior to conversion to purchase order.

Change Orders: Change orders to purchases orders are allowable up to $20,000 in aggregate purchase. Change orders exceeding a $20,000 aggregate purchase must be brought to City Council for approval. Change orders are entered into the Munis system by the requesting department/division. The Munis system will route the change order to additional staff who are required to approve the requisition prior to being added to the purchase order. Once the change order has been made, the department/division must submit the updated order to the vendor.

Restrictions: Any purchase of supplies, materials, equipment or services contrary to the city's Purchasing System Ordinance:

- Such purchases are void and not considered an obligation of the City.
- Invoices may be returned to the contractor/service provider unpaid.
- The department director of the department ordering the unauthorized purchase may be held personally liable for the costs of the purchase or contract (LMC 3.20.140)

Section III
PROFESSIONAL SERVICES

PURPOSE

Provide guidelines for the purchase of professional services. Professional services are those activities performed by a consultant or firm who possesses a high degree of expertise in a particular profession. This would generally include (but not be limited to) architectural, landscape architectural, engineering, environmental, land surveying, construction project management, accounting/auditing, financial, legal, and other administrative services.

INFORMAL REQUEST FOR PROPOSAL OR REQUEST FOR QUALIFICATIONS

Professional service contracts exceeding $20,000 must be awarded by resolution of the City Council.

An informal Request for Proposal (RFP) or a Request for Qualifications (RFQ) process shall be used for any solicitation under $20,000, except those service exempted from bidding per Section I – General; *Exception to Bidding.* These professional service agreements shall have sufficient documentation of background analysis to support the contract. Informal solicitations should be used to assure quality services are received for a reasonable price.

The Department/Division shall strive, whenever possible, to solicit at least three qualifications/proposals in writing. It is important that the specifications are accurate and comprehensive.

Documentation:
Informal quotations must be documented to the satisfaction of the Budget Division. Documents should include:

1. The name of the company.
2. The person giving the quote.
3. The date and time the quotes were received.
4. Understanding of the required scope of services.
5. Specialized experience of the firm and its personnel relative to the required services.
6. References who can be contacted to verify past record of performance, i.e., completion of quality product, in a timely manner, and within budget constraints.
7. The capacity of the firm to perform the subject project within a required timeframe.
8. Estimated price.

Evaluating Informal RFP/RFQ:
The Department/Division Head or designee(s) shall select the consultant which, in their evaluation process, is the most qualified to perform the work. The evaluation and selection process shall be based upon the following considerations:

1. General quality and responsiveness to the request, including but not limited to:
    - Responsiveness to the terms, conditions, and items of performance;
    - Grasp of the problem, work to be performed, and approach to be used
2. Organization and personnel making the proposal;
    - Evidence of good organizational management practices.
    - Qualification of the personnel.

- Specialized experience of the firm and its personnel relative to the required services.
- References who can be contacted to verify past record of performance (i.e., completion of a quality product in a timely manner and within budget constraints).
- Previous consultant experience.
- The final condition of the firm.
- Capacity of the firm to perform the subject project within a required timeframe.

3. If appropriate, the price, in any of the following formats, may be considered.
   - Total price and price breakdown.
   - Price range.
   - Cost schedule.

Negotiation:
The Department Head or designee(s) shall discuss with the highest ranked firm(s) the requirements of the project, the scope of services needed to meet the requirements, and negotiate a reasonable fee/contract for the established work assignment.

Contract Procedure:
The City Clerk's office has prepared instructions and routing procedures for the contract process. These documents, including a fillable Contract Routing Slip, can be found on the City Clerk's intranet page. The Contract Routing Slip will guide the user of the needed items and timeline for any contracts needing Council authorization. Follow the guidelines set forth in the Contract Routing Slip. Below are items the departments must include in the routing of their contracts.

- A Professional Services Agreement (PSA) or miscellaneous contract shall be prepared detailing the consultant's name, service being purchased, and total price of the service being purchased. Exhibits to the contract may include the scope of services, fee proposal, insurance requirements, and insurance certificate with any required endorsements. Do not make any revisions/additions to the standard PSA without written approval of the City Attorney's office. Three copies of the PSA or contract are to be included in the routing package. Departments are to obtain the signature of the vendor prior to routing.
- The issuing Department/Division will obtain a completed IRS form W-9 from the vendor.
- Proof of insurance in accordance with the contract shall be obtained. This includes an insurance certificate and any additional ensured endorsement. An insurance matrix and additional insurance requirements can be found on the Risk Management section of the city's intranet site. The city uses PINS Advantage to acquire vendor insurance certificates. Contact the Risk Manager's office for access to this online system.
- If the vendor is located in, or performs services within city limits or if vendor delivers products in company owned vehicles, a Business License is required.
- One original copy of the executed contract shall be returned to the vendor, the issuing Department shall keep the second copy and the third copy shall remain in the City Clerk's Office.
- The Department submits a copy of the contract to Accounts Payable for entry into the contracts module of the Munis system. The contract will be entered as either a "not to exceed" amount or an encumbered contract.
    - A "not to exceed" contract uses the budget controls set up on the account number used in Munis and no encumbrance is made. The contract expires upon the date specified in the contract or when the "not to exceed" value has been reached. Extending the contract would require an addendum to the contract.

- An encumbered contract must have available budget to be encumbered. Capital project contracts must be encumbered.

Renewals:
Contracts for ongoing services may include annual renewal provisions for up to four additional years if specified in the contract. However, all contracts that exceed $20,000 in overall contract costs must be approved by resolution of the City Council.

Change Orders:
The City Manager is authorized to issue change orders for changes or additions to the original purchase that result in no more than a $20,000 aggregate cost. Change orders in excess of the $20,000 aggregate change in purchase price shall be brought to the City Council for approval. For purchases over $20,000, staff may include a change order provision in the original award brought before City Council. Change orders in excess of any City Council authorized amounts will require additional City Council approval.

FORMAL REQUEST FOR PROPOSAL OR REQUEST FOR QUALIFICATIONS

Professional service contracts exceeding $20,000 must be awarded by the City Council.

A Formal sealed Request for Proposal (RFP) or a Request for Qualifications (RFQ) process shall be used, for any solicitation exceeding $20,000, thereby assuring the City that it has engaged the most qualified consultant available for the engagement. The formal solicitation process generally takes more time and expense than informal solicitations of qualifications.

The Formal Request for Proposal or Request for Qualifications shall include:

Developing the RFP or RFQ:
Because RFP's and RFQ's ask for a subjective product, they should contain the greatest detail possible, and may include the following:

1. A precise description of the problem or objective
2. The services to be performed
3. The product to be provided
4. The anticipated time schedule for:
   - Submittal of RFP/RFQ (date and time)
   - Any pre-proposal conference (date, time and location)
   - Review and evaluation of the proposals
   - Award of the contract
   - Commencement of the work on the project
   - Completion date
5. Evaluation factors and the relative importance of each
6. Expectations or limitations on the part of the City
   - The format, form and quantity of any expected reports
   - The extent/nature of assistance/cooperation available from the City
7. Expected content of the RFP/RFQ, including:
   - The overall description of techniques to be used
   - Listing of similar services provided to other clients

- Listing of available references to contact
- Description and qualifications of assigned lead and supporting personnel
- Time and staff expected to be expended
- Facilities and equipment to be used
- Portion of contract to be performed by sub-contractors
- Subcontractors / Sub consultants qualifications
- Cost, in summary and total, and desired method of payment. The RFP/RFQ for services may, but is not required to; state the amount budgeted for the service.

8. Contractual requirements including, but not limited to:
   - Prohibition against assignment
   - Indemnification
   - Insurance requirements
   - Warranties
   - Compliance with federal, state and City laws, rules and regulations
   - Compliance with any grant related regulations
   - Sample contract

Issuing the RFP/RFQ:

1. To ensure maximum exposure and competition, the issuing department shall prepare and submit the RFP/RFQ documents to the City's online bid system
2. A reasonable length of time between solicitations and closing dates must be allowed to provide potential respondents time for preparation in accordance with the complexity, the size of the project, and the scope of the advertising.
3. City staff may conduct conferences to explain the requirements of the project. A sufficient amount of time should be allowed after the RFP/RFQ has been issued to allow potential respondents to become familiar with the project. Any clarification or changes required to the RFP/RFQ, as a result of the conference, shall be added as a written amendment. A summary of the conference shall be provided to all prospective respondents receiving the request.
4. Amendments should be used to make any changes in quantities descriptions, schedules, or to correct defects or ambiguities in the original RFP/RFQ. Amendments are provided to ensure that all potential respondents are furnished with the same information with which to prepare proposals. Amendments to the RFP/RFQ shall be identified as such and shall require acknowledgment as such by firms receiving the RFP/RFQ within a reasonable time period before the closing date. If the time and date established for the receipt of proposals does not allow sufficient time for consideration and changes, the time and date will be modified by amendment.

Proposal Opening:

1. Proposals shall be submitted to the Budget Manager and shall be clearly identified with the Proposal on the envelope.
2. Any proposal received after the time specified in the RFP/RFQ shall be returned unopened.
3. Respondents may modify or withdraw their proposals prior to the established closing date and time, without penalty. However, any modifications submitted after the established closing date and time will not be accepted. Such modifications will be returned to the respondent, unopened.
4. Proposals and modifications shall be shown only to the evaluation committee personnel, the City Clerk or his/her designee, the Department Head and the Budget Manager until a recommendation is made to Council or all proposals have been rejected.

Rejection of Proposals:
The City reserves the right to reject any and all proposals, to accept or reject any one or more items of a proposal, or to waive any irregularities or informalities in the proposal or the RFP/RFQ process if to do so is deemed to best serve the interests of the City.

Evaluation Factors and Method:

1. Because unique services are requested, cost is not considered the primary selection criteria.
   - General quality and responsiveness of the proposal, including but not limited to:
     - o Responsiveness to the terms, conditions, and items of performance;
     - o Completeness and thoroughness of the proposal;
     - o Grasp of the problem, work to be performed, and approach to be used.
   - Organization and personnel making the proposal:
     - o Evidence of good organizational and management practices.
     - o Qualification of the personnel.
     - o Specialized experience of the firm and its personnel relative to the required services.
     - o References who can be contacted to verify past record of performance, i.e., completion of a quality product, in a timely manner, and within budget constraints.
     - o The financial condition of the firm.
     - o Capacity of the firm to perform the subject project within a required time frame
   - If appropriate, the price, in any of the following formats, may be considered.
     - o Total price and price breakdown.
     - o Price range.
     - o Cost schedule.
2. A Selection Committee shall be formed to evaluate the submitted data and determine the consultants that should receive further consideration. The Committee shall be appointed by the issuing department and may consist of more than one department.
3. The Selection Committee may choose to interview all of the responding consultants, only the top few ranking consultants or to not perform interviews.
4. After the interviews (if applicable), the Selection Committee shall rank the consultants based on their proposals, interviews, and references.

On-Call (Ongoing) Professional Services:

1. In some instances it is in the best interest of the City to have on-call contracts with multiple consultants for the same or very similar services (i.e. services that can be defined as to scope of work but not as to required events such as soils testing, contract building inspection services, architectural services, etc.) These services would best be handled by establishing an eligibility list and by entering into annual on-call processional service contracts.
2. The process for selecting firms for annual ongoing professional service contracts shall be generally the same as for other professional services contracts. However, multiple firms may be awarded an on-call contract based on the RFP/RFQ process and may be placed on the eligibility list. Additional firms/individuals may also be awarded contracts and placed on the eligibility list at a later date, using the RFP/RFQ process without impacting contracts currently in place.
3. As events occur and need arises, work may be assigned to the consultants on the eligibility list. The Department Head shall make a reasonable attempt to rotate work between consultants subject to availability and special needs or by soliciting proposals from the consultants on the eligibility list.

Negotiation:
The Department Head or designee(s) shall discuss with the highest ranked firm(s) the requirements of the project, the scope of services needed to meet the requirements, and negotiate a reasonable fee/contract for the established work assignment.

Awarding the Contract:
The Department Head/Division Head shall prepare an agenda report to City Council recommending the most responsive consultant. The Council shall then award the contract in a public meeting. All contracts exceeding $20,000 must be awarded by resolution of the City Council. Otherwise:

- 1. Such purchases are void and not considered an obligation of the City.
- Invoices may be returned to the contractor/service provider unpaid.
- The department director of the department ordering the unauthorized purchase may be held personally liable for the costs of the purchase or contract (LMC 3.20.140)

Contract Procedure:
The City Clerk's office has prepared instructions and routing procedures for the contract process. These documents, including a fillable Contract Routing Slip, can be found on the City Clerk's intranet page. The Contract Routing Slip will guide the user of the needed items and timeline for any contracts needing Council authorization. Follow the guidelines set forth in the Contract Routing Slip. Below are items the departments must include in the routing of their contracts.

- A Professional Services Agreement (PSA) or miscellaneous contract shall be prepared detailing the consultant's name, service being purchased, and total price of the service being purchased. Exhibits to the contract may include the scope of services, fee proposal, insurance requirements, and insurance certificate with any required endorsements. Do not make any revisions/additions to the standard PSA without written approval of the City Attorney's office. Three copies of the PSA or contract are to be included in the routing package. Departments are to obtain the signature of the vendor prior to routing.
- The issuing Department/Division will obtain a completed IRS form W-9 from the vendor.
- Proof of insurance in accordance with the contract shall be obtained. This includes an insurance certificate and any additional ensured endorsement. An insurance matrix and additional insurance requirements can be found on the Risk Management section of the city's intranet site. The city uses PINS Advantage to acquire vendor insurance certificates. Contact the Risk Manager's office for access to this online system.
- If the vendor is located in, or performs services within city limits or if vendor delivers products in company owned vehicles, a Business License is required.
- One original copy of the executed contract shall be returned to the vendor, the issuing Department shall keep the second copy and the third copy shall remain in the City Clerk's Office.
- The Department submits a copy of the contract to Accounts Payable for entry into the contracts module of the Munis system. The contract will be entered as either a "not to exceed" amount or an encumbered contract.
    - A "not to exceed" contract uses the budget controls set up on the account number used in Munis and no encumbrance is made. The contract expires upon the date specified in the contract or when the "not to exceed" value has been reached. Extending the contract would require an addendum to the contract.
    - An encumbered contract must have available budget to be encumbered. Capital project contracts must be encumbered.

Renewals:
Contracts for ongoing services may include annual renewal provisions for up to four additional years. However, all contracts that exceed $20,000 in overall contract amount must be approved by the City Council.

Change Orders:
The City Manager is authorized to issue change orders for changes or additions to the original purchase that result in less than $20,000 aggregate change in purchase price. Change orders in excess of the $20,000 aggregate change in purchase price shall be brought to the City Council for approval. For purchases over $20,000, staff may include a change order provision in the original award brought before City Council. Change orders in excess of any City Council authorized amounts will require additional City Council approval

Section IV
Purchases with Federal Grant Funds

The following section is being added to the Purchasing Policy to establish standards for the procurement of supplies, equipment, real property and other services as required by 2 CFR 200.318 through 200.326 to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards commonly called "Uniform Guidance".

When using federal grant funds, follow applicable state statutes and rules and local policies only to the extent that those statutes, rules, and policies do not conflict with the Uniform Administrative Requirements (UAR) outlined below. 2 CFR 200.318(a)

Contract performance and payments must be monitored during the course of the contract. 2 CFR 200.318(b).

Written standards of conduct and Conflict of Interest:
No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she [the employee, officer, or agent], any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ

- the employee, officer, or agent;
- an immediate family member of the employee, officer, or agent; or
- the partner of the employee, officer, or agent has a financial or other interest in or will receive a tangible personal benefit from a firm considered for the contract. Officers, employees, and agents must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. 2 CFR 200.318(c)(1)

Before starting a procurement process:
Review all proposed procurements to avoid unnecessary/duplicative purchases of equipment, supplies, and services. Consider whether it will it save money/time to consolidate procurements; if so, consolidate. If relevant, consider whether a lease or a purchase is the most economical approach (and document how you came to your decision). 2 CFR 200.318(d).

Look for state or local intergovernmental agreements (such as competitive bidding group purchasing programs, state term contracts, GSA contracts, or formal intergovernmental agreements—but get awarding agency approval before using one of those agreements. 2 CFR 200.318(e).

<u>Purchasing Guidelines</u>

Documentation:
Keep records showing:

- Basis for vendor selection;
- Documentation of lack of competition when competitive bids or offers are not obtained;
- Why you chose a specific procurement method;
- The basis for your award (why did you select the contractor or vendor you selected? Why did you reject the others?)
- The basis for the contract price; and
- Any other significant decisions that were a part of the procurement process.

Award only to "responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement." In determining which contractors are responsible, you must consider "matters such as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources." 2 CFR 200.318(h). (Note: This means that your solicitation documents must ask for information that will allow you to assess whether a contractor is "responsible.")

Keep records to detail the history of each procurement. These records must include, at least, records showing your rationale for (1) the method of procurement, (2) the selection of contract type, (3) contractor selection or rejection, and (4) the basis for the contract price. 2 CFR 200.318(i)

Prohibit awarding time and materials type contracts unless (1) you have determined that no other contract is suitable and (2) the contract includes a ceiling price that the contractor exceeds at its own risk. The UAR defines a time and materials type contract as "a contract whose cost to a non-Federal entity is the sum of: (1) the actual cost of materials; and (2) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit." 2 CFR 200.318(j). For the purposes of this policy, the term "non-Federal Entity" means the City of Lodi.

Restricting competition. The following actions on procurements funded with federal grants are prohibited:

- Allowing contractors that develop or draft specifications, requirements, statements of work, invitations for bids, or requests for proposals to compete for such procurements;
- Placing unreasonable requirements on firms for them to qualify to do business (if you're not sure if a requirement is unreasonable, ask the Federal awarding agency);
- Requiring unnecessary experience or excessive bonding;
- Permitting noncompetitive pricing practices between companies;
- Awarding contracts to consultants on "retainer" contracts; Permitting organizational conflicts of interest;
- Specifying a brand name product without permitting an equal product to be offered, and without describing the performance requirements that must be met for a product to qualify as an equal;
- Acting arbitrarily in awarding contracts. 2 CFR 200.319(a).

Prohibit awards based on local geographic preferences, except where applicable Federal statutes expressly mandate or encourage geographic preference. However, geographic location may be a selection criteria when awarding contracts for architectural or engineering services, provided that using such criteria "leaves an appropriate number of qualified firms" to compete for the work, "given the nature and size of the project." 2 CFR 200.319(b).

All solicitations must identify (1) all requirements which the offerors must fulfill and (2) all other factors to be used in evaluating bids or proposals. 2 CFR 200.319(c)

If you use prequalified lists of entities or products when procuring goods or services, make sure those lists are "current and include enough qualified sources to ensure maximum open and free competition," and do not preclude other potential entities or products from participating in the solicitation. 2 CFR 200.319(d).

Methods of Procurement to be Followed

Procurement by sealed bids require formal advertising. Bids are publicly solicited (Post to the online bid notification system) and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction.

In order for sealed bidding to be feasible, the following conditions should be present:

- A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsible bidders are willing and able to compete effectively for the business; and
- The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- The invitation for bids must be publicly advertised, providing suppliers sufficient response time prior to the date set for opening the bids;
- The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- The bids must be opened publicly at the time and place prescribed in the invitation for bids;
- A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- Any or all bids may be rejected if there is a sound documented reason. 2 CFR 200.320(c)

Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- Proposals must be solicited from an adequate number of qualified sources;
- The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort. 2 CFR 200.320(d)

Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- The item is available only from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

- The Federal awarding agency expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- After solicitation of a number of sources, competition is determined inadequate. 2 CFR 200.320(f)

Take certain steps to assure that minority firms and women's business enterprises are used when possible. These steps are:

- Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- Divide total requirements into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- Establish delivery schedules which encourage participation by small and minority businesses and women's business enterprises;
- Use the services and assistance of the Small Business Administration (www.sba.gov) and the Minority Business Development Agency of the Department of Commerce (www.mbda.gov); and
- Require prime contractors to take the same steps listed above. 2 CFR 200.321

Contract Cost and Price

Perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold ($150,000), including contract modifications. Make the Independent Cost Estimates (ICE) before receiving bids or proposals. 2 CFR 200.323(a)

Negotiate profit as a separate element of the price (1) for each contract in which there is no price competition and (2) in all cases where cost analysis is performed. 2 CFR 200.323(b)

A prohibition on using "cost plus a percentage of cost" or "percentage of construction cost" methods of contracting. 2 CFR 200.323(d)

Federal Awarding Agency Review

The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase. 2 CFR 200.324(a)

The non-Federal entity must make available upon request, for the Federal awarding agency pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
- The procurement is expected to exceed the Simplified Acquisition Threshold ($150,000) and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

- The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
- The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold. 2 CFR 200.324(b)

The non-Federal entity is exempt from the pre-procurement review in the above paragraph if the Federal awarding agency determines that its procurement systems comply with the standards of this part.

- The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
- The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review. 2 CFR 200.324(c)

Bonding Requirements

For construction or facility improvement contracts or sub contracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency may accept the bonding policy and requirements of the agency provided that the Federal awarding agency has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. 2CFR 200.325(a);
- A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. 2CFR 200.325(b);
- A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. 2CFR 200.325(c).

Contracting Provisions

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A)Remedies: Contracts for more than the simplified acquisition threshold currently set at$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address

administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B)Termination: All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C)Equal Employment Opportunity: Except as otherwise provided under41 CFR Part60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR12319, 12935, 3 CFR Part,1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246Relating to Equal Employment Opportunity," and implementing regulations at41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D)Davis-Bacon Act, as amended: (40U.S.C. 3141-3148).When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40U.S.C. 3141-3144) as supplemented by Department of Labor regulations (29 CFR Part 5,"Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contractor subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland "Anti-Kickback" Act**: (40 U.S.C. 3145),a s supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act: (40 U.S.C. 3701- 3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding

agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act: (42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension: (Executive Orders 12549 and 12689) – Verify that a vendor is not debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. Confirm and document that vendors are not on the federal government's Excluded Party list found at www.sam.gov.

(I) Byrd Anti-Lobbying Amendment: (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not use, and has not used, Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

AGENDA ITEM C-17

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Transfer the Balance of the Parks, Recreation, and Cultural Services (PRCS) Donation Expendable Trust Into the PRCS and Capital Fund Balance ($139,138.23)

MEETING DATE: August 19, 2020

PREPARED BY: Parks, Recreation and Cultural Services Interim Director

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RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to transfer the balance of the Parks, Recreation, and Cultural Services (PRCS) Donation Expendable Trust into the PRCS and Capital Fund Balance ($139,138.23).

BACKGROUND INFORMATION: Beginning in the year 2000, donations made to PRCS by community members and businesses were tracked in a database and deposited into an expendable trust account. Donations received throughout the years that were designated for certain projects have been completed; the remaining funds are undesignated to be used at the department's discretion within the general categories the donations were originally intended for.

Currently, a balance of $139,138.23 remains in the PRCS expendable trust. PRCS would like to transfer the remaining balance in the donation expendable trust into the PRCS fund balance to use on park projects and recreation programs. The City has tracked donations by their initial intended purpose. Due to donations in excess of specified projects, the City has $39,665.58 in donations for capital projects and $99,472.65 in donations for generic recreation programs.

Beginning in 2016, the City ceased accepting direct monetary donations for undesignated projects. Donations for undesignated PRCS projects are now accepted by the Lodi Community Foundation. This item is to close the City's local donation accounts and put the money to use within PRCS.

Staff recommends that the City Council authorize the City Manager to transfer the funds in the amount of $39,665.58 from account 140.23702 into fund 432-Parks Capital and $99,472.65 from account 140.23702 into fund 200-PRCS Fund Balance.

FISCAL IMPACT: Transfer $39,665.58 from 140.23702 into fund 432 (PRCS Capital) and $99,472.65 from fund 140.23702 into fund 200 (PRCS Fund Balance)

FUNDING AVAILABLE: The source of the transfer is donations received by the City for PRCS functions.

_____
Andrew Keys, Deputy City Manager/Internal Services Director

_____
Anwan Baker
Interim Parks, Recreation and Cultural Services Director

AB\MM:tl
cc: City Attorney

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO TRANSFER THE
BALANCE OF THE PARKS, RECREATION AND CULTURAL
SERVICES (PRCS) DONATION EXPENDABLE TRUST INTO
THE PRCS AND CAPITAL FUND BALANCE ($139,138.23)

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WHEREAS, beginning in the year 2000, donations made to Parks, Recreation and Cultural Services (PRCS) by community members and businesses were tracked in a database and deposited into an expendable trust account, and

WHEREAS, donations received throughout the years that were designated for certain projects have been completed; the remaining funds are undesignated to be used at the department's discretion within the general categories the donations were originally intended for; and

WHEREAS, a balance of $139,138.23 remains in the PRCS expendable trust.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to transfer the funds in the amount of $39,665.58 from account 140.23702 into fund 432-Parks Capital, and $99,472.65 from account number 140.23702 into fund 200-PRCS Fund Balance.

Dated: August 19, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 19, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

2020-____

AGENDA ITEM C-18

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Accepting Public Improvements for 1170 South Guild Avenue (Vaz Trucking) Project

MEETING DATE: August 19, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution accepting public improvements for 1170 South Guild Avenue (Vaz Trucking) Project.

BACKGROUND INFORMATION: The Lodi Grape Station, LLC (Developer) submitted a building permit application (No. 20191177) to construct a truck warehouse on the property located at 1170 South Guild Avenue, as shown on Exhibit A.

The Vaz Trucking Project included the installation of off-site and on-site public improvements which were part of, or appurtenant to, the project. The public improvements included frontage improvements on Guild Avenue and installation of an on-site public water main.

The public improvements have been completed in substantial conformance with City policy and other requirements of City codes have been met. The developer has provided the required maintenance bond.

Staff recommends accepting public improvements for 1170 South Guild Avenue (Vaz Trucking) Project.

FISCAL IMPACT: There will be a slight increase in maintenance costs associated with the new public improvements.

FUNDING AVAILABLE: Not Applicable.

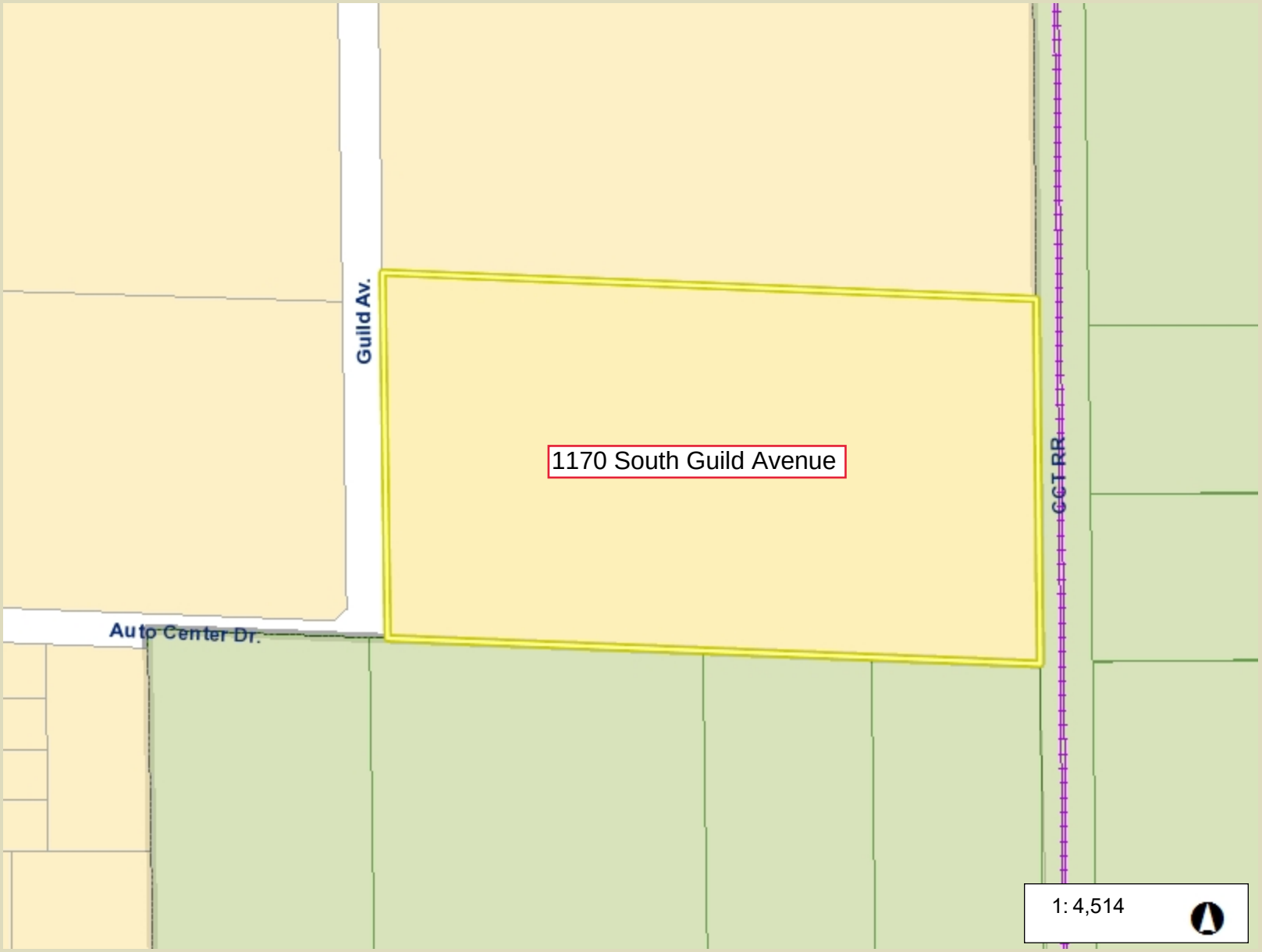
Charles E. Swimley, Jr.
Public Works Director

Prepared by Karissa Kiriu, Assistant Engineer
CES/KTVK/tc
Attachment

cc: City Attorney
Deputy Public Works Director/City Engineer
Assistant Engineer, Kiriu
Senior Engineering Technician, Wiman
Lodi Grape Station, LLC

APPROVED: _____
Stephen Schwabauer, City Manager

Exhibit A



Legend

Landmarks
- ARCH
- CITYBUILDINGS
- CITYHALL
- COURT
- DOGPARK
- FIRESTATIONS
- HIGH SCHOOLS
- HOSPITALS
- LIBRARY
- LND-MRKS
- PARKS
- POLICE
- POST OFFICE
- SCHOOLS
- SKATEPARK
- SOFTBALL
- STADIUM
- THEATRE
- TRAIN

Railroads
Waterbodies
Canal
Street Names
Basins
Parks
Schools
Parcels 2nd Story
- Inner Parcels

752 0 376 752 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

© City of Lodi Geographic Information Systems

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Vaz Trucking
1170 South Guild Avenue
Lodi, CA 95240

When Recorded Please Return to:
Lodi City Clerk
P.O. Box 3006
Lodi, CA 95241-1910

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
ACCEPTING 1170 SOUTH GUILD AVENUE (VAZ
TRUCKING) PROJECT PUBLIC IMPROVEMENTS

==========

WHEREAS, the Lodi Grape Station, LLC (Developer) submitted a building permit application (No. 20191177) to construct a truck warehouse on the property located at 1170 South Guild Avenue; and

WHEREAS, the Vaz Trucking Project included the installation of off-site and on-site public improvements which were part of, or appurtenant to, the project and the public improvements included frontage improvements on Guild Avenue and installation of an on-site public water main; and

WHEREAS, the public improvements have been completed in substantial conformance with City policy, and other requirements of City codes have been met, and the developer has provided the required maintenance bond; and

WHEREAS, staff recommends accepting 1170 South Guild Avenue (Vaz Trucking) Project public improvements.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby accept 1170 South Guild Avenue (Vaz Trucking) Project public improvements.

Dated: August 19, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 19, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM C-19

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Accepting Public Improvements for the Lodi Bowling Alley Project

MEETING DATE: August 19, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution accepting public improvements for the Lodi Bowling Alley Project.

BACKGROUND INFORMATION: Mary Haddad (Developer) submitted a building permit application (No. 20182145) to construct a two-story bowling alley equipped with a bar and banquet room on the properties know as 302, 306, 310, 316, 322, and 400 North Sacramento Street, shown in Exhibit A.

The project included the installation of public improvements which were part of, or appurtenant to, the project. The public improvements included frontage improvements on Sacramento Street and Lockeford Street and installation of a water main in Lockeford Street.

The public improvements have been completed in substantial conformance with City policy and other requirements of City codes have been met. The developer has provided the required maintenance bond.

Staff recommends accepting the public improvements for the Lodi Bowling Alley Project.

FISCAL IMPACT: While this Council action has no fiscal impact, accepting the improvements allows for the successful completion of the bowling alley which will provide new revenues to the City.

FUNDING AVAILABLE: Not Applicable.

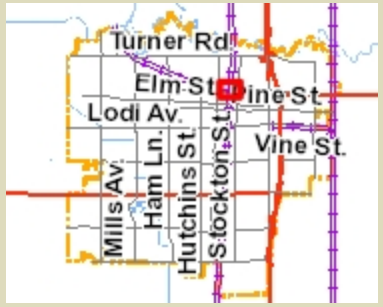
Charles E. Swimley, Jr.
Public Works Director

Prepared by Karissa Kiriu, Assistant Engineer
CES/KTVK/tc
Attachment

cc: City Attorney
Deputy Public Works Director/City Engineer
Assistant Engineer, Kiriu
Senior Engineering Technician, Wiman
Mary Haddad, Developer/Owner

APPROVED: _____
Stephen Schwabauer, City Manager

Exhibit A



Legend

Landmarks
- ARCH
- CITYBUILDINGS
- CITYHALL
- COURT
- DOGPARK
- FIRESTATIONS
- HIGH SCHOOLS
- HOSPITALS
- LIBRARY
- LND-MRKS
- PARKS
- POLICE
- POST OFFICE
- SCHOOLS
- SKATEPARK
- SOFTBALL
- STADIUM
- THEATRE
- TRAIN

Railroads
Waterbodies
Canal
Street Names
Basins
Parks
Schools
Parcels 2nd Story
Inner Parcels

388 0 194 388 Feet

NAD_1983_StatePlane_California_III_FIPS_0403_Feet

© City of Lodi Geographic Information Systems

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

Lodi Bowling Alley
302 thru 400 North Sacramento Street
Lodi, CA 95240

When Recorded Please Return to:
Lodi City Clerk
P.O. Box 3006
Lodi, CA 95241-1910

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
ACCEPTING LODI BOWLING ALLEY PROJECT
PUBLIC IMPROVEMENTS

==========

WHEREAS, Mary Haddad (Developer) submitted a building permit application (No. 20182145) to construct a two-story bowling alley equipped with a bar and banquet room on the properties known as 302, 306, 310, 316, 322, and 400 North Sacramento Street; and

WHEREAS, the project included the installation of public improvements which were part of, or appurtenant to, the project and the public improvements included frontage improvements on Sacramento Street and Lockeford Street and installation of a water main in Lockeford Street; and

WHEREAS, the public improvements have been completed in substantial conformance with City policy, and other requirements of City codes have been met, and the developer has provided the required maintenance bond; and

WHEREAS, staff recommends accepting Lodi Bowling Alley Project public improvements.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby accept the Lodi Bowling Alley Project public improvements.

Dated: August 19, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 19, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

AGENDA ITEM **C-20**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt a Resolution Reaffirming the Ratification of the City Manager's Proclamation Finding the Continued Existence of a Local Emergency and Rendering Certain Emergency Orders, Including an Increase Related to the Local Emergency in the City Manager's Contracting Authority for Services and Goods to a Maximum Amount of $250,000 for the Duration of the Local Emergency

MEETING DATE: August 19, 2020

PREPARED BY: City Attorney

RECOMMENDED ACTION: Staff recommends that the City Council adopt a resolution reaffirming the ratification of the City Manager's proclamation finding the continued existence of a local emergency and rendering certain emergency orders, including an increase related to the local emergency in the City Manager's contracting authority for services and goods to a maximum amount of $250,000 for the duration of the local emergency.

BACKGROUND INFORMATION: At 8:00 a.m. on March 16, 2020, the City Manager declared a Local Emergency pursuant to his authority under Lodi Municipal Code section 2.32.060(A)(1). The declaration was confirmed by the City Council on March 18, 2020 (Gov. Code §8630). Action was taken in response to an outbreak of Novel Coronavirus Disease (COVID-19) in San Joaquin County.

An outbreak of Novel Coronavirus Disease (COVID-19) has spread throughout numerous countries and across the United States. As of July 23, 2020, there are a total of 9,595 confirmed cases of COVID-19 in San Joaquin County (the number of cases on June 23rd was 2,560); the rolling 14-day total number of cases is 2,169, significantly in excess of the 190 limitation under the County's attestation. There are currently 98 COVID-19 fatalities (over double the fatalities reported on June 23rd); confirmed COVID positive hospitalizations have increased to 240 on July 22 (the attestation limit is 20), with 73 of those patients currently in ICU representing 56% of all ICU occupancies and there are 44 suspected COVID-19 patients hospitalized with 7 of those in the ICU. County wide, total ICU occupancy including both COVID-19 and non COVID-19 patients is 138% of capacity as of July 22. Adventist Health Lodi Memorial Hospital (LMH) currently has 40 COVID-19 positive patients and 11 of its 16 ICU patients are COVID-19 positive patients. Because of the high number of COVID-19 related cases and the overburdened ICU's in the County, the state and federal government have sent a special team to assist at LMH and also at Dameron Hospital in Stockton. There is continued evidence of community spread, currently there are 91 identified outbreaks within the County and County Public Health Services anticipates the number of confirmed cases and hospitalizations will continue to increase over the next three to four weeks.

APPROVED: _____
Stephen Schwabauer, City Manager

COVID-19 is an infectious disease that causes respiratory illness and in some cases can result in lung lesions and pneumonia. Experts believe that a large majority of those infected will have mild cases that often resemble the flu; however, some will have more serious symptoms requiring hospitalization, particularly individuals who are over 65 years of age or have underlying chronic health conditions or immunodeficiency.

It is imperative for the City to continue preparations for and respond to suspected or confirmed cases of COVID-19 and to implement measures to mitigate the spread of COVID-19 within our community, and continue preparations to respond to an increasing number of persons requiring medical care or hospitalization.

On March 4, 2020, the Governor of the State of California proclaimed a State of Emergency in California after making a determination that:

1. The conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and

2. Local authority is inadequate to cope with the threat posed by COVID-19.

On March 11, 2020, the World Health Organization declared Novel Coronavirus Disease (COVID-19) a "public health emergency of international concern" and referenced the event as a pandemic.

On March 12, 2020, San Joaquin County Public Health Services (PHS) declared a local health emergency pursuant to Health & Safety Code Section 101080.

At 10:00 a.m. on March 12, 2020, the City of Lodi opened its Emergency Operations Center (EOC).

On March 13, 2020, the President of the United States of America declared a National State of Emergency in response to the spread of COVID-19 within the United States.

On March 16, 2020, the City Manager declared a Local Emergency pursuant to his authority under Lodi Municipal Code section 2.32.060(A)(1) in response to an outbreak of Novel Coronavirus Disease (COVID-19) in San Joaquin County, the declaration of a local health emergency by PHS, and the President's declared National State of Emergency. On March 18, 2020, the City Council ratified the proclamation of local emergency pursuant to Government Code Section 8630. Council reaffirmed the ratification of the proclamation on April 15, 2020, May 6, 2020, June 3, 2020, June 30, 2020, and July 28, 2020 as required by the Government Code.

On March 20, 2020, the Public Health Officer of San Joaquin County issued a Stay-At-Home order. The order was superseded by subsequent orders dated March 21, 2020, March 26, 2020, April 14, 2020, an amendment to the April 14 order issued on April 24, 2020. The April 14, 2020 order remains in effect until such time as it is rescinded by the County's Public Health Officer, subject to subsequent orders allowing for the opening of various sectors of the economy, referenced under the State's Pandemic Roadmap to Recovery Plan as Phases 1, 2, and 3. San Joaquin County was in mid-Phase 3 of the State's Pandemic Roadmap; however the significant increase in COVID-19 cases and hospitalizations has resulted in the issuance of a new County order to reclose certain industries and activities unless they can be modified to operate outside or by pick-up. The City is currently working with local businesses to facilitate outside operations. County Public Health continues to caution that the rate of infections and deaths in San Joaquin County necessitate a firm and carefully planned and managed response and as a consequence the reopening of the economy has been modified. San Joaquin County remains on the State Monitoring List.

As part of the City's response to the current emergency, the City is participating in the State's Great Plates Delivered program. The program currently supports over 400 qualified adults 65 years and older and adults 60-64 who are at high-risk from COVID-19, in staying home and receiving the delivery of three

meals each day. The program also provides economic stimulus to the participating local businesses (currently 4 restaurants) and their workers.

Staff recommends that the City Council reaffirm its ratification of the City Manager's declaration of a local emergency and continue the City Manager's authority to contract for services and goods related to COVID-19, up to a maximum of $250,000 from the current maximum of $20,000, for the duration of the local emergency.

FUNDING: The reaffirmation of the ratification of the City Manager's declaration of Local Emergency allows the City to continue to access federal, state and county resources, including financial reimbursements.

_____
Janice D. Magdich
City Attorney

Attachment:
1) Resolution Reaffirming the Ratification of the Proclamation of the Director of Emergency Services for the City of Lodi Concerning the Existence of a Local Emergency and Extending the Contract Authority of the City Manager for Services and Goods related to the Emergency to $250,000

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL REAFFIRMING THE RATIFICATION OF THE PROCLAMATION OF THE DIRECTOR OF EMERGENCY SERVICES FOR THE CITY OF LODI CONCERNING THE CONTINUED EXISTENCE OF A LOCAL EMERGENCY AND EXTENDING THE CONTRACT AUTHORITY OF THE CITY MANAGER FOR SERVICES AND GOODS RELATED TO THE LOCAL EMERGENCY TO $250,000

==========

WHEREAS, Government Code Section 8630 and Lodi Municipal Code Section 2.32.060 authorizes the City Manager as the Director of Emergency Services to proclaim a local emergency under certain circumstances if the City Council is not in session, and provides that the City Council shall ratify the proclamation within seven (7) days thereafter; and

WHEREAS, an outbreak of Novel Coronavirus Disease (COVID-19) has spread throughout numerous countries and across the United States; and

WHEREAS, COVID-19 is an infectious disease that causes respiratory illness, and in some cases can result in lung lesions and pneumonia. Experts believe that a large majority of those infected will have mild cases that often resemble the flu; however, some will have more serious symptoms requiring hospitalization, particularly individuals who are elderly or have underlying chronic health conditions or immunodeficiency; and

WHEREAS, it is imperative for the City to continue to prepare for and be in a position to respond to suspected or confirmed cases of COVID-19 to implement measures to mitigate the spread of COVID-19 within our community, and prepare to respond to an increasing number of persons requiring medical care or hospitalization; and

WHEREAS, on January 23, 2020, the federal Centers for Disease Control and Prevention (CDC) activated its emergency response system to provide ongoing support for the response to COVID-19 in the United States; and

WHEREAS, on January 31, 2020, the Secretary of the federal Department of Health and Human Services declared a public health emergency in the United States of America to aid the nation's healthcare community in responding to COVID-19; and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency in California after making a determination that:

1. The conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and
2. Local authority is inadequate to cope with the threat posed by COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization declared Novel Coronavirus Disease (COVID-19) a "public health emergency of international concern" and referenced the event as a pandemic; and

WHEREAS, on March 12, 2020, San Joaquin County Public Health Services (PHS) declared a local health emergency pursuant to Health & Safety Code Section 101080; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a National State of Emergency in response to the spread of COVID-19 within the United States; and

WHEREAS, Lodi Municipal Code Section 2.32.050 designates the City Manager as the Director of Emergency Services for the City of Lodi; and

WHEREAS, Lodi Municipal Code Section 2.32.060(A)(1) authorizes the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency in the event the City Council is not in session; and

WHEREAS, Lodi Municipal Code section 2.32.020 defines an emergency to mean:

"[T]he actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this city caused by such conditions as air pollution, fire, flood, storm, epidemic, riot or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of this city, requiring the combined forces of other political subdivisions to combat. It shall not include nor does any provision of this chapter apply to any condition relating to a labor controversy." and

WHEREAS, on March 18, 2020, the Lodi City Council ratified the Proclamation of the existence of a local emergency issued by the City Manager in his role as the City's Director of Emergency Services on March 16, 2020 at 8:00 a.m.; and

WHEREAS, on April 15, 2020, May 6, 2020 and June 3, 2020, June 30, 2020, and July 28, 2020, the City Council reaffirmed the ratification of the proclamation as required by the Government Code; and

WHEREAS, as of August 13, 2020, there are a total of 14,276 confirmed cases of COVID-19 in San Joaquin County; the rolling 14-day total number of cases is 2,878, significantly in excess of the 190 limitation under the County's attestation. In addition, uncounted case totals remain due to technology communication issues between the statewide database and testing sites There are currently 245 COVID-19 fatalities (the number of fatalities reported on July 22 was 98); COVID positive hospitalizations are at 158 as of August 12 (the attestation limit is 20), with 51 of those patients in ICU representing 39% of all ICU occupancies. Countywide, total ICU occupancy including both COVID-19 and non COVID-19 patients is 133% of capacity as of Augus12. Adventist Health Lodi Memorial Hospital (LMH) currently has 28 COVID-19 positive patients and 11 of its 15 ICU patients are COVID-19 positive, with its total ICU capacity at 150%. Because of the high number of COVID-19 related cases and the overburdened ICU's in the County, the state and federal government have sent a special team to assist at LMH and also Dameron Hospital in Stockton. There is continued evidence of significant community spread, currently there are 134 identified outbreaks within the County, and County Public Health Services maintains that the community needs to continue wearing masks, social distancing and minimizing mixing outside of the immediate household in order to slow the spread of COVID-19 in the community; and

WHEREAS, on March 20, 2020, the Public Health Officer of San Joaquin County issued a Stay-At-Home order. The order was superseded by subsequent orders dated March 21, 2020, March 26, 2020, April 14, 2020, an amendment to the April 14 order issued on April 24, 2020. The April 14, 2020 order remains in effect until such time as it is rescinded by the County's Public Health Officer, subject to subsequent orders allowing for the opening of various sectors of the economy, referenced under the State's Pandemic Roadmap to Recovery Plan as Phases 1, 2, and 3. San Joaquin County was in mid-Phase 3 of the State's Pandemic Roadmap; however the significant increase in COVID-19 cases and hospitalizations has resulted in the issuance of a new County orders on July 2, 2020 and July 13, 2020 to reclose certain industries and activities unless they can be modified to operate outside or by pick-up. The City is currently working with local businesses to facilitate outside operations. County Public Health continues to caution that the rate of infections and deaths in San Joaquin County necessitate a firm and carefully planned and managed response and as a consequence the reopening of the economy has been modified; and

WHEREAS, the Lodi City Council does hereby find that the aforesaid conditions of extreme peril warrant and necessitate the continued existence of a local emergency.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby reaffirm the ratification of the City Manager's Proclamation of the existence of a local emergency issued in his role as the City's Director of Emergency Services on March 16, 2020 at 8:00 a.m., attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED by the Lodi City Council that, until the local emergency is terminated, the powers, functions, and duties of the City Manager/Director of Emergency Services and the emergency organization of the City of Lodi shall be those as prescribed by State law and the ordinances, resolutions, and approved emergency services plan of the City of Lodi as determined by the City Manager/Director of Emergency Services within the National Incident Management System; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby reaffirm the approval of an increase in the City Manager's contracting authority for services and goods related to the City's response to the local emergency resulting from the COVID-19 pandemic, to a maximum amount of $250,000 from the current maximum of $20,000, for the duration of the local emergency; and

BE IT FURTHER RESOLVED that the Purchasing System set forth in Lodi Municipal Code Chapter 3.20 is suspended for the duration of the local emergency as to the purchase of goods and services related to the City's response to the local emergency resulting from the COVID-19 pandemic; and

BE IT FURTHER RESOLVED that disclosure of the purchase of goods and services in an amount over $10,000, and related to the City's response to the local emergency resulting from the COVID-19 pandemic, will be submitted to the City Council concurrent with the Council's reaffirmation of the ratification of the Proclamation declaring the existence of a local emergency. State law requires that the City Council ratify the Proclamation every thirty (30) days hereafter until the local emergency is terminated.

Dated: August 19, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 19, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR
City Clerk

Approved as to Form:

_____
JANICE D. MAGDICH
City Attorney

AGENDA ITEM **C-21**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set Public Hearing for September 2, 2020 to Consider Adopting a Resolution Approving the Planning Commission's Recommendation to Authorize 39 Low-Density and 111 Medium-Density 2020 Residential Growth Management Allocations and Approve Planned Development Standards and Guidelines for the Reynolds Ranch Tentative Tract Map (Bennett)

MEETING DATE: August 19, 2020

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Set public hearing for September 2, 2020, to consider adopting a resolution approving the Planning Commission's recommendation to authorize 39 low-density and 111 medium-density 2020 residential Growth Management Allocations and approve Planned Development Standards and Guidelines for the Reynolds Ranch Tentative Tract Map (Bennett).

BACKGROUND INFORMATION: As part of the City's Growth Management program, the Planning Commission reviews allocation requests for new housing developments. Following a public hearing, the Commission makes a recommendation for City Council consideration.

On August 12, 2019, the Planning Commission held a public hearing regarding a request from Dennis Bennett for a 2020 Residential Growth Management Development Allocation for a residential subdivision in Reynolds Ranch. Mr. Bennett is requesting 39 Low-Density and 111 Medium-Density Residential Growth Management Allocations for the proposed 150-unit subdivision.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

_____
John R. Della Monica Jr.
Community Development Director

APPROVED: _____
Stephen Schwabauer, City Manager