LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: March 18, 2020
Time: Closed Session 6:45 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:
Pamela M. Farris
Assistant 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.

AMENDED AGENDA

In accordance with Executive Order N-25-20 issued by Governor Gavin Newson on March 12, 2020:

The following Council Member will be participating via teleconference: JoAnne Mounce and Alan Nakanishi

Important Notice Regarding COVID 19

Based on guidance from the California Department of Public Health and the California Governor's Office, in order to minimize the spread of COVID 19 virus, please do the following:

1. You are strongly encouraged to observe the live stream of the City Council meetings at http://lodica.granicus.com/ViewPublisher.php?view_id=2 or on Channel 26.
2. Carnegie Forum will be open to the public to observe the meeting and offer public comment; seating will be provided in compliance with social distancing recommendations of the California Department of Public Health Services. The public will be asked to maintain a six-foot distance between individuals.
3. If you choose not to attend the City Council meeting but wish to make a comment on a specific agenda item, please submit your comment via email by 5:00 on the Tuesday prior to the Council meeting. Please submit your comment to the City Clerk at cityclerk@lodi.gov. Your comment will be shared with the City Council and placed into the record at the Council meeting.
4. If you are watching the live stream of the Council meeting and wish to make either a general public comment or to comment on a specific agenda item as it is being heard, please submit your comment, limited to 250 words or less, to the City Clerk at cityclerk@lodi.gov. Every effort will be made to read your comment into the records, but some comments may not be read due to time limitations. Comments received after an agenda item will be made part of the record if received prior to the end of the meeting.
5. Persons wishing to address the City Council should approach the podium one person at a time. Public Comment Forms have been removed to reduce the risk of spreading an infectious disease.

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

a) Conference with Adele Post, Human Resources Manager, and Andrew Keys, Deputy City Manager (Labor Negotiators), Regarding Council Appointees, and Confidential Employees Pursuant to Government Code §54957.6 (CM)

C-3 Adjourn to Closed Session

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

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll Call

B. Presentations – None

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

C-1 Receive Register of Claims for February 14, 2020 through February 27, 2020 in the Amount of $6,557,680.48 (FIN)

C-2 Approve Minutes (CLK)
a) February 19, 2020 (Regular Meeting)
b) February 25, 2020 and March 3, 2020 (Shirtsleeve Sessions)
c) February 25, 2020 (Special Meeting)

Res. C-3 Approve Specifications and Authorize Advertisement for Bids for 2020 Downtown Concrete Cleaning, Adopt Resolution Authorizing City Manager to Award Contract to Lowest Responsive Bidder (Not to Exceed $25,000) (PW)

Res. C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Lodi Electric Utility Facility Renovation Project, and Adopt Resolution Authorizing City Manager to Execute Agreements with Mobile Modular Management Corporation, of Livermore ($181,422), and WMB Architects, Inc., of Stockton ($65,000)

Res. C-5 Adopt Resolution Awarding Bids for Purchase of 47 Wood Poles from Stella Jones, of Tacoma, Washington ($49,714.90) and 28 Wood Poles from Oeser, of Bellingham, Washington ($26,789.72) (EU)

Res. C-6 Adopt Resolution Authorizing Purchase of Self-Contained Breathing Apparatus Masks and Tanks from Bauer Compressors, of Livermore, and Gas Masks from Adamson Police Products, of Livermore, and Appropriate Funds ($77,494.80) (PD)

Res. C-7 Adopt Resolution Authorizing Purchase of Maintenance Connection Annual Licensing, Support, and Hosting Fees for Asset Management Software from Accruent, LLC, of Austin, Texas ($25,494) (PW)

Res. C-8 Adopt Resolution Selecting State Route 99/Harney Lane Interchange Reconstruction Project as Project Nomination for San Joaquin Council of Governments' One Voice Trip ($5,440,000) (PW)

Res. C-9 Adopt Resolution Authorizing City Manager to Execute Amendment No. 3 to Professional Services Agreement with Stantec Consulting Services, Inc., of Rancho Cordova, for Additional Project Management Services of Final Phase of Assessment Grant for Hazardous Substances and Petroleum Brownfields, Extend Consulting Agreement Expiration Date to June 30, 2020, and Increase Contract by $7,499.71 (CM)

Res. C-10 Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with United Site Services, Inc., of California ($15,000) (PRCS)

Res. C-11 Adopt Resolution Approving Acquisition, Implementation and Ongoing Maintenance of New Integrated Library System Fee for Fiscal Year 2019/2020 ($28,945.59) (LIB)

C-12 Appoint Lynsay Nuss to Lodi Improvement Committee; Post for Vacancies on Lodi Improvement Committee and Site Plan and Architectural Review Committee; and Post for Expiring Terms on Greater Lodi Area Youth Commission (Adult Advisors and Student Members), Library Board of Trustees, Lodi Arts Commission, and Planning Commission (CLK)

C-13 Receive for File the Following Reports and Financial Statements Submitted by The Pun Group, LLP and the Finance Department for Fiscal Year 2018-2019 Including Single Audit Report, Agreed-upon Procedures for Gann Limit, and Agreed-upon Procedures for National Transit Database (CM)

C-14 Accept Monthly Protocol Account Report Through February 29, 2020 (CLK)

C-15 Authorize City Clerk to Grant Request for Leave to Present Late Claim, by D. Michael Spurgeon, Pursuant to Government Code Section 911.6(a) (CA)

C-16 Set Public Hearing for April 15, 2020 to Consider Adopting Resolution Approving Draft 2020-21 Annual Action Plan; and Set Public Hearing for May 6, 2020 to Consider Adopting Resolution Approving Final 2020-21 Annual Action Plan for Community Development Block Grant (CDBG) Program (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.

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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

Res. H-1 Adopt Resolution Approving Revisions to the City Manager's Employment Contract Amending Compensation and Increasing the Employee's Contribution of the Employer's Normal Contribution of CalPERS (Cost-Sharing)

Res. H-2 Adopt Resolution Approving Revisions to the City Attorney's Employment Contract Amending Compensation and Increasing the Employee's Contribution of the Employer's Normal Contribution of CalPERS (Cost-Sharing)

Res. H-3 Adopt Resolution Approving Revisions to the Salary and Increasing the Employee's Contribution of the Employer's Normal Contribution of CalPERS (Cost-Sharing) for the City Clerk

Res. H-4 Adopt Resolution Approving Revisions to Compensation and Benefits for Confidential General Services Employees and Revisions to Compensation for the Position of Deputy City Attorney for the Period January 1, 2020 through December 31, 2022 (CM)

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.

_____
Pamela M. Farris
Assistant City Clerk

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A. Call to Order / Roll Call

B. Presentations – None

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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

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I. Ordinances – None

J. Adjournment

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AGENDA ITEM C-01

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Receive Register of Claims for February 14, 2020 through February 27, 2020 in the Total Amount of $6,557,680.48

MEETING DATE: March 18, 2020

PREPARED BY: Internal Services Director

RECOMMENDED ACTION: Receive the attached Register of Claims for $6,557,680.48

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of $6,557.680.48 for February 14, 2020 through February 27, 2020. Also attached is Payroll in the amount of $1,532,783.04 through February 23, 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 - v11.3.19 Live
2/14/2020 through 2/27/2020

Fund	Fund Title	Amount
100	General Fund	$1,224,229.00
103	Measure L	$19,047.85
120	Library Fund	$6,377.24
140	Expendable Trust	$258,620.70
200	Parks Rec & Cultural Services	$18,545.55
213	LPD-Public Safety Prog AB 1913	$21,635.01
214	LPD-OTS Grants	$21.87
216	PD Misc Grants	$19,991.23
270	Comm Dev Special Rev Fund	$59,187.50
301	Gas Tax-2105 2106 2107	$23,719.21
303	Measure K Funds	$4,480.00
304	Gas Tax -2031	$50,340.47
305	TDA - Streets	$1,069.71
350	H U D	$29,739.14
355	GRANTS COMM. IMPR	$17,322.69
401	Equipment Replacement Fund	$34,349.47
500	Electric Utility Fund	$2,959,973.49
501	Utility Outlay Reserve Fund	$592,643.60
504	Public Benefits Fund	$14,849.63
508	Environmental Compliance	$142,088.00
530	Waste Water Utility Fund	$50,680.36
531	Waste Wtr Util-Capital Outlay	$68,213.96
560	Water Utility Fund	$18,886.50
561	Water Utility-Capital Outlay	$657,221.46
565	PCE/TCE Rate Abatement Fund	$3,443.44
590	Central Plume	$38.01
600	Dial-a-Ride/Transportation	$194,375.17
602	Transit-Prop. 1B -PTMISEA	$2,184.92
650	Internal Service/Equip Maint	$45,030.69
655	Employee Benefits	$19,273.06
660	General Liabilities	$101.55
Total		**$6,557,680.48**

3/3/2020 2:30:11 PM

Council Report: Payroll
City of Lodi - v11.3.19 Live
Pay Period 2/23/2020

Fund	Description	Amount
100	General Fund	781,568.38
103	Measure L	121,531.02
120	Library Fund	22,815.82
200	Parks Rec & Cultural Services	117,487.91
214	LPD-OTS Grants	3,070.11
219	LPD-ABC Grant	913.26
270	Comm Dev Special Rev Fund	21,793.41
301	Gas Tax-2105 2106 2107	33,822.35
500	Electric Utility Fund	177,084.95
501	Utility Outlay Reserve Fund	53,564.50
530	Waste Water Utility Fund	150,016.84
560	Water Utility Fund	19,443.00
600	Dial-a-Ride/Transportation	10,106.58
650	Internal Service/Equip Maint	19,564.91
Report Total		**1,532,783.04**

AGENDA ITEM C-02

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Minutes
a) February 19, 2020 (Regular Meeting)
b) February 25, 2020 (Shirtsleeve Session)
c) February 25, 2020 (Special Meeting)
d) March 3, 2020 (Shirtsleeve Session)

MEETING DATE: March 18, 2020

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) February 19, 2020 (Regular Meeting)
b) February 25, 2020 (Shirtsleeve Session)
c) February 25, 2020 (Special Meeting)
d) March 3, 2020 (Shirtsleeve Session)

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

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Pamela M. Farris
Assistant 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, FEBRUARY 19, 2020

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of February 19, 2020, was called to order by Mayor Kuehne at 6:03 p.m.

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

C-2 Announcement of Closed Session

a) Conference with Adele Post, Human Resources Manager, and Andrew Keys, Deputy City Manager (Labor Negotiators), Regarding AFSCME General Services and Maintenance & Operators, Lodi Professional Firefighters, Council Appointees, and Confidential Employees Pursuant to Government Code §54957.6 (CM)

b) Actual Litigation: Government Code Section 54956.9; Seven Applications; Reba Ridino v. City of Lodi; Worker's Compensation Appeals Board Case No. ADJ1101088 (DOI: 09/01/1994), No. ADJ12456598 (DOI: 08/27/1998) No. Unassigned (DOI: 12/20/2005), No. ADJ3860654 (DOI: 03/26/2006), No. Unassigned (DOI: 12/03/2006), No. ADJ10399541 (DOI: CT-12/03/2006) No. ADJ1766021 (DOI: 05/29/2007) (CA)

c) Actual Litigation: Government Code Section 54956.9; Three Applications; Todd Wagner v. City of Lodi; Worker's Compensation Appeals Board Case No. ADJ10881078 (DOI: 2/01/2017), No. ADJ10881070 (DOI: CT- 09/11/2016), No. ADJ11220729 (DOI: 02/19/2018) (CA)

d) Actual Litigation: Government Code Section 54956.9; One Application; Geremy Quaglia v. City of Lodi; Worker's Compensation Appeals Board Case No. ADJ9144001 (DOI: 12/27/2012)(CA)

e) Actual Litigation: Government Code Section 54956.9; Three Applications; Roger Butterfield v. City of Lodi; Worker's Compensation Appeals Board Case No. Unassigned (DOI: CT-11/29/2017), No. ADJ3427103 (DOI: 10/27/1998), No. ADJ8627396 (DOI: 09/23/2010) (CA)

C-3 Adjourn to Closed Session

At 6:03 p.m., Mayor Kuehne adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:33 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:01 p.m., Mayor Kuehne reconvened the City Council meeting, and City Attorney Magdich disclosed the following actions.

Item C-2a) was discussion and direction with no reportable action.

Item C-2b) was not discussed.

Item C-2c) was not discussed.

Item C-2d) was discussion and direction with no reportable action.

Item C-2e) was discussion and direction with no reportable action.

A. Call to Order / Roll Call

The Regular City Council meeting of February 19, 2020, was called to order by Mayor Kuehne at 7:01 p.m.

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

B. Presentations – None

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

Mayor Pro Tempore Nakanishi 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, Mayor Pro Tempore Nakanishi, and Mayor Kuehne
Noes: None
Absent: Council Member Johnson, and Council Member Mounce

C-1 Receive Register of Claims for January 17, 2020 through January 30, 2020 in the Amount of $6,800,336.74 (FIN)

Claims were approved in the amount of $6,800,336.74.

C-2 Approve Minutes (CLK)

The minutes of January 28, 2020 (Shirtsleeve Session), January 28, 2020 (Special Meeting), and February 4, 2020 (Shirtsleeve Session) were approved as written.

C-3 Approve Plans and Specifications and Authorize Advertisement for Well 27 Granular Activated Carbon Filter System (PW)

Approved plans and specifications and authorized advertisement for Well 27 Granular Activated Carbon Filter System.

C-4 Adopt Resolution Authorizing Purchase of Ultraviolet Disinfection Parts for White Slough Water Pollution Control Facility from DC Frost Associates, Inc., of Walnut Creek ($96,114) (PW)

Adopted Resolution No. 2020-30 authorizing the purchase of ultraviolet disinfection parts for White Slough Water Pollution Control Facility from DC Frost Associates, Inc., of Walnut Creek, in

the amount of $96,114.

C-5 Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with Valley Iron Works, Inc. for Repairs and Replacement of Damaged Metal Railings and Gates at Lodi Lake Park Property ($19,737) (PRCS)

Adopted Resolution No. 2020-31 authorizing the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Valley Iron Works, Inc., for repairs and replacement of damaged metal railings and gates at Lodi Lake Park property, in the amount of $19,737.

C-6 Ratification of Employment Agreement Entered into Between City Manager Stephen Schwabauer and Community Development Director John Della Monica (CM)

Approved ratification of Employment Agreement entered into between City Manager Stephen Schwabauer and Community Development Director John Della Monica.

C-7 Re-Post for Vacancies on Personnel Board of Review (CLK)

Directed the City Clerk to re-post for the following vacancies:

Personnel Board of Review
Ernie Bender Term to expire January 1, 2023
John Campbell Term to expire January 1, 2023
Elliott Grauman Term to expire January 1, 2023

C-8 Receive Report Regarding Communication Pertaining to Senate Bill 50 (Wiener) Planning and Zoning, Housing Development Incentives (CLK)

Item No. C-8 was pulled at the request of a member of the public.

Doug Bojack, a member of the public, expressed his disappointment in the City sending a letter of opposition for Senate Bill 50 without the pubic being able to express an opinion. He stated that he was in favor of SB 50 as he felt the bill would provide many benefits, such as affordable housing, public transportation, reduction of air pollution, improved land use policy, inclusion of lower-income families in higher opportunity neighborhoods, and improved public health, as well as providing for an improved quality of life with citizens spending more time with families rather than commuting.

In response to Mayor Pro Tempore Nakanishi, Mr. Bojack stated he was speaking for himself and not representing a particular organization.

At the request of Mayor Kuehne, City Manager Schwabauer explained that the League of California Cities opposes SB 50 due to its one-size-fits-all solution to the housing crisis and sought support from all of the member cities. While there was some flexibility in the bill, the League did not feel it was adequate. He further stated that while the bill may provide for low-cost housing in higher opportunity neighborhoods, there is the distinct possibility that it will create a concentration of low-cost housing in low-cost areas where developers are most likely to go to seek their lower cost housing and increase their profits; the result would be that the bill would accomplish the opposite of what it states it will do. These concerns are why the Mayor elected to use the process the City has in place to send a letter when there is not enough time to take the matter before Council.

Mayor Kuehne commented that he met with Building Industry Association (BIA) representative

John Beckman, and Mr. Beckman is hopeful that the amendments put forth by the BIA may address the points brought up by the City Manager. He further stated that while the bill may have looked good, there were issues that were concerning, and the City needs to make sure it is heading on the right track.

Council Member Chandler made a motion, second by Mayor Pro Tempore Nakanishi, to receive report regarding communication pertaining to Senate Bill 50 (Wiener) Planning and Zoning, Housing Development Incentives.

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

C-9 Accept Monthly Protocol Account Report Through January 31, 2020 (CLK)

Accepted Monthly Protocol Account Report through January 31, 2020.

C-10 Authorize City Clerk to Grant Request for Leave to Present Late Claim, by Danielle Macellari, Pursuant to Government Code Section 911.6(a) (CA)

Authorized the City Clerk to grant Request for Leave to Present Late Claim, by Danielle Macellari, Pursuant to Government Code Section 911.6(a).

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.

None.

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

None.

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

None.

G. Public Hearings – None

H. Regular Calendar

H-1 Receive and File City's Comprehensive Annual Financial Report (Fiscal Year 2018/19) by The Pun Group (CM)

Vanessa Burke, Engagement Partner, and Paul Phangureh, Engagement Manager, of The Pun Group, provided a PowerPoint presentation regarding the City's Comprehensive Annual Financial

Report. Specific topics of discussion included scope of work - Financial Statement audit, compliance audit, and agreed upon procedures; AU-C260 required communications; audit responsibilities; management responsibilities; auditors' responsibilities; approach to City of Lodi audit; The Pun Group's audit approach; overview of Financial Statements; Comprehensive Annual Financial Report; Government-Wide Financial Statements; General Fund; key financial indicators; pension & OPEB information; sales tax; net cost of services to tax revenues; General Fund reserves; GASB 68 - Pension Standard; GASB 75 - OPEB Standard; Single Audit Report; Summary Schedule of Expenditures of Federal Awards; audit result; summary of findings and recommendations; and summary of unposted audit adjustments - governmental activities, business type activities, and Enterprise Funds (Electric Utility, Water/Wastewater, Transit, and aggregate non-major).

In response to Mayor Pro Tempore Nakanishi, City Manager Schwabauer confirmed that 30.58% of the City's overall federal expenditures program are audited, not all federal expenditures.

City Manager Schwabauer stated that sick leave conversion ended in 1994 and 1995, depending upon the bargaining unit, so that is not a benefit that is offered anymore.

In response to Council Member Chandler, Deputy City Manager Keys stated that there is a need for documentation, policies, and procedures for how timecards and cash receipts are processed; Finance is working on this and some new procedures are already in place; a full policy and procedure is in place now for bank reconciliation; now that all the contracts are nearly in place, the City will be implementing an employee self-service module that will put payroll time approval into a work flow which will require supervisor approval any time a change is made.

In response to Mayor Pro Tempore Nakanishi, Ms. Burke responded that deficiencies with internal controls is common to communities; all communities experience some type of internal control deficiency; and often is it related to employee turnover and shifting of duties.

Mayor Pro Tempore Nakanishi asked that staff focus on this area going forward to avoid embezzlement.

In response to Mayor Pro Tempore Nakanishi, Ms. Burke responded that there is no benchmark opinion to compare to other communities, but the City is in conformance with General Accepted Accounting Principles (GAAP).

In response to Mayor Kuehne, Deputy City Manager Keys stated that the errant methodology for underground lines has been used for as far back as they could find; unit cost and quantities were not updated; Electric Utility is already taking significant steps on the monitoring of newly-deployed lines; and staff is reviewing a software program to manage inventory and capital assets.

In response to Council Member Chandler, Ms. Burke clarified that the recent problems with PG&E’s lines is an external risk factor which was considered when the audit was planned, since the City manages a large utility.

In response to Mayor Pro Tempore Nakanishi, Ms. Burke stated that while every city’s business model is different, Lodi is in a stronger position than many cities as Lodi is less dependent on charges for services and grants due to the availability of property tax and sales tax.

Council Member Chandler made a motion, second by Mayor Pro Tempore Nakanishi, to receive and file the City's Comprehensive Annual Financial Report (Fiscal Year 2018/19) by The Pun Group.

(NOTE: The motion and vote on this item was overlooked until the completion of Item H-2.)

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

H-2 Adopt Resolution Approving Revisions to Compensation for Confidential General Services Employees for the Period January 1, 2020 through December 31, 2022

Deputy City Manager Andrew Keys provided a presentation regarding revisions to compensation for Confidential General Services employees. Specific topics of discussion included three-year term; 5% increase each year with 1% PERS pickup; timing will be 4% retroactive to January; 1% in July with 1% PERS pickup; 5% with 1% PERS pickup in January 2021 and January 2022; currently negotiating with AFSCME and staff recommends returning to Council for similar treatment of benefits; and the total cost is $121,000 for the three years, with $72,000 in General Fund.

Council Member Chandler made a motion, second by Mayor Pro Tempore Nakanishi, to adopt Resolution No. 2020-32 approving revisions to compensation for Confidential General Services employees for the period January 1, 2020 through December 31, 2022.

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

I. Ordinances – None

J. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:13 p.m.

ATTEST:

Pamela M. Farris
Assistant City Clerk

LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, FEBRUARY 25, 2020

The February 25, 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, FEBRUARY 25, 2020

A. Call to Order / Roll Call

The Special City Council meeting of February 25, 2020, was called to order by Mayor Kuehne at 8:00 a.m.

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

B. Consent Calendar

Council Member Mounce made a motion, second by Council Member Chandler, to approve the following items hereinafter set forth, 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, and Mayor Kuehne
Noes: None
Absent: Council Member Johnson, and Mayor Pro Tempore Nakanishi

B-1 Adopt Resolution Authorizing Assistant City Clerk to Execute All Documents Requiring Signature by City Clerk (CA)

Adopted Resolution No. 2020-33 authorizing the Assistant City Clerk to execute all documents requiring signature by the City Clerk.

C. Announcement of Closed Session

C-1 Public Employee Recruitment: Candidates for the Council Appointed Position of City Clerk Pursuant to Government Code 54957

D. Adjourn to Closed Session

At 8:01 a.m., Mayor Kuehne adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 11:02 a.m.

E. Return to Open Session / Disclosure of Action

At 11:02 a.m., Mayor Kuehne reconvened the City Council meeting, and City Attorney Magdich disclosed the following actions.

Item No. C-1 was discussion and direction, with no reportable action.

F. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 11:03 a.m.

ATTEST:

Pamela M. Farris
Assistant City Clerk

LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, MARCH 3, 2020

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, March 3, 2020, commencing at 7:04 a.m.

NOTE: Council Member Mounce participated via teleconference.

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

B. Topic(s)

B-1 Receive Overview of Opportunity Zones (CM)

Business Development Manager Astrida Trupovnieks provided a PowerPoint presentation regarding opportunity zones (OZ). Specific topics of discussion included description of OZ, selection process, creation, Qualified Opportunity Fund, benefits of investing in a fund, city benefits, incentives, Lodi OZ map, Sacramento OZ project, Northern California OZ projects, OZ program in California, wide-ranging projects, and development prospectus.

In response to Mayor Pro Tempore Nakanishi, City Manager Schwabauer stated the major expense behind producing a prospectus would be staff time; there may be other expenses associated with production of materials, but the partnership and the Chamber would be of significant assistance to the City.

In response to Mayor Pro Tempore Nakanishi, Ms. Trupovnieks explained the City's participation would be through stacking of incentives, such as assisting in application for new market tax credits or low-income housing tax credits, and the development of local incentives; this is a private sector initiative.

Council Member Mounce commented that getting these projects off the ground is key, otherwise the opportunity for the capital gains deferral is missed. She further commented that she would not be in favor of adding low-income housing on the Eastside, except for along the railroad tracks for workforce housing next to the train station. In response, City Manager Schwabauer confirmed the Transit Station is not within the OZ and the passenger portion of the rail service will be moving, but he further stated that there is other transit in the area, such as Greyhound, the City transit system, and the Regional Transit District.

Council Member Mounce stated that the Eastside would benefit most from broadband deployment, the expansion of hospitality and industrial businesses, and the addition of senior and veteran housing.

In response to Mayor Kuehne, Ms. Trupovnieks confirmed that real estate acquisition is central to the program; development does not need to take place solely on vacant property.

In response to Council Member Mounce, Ms. Trupovnieks stated that she plans to meet with local businesses during the prospectus process.

Ms. Trupovnieks invited Bob Gutierrez, Interim President of the San Joaquin Partnership, to speak. Mr. Gutierrez stated he has been involved with the City of Stockton's prospectus; developers are now beginning to invest, so this is an opportune time for Lodi to become involved; the State did not pass the conformity bill last year, but there is a push to pass it this year with the focus on affordable housing and renewable energy; San Joaquin Partnership is working with the City, the Chamber, and the Business Council to put together an investment tour, and OZ will become part of that; and the Partnership is committed to helping put together the prospectus.

Mike Rudé, member of the pubic, stated that he is a real estate broker, and questioned what needs to be done to avoid the delay experienced by City of Stockton and to get the OZ going more quickly in Lodi. Ms. Trupovnieks stated that the first step is the prospectus; and the second step is promoting the zone to potential developers, which has already been set in motion. City Manager Schwabauer confirmed that one benefit expires but other benefits do not; he further stated Stockton is not necessarily at fault for not having a project currently going; there is a host of factors that influence investment based on developers' different needs and desires for their projects.

Council Member Mounce stated that in regard to the range of projects, the Heritage District/Eastside has the majority of Lodi's affordable housing, and to add more low-income housing would be a mistake, as that concentration causes slums over time. She stated she would be an advocate of rehabbing existing housing or replacing housing with the same use, but she would be concerned with added new use for apartments.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:54 a.m.

ATTEST:

Pamela M. Farris
Assistant City Clerk

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids for 2020 Downtown Concrete Cleaning, and Adopt Resolution Authorizing City Manager to Award Contract to Lowest, Responsive Bidder ($25,000)

MEETING DATE: March 18, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids for 2020 Downtown Concrete Cleaning, and adopt resolution authorizing City Manager to award contract to lowest, responsive bidder, in an amount not-to-exceed $25,000.

BACKGROUND INFORMATION: In 1998, the City's Central City Revitalization Improvement Project installed yellow colored concrete on School Street, from Lodi Avenue to Locust Street. As part of the maintenance, the colored concrete should be cleaned periodically. In 2019 we cleaned the concrete and Council requested that we start cleaning it annually.

This project will remove debris and pressure wash the yellow concrete bands and spot clean the paver areas along School Street, between Lodi Avenue and Locust Street. The work will include wash water containment and disposal in order to comply with State storm water requirements and will be performed at night to minimize business interruptions. Staff recommends pre-authorizing the City Manager to award the contract in order to complete this work prior to the street fair in May.

The specifications are on file in the Public Works Department. The planned bid opening date is April 8, 2020. The total project estimate is $25,000.

Staff recommends approving specifications and authorizing advertisement for bids for 2020 Downtown Concrete Cleaning and authorizing City Manager to award contract to lowest, responsive bidder, in an amount not-to-exceed $25,000.

FISCAL IMPACT: This project will have a minimal long-term fiscal impact and will not impact the General Fund.

FUNDING AVAILABLE: Street Fund (30099000.77020) PWST-0044: $ 25,000

_____
Andrew Keys
Deputy City Manager/Internal Services Director

_____
Charles E. Swimley, Jr.
Public Works Director

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

cc: Utilities Superintendent

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING CONTRACT FOR 2020 DOWNTOWN
CONCRETE CLEANING TO THE LOWEST
RESPONSIVE BIDDER

==========

WHEREAS, in 1998, the City's Central City Revitalization Improvement Project installed yellow colored concrete on School Street from Lodi Avenue to Locust Street; and

WHEREAS, in 2019, the Council requested that the colored concrete be cleaned annually; and

WHEREAS, this project will remove debris and pressure wash the yellow concrete bands, spot clean the paver areas along School Street between Lodi Avenue and Locust Street, and will include wash water containment and disposal in order to comply with State storm water requirements; with the work being performed at night in order to minimize business interruptions; and

WHEREAS, staff recommends that the City Council authorize the City Manager to award the contract for 2020 Downtown Concrete Cleaning to the lowest responsive bidder following the bid opening, in an amount not to exceed $25,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to award the contract for the 2020 Downtown Concrete Cleaning to the lowest responsive bidder, in an amount not to exceed $25,000; 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: March 18, 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 March 18, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

AGENDA ITEM C-04

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for the Lodi Electric Utility Facility Renovation Project, and Adopt Resolution Authorizing the City Manager to Execute Agreements with Mobile Modular Management Corporation, of Livermore ($181,422), and WMB Architects, Inc., of Stockton ($65,000).

MEETING DATE: March 18, 2020

PREPARED BY: Public Works Director & Electric Utility Director

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RECOMMENDED ACTION: Approve Plans and Specifications and Authorize Advertisement for Bids for the Lodi Electric Utility Facility Renovation Project, and Adopt Resolution Authorizing the City Manager to Execute Agreements with Mobile Modular Management Corporation, of Livermore ($181,422), and WMB Architects, Inc., of Stockton ($65,000).

BACKGROUND INFORMATION: The Lodi Electric Utility (LEU) currently occupies and utilizes multiple buildings and facilities located at 1331 S. Ham Lane, a yard shared by both the Public Works and LEU for several years.

Construction of these buildings and facilities dates back to the mid-1970s. With the exception of a recent upgrade project to LEU's Operations Dispatch Center to address ergonomic and accessibility issues, the current LEU facilities have gone without any major improvements for the past 40+ years. WMB Architects, Inc. was hired in 2017 to assess and provide preliminary design services for the improvements associated with accessibility, ergonomics, and security at LEU's facilities. At the September 19, 2018 meeting, the City Council approved a contract with WMB Architects, Inc. to complete the final engineering and design and develop specifications in preparation to solicit bids for construction of the project.

Design work is complete and plans have been submitted to the Building Department for review. The project will include offices, public lobbies, public counters, Americans with Disabilities Act (ADA) access, ADA staff bathroom facilities, new accessible locker rooms, an enlarged training room, lighting, communications, space conditioning, and associated staff support areas. The project also includes a transformer storage building and a covered wire reel storage structure. Prior to beginning construction of the project, the current area to be renovated must be vacated by staff. To accommodate staff and enable their work to continue during the project, temporary office and restroom facilities are needed. These facilities will be located adjacent to the current LEU Administration Office.

A. Mobile Modular Management Corporation:

APPROVED: _____
Stephen Schwabauer, City Manager

The Professional Services Agreement with Mobile Modular Management Corporation, of Livermore, will provide temporary work space for LEU staff during the renovation project. This space includes offices, common areas, and a break room. Restroom and shower facilities are also required and will be provided in a separate unit. Four 12-foot by 60-foot modular units will be combined to create the work areas for staff and one 12-foot by 56-foot unit will provide restroom and shower facilities. Administrative and management staff will remain in the current location outside the construction project area. The Agreement includes delivery, set-up, ADA access ramps, tear down and removal, as well as, 12 months' rent for all facilities ($181,422). It is anticipated that utility services, electrical, phone, data, water and sewer, will be completed by City staff.

B. WMB Architects, Inc:

Amendment No. 1 to the existing Professional Services Agreement with WMB Architects, Inc., of Stockton, will provide design work not originally accounted for as it relates to the transformer storage building and covered wire reel storage area ($65,000).

FISCAL IMPACT: This project will reduce costs associated with unplanned and emergency maintenance and repair work for these deteriorating facilities; and ADA and security improvements will increase safety and reduce risk of injury for employees and the public. The addition of covered storage will extend the life of inventory and assets and reduce the risk of damage. This project will not impact the General Fund.

FUNDING AVAILABLE: LEU Capital Fund 501 (Project No. EUCP-17001) - $246,422

Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Jeff Berkheimer
Electric Utility Director

CES/CES/tc
Attachments

cc: Melissa Price, Rates & Resources Manager
Gary Wiman, Construction Project Manager
Mobile Modular Management Corporation
WMB Architects, Inc.

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 MOBILE MODULAR MANAGEMENT CORPORATION, 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 temporary offices during construction (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 May 1, 2020 and terminates upon the completion of the Scope of Services or on October 31, 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 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. 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 <u>Auditing</u>

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: Gary Wiman

To CONTRACTOR:
Mobile Modular Management Corporation
5700 Las Positas Road
Livermore, CA 94551
Attn: Kevin Gibson

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.

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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

MOBILE MODULAR MANAGEMENT CORPORATION, a California corporation

By: _____

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\2020\Mobile Modular PSA.doc

CA:Rev.02.2017

Mobile Modular Management Corporation
5700 Las Positas Road
Livermore, CA 94551
Phone: (925) 606-9000
Fax: (925) 453-3201
www.mobilemodular.com

Lease Quotation and Agreement

Quotation Number: 289248
Customer PO/Ref:
Date of Quote: 01/06/2020
Term: 8 Months

Exhibit A/B

Sign up for the Easy Lease Option (see end of document for details)

Customer Information	Site Information	Mobile Modular Contact
City of Lodi 1331 South Ham Lane Lodi, CA 95242 Gary Wiman gwiman@lodi.gov Phone: (209) 484-1619	City of Lodi 1331 South Ham Lane Lodi, CA 95242 Gary Wiman gwiman@lodi.gov Phone: (209) 484-1619	**Questions?** Contact: Kevin Gibson Kevin.Gibson@mobilemodular.com Direct Phone: (925) 453-3143 Fax: (925) 453-3201

Product Information	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Restroom, 12x56 HCD (NonStd)	1	$2,500.00	$2,500.00	Y
Restroom Building.Non-Standard Configuration.Size excludes 3' towbar.FRP interior.No windows.				
RNT, Ramp	1	$821.00	$821.00	Y
Office, 48x60 HCD (NonStd)	1	$3,386.00	$3,386.00	Y
Non-Standard Configuration.Size excludes 3' towbar.				
RNT, Ramp	1	$434.00	$434.00	Y

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Restroom, 12x56 HCD (NonStd)				
Block and Level Building (A3) (PW)	1	$640.00	$640.00	N
Prevailing WageCert. Payroll				
Delivery Haulage 12 wide	1	$653.00	$653.00	N
Delivery Haulage Permit 12 wide	1	$112.00	$112.00	N
Delivery Haulage Pilot 12 wide	1	$327.00	$327.00	N
Drawings,Wet Stamped,Foundation,Standard	1	$475.00	$475.00	N
Wet StampedEngineered				
Install Foundation, Tiedown (Blvl) (PW)	14	$142.00	$1,988.00	Y
Prevailing WageCert. Payroll				
Installation, Skirting, Wood (PW)	136	$22.50	$3,060.00	Y
Prevailing WageCert. Payroll				
RNT, Ramp Install	1	$4,032.00	$4,032.00	N
			$11,287.00	
Office, 48x60 HCD (NonStd)				
Block and Level Building (A8) (PW)	1	$8,973.00	$8,973.00	N
Prevailing WageCert. Payroll				
Delivery Haulage 12 wide	4	$494.00	$1,976.00	N
Delivery Haulage Permit 12 wide	4	$88.00	$352.00	N
Delivery Haulage Pilot 12 wide	4	$248.00	$992.00	N
Drawings,Wet Stamped,Foundation,Standard	1	$475.00	$475.00	N
Wet StampedEngineered				
Install Foundation, Tiedown (Blvl) (PW)	32	$142.00	$4,544.00	Y
Prevailing WageCert. Payroll				
Installation, Skirting, Wood (PW)	216	$22.50	$4,860.00	Y
Prevailing WageCert. Payroll				
Modifications	1	$24,706.00	$24,706.00	Y
RNT, Ramp Install	1	$2,380.00	$2,380.00	N
			$49,258.00	

Thank you for contacting Mobile Modular.

Lease Quotation and Agreement

Quotation Number: 289248
Customer PO/Ref:
Date of Quote: 01/06/2020
Term: 8 Months

mobile modular
Your Project – Our Commitment

			Total	$ 60,545.00

Charges Upon Return	Qty	Charge Each	Total One Time	Taxable
Restroom, 12x56 HCD (NonStd)				
Cleaning Fee	1	$125.00	$125.00	N
Prepare Equipment For Removal (A3) (PW)	1	$540.00	$540.00	N
Prevailing WageCert. Payroll				
Removal, Skirting, Wood (Dispose) (PW)	136	$7.50	$1,020.00	N
Prevailing WageCert. Payroll				
Removal, Tiedown (PW)	14	$52.00	$728.00	N
Prevailing WageCert. Payroll				
Return Haulage 12 wide	1	$653.00	$653.00	N
Return Haulage Permit 12 wide	1	$112.00	$112.00	N
Return Haulage Pilot 12 wide	1	$327.00	$327.00	N
RNT, Ramp Removal	1	$4,032.00	$4,032.00	N
			$7,537.00	
Office, 48x60 HCD (NonStd)				
Cleaning Fee	4	$125.00	$500.00	N
Prepare Equipment For Removal (A8) (PW)	1	$5,755.00	$5,755.00	N
Prevailing WageCert. Payroll				
Removal, Skirting, Wood (Dispose) (PW)	216	$7.50	$1,620.00	N
Prevailing WageCert. Payroll				
Removal, Tiedown (PW)	32	$52.00	$1,664.00	N
Prevailing WageCert. Payroll				
Return Haulage 12 wide	4	$494.00	$1,976.00	N
Return Haulage Permit 12 wide	4	$88.00	$352.00	N
Return Haulage Pilot 12 wide	4	$248.00	$992.00	N
RNT, Ramp Removal	1	$2,380.00	$2,380.00	N
			$15,239.00	
			Total $22,776.00	

Total Estimated Charges

Monthly Charges = $94,933.44
($7,911.12 x 12)
One-time Charges = $86,488.26
Total Charges = $189,866.88

Subtotal of Monthly Rent	$7,141.00
Personal Property Expense	$167.20
Taxes on Monthly Charges	$602.92
Total Monthly Charges (including tax)	**$7,911.12**
Charges Upon Delivery (including tax)	$63,712.26
Charges Upon Return (including tax)	$22,776.00
Total One Time Charges (including tax)	**$86,488.26**

Special Notes

Additional Note: ***REVISION #1 - Added 12x56 Shower Unit. ***Security screens (windows), security bar (doors), piers, and pads are included. Optional skirting, seismic tie-downs, foundation drawing, and ramp/step have been quoted. Modification cost is to build custom floor plan. Optional furniture is available at an additional charge. Quote is based on a level and accessible site by normal truck delivery.
Buildings containing a restroom(s): Restrooms are not self-contained. Where applicable, manifolds are shipped loose and assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.
Budgetary Quote: Pricing provided is for budgetary purposes only. A revised quotation will be provided once project details are clarified. If you are new to modular buildings and wondering what you need to know about them, please visit www.mobilemodularrents.com and view our FAQ worksheet "Considering Modular Buildings for Your Space Needs?". *Delivery pricing is estimated based on delivery within 50 miles of branch location. Pilots and permits not included and may be required. We look forward to working with you to refine your requirements.

Thank you for contacting Mobile Modular.

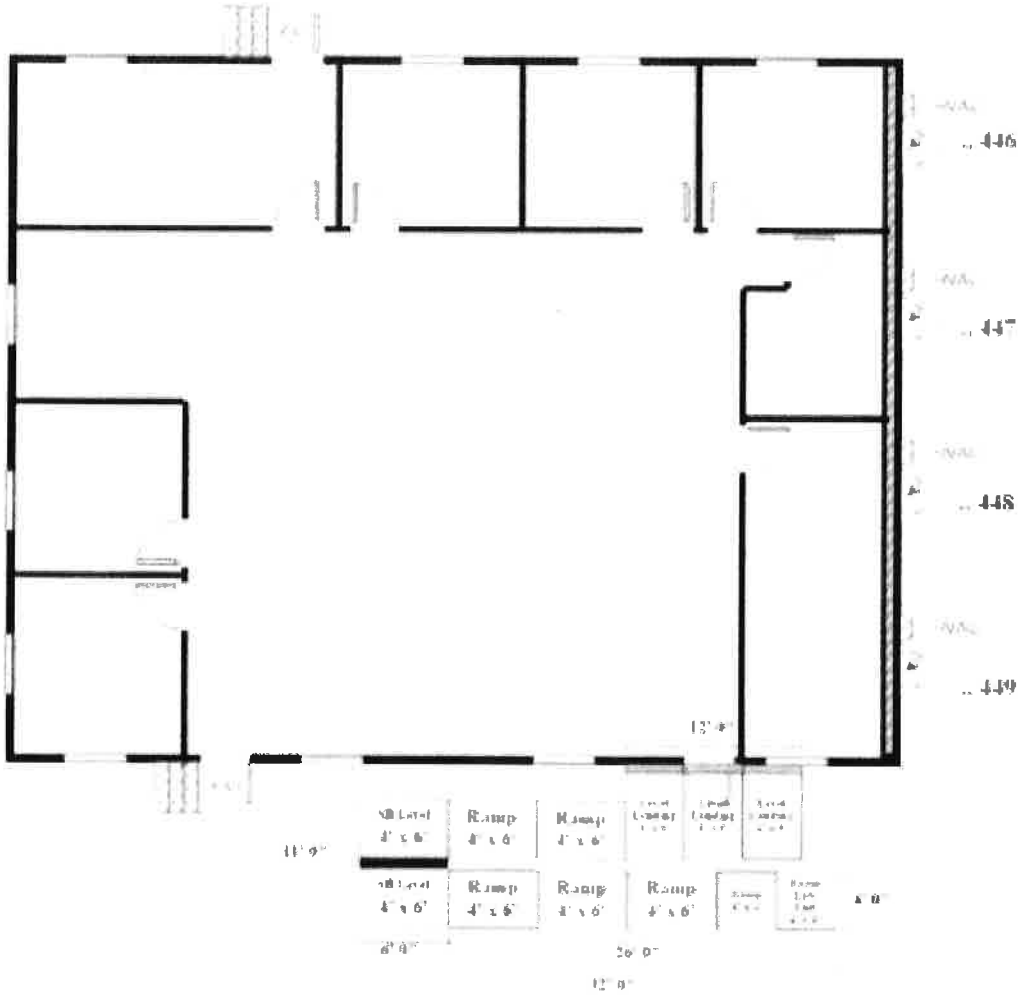
Delivery Date:
Delivery Date: Delivery date will not be confirmed until Mobile Modular receives and approves the signed Agreement and all credit conditions have been met.
Flooring (Carpet): This building ships standard with used carpet in good condition. Carpet may have some discoloration or wear and a carpet bar will be utilized at modline seams. New carpet is available for an additional charge. If provided, new carpeting should receive a minimum of 72 hours of airing-out time, under well-ventilated conditions, prior to occupancy.
Fire Related Items: Unless noted, fire related items (alarms, sprinklers, smoke & heat detectors, and fire-rated walls, etc.) are not included.
General: Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up , any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.
Ramps: Site conditions may affect ramp configuration and cost. Customer is responsible for transition from end of ramp to grade and for extended or custom rails, if needed. Ramp skirting is available for an additional charge. Mobile Modular provides used/refurbished ramps - new ramps are available for purchase only.
Skirting: Skirting installation & removal is not included unless otherwise noted. When included, it is non-structural, non-fire rated and cosmetic only. Skirting pricing assumes a level site.
Tie-downs: Quantity and price may vary based on seismic source factor and site conditions. Patch and repair of site after removal is not included and is the responsibility of the Customer. Alternative non-penetrating seismic system is available for an additional charge. Wet-stamped engineering available for an additional charge.
Used building rental: Quotation is for a used or refurbished modular building. There may be variations in wall paneling, flooring, or other exterior and interior finishes. Dimensions are nominal unless otherwise stated.
Yes - Prevailing Wage: Pricing includes prevailing wage and certified payroll for installation work performed on site.

Floor Plans

Lease Quotation and Agreement

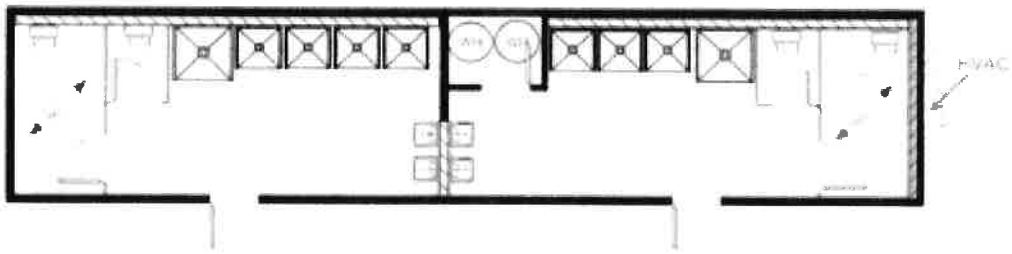
Quotation Number: 289248
Customer PO/Ref:
Date of Quote: 01/06/2020
Term: 8 Months

Office, 48x60 HCD (NonStd)



All drawings and specifications are nominal.

Restroom, 12x56 HCD (NonStd)



All drawings and specifications are nominal.

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. 1

WMB ARCHITECTS, INC.
PROFESSIONAL SERVICES AGREEMENT

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 WMB ARCHITECTS, INC., a California corporation (hereinafter "CONTRACTOR").

W I T N E S S E T H:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on October 15, 2018 (the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and

2. WHEREAS, CITY requested to increase the fees by an amount not-to-exceed $65,000, for a total not-to-exceed amount of $170,000, and amend the Scope of Services, as set forth in Exhibit 2, attached hereto and made part of; and

3. WHEREAS, CITY requested to extend the term of the Agreement through December 31, 2021; and

4. WHEREAS, CONTRACTOR agrees to said amendments.

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. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation

hereinabove called "CITY"

_____
STEPHEN SCHWABAUER
City Manager

Attest:

_____
PAMELA M. FARRIS, Assistant City Clerk

Approved as to Form:

_____
JANICE D. MAGDICH, City Attorney

WMB ARCHITECTS, INC., a California corporation
hereinabove called "CONTRACTOR"

_____
MELANIE VIEUX
Principal Architect

Exhibit 1

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on October 15, 20 18, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and WMB ARCHITECTS, 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 Lodi Electric Utility ADA, Security, and Ergonomic Upgrade Project (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 20, 2018 and terminates upon the completion of the Scope of Services or on December 31, 2020, 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: Elizabeth Kirkley, Electric Utility Director

To CONTRACTOR: WMB Architects, Inc.
5757 Pacific Avenue, Suite 226
Stocton, CA 95207
Melanie Vieux, Prinicpal Archetect

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: _____

WMB ARCHITECTS, INC.

By: _____
Name: MELANIE VIEUX
Title: Principal Architect

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

Funding Source: 50199000.77020
(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015

Exhibit A/B

WMB ARCHITECTS

PROPOSAL OF SERVICES
CITY OF LODI ELECTRIC UTILITY: ACCESSIBILITY + OFFICE REMODEL
17-058

August 3, 2018

DESCRIPTION OF THE PROJECT

Interior accessibility, ergonomic and security upgrade and remodel for Lodi Electric Utility's Main Offices, Annex and Warehouse located at 1331 S. Ham Lane in Lodi, California.

SCOPE OF SERVICES SUMMARY

The scope of services previously completed:
- *Task 1 – Investigation*
- *Task 2 – Schematic Design*

The scope of services includes:
- Task 3 – Design Development
- Task 4 – Construction Documents
- Task 5 – Permitting & Bidding
- Task 6 – Construction Support

The proposal includes services of the following disciplines:
- Architecture
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering

SCOPE OF SERVICES

Task 3 Design Development

3.1 Prepare Design Development documents including plans, elevations, sections, and schedules representing 50% level of project development
3.2 Coordination meetings with the Design Team
3.3 Design Development review meeting with Client

Task 4 Construction Documents

4.1 Upon approval of the Design Development documents and authorization from the Client, develop working drawings for permitting and constructing the project

4.2 Coordination with the Client's furniture vendor

4.3 Anticipated Architectural Deliverables:

a. Title Sheet/Code Compliance Documentation
b. Cal Green Compliance Summary
c. Accessibility Compliance Details & Schedules
d. Architectural Site Plan
e. Architectural Site Details (outdoor dining area)
f. Architectural Floor Plans (Dimension and Notation)
g. Architectural Details
h. Door, Window, Finish Schedules
i. Roof Plan
j. Reflected Ceiling Plan
k. Ceiling/Soffit Details
l. Finishes Schedules and Plans
m. Interior Details including built-in casework
n. Architectural Specifications

4.4 Anticipated Structural Deliverables:

a. Structural Details, Notes and Calculations

4.5 Anticipated Plumbing Deliverables

a. Plumbing Site Plan
b. Pluming Floor Plans
c. Plumbing Roof Plan
d. Pluming Schedules

4.6 Anticipated Mechanical Deliverables

a. Mechanical Site Plan
b. Mechanical Floor Plans
c. Mechanical Roof Plan
d. Mechanical Scheduled and Details
e. Energy Calculations

4.7 Anticipated Electrical Deliverables

a. Electrical Site Plan
b. Floor Plans: Lighting
c. Floor Plans: Power and Communications
d. HVAC Power Floor Plan
e. Power Roof Plan
f. Fire Alarm System Floor Plan
g. Fire Alarm System Details
h. One Line Diagram, Panel Schedules and Details
i. Electrical Details
j. Title 24 Compliance Documents

4.8 Documents will be submitted for Client review at 95% completion

4.9 Documents will be revised and brought to 100% completion for building permit application submittal

Task 5 Permitting & Bidding

5.1 Assist Client in preparing building permit application and permit documents
5.2 Assist Client in submitting permit application
5.3 Revise documents in response to building department plan review comments; provide written response letter; assist Client in re-submittal
5.4 Prepare Bid Documents
5.5 Respond to questions from Bidders during the bidding period
5.6 Prepare and issue addenda as required to formalize responses to bid questions and incorporate plan review revisions

Task 6 Construction Support Services

6.1 Construction site meetings and observation by architect
6.2 Construction site visits for mechanical, electrical engineer, and structural engineers
6.3 Process and document General Contractor's Requests for Information (RFI's)
6.4 Process product submittals and shop drawings
6.5 Review and evaluate product and equipment substitutions submitted by the General Contractor
6.6 Conduct Punch-list site and building evaluation at substantial completion. Develop punch list of items for correction.

Note: WMB Architects will not make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The firm will also not be responsible for construction means, methods, techniques or procedures or for safety precautions and programs in connection with the work and will not be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

Only services specifically described above are included in this proposal. All other tasks are considered Additional Services and are subject to a Change in Scope.

CLIENT RESPONSIBILITIES

A. The Client shall designate a representative authorized to act on the Client's behalf with respect to the project.
B. The Client shall furnish a hazardous materials report, as required.
C. The Client shall pay all jurisdictional and utility agency costs required for permit approval and inspection.

PROJECT SCHEDULE

This proposal was developed with the following schedule timeframe assumptions:

Task 1	*Investigation*	*Completed*
Task 2	*Schematic Design*	*Completed*
Task 3	**Design Development**	**2 months**
Task 4	**Construction Documents**	**3-4 months**
Task 5	**Permitting & Bidding**	**TBD**
Task 6	**Construction Support**	**TBD**

FEE PROPOSAL

WMB will provide these services for **a fixed fee of $101,850**, as itemized by task and discipline below. Reimbursable expenses, estimated at $750, are in addition to the fee and will be billed as incurred at cost plus 10 percent.

	TASK	WMB Architect	Mozaffari Structural Allowance	Scheflo Mechanical	HCS Electrical	Totals By Task
1	*INVESTIGATION*	$ -	$ -	$ -	$ -	$ -
2	*SCHEMATIC DESIGN*	$ -	$ -	$ -	$ -	$ -
3	DESIGN DEVELOPMENT	$ 14,050	$ -	$ 8,750	$ 10,500	**$ 33,300**
4	CONSTRUCTION DOCUMENTS	$ 18,400	$ 5,000	$ 1,250	$ 750	**$ 25,400**
5	PERMITTING & BIDDING	$ 10,900	$ -	$ 625	$ 750	**$ 12,275**
6	CONSTRUCTION SUPPORT	$ 26,500	$ -	$ 1,875	$ 2,500	**$ 30,875**
	TOTAL PROFESSIONAL SERVICES FEE	$ 69,850	$ 5,000	$ 12,500	$ 14,500	$ 101,850
	REIMBURSABLES					**$ 750**
	PROPOSED CONTRACT VALUE					$ 102,600

Invoices shall be rendered monthly in proportion to the amount of services completed.

Reimbursable expenses include costs incurred by the Architect, the Architect's employees and Consultants directly related to the Project including but not limited to mileage, printing, reproductions, plots, renderings, and postage/shipping. Estimated cost of printing drawing sets and associated documents required for permit application and backcheck is included in the Reimbursable Allowance above. It is assumed that Bid Documents will be distributed electronically; printing of Bid Documents is not included in the Reimbursable Allowance above.

If additional services are required beyond the Scope of Services described above, a Change in Project Scope agreement will be prepared and submitted for the Client's authorization prior to the performance of Additional Services.

The terms of this proposal are valid for 90 days.

Thank you for providing us with the opportunity to present you with this proposal. We look forward to working with you on this important project.

Sincerely,
WMB Architects, Inc.

Melanie Vieux

Melanie Vieux
Principal Architect | CA License C-30857

WMB ARCHITECTS
Stockton | Sacramento

Schedule of Hourly Rates

WMB ARCHITECTS	
Senior Principal Architect	$175
Certified Access Specialist (CASp)	$165
Principal Architect	$150
Interior Designer	$150
Project Architect	$135
Staff Architect	$120
Project Manager	$110
Project Designer	$100
BIM Technician	$95
Administrative Support	$65
Structural Engineering	
MOZAFFARI ENGINEERING	
Principal Engineer	$250
Project Structural Engineer	$200
Junior Engineer	$150
Lead CAD Supervisor	$125
CAD Operator	$100
Business Manager / Clerical	$65
Mechanical Engineering	
ALEXANDER SCHEFLO & ASSOCIATES	
Principal	$160
Engineering	$120
Designer	$95
Drafting	$85
Computer Input	$75
Secretarial	$75
Electrical Engineering	
HCS ENGINEERING - 2018	
Principal Electrical Engineer	$200
Senior Electrical Engineer	$175
Electrical Engineer	$140
Designer	$100
Draftsman	$85
Project Administration Support	$60

REIMBURSABLE EXPENSE RATES

Reimbursable expenses are billed at cost + 10%.
Mileage is billed at the current IRS rate.

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 Design Professionals- Architects/Engineers

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.
4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limits not less than **$2,000,000** per occurrence or claim.

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.

Exhibit 2

WMB ARCHITECTS

5757 Pacific Avenue
Suite 226
Stockton CA 95207
209.944.9110

2000 L Street
Suite 125
Sacramento CA 95811
916.254.5546

Change in Project Scope

SCOPE CHANGE NUMBER:	01
PROJECT NAME:	City of Lodi Electric Utility – Storage Structures
PROJECT NUMBER:	17-058
INITIATION DATE:	February 11, 2020
CONTRACT DATE:	August 8, 2018
OWNER	City of Lodi

Proposed Change in Project Scope

Auxiliary storage structures to support Lodi Electric Utility's main offices, located at 1331 S. Ham Lane in Lodi, California.

1. Hazardous Materials Storage Structure
2. Spool Storage Structure

Change in Architectural / Engineering Contract Fees:

• Original Fee	$102,600
• Previous scope changes	$0
• Fee prior to this scope change	$102,600
• Fee will be increased by	$60,945
• New fee	$163,545

COMMENTS:

Architect Signature: Melanie Kung Date: February 27, 2020

Owner Signature: _____ Date: _____

Original NTE - $105,000
Amendment No. 1 NTE - $65,000
Total Agreement NTE - $170,000

WMB ARCHITECTS

PROPOSAL OF SERVICES
CITY OF LODI ELECTRIC UTILITY – STORAGE STRUCTURES
17-058

February 27, 2020

DESCRIPTION OF THE PROJECT

Auxiliary storage structures to support Lodi Electric Utility's main offices, located at 1331 S. Ham Lane in Lodi, California.

1. **Hazardous Materials Storage Structure**
2. **Spool Storage Structure**

SCOPE OF SERVICES SUMMARY

The scope of services includes:

Task 1 – Design
Task 2 – Construction Documents - Pricing Plan
Task 3 – Permitting
Task 4 – Bidding Assistance
Task 5 – Construction Support

The proposal includes services of the following disciplines:

Architecture – WMB Architects Inc. - Sacramento | Stockton
Structural Engineering – Mozaffari Engineering - Modesto
Mechanical Engineering – Alexander Scheflo and Associates, Inc. - Stockton
Electrical Engineering – HCS Engineering, Inc. – Stockton

SCOPE OF SERVICES

Task 1 Design

1.1 Review Clients program information and documents.
1.2 Develop floor plan of the building. Integrate floor plan into site survey area.
1.3 Develop exterior design with hand-sketch elevations and typical building section.
1.4 Meet with Client for review and comment. One cycle iteration if necessary to obtain approval.
1.5 Modify design based on comments. Prepare a Revit model and base plans: floor plan, building section, roof plans and exterior elevations.

Deliverables :

A. *Concept hand-sketch site plan, floor plan, exterior elevations and building section.*
B. *Perspective views, site plan, floor plan, roof plan, building section and exterior elevations.*
C. *One (1) Client Meeting*

Task 2 Construction Documents

2.1 Upon approval of the Design documents and authorization from the Client, develop working drawings for permitting and constructing the project

2.2 Provide coordination with the Client's representatives

2.3 Construction Documents / Pricing Plan will be submitted to Client for review prior to completion

2.4 Documents will be revised with Client comments and brought to appropriate level for obtaining bids from prospective contractors.

Deliverables:

A. *Design development drawings representing bidding documents for all building systems - architectural, mechanical, plumbing, electrical power, lighting, communications, A/V and signal systems*

B. *Cut sheets of all equipment and fixtures for all site and building systems.*

C. *Samples and cut sheets of final interior material finishes palette selections /color scheme*

D. *Structural calculations.*

E. *Mechanical, envelope and electrical Title 24 Energy Compliance Calculations.*

F. *Green Building Code compliance schedules.*

G. *Geotechnical letter of construction document conformance.*

H. Two (2) Client Meetings

Task 3 Permitting

3.1 Assist Client in preparing City Building permit application. Prepare permit document packages, including documents prepared by others.

3.2 Assist Client in submitting permit applications. Retrieve City and County comments: distribute to appropriate consultants.

3.3 Revise architectural documents in response to building department plan review comments; provide written response letter; assist Client in re-submittal

3.4 Assist Client in resubmitting response documents for permit.

Deliverables :

A. *Construction Documents in printed and electronic form.*

B. *Completed building permit application.*

C. *Written responses to City and County agency review comments; revised construction drawings as required.*

Task 4 Bidding Assistance

4.1 Respond to questions from Bidders during the bidding period

4.2 Prepare and issue addenda as required to formalize responses to bid questions and incorporate plan review revisions

Deliverables:

A. *Written response to bid requests for information.*

B. *Construction documentation in electronic distribution form for bidding*

C. *Construction Document Addendum and drawings/specifications as required.*

Task 5 Construction Support Services (anticipate construction timeframe: 12 calendar weeks)

5.1 Three (3) Construction site meetings and observation by architect.
5.2 Process and document as required General Contractor's Requests for Information (RFI's)
5.3 Process product submittals and shop drawings
5.4 Review and evaluate substitutions to products and equipment submitted by the General Contractor
5.5 Prepare Architect's Supplemental Instructions as required.
5.6 For submittal/shop drawing review, RFI responses and substitution review, the fee includes four (4) hours of Principal Architect time, and twelve (12) hours of staff architect time.
5.7 Conduct Punch-list site and building evaluation at substantial completion. Develop punch list of items for correction.

Deliverables:

A. *Written response to requests for information.*
B. *Documentation of submittal reviews*
C. *Documentation of Architect's Supplemental Instructions*
Three (3) Client|Contractor SiteMeetings + one (1) punch site meetings

Only services specifically described above are included in this proposal. All other tasks are considered Additional Services and are subject to a Change in Scope.

CLIENT RESPONSIBILITIES

The following areas are to be the responsibility of and paid for by the Client:

A. Designate a representative authorized to act on the Client's behalf with respect to the project.
B. Furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, pavements, and adjoining property, rights-of-way, restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available services and utility lines both public and private, above and below grade, including inverts and depths.
C. Furnish a water pressure test for the local water system at potential points of connection.
D. Furnish a geotechnical (soils) report.
E. Provide a hazardous materials survey of the existing building. .
F. The Client shall pay all jurisdictional and utility agency costs required for permit approval and inspection.

FEE PROPOSAL

WMB will provide these services for **a fixed fee of $58,695**, as itemized by task and discipline below. Reimbursable expenses, estimated at $750, are in addition to the fee and will be billed as incurred at cost plus 10 percent. Also included in this proposal is an additional fee of $1,500 requested for unforeseen plan check comments related to structural engineering.

TASK	WMB Architect	Mozaffari Structural	Scheflo Mechanical	HCS Electrical	Totals By Task
1 DESIGN	$ 5,520	$ 3,410	$ 875	$ 1,730	**$ 11,535**
2 CONSTRUCTION DOCUMENTS	$ 13,540	$ 6,690	$ 1,760	$ 2,860	**$ 24,850**
3 PERMITTING	$ 5,130	$ -	$ 580	$ 530	**$ 6,240**
4 BIDDING ASSISTANCE	$ 2,270	$ -	$ -	$ 530	**$ 2,800**
5 CONSTRUCTION SUPPORT	$ 9,710	$ -	$ 430	$ 3,130	**$ 13,270**
	$ 36,170	$ 10,100	$ 3,645	$ 8,780	

TOTAL PROFESSIONAL SERVICES FEE	$ 58,695
STRUCTURAL ENGINEERING SCOPE CHANGE (PREVIOUS PHASE- OFFICE REMODEL)	$ 1,500
REIMBURSABLES	$ 750
PROPOSED CONTRACT VALUE	**$ 60,945**

Invoices shall be rendered monthly in proportion to the amount of services completed.

Reimbursable expenses include costs incurred by the Architect, the Architect's employees and Consultants directly related to the Project including but not limited to mileage, printing, reproductions, plots, renderings, and postage/shipping. Estimated cost of printing drawing sets and associated documents required for permit application and backcheck is/is not included in the Reimbursable Allowance above. It is assumed that Bid Documents will be distributed electronically; printing of Bid Documents is not included in the Reimbursable Allowance above.

If additional services are required beyond the Scope of Services described above, a Change in Project Scope agreement will be prepared and submitted for the Client's authorization prior to the performance of Additional Services.

The terms of this proposal are valid for 90 days.
Thank you for providing us with the opportunity to present you with this proposal. We have attached a Change in Project Scope for your review and signature. We look forward to working with you on this important project.

Sincerely,
WMB Architects, Inc.

Melanie Vieux
Principal Architect | CA License C-30857

WMB ARCHITECTS
Stockton | Sacramento

Schedule of Hourly Rates

WMB ARCHITECTS	
Senior Principal Architect	$200
Principal Architect	$180
Project Architect	$160
Architect II	$140
Architect I	$130
Designer	$120
BIM Technician	$100
Administrative Support	$75
MOZAFFARI ENGINEERING	
Principal Engineer	$275
Project Structural Engineer	$200
Junior Engineer	$150
Lead CAD Supervisor	$125
CAD Operator	$110
Business Manager / Clerical	$95
ALEXANDER SCHEFLO & ASSOCIATES	
Principal	$165
Engineering	$145
Designer	$125
Drafting	$85
Computer Input	$75
Secretarial	$75
HCS ENGINEERING	
Principal Electrical Engineer	$200
Senior Electrical Engineer	$175
Electrical Engineer	$140
Designer	$100
Draftsman	$85
Project Administration Support	$60

REIMBURSABLE EXPENSE RATES

Reimbursable expenses are billed at cost + 10%.
Mileage is billed at the current IRS rate.

Advanced payment of permit fees by WMB Architects on behalf of the Owner or Client will include a 15% administrative fee added to the cost of the permit fees.

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS FOR THE LODI ELECTRIC UTILITY FACILITY RENOVATION PROJECT WITH MOBILE MODULAR MANAGEMENT CORPORATION, OF LIVERMORE, AND WMB ARCHITECTS, INC., OF STOCKTON

==========

WHEREAS, the Lodi Electric Utility (LEU) currently occupies and utilizes multiple buildings and facilities located at 1331 South Ham Lane, a yard shared by both the Public Works and LEU for several years; and

WHEREAS, at the September 19, 2018 meeting, the City Council approved a contract with WMB Architects, Inc., to complete the final engineering and design, and develop specifications in preparation to solicit bids for construction of the project; and

WHEREAS, the project will include offices, public lobbies, public counters, Americans with Disabilities Act (ADA) access, ADA staff bathroom facilities, new accessible locker rooms, an enlarged training room, lighting, communications, space conditioning, and associated staff support areas, as well as a transformer storage building and a covered wire reel storage structure; and

WHEREAS, to accommodate staff and enable their work to continue during the project, temporary office and restroom facilities are needed and will be located adjacent to the current LEU Administration Office; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute a Professional Services Agreement with Mobile Modular Management Corporation, of Livermore, in the amount of $181,422, for the Lodi Electric Utility Facility Renovation Project providing temporary work space for LEU staff during the renovation project; and

WHEREAS, staff further recommends that the City Council authorize the City Manager to execute Amendment No. 1 to the existing Professional Services Agreement with WMB Architects, Inc., of Stockton, in an amount not to exceed $65,000, for the Lodi Electric Utility Facility Renovation Project, providing design work not originally accounted for relating to the transformer storage building and covered wire reel storage area.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Mobile Modular Management Corporation, of Livermore, in the amount of $181,422, for the Lodi Electric Utility Facility Renovation Project providing temporary work space for LEU staff during the renovation project; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute Amendment No. 1 to the existing Professional Services Agreement with WMB Architects, Inc., of Stockton, in an amount not to exceed $65,000, for the Lodi Electric Utility Facility Renovation Project, providing design work not originally accounted for relating to the transformer storage building and covered wire reel storage area; 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: March 18, 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 March 18, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

AGENDA ITEM C-05

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Bids for the Purchase of 47 Wood Poles from Stella Jones of Tacoma, Washington($49,714.90) and 28 Wood Poles from Oeser of Bellingham, Washington($26,789.72)

MEETING DATE: March 18, 2020

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt resolution awarding bids for the purchase of 47 wood poles from Stella Jones of Tacoma, Washington in the amount of $49,714.90 and 28 wood poles from Oeser, of Bellingham, Washington in the amount of $26,789.72 for a total award of $77,269.67.

BACKGROUND INFORMATION: On February 19, 2020 the Lodi Electric utility advertised bids to replenish inventory consumed as a result of ongoing maintenance and development projects.

The Electric Utility advertised bids to purchase 75 wood poles. On March 4th, 2020 bids were opened with three suppliers submitting proposals as shown in Exhibit-1. Staff reviewed the proposals and deemed the following as the lowest responsive bids and compliant with the approved specifications.

	General Pacific	Oeser	Stella-Jones	Winning Bid with CA Lumber Products Assessment (1%)
5 ea -35' CL 3	$3,095.95	$2,976.88	$2,993.11	$3,006.65
20 ea - 50' CL3	$20,610.00	$19,181.90	$19,961.30	$19,373.72
7 ea - 50' CL1	$9,691.62	$9,494.61	$9,380.95	$9,474.76
3 ea - 55' CL1	$4,812.80	$4,630.94	$4,660.16	$4,677.25
20 ea - 45' CL3	$17,861.25	$18,770.55	$17,298.35	$17,471.33
20 ea - 45' CL1	$23,793.35	$23,598.50	$23,035.60	$23,265.96
75 total poles	**$0**	**$26,789.72**	**$49,714.90**	**$77,269.67**

FISCAL IMPACT: Procurement cost is $77,269.67.

FUNDING AVAILABLE: Included in FY2019/20 Budget Account No. 500.13496.

Andrew Keys
Deputy City Manager/Internal Services Director

Jeff Berkheimer
Electric Utility Director

PREPARED BY: Tim Combs, Electric Utility Superintendent/NB

APPROVED: _____
Stephen Schwabauer, City Manager

Exhibit 1

Wood Utility Poles
Bid Opening 3-4-20

	A	B	C	D	E
1		**General Pacific**	**Oeser**	**Stella-Jones**	**Winning Bid with CA Lumber Products Assessment (1%)**
2	5 ea -35' CL 3	$3,095.95	**$2,976.88**	$2,993.11	**$3,006.65**
3	20 ea - 50' CL3	$20,610.00	**$19,181.90**	$19,961.30	**$19,373.72**
4	7 ea - 50' CL1	$9,691.62	$9,494.61	**$9,380.95**	**$9,474.76**
5	3 ea - 55' CL1	$4,812.80	**$4,630.94**	$4,660.16	**$4,677.25**
6	20 ea - 45' CL3	$17,861.25	$18,770.55	**$17,298.35**	**$17,471.33**
7	20 ea - 45' CL1	$23,793.35	$23,598.50	**$23,035.60**	**$23,265.96**
8	**75 total poles**	**$0**	**$26,789.72**	**$49,714.90**	**$77,269.67**

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
THE BID FOR THE PURCHASE OF WOOD POLES FROM
STELLA JONES, OF TACOMA, WASHINGTON, AND OESER,
OF BELLINGHAM, WASHINGTON

==========

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on March 4, 2020 at 11:00 a.m., for the purchase of 75 wood poles for the Electric Utility Department, described in the specifications therefore approved by the City Council on May 15, 2019; and

WHEREAS, said bids have been compared as to total costs checked, and tabulated and a report thereof filed with the City Manager; and

WHEREAS, the bids meeting the City's specifications with the lowest bid costs are shown below:

	General Pacific	Oeser	Stella-Jones	Winning Bid with CA Lumber Products Assessment (1%)
5 ea -35' CL 3	$3,095.95	**$2,976.88**	$2,993.11	$ 3,006.65
20 ea - 50' CL3	$20,610.00	**$19,181.90**	$19,961.30	$19,373.72
7 ea - 50' CL1	$9,691.62	$9,494.61	**$9,380.95**	$ 9,474.76
3 ea - 55' CL1	$4,812.80	**$4,630.94**	$4,660.16	$ 4,677.25
20 ea - 45' CL3	$17,861.25	$18,770.55	**$17,298.35**	$17,471.33
20 ea - 45' CL1	$23,793.35	$23,598.50	**$23,035.60**	$23,265.96
75 total poles	**$0**	**$26,789.72**	**$49,714.90**	**$77,269.67**

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the bid for the purchase of 47 wood poles from Stella Jones, of Tacoma, Washington, in the amount of $49,714.90, and 28 wood poles from Oeser, of Bellingham, Washington, in the amount of $26,789.72, for a total award of $77,269.67.

Dated: March 18, 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 on March 18, 2020 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

AGENDA ITEM C-06

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing Purchase of Self-Contained Breathing Apparatus Masks and Tanks from Bauer Compressors of Livermore, CA and Gas Masks from Adamson Police Products of Livermore, CA and Appropriate Funds ($77,494.80)

MEETING DATE: March 4, 2020

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt Resolution Authorizing Purchase of Self-Contained Breathing Apparatus Masks and Tanks from Bauer Compressors and Gas Masks from Adamson Police Products both of Livermore, CA and Appropriate Funds in the amount of $77,494.80.

BACKGROUND INFORMATION: The Police Department's Special Weapons and Tactics (SWAT) team is a law enforcement unit comprising of 15 members which uses specialized or military equipment and tactics to deploy against threats of active shooters, terrorism, crowd control, hostage taking, and call-outs beyond the capabilities of ordinary law enforcement, most of the times deemed "high-risk".

The Bomb Squad has one of the two accredited bomb squads in San Joaquin County. The Department's bomb squad is manned with four certified bomb technicians. Our bomb techs respond to call-outs involving explosive devices or post-blast investigations throughout the entire county. These four technicians are trained in and will respond to calls that involve chemical bombs and biological weapons.

Many of these call-outs put our officers at risk of exposure to hazardous and deadly chemicals. When responding to these threats many times our officers can be exposed to tear gas, chlorine gas, pepper spray, and drug labs that house many hazardous chemicals including fentanyl and butane. Due to these exposures our SWAT team and Bomb Squad need to be equipped with gas masks and self-contained breathing apparatus masks (SCBA) and tanks. Our current gas masks were purchased in 2013 and have a five year life span. Our SCBAs were purchased in 2004 and have a fifteen year life span. Both are past their effective longevity.

The SCBA's from Bauer Compressors will work with Lodi Fire Department's equipment which means that the Lodi Fire Department can refill the air tanks, fit test the masks, and help fix or resolve any SCBA issues that need immediate attention. The Fire Department has already been helping Police with some of these functions and has offered to continue to do so. Avon makes a SCBA but it is more expensive and would require the purchase of additional equipment to be compatible with LFD equipment, Adamson's SCBA option is also more expensive.

APPROVED: _____

Stephen Schwabauer, City Manager

The Department reached out to three companies to get gas masks quotes. Our local distributers carry different brands with differing features. Locally we received quotes from Bauer and Adamson. Bauer carries the MSA brand gas masks and Adamson and Galls carry Avon. MSA filters protrude out in front of the mask unlike the Avon Gas Masks filters, they do not protrude out and are positioned on the sides of the mask. The Avon masks present a better option for tactical shooting positions.

Both options also come with a digital voice microphone so that voice commands can be easily heard. This is critical to be able to clearly communicate in order to de-escalate high risk situations. However, the positioning of the microphone in the MSA option helps lead to the bulky configuration in the front of the mask.

Curtis does not supply gas masks and Galls does not supply SCBAs.

The breakdown of pricing is below:

Vendor	Total
SCBAs	
Bauer Compressors	$ 52,690.69
Curtis	$ 85,601.31
Adamson Police Products	$ 93,622.81
Gas Masks	
Bauer Compressors	$ 16,656.38
Adamson Police Products	$ 24,804.11
Galls	$ 28,215.00

Staff recommends authorizing City Manager to execute a purchase order with Bauer Compressors, the lowest bidder, for the SCBAs, and Adamson Police Products for gas masks.

FISCAL IMPACT: The purchase price of $77,494.80 is included in the FY 2019/20 budget.

FUNDING AVAILABLE: Measure L Safety Equipment (10332000.72306)

Andrew Keys
Deputy City Manager/Internal Services Director

Tod Patterson
Chief of Police

Quote:

MSA

BAUER COMPRESSORS

Date: November 4, 2019
To: Daniel Bristow
Lodi Police Department

Phone: 209-333-6727
Email: dbristow@lodi.gov

267 East Airway Blvd.
Livermore , CA 94551
www.bauersf.com

Qty	Part #	Description	Unit Price	Line Total
15	G1IN-4513H1S1AAH1	SCBA TYPE PRESSURE CONNECTION 4-4500 QUICK-CONN CYL CONN HARNESS 5-KEVLAR HARNESS, W/PADDING HARNESS CHEST STRAP 1-CHEST STRAP CYLINDER CRADLE 3-METAL BAND CRADLE W/G1 LATCH CYLINDER H- 45 MIN CARBON,LOW PRO,4500 CYLINDER HANDWHEEL 1-STANDARD REGULATOR S-UNI Q-CON HOSE,H COVER,CBRN PRESSURE GAUGE 1-STAND REMOTE PRESSURE GAUGE AIRLINE ACCESSORY A- NONE EMERGENCY BREATHING SUPPORT A- NONE FACEPIECE H-MD BLANK,MD NOSE,4PT KEVLAR SCBA CASE 1- HARD CASE	$3,245.00	$ 48,675.00
			Subtotal	$ 48,675.00
			8.25%	$4,015.69
			Total	$ 52,690.69

Note: Prices do not include shipping/handling charges or sales tax unless specified. Quotation prices are valid for 60 days. Call 925-449-7210 if past expiration date. Thank you for the opportunity to submit this quotation. If you have any questions please give us a call.

Sincerely,

Dan Kroetch
Phone: +1 (925) 449-7210
Cell: +1 (510) 909-6157
Fax: + 1 (925)-449-7201

Ph: 510-839-5111
TF: 800-443-3556
Fax: 510-839-5325
oaksales@lncurtis.com
DUNS#: 00-922-4163

CURTIS
TOOLS FOR HEROES

Pacific North Division
185 Lennon Lane Suite 110
Walnut Creek, CA 94598
www.LNCURTIS.com
Quotation No. 140133

Quotation

CUSTOMER:
Lodi City Fire Department
PO Box 3006
Lodi CA 95241

SHIP TO:
Lodi City Fire Department
P.O. Box 3006
Lodi CA 95241

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
140133	01/09/2020	03/09/2020

SALESPERSON
Chris Parano
cparano@lncurtis.com
559-301-5156

CUSTOMER SERVICE REP
Chris Parano
cparano@lncurtis.com
559-301-5156

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
LODI SWAT TEAM	KEVIN KENT	C33490	Net 30	FR

F.O.B.	SHIP VIA	REQ. DELIVERY DATE
DEST	Best Way	

NOTES & DISCLAIMERS

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

TRANSPORTATION IS INCLUDED IN BELOW PRICING.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	15	EA	G1 4500 SCBA MSA CUSTOM	G1 4500# FIRE SERVICE SCBA, AS BELOW;	$4,260.00	$63,900.00
2	15	EA	10175708 MSA	45MIN 4500# G1 SCBA LOW PROFILE CYLINDER, WITH AIR, W/ QUICK CONNECT REMOTE CONNECTION	$716.36	$10,745.40
3	15	EA	10161810 MSA	MEDIUM G1 FACEPIECE WITH MEDIUM NOSECUP, INCLUDES: * 4-POINT ADJUSTABLE CLOTH HEAD HARNESS * CLOTH NECKSTRAP * FIXED PUSH-TO-CONNECT REGULATOR CONNECTION * ATO NUMBER: A-G1FP-FM1M4C1	$206.00	$3,090.00
4	1	EA	10158385 MSA	G1 SCBA CHARGING STATION KIT	$376.99	$376.99
5	5	EA	10148741-SP MSA	BATTERY PACK, G1, RECHARGEABLE	$194.67	$973.35

Ph: 510-839-5111
TF: 800-443-3556
Fax: 510-839-5325
oaksales@lncurtis.com
DUNS#: 00-922-4163

CURTIS
TOOLS FOR HEROES

Pacific North Division
185 Lennon Lane Suite 110
Walnut Creek, CA 94598
www.LNCURTIS.com
Quotation No. 140133

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE

DUNS NUMBER: 009224163
SIC CODE: 5099
FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 03/09/2020. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal	$79,085.74
Tax	$6,524.57
Transportation	$0.00
Total	$85,610.31

adamson police products
Est. 1980

Quotation

DATE	PAGE
Oct 29, 2019	1

ORDER NUMBER
QT00012563

160 Airway Blvd
Livermore, CA94551
PH: (925) 292-3166 FX: (925) 960-1190

Sold To
CITY OF LODI
CITY HALL/FINANCE DEPT.
ATTN: ACCOUNTS PAYABLE
P.O. BOX 3006
LODI, CA 95241-1910

Ship To
CITY OF LODI
CITY HALL/FINANCE DEPT.
ATTN: RAUL ELIAS
P.O. BOX 3006
LODI, CA 95241-1910

REFERENCE	PO NUMBER	CUSTOMER NO	SALESPERSON	ORDER DATE	SHIP VIA	TERMS
RAUL ELIAS		302004	EHOUSE	Oct 29, 2019		NETO30

QUANTITY ORD	SHIP	B / O	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UNIT	AMOUNT
15	0	15	085/70501-697-7	FM54 TWINPORT SPECIALIST RESPONDER KIT, MED **NEW 2019**	768.75	EA	11,531.25
15	0	15	085/602651	AVON VPU GEN II W/MICROPHONE ASSEMBLY	466.47	EA	6,997.05
15	0	15	999/9999	AVON PT# ST45-N-45-10-30-00-00-00-10-60-F	4,545.000	EA	68,175.00
			MC0019	FREIGHT ON MERCHANDISE - LIVERMORE SHIPPING ESTIMATE ONLY AND SUBJECT TO CHANGE			200.00

This quote is valid for60 days

Subtotal	**86,903.30**
Total Sales Tax	**6,719.51**
Total Order	**93,622.81**

Original

adamson police products
Est. 1980

Quotation

DATE	PAGE
Jan 3, 2020	1

ORDER NUMBER
QT00012701

160 Airway Blvd
Livermore, CA94551
PH: (925) 292-3166 FX: (925) 960-1190

Sold To
CITY OF LODI
CITY HALL/FINANCE DEPT.
ATTN: ACCOUNTS PAYABLE
P.O. BOX 3006
LODI, CA 95241-1910

Ship To
CITY OF LODI
CITY HALL/FINANCE DEPT.
ATTN: RAUL ELIAS
P.O. BOX 3006
LODI, CA 95241-1910

REFERENCE	PO NUMBER	CUSTOMER NO	SALESPERSON	ORDER DATE	SHIP VIA	TERMS
RAUL ELIAS		302004	EHOUSE	Jan 3, 2020		NETO30

QUANTITY ORD	SHIP	B / O	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UNIT	AMOUNT
19	0	19	085/70501-697-7	FM54 TWINPORT SPECIALIST RESPONDER KIT, MED **NEW 2019**	740.96	EA	14,078.24
19	0	19	085/602651	AVON VPU GEN II W/MICROPHONE ASSEMBLY	466.47	EA	8,862.93
			MC0019	FREIGHT ON MERCHANDISE - LIVERMORE SHIPPING SUBJECT TO CHANGE ESTIMATE ONLY			85.00

This quote is valid for60 days

Subtotal	23,026.17
Total Sales Tax	1,777.94
Total Order	24,804.11

Original

Quote:

MSA

BAUER COMPRESSORS

Date: February 24, 2020
To: Daniel Bristow
Lodi Police Department

Phone: 209-333-6727
Email: dbristow@lodi.gov

267 East Airway Blvd.
Livermore , CA 94551
www.bauersf.com

Qty	Part #	Description	Unit Price	Line Total
19	10051287	FACEPIECE, MILLENNIUM, PKG, MD, CLEAR	$375.15	$ 7,127.85
19	10046570	CANISTER, CBRN, PKG, THREADED	$46.03	$ 874.57
19	10144231-SP	Kit, Filter Adapter Assy, G1 Facepiece	$86.06	$ 1,635.14
19	10026265	AMPLIFIER, VOICE, ESP II	$302.60	$ 5,749.40
			Subtotal	$ 15,386.96
			8.25%	$1,269.42
			Total	$ 16,656.38

Note: Prices do not include shipping/handling charges or sales tax unless specified. Quotation prices are valid for 60 days. Call 925-449-7210 if past expiration date. Thank you for the opportunity to submit this quotation. If you have any questions please give us a call.

Sincerely,

Dan Kroetch
Phone: +1 (925) 449-7210
Cell: +1 (510) 909-6157
Fax: + 1 (925)-449-7201

19

Search GO

SHOPPING CART

Back to Shopping

ITEMS

UNIT PRICE
QTY
TOTAL PRICE

AVON PROTECTION SYSTEMS FM53 MULTI-ROLE RPE SYSTEM

Item#: TE2206 | Mfg#: 72601-229

Size: MEDIUM

$1,485.00

19

$28,215.00

Estimated ship date 04/02/2020

Galls restricts the sale of body armor and related products to public safety professionals, military, security officers. Appropriate documentation will be required. If shipping to Connecticut, you must ship to law enforcement agency address. Click HERE for more information.

ADD TO LIST EDIT ITEM REMOVE

BACK TO SHOPPING UPDATE CART CHECKOUT

UPDATE CART

CHECKOUT

PRICING

Subtotal: $28,215.00 (19)

COUPON OR PROMO CODE

GA15 APPLY

YOU MAY ALSO LIKE

Perfect Fit Duty Book Style Leather ID and Badge Case

MSA Mask

Avon Mask

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
PURCHASE OF GAS MASKS AND SELF-CONTAINED
BREATHING APPARATUS MASKS AND TANKS; AND
FURTHER APPROPRIATING FUNDS

==========

WHEREAS, the Police Department's Special Weapons and Tactics (SWAT) team is a law enforcement unit comprising of 15 members which uses specialized or military equipment and tactics to deploy against threats of active shooters, terrorism, crowd control, hostage taking, and call-outs beyond the capabilities of ordinary law enforcement, most of the time deemed "high-risk"; and

WHEREAS, the Department's bomb squad is manned with four certified bomb technicians, responding to call-outs involving explosive devices or post-blast investigations containing chemical bombs and biological weapons; and

WHEREAS, the current gas masks were purchased in 2013 and have a five-year life span, and the self-contained breathing apparatus (SCBA) were purchased in 2004 and have a fifteen-year life span; both are past their effective longevity; and

WHEREAS, the department is requesting the purchase of 15 SCBAs and masks from Bauer Compressors and 19 gas masks from Adamson Police Products.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the purchase of 15 self-contained breathing apparatus masks and tanks from Bauer Compressors, of Livermore, in the amount of $52,690.69, and 19 Avon gas masks from Adamson Police Products, of Livermore, in the amount of $24,804.11; and

BE IT FURTHER RESOLVED that funds in the amount of $77,494.80 be appropriated from Measure L Safety Equipment $77,494.80 (10332000.72306 - Expense) for these purchases.

Date: March 18, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the Lodi City Council in a regular meeting held March 18, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing Purchase of Maintenance Connection Annual Licensing, Support, and Hosting Fees for Asset Management Software from Accruent, LLC, of Austin, Texas (formerly known as Maintenance Connection) ($25,494)

MEETING DATE: March 18, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing purchase of Maintenance Connection annual licensing, support, and hosting fees for asset management software from Accruent, LLC, of Austin, Texas, (formerly known as Maintenance Connection), in the amount of $25,494.

BACKGROUND INFORMATION: Public Works and Electric Utility have been utilizing an asset management software program developed by Maintenance Connection since 2015. At the time, both utilities considered several asset management software providers and solicited bids from three companies, with Maintenance Connection being the low bidder.

On August 3, 2015, the City and Maintenance Connection entered into a Professional Services Agreement including onsite implementation and training, licensing, technical support, and software cloud hosting fees, in the amount of $60,384. The City has continued to purchase annual technical support and hosting each year. In 2018, Accruent, LLC acquired Maintenance Connection. As a result, the Maintenance Connection product is now a wholly owned subsidiary of Accruent, LLC.

The goals and objectives of an asset management system are still the same today as they were back in 2015. These goals include: work order generation and tracking, scheduling reoccurring preventative maintenance, increasing asset life, preventing and predicting asset failures, improving labor productivity, reducing downtime and lowering the total cost of maintenance.

Staff recommends approval of the purchase of Maintenance Connection annual licensing, support and hosting fees for asset management software from Accruent LLC, in the amount of $25,494.

FISCAL IMPACT: Annual licensing, software support, and cloud hosting costs will be split between Public Works and Electric Utility and budgeted each fiscal year. This purchase will not impact the General Fund.

APPROVED: _____

Stephen Schwabauer, City Manager

FUNDING AVAILABLE:	Water Administration Fund (59099000.77020):	$ 6,373.50
	Wastewater Administration Fund (59099000.77020):	$ 6,373.50
	Electric Utility Fund (50061500.72450)	$ 12,747.00
	TOTAL:	$ 25,494.00

_____
Andrew Keys
Deputy City Manager/Internal Services Director

_____
Charles E. Swimley, Jr.
Public Works Director

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

Exhibit A/B

11500 Alterra Pkwy
Suite 110
Austin, TX 78758

Tel: (512) 861-0726
Web: www.accruent.com

accruent

Client Information

Client Name:	City of Lodi	**Client Contact Name:**	Andrew Richle
Bill To:	PO Box 3006 Lodi, CA 95241-1910 USA	**Client Contact Email:**	arichle@lodi.gov
Ship To:	1331 South Ham Lane Lodi, CA 95242 USA	**Client Contact Phone:**	1-209-333-6800 Ext 2690
Billing Email:	arichle@lodi.gov		

Quote Information

Quote #:	Q-166564-2	**Quote Expiration:**	3/31/2020
Start Date:	8/8/2019	**End Date:**	8/7/2020
Invoice Frequency:	Annual		

SaaS Information and Fees

Product	Quantity	Metric	Start Date	Net Total
MC Hosting - Secure Database services	8	Concurrent Licenses	8/8/2019	USD 10,454.40
MC Cloud - Document Attachment Storage	1	Concurrent Licenses	8/8/2019	USD 1,306.80
Hosting - MC Express	1	Concurrent Licenses	8/8/2019	USD 1,306.80
MC Annual Technical Support - Renewal	1	Concurrent Licenses	8/8/2019	USD 12,425.45
				First Year Total
			Total:	USD 25,493.45

Additional Terms

1 Accruent shall grant a license to access the SaaS Services for the non-cancelable period listed above ("Committed

SaaS Term"). Thereafter, the SaaS Services shall automatically renew at the then current fees.

2 All fees shall be due and payable within thirty (30) days of the date of Accruent's invoice. All fees listed exclude any applicable taxes.

3 The pricing and offer in this Order Document are provided in return for an executed Order Document received by Kristin Allen by the Quote Expiration date listed above.

4 Use of the SaaS Service and this Order Document are subject to the terms and conditions of Software License and Services Agreement dated 8/5/2015, between City of Lodi and Accruent, LLC.

5 Please note that your Support Terms and Conditions are changing to match Accruent Standard Support Services. These Terms and Conditions can be found on the Accruent website using the URL provided below. These Terms and Conditions supersede those outlined in your current agreement.
https://www.accruent.com/services-support/customer-support

6 Overages - Any overages over the committed metric amount will be invoiced 30% over the average metric price of the current year's fees. Overages, if any, will be assessed and invoiced quarterly. Not charging for overages is not a waiver of those overages, Accruent retains the right to retroactively true-up metric counts. Overages will continue to be invoiced until such time the committed metric amount is changed to reflect overages.

Acknowledged and Agreed by the Duly Authorized Representatives of the Parties

Client:	**Accruent, LLC**
Signature:	**Signature:**
Print Name:	**Print Name:**
Title:	**Title:**
Date:	**Effective Date:**
PO Required? Yes [ ] No [ ] If Yes, PO must be provided.	
Tax exempt? Yes [ ] No [ ] If Yes, Tax Exemption Certificate must be provided.	

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING PURCHASE OF MAINTENANCE CONNECTION ANNUAL LICENSING, SUPPORT, AND HOSTING FEES FOR ASSET MANAGEMENT SOFTWARE, FROM ACCRUENT, LLC, OF AUSTIN, TEXAS

==========

WHEREAS, Public Works and Electric Utility Departments utilize an asset management software program for work order generation and tracking, scheduling of reoccurring preventative maintenance, increasing asset life, preventing and predicting asset failures, improving labor productivity, reducing downtime and lowering the total cost of maintenance; and

WHEREAS, the cloud hosting and technical support encompasses all requirements to keep the asset management software system operating at peak efficiency all the time; and

WHEREAS, staff recommends authorizing purchase of Maintenance Connection annual licensing, support, and hosting fees for asset management software, from Accruent, LLC, of Austin, Texas, in the amount of $25,494.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the purchase of Maintenance Connection annual licensing, support, and hosting fees for asset management software, from Accruent, LLC, of Austin, Texas, in the amount of $25,494; 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: March 18, 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 March 18, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

AGENDA ITEM C-08

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Selecting State Route 99/Harney Lane Interchange Reconstruction Project as Project Nomination for San Joaquin Council of Governments' One Voice Trip

MEETING DATE: March 18, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution selecting State Route 99/Harney Lane Interchange Reconstruction Project as project nomination for San Joaquin Council of Governments' One Voice trip.

BACKGROUND INFORMATION: The San Joaquin Council of Governments (SJCOG) is again developing regional priorities in preparation for the annual "One Voice" lobbying trip to Washington, D.C., in May 2020. The One Voice trip is an opportunity for all jurisdictions in the county to work cooperatively to secure Federal funds.

City staff recommends requesting funds for State Route 99 (SR 99)/Harney Lane Interchange Reconstruction Project. The existing interchange is an outdated design with limited operating conditions, resulting in a reduced level of service condition. Funding for the SR 99/Harney Lane Interchange Reconstruction Project was requested through the 2008, 2010, and 2019 One Voice trips but was not successful in receiving funds.

The purpose of the project is to reduce congestion, improve traffic operations and accommodate anticipated travel demand due to development approved by the City of Lodi's General Plan. The General Plan identifies the Harney Lane corridor as the main area of growth for the City over the next 20 years where the projected growth in and around Lodi will put traffic demands on the interchange that cannot be met unless improvements are implemented. The proposed project is shown in Exhibit A.

Build-out of the Reynolds Ranch Subdivision is expected by 2023 and completion of the Harney Lane Grade Separation has improved Harney Lane access to SR 99. Residential development in the Westside and Southwest Gateway areas is moving forward and potential annexation of land planned for residential development is being considered on the south of Harney Lane between Lower Sacramento Road and Hutchins Street. All of these factors are expected to generate more traffic along the Harney Lane corridor and drive the need for the ultimate interchange improvements.

In October 2010, Council awarded a contract for the SR 99/Harney Lane Interim Improvement Project to accommodate additional traffic volumes expected from the evolving Reynolds Ranch development. The interim improvements consisted of widening portions of Harney Lane, Cherokee Lane, and East SR 99 Frontage Road; installing traffic signals at the intersections of Harney Lane/Cherokee Lane and Harney Lane/East SR 99 Frontage Road. The interim improvements were completed in 2012. While

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APPROVED: _____
Stephen Schwabauer, City Manager

the interim improvements are expected to function at an acceptable level for many years, by the time the ultimate interchange improvements are ready for construction (2030) that will likely not be the case.

The project is regionally significant in that it links the two regional expressway routes of Lower Sacramento Road and Harney Lane to the freeway system at SR 99. The combination of these expressway and interchange facilities create the functional equivalent to a State Route 12 bypass; thereby, improving the level of service on that state route and extending the acceptable operation for potentially a decade or longer. It is common for large interchange projects in California to require 10 plus years from initial planning to the start of construction.

This project is currently programmed in the SJCOG Measure K Strategic Plan. The Strategic Plan identifies approximately $18 million in Measure K funding available for the interchange improvements. This reflects a funding shortfall of approximately $20 million. For this reason, the City is requesting $5,440,000 through the One Voice process to initiate the preliminary design and environmental studies; and final design and right-of-way acquisition. The City proposes to match the funding request (15 percent), utilizing $960,000 in local Measure K Arterial funds. Preliminary discussions with SJCOG staff indicate this is acceptable.

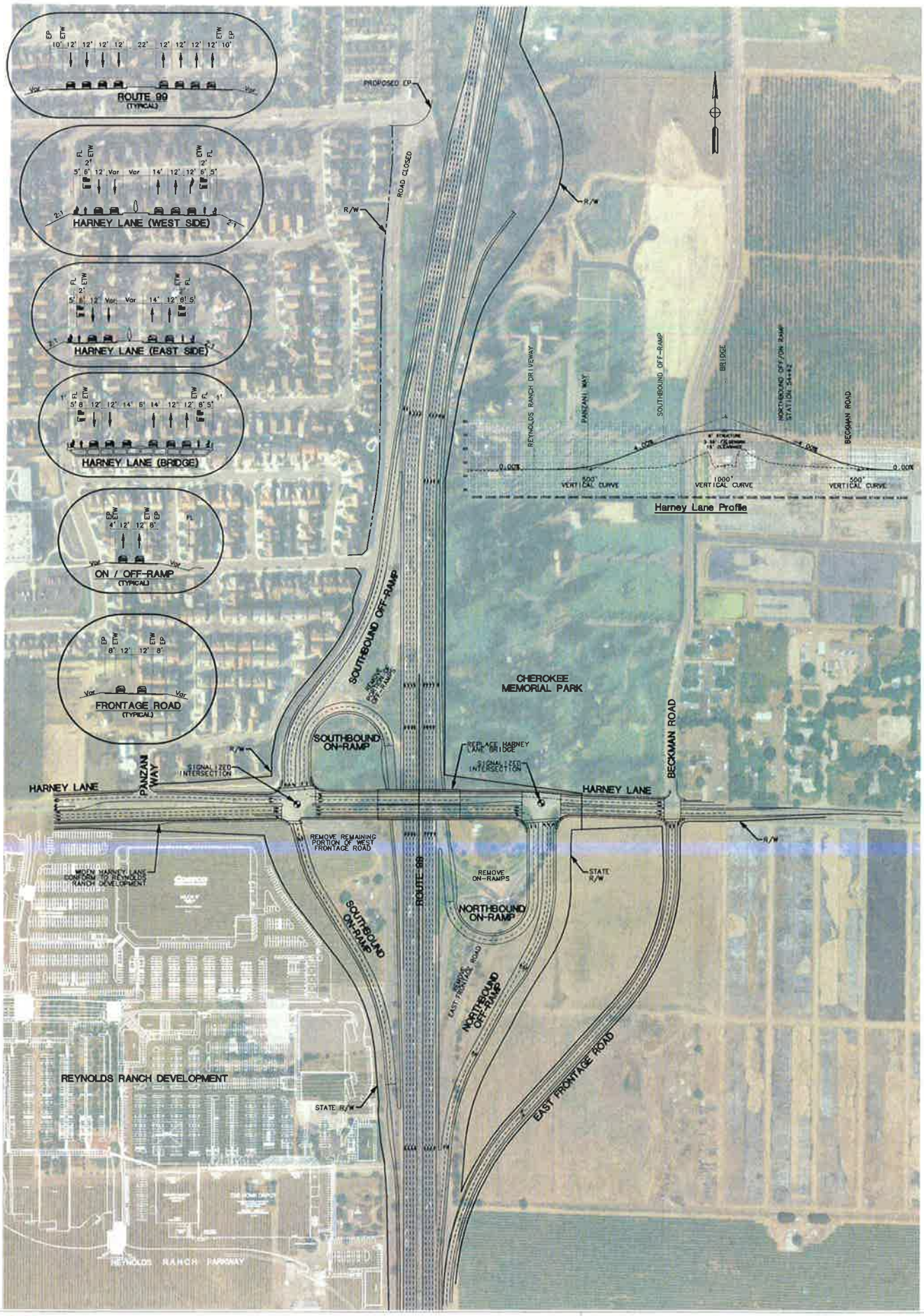
FISCAL IMPACT: The SR 99/Harney Lane Interchange Reconstruction Project will provide substantial economic benefit in the form of sales tax revenues. This benefit will be realized after completion of the project.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

CES/CES/tc
Attachment

Exhibit A



Mark Thomas & Co. Inc.
Sacramento, CA 95826
7300 Folsom Blvd., Ste 203

ROUTE 99/HARNEY LANE INTERCHANGE PROJECT

DRAWN BY: JT CKD BY: KED DATE: 07-22-10 SCALE: 1"=50'	JOB NO. 57-0254B	FILE NO. HL_INT DWG	1 OF 1

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
SELECTING STATE ROUTE 99/HARNEY LANE
INTERCHANGE RECONSTRUCTION PROJECT AS
PROJECT NOMINATION FOR SAN JOAQUIN COUNCIL
OF GOVERNMENTS' ONE VOICE TRIP

==========

WHEREAS, the San Joaquin Council of Governments (SJCOG) is again developing regional priorities in preparation for the annual "One Voice" lobbying trip to Washington, D.C., in April 2020. The One Voice trip is an opportunity for all jurisdictions in the county to work cooperatively to secure Federal funds; and

WHEREAS, City staff recommends requesting funds for State Route 99 (SR 99)/Harney Lane Interchange Reconstruction Project; and

WHEREAS, the purpose of the project is to reduce congestion, improve traffic operations and accommodate anticipated travel demand due to development approved by the City of Lodi's General Plan. The General Plan identifies the Harney Lane corridor as the main area of growth for the City over the next 20 years, where the projected growth in and around Lodi will put traffic demands on the interchange that cannot be met unless improvements are implemented; and

WHEREAS, staff recommends that the City Council select State Route 99/Harney Lane Interchange Reconstruction Project as project nomination for San Joaquin Council of Governments' One Voice trip.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby select State Route 99/Harney Lane Interchange Reconstruction Project as project nomination for San Joaquin Council of Governments' One Voice trip; and

BE IT FURTHER RESOLVED, that the Lodi City Council does hereby authorize the City Manager to execute the Local Jurisdiction Endorsement Form; 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: March 18, 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 March 18, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

AGENDA ITEM C-09

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 3 to Professional Services Agreement with Stantec Consulting Services, Inc., of Rancho Cordova, for Additional Project Management Services of Final Phase of Assessment Grant for Hazardous Substances and Petroleum Brownfields, Extend the Consulting Agreement Expiration Date to June 30, 2020, and Increase Contract by $7,499.71

MEETING DATE: March 18, 2020

PREPARED BY: Economic Development Manager

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment No. 3 to Professional Services Agreement with Stantec Consulting Services, Inc., of Rancho Cordova, for project management services of final phase assessment grant for hazardous substances and petroleum brownfields, extend the consulting agreement expiration date to June 30, 2020, and increase contract by $7,499.71.

BACKGROUND INFORMATION: On December 18, 2019, City Council approved Amendment No. 2 to the Professional Services Agreement with Stantec Consulting Services, Inc., to appropriate additional grant funds for the completion of new projects, and for grant writing services for the submission of a second brownfields grant application. Shortly thereafter, another project the phase one assessment of the Former Sunset Theater and Alexander Bakery were identified. By not charging internal staff expenses to the federal grant, the federal grant fund has remaining funds to pay for the phase one assessment of these properties, and allow for grant close-out reporting.

Should City Council approve the attached resolution and contract amendment, the action will fully expend the 2015 Brownfields Assessment Grant and budget for hazardous substances and petroleum.

FISCAL IMPACT: This contract amendment request will increase the contract and utilize the remaining funds on the grant with EPA. The contract amendment with Stantec is an increase of $7,499.71.

FUNDING AVAILABLE: The grant award of $400,000 is a reimbursable grant. The current FY 20 budget is $47,785.71.

_____
Andrew Keys, Deputy City Manger

_____
Astrida Trupovnieks
Economic Development Manager

APPROVED: _____
Stephen Schwabauer, City Manager

AMENDMENT NO. 3

STANTEC CONSULTING SERVICES
BROWNFIELDS GRANT IMPLEMENTATION SERVICES

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 STANTEC CONSULTING SERVICES INC., a New York corporation qualified to do business in California (hereinafter "CONTRACTOR").

W I T N E S S E T H:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on April 5, 2016, Contract Amendment No. 1 on September 4, 2019 , and Contract Amendment No. 2 on December 18, 2019 (collectively the "Agreement"), attached hereto as Exhibit 1 and made a part hereof; and

2. WHEREAS, Contractor was previously retained by the City to prepare an EPA brownfield grant during the FY2015 grant competition, and was subsequently retained to implement the awarded grant; and

3. WHEREAS, CONTRACTOR and CITY now desire to amend the Agreement to extend the term of the Agreement to June 30, 2020; and

4. WHEREAS, a new environmental assessment project was identified in early 2020, and additional funds to implement this new project, and to allow for close out grant reporting to the U.S. Environmental Protection Agency in the amount of $7,499.71 have been identified; and

5. WHEREAS, a Phase I assessment of the former Sunset Theater and Alexander's Bakery properties can be implemented and managed by the CONTRACTOR.

NOW, THEREFORE, the parties agree to amend the Agreement and extend the term of the Agreement to June 30, 2020, and increase the contract amount by $7,499.71. All other terms and conditions shall remain as set forth in the Agreement.

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

_____
STEPHEN SCHWABAUER
City Manager

Attest:

_____
Pamela M. Farris, Assistant City Clerk

STANTEC CONSULTING SERVICES INC., a New York corporation

_____
NEIL DORAN
Senior Geologist

Approved as to Form:

_____
JANICE D. MAGDICH, City Attorney

Exhibit 1

AMENDMENT NO. 2

STANTEC CONSULTING SERVICES
BROWNFIELDS GRANT IMPLEMENTATION SERVICES

THIS AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this 18 day of December, 2019, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and STANTEC CONSULTING SERVICES INC., a New York corporation qualified to do business in California (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on April 5, 2016 ("Agreement") and Contract Amendment No. 1 on September 4, 2019 ("Amendment No. 1"), collectively attached hereto as Exhibit 1 and made a part hereof; and

2. WHEREAS, CONTRACTOR was retained by CITY under the Agreement to prepare an EPA brownfield grant during the FY2015 grant competition, and to implement the awarded grant; and

3. WHEREAS, CONTRACTOR and CITY now desire to amend the Agreement to extend the term of the Agreement to March 31, 2020 and revise its scope of services to authorize CONTRACTOR to assist CITY in preparing and submitting an application to the U.S. Environmental Protection Agency ("USEPA") for a Community-Wide Assessment Grant for Hazardous Substances and Petroleum Brownfields for FY2020 ("Grant"); and

4. WHEREAS, assisting CITY with the submission of the Grant application is offered by CONTRACTOR at no additional cost to CITY, on the premise CONTRACTOR will be retained as CITY's Brownfields Project Manager, if CITY is awarded the Grant; and

5. WHEREAS, CONTRACTOR and CITY agree that if the Grant is not awarded to CITY, no financial remuneration is owed to CONTRACTOR concerning the Grant; and

6. WHEREAS, CITY desires to further expand the scope of services to include various projects unrelated to the Grant, and increase the fees payable to CONTRACTOR by the sum of $11,523.72 to fund such projects with remaining and unallocated grant funds set to expire on March 31, 2020.

NOW, THEREFORE, the parties agree to amend the Agreement and extend the term of the Agreement to March 31, 2020, to expand CONTRACTOR's scope of services to provide assistance to CITY in preparing and submitting the Grant application as described hereinabove, to further expand CONTRACTOR's scope of services to include projects unrelated to the Grant, and increase fees payable to CONTRACTOR by $11,523.72 for such other projects. This Amendment No. 2 supersedes

[The balance of this page is intentionally left blank.]

Amendment No. 1, all terms and conditions shall remain as set forth in the Agreement, except as modified in this Amendment No. 2.

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

STANTEC CONSULTING SERVICES INC., a New York corporation

NEIL DORAN
Senior Geologist

Attest:

JENNIFER M. FERRAIOLO, City Clerk

Approved as to Form:

JANICE D. MAGDICH, City Attorney

EXHIBIT 1

AMENDMENT NO. 1

STANTEC CONSULTING SERVICES INC.
PROFESSIONAL SERVICES AGREEMENT

BROWNFIELDS GRANT IMPLEMENTATION SERVICES

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this 4th day of September 2019, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and STANTEC CONSULTING SERVICES INC., a New York corporation qualified to do business in California (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on April 5, 2016, as set forth in Exhibit 1, attached hereto and made a part hereof; and

2. WHEREAS, CITY requested to amend said Agreement to extend the term of the Agreement through December 31, 2019; and

3. WHEREAS, CONTRACTOR agrees to said amendment.

NOW, THEREFORE, the parties agree to amend the Agreement and extend the term of the Agreement to December 31, 2019. All other terms and conditions of the Agreement remain unchanged.

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

STANTEC CONSULTING SERVICES, a New York corporation

NAME: Neil Doran
Title: Senior Geologist
Stantec
3875 Atherton Road
Rocklin, CA 95765

Attest:

JENNIFER M. FERRAIOLO
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 ~~February 3~~ April 5, 2016, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and STANTEC CONSULTING SERVICES 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 BROWNFIELDS GRANT IMPLEMENTATION SERVICES (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 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, 2015 and terminates upon the completion of the Scope of Services or on December 31, 2018, 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. Notwithstanding the foregoing, the CITY's right to inspect, copy and audit shall not extend to the composition of the

CONTRACTOR's rates and fees, percentage mark-ups or multipliers, but shall apply only to their application to the applicable units.

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, and employees from and against any statutory tort claims, damages, losses, and expenses (including reasonable attorney's fees and costs), to the extent 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: Joseph Wood

To CONTRACTOR: Stantec Consulting Services Inc.
3017 Kilgore Rd., Suite 100
Rancho Cordova, CA 95670
Attn: Matthew Battin, Associate Scientist

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. The use and disclosure of the confidential information shall not apply to information which (a) was known to the CONTRACTOR before receipt of same from the CITY; or (b) becomes publicly known other than through the CONTRACTOR.

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 Requirements for Projects Funded by Federal Grant

The requirements, conditions, and disclosures under 2 Code of Federal Regulations 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, including the Appendices thereto, apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the provisions of 2 CFR 200, the provisions of 2 CFR200 will control.

Section 4.22 Reports by Contractor

Any report produced by CONTRACTOR in relation to the Scope of Services is intended for the sole use of CITY. The report(s) may not be relied upon by any other party without the express written consent of CONTRACTOR, which may be withheld at CONTRACTOR's discretion. Any such consent will provide no greater rights to the third party than those held by CITY under this Agreement, and will only be authorized pursuant to the conditions of CONTRACTOR's ~~stand~~ standard form reliance letter, a copy of which is attached hereto as Exhibit D and incorporated by this reference.

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

ATTEST:

JENNIFER M. FERRAIOLO
City Clerk

CITY OF LODI, a municipal corporation

STEPHEN SCHWABAUER
City Manager

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

By: _____

STANTEC CONSULTING SERVICES INC.

By: _____
Name: RUSTY BENKOSKY
Title: Managing Principal

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements
Exhibit D – Stantec's Form Reliance Letter

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

Doc ID:2016-2

CA:Rev.03.09.2016

U.S. ENVIRONMENTAL PROTECTION AGENCY
BROWNFIELDS ASSESSMENT PROGRAM

WORK PLAN

Cooperative Agreement #: BF 99T30201-0

FOR

Lodi, California – Fiscal Year 2015 U.S. EPA Brownfields Community-Wide Assessment Grant for Hazardous Substances and Petroleum

July 15, 2015, 2015

Submitted by
Joseph Wood
Manager, Neighborhood Services Division
City of Lodi
221 W. Pine Street
Lodi, California 95240
(209) 333-6800 x2467
jwood@lodi.gov

A. Recipient Title

City of Lodi, California.

B. Background

The City of Lodi (City) is a diverse community with deep roots in the agricultural and manufacturing industries. The compact City is surrounded by orchards, vineyards, and wineries. Rail and highway corridors run through industrial and commercial districts.

Lodi's economy was built on broad-based agriculture and manufacturing. Wine-based tourism has become an integral component of the City's economic base and has strengthened complementary markets including hotel, retail, and dining. However, over the last 30 years, declines in local manufacturing and processing, environmental contamination and the great recession have severely impacted the City's economy.

The City is working to strengthen its economy by revitalizing historic industries and attracting new, diverse commerce. However, brownfields, including shuttered factories, mills and print shops; neglected downtown, commercial, rail and highway corridors; abandoned buildings, warehouses, gas stations and auto yards; and other derelict properties - the result of decades of economic struggle - impede this vision for recovery.

The City's U.S. Environmental Protection Agency (EPA) Brownfield Community-Wide Assessment (CWA) Grant Project (Project) will use grant funding to establish a sustainable brownfields program. The City will create a comprehensive brownfield inventory, prioritize revitalization opportunities, perform environmental site assessments (ESAs), and conduct remedial action/reuse planning activities in alignment with established community plans and objectives.

The Project will conduct assessments and Area-Wide Planning (AWP) in brownfield-impacted areas, including the focus areas and targeted communities in the downtown, Union Pacific Railroad (UPRR) Corridor and the Highway 99 Corridor. These focus areas include five targeted communities, which make up some of Lodi's most economically distressed and culturally diverse neighborhoods and many brownfield sites.

C. Goals and Objectives

a. EPA Strategic Plan

This Project supports the U.S. EPA Strategic Plan and GPRA Goal 3: Cleaning Up Communities and Advancing Sustainable Development, Objective 3.1 Promote Sustainable and Livable Communities.

Outputs:

The City will inventory and assess hazardous substance and petroleum brownfields within the community in order to catalyze cleanup and revitalization of priority sites. The City anticipates specific outputs to include the following:

Task 1 - Brownfield Inventory and Prioritization

- Comprehensive City-wide inventory of potential brownfield sites; and,
- Prioritized list of sites for assessment.

Task 2 – Phase I Environmental Site Assessments (ESAs)

- Site eligibility determinations for each site selected for Phase I ESAs;
- Site access agreements for sites prioritized for Phase I ESAs;
- Health and Safety Plans (HASPs) prior to conducting each Phase I ESA; and,
- ASTM E1527-13 Phase I ESAs at up to 12 high priority hazardous substance brownfield sites (6 hazardous substance sites and 6 petroleum sites).

Task 3 – Phase II ESAs, Remedial Action Plans (RAPs), and Area-Wide Planning (AWP)

- Comprehensive Quality Assurance Project Plan (QAPP);
- Site access agreements for sites prioritized for Phase II ESAs;
- Site-Specific Sampling and Analysis Plans (SSSAPs) and updated HASPs for sites prioritized for Phase II ESAs;
- Sites-specific Endangered Species Act and National Historic Preservation Act consultations before conducting Phase II ESAs;
- Phase II ESAs on select parcels for which Phase I ESAs are completed and for which the need for further assessment is identified. The City plans to conduct Phase II ESAs on up to 6 high-priority brownfields sites (3 hazardous substances sites and 3 petroleum sites);
- Supplemental Phase II ESA work at up to 2 sites, as needed (1 hazardous substance site and 1 petroleum site);
- Remedial Action Plans (RAPs) and/or Site-Specific Reuse Plans at up to 2 petroleum and 2 hazardous substance sites; and,
- AWP documents for up to two focus areas.

Task 4 – Community Outreach and Public Involvement

- Establish the Brownfield Advisory Committee (BAC), meet with developers, property owners, other stakeholders, and the general public;
- Solicit, discuss, and implement meaningful public input into the grant processes;
- Public notices;
- Meeting materials and presentations;
- Brochures and other public information materials; and,
- Project webpage for the City's website.

Task 5 – Other Eligible Program Activities (Reporting and Travel)

The City will complete the following reports as required and in accordance with the submittal deadlines to be specified in the Cooperative Agreement (CA) with EPA:

- Quarterly progress/status reports;
- BAC meeting minutes;
- Annual Disadvantaged Business Enterprise (DBE) reports;
- Assessment, Cleanup and Redevelopment Exchange System (ACRES) updates; and,
- Final financial and close-out summary report to EPA.

Outcomes:

The following specific outcomes will be tracked on a quarterly basis:

- Number of potential brownfield properties inventoried;
- Numbers of sites and acres of land assessed;
- Numbers of sites for which property title transfers are facilitated;
- Acres of land redeveloped and square footage of buildings positioned for adaptive reuse;
- Acres of parks or green space created;
- Length of walking or bike trails created;
- Amount of additional public and private investment leveraged;
- Amount of other funding leveraged;
- Jobs created or retained;
- Increased property and sales tax revenue generated;
- Number of buildings seeking LEED certification; and,
- Incorporation of green and sustainable assessment and remediation (GSR) techniques applicable to Phase II ESA activities.

b. Project Goals

The City's overall goal is to build a sustainable Brownfield Program that spurs economic development and reduces risks to human health and the environment by redeveloping underutilized, blighted brownfield properties.

Grant funds will be used to support the Project goals by: 1) Establishing and maintaining a comprehensive brownfield inventory; 2) Conducting Phase I and II ESAs to facilitate the cleanup, transfer, and redevelopment of brownfields; 3) Engaging the community and stakeholders in identifying and prioritizing sites and redevelopment planning; and, 4) Conducting AWP within up to two focus areas including market analysis, existing conditions/infrastructure evaluation studies, site-specific reuse planning for catalyst brownfield sites, and community visioning exercises to inform a common redevelopment strategy and implementation plan.

c. Pre-Award Costs

The City of Lodi requests the approval of pre-award costs for this CA. It is estimated that up to $20,000 will be utilized for the following activities:

- Public Project kickoff meeting including the public and key Project stakeholders.
- Project kickoff meeting(s) with the Consultant and EPA to review Project scope, goals, and strategies for community, property owner, and stakeholder engagement.
- Preliminary brownfield inventory work.
- Preparation of the comprehensive QAPP.

D. Tasks

Task 1 - Brownfield inventory and Prioritization

a. Task Description

Build a geographic information system (GIS)-based comprehensive City-wide inventory of brownfield sites as a foundation for identifying priority assessment, cleanup and redevelopment opportunity sites, reaching out to owners, and selecting sites for assessment. The data may be integrated with other databases to better relate the presence of brownfields to various economic impacts and/or health data. The Consultant will lead the inventory and prioritization activities with support from the City and the BAC.

- Conduct tours/inspections throughout the City to identify blighted or vacant potential brownfield sites that are not recorded in existing databases or identified by recent plans/studies;
- Review select City, County and State records that are potentially relevant to identifying brownfields (including occupancy and other permits, tax delinquency status, building code violations, assessors data, City spill data, and sites identified in recent plans and studies;

- Review available historical Sanborn fire insurance maps, aerial photographs and/or other sources of information to identify historic sites which have a significant potential for impacts from historical land uses;
- Survey local real estate industry representatives for information on sites in the City; and,
- Review state and county records to verify that all sites with known or suspected impacts or threats to public health are included in the evaluation/prioritization process.

The inventory and prioritization process will be integrated with GIS, supplementing existing data layers to isolate sites with environmental concerns and reuse potential.

Following inventory activities, sites will be prioritized for assessment and/or cleanup/redevelopment planning. When prioritizing sites, the City will analyze the following: (1) economic development potential/opportunities; (2) known or suspected threats to public health; (3) sites identified in existing community planning documents; (4) degree of known or suspected environmental impacts; (5) degree of blight or underutilization; (6) tax delinquency status; and (7) community concerns.

b. Task Budget

Cost: $38,000 (50% hazardous substances grant funds/50% petroleum grant funds).

- City personnel labor/fringe: $4,000 (50 hours at $80/hr) [~($50/hr (~63%) salary, ~$30/hr (~37%) fringe]).
- Contractual: $34,000 (340 hours at $100/hr).

c. Schedule

Task Start Date: July 2015
Task Completion Date: February 2015

d. Deliverables

Deliverables may include:

- GIS-based comprehensive City-wide inventory of potential brownfield sites;
- List of criteria for ranking sites;
- GIS maps of potential brownfields sites, as needed for planning and property redevelopment marketing; and,
- Brownfield inventory report documenting inventory and prioritization methods.

Task 2 - Phase I ESAs

a. Task Description

The City will conduct Phase I ESAs on up to 12 sites (6 hazardous substance sites and 6 petroleum sites).

The City and its Consultant will complete Phase I ESAs in accordance with All Appropriate Inquiry and ASTM Practice E 1527-13 "Standard Practice for ESAs; Phase I ESA Process." The City and/or its Consultant will contact site owners, negotiate access agreements, and complete site eligibility determinations before beginning Phase I ESAs.

Site eligibility determination requests will be submitted to the EPA Project Officer using the supplied request form. Site eligibility will be reviewed by the EPA Project Officer and/or DEQ (for petroleum sites) for concurrence with state and City determinations prior to any site-specific work.

The ACRES database will be updated at the conclusion of each site eligibility determination and each Phase I ESA.

The City and its Consultant will lead the Phase I ESA task with assistance from the BAC on site selection, access issues, data acquisition, and report review and distribution.

b. Task Budget

Cost: $62,000 (50% hazardous substances grant funds/50% petroleum grant funds).

- City personnel labor/fringe: $2,000 (25 hours at $80/hr)
- Contractual: $60,000 - Average Phase I ESA cost: $5,000 (12 x $5,000 = $60,000)
- Phase I ESA costs include eligibility determination, HASP, and other pre-Phase I ESA activities.

c. Schedule

Task Start Date: April 2016
Task Completion Date: Ongoing throughout grant period

d. Deliverables

Deliverables may include:

- Completed eligibility determinations;

- HASPs;
- Signed access agreements; and,
- ASTM E1527-13 Phase I ESA reports.

Task 3 - Phase II ESAs, Remedial Action Plans, and Area-Wide Planning

a. Task Description

- Complete a comprehensive QAPP;
- Obtain site access agreements for sites prioritized for Phase II ESAs;
- Provide documentation to fulfill EPA's requirements under the Endangered Species Act Section 7 and the National Historic Preservation Act Section 106 (NHPA).
- Complete Site-Specific Sampling and Analysis Plans (SSSAPs) and update HASPs for sites prioritized for Phase II ESAs;
- Perform Phase II ESA and/or supplemental assessment activities on select parcels for which Phase I ESAs are completed and for which the need for further assessment is identified. The City plans to conduct Phase II ESAs on up to 6 high-priority brownfields sites (3 hazardous substances sites and 3 petroleum sites);
- Perform supplemental Phase II ESA work at up to 4 sites, as needed (2 hazardous substance site and 2 petroleum site);
- Prepare RAPs and/or Site-Specific Reuse Plans at up to 2 petroleum and 2 hazardous substance sites; and,
- Conduct Area-Wide Planning for up to two focus areas.
- The City and its Consultant will lead the Phase II ESA tasks with assistance from BAC on site selection, access issues, data acquisition, and report review and distribution.

b. Task Budget

Cost: $222,000 (50% hazardous substances grant funds/50% petroleum grant funds). See breakdown in the table below.

Task 3 Subtasks	Units	Cost Per Unit	Total Budget (50% haz sub/ 50% petroleum)
QAPP	1	$8,000	$8,000
Phase II ESA	6	$19,500	$117,000

Supplemental Phase II ESA	2	$9,500	$19,000
Remedial Action Plans	4	$8,500	$34,000
Area-Wide Planning	2	$20,000	$40,000
City Personnel Labor/Fringe	50	$80	$4,000
		Total Task 3 Cost	**$222,000**

c. Schedule

QAPP completed by October 2015; First Phase II ESA underway by May 2016.
Task Completion Date: Ongoing throughout Project.

d. Deliverables

Deliverables may include:

- Comprehensive QAPP;
- Completed/updated eligibility forms;
- HASPs;
- Endangered Species, NHPA, and cultural resources documentation;
- Signed access agreements;
- SSAPs;
- Phase II ESA Reports;
- RAPs/Site-Specific Reuse Plans; and,
- AWP report(s).

Task 4 - Community Outreach and Public Involvement

a. Task Description

The objective of this task is to ensure that community concerns are considered in assessment planning and execution. The objective of this task is to ensure that the community is kept informed of Project goals, methods, and progress and ensure the public is provided opportunity for meaningful participation.

- Convene the BAC;
- Coordinate and conduct at least 6 meetings with BAC, stakeholders, and the public to publicize the program and promote community and property-owner participation;

- Develop outreach materials including fact sheets/mailers, press releases, project website, and meeting materials and presentations; and,
- Prepare and make publicly available a Site Nomination Form to solicit community input regarding identification and prioritization of sites.

b. Task Budget

Cost: $28,000 (50% hazardous substances grant funds/50% petroleum grant funds)

- City personnel labor/fringe: $6,000 (75 hours at $80/hr)
- Contractual: $22,000 (220 hours at $100/hr)

c. Schedule

- November 2015: Convene BAC composed of community partners identified during the grant application process to plan and guide community outreach efforts;
- BAC will hold at least 6 meetings during Project;
- Hold public Project kickoff meeting September 2015 - outreach ongoing throughout Project; and,
- Fact sheets/mailers will be prepared and distributed at the beginning of the Project, if there are new developments or delays, and after the assessment is complete;

d. Deliverables

Deliverables may include:

- BAC and other meeting notes;
- Site Nomination Form to solicit community input regarding identification and prioritization of sites;
- Fact sheets/mailers:
- Press releases;
- Project website; and,
- Meeting materials and presentations.

Task 5 – Other Eligible Program Activities – Reporting and Staff Training/Travel

a. Task Description:

The City will provide regular reports to EPA including Quarterly Progress Reports, DBE Reports, and annual Federal Financial Reports.

The City and its Consultant will lead Task 5.

Up to 2 City staff will attend 1 national and 1 regional brownfield conference.

b. Task Budget:

Cost: $30,000 (50% hazardous substances grant funds/50% petroleum grant funds)

- City personnel labor/fringe: $4,000 (50 hours at $80/hr)
- Contractual: $22,000 (220 hours at $100/hr)
- Travel: 2 City staff attend one state/regional brownfields conference and one national brownfields conference. See budget table below.

Travel Budget Detail

	Airfare	Hotel	Per Diem	Airport Parking	Totals
State/ Regional Conference (3 days/ 2 nights)	$0	$360	$240	$0	$600
National Conference (4 days/ 3 nights)	$1,600	$1,360	$400	$40	$3,400
				Total Cost	**$4,000**

c. Schedule:

- Progress reports will be prepared and submitted to EPA on a quarterly basis [due within 30 days of the end of each federal fiscal quarter ending December, March, June, and September.
- DBE Reports will be submitted within 30 days of the end of the annual reporting period ending September (due by October 30th).
- Property profiles will be completed and updated quarterly in ACRES for each property where CA funds are expended.
- Interim Federal Financial Reports (FFR, SF-425), due December 31st annually.
- A final performance report will be completed and submitted to the EPA Project officer (electronically) within 90 calendar days following the expiration or

termination of the award. The report will contain the same information as the Quarterly Progress Reports, but will cover the entire Project period. In addition, the final performance report will specifically address lessons learned, successes achieved, and a summary Project fact sheet.

- Regional brownfields conference (anticipated 2016) and a national brownfields conference (September 2015).

d. Deliverables:

- Quarterly Progress Reports;
- DBE Reports;
- Updated ACRES records; and,
- Final Performance Report.

E. Schedule of Milestones & Deliverables

DUE DATE (for grant awarded 10/01/15)	ITEM	Send to:			
		EPA PO	STATE	EPA GRANTS	EPA FINANCE
Pre-Award	Public Project kickoff meeting with public and key stakeholders; Internal kickoff meeting with City, Consultant, and EPA; Preliminary inventory work; and Prepare DRAFT QAPP.	X			
Ongoing (As needed)	Property Profile Form entered in ACRES or submitted to PO	X			
Month 2	Establish BAC and Identify Stakeholders	X	X		
Month 1	Fact sheet - Project starting	X			
Month 4 (Quarterly)	Quarterly Progress Report (QPR) 1 for Period 10/1-12/31/15	X			

Lodi, California – FY2015 EPA Brownfields Community-Wide Assessment Grant - CA Work Plan

DUE DATE (for grant awarded 10/01/15)	ITEM	Send to:			
		EPA PO	STATE	EPA GRANTS	EPA FINANCE
Month 2	Comprehensive QAPP Finalized	X			
Month 7	QPR 2 for Period 1/1-3/31/16 - continue quarterly	X			
Month 8	Inventory developed & Site Selection Criteria set	X			
Month 8	Top sites selected	X	X		
Ongoing - At least 30 days before assessment is scheduled to begin	Site eligibility requested & confirmed	X	X		
Before conducting assessments	HASP Site Access Agreements in Place Endangered Species Act, National Historic Preservation Act Letters (not required for Phase I ESA)	X			
Ongoing	Site Assessments				
Ongoing	Area-Wide Planning				
Annually by 10/30	DBE Report (DBE = Disadvantaged Business Enterprises) Reports must be submitted **annually** by October 30th of each year. For forms & more information, visit: http://www.epa.gov/osdbu/dbe_team.htm	X (copy)		X	
As Needed	Requests for Reimbursement – see Administrative Terms & Conditions				X
Month 36	Fact Sheet - Assessment results	X			

DUE DATE (for grant awarded 10/01/15)	ITEM	Send to:			
		EPA PO	STATE	EPA GRANTS	EPA FINANCE
Months 36 – 39	Final Federal Financial Report (FFR) (SF425) & Final Drawdown For forms & more information, visit: http://www.epa.gov/ocfo/finservices/forms.htm	X (copy)		X (copy)	X
Months 36 – 39	Closeout: Final Performance Report with Summary Fact Sheet, Photos, and Lessons Learned	X			

F. Budget Summary

Hazardous Substances Grant Budget

	Task 1 Inventory and Prioritization	**Task 2** Phase I ESAs	**Task 3** Phase II ESAs/ RAPs/ AWP	**Task 4** Public Outreach	**Task 5** Other Eligible Tasks	**Total**
Personnel	$1,250	$625	$1,250	$1,875	$1,250	$6,250
Fringe	$750	$375	$750	$1,125	$750	$3,750
Travel	$0	$0	$0	$0	$2,000	$2,000
Contractual	$27,000	$30,000	$109,000	$11,000	$11,000	$188,000
Grant Total	$29,000	$31,000	$111,000	$14,000	$15,000	**$200,000**

Petroleum Grant Budget

	Task 1 Inventory and Prioritization	**Task 2** Phase I ESAs	**Task 3** Phase II ESAs/ RAPs/ AWP	**Task 4** Public Outreach	**Task 5** Other Eligible Tasks	**Total**
Personnel	$1,250	$625	$1,250	$1,875	$1,250	$6,250
Fringe	$750	$375	$750	$1,125	$750	$3,750
Travel	$0	$0	$0	$0	$2,000	$2,000
Contractual	$27,000	$30,000	$109,000	$11,000	$11,000	$188,000
Grant Total	$29,000	$31,000	$111,000	$14,000	$15,000	**$200,000**

G. Greening Grants

The City will incorporate the EPA Greening Grants Policy during Project implementation.

1. The City will continue to implement environmentally preferable purchasing (e.g. office supplies).
2. The City will continue our in-office recycling program.

3. The City will conduct Green meetings (e.g., sending electronic invitations; choosing public-transit-friendly meeting locations; ensuring hard copy outreach materials are printed double-sided and on recycled paper, etc.)

U.S. ENVIRONMENTAL PROTECTION AGENCY

Cooperative Agreement

GRANT NUMBER (FAIN): 99T30201 **MODIFICATION NUMBER:** 0 **PROGRAM CODE:** BF	**DATE OF AWARD** 08/04/2015
TYPE OF ACTION New	**MAILING DATE** 08/11/2015
PAYMENT METHOD: ASAP	**ACH#** 90345

RECIPIENT TYPE:
Municipal

Send Payment Request to:
Las Vegas Finance Center email:
lvfc-grants@epa.gov or Fax (702) 798-2423

RECIPIENT:
City of Lodi
221 W. Pine Street
Lodi, CA 95240
EIN: 94-6000361

PAYEE:
City of Lodi
221 W. Pine Street
Lodi, CA 95240

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Joseph Wood 221 W. Pine Street Lodi, CA 95240 **E-Mail:** jwood@lodi.gov **Phone:** 209-333-6842	Nova Blazej 75 Hawthorne Street, SFD-6 San Francisco, CA 94105 **E-Mail:** Blazej.Nova@epa.gov **Phone:** 415-972-3846	Susan Chiu Grants Management Office, MTS-7 **E-Mail:** chiu.susan@epa.gov **Phone:** 415-972-3674

PROJECT TITLE AND DESCRIPTION
Brownfields Assessment Cooperative Agreement

This project provides funding for the City of Lodi to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for Brownfields sites in five focus areas in the Downtown and Union Pacific Railroad (UPRR) Corridor and the Highway 99 Corridors.

This agreement provides full federal funding in the amount of $400,000. Preaward costs are approved back to 8/1/2015.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
08/01/2015 - 10/31/2018	08/01/2015 - 10/31/2018	$400,000.00	$400,000.00

NOTICE OF AWARD

Based on your Application dated 07/15/2015 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $400,000. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $400,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
U.S. EPA, Region 9 Grants Management Office, MTS-7 75 Hawthorne Street San Francisco, CA 94105	U.S. EPA, Region 9 Superfund Division, SFD-1 75 Hawthorne Street San Francisco, CA 94105

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Sara L. Russell - Grants Management Officer	**DATE** 08/04/2015

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$	$ 400,000	$ 400,000
EPA In-Kind Amount	$	$	$ 0
Unexpended Prior Year Balance	$	$	$ 0
Other Federal Funds	$	$	$ 0
Recipient Contribution	$	$	$ 0
State Contribution	$	$	$ 0
Local Contribution	$	$	$ 0
Other Contribution	$	$	$ 0
Allowable Project Cost	$ 0	$ 400,000	$ 400,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(2)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal

Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	1509K0B024	15	E4	09K2AG7	301D79	4114	G900NY00	-	200,000
-	1509K0B024	15	E4	09K2AG7	301D79XBP	4114	G900OR00	-	200,000
									400,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$25,200
2. Fringe Benefits	$14,800
3. Travel	$4,000
4. Equipment	$0
5. Supplies	$0
6. Contractual	$356,000
7. Construction	$0
8. Other	$0
9. Total Direct Charges	$400,000
10. Indirect Costs: % Base	$0
11. Total (Share: Recipient 0.00 % Federal 100.00 %.)	$400,000
12. Total Approved Assistance Amount	$400,000
13. Program Income	$0
14. Total EPA Amount Awarded This Action	$400,000
15. Total EPA Amount Awarded To Date	$400,000

Administrative Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: http://www.epa.gov/ogd/tc/general_tc_applicable_aa_recipients_dec_26_2014.pdf. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited below. The EPA repository for the general terms and conditions by year can be found at: http://www.epa.gov/ogd/tc.htm.

A. Annual Federal Financial Report (FFR) - SF 425

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the U.S. EPA Las Vegas Finance Center (LVFC). The FFR will be submitted electronically to lvfc-grants@epa.gov no later than **December 30** of the same calendar year. The form with instructions can be found on LVFC's website at http://www2.epa.gov/financial/forms.

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance 2 CFR Part 200.323 the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

C. Six Good Faith Efforts 40 CFR Part 33, Subpart C

Pursuant to 40 CFR Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

D. Utilization of Disadvantaged Business Enterprises

General Compliance, 40 CFR Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR Part 33. A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR Section 33.411 some recipients may be exempt from the fair share objective

requirements as described in 40 CFR Part 33, Subpart D. Recipients should work with their DBE coordinator if they think their organization may qualify for an exemption.

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is $250,000 or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the California State Water Resources Control Board (CSWRCB), as follows:

	MBE	WBE
Construction	2%	1%
Equipment	1%	1%
Services	1%	1%
Supplies	1%	1%

The recipient accepts the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as CSWRCB.

Negotiating Fair Share Objectives/Goals, Section 33.404
The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator, Joe Ochab at Ochab.Jce@epa.gov, within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

Contract Administration Provisions, 40 CFR Section 33.302
The recipient agrees to comply with the contract administration provisions of 40 CFR Section 33.302.

Bidders List, 40 CFR Section 33.501(b) and (c)
Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR Section 33.501 (b) and (c) for specific requirements and exemptions.

E. MBE/WBE Reporting
General Compliance, 40 CFR Part 33, Subpart E – Reporting Condition
MBE/WBE reporting is required annually. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category, that exceed the threshold amount of $150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to Disadvantaged Business Enterprise (DBE) Program reporting requirements. Conversely, the recipient must submit to the GrantsRegion9@epa.gov a justification and budget detail within 21 days of the award date demonstrating that this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization under Federal Grants, Cooperative agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions that are reportable, not just that portion which exceeds $150,000.

When completing the annual report, recipients are instructed to check the box titled "annual:" in section 1B of the form. For the final report, recipients must check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by

October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to GrantsRegion9@epa.gov . The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm .

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33, Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33, Subpart D.

F. Indirect Costs

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

Programmatic Conditions

Refer to Attachment A for applicable programmatic conditions.

END OF DOCUMENT

ATTACHMENT A
Assessment Terms and Conditions

These Terms and Conditions apply to U.S. Environmental Protection Agency Brownfields Assessment Grants awarded under CERCLA § 104(k)

City of Lodi, CA
BF-99T30201-0

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions the term "assessment" includes, eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA approved work plan.

A. Federal Policy and Guidance

1. a. Cooperative Agreement Recipients: By awarding this cooperative agreement, EPA has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2015 competition for Brownfields assessment cooperative agreements.

   b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations.

   c. The recipient must comply with Federal cross-cutting requirements. These requirements include but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC § 327-333) the Anti Kickback Act (40 USC § 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

   d. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration and repair contracts and subcontracts awarded with funds provided under this agreement. Activities conducted under assessment grants generally do not involve construction, alteration and repair within the meaning of the Davis-Bacon Act. The recipient must contact EPA's Project Officer if there are unique circumstances (e.g. removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry

out with funds provided under this agreement. The Agency will provide guidance on Davis-Bacon Act compliance if necessary.

B. Eligible Brownfields Site Determinations

1. a. The CAR must provide information to EPA about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's work plan by the EPA. The information that must be provided includes whether or not the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA, whether the CAR is the potentially responsible party under CERCLA 107 and/or has defenses to liability.

   b. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination. In their request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that the Agency has determined that the property is eligible.

2. a. For any petroleum contaminated brownfield site that is not included in the CAR's EPA approved work plan, the CAR shall provide sufficient documentation to the EPA prior to incurring costs under this cooperative agreement which includes (refer to the latest version of EPA's *Proposal Guidelines for Brownfields Assessment Grants* dated October 2014 for discussion of this element) documenting that:
   (1) a State has determined that the petroleum site is of relatively low risk, as compared to other petroleum-only sites in the State,
   (2) the State determines there is "no viable responsible party" for the site;
   (3) the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
   (4) the site is not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act.

   This documentation must be prepared by the CAR or the State following contact and discussion with the appropriate petroleum program official.

   b. Documentation must include (1) the identity of the State program official contacted, (2) the State official's telephone number, (3) the date of the contact, and (4) a summary of the discussion relating to the state's determination that the site is of relatively low risk, that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site. Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

   c. If the State chooses not to make the determinations described in 2.a. above, the CAR must contact the EPA Project Officer and provide the information

necessary for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfields sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations described in 2.a. above.

II. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Term of the Agreement

1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.

2. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the recipient must implement a corrective action plan approved by the EPA Project Officer, or EPA may terminate this agreement for material non-compliance with its terms. For purposes of assessment grants, the recipient demonstrates "sufficient progress" when 35% of funds have been drawn down and obligated to eligible activities; for assessment coalition grants "sufficient progress" is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated if necessary, community involvement activities have been initiated and a Memorandum of Agreement (for Assessment Coalitions) is in place.

3. Assessment funding for an eligible brownfield site may not exceed $200,000 unless a waiver has been granted by EPA. Following the granting of a waiver, funding is not to exceed $350,000 at the site.

B. Substantial Involvement

1. The EPA may be substantially involved in overseeing and monitoring this cooperative agreement.

   a. Substantial involvement by EPA generally includes administrative activities such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts.

   b. Substantial EPA involvement also includes brownfields property-specific funding determinations described in I.B. under *Eligible Brownfields Site Determinations* above. If the CAR awards a subaward for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in section 104(k)(4)(B)(i)(IV) of CERCLA applies. This prohibition precludes the subrecipient from using EPA funds to assess a site for which the subrecipient is potentially liable under § 107 of CERCLA. (See Section II.C.3 for more

information on subawards.)

c. Substantial EPA involvement may include reviewing financial and environmental status reports; and monitoring all reporting, record-keeping, and other program requirements.

d. EPA may waive any of the provisions in term and condition II.B.1. with the exception of property-specific funding determinations. EPA will provide waivers in writing.

2. Effect of EPA's substantial involvement includes:

a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any Federal statute.

b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable Federal and State laws.

c. The CAR and its subrecipients remain responsible for incurring costs that are allowable under 2 CFR Part 200 Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields assessment activities at a particular site, if they do not have such a professional on staff.

2. The CAR is responsible for ensuring that contractors and subrecipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subrecipients and contractors comply with the terms and conditions of this agreement.

3. Subawards are defined at 2 CFR 200.92. The CAR may not subaward to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR Part 200.317 through 200.326. In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition.

4. The CAR is responsible for assuring that EPA's Brownfields Assessment Grant funding received under this grant, or in combination with any other previously awarded Brownfields Assessment grant does not exceed the $200,000 assessment grant funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfields site must be approved by EPA prior to the expenditure of funding exceeding $200,000. In no case may EPA funding exceed $350,000 on a site receiving a waiver.

5. CARs expending funding from a community-wide assessment grant on a particular site must include such funding amount in any total funding expended on the site.

6. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within thirty days after each reporting period. These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

   Quarterly progress reports must clearly differentiate which activities were completed with EPA funds provided under the BF Assessment grant, versus any other funding source used to help accomplish grant activities.

   In addition, the report shall include brief information on each of the following areas: 1) a comparison of actual accomplishments to the anticipated outputs/outcomes specified in the cooperative agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement work plan. See the quarterly report outline included in the Work Plan.

2. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:

   a. Summary and status of approved activities performed during the reporting quarter, summary of the performance outputs/outcomes achieved during the reporting quarter, a description of problems encountered or difficulties during the reporting quarter that may affect the project schedule and a discussion of meeting the performance outputs/outcomes.
   b. An update on project schedules and milestones; including an explanation of any discrepancies from the approved workplan.
   c. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.

d. A budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the approved workplan.

3. The CAR must maintain records that will enable it to report to EPA on the amount of funds expended on specific properties under this cooperative agreement.

4. In accordance with 2 CFR 200.328 (d) (1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, cleanup required, contaminants, Institution Controls, Engineering Controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize and submit the Property Profile Form instead.

F. Community Outreach

The cooperative agreement recipient agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved work plan, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed. Specifically:

1. Public or Media Events
The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days notice.

2. Limited English Proficiency Communities
To increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

G. Final Technical Cooperative Agreement Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, 200.328 *monitoring and reporting program performance*), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project

period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas: 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan; 2) reasons why anticipated outputs/outcomes were not met; and 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs. The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the cooperative agreement workplan.

III. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the work plan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess, and conduct planning and outreach. Eligible programmatic expenses include activities described in Section IV of these Terms and Conditions. In addition, such eligible programmatic expenses may include:

   a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k);

   b. Ensuring that an assessment complies with applicable requirements under Federal and State laws, as required by CERCLA § 104(k);

   c. Using a portion of the grant to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the Ineligible Uses under Section III.B.

   d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subawards to the extent allowable under III. B. 2; and carrying out community involvement pertaining to the assessment activities.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall <u>not</u> be used by the CAR for any of the following activities:

   a. Cleanup activities;

   b. Development activities that are not brownfields assessment activities (e.g., construction of a new facility);

   c. Job training unrelated to performing a specific assessment at a site covered by the grant;

d. To pay for a penalty or fine;

e. To pay a federal cost share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority;

f. To pay for a response cost at a brownfields site for which the recipient of the grant or subaward is potentially liable under CERCLA § 107;

g. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and

h. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR Part 225 for state, local and tribal governments, as applicable.

2. Under CERCLA § 104(k) (4) (B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs under 2 CFR Part 225 for state, local and tribal governments, as applicable.

a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirements, Cost Principles and Audit requirements for Federal Awards at* 2 CFR 200 and 2 CFR 1500. Direct costs for grant administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the grant recipient is required to carry out the activity under the grant agreement.

b. Ineligible grant administration costs include direct costs for:

(1) Preparation of applications for brownfields grants;

(2) Record retention required under 2 CFR 1500.6;

(3) Record-keeping associated with equipment purchases required under 2 CFR 200.313;

(4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR 200.308;

(5) Maintaining and operating financial management systems required under 2 CFR 200.302;

(6) Preparing payment requests and handling payments under 2 CFR 200.305;

(7) Non-federal audits required under 2 CFR 200 Subpart F; and

(8) Close out under 2 CFR 200.343.

3. Cooperative agreement funds may not be used for any of the following properties:

a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);

b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;

c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or

d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.

C. Interest -Bearing Accounts and Program Income

1. In accordance with 2 CFR 1500.7, the CAR is authorized to add program income to the funds awarded by the EPA and use the program income under the same terms and conditions of this agreement. Program income for the assessment CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, clean up planning or other activities when the costs for the activity is charged to this agreement.

2. The CAR must deposit advances of grant funds and program income (i.e. fees) in an interest bearing account.

   a. For interest earned on advances, CARs are subject to the provisions of 2 CFR 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.

   b. Interest earned on program income is considered additional program income.

   c. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR 1500.8.

IV. ASSESSMENT ENVIRONMENTAL REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

B. Quality Assurance (QA) Requirements

1. When environmental samples are collected as part of the brownfields assessment, the CAR shall comply with 40 CFR Part 31.45 requirements to develop and implement

quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

2. In addition, the recipient must comply with the following QA requirements:

   a. This grant includes the performance of environmental measurements, therefore, a QA Plan, a Sampling and Analysis Plan, or other comparable document covering QA activities, must be prepared before any sampling or cleanup activities at the site may begin. An example of a comparable document is a Sampling Plan approved by the state oversight authority. If the document submitted does not meet EPA's basic information requirements, an addendum or supplemental Sampling and Analysis Plan may be required before sampling work may begin. The recipient should consult with the Region 9 Quality Assurance Office at 415-972-3411 to determine if a QA document is required. The Quality Assurance Manager will determine what type of QA documentation would be most appropriate and what QA guidance should be followed if a document is required. The QA Plan must be approved by the EPA Project Officer, the Region 9 Quality Assurance Manager, and the recipient's Quality Assurance Officer before measurement activities are undertaken. Typically, measurement activities must be described by the type of media (soil, water, air), by the phase of the project (i.e.: sampling backfill material, air monitoring during removal work, confirmation sampling), and by location.

   b. Emergency measurements may be taken without a QA Plan being prepared if the Region 9 Quality Assurance Manager agrees that the nature of the data collection activity required due to the emergency warrants an exemption and the recipient contacts the Quality Assurance Manager to obtain approval prior to beginning the sampling work. Contact the QA Office at 415-972-3411. In the event an unforeseen site condition arises during the cleanup work, changes or deviations to the type of contaminant sampled, methodology, or sample spacing, the recipient must contact the Quality Assurance Manager to determine if the Sampling and Analysis Plan must be amended before new work is initiated. If the change is such that a site hazard is created by a delay in the work, the recipient shall contact the Quality Assurance Manager to obtain approval prior to formally revising the document. Minor field deviations (i.e: slight location changes) should be noted in the final cleanup report, but do not require EPA approval.

   c. In general, a QAPP or Sampling and Analysis Plan will require approximately two to four weeks for the EPA Quality Assurance Manager to review and return comments. Documents generally require one revision and re-submittal. The re-submittal review time is typically two weeks.

C. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA approved work plan. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows assessments are complete.

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's standard for all appropriate inquiries. The CAR shall utilize the practices in ASTM standard E1527-13 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate Inquiries Final Rule "All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content", (Publication Number: EPA 560-F-14-003). This does not preclude the use of grant funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable State standards.

2. All Appropriate Inquiries (AAI) final reports produced with funding from this agreement must comply with 40 C.F.R. Part 312 and must, at a minimum, include the information below. All AAI reports submitted to EPA Project Officers as deliverables under this agreement must be accompanied by a completed "All Appropriate Inquiries Final Rule: Reporting Requirements Checklist for Assessment Grant Recipients" (Publication Number: EPA 560-R-10-030) that EPA's Project Officer will provide to the recipient. The checklist also is available to grantees on the EPA website at www.epa.gov/brownfields.

   a. An ***opinion*** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.

   b. An identification of ***"significant" data gaps*** (as defined in 40 C.F.R. 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.

   c. ***Qualifications*** **and** ***signature*** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

      "[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in §312.10 of this part."

      "[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."

      Note: Please use either "I" or "We."

   d. In compliance with §312.31(b), the environmental professional must include in the final report an ***opinion regarding additional appropriate investigation***, if the environmental

professional has such an opinion.

3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR part 312 (or comparable requirements for those using ASTM Standard 1527-13). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR 200.338 through 2 CFR 200.342. If a recipient willfully fails to correct the deficiencies the Agency may consider other available remedies under 2 CFR 200.342.

V. CONFLICT OF INTEREST: APPEARANCE OF LACK OF IMPARTIALITY

A. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subawards that create real or apparent personal conflicts of interest, or the CAR's appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a grant or subawards to a subrecipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:

   (i) The affected party,

   (ii) Any member of his immediate family,

   (iii) His or her partner, or

   (iv) An organization which employs, or is about to employ, any of the above,

   has a financial or other interest in the subrecipient.

   Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

VI. PAYMENT AND CLOSEOUT

A. Payment Schedule

1. The CAR may request payment from EPA pursuant to 2 CFR 200.305. We request the CAR make requests for reimbursement on a quarterly basis. Utilize the directions for submitting a payment request at http://www2.epa.gov/financial/grants.

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR 200.343. EPA will close out the award when it determines that all applicable administrative actions and all required work of the grant have been completed.

2. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the grant.

   a. The CAR must submit the following documentation:

      (1) The Final Report as described in II.G. of the Assessment Terms and Conditions.

      (2) A Final Federal Financial Report (FFR - SF425). Submitted to:

      US EPA, Las Vegas Finance Center
      4220 S. Maryland Pkwy, Bldg C, Rm 503
      Las Vegas, NV 89119
      Fax: (702) 798-2423
      LVFC-grants@epa.gov

      (3) A Final MBE/WBE Report (EPA Form 5700-52A). Submitted to the regional Grants Management Office.

   b. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the Region.

   c. The grantee must immediately refund to the Federal agency any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other grants.

Schedule of Rates

Implementation charges for professional, technical, and administrative staff will be calculated and billed per the following schedule. To the extent possible, work will be performed by local staff and/or staff with lower billing levels and overseen by senior staff.

Cost Category	Detailed Description	Unit Cost	Unit Basis	Anticipated Project Tasks
Stantec Labor	Admin/Field Tech 6	$101.00	per hour	GIS, Brownfield Inventories, Phase I &II ESAs, Report Editing
	Project Support, CAD Tech 7	$109.00	per hour	Figures for Reports, Report Editing, Fieldwork
	Jr. Geologist, GIS Technician 8	$118.00	per hour	Phase I&II ESAs; Clean-Up Planning
	Jr. Engineer/Geologist 9	$127.00	per hour	Project Administration, EPA Reporting, Phase I&II ESAs; Clean-Up Planning
	Mid Eng/Geo 10	$137.00	per hour	Phase I&II ESAs; Clean-Up Planning
	Intermediate Eng/Geo 11	$148.00	per hour	Phase II ESA/PM Support
	Engineer 12	$161.00	per hour	Inventory, ESAs, etc.
	Sr. Engineer/ 13	$173.00	per hour	Inventory, ESAs, etc.
	Associate/Sr. PM 14	$186.00	per hour	Project Management, Site Eligibility, QA/QC, Cleanup Planning
	Sr. PM 15	$196.00	per hour	Project Management, Site Eligibility, QA/QC, Cleanup Planning
Leland Consulting Group Labor	Admin	$80.00	per hour	Real Estate Strategy/ Redevelopment Planning
	Analyst	$90.00	per hour	
	Associate	$140.00	per hour	
	Principal	$150.00	per hour	
	Managing Principal	$175.00	per hour	
Michael Baker International Labor	Administrative	$65.00	per hour	Redevelopment Planning/ Community Outreach
	Graphics	$100.00	per hour	
	Web Development	$100.00	per hour	
	Assistant Planner	$85.00	per hour	
	Associate Planner	$100.00	per hour	
	Senior Facilitator	$120.00	per hour	
	Managing Director	$160.00	per hour	
	Principal	$185.00	per hour	

Schedule of Rates (continued)

Cost Category	Detailed Description	Unit Cost	Unit Basis	Anticipated Project Tasks
Field Equipment	PID (mini-Rae 3000, 11.7 eV probe)	$110.00	per day	Equipment Used in Phase II ESAs
	Oil/Water Interface Probe	$60.00	per day	
	Field Vehicle	$160.00	per day	
	Miscellaneous Field Supplies (Safety, Traffic Control)	$60.00	per day (est)	
	Groundwater Sampling Supplies	$25.00	per day (est)	
	YSI pH-Cond-temp meter	$30.00	per day	
	Well sampling pump	$110.00	per day (est)	
	Field filters for groundwater samples	$15.00	each	
	Disposable ballers for groundwater sampling	$10.00	each	
Reimbursable Expenses	Personal vehicle mileage (Federal Rate)	$0.565 (or prevailing IRS rate)	per mile	Travel to Meetings/Sites
	Field Vehicle	$160.00	per day	Fieldwork
	Digital historic fire insurance maps	$2,000.00	estimated	GIS/Site Inventory
	Radius Map Report (Environmental Data Resources)	$120.00	each	Phase I ESAs
	Supplemental Environmental Data Resources reporting	$205.00	each	Phase I ESAs
	Misc. field supplies (estimated)	$50.00	each	Phase II ESAs
	Utility Locate	$600.00	per day (est)	Phase II ESAs
	Health and safety equipment and supplies	$25.00	per day (est)	Phase I&II ESAs
	Photocopies	$0.10	per page (est)	Various Project Deliverables
	FedEx and Postage	$35.00	per report copy (est)	Various Project Deliverables

Stantec billing rates in effect for 2016. Rates subject to annual increase. Equipment owned by Stantec will be charged at the rates provided in this table. Equipment rentals will be charged at cost + 10% markup. Equipment and reimbursable expenses (not listed in the above table) will be charged at cost + 10% markup. All subcontractor/ subconsultant fees will be charged at cost + 10% markup. Stantec will provide cost estimates for other fees/expenses as needed during the course of the project (in advance of performing such services).

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 STANTEC CONSULTING SERVICES, INC., OF RANCHO CORDOVA, TO EXTEND TERM FOR ADDITIONAL PROJECT MANAGEMENT SERVICES AND INCREASE CONTRACT AMOUNT

==========

WHEREAS, the FY 15 Brownfields Assessment Grant between the City of Lodi and US Environmental Protection Agency has been extended to June 30, 2020; and

WHEREAS, Stantec Consulting Services has served as the City of Lodi's project manager since FY 15; and

WHEREAS, in early 2020, a new environmental assessment project was identified to facilitate in the redevelopment of the former Sunset Theater and Alexander's Bakery properties; and

WHEREAS, additional funds were made available by not charging internal staff time to the grant; and

WHEREAS, sufficient funds exist in the FY 2020 operating budget to fund an environmental assessment of the former Sunset Theater and Alexander's Bakery properties and allow for grant close-out reporting.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 3 to the original Professional Services Agreement and Amendments thereto, with Stantec Consulting Services, to extend the term, provide additional project management services for an environmental assessment of the former Sunset Theater and Alexander's Bakery properties, and close-out grant reporting, and increase the contract by $7,499.71.

Dated: March 18, 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 March 18, 2020 by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

2020-____

AGENDA ITEM C-10

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with United Site Services Inc. of California ($15,000)

MEETING DATE: March 18, 2020

PREPARED BY: Parks, Recreation and Cultural Services Interim Director

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RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute Amendment No. 1 to Professional Services Agreement with United Site Services of California, Inc. for $15,000.

BACKGROUND INFORMATION: United Site Services Inc. of California entered into a one-year Professional Services Agreement with the City on April 23, 2019. This Agreement had an option to extend the contract through April 23, 2021.

A balance of $1,675.40 of the original budget of $15,000 remains. PRCS is beginning its heavy sports season and will need to rent and maintain additional port-a-pots and wash stations which necessitates an increase in the original contract.

The parties have agreed to increase the amount of the original contract by $15,000, for a total contract of $30,000. As the total contract value now exceeds $20,000, the City Council is required to approve this amendment.

FISCAL IMPACT: Included in PRCS Fund 200 Operating Expenses

FUNDING AVAILABLE: 20072202.72499

_____
Andrew Keys
Deputy City Manager/Internal Services Director

_____
Cathi DeGroot
Interim Parks, Recreation, and Cultural Services Director

CD:TL

cc: City Attorney

APPROVED: _____
Stephen Schwabauer, City Manager

AMENDMENT NO. 1

UNITED SITE SERVICES OF CALIFORNIA, INC., a California corporation
PROFESSIONAL SERVICES AGREEMENT

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 UNITED SITE SERVICES OF CALIFORNIA, INC., a California corporation (hereinafter "CONTRACTOR").

W I T N E S S E T H:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on April 23, 2019 (the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and

2. WHEREAS, CITY requested to amend the term of the Agreement to April 23, 2021, and increase the fees by an amount not to exceed $15,000, for a total not to exceed amount of $30,000, for rental and maintenance of portable unit rentals; and

3. WHEREAS, 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; and

4. WHEREAS, CONTRACTOR agrees that 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, and acknowledges that the Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations; and

5. WHEREAS, CONTRACTOR agrees to said amendments.

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. 1 on the date and year first above written and represent and warrant that they are authorized by the party they represent to execute this Amendment No. 1.

CITY OF LODI, a municipal corporation,
hereinabove called "CITY"

_____
STEPHEN SCHWABAUER
City Manager

Attest:

_____
PAMELA M. FARRIS
Assistant City Clerk

Approved as to Form:

_____
JANICE D. MAGDICH
City Attorney

UNITED SITE SERVICES OF CALIFORNIA, INC.,
a California corporation

_____
KRISTEN KELLIHER
Contracts Specialist, Legal

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on ~~March 26th~~ April 23, 2019, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and UNITED SITE SERVICES OF CALIFORNIA, INC.

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 work to be performed shall be to provide labor, materials, and rental equipment, such as portable toilet, hand wash stations, and other similar rental stations used for public hygiene and convenience at various park facilities and for City of Lodi sponsored public events (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 JANUARY 1, 2019 and terminates upon the completion of the Scope of Services or on MARCH 31, 2020, 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 two (2) 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: Jeff Hood

To CONTRACTOR:
UNITED SITES SERVICES OF CALIFORNIA, INC.
P.O. BOX 53267
PHOENIX, AZ 85072-3267
ATTN: DINA HURTADO

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: _____

UNITED SITE SERVICES OF CALIFORNIA, INC.

By: _____

Sean McDowell
Contracts Manager

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

Funding Source: **20072202.72499**
(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015

QUOTE SUMMARY

Date: April 16, 2019

Quote:

		COMPANY:	United Site Services	A&A Portables	Honeybucket
		PHONE NO.:	800-832-6886	209-524-0401	800-444-2371
		SALES REP.:	Dina Hurtado	Mike	Pat Donohoue
QTY	UOM	DESCRIPTION			
		Portable toilet rental	See attached quote	No response	No response
REMARKS:		SUBTOTAL:	$13,732.10	$	
		SALES TAX:	$219.12		
		FREIGHT:	$600.07		
		GRAND TOTAL:	$14,551.29	$	

SIGNATURE: _____

DATE: April 17, 2019

CITY OF LODI-REQUEST FOR QUOTATION

DATE: 4/16/2018

QUOTE NO:

PLEASE RESPOND BY:

SUBMITTED BY: Dina Hurtado

REQUESTED BY /RETURN TO: City of Lodi
ATTN:
PO Box 3006
Lodi, CA 95241
(209)
FAX: (209)

VENDOR QUOTE NO:_____

PAGE ____ OF ____

PLEASE PROVIDE FAX NO. IF APPLICABLE

QTY	UNIT OF ISSUE	DESCRIPTION/SPECIFICATION	UNIT PRICE	EXTENDED PRICE
1	Each	ADA restroom rental. Price to include delivery, set up, and removal. Service three times a week at Lodi Lake Nature area. Twelve months	374.90	4498.80
1	Each	ADA restroom rental, Price to include delivery, set up, and removal. Service twice a week at Debenedetti Park, nine months	254.17	2287.53
1	Each	ADA restroom rental, Price to include delivery, set up, and removal. Service once a week at Vinewood Park, six months	141.91	851.46
1	Each	Standard restroom rental, Price to include delivery, set up, and removal. Service twice a week at Debenedetti Park, nine months	220.27	1982.43
1	Each	Sink was station, Price to include delivery, set up, and removal. Service twice a week at Debenedetti Park, nine months	271.11	2439.99
3	Each	ADA restroom rental, Price to include delivery, set up, and removal. Delivered on 7/3/19 and removed 7/5/19 at Lodi Lake	241.91	241.91
10	Each	Standard restroom rental, Price to include delivery, set up, and removal. Delivered 7/3/19 and removed 7/5/19 at Lodi Lake	541.61	541.61
6	Each	Sink was station, Price to include delivery, set up, and removal. Delivered 7/3/19 and removed 7/5/19 at Lodi Lake	388.51	388.51
1	Each	ADA restroom rental, Price to include delivery, set up, and removal, Special event at City of Lodi Park, two months	133.44	266.88
1	Each	Standard restroom rental, Price to include delivery, set up, and removal, Special event at City of Lodi Park, two months	116.49	232.98

REMARKS: **F.O.B. DESTINATION PREFERRED**

LEAD TIME:

(SIGNATURE) (DATE)

SUBTOTAL	13732.10
SALES TAX	219.12
SHIPPING	600.07
GRAND TOTAL	14551.29

United Site Services of California, Inc.
243 Hosmer Avenue
Modesto, CA 95351
Toll Free: 1-800-Toilets

Salesperson Contact
Dina M. Hurtado
Mobile:
Office:
Fax:
dina.hurtado@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-1469638 **Quote Date:** 04/12/19 **Quote Expires:** 05/12/19

Sell To: CITY OF LODI FINANCE DEPT
JASON RICARD
PO BOX 3006
LODI, CA

Ship To: CITY OF LODI FINANCE DEPT
LODI LAKE PARK
1101 W. TURNER RD
LODI, CA 95240

Cust. #: USS-475066
Phone: 209-368-1012

Attn: JASON RICARD
Phone: 209-368-1012
Terms: Due Upon Receipt

Item	Unit	Quantity	From	Thru	Unit Price	Total Price	
ADA Wheelchair Accessible	**EA**	**1**	**05/01/19**	**Indef**	**12.00**	**12.00**	per billing cycle
Weekly Service	EA	1	05/01/19	Indef	114.00	114.00	per billing cycle
Additional Weekly Service - 2	EA	1	05/01/19	Indef	114.00	114.00	per billing cycle
Additional Weekly Service -3	EA	1	05/01/19	Indef	114.00	114.00	per billing cycle
Environment/Energy/Compliance						20.90	per billing cycle
Per Billing Cycle Subtotal						**374.90**	
Delivery, Setup, Removal	EA	1	05/01/19	05/01/19	30.00	30.00	one time
Environment/Energy/Compliance						1.77	one time
One Time Subtotal						**31.77**	
ADA Wheelchair Accessible Subtotal:						**406.67**	

Accepted: _____ Date: _____

Remit To: United Site Services, PO Box 53267, Phoenix, AZ 85072-3267

NOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

Subtotal:	**406.67**
Tax:	**3.47**
Total:	**410.14**

United Site Services of California, Inc.
243 Hosmer Avenue
Modesto, CA 95351
Toll Free: 1-800-Toilets

Salesperson Contact
Dina M. Hurtado
Mobile:
Office:
Fax:
dina.hurtado@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-1577182 **Quote Date:** 04/16/19 **Quote Expires:** 05/16/19

Sell To: CITY OF LODI FINANCE DEPT
JASON RICARD
PO BOX 3006
LODI, CA 95241-1910

Ship To: CITY OF LODI FINANCE DEPT
DEBENEDETI PARK
LODI, CA 95242

Cust. #: USS-475066
Phone: 209-368-1012

Terms: Due Upon Receipt

Item	Unit	Quantity	From	Thru	Unit Price	Total Price	
ADA Wheelchair Accessible	**EA**	**1**	**05/01/19**	**Indef**	**12.00**	**12.00**	per billing cycle
Weekly Service-1X	EA	1	05/01/19	Indef	114.00	114.00	per billing cycle
Additional Weekly Service - 2	EA	1	05/01/19	Indef	114.00	114.00	per billing cycle
Environment/Energy/Compliance						14.17	per billing cycle
Per Billing Cycle Subtotal						**254.17**	
Delivery, Setup, Removal	EA	1	05/01/19	05/01/19	30.00	30.00	one time
Environment/Energy/Compliance						1.77	one time
One Time Subtotal						**31.77**	
ADA Wheelchair Accessible Subtotal:						**285.94**	

Accepted: _____ Date: _____

Remit To: United Site Services, PO Box 53267, Phoenix, AZ 85072-3267

NOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

Subtotal:	**285.94**
Tax:	**3.47**
Total:	**289.41**

United Site Services of California, Inc.
243 Hosmer Avenue
Modesto, CA 95351
Toll Free: 1-800-Toilets

Salesperson Contact
Dina M. Hurtado
Mobile:
Office:
Fax:
dina.hurtado@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-1577309 **Quote Date:** 04/16/19 **Quote Expires:** 05/16/19

Sell To: CITY OF LODI FINANCE DEPT
JASON RICARD
PO BOX 3006
LODI, CA 95241-1910

Ship To: CITY OF LODI FINANCE DEPT
VINEWOOD
LODI, CA 95242

Cust. #: USS-475066
Phone: 209-368-1012

Terms: Due Upon Receipt

Item	Unit	Quantity	From	Thru	Unit Price	Total Price	
ADA Wheelchair Accessible	**EA**	**1**	**04/17/19**	**Indef**	**12.00**	**12.00**	per billing cycle
Weekly Service	EA	1	04/17/19	Indef	122.00	122.00	per billing cycle
Environment/Energy/Compliance						7.91	per billing cycle
Per Billing Cycle Subtotal						**141.91**	
Delivery, Setup, Removal	EA	1	04/17/19	04/17/19	30.00	30.00	one time
Environment/Energy/Compliance						1.77	one time
One Time Subtotal						**31.77**	
ADA Wheelchair Accessible Subtotal:						**173.68**	

Accepted: _____ Date: _____

Remit To: United Site Services, PO Box 53267, Phoenix, AZ 85072-3267

NOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

Subtotal:	**173.68**
Tax:	**3.47**
Total:	**177.15**

United Site Services of California, Inc.
243 Hosmer Avenue
Modesto, CA 95351
Toll Free: 1-800-Toilets

Salesperson Contact
Dina M. Hurtado
Mobile:
Office:
Fax:
dina.hurtado@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-1577182 **Quote Date:** 04/16/19 **Quote Expires:** 05/16/19

Sell To: CITY OF LODI FINANCE DEPT
JASON RICARD
PO BOX 3006
LODI, CA 95241-1910

Ship To: CITY OF LODI FINANCE DEPT
DEBENEDETI PARK
LODI, CA 95242

Cust. #: USS-475066
Phone: 209-368-1012

Terms: Due Upon Receipt

Item	Unit	Quantity	From	Thru	Unit Price	Total Price	
Deluxe Restroom	**EA**	**1**	**05/01/19**	**Indef**	**12.00**	**12.00**	per billing cycle
Weekly Service-1X	EA	1	05/01/19	Indef	98.00	98.00	per billing cycle
Additional Weekly Service - 2	EA	1	05/01/19	Indef	98.00	98.00	per billing cycle
Environment/Energy/Compliance						12.27	per billing cycle
Per Billing Cycle Subtotal						**220.27**	
Delivery, Setup, Removal	EA	1	05/01/19	05/01/19	30.00	30.00	one time
Environment/Energy/Compliance						1.77	one time
One Time Subtotal						**31.77**	
Deluxe Restroom Subtotal:						**252.04**	

Subtotal:	**252.04**
Tax:	**3.47**
Total:	**255.51**

Accepted: _____ Date: _____

Remit To: United Site Services, PO Box 53267, Phoenix, AZ 85072-3267

NOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

United Site Services of California, Inc.
243 Hosmer Avenue
Modesto, CA 95351
Toll Free: 1-800-Toilets

Salesperson Contact
Dina M. Hurtado
Mobile:
Office:
Fax:
dina.hurtado@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-1577182 **Quote Date:** 04/16/19 **Quote Expires:** 05/16/19

Sell To: CITY OF LODI FINANCE DEPT
JASON RICARD
PO BOX 3006
LODI, CA 95241-1910

Ship To: CITY OF LODI FINANCE DEPT
DEBENEDETI PARK
LODI, CA 95242

Cust. #: USS-475066
Phone: 209-368-1012

Terms: Due Upon Receipt

Item	Unit	Quantity	From	Thru	Unit Price	Total Price	
2 Station Sink	**EA**	**1**	**05/01/19**	**Indef**	**12.00**	**12.00**	per billing cycle
Weekly Service-1X	EA	1	05/01/19	Indef	122.00	122.00	per billing cycle
Additional Weekly Service-2X	EA	1	05/01/19	Indef	122.00	122.00	per billing cycle
Environment/Energy/Compliance						15.11	per billing cycle
Per Billing Cycle Subtotal						**271.11**	
Delivery, Setup, Removal	EA	1	05/01/19	05/01/19	30.00	30.00	one time
Environment/Energy/Compliance						1.77	one time
One Time Subtotal						**31.77**	
2 Station Sink Subtotal:						**302.88**	

Accepted: _____ Date: _____

Remit To: United Site Services, PO Box 53267, Phoenix, AZ 85072-3267

NOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

Subtotal:	**302.88**
Tax:	**3.47**
Total:	**306.35**

United Site Services of California, Inc.
243 Hosmer Avenue
Modesto, CA 95351
Toll Free: 1-800-Toilets

Salesperson Contact
Dina M. Hurtado
Mobile:
Office:
Fax:
dina.hurtado@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-1470049 **Quote Date:** 04/12/19 **Quote Expires:** 05/11/19

Sell To: CITY OF LODI FINANCE DEPT
JASON RICARD
PO BOX 3006
LODI, CA

Ship To: CITY OF LODI FINANCE DEPT
4TH OF JULY - RESTROOMS
1101 W. TURNER RD
LODI, CA 95242

Cust. #: USS-475066
Phone: 209-368-1012

Attn: JASON RICARD
Phone: 209-368-1012
Terms: Due Upon Receipt

Item	Unit	Quantity	From	Thru	Unit Price	Total Price	
ADA Wheelchair Accessible	**EA**	**3**	**07/03/19**	**07/05/19**	**15.00**	**45.00**	one time
ADA Wheelchair Accessible Svc	EA	3	07/03/19	07/05/19	60.00	180.00	one time
Delivery, Setup, Removal	EA	3	07/03/19	07/05/19	20.53	61.59	one time
Environment/Energy/Compliance						16.91	one time
ADA Wheelchair Accessible Subtotal:						**303.50**	

Subtotal:	**303.50**
Tax:	**8.80**
Total:	**312.30**

Accepted: _____ Date: _____

Remit To: United Site Services, PO Box 53267, Phoenix, AZ 85072-3267

NOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

United Site Services of California, Inc.
243 Hosmer Avenue
Modesto, CA 95351
Toll Free: 1-800-Toilets

Salesperson Contact
Dina M. Hurtado
Mobile:
Office:
Fax:
dina.hurtado@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-1470049 **Quote Date:** 04/12/19 **Quote Expires:** 05/11/19

Sell To: CITY OF LODI FINANCE DEPT
JASON RICARD
PO BOX 3006
LODI, CA

Ship To: CITY OF LODI FINANCE DEPT
4TH OF JULY - RESTROOMS
1101 W. TURNER RD
LODI, CA 95242

Cust. #: USS-475066
Phone: 209-368-1012

Attn: JASON RICARD
Phone: 209-368-1012
Terms: Due Upon Receipt

Item	Unit	Quantity	From	Thru	Unit Price	Total Price	
Deluxe Restroom	**EA**	**10**	**07/03/19**	**07/05/19**	**10.00**	**100.00**	one time
Deluxe Restroom Service	EA	10	07/03/19	07/05/19	40.00	400.00	one time
Delivery, Setup, Removal	EA	10	07/03/19	07/05/19	20.53	205.30	one time
Environment/Energy/Compliance						41.61	one time
Deluxe Restroom Subtotal:						**746.91**	

Subtotal:	**746.91**
Tax:	**25.18**
Total:	**772.09**

Accepted: _____ Date: _____

Remit To: United Site Services, PO Box 53267, Phoenix, AZ 85072-3267

NOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

United Site Services of California, Inc.
243 Hosmer Avenue
Modesto, CA 95351
Toll Free: 1-800-Toilets

Salesperson Contact
Dina M. Hurtado
Mobile:
Office:
Fax:
dina.hurtado@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-1470049 **Quote Date:** 04/12/19 **Quote Expires:** 05/11/19

Sell To: CITY OF LODI FINANCE DEPT
JASON RICARD
PO BOX 3006
LODI, CA

Ship To: CITY OF LODI FINANCE DEPT
4TH OF JULY - RESTROOMS
1101 W. TURNER RD
LODI, CA 95242

Cust. #: USS-475066
Phone: 209-368-1012

Attn: JASON RICARD
Phone: 209-368-1012
Terms: Due Upon Receipt

Item	Unit	Quantity	From	Thru	Unit Price	Total Price	
2 Station Sink	**EA**	**6**	**07/03/19**	**07/05/19**	**10.00**	**60.00**	one time
2 Station Sink Service	EA	6	07/03/19	07/05/19	50.00	300.00	one time
Delivery, Setup, Removal	EA	6	07/03/19	07/05/19	20.53	123.18	one time
Environment/Energy/Compliance						28.51	one time
2 Station Sink Subtotal:						**511.69**	

Subtotal:	**511.69**
Tax:	**15.11**
Total:	**526.80**

Accepted: _____ Date: _____

Remit To: United Site Services, PO Box 53267, Phoenix, AZ 85072-3267

NOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

United Site Services of California, Inc.
243 Hosmer Avenue
Modesto, CA 95351
Toll Free: 1-800-Toilets

Salesperson Contact
Dina M. Hurtado
Mobile:
Office:
Fax:
dina.hurtado@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-1470053 **Quote Date:** 04/12/19 **Quote Expires:** 05/11/19

Sell To: CITY OF LODI FINANCE DEPT
JASON RICARD
PO BOX 3006
LODI, CA

Ship To: CITY OF LODI FINANCE DEPT
LODI PARK - SPECIAL- ADA
1101 W. TURNER RD
LODI, CA 95240

Cust. #: USS-475066
Phone: 209-368-1012

Attn: JASON RICARD
Phone: 209-368-1012
Terms: Due Upon Receipt

Item	Unit	Quantity	From	Thru	Unit Price	Total Price	
ADA Wheelchair Accessible	**EA**	**1**	**05/01/19**	**Indef**	**12.00**	**12.00**	per billing cycle
Weekly Service	EA	1	05/01/19	Indef	114.00	114.00	per billing cycle
Environment/Energy/Compliance						7.44	per billing cycle
Per Billing Cycle Subtotal						**133.44**	
Delivery, Setup, Removal	EA	1	05/01/19	05/01/19	30.00	30.00	one time
Environment/Energy/Compliance						1.77	one time
One Time Subtotal						**31.77**	
ADA Wheelchair Accessible Subtotal:						**165.21**	

Subtotal:	**165.21**
Tax:	**3.47**
Total:	**168.68**

Accepted: _____ Date: _____

Remit To: United Site Services, PO Box 53267, Phoenix, AZ 85072-3267

NOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

United Site Services of California, Inc.
243 Hosmer Avenue
Modesto, CA 95351
Toll Free: 1-800-Toilets

Salesperson Contact
Dina M. Hurtado
Mobile:
Office:
Fax:
dina.hurtado@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-1470052 **Quote Date:** 04/12/19 **Quote Expires:** 05/11/19

Sell To: CITY OF LODI FINANCE DEPT
JASON RICARD
PO BOX 3006
LODI, CA

Ship To: CITY OF LODI FINANCE DEPT
LODI PARK- SPECIAL-STD
1101 W. TURNER RD
LODI, CA 95242

Cust. #: USS-475066
Phone: 209-368-1012

Attn: JASON RICARD
Phone: 209-368-1012
Terms: Due Upon Receipt

Item	Unit	Quantity	From	Thru	Unit Price	Total Price	
Standard Restroom	**EA**	**1**	**05/01/19**	**Indef**	**12.00**	**12.00**	per billing cycle
Weekly Service	EA	1	05/01/19	Indef	98.00	98.00	per billing cycle
Environment/Energy/Compliance						6.49	per billing cycle
Per Billing Cycle Subtotal						**116.49**	
Delivery, Setup, Removal	EA	1	05/01/19	05/01/19	30.00	30.00	one time
Environment/Energy/Compliance						1.77	one time
One Time Subtotal						**31.77**	
Standard Restroom Subtotal:						**148.26**	

Accepted: _____ Date: _____

Remit To: United Site Services, PO Box 53267, Phoenix, AZ 85072-3267

NOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

Subtotal:	**148.26**
Tax:	**3.47**
Total:	**151.73**

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO
EXECUTE AMENDMENT NO. 1 TO THE
PROFESSIONAL SERVICES AGREEMENT WITH
UNITED SITE SERVICES INC., OF CALIFORNIA

==========

WHEREAS, United Site Services Inc., of California entered into a one-year Professional Services Agreement with the City on April 23, 2019; and

WHEREAS, this Agreement had an option to extend the contract through April 23, 2021; and

WHEREAS, the parties have agreed to increase the amount of the original contract by $15,000, for a total contract amount of $30,000; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with United Site Services Inc., of California in the amount of $15,000.

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with United Site Services Inc., of California in the amount of $15,000; 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: March 18, 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 March 18, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

AGENDA ITEM C-11

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving the Acquisition, Implementation and Ongoing Maintenance of a New Integrated Library System Fee for Fiscal Year 2019/2020 ($28,945.59)

MEETING DATE: March 18, 2020

PREPARED BY: Library Director

RECOMMENDED ACTION: Adopt Resolution Approving the Acquisition, Implementation and Ongoing Maintenance of a New Integrated Library System Fee for Fiscal Year 2019/20 ($28,945.59 between The Library Corporation (TLC) and City of Lodi Public Library and approving initial fee for fiscal year 2019/2020 of $28,945.59

BACKGROUND INFORMATION: In 2003 as authorized by the City Council, the Lodi Public Library entered into a partnership with Stockton San Joaquin County Library System to share an Integrated Library System (ILS) provided by Sirsi Corporation. In 2019 the search began to upgrade the ILS system. The Library Corporation ILS integrates all the functions of the library in one automated system. It allows users online access to the catalog to search for library material and access their accounts via the Internet to place holds and to receive email notification of holds, overdues, and due date reminders. Major components include Circulation/Staff Modules, Public Access Catalog, Children's Specific Public Access Catalog, OAC Enrichment, MARC Record Import, Export, and Display functionality. The integrated library system maintains all the records of items in the collection, registered borrowers and their status in relation to each other.

The Library Corporation (TLC) will allow install, implement, operate, and maintain the System at a host Location remote from the Library's premises and will deliver communications lines over including the Internet.

FISCAL IMPACT: Online access to Library resources reduces the need to hire employees to serve public inquiries.

FUNDING AVAILABLE: 12090000.72450; $28,945.59

Andrew Keys, Deputy City Manager

Anwan Baker, Library Director

AB/yh

APPROVED: Stephen Schwabauer, City Manager

Library • Solution Integrated Library System
Hosted Contract for Lodi Public Library

THIS AGREEMENT (hereinafter referred to as "Agreement") is made between The Library Corporation, Inc., a corporation organized under the laws of the State of Maryland, with its principal place of business at Research Park, Inwood, West Virginia, party of the first part (hereinafter referred to as "The Library Corporation" or "TLC"), and Lodi Public Library, party of the second part (hereinafter referred to as "Library" or "Licensee").

WITNESSETH:

WHEREAS, The Library Corporation has developed a computerized System (hereinafter referred to as "Library • **Solution**") consisting of Hardware and Software for Authority Control, Cataloging/Database Management, Public Access Catalog, Circulation, Acquisitions, Serials Control, OPAC, and Z39.50 server, and provides "Hosting Services" to libraries, and the Library is desirous of having TLC provide Library • **Solution** as a "Hosted Solution;"

NOW, THEREFORE the parties mutually agree as follows:

1 Definitions:

1.1 "Hardware" is defined as all Hardware and products including, but not limited to, the (a) computer, disk drives, tape drive(s), and interface, (b) monitor(s) and terminals, (c) barcode scanner(s), (d) printers, (e) wiring and communication devices and (f) supplies for such Hardware.

1.2 "Licensed Software" and "Modules" are defined as Library • **Solution** computer programs, including, but not limited to, (a) the integrated Library Systems in the Dataserver, (b) the PC-based Modules provided by The Library Corporation that are resident in the PC workstation(s), and (c) the operational programs stored in the Dataserver. The Licensed Software is listed in Schedule E and includes all corrections, modifications and enhancements thereof, as well as all applicable Oracle licenses and Licensed Software.

1.3 "Hosted System" and "Hosted Solution" are defined as the provision of the System by TLC to the Library via Hosting Services.

1.4 "Hosting Services" are the services described in Schedule I by which TLC will install, implement, operate, and maintain the System at a Host Location remote from the Library's premises and deliver access to and use of the System by the Library over data communications lines, including the Internet.

1.5 "Host Location" is the location where the Hosted Solution is located, from which Hosting Services are delivered by TLC to the Library.

1.6 "Initial Customer Database" is defined as the Library's existing electronic bibliographic, patron, and transaction data.

1.7 "Data Conversion" is defined as the migration by The Library Corporation of the Library's Initial Customer Database for use with Library • **Solution**.

1.8 "Error" or "Bug" is defined as any function that is performed incorrectly or inconsistently by the Software resulting in incorrect data or failure of the System to provide the correct response.

1.9 "Contract" is defined as this document.

1.10 The terms "Software" and "Software Materials" and "Licensed Software Materials" in this Agreement shall also mean any machine-readable or printed material not included in the Licensed Software and which is designated by The Library Corporation as available under license to libraries who have licensed the program to which those materials relate, including documentation of the System.

1.11 "Documentation" is defined as TLC's current published product descriptions, both printed and electronic, for the System, Hardware, Software, Hosted Solution, and Hosting Services.

1.12 "Licensed Software Updates" is defined as periodic enhancements and additional functionality added to the Licensed Software.

1.13 "Sub-Licensed Software" is defined as all applicable Microsoft, Oracle and Cognos Software provided to the Library by The Library Corporation. The Sub-Licensed Software is subject to such limitations and restrictions as those required by the original licenser.

1.14 "Sub-Licensed Software Updates" is defined as periodic enhancements and additional functionality added to the Sub-Licensed Software.

1.15 The term "Databases" refers to Library of Congress MARC Database and other information formatted for use by the Licensed Software and provided on machine-readable media by The Library Corporation.

1.16 The terms "Customer's Database" and "Library's Data" and "Library's Database" are defined as the Library's patron, circulation transaction, and MARC catalog machine-readable data, contained in the System or Hosted Solution.

1.17 The "Installation Date" shall be the day on which the Library begins production use of the Hardware, Licensed Software, Hosted Solution, and Hosting Services with the Library's Data fully loaded and available to the Library.

2 Statistics. Statistics set forth in Schedule A, *Library Statistics*, include the numbers estimated in July 2019 of titles, number and type of terminals, number of locations, total items circulated annually at each location, and the number of items in the collections at the Library locations where the System is to be used. "Items" are defined as materials circulated by the Library (individual copies of books, records, cassettes, etc.). Since The Library Corporation relies on these Statistics to choose the type of Hardware and to set parameters of the Software, the Library agrees that its Statistics as shown are reasonably correct.

3 Term. This Agreement is effective until it is terminated according to the provisions contained herein. The Library can terminate this Agreement upon ninety (90) days written notification to The Library Corporation of its intention to terminate. There is no fee for early termination, however, there shall be no refund of any remaining balance(s), which have already been paid by the Library.

3.1 Upon termination by the Library, charges for TLC-assisted or customized extract of item and patron data will be charged at the then current rate.

3.2 Termination. The Library Corporation may discontinue any license or terminate this Agreement upon written notice if the Library fails to comply or to contest within thirty (30) days of receipt of such notice, with any of the terms and conditions of this Agreement. In the event the Library becomes insolvent or voluntarily or involuntarily bankrupt or a receiver, or if the Library makes an assignment for the benefit of creditors, then The Library Corporation at its option may immediately terminate this Agreement by notice to the Library to that effect. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise, and any such assignment or attempted assignment shall be void and in no event shall this Agreement or any rights or privileges hereunder be an asset of the Library under any bankruptcy, insolvency or reorganization proceedings.

3.3 Term of the Hosting Services Agreement. The Hosting Services Agreement, a sample of which is contained in Schedule I, shall be effective until it is terminated according to the provisions contained therein.

4 Library Corporation Fees and Deliverables. According to the Statistics in Schedule A, and subject to any special conditions appended in Schedule J, *Additional Considerations*, The Library Corporation will provide deliverables detailed in the following schedules at the fees indicated:

Schedule B: Conversion, Processing and Implementation
Schedule C: Hosted Solution Costs
Schedule D: Peripheral Hardware and Maintenance
Schedule E: Software
Schedule F: Cataloging Database Subscriptions
Schedule G: Installation and Training
Schedule H: Payment Schedule
Schedule I: Hosting Services
Schedule J: Additional Considerations

5 Payment. Payments for Hardware, Software, and all other goods and services shall be made in accordance with the terms that are set forth in Schedule H. Fees enumerated in Schedules B though G are summarized in Schedule H.

6 Site Preparation. It is understood and agreed that the aforesaid fees do not include any site preparation or installation costs except as described in Schedule G, *Installation and Training*.

7 Licenses. The Library Corporation hereby grants to the Library a perpetual, non-transferable and non-exclusive license to use the Licensed Software.

7.1 Each License granted under this Agreement authorizes the Library to: (a) use the Licensed Software, in object code form only, at the location specified herein and on the designated number of display units at the location and a number of remote locations authorized in Schedule A, or as provided by Schedule E, (b) utilize the Licensed Software Materials in printed form and the Database in machine-readable form in support of the use of the System.

7.2 No title to or ownership of the Software is transferred to the Library, and it remains the proprietary property of The Library Corporation.

7.3 The Library shall not allow the Software or any portion thereof to be reverse-compiled or disassembled.

7.4 The Library Corporation may terminate all proprietary licenses granted hereunder and require return of the Software if the Library fails to comply with these terms and conditions. The Library Corporation shall have the right to enforce these terms and conditions against the Library.

7.5 If the Licensed Software is to be used at other than the designated location(s) as specified by Schedule A, additional licenses may be required for each additional location as addressed in Schedule E, *Software*. If the Library cannot perform its data processing at the Host Location because of network conditions beyond the Library's control, the affected licenses will be temporarily extended to permit the Library to use the licensed program material at another location.

7.6 The Library must notify The Library Corporation of the Library's intention to change the designation of the location at which Licensed Software is to be used.

7.7. The Library Corporation must notify the Library of The Library Corporation's intention to change the designation of the Host Location at which the Hosted Services are located.

7.8 The Library Corporation hereby grants to the Library a perpetual, non-transferable and non-exclusive license to use the Sub-Licensed Software. The Sub-Licensed Software is governed by the licensing terms and conditions of the owners of those Software products, as identified in Section 1.13 of this Agreement.

8 The Library shall:

8.1 Pay all costs associated with data lines.

8.2 Pay shipping charges for all Peripheral Hardware purchased from The Library Corporation as defined in Schedule D.

8.3 Pay all fees to previous vendor for export & delivery of Initial Customer's Database.

9 Privacy of Data. The Library Corporation agrees not to use patron details such as names, addresses, etc., for any purpose other than providing requested services to the Library and agrees not to transmit the Library's Data to any third party, except as requested by the Library.

All bibliographic, item, fine, patron, and other records entered into the Library's Database on the Library's System or supplied to The Library Corporation by the Library are and shall remain the sole property of the Library. The Library Corporation shall not, without the Library's written consent, copy or use such records except to carry out contracted work, and shall not, without the Library's consent, transfer such records to any other party not involved in the performance of this Agreement, and shall return submitted records to the Library upon completion of the work hereunder.

The Library shall have the right, without the consent of The Library Corporation to extract such data in industry-standard formats, using The Library Corporation's Software and at no cost to the Library. The Library acknowledges that the methods of storage, compilation, format, and layout constitute proprietary and trade secret information of The Library Corporation and are protected

by federal copyright law. The Library Corporation agrees to assist the Library within thirty (30) days of such request, in making such extracts.

10 Protection and Security. All Licensed Software Materials, including, but not limited to Documentation, contain proprietary information, use of which is limited by the licenses granted in this Agreement. The Library will not disclose or otherwise make available any Software Materials in any form to any third party except to the Library's employees, or to agents directly concerned with licensed use of the program.

11 Warranty

11.1 The Library Corporation warrants that The Library Corporation has the right to license the Software listed in Schedule E, *Software*, and to grant sub-license to the Sub-Licensed Software as defined in Section 1.13. The Licensed Software will perform the functions set out in the Documentation. Thereafter The Library Corporation will provide program service and maintenance as described in Schedule H, Part 2, *Software Support*.

11.2 The Library Corporation does not warrant that the operation of the Licensed Software will be uninterrupted or Error-free or that all program defects will be corrected.

11.3 The Library Corporation agrees, however, to make its best efforts to correct all reproducible material Errors in programming and discrepancies between the Documentation and the actual Software performance. The Library Corporation further agrees to make its best efforts to correct any Hardware or Software problems that result in total System "downtime".

11.4 The Library Corporation warrants that the Library shall acquire good and clear title to the Hardware purchased hereunder, free and clear of all liens, claims, or encumbrances from a third party. Title to the Hardware purchased from The Library Corporation by the Library shall pass from The Library Corporation to the Library upon payment of the final balance due, as outlined under Schedule H, *Payment Schedule*.

11.5 Hardware purchased under this Agreement will be newly manufactured.

11.6 The above warranties will apply as long as the Library has maintained Hardware Maintenance as provided by Schedule D and Software Support as provided by Schedule E or during the time of Hosted Services.

12 Software Support and Maintenance.

12.1 Telephone support and Licensed Software Updates will be provided as part of the annual Software support service fee, as provided for in Schedule H of this Agreement. The initial cost of the Software includes first-year Software support. Payment of the annual Software support fee entitles the Licensee to continued use of the Software.

12.2 Licensed Software Updates will be made upon release.

12.2.1 The Library Corporation agrees to notify the Library at least 12 months prior to the release of a mandatory Licensed Software Update that would require a Hardware enhancement.

12.3 The Library Corporation reserves the right not to release Licensed Software Updates to the Software during the term of this Agreement. Failure to release Licensed Software Updates to

the Software does not constitute default on the part of The Library Corporation because of the continuation of the right to use telephone support and other support-related services.

12.4 After a period of five years from the date of the execution of this Agreement, The Library Corporation can discontinue Software support upon two years written notification to the Library and the warranties provided by Section 12.1 of this Agreement shall remain in effect.

12.5 The Library Corporation shall not be responsible for correcting any adverse effects on performance or operation as a result of the Library's use of (a) third-party Hardware or Software, and/or (b) Databases and networks external to the Library•**Solution** System, in conjunction with the Library•**Solution** System. When resources are available, The Library Corporation may provide consultation services or assistance relating to the Library's use of such third-party Hardware and Software, external Databases and networks, and The Library Corporation reserves the right to charge, at the then-published rate, for such services and assistance.

13 The Library's Election of Hosting Services

The Library has elected to receive Hosting Services for operation and delivery of the System to be provided as a Hosted Solution according to the provisions of the Hosting Services Agreement that is to be separately executed by the parties in addition to this Agreement.

13.1 Acceptance and Payment

The Hosting Services Agreement contained in Schedule I of this Agreement defines procedures for Acceptance of the Hosted Solution and Hosting Services that is a prerequisite for full payment of the amounts due under this Agreement as specified by Schedule H.

14 Special considerations

(A) TLC acknowledges that the library's financial commitment in purchasing and maintaining the system is substantial and that the library enters into the contract expecting vendor will remain in business in the foreseeable future to service and maintain the system and fulfill TLC's obligations. Accordingly, TLC represents and warrants that it:

1. Has not received any notice or claim from any other party that any portion of the system is being used contrary to or in violation of another party's patent, copyright, trademark, trade secret, license, or other intellectual property interest;

2. Is not now negotiating for the sale or transfer of its business or assets to another entity or company;

3. Has no knowledge or information that, in the foreseeable future, its ability to fulfill its obligations and commitments to the library will be hindered or jeopardized.

15 Patent and Copyright.

15.1 The Library Corporation will defend the Library against any claim that Licensed Software or Software Materials or Sub-Licensed Software or Hardware furnished and used within the scope of the licenses and Sub-Licenses and titles to Hardware granted herein infringe a U.S. patent or copyright and The Library Corporation will pay resulting costs, damages and attorney fees finally awarded, provided that: (a) the Library promptly notifies The Library Corporation in writing of the claim, and (b) The Library Corporation has sole control of the defense and all related settlement negotiations.

15.2 If such claim has occurred, or in The Library Corporation's opinion is likely to occur, the Library agrees to permit The Library Corporation at its option at no additional expense to the Library either to procure for the Library the right to continue using the Licensed Software or Sub-Licensed Software or Hardware or to replace or modify the same so that they become non-infringing.

15.3 The Library Corporation shall have no obligation to defend the Library or to pay costs, damages, or attorney's fees for any claim based upon (1) use of other than a current unaltered release of the Licensed Software if such infringement would have been avoided by the use of a current unaltered release of the Licensed Software, or (2) the combination, operation or use of any Licensed Software or data with non-Library Corporation programs or data if such infringement would have been avoided by the combination, operation or use of the Licensed Software with other Library Corporation-approved programs or data.

15.4 The foregoing states the entire obligation of The Library Corporation with respect to infringement of patents or copyrights.

16 Limitation of Remedies. The Library's right to recover damages to property caused by The Library Corporation's fault or negligence shall be limited to one million dollars ($1,000,000.00), except for a patent or copyright violation as contained in paragraph 15, Patent and Copyright. The Library Corporation shall not be liable in any event for any damages resulting from the Library's use of products, even if advised of the possibility of such damage. This limitation of liability shall apply regardless of the form of action, whether in contract or tort, including negligence. This Agreement shall be subject to the provisions of the Uniform Commercial Code, with all Hardware and Software to be defined as "Goods".

16.1 In no event will The Library Corporation be liable for any damage caused by the Library's failure to perform its responsibilities or for any lost profits or other consequential, special, or indirect damages, even if The Library Corporation has been advised of the possibility of such damages.

17. Waiver of rights. The waiver or failure of The Library Corporation to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

18. Severability. If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

19. Headings. The headings of the various Paragraphs and Subparagraphs herein are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

20. Governing Law. This Agreement shall be subject to all applicable laws of the Federal Government of the United States of America. TLC agrees to the Eastern District of California (Sacramento) as the legal venue, should any legal action be required.

21. Saving Clause. All quotations and Agreements are contingent upon accidents, fires, availability of materials, and all other causes beyond the control of either party. Typographical and stenographic errors are subject to correction. Terms inconsistent with those stated herein, which might appear on the Library's formal order or Request for Proposal, will not be binding on The Library Corporation.

22. Assignments. The Library and The Library Corporation agree that no sublicensing, nor assignment of its rights or interest, nor delegation of its duties under this Agreement shall be made or become effective without the prior written consent of The Library Corporation or the Library. Any attempted sublicensing, assignment or delegation by either party without prior written consent of the other party shall be wholly void and ineffective for all purposes.

23. Taxes not included. The charges shown on this Agreement do not reflect applicable federal, state, and local taxes which may be added to the amounts shown at the time of invoicing.

24. Whole Agreement. This Agreement, including Schedules A through L and the documents listed below and referenced attachments which are defined in aggregate as the Contract Documents, constitute the entire Agreement between the parties and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject. Latter Agreements supersede former Agreements. Neither party shall be bound by any warranty, statement, nor representation not contained herein. The signatories acknowledge reading and agree to comply with all terms and conditions.

25. Amendments. Amendments and modifications to all, or any part, of the Agreement and to the Schedules A through L and referenced attachments, may be made, and shall be binding, only if in writing and signed by duly authorized representatives of both parties.

IN WITNESS WHEREOF the parties have duly executed and delivered this Agreement on the dates set forth below.

ACCEPTED FOR THE LIBRARY	ACCEPTED FOR THE LIBRARY CORPORATION
By _____	By _____
	Annette H. Murphy
Title _____	Title CEO
Date _____	Date JANUARY 23, 2020

Approved as to Form:

_____
JANICE D. MAGDICH
City Attorney

Schedule A

Library Statistics

Estimated Number of patrons:	43,000
Estimated Number of Titles:	110,000
Estimated Number of Circulations:	175,000
Number of Library Sites:	1
Number of Staff Licenses*:	12
Total Number of PAC stations:	Unlimited
Name and address of host location:	**The Library Corporation** One Research Park Inwood, WV 25428 c/o Evoque DCS™ (formerly AT&T) 21571 Beaumeade Circle Ashburn, VA 20147

*Staff Licenses refers to the unique individual that will access the TLC software. Any physical station may allow multiple users to access the software (Circulation, Cataloging, Online Selection & Acquisitions etc.) using their own username i.e. users are portable.

Schedule B

Conversion, Processing and Implementation*

1. **Data Preparation**

Number of Bibliographic Records: 110,000 (est.)

Data Preparation and Clean-up

- Data Clean-up and Normalization
- Authority Control Processing
- Global Updating of Headings
- RDAExpress retroactive conversion of your existing MARC records to the new RDA cataloging standard.
- Migration of Library Data to Library•**Solution**

2. **Project Implementation Services**

- Project Management
  - i. Project Initiation – Outline Milestones & Deliverables
  - ii. Coordination with 3rd party vendors
  - iii. Operation Review – Rules configuration, collection review & workflow analysis
  - iv. System "Look and Feel" collaboration with staff
  - v. Iterative management process to keep library updated on project progress
- Enable ongoing access to national authority files
- Customized PAC appearance
- Library Policy and Rules Configuration setup
- User previsioning and access models defined
- Migration Review upon "Go-live"

Total Conversion & Implementation cost: $6,300

Schedule C

Hosted Solution Costs

Service	One-time costs	1st year support	Ongoing annual support years 2+ (ea.)
1. Hosted•Solution Setup	$500		
2. Annual Maintenance		$2,400	$2,400
First year total:	**$2,900**		
Ongoing annual cost:			**$2,400**

Schedule D

Peripheral Hardware and Maintenance

1. Component	One-Time $ Cost	Annual Support Costs Years 2+
1.1 *Not Applicable*		
1.2		
1.3		
1.4		
1.5		
1.6		
1.7		
1.8		
1.9		

Schedule E

Software

According to the provisions of this Agreement The Library Corporation grants perpetual, non-transferable and non-exclusive licenses for the following Software and Databases, subject to the terms and conditions of this Agreement for use at the location(s) specified in Schedule A.

1. The Library Corporation, Library•**Solution** Integrated Library System and additional modules:

Quantity	Description	Initial Cost	Annual Support years 2+ (ea.)
1	Library•**Solution** Core • LS2 Staff • LS2 Cataloging • LS2 Reports • LS2 PAC • LS2 Kids PAC • LS2 Inventory • Oracle Database licensing • Ongoing Authority control • Library•**Z** (Z39.50 server)	$9,300	$9,300
12	Staff workstation licenses*	Included	Included
1	Reports licenses**	Included	Included
1	Multi-lingual PAC option	Included	Included
1	SIP Server (unlimited connections)	Included	Included
1	OPAC Enrichment	$999	$999
1	Online Selection & Acquisitions™	$899	$899
1	NCIP API (for use with Link+)	$1,500	$300
	SUBTOTAL	**$12,698**	**$11,498**
	TAX	$1,047.59	$948.59
	TOTAL	**$13,745.59**	**$12,446.59**

*The cost to add an L•S Software license will be $1,000 per user, with an annual support cost of $200 per year.
**The cost to add a Report licenses will be $400 per user with an annual support cost of $100 per year.

Schedule F

Cataloging Database Subscriptions

1. The Library Corporation will grant perpetual, non-transferable and non-exclusive licenses for the following cataloging database subscription, subject to the terms and conditions of this Agreement for use at the location(s) specified in Schedule A.

Quantity	Description	Initial Cost	Annual Support years 2+ (ea.)
1	ITS • **MARC®** core dataset	Included	$995
1	A/V Access extended dataset	Included	Included
	TOTAL	**Included**	**$995**

Schedule G

Installation and Training

1. Installation

   1.1 Onsite set-up for printers and workstations at the library, if necessary.

2. Training

   2.1 Three (3) days of onsite, formal training for one TLC trainer to train the library's staff, at a single location to be determined collaboratively by the library and TLC.

   2.1.1 One (1) day of onsite assistance immediately following formal training for TLC trainer to answer questions and assist staff as they work with the new system.

   2.1.2 If the Library feels more training is needed, additional days can be purchased at 1,500/day for on-site training or $750/day for remote training.

Note: All of TLC's own related training expenses are included.

Total for Installation and Training **$6,000**

Schedule H Part 1

Payment Schedule

1. Summary of charges:

	Year One (1) Total Cost	Annual Cost Per Year 2+ (ea)
Conversion, Processing and Implementation Services (Schedule B)	$6,300	n/a
Hosted Solution Costs (Schedule C)	$2,900	$2,400
Peripheral Hardware (Schedule D)	$0	$0
Shipping (Schedule D)	$0	$0
Software Subscription(s)[1] (Schedule E)	$13,745.59	$12,446.59
Cataloging Database Subscription (Schedule F)	Included	$995
Installation and Training (Schedule G)	$6,000	n/a
TOTAL[1]	**$27,898**	**$14,893**

Payment Schedule: 25% down at contract signing
Remainder due net 30 days from date of invoice (installation).

1.1 Alternate description of charges

Description	Year 1 Total	Ongoing costs (yrs 2-5 ea.)
ILS core software charge[1]	$10,067.25	$10,067.25
Add-on software and subscriptions[1]	$3678.34	$2,379.34
Hosted•**Solution** charges	$2,900	$2,400
Conversion and Training	$12,300	n/a
TOTAL	**$28,945.59**	**$14,846.59**

Payment Schedule: Annual License will be invoiced 90 days prior to annual anniversary of Installation Date and will be due prior to Installation Date Anniversary.

[1]Includes tax, where applicable.

Schedule H Part 2

Software Support Years One (1) through Five (5)

Annual Licensed Software Support Cost (included in Software Subscription)

1. Annual Licensed Software Support includes telephone diagnostic service available during normal company business hours (6:30 a.m. – 9:00 P.M. EST Monday - Friday) additionally with emergency referrals from The Library Corporation's Operations Center to on-call personnel, 24 hours per day, and 7 days per week. All Library•**Solution** customers have access to The Library Corporation's toll-free (800) telephone line.

2. Software support covers trouble-shooting of any Software-related problem and provision of updates to the latest version of the System Software.

   First- year software support is included in Software costs.

4. Software support fees include:
   - Library•**Solution** Core ILS (as outlined in Schedule E)
   - ITS•**MARC®**
   - Online Selection & Acquisitions (OSA)
   - SIP Server
   - OPAC Enrichment
   - NCIP API
   - Ongoing Authority Control

SCHEDULE I

Hosting Services Agreement

By execution of this Hosting Services Agreement the parties agree that TLC will provide Hosting Services to the Library by which as described herein TLC will install, implement, operate, and maintain System at a Host Location remote from the Library's premises and deliver access to and use of the System as a Hosted Solution by the Library over data communications lines, including the Internet. The Library Corporation will own the computer server Hardware upon which the Hosted Solution is operated. TLC's remote hosting facility is located at 21571 Beaumeade Circle, Ashburn, VA 20147.

1. General.

TLC will provide to the Library Hosting Services for operation and delivery of the Hosted Solution over data communication lines substantially in accordance with applicable Documentation and TLC's then-current published product descriptions for the Hosting Services. As part of the Hosting Services, TLC will (a) configure, install, house, maintain, monitor and operate the System and all of the Hardware (including, but not limited to the computer, disk drives, tape drives) and Software components provided by TLC; (b) provide access to the Hosting Services; and (c) secure and maintain connectivity with third-party telecommunication providers, all as necessary to provide the Hosting Services and the Library's Database via the Internet. Institution is responsible for securing and maintaining its own Internet connectivity to access the System and the Hosting Services.

2. Hosting Services Detail

TLC Hosting was designed to offer our products to libraries who desire a higher level of outsourced server hardware service and support.

Hosted Service & Maintenance includes:

- State of the art hosting facilities with redundant data communication lines and load balancing to ensure the best performance.
- Fully redundant power using redundant PDU's, battery backup and diesel generators
- Multi layered network security.
- Nightly backup
- Comprehensive 24x365 monitoring
- Operating System updating
- Database configuration and updating
- TLC Software updating
- The fastest possible response time for any server-related issues

Additional services that TLC provides as part of TLC Hosting include:

The data center is housed in a resilient, secure and redundant business class data center. This location is managed by Evoque DCS™ (formerly AT&T) and features high-bandwidth, auto-failover connections with 99.9% uptime.

In the event of an unrecoverable, localized disaster, such as an equipment malfunction, the

customer's hosted solution would be restored to a standby server and any lost data would be restored from the nightly backups. Should we experience a disaster that would affect the entire data center, operations would be temporarily relocated to our corporate datacenter located at our Headquarters in Inwood, WV.

3. **Service Level.**

TLC will use its best efforts to provide the Hosting Services and to establish, operate, and maintain the Hosted Solution in accordance with this Hosting Services Agreement. TLC's obligations under this Hosting Services Agreement are subject to materials and services provided by equipment, telecommunications and/or other suppliers and to delays by or actions of Institution or third parties. The Library acknowledges that the Hosting Services may be subject to temporary interruptions due to causes beyond TLC's reasonable control, and such temporary interruptions will not be deemed to be a breach of any obligations under this Hosting Services Agreement.

4. **Uptime Commitment**

TLC will use its best efforts to ensure that the Hosted Solution is available 99.9% of the time (the "Uptime Commitment"). The Uptime Commitment will be measured as follows:

Uptime Commitment= (T-P-D)/(T-P) * 100%

T = the total number of minutes in the respective month

P = planned outages (which will not exceed four (4) hours per month), telecommunications or power disruptions caused by third parties, any other causes beyond TLC's reasonable control, and excluding other times described herein.

D = the total number of minutes of unplanned downtime in the month.

TLC agrees to notify the Library promptly of any factor, occurrence, or event coming to its attention that may affect TLC's ability to meet the Uptime Commitment, or that is likely to cause any material interruption or disruption of the Hosting Services.

Notice of scheduled maintenance shall occur 3 days prior to scheduled downtime.

In the event planned emergency maintenance is required, TLC will make best efforts to notify the Library as soon as possible in advance.

In the event of a disaster at TLC's Host Location data center, TLC will restore Hosting Services at our corporate datacenter located at our Headquarters in Inwood, WV.

5. **Hosted Solution Performance and Response Time Warranties, Testing, and Remediation**

TLC agrees and warrants that:

a. The Software, System, Hosting Services, and Hosted Solution will perform substantially in accordance with the Contract Documents and this Hosting Services Agreement, and if the Hosted Solution fails to perform within the response-time performance levels or functions and capabilities described herein, then TLC will make whatever enhancement to the Hosted Solution that is necessary to provide the contracted levels of performance and functionality as

specified by this Hosting Services Agreement within a reasonable time frame and at no cost to the Library.

b. During operation of the Hosted Solution under normal business conditions during hours of operations of Library in which the activities of users are not scripted to create pre-defined transaction mixes for purposes of stress-testing licensed software or the response-time performance or capacity of the licensed software, the Hosted Solution shall perform transactions with average response times of ≤2 seconds as measured at workstations connected to the Hosted Solution server at the Host Location.

c. On demand during the term of this Hosting Services Agreement, a thirty (30) minute response time test can be conducted by the Library to determine whether the Hosted Solution is meeting response times of ≤2.5 seconds at the Library's locations for transactions using one (1) to three (3) workstations connected to the Hosted Solution.

d. If the Library determines that the Hosted Solution is performing transactions at a Library site with an average response time of >2.5 seconds, then TLC shall measure performance of transactions at the Host Location and if the average response time of the Hosted Solution is found to be >2 seconds, then TLC will make whatever enhancement to the Hosted Solution that is necessary to provide average response times of ≤2 seconds as measured at workstations connected to the Hosted Solution server at the Host Location.

6. Acceptance of the System, Hosted Solution, and Hosting Services

a. TLC agrees that the Library may test the performance of the System, Hosted Solution, and Hosting Services for an Acceptance Test Period of thirty days from the Installation Date and notify TLC of any non-conformance in performance of the Hosted Solution with the functionality and response times as specified in the Contract Documents and this Hosting Services Agreement.

b. If, during the Acceptance Test Period the Library so notifies TLC of any such non-conformance, TLC shall use its best efforts to resolve each non-conformance, and the Acceptance Test Period will then be re-started, during which Library may begin again testing of the Hosted Solution for thirty days from that time. Such testing will continue until the Library notifies TLC that the Hosted Solution is acceptable or until the Acceptance Test Period has expired without notification by the Library to TLC of a non-conformance.

In the event that any non-conformance cannot be resolved to the Library's satisfaction, TLC and the Library agree to engage in negotiations to establish an understanding and basis for the Library's continued use and acceptance of the System, Hosted Solution, and Hosting Services.

ACCEPTED FOR THE LIBRARY

By _____

Title _____

Date _____

ACCEPTED FOR
THE LIBRARY CORPORATION

By _____
Annette H. Murphy

Title CEO

Date JANUARY 23, 2020

Approved as to Form:

_____
JANICE D. MAGDICH
City Attorney

SCHEDULE J

Additional Considerations

1. Second-year Support Costs, are stated in Schedule H-part 2, and schedule F, and include all Software and Hardware purchased under this agreement.

2. Library•**Solution** includes IBM Cognos Business Intelligence Version 10.2.0, or higher which delivers a full library of pre-written reports, lists, and notices to support most reporting needs. Report formats include lists, notice forms, bar charts, pie charts, line graphs, and cross-tabs. Staff can schedule the reports to run during off-hours and the reports can be automatically delivered to specified email recipients.

   One User License *per site* is included. The User License provides the ability to run any reports in the Reports Library. This license also enables staff to set personal preferences, schedule reports, subscribe to a scheduled report, create and manage report folders, and personalize standard reports. Additional licenses are available at additional cost. *Note: The Library has agreed to purchase a total of three (3) licenses, so that additional staff may have access to LS2 Reports.*

3. Supporting documentation as requested by the library, includes the following:

   - Exhibit A – Scope of Work
   - Exhibit B – Fee Schedule
   - Exhibit C – Proof of Insurance
   - Exhibit D – Business Tax Certificate issued by the City of Lodi
   - Exhibit E – State of California's Certificate of Qualification

Exhibit A

Solutions that Deliver

Lodi Public Library – City of Lodi, CA

SCOPE OF SERVICES AND REQUIREMENTS

The CONTRACTOR shall host, install, implement, manage and maintain a full-function, mobile, Integrated Library System (ILS) that includes a centralized database and application servers. This system shall support the library needs of Lodi Public Library. The core of the solution consists of several applications, online services, and technical support components to meet the needs of a centralized library system for Lodi Public Library. The work shall include but not be limited to the provision of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this Scope of Work.

Major Components include:

1) Circulation/Staff module
2) Cataloging and Authority Control
3) Public Access Catalog
4) Children's specific Public Access Catalog
5) OPAC Enrichment – Subscription to enhanced OPAC content including book jackets, Table of Contents, Reviews, Chapter Excerpts and more.
6) Analytics module – LS2 Reports powered by IBM Cognos Business Intelligence platform
7) Data Preparation – Includes preparation of data for 125,000 (est.) records with consistent holdings statements, including, at minimum, holdings codes and barcodes, from your existing system for transition into the new ILS system. Data preparation also includes the migration of all existing patron data. Also included is full Authority Control processing and RDA Express processing retroactively upgrading Lodi Public Library's entire bibliographic collection to above and beyond current RDA standards.
8) Installation– CONTRACTOR will provide the installation of purchased software, if required.
9) Training – CONTRACTOR will provide onsite training for staff members on new the ILS system.
10) CONTRACTOR provides free web-based training at any time upon request, and access to an online customer portal for support and additional training materials.
11) Oracle Database Licensing – embedded application license provided for use with new ILS system.
12) Z39.50 client and server – Provides a standards-based interface to bibliographic data stored in local and remote MARC databases.
13) Remote hosting at a data center within Metro Washington D.C region.
14) Over 200 preformatted Reports

1) General Specifications

a) Web-based solution

b) Must be able to connect/interface with numerous additional platforms as the Lodi Public Library evolves, through the use of industry standard APIs.

c) Standard and customizable graphical user interfaces to support different displays of information, including home location, patron type, responsible party information, staff notes on account etc.

d) Provides search syntax strings/widgets for embedding an entry point to the catalog on the library's existing or future website(s).

e) Automate and centralize library circulation and cataloging functions such as check-in/checkout, fine calculations, holds, renewals, overdue notices, inventory, statistical reporting, creating and updating library records, and importing and exporting MARC records.

f) Provide cross-database search capabilities, including but not limited to the district-wide catalog and current and future third party supplied databases (e.g. World Book, Encyclopedia Britannica, EBSCO, Newsbank, etc.)

g) Resides on Enterprise server platform utilizing industry standard operating systems, preference of Oracle RDBMS.

h) Provides/displays enhanced content for the collections including full MARC records, title covers and artwork, reviews, ToC's, and learning standards such as reading program information, etc.

i) Allows for the addition, implementation, maintenance and circulation of everyday materials, special collections, Inter-Library Loans, eResources, and non-traditional materials.

j) Support of customized colors and/or themes.

k) Support of user created book lists and saved searches with book jacket carousel, highlighting the curated list(s) or a saved search, along with newly cataloged items.

l) PACs shall be customized at time of implementation to include tabbed links to additional websites, MARC fields of choice and in which order they display on the item details screen, welcome message/images and the search options displayed, as requested by the library.

2) Cataloging and Authority Control

a) Consolidate all data at a central location (if needed) with data readily accessible and transferable at the local and/or system level.

b) Must have Fast Add capability to enable rapid catalog entry to allow new item circulation. Furthermore, unmatched Fast Add records shall be updated automatically.

c) Authority Control must offer both an automatic and manual mode for scheduled updates

d) Out-of-date headings in bibliographic records will be updated to current Library of Congress headings, and matching authority records are to be supplied when the database is loaded.

e) Must update all occurrences of a heading in a bibliographic file with a single "global change" transaction.

f) Authority Control processing must include matching every subject heading, author entry, and uniform title in database against the National Authority Files, and updating all records accordingly.

g) System must support real-time live access to the National Authority Files as an ongoing process during data entry

h) Each time a record is saved in within cataloging, the system must automatically perform authority control verification based on the local authority file and automatically provide real-time access to national authority files if the record is not found locally.

i) Must automatically update records globally with national authority control changes when necessary and then add the new record to the local authority file.

j) Ability to create local subject tags

k) Ability to create local authority files

l) Must be able to add and display Resource Description and Access (RDA) fields.

m) MARC record database must include access to a vast database of MARC records that include records with Lexile and other reading program information.

n) Must include MARC record templates for the creation of original cataloging records.

o) Must include an 856 Field editor to allow the quick creation of URL based MARC records.

p) Must support the printing of labels for spine and/or pockets, along with barcodes either individually or in batch from a queue.

q) Must have preformatted barcode and label stocks, and the ability to add those specific to Lodi Public Library, when needed.
r) Must include a bulk editor
s) Must have MARC record Import, Export, and Display functionality.
t) Must support predictive data while imputing data where appropriate.
u) Includes glossaries offering real-time predictive data including but not limited to: Genre's, Awards, Authorized headings, Subject Headings, MARC subfields, etc.

3) **Circulation and inventory control**

a) Automatic, electronic notifications through multiple formats, e.g. e-mail, text messaging etc.
b) Must support custom text in notices
c) Must provide intelligent cursor placement functionality for quick transition between scanning patron IDs and scanning item barcodes.
d) Must provide for sorting, resizing and reordering of data columns.
e) Must allow authorized staff to place batch hold requests, if required, and in one-step.
f) Must allow authorized staff to search for and view subject headings based on list of headings in use without the need to access cataloging module.
g) Must support Smart Search functionality (Title, Subject, Item ID without manual intervention)
h) Must have the ability to display custom borrower fields, as outlined by the library.
i) Accurate maintenance of fine status on materials or accounts, and rapid resolution of fine problems with easy shortcut to the charges and payments screen.
j) Staff notification by patron name when a lost/paid book is returned.
k) Optional audio signal for alerts on overdue items, lost books and fines
l) Various permission work levels (administrator, regular staff members, volunteers, etc.)
m) Ability to forgive lost items fines and/or late fees based on permissions.
n) Ability to retain patron's reading and fine/fee history (per library policy)
o) Holds Management – ability to place holds at either the item or title level.
p) Must include Integrated Library Loan (ILL) function to allow for the easy exchange of materials between non-TLC libraries. (enabled with NCIP workflow)
q) Ability to see statistics on the number of times an item has circulated.
r) Must have the ability to account for in-house use.
s) Must have the ability to include patron photos
t) Must have the ability to alter due dates and fees, based upon appropriate staff permissions.
u) The ability to schedule or automatically generate friendly, overdue, and lost items notices.
v) Ability to create temporary records at the circulation desk, for immediate circulation of items.
w) Ability to add additional copies of an existing item in circulation, without accessing cataloging.
x) Ability to know who has paid for and returned a lost book when the book is returned.
y) Optional self-check-out interface included at no additional cost.
    i) Self-check interface must be fully operable with only a monitor and a scanner.
    ii) Must be possible to use the self-checkout interface with a touchscreen.
    iii) Should support barcodes or name search.
z) Ability to create check-in and checkout notes directly in circulation or cataloging.

4) **Online Public Access Catalog (OPAC)**

a) Customized PAC interface image and welcome message is possible for each configuration i.e. multiple configurations are available within the library/system to be tailored for each department and/or site.

b) Shall be available inside or outside the library and offers age appropriate interfaces, which allows for both simplified icon-based searching and search results that are also simplified for young patrons.

c) The catalog must be compatible with mobile devices either through a Responsively Developed interface (RWD) or via an app, for use on tablets, mobile phones and the like.

d) PAC must permit multiple library-defined links on home screen.

e) Must support multiple, library-defined carousels which can be used to advertise new items, curated lists or saved searches.

f) Must offer, at minimum, three search methods e.g. icon-based, typed, and series.

g) Must include multiple search categories sets, which each include a variety of searchable icons. Additional categories sets can be added to the system at no additional charge.

h) Ability to use multiple levels of "Boolean" search techniques.

i) Must offer an optional, thumbnail-style book jacket stream for faster navigation.

j) Must show search results in a list or flow view. (User selectable)

k) Thumbnail display must also be active links into the catalog.

l) Must provide NoveList and NoveList Plus content integration.

m) Must provide Goodreads content integration.

n) Provides an interactive display with magnified book jackets and images, fully functional on iPads and other popular tablets with settings to customize for younger and older readers.

o) Include spelling correction and spelling help with search suggestions. Suggested spelling must always provide a catalog result.

p) Refinements are available to narrow searches or Advanced Search for structured searching.

q) Must include the ability to search by Reading Levels, both AR and Lexile.

r) Must include the ability to search Reading Level by specific measure or range and further limit by Title, Author, or Subject/

s) Ability to consume and display RDA indexing

t) Facets displayed in search results must adjust to match search results.

u) Must include true relevancy ranking in searches. Relevancy ranking uses boosting algorithms to rank search results higher if terms occur more frequently in small MARC records than in large ones.

v) Relevancy ranking must allow for boosting via the use of tags and/or ratings.

w) Additional search features as follow:

   i) Predictive searching which displays suggestions after three or more letters are typed.
   ii) Predictive searching that displays frequently searched terms.
   iii) Predictive searching results with suggestions for spelling.

x) Enables patrons to export bibliographies (book lists) compatible with MLA format.

y) Must enable patrons to share book lists via e-mail or RSS links.

z) Must provide account overview including fines and fees owed, items on loan, items overdue, arrived holds, pending holds and an at-a-glance view of action items for the account.

   i) Must provide the ability to suspend holds
   ii) Must provide ability to set alternate Username and Password for convenience
   iii) Must provide the ability to edit primary user data
   iv) Must provide option to display loan history (selectable at multiple levels)
   v) Must provide the ability to pay fines and fees online from within the PAC

5) **Federated Searching Capabilities/ Electronic Resource Management (ERM)**

   a) Must be fully supported by the CONTRACTOR and require no input, programming, or staff interaction with the system for the purpose of setup or maintenance/connections/authentication to databases
   b) Must include, at a minimum: simultaneous search of the library catalog, remote resources including news feeds and websites, and select subscription databases in ONE simultaneous search
   c) Search shall include the ability to integrate digital content such as historic photos, newspapers, maps, and other digital content from a content repository
   d) Search results must be formatted to match the font and theme of the overall search page
   e) Search results of subscription databases must include persistent links
   f) Contains subscription and licensing information for electronic journals, full text databases, and eBooks
   g) Seamless user authentication and compatibility to download digital media e.g. eBooks, audiobooks, movie files, etc., from within the OPAC.

6) **Reporting Function**

   a) Reporting interface must use Cognos Analytics Business Intelligence (BI) reporting platform, or similar, that is web-based and accessible via any standard web browser.
   b) Must include ability to generate standardized and custom reports correlating library use to particular patrons, patron types, reading or book groups, subjects, dates, call number ranges, and other customizable borrower fields utilized by Lodi Public Library.
   c) CONTRACTOR agrees to create custom reports during implementation if a required report is not among the list of pre-formatted reports.
   d) System must allow reports to be saved in custom folders for quick access by authorized staff.
   e) Must be possible to schedule reports to run at a date and time specified by authorized staff.
   f) Must be possible to print or e-mail reports automatically upon completion.
   g) Must provide on-demand "ad-hoc" reporting capabilities that does not require knowledge of the database structure (SQL, Oracle, MySQL, etc.)
      i) Ad-hoc reports must be able to be saved and shared among authorized users
      ii) Ad-hoc report data must provide lateral movement between modules
      h) Must be possible to run, export and/or save ALL reports in a variety of formats including PDF, HTML, XML, CSV, and Excel.
      i) Authorized staff must be able to customize the reporting module interface with a "console" view allowing easy access and display of frequently used reports.

7) **System and Equipment Configuration**

   a) The CONTRACTOR shall provide Lodi Public Library with specific information regarding the configuration of the solution's software components and a detailed description of the recommended equipment for the implementation of the proposed solution, including but not limited to, servers, workstations, connectivity requirements, operating systems and miscellaneous equipment necessary for operation. This configuration is to be based on the entire project.
   b) The system must offer a non-proprietary Relational Database Management Solution (RDBMS).
   c) Each proposal must identify pricing breakdown for hosted and self-hosted system (including server specifications), and any other services that require additional costs.

8) Specifications and Constraints

a) The CONTRACTOR shall perform the initial installation of the most current production version of the purchased solution. Unless Lodi Public Library specifies otherwise, this version shall be the same as the version used to answer all requirements in the CONTRACTOR's proposal.

b) The data gathered and stored as part of the solution will be owned by Lodi Public Library.

c) Data fields must be able to be easily added as needed for data change. Data fields must be able to be sized for variations in reporting requirements.

d) The proposed solution must provide an efficient method of performing routine maintenance on the database, to include the purging of historical data, circulation information and transaction logs.

9) Hosted Service & Maintenance

a) CONTRACTOR will provide Hosting Services to Lodi Public Library by which as described herein CONTRACTOR will install, implement, operate, and maintain System at a Host Location remote from the Library's premises and deliver access to and use of the System as a Hosted Solution by the Library over data communications lines, including the Internet. The CONTRACTOR will own the computer server Hardware upon which the Hosted Solution is operated.

b) CONTRACTOR agrees to contract with a premier industrial web services provider.

c) As part of the Hosting Services, CONTRACTOR will (a) configure, install, house, maintain, monitor and operate the System and all of the Hardware (including, but not limited to the computer, disk drives, tape drives) and Software components provided by CONTRACTOR; (b) provide access to the Hosting Services; and (c) secure and maintain connectivity with third-party telecommunication providers, all as necessary to provide the Hosting Services and the Lodi Public Library's Database via the Internet. Lodi Public Library is responsible for securing and maintaining its own Internet connectivity to access the System and the Hosting Services.

d) CONTRACTOR's Hosted Solution is designed to offer the System to Lodi Public Library on an outsourced basis, based on outsourced server hardware and software service and support, including but not limited to:

i) Provision of Hosted Solution Hardware to be owned by CONTRACTOR
ii) State of the art hosting facilities with redundant data communication lines and load balancing to ensure the best performance.
iii) All security and virus protection.
iv) Nightly backup
v) Database monitoring
vi) Operating System updating
vii) Database configuration and updating
viii) Updating of Licensed Software with Licensed Software Updates
ix) Updating of Sub-Licensed Software
x) The fastest possible response time for any server-related issues
xi) Protection against the common causes of outages (power anomalies, fire, and flood).
xii) The TLC Co-Lo data center is provided by Evoque DCS™ (formerly AT&T) and is located at 21571 Beaumeade Circle, Ashburn, VA, USA. The site is a business-class data center environment, which is resilient, secure and redundant and features high-bandwidth, auto-failover connections with 99.5% uptime.

e) CONTRACTOR will use its best efforts to provide the Hosting Services and to establish, operate, and maintain the Hosted Solution.

f) CONTRACTOR's obligations are subject to materials and services provided by equipment, telecommunications and/or other suppliers and to delays by or actions of Institution or third parties. Lodi Public Library acknowledges that the Hosting Services may be subject to temporary interruptions due to causes beyond CONTRACTOR's reasonable control, and such temporary interruptions will not be deemed to be a breach of any obligations under this contract.

g) Uptime Commitment

i) CONTRACTOR will use its best efforts to ensure that the Hosted Solution is available 99.9% of business hours – The "Uptime Commitment" will be measured as follows:

- Uptime Commitment= (T-P-D)/(T-P) * 100%
- T=the total number of minutes in the respective month
- P=planned outages (not to exceed four (4) hours per month), telecommunications or power disruptions caused by third parties, any other causes beyond CONTRACTOR's reasonable control, and excluding other times described herein.
- D-the total number of minutes of unplanned downtime in the month.

ii) CONTRACTOR agrees to notify the Lodi Public Library promptly of any factor, occurrence, or event coming to its attention that may affect CONTRACTOR's ability to meet the Uptime Commitment, or that is likely to cause any material interruption or disruption of the Hosting Services.

iii) Notice of scheduled maintenance shall occur 3 days prior to scheduled downtime.

iv) In the event planned emergency maintenance is required, CONTRACTOR will make best efforts to notify Lodi Public Library as soon as possible in advance.

h) Hosted Solution Performance and Response Time Warranties, Testing, and Remediation

i) CONTRACTOR agrees and warrants that:

i) The Software, System, Hosting Services, and Hosted Solution will perform substantially in accordance with the Contract Documents. If the Hosted Solution fails to perform within the response-time performance levels or functions and capabilities described herein, then CONTRACTOR will make whatever enhancement to the Hosted Solution that is necessary to provide the contracted levels of performance and functionality as specified by this Hosting Services Agreement within a reasonable period and at no cost to the Lodi Public Library.

ii) During operation of the Hosted Solution under normal business conditions during hours of operations of Lodi Public Library in which the activities of users are not scripted to create pre-defined transaction mixes for purposes of stress-testing licensed software or the response-time performance or capacity of the licensed software, the Hosted Solution shall perform transactions with average response times of ≤2 seconds as measured at workstations connected to the Hosted Solution server at the Host Location.

iii) On demand during the term of this contract, a thirty (30) minute response time test can be conducted by the Lodi Public Library to determine whether the Hosted Solution is meeting response times of ≤2.5 seconds at the Lodi Public Library's locations for transactions using one (1) to three (3) workstations connected to the Hosted Solution.

iv) If Lodi Public Library determines that the Hosted Solution is performing transactions at a Library site with an average response time of >2.5 seconds, then CONTRACTOR shall measure performance of transactions at the Host Location and if the average response time of the Hosted Solution is found to be >2 seconds, then CONTRACTOR will make whatever enhancement to the Hosted Solution that is necessary to provide average response times of ≤2 seconds as measured at workstations connected to the Hosted Solution server at the Host Location.

j) Acceptance of the System, Hosted Solution, and Hosting Services

i) CONTRACTOR agrees that the Lodi Public Library may test the performance of the System, Hosted Solution, and Hosting Services for an Acceptance Test Period of thirty days from the Installation Date and notify CONTRACTOR of any non-conformance in performance of the Hosted Solution with the functionality and response times as specified in the Contract Documents.

ii) If, during the Acceptance Test Period the Lodi Public Library so notifies CONTRACTOR of any such non-conformance, CONTRACTOR shall use its best efforts to resolve each non-conformance, and the Acceptance Test Period will then be re-started, during which Lodi Public Library may begin again testing of the Hosted Solution for thirty days from that time. Such testing will continue until the library notifies the CONTRACTOR that the Hosted Solution is acceptable or until the Acceptance Test Period has expired without notification by Lodi Public Library to CONTRACTOR of a non-conformance.

iii) In the event that any non-conformance cannot be resolved to Lodi Public Library's satisfaction, CONTRACTOR and Lodi Public Library agree to engage in negotiations to establish an understanding and basis for Lodi Public Library's continued use and acceptance of the System, Hosted Solution, and Hosting Services.

10) Maintenance and Operations Support

a) CONTRACTOR will provide full help desk access from 6:30 am to midnight EST, Monday through Friday. All support calls will be personally answered via toll-free telephone lines. After hours' support will be made available 24 hours a day, 7 days a week.

b) CONTRACTOR will provide an online support tool to allow Lodi Public Library and authorized library staff to enter and track ticket status. This web-based tool will be a direct interface between Lodi Public Library, library staff and CONTRACTOR's Support Staff and will be accessible 24/7. Authorized library staff may log in to report an issue or to review the status of any previous or existing issues. Each time an issue is updated by CONTRACTOR staff, ticket submitters will be automatically notified of the updated status via email.

c) CONTRACTOR will act as systems administrator providing all support for the system

d) CONTRACTOR shall provide Lodi Public Library staff with the training, instructional materials and documentation necessary to support the system

e) CONTRACTOR will provide a contact for after hour emergencies

f) CONTRACTOR will provide all support for upgrades to the system

g) CONTRACTOR can provide on-site support services on same day basis at no additional charge

11) Professional Services

a) **Implementation:** The Project Manager will oversee the implementation of the ILS, migration of database records, database clean up and training. The Project Manager will coordinate the efforts of implementation specialists, programmers, installers and trainers to ensure the transition occurs in a timely and orderly fashion. CONTRACTOR will provide a strong framework for the implementation. As the project begins, the Project Manager will work with authorized Lodi Public Library staff and decision makers to develop and monitor the project schedule and all associated tasks.

i) Authority control - CONTRACTOR will match each of your records against the national authority files and update subject headings and author fields accordingly.

ii) Custom OPAC design - CONTRACTOR will provide all programming to create multiple OPAC interfaces, for use throughout the library's different sections/departments.

b) Data and Migration Services

i) The CONTRACTOR shall provide Data clean-up and normalization services. Prior to the migration, the CONTRACTOR shall provide Lodi Public Library with pre-conversion checklists and guidelines that include but are not limited to key fields used in the clean-up, enhancement, and loading process, examples of field syntaxes that are resolvable in the matching process and syntaxes that are not resolvable.

ii) All data migration and data manipulation work will be performed by the CONTRACTOR in-house. Under no circumstances may data work be "farmed out" or performed off site at any 3rd party location.

c) Training

i) CONTRACTOR will work with Lodi Public Library to develop a customized training package for on-site training that includes multiple sessions for staff and managers.

ii) Subscription to Online Training Tutorials

- Tutorials must cover all core system modules including at minimum: circulation, cataloging reports, and recorded webinars
- Each course must consist of web video training that takes users systematically through various functions

iii) Must be separate, different from, and in addition to, standard help files in the system

iv) Must include systematic instructions on how to perform each task

v) CONTRACTOR will not use formal training sessions to solicit other products

PERIOD OF PERFORMANCE

1. CONTRACT TERM

Contract shall commence upon full execution of the Contract or a time mutually agreed upon

2. CONTRACT RENEWAL

This contract may be extended as needed, i) upon mutual written agreement of the parties, ii) prior to expiration and iii) under the same terms and conditions of the original agreement or as negotiated between Lodi Public Library and the CONTRACTOR. Contract extension(s) shall be contingent upon i) the need for continued services and ii) funding availability beyond the current fiscal year. As each option(s) to extend is mutually agreed upon, the CONTRACTOR shall be required to execute a supplement to the contract for each additional period.

3. PERFORMANCE PERIOD

The CONTRACTOR shall complete the work within the time limits specified herein. The time specified herein is the maximum time allowed.

4. CONTRACT EXECUTION

CONTRACTOR shall be required to enter into a formal written contract, but work may be undertaken by the CONTRACTOR prior to the commencement date of the Contract. Lodi Public Library is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the CONTRACTOR prior to official starting date.

Exhibit B

Summary of charges

	Year One (1) Total Cost	Annual Cost Per Year 2+ (ea)
Conversion, Processing and Implementation Services (Schedule B)	$6,300	n/a
Hosted Solution Costs (Schedule C)	$2,900	$2,400
Peripheral Hardware (Schedule D)	$0	$0
Shipping (Schedule D)	$0	$0
Software Subscription(s) (Schedule E)	$12,698	$11,498
Cataloging Database Subscription (Schedule F)	Included	$995
Installation and Training (Schedule G)	$6,000	n/a
TOTAL	**$27,898**	**$14,893**

Payment Schedule: 25% down at contract signing with remainder due net 30 days from date of system "Go-live".

Condensed description of charges

Description	Year 1 Total	Ongoing costs (yrs 2-5 ea.)
ILS core software charge	$9,300	$9,300
Add-on software and subscriptions	$3,398	$3,193
Hosted•Solution charges	$2,900	$2,400
Conversion and Training	$12,300	n/a
TOTALS	**$27,898**	**$14,893**

Renewal Schedule: Annual licensing and support will be invoiced 90 days prior to the anniversary of the "Go-live" date.

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE ACQUISITION, IMPLEMENTATION, AND ONGOING MAINTENANCE OF A NEW INTEGRATED LIBRARY SYSTEM FEE FOR FISCAL YEAR 2019/2020; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

==========

WHEREAS, in 2003 the City Council authorized the Lodi Public Library to enter into a partnership with Stockton San Joaquin County Library System to share an Integrated Library System (ILS) provided by Sirsi Corporation; and

WHEREAS, in 2019 the search began to upgrade the ILS system; and

WHEREAS, the Library Corporation ILS integrates all the functions of the library in one automated system, thus allowing users online access to the catalog to search for library material, and access their accounts via the internet to place holds and to receive email notification of holds, overdues, and due date reminders; and

WHEREAS, the major components include Circulation/Staff Modules, Public Access Catalog, Children's Specific Public Access Catalog, OAC Enrichment, MARC Record Import, Export, and Display functionality; and

WHEREAS, the integrated library system maintains all records of items in the collection, registered borrowers and their status in relation to each other.

WHEREAS, the Library Corporation (TLC) will install, implement, operate, and maintain the system at a host location remote from the Library's premises, and will deliver communication lines over including the internet; and

WHEREAS, staff recommends that the City Council approve the acquisition, implementation, and ongoing maintenance of a new Integrated Library System Fee for Fiscal Year 2019/2020, in the amount of $28,945.59; and

WHEREAS, staff further recommends that the City Council authorize the City Manager to execute the agreement on behalf of the City of Lodi.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Acquisition, Implementation and Ongoing Maintenance of a New Integrated Library System Fee for Fiscal Year 2019/2020 in the amount of $$28,945.59; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute the agreement on behalf of the City of Lodi; 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: March 18, 2020

==========

I hereby certify that Resolution No.____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 18, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

AGENDA ITEM C-12

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Appoint Lynsay Nuss to Lodi Improvement Committee; Post for Vacancies on Lodi Improvement Committee and Site Plan and Architectural Review Committee; and Post for Expiring Terms on Greater Lodi Area Youth Commission (Adult Advisors and Student Members), Library Board of Trustees, Lodi Arts Commission, and Planning Commission

MEETING DATE: March 18, 2020

PREPARED BY: City Clerk

RECOMMENDED ACTION: Appoint Lynsay Nuss to Lodi Improvement Committee; post for vacancy on Lodi Improvement Committee; and post for expiring terms on Greater Lodi Area Youth Commission (Adult Advisors and Student Members), Library Board of Trustees, Lodi Arts Commission, and Planning Commission.

BACKGROUND INFORMATION: The City Council directed the City Clerk to post an expiring term on the Lodi Improvement Committee on January 15, 2020.

The Mayor reviewed the applications, conducted interviews, and recommends that the City Council concur with the appointment as detailed below.

Due to recent resignations, there are vacancies on the Lodi Improvement Committee and the Site Plan and Architectural Review Committee (SPARC). There are vacancies and expiring terms on the Greater Lodi Area Youth Commission, as well as expiring terms on the Library Board of Trustees, Lodi Arts Commission, and Planning Commission, as detailed below. It is recommended that the City Council direct the City Clerk to post for the vacancy and expiring terms for a 30-day period. Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

APPOINTMENT:

Lodi Improvement Committee

Lynsay Nuss — Term to expire March 1, 2023

NOTE: 4 applicants (0 applicants seeking reappointment; 0 new applications; 4 applications on file); posting ordered 1/18/20; application deadline – 2/25/20.

POSTINGS:

Lodi Improvement Committee

Doug Bojack — Term to expire March 1, 2021

Site Plan and Architectural Review Committee

John Della Monica — Term to expire January 1, 2022

Greater Lodi Area Youth Commission (Adult Advisors)

Jean Powell — Term to expire May 31, 2020

Jennifer Phillips-Lorentzen — Term to expire May 31, 2020

APPROVED: _____

Stephen Schwabauer, City Manager

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Greater Lodi Area Youth Commission (Student Members)

Benjamin Gobel	Term to expire May 31, 2020
Morgan Orlando	Term to expire May 31, 2020
Jordyn Hummel	Term to expire May 31, 2020
Brandon Duran	Term to expire May 31, 2020
Rayleen Salgado	Term to expire May 31, 2020
Jasmine Shukla	Term to expire May 31, 2021
Kevin Armknecht	Term to expire May 31, 2021
Arriana Galvan	Term to expire May 31, 2021

Library Board of Trustees

David Main	Term to expire June 30, 2020

Lodi Arts Commission

Catherine Metcalf	Term to expire July 1, 2020

Planning Commission

Crystal Hicks	Term to expire June 30, 2020

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Pamela M. Farris
Assistant City Clerk

PMF

CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Receive for File the Following Reports and Financial Statements Submitted by The Pun Group, LLP and the Finance Department for FY2018-2019 Including Single Audit Report, Agreed-upon Procedures for the Gann Limit, and Agreed-upon Procedures for National Transit Database

MEETING DATE: March 18, 2020

PREPARED BY: Accounting Manager

RECOMMENDED ACTION: Receive for file the following reports and financial statements submitted by The Pun Group, LLP and the Finance Department for Fiscal Year 2018-2019.

- Single Audit Report
- Agreed-upon Procedures for the GANN Limit
- Agreed-upon Procedures for National Transit Database

BACKGROUND INFORMATION: The annual audit was conducted to assure the City Council and other interested parties that the City's financial reports and reports are prepared in accordance with generally accepted accounting principle (GAAP) against loss from unauthorized use or disposition of assets and that the City has complied with all agreements and covenants to obtain grant funds and debt financing. The Pun Group, LLP issues and "unmodified opinion".

The agreed upon procedures for the above reports, were agreed upon by the City and the League of California Cities and performed solely to assist in meeting the requirements of Section 1.5 of Article XIII-B of the California Constitution; the requirements of the Federal Transit Administration (FTA) as set forth in its applicable National Transit Database (NTD). The agreed upon procedures engagements were conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. City's management is responsible for preparing each of the reports.

The reports will be provided to federal and State oversight agencies, bond trustees and insurance companies for their review and evaluation. Copies of the reports are provided to the City Council and also available to the public by contacting the Financial Services Division.

FISCAL IMPACT: No fiscal impact.

FUNDING AVAILABLE: No funding requested.

_____
Melissa Munoz, Accounting Manager

_____
Andrew Keys, Deputy City Manager

APPROVED:_____
Stephen Schwabauer, City Manager

City of Lodi

Lodi, California

Single Audit and
Independent Auditors' Reports

For the Year Ended June 30, 2019

THE PUN GROUP
ACCOUNTANTS & ADVISORS

City of Lodi

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THE PUN GROUP
ACCOUNTANTS & ADVISORS

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Independent Auditors' Report

To the Honorable Mayor and Members of City Council
of the City of Lodi
Lodi, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Controller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Lodi, California (the "City"), as of and for the year ended June 30, 2019, and the related notes to the basic financial statements which collectively comprise the City's basic financial statements and have issued our report thereon dated February 10, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet is important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying Schedule of Findings and Questioned Costs as item 2019-001, 2019-002, 2019-003, 2019-004, and 2019-005 that we consider to be material weaknesses.

2121 North California Blvd., Suite 290, Walnut Creek, California 94596
Tel: 925-974-3394 • Fax: 949-777-8850
www.pungroup.com

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's basic financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

Response to Findings

The City's responses to the findings identified in our audit is described in the accompanying Schedule of Findings and Questions Costs. The City's response was not subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

The Pun Group, LLP

Walnut Creek, California
February 10, 2020

THE PUN GROUP
ACCOUNTANTS & ADVISORS

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM, ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE, AND ON SCHEDULE OF EXPENDITURS OF FEDERAL AWARDS

Independent Auditors' Report

To the Honorable Mayor and Members of City Council
of the City of Lodi
Lodi, California

Report on Compliance for Each Major Federal Program

We have audited the City of Lodi, California's (the "City") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2019. The City's major federal programs are identified in the summary of the auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and terms and conditions of federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Controller General of the United States; and the audit requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

2121 North California Blvd., Suite 290, Walnut Creek, California 94596
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Other Matters

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying Schedule of Findings and Questioned Costs as item 2019-006. Our opinion on each major federal program is not modified with respect to these matters.

The City's response to the noncompliance findings identified in our audit is described in the accompanying Schedule of Findings and Questioned Costs. The City's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We did identify certain deficiencies in internal control, described in the accompanying Schedule of Findings and Questioned Costs as item 2019-06 that we consider to be a significant deficiency.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The City's response to the internal control over compliance findings identified in our audit is described in the accompanying Schedule of Findings and Questioned Costs. The City's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Schedule of Expenditures of Federal Awards

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended June 30, 2019, and have issued our report thereon dated February 10, 2020 which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming our opinions on the City's Basic Financial Statements. The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

The Pun Group, LLP

Walnut Creek, California
February 10, 2020

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City of Lodi
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2019

Federal Grantor/Pass - Through Grantor/Program Title	Federal CFDA Number	Grant Identification Number	Federal Expenditures
U.S. Department of Housing and Urban Development			
CDBG - Entitlement Grants Cluster			
Direct Program:			
Community Development Block Grant	14.218	B-14-MC-06-0038	$ 14,222
Community Development Block Grant	14.218	B-15-MC-06-0038	17,663
Community Development Block Grant	14.218	B-16-MC-06-0038	154,907
Community Development Block Grant	14.218	B-17-MC-06-0038	194,688
Community Development Block Grant	14.218	B-18-MC-06-0038	501,544
Total CDBG - Entitlement Grants Cluster			883,024
Total U.S. Department of Housing and Urban Development			883,024
U.S. Department of Transportation			
Direct Program:			
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2018-DJ-BX-0641	23,496
Passed through California Office of Traffic Safety:			
Bulletproof Vest Partnership	16.607	1121-0235	19,613
Total U.S. Department of Transportation			43,109
U.S. Department of Transportation			
Federal Transit Cluster			
Direct Program:			
Federal Transit - Formula Grants	20.507	CA-2019-106	1,400,000
Total Federal Transit Cluster			1,400,000
Highway Planning and Construction Cluster			
Passed through California Department of Transportation:			
Highway Planning and Construction	20.205	STPL-5154(047)	1,097,182
Highway Planning and Construction	20.205	STPL-5154(043)	842,224
Total Planning and Construction Cluster			1,939,406
Passed through California Office of Traffic Safety:			
Minimum Penalties for Repeat Offenders for DWI	20.608	PT19059	98,846
Total U.S. Department of Transportation			3,438,252
U.S. Environmental Protection Agency			
Direct Program:			
Title III - NSIP C1 Incentive	66.818	99T30201	213,526
Total U.S. Environmental Protection Agency			213,526
Total Expenditures of Federal Awards			$ 4,577,911

See accompanying Notes to the Schedule of Expenditures of Federal Awards.

City of Lodi
Notes to the Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2019

Note 1 – Reporting Entity

The financial reporting entity, as defined by the Governmental Accounting Standard Board ("GASB"), consists of the primary government, which is the City of Lodi, California (the "City"), organizations for which the primary government is financially accountable, and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

Note 2 – Basis of Accounting

Funds received under the various grant programs have been recorded within the governmental and proprietary fund types of the City. The City utilizes the modified accrual method of accounting for the governmental fund types and the full accrual method of accounting for the proprietary fund types. The accompanying Schedule of Expenditures of Federal Awards ("Schedule") is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in the schedule may differ from amounts presented in, or used in, the preparation of the City's basic financial statements.

Note 3 – Schedule of Expenditures of Federal Awards

The accompanying Schedule presents the activity of all federal financial assistance programs of the City. Federal financial assistance received directly from federal agencies as well as federal financial assistance passed through the State of California is included in the Schedule. The Schedule was prepared from only the accounts of various grant programs and, therefore, does not present the financial position, change in fund balance, or results of operations of the City.

Note 4 – Indirect Cost Rate

The City has not elected to use the 10-percent de minimis indirect rate as allowed under the Uniform Guidance.

City of Lodi
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2019

Section I – Summary of Auditor's Results

Financial Statements

Type of report the auditors issued on whether the financial statements audited were prepared in accordance with GAAP:	Unmodified
Internal control over financial reporting:	
• Material weakness(es) identified?	Yes, 2019-001, 2019-002, 2019-003, 2019-004, 2019-05
• Significant deficiency(ies) identified?	No
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major programs:	
• Material weakness(es) identified?	No
• Significant deficiency(ies) identified?	Yes, 2019-006
Type of auditor's report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	2019-006

Identification of major programs:

CFDA Number(s)	Name of Federal Program or Cluster	Expenditures
20.507	Federal Transit Cluster	$ 1,400,000
	Total Expenditures of All Major Federal Programs	$ 1,400,000
	Total Expenditures of Federal Awards	$ 4,577,911
	Percentage of Total Expenditures of Federal Awards	30.58%

Dollar threshold used to distinguish between type A and type B program	$750,000
Auditee qualified as low-risk auditee in accordance with 2 CFR 200.520?	Yes

Section II – Financial Statement Findings

A. Current Year Findings – Financial Statement Audit

Finding 2019-001 Improve Internal Controls Over Financial Reporting

Criteria:

Management is responsible for the preparation and fair presentation as well as the accuracy of its financial statements including disclosures in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. As part of satisfying that responsibility, staff should possess that skills, knowledge, and experience necessary to complete year-end close and diligently employ that knowledge, skill, and experience to produce reliable and accurate financial information.

Generally accepted auditing standards defined internal control as a process – affected by the Members of City Council, management, and other personnel – designed to provide reasonable assurance regarding the achievement of objectives in the following categories:

- Reliability of financial reporting
- Effectiveness and efficiency of operations, and
- Compliance with applicable laws and regulations.

The Committee of Sponsoring Organizations of the Treadway Commission ("COSO") established the following framework that stress the need for policies and procedures to promote effective internal control for an entity:

Control Environment – Establish structures, reporting lines, authorities and responsibilities
Control Activities – Select and develop control activities that mitigate risks
Control Activities – Deploy control activities through policies and procedures
Information and Communication – Communicate internal control information internally
Monitoring – Evaluations are used to determine if controls are present and functioning

An overall purpose of internal control over financial reporting is to foster the preparation of reliable financial statements. Reliable financial statements must be materially accurate.

Condition:

During the audit, we noted the following conditions that resulted in material audit adjustments to the financial statements:

Accuracy in External Financial Reporting

The year-end closing process was not thorough and did not ensure that account balances were reconciled and accurate in advance of the audit requiring a significant number of adjusting journal entries to correct the financial statements. It appears these errors were primarily caused because the trial balance was prepared from data that was not complete, contained errors and appropriate year-end reconciliations were not performed. Some of the more significant entries were as follows:

- Discounts to low-income customers were not reflected in the Electric Utility Fund (Approximately $500,000).

Section II – Financial Statement Findings (Continued)

A. Current Year Findings – Financial Statement Audit (Continued)

Finding 2019-001 Improve Internal Controls Over Financial Reporting (Continued)

Accuracy in External Financial Reporting (continued)

- Adjustment to reconcile capital assets was needed (Approximately $15.6 million).
- Allocate accrued payroll by fund (Approximately $1.5 million).
- Adjust interest payable (Approximately $1.2 million).
- Adjustments were made to reconcile bond premium and deferred amount on refunding of debt (Approximately $996,000).
- CDBG Grant Receivable was understated (Approximately $505,000).
- Record unearned revenue in various funds (Approximately $934,000).
- Amounts were recorded to reclassify negative cash (Approximately $1.0 million).

Bank Reconciliation

The City's monthly bank reconciliation process was not completed in a timely manner during the period of the audit. During our review of the bank reconciliation process, we found that all of the fiscal year 2018-19 bank reconciliations had not been finalized. In addition, there were unreconciled difference in the amount of approximately $563,000 that could not be identified. The City was able to subsequently identify and reconcile the amounts. The most significant unreconciled difference was a payroll posting error that caused accounts payable and cash to both be overstated.

Revenue, Receivables, and Cash Receipts

The internal control procedures as described and documented included segregation of duties within the cash receipt process. However, in certain instances we were unable to verify that the review process existed because signatures and/or any type of documentation or evidence to identify which personnel specifically reviewed and released the cash receipt batches were not available. We found four (4) out of the twenty-five (25) batches selected for testing were appropriately stamped and signed-off by the CSR Supervisor indicating the review and release process had taken place.

Payroll

During our consideration of internal controls over payroll, we found that ten (10) out of the twenty-five (25) timesheets or timecards that were selected for testing for proper authorization, were missing the required approvals.

Context:

Various financial statement amounts were not accurate and were either under or overstated by a material amount after the audit began and the books were closed. Misstatements in financial statements are material when they can reasonably be expected to influence the decisions taken based on those financial statements and exceed the level of tolerable misstatements.

Section II – Financial Statement Findings (Continued)

A. Current Year Findings – Financial Statement Audit (Continued)

Finding 2019-001 Improve Internal Controls Over Financial Reporting (Continued)

Effect:

Reconciliations and adjustments to year end balances that either are not recorded or are posted after the preparation of fiscal year end reports decrease the reliability and usefulness of the reports. In addition, not following formal policies and procedures regarding internal control over individual transaction cycles could lead to inconsistency in processing transactions and also increases the risk that errors will not be detected and corrected in a timely manner.

Cause:

The City has experienced significant turnover in key personnel in the City's finance department in past years. Absent robust accounting policies and procedures, when vacancies occur information can be lost and as individuals are getting up to speed, some processes may not be fully executed if they are manual and not fully embedded into an automated system. In addition, the City experienced a Ransomware attack late in the year. During our testing period alternative processes had to be employed while the systems were restored. This caused different processes to be followed which was not necessarily consistent with the documented processes. Staff had to take on additional responsibilities and did not have sufficient resources to properly review and reconcile the sub-ledger to the general ledger to ensure the accuracy of the financials.

Recommendation:

We recommend that the City put in place procedures in order to reduce the amount of material journal entries and errors found after the closing process and reduce the risk of errors in the preparation of the City's Comprehensive Annual Financial Report. This should contemplate if there are sufficient resources not only available to prepare a complete set of financial statements but to provide a review process in order to detect errors prior to delivery for the audit. In addition, the City should contemplate whether additional personnel are needed in order to enhance its review processes for internal control over the financial reporting and within each transaction cycle to ensure that they are thoroughly evaluated, reviewed and recorded in order to facilitate the accurate and complete year-end closing of the general ledger.

View of Responsible Officials:

The City concurs with the recommendation. New procedures including additional checks and balances have been put in place to ensure more accurate closing, reconciliations, cash receipting and payroll processes. New procedures have been drafted by an outside industry expert to ensure better processing of bank reconciliations. New restrictions have been placed in Munis so no batches will automatically release without review. In addition, all batch paperwork will be stamped released, with the date, and the signature/initials of the one release the batch for posting. Training to departments on timesheet management will be provided by the end of the current fiscal year. City will also be implementing workflow processes and moving to Employee Self Service for time management of employees.

Section II – Financial Statement Findings (Continued)

A. Current Year Findings – Financial Statement Audit (Continued)

Finding 2019-002 Capital Asset Accounting – Multi-Year Projects

Criteria:

Accounting principles generally accepted in the United States of America (GAAP), as prescribed by the Governmental Accounting Standards Board, require entities to track and record the original cost of capital assets and to calculate depreciation on certain of those capital assets and expense the costs over their useful life from the date placed in service.

Condition:

During our review of the capital assets schedules and the detail additions report, we found that the Construction-in-Progress (CIP) additions consisted of both CIP additions in the current year and CIP additions from prior years. The prior year additions were related to the costs of certain multi-year capital projects in CIP and / or completed Asset along with the related depreciation expense that were not capitalized when the assets were placed in service. These projects should have been capitalized in prior years. The projects included a storage pond, electric screen in the Wastewater fund ($108,145), Phase 7 of the Water Meter project in the Water Fund ($549,219), and facility upgrades, bus stop shelter, and equipment in the Transit Fund ($398,669). Because these capital outlay costs spanned multiple years but were expensed as opposed to being capitalized, capital assets and net position were understated in prior years by a material amount.

Context:

A total of $1.3 million was recorded as an increase in net position in the governmental activities and business type activities on the government-wide financial statements.

Effect:

The detailed capital assets schedules contained errors and were not reconciled to the capital outlay accounts on an annual basis. Information obtained from the related department also did not possess accurate tracking of capital assets and therefore were incorrectly reported to the Finance Department.

Recommendation:

We recommend that the City establish procedures to periodically reconcile the capital outlay accounts to the asset additions report and project expenditure reports to ensure that all capital outlay is captured as an addition in the current year, if it meets the City's capitalization threshold, or expensed.

View of Responsible Officials:

The City concurs with the recommendation. Additional review layers have been put in place to be ensure all completed capital projects are captured each year from the departments responsible for delivering the capital asset. Accounting will verify cost associated with the capital asset, including any invoices that cross fiscal years, to ensure all cost are captured.

Section II – Financial Statement Findings (Continued)

A. Current Year Findings – Financial Statement Audit (Continued)

Finding 2019-003 Capital Asset Accounting and Valuation – Electric Utility Lines

Criteria:

Accounting principles generally accepted in the United States of America (GAAP), as prescribed by the *Governmental Accounting Standards Board*, require entities to track and record the original cost of capital assets and to calculate depreciation on certain of those capital assets and expense the costs over their useful life from the date placed in service.

Electric public utilities and licensees within the Federal Energy Regulatory Commission jurisdiction are required to maintain their books and records in accordance with the Commission's Uniform System of Accounts (CUSA). Though not GAAP for local electric utilities, the CUSA provides useful information on the basics of accounting for transmission and distribution systems including public utilities.

A *transmission system* means (1) All land, conversion structures, and equipment employed at a primary source of supply (i.e., generating station, or point of receipt in the case of purchased power) to change the voltage or frequency of electricity for the purpose of its more efficient or convenient transmission; (2) All land, structures, lines, switching and conversion stations, high tension apparatus, and their control and protective equipment between a generating or receiving point and the entrance to a distribution center or wholesale point; and (3) All lines and equipment whose primary purpose is to augment, integrate or tie together the sources of power supply. A *distribution system* means all land, structures, conversion equipment, lines, line transformers, and other facilities employed between the primary source of supply (i.e., generating station, or point of receipt in the case of purchased power) and of delivery to customers, which are not includible in transmission system, whether or not such land, structures, and facilities are operated as part of a transmission system or as part of a distribution system.

Plant inventory record means company plant records for retirement units and mass property that provide, as either a single record, or in separate records readily obtainable by references made in a single record, the following information for each retirement unit: (1) the name or description of the unit, or both; (2) the location of the unit; (3) the date the unit was placed in service; (4) the cost of the unit; and (5) the control account to which the cost of the unit is charged.

Each utility shall record all construction and retirements of electric plant by means of work orders or job orders. Separate work orders may be opened for additions to and retirements of electric plant or the retirements may be included with the construction work order, provided, however, that all items relating to the retirements shall be kept separate from those relating to construction and provided, further, that any maintenance costs involved in the work shall likewise be segregated. Each utility shall keep its work order system to show the nature of each addition to or retirement of electric plant, the total cost thereof, the source or sources of costs, and the electric plant account or accounts to which charged or credited. Work orders covering jobs of short duration may be cleared monthly. In the case of major utilities, each utility shall maintain records in which, for each plant account, the amounts of the annual additions and retirements are classified to show the number and cost of the various record units or retirement units.

Section II – Financial Statement Findings (Continued)

A. Current Year Findings – Financial Statement Audit (Continued)

Finding 2019-003 Capital Asset Accounting and Valuation – Electric Utility Lines (Continued)

Condition:

The City's plant inventory records as of June 30, 2019 and in prior years for the City's electric utility lines contained insufficient data to determine the unit, location of the unit, date the unit was placed in service, and actual cost of the unit. In past years, the City had accounted for all miles of utility line as one unit using a single replacement cost for all miles of line. The units of additions and repairs that extended the useful life of existing lines, additions for expansion of the current system for new lines, the retirements of existing line replaced, and the actual cost based on work order system was not being used and accounted for in the detailed inventory records for the City.

In addition, in our sample of the work order system used to determine the actual cost of the replacement of the utility lines in the current year included duplicate charges for the materials used in the project. Meaning the materials were expensed twice to the project accounting record. The impact of the duplicate charges results in an understatement of the ending inventory for materials relieved to the job cost report that are still held by the Electric Utility. Because periodic inventories are taken, there are large accounting adjustments being made to account for the actual physical inventory counts taken which offsets the understatement. However, in a perpetual materials inventory accounting system, we would not expect these large variations to occur in materials inventory.

Context:

The years in which lines were placed in service were not available from data within the system and detailed inventory reports. Only a unit replacement cost was used and had not been updated in five or more years resulting in a grossly undervalued inventory of utility lines ($8.9 million) and related accumulated depreciation ($4.9 million). The work order/job cost ledger did not contain reliable costs accounting information due to the duplicate entries made. This appeared to be a systematic error across all work orders.

Effect:

The overall effect is that capital assets and net position were understated by a material amount in the Utility Fund and Business-Type Activities financial statements in prior years.

Recommendation:

We recommend the City implement a work order system to show the nature of each addition to or retirement of electric plant, the total cost thereof, the source or sources of costs, and the electric plant account or accounts to which charged or credited. Work orders covering jobs of short duration may be cleared monthly. In the case of major utilities, each utility shall maintain records in which, for each plant account, the amounts of the annual additions and retirements are classified to show the number and cost of the various record units or retirement units. This information should be maintained by the department and reconciled with the Finance Department for use in the capital asset accounting.

Section II – Financial Statement Findings (Continued)

A. Current Year Findings – Financial Statement Audit (Continued)

Finding 2019-003 Capital Asset Accounting and Valuation – Electric Utility Lines (Continued)

View of Responsible Officials:

The City concurs with the recommendation. This was a long-standing issue. The report has been updated and the electric utility has updated its procedure to keep a better count of line units and update its cost annually. New replacement cost is determined for each project completed and accounting/department will ensure that all work papers are reflecting the new cost of the project.

The City has made changes to warehouse operations that ensure inventory is checked out and back in timely to job beginning and completion. The City is currently exploring work order software to enhance these process and control improvements.

Section II – Financial Statement Findings (Continued)

A. Current Year Findings – Financial Statement Audit (Continued)

Finding 2019-004 Establish a Comprehensive Set of Safeguards over Cyber Security

Criteria:

Cybersecurity is computer security that provides the protection of computer systems and networks from the theft of or damage to their hardware, software, or electronic data, as well as from the disruption or misdirection of the services they provide with a focus on technical controls or safeguards, data location, criticality, risk exposure, and an attack and defend mindset. Information technology general computer controls are part of an overall program but are not a comprehensive set of safeguards designed to protect information assets from breach or compromise. The National Institute of Standards and Technology (NIST), Framework for Improving Critical Infrastructure Cybersecurity, Version 1.1 (April 2018) is one framework that provides a common language for understanding, managing, and expressing cybersecurity risk to internal and external stakeholders. It can be used to help identify and prioritize actions for reducing cybersecurity risk, and it is a tool for aligning policy, business, and technological approaches to managing that risk. It can be used to manage cybersecurity risk across entire organizations, or it can be focused on the delivery of critical services within an organization. The Framework Core, which consists of five functions – identify, protect, detect, respond and recover - provides a set of activities to achieve specific cybersecurity outcomes, and references examples of guidance to achieve those outcomes. There are other frameworks outside of NIST that also provide standards for protection.

Condition:

In April 2019, the City was impacted by a Ransomware attack after a staff member clicked on an email attachment. Ransomware is a malicious software, or "malware" attack that threatens to publish or block access to a computer, a computer system's files or data until a ransom is paid. The email that was inadvertently opened contained "malware" that was spread through the city's network of computers. This "malware" encrypted critical files that interrupted several key phone lines and critical accounting systems within the Finance Department. Along with the "malware", the unidentified attackers demanded the City pay a "Bitcoin" ransom in exchange for the encryption keys, like passwords, that would release the servers, systems, and underlying data. Bitcoin, as an unregulated form of virtual currency, has become the most popular method for demanding ransom because transactions are anonymous. The hackers demanded a ransom of 75 Bitcoins (estimated at approximately $400,000 at the time) to be paid to restore systems. The City opted instead to restore systems from their normal system backups relying on established controls to protect critical data.

Context:

Though little to no data was lost as a result of the attack, the attack exposed that the City lacked procedures to provide adequate protection of computer systems and networks from theft and or damage. Vulnerabilities clearly existed within the City's security and access controls, training, and other areas that allowed outside attackers to access the City's systems in a way that gave them the capabilities to sufficiently deploy malware intended to bring down and compromise critical systems, including those systems needed for financial accounting and reporting.

Effect:

Internal controls over financial reporting were compromised while critical accounting systems within finance could not be completely restored for approximately 6 weeks. Contingency plans for manual processing were deployed in order to mitigate the loss of system usage which are often inefficient. Though contingency plans functioned during this timeframe, the City was exposed to other financial risks while the internal controls were not functioning in an automated environment such as manual overrides, processes that do not conform to policy, and potential misstatement due to the loss of data.

Section II – Financial Statement Findings (Continued)

A. Current Year Findings – Financial Statement Audit (Continued)

Finding 2019-004 Establish a Comprehensive Set of Safeguards over Cyber Security (Continued)

Recommendation:

There are many simple and effective steps cities can take to avoid vulnerabilities and reinforce cybersecurity best practices as follows:

- Establish a common language for communicating cybersecurity risks across the organization
- Adopt a Cybersecurity Framework that is aligned with the organization's objectives
- Ensure the cybersecurity program is adequately funded and resourced
- Identify one individual to be responsible for cybersecurity programs
- Make digital hygiene an institutional priority
- Promote cybersecurity awareness and user responsibilities
- Conduct an analysis and develop a risk ledger of local government vulnerabilities
- Ensure data is properly backed up
- Implement multi-factor authentication
- Create policies or plans to manage potential attacks including periodic penetration testing, controlled phishing campaigns and other procedures to identify gaps and take corrective action
- Ensure public communication is part of your attack response plan

View of Responsible Officials:

The City concurs with the recommendation. The City has moved ERP resources to the cloud, and is in the process of upgrading firewalls, email filters, virus protection and penetration testing. The City is also working to develop better written disaster response plans. The $500,000 grant received from the State of California should help to implement some measures in this area.

The City has continually improved networking, cybersecurity and data protection methods over the past year. In 2018 and 2019 the City had initiated a series of projects that have improved overall network reliability and security. Many systems were first deployed in 2016 when the City launched a new data center that introduced an improved network design, data storage and virtualization environment. Since the launch of the new data center the City has initiated or is in the process of migrating services to newer security appliances, data protection services and cyber security and awareness training for employees. The City has either fully migrated services to, or is in the execution phase of, migrating the following devices and services:

- Back up appliance with cloud-based storage and recovery points
- Firewalls in high availability featuring software defined networking
- New training and awareness services for employees
- New email filtering and data protection services
- New network monitoring and behavioral base threat detection

Section II – Financial Statement Findings (Continued)

A. Current Year Findings – Financial Statement Audit (Continued)

Finding 2019-005 Accounting for Sick Leave Conversion Bank

Criteria:

Under Governmental Accounting Standards Board Statement ("GASB") No. 16, *Accounting for Compensated Absences* sick leave and other compensated absences with similar characteristics should be accrued as a liability as the benefits are earned by the employees but only to the extent it is probable that the employer will compensate the employees for the benefits through cash payments conditioned on the employees' termination or retirement ("termination payments"). Alternatively, the liability should be measured based on the sick leave and other compensated absences with similar characteristics accumulated at the balance sheet date for those employees who currently are eligible to receive termination payments as well as other employees who are expected to become eligible in the future to receive such payments. When the liability is calculated, these accumulations should be reduced to the maximum amount allowed as a termination payment.

Condition:

The City offers sick leave conversion benefits to certain eligible retirees. Eligible retirees may choose between conversion option or bank option for accumulated but unused sick leave amounts. Under the conversion option, accumulated unused sick leave is converted to a period during which the City will pay for a retiree's health premiums. The amount of premium paid by the City each year shall be the same amount as paid at the time of retirement. Retirees are responsible for paying for future increases in the health premiums. Under the bank option, accumulated unused sick leave is converted to a dollar amount and becomes the employee's "Bank". Medical premiums are paid out of this account until it is depleted. Accumulated unused sick leave under the conversion option is accounted for under GASB No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* whereas accumulated unused sick leave benefits under the bank option should be accounted for under GASB No. 16, *Accounting for Compensated Absences*.

Upon implementation of GASB No. 75, the City inadvertently removed the accumulated unused sick leave under the bank option from the long-term liabilities in the financial statements because the bank option was thought to be included in the GASB No. 75 actuarially determined liability. The Finance Department was unaware that a separate actuarial report had been obtained to determine the value of the bank option benefits under GASB No. 16.

Context:

Long-term liabilities for compensated absences for the sick leave bank option as of June 30, 2019 and 2018 was $8.1 million and $8.5 million, respectively.

Effect:

Net position on the government-wide financial statement was overstated by $8.5 million as of the beginning of the year. The preparation of the government-wide financial statement in the current year had understated net position by $8.1 million. Both were materially misstated, and an audit adjustment was made to correct the error.

Recommendation:

The Finance Department should, in collaboration with human resources, perform a thorough review of all collective bargaining agreements to ensure that any compensation related benefits are properly identified, cataloged and accounted for under generally accepted accounting principles.

Section II – Financial Statement Findings (Continued)

A. Current Year Findings – Financial Statement Audit (Continued)

Finding 2019-005 Accounting for Sick Leave Conversion Bank

View of Responsible Officials:

The City concurs with the recommendation. The City is aware of this issue and will have this correctly allocated in the Fiscal Year 2019-20 CAFR.

B. Prior Year Findings – Financial Statement Audit

No findings were noted on the City's financial statement audit for the year ended June 30, 2018.

Section III – Federal Award Findings (Continued)

A. Current Year Findings and Questioned Costs – Major Federal Award Program Audit

Finding 2019-006 Procurement, Suspension, and Debarment

Program:

Federal Transit - Formula Grants (CFDA Number 20.507, U.S. Department of Transportation)

Criteria:

Suspension and Debarment - Non-Federal entities are prohibited from contracting with or making subawards under covered transactions to parties that are suspended or debarred. "Covered transactions" include those procurement contracts for goods and services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed $25,000 or meet certain other criteria as specified in 2 CFR section 180.220. All non-procurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 CFR section 180.215.

When a non-Federal entity enters into a covered transaction with an entity at a lower tier, the non-Federal entity must verify that the entity, as defined in 2 CFR section 180.995 and agency adopting regulations, is not suspended or debarred or otherwise excluded from participating in the transaction. This verification may be accomplished by (1) checking the System for Award Management ("SAM") Exclusions maintained by the General Services Administration (GSA) and available at https://www.sam.gov/portal/public/SAM/ (Note: The OMB guidance at 2 CFR part 180 and agency implementing regulations still refer to the SAM Exclusions as the Excluded Parties List System (EPLS)), (2) collecting a certification from the entity, or (3) adding a clause or condition to the covered transaction with that entity (2 CFR section 180.300).

Condition:

During our testing of the Federal Transit - Formula Grants, the City could not provide the supporting documents demonstrating the department verified the project contractor selected for testing was not debarred from receiving federal funding prior to awarding the vendor the contract. Though the vendor was licensed in California, their registration had been inactive in SAM for more than a year. Therefore, information was not available within the system.

Questioned Costs:

Total expenditures paid to the vendor for the contract was $402,202.

Context:

See condition above for context of the finding.

Effect:

Without verifying whether vendors are suspended or debarred from working on federally-funded projects prior to the contract awarded, the City could be contracting with vendors that are prohibited from working on federally funded projects.

Section III – Federal Award Findings (Continued)

A. Current Year Findings and Questioned Costs – Major Federal Award Program Audit (Continued)

Finding 2019-006 Procurement, Suspension, and Debarment (Continued)

Cause:

The City does not have formal policies and process in maintaining proper documentation in regards to their suspension, and debarment review process over vendors that the City contracted with federally-funded projects.

Identification as a Repeat Finding, if Applicable:

Not applicable.

Recommendation:

We recommended the City retain documentation of the monitoring of the suspension, and debarment process through a checklist in the vendor files to ensure vendors are not suspended or debarred from federally-funded purchases.

View of Responsible Officials:

The City concurs with the recommendation. The staff responsible for review SAM registrations have been educated on the importance of reviewing for contractor registration in addition to agency registration. Management feels this is a onetime occurrence that with proper training of current and future staff should not occur again.

Section III – Federal Award Findings (Continued)

B. Prior Year Findings and Questioned Costs – Major Federal Award Program Audit

Finding 2018-001 Procurement Policy

Condition:

The City has not updated its purchasing policies and procedures to bring it into compliance with the requirements of Uniform Guidance. The City has also not formally documented whether it has decided to extend its applicable date of compliance with 2 CFR part 200 to be effective beginning July 1, 2018.

Effect:

The City is not in compliance with the procurement policy provisions of 2 CFR part 200 and the Uniform Guidance. Not updating the City's procurement policy could lead to future findings and questioned costs related to federal awards. The current audit did not identify noncompliance with direct and material compliance requirements of the major federal award program.

Recommendation:

The City should evaluate and update existing purchasing policies and procedures in order to bring the City into compliance with the procurement policy requirements of 2 CFR part 200 and the Uniform Guidance. The updated policy should include, among other things:

1. Thresholds and appropriate approval procedures for allowable federal procurement methods.

2. Written standards for how conflicts of interest involving employees engaged to select, award, and administer contracts will be governed.

3. How to ensure that contracts and awards are made only to responsible and eligible contractors and how oversight of contractor performance will be monitored.

4. How records will be maintained in order to document the history of federal procurements.

Status:

Finding has been implemented subsequent to June 30, 2019.

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City of Lodi

Lodi, California

Independent Accountants' Report on Agreed-Upon Procedures Applied to Appropriations Limit Schedule

For the Year Ending June 30, 2020

THE PUN GROUP
ACCOUNTANTS & ADVISORS

THE PUN GROUP
ACCOUNTANTS & ADVISORS

INDEPENDENT ACCOUNTANTS' REPORT ON
APPLYING AGREED-UPON PROCEDURES

To the Honorable Mayor and Members of City Council
of the City of Lodi
Lodi, California

We have performed the procedures enumerated below to the accompanying Appropriations Limit Schedule of the City of Lodi, California (the "City"), for the year ending June 30, 2020. These procedures, which were agreed to by the City and the League of California Cities (as presented in the publication entitled *Agreed-upon Procedures Applied to the Appropriations Limitation Prescribed by Article XIII-B of the California Constitution*), were performed solely to assist you in meeting the requirements of Section 1.5 of Article XIII-B of the California Constitution. The City's management is responsible for the Appropriations Limit Schedule. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or any other purpose.

The procedures performed and our findings are described below:

1. We obtained the completed worksheets used by the City to calculate its appropriations limit for the year ending June 30, 2020 and compared the limit and annual calculation factors to those adopted by resolution of City Council.

   Finding: No exceptions were noted as a result of our procedures.

2. We obtained the "Price and Population Factors" from the California Department of Finance used for Appropriation Limits for the year ending June 30, 2020 and compared these factors to the worksheets used by the City to calculate its appropriate limits for the fiscal year June 30, 2020.

   Finding: The calculation factor used for the percentage change in city population for fiscal year June 30, 2020 was not correct resulting in an understatement in the ending appropriation limit amount of $32,947. Subsequently, the City made an adjustment to correct these errors but the correction did not take effect until adopted by City Council resolution on November 6, 2019, when the fiscal year June 30, 2020 appropriation limit worksheet was approved. The amended calculation is shown in the accompanying appropriations.

3. We recalculated the amended Appropriation Limit Worksheets for the year ending June 30, 2020 in the accompany appropriation limit worksheet.

   Finding: No exceptions were noted as a result of our procedures.

4. We agreed the current year information for the fiscal year June 30, 2020 presented in the accompanying Appropriations Limit Worksheets to the supporting worksheets as described in 1 above.

   Finding: Except as described in Finding 2 above, no exceptions were noted as a result of these procedures.

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We were not engaged to, and did not conduct an audit, the objective of which would be the expression of an opinion on the accompanying Appropriations Limit Schedule. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. No procedures have been performed with respect to the determination of the appropriations limit for the base year, as defined by Article XIII-B of the California Constitution.

This report is intended solely for the information and use of the City Council and management of the City and is not intended to be and should not be used by anyone other than these specified parties.

The Pun Group, LLP

Walnut Creek, California
February 19, 2020

City of Lodi
Appropriations Limit Schedule
For the Year Ending June 30, 2020

	Amount	Source
A. Appropriations Limit FY 2018-19	$ 105,753,512	Prior year appropriations limit adopted by the City
B. Calculation Factors:		
1) Population increase %	1.0183	California Department of Finance
2) Inflation increase %	1.0385	California Department of Finance
3) Total adjustment %	1.0575	(B1 x B2)
C. Annual Adjustment Increase	6,081,308	{(B3 - 1) x A}
D. Other Adjustments:		
1) Loss responsibility (-)	-	N/A
2) Transfer to private (-)	-	N/A
3) Transfer to fees (-)	-	N/A
4) Assumed responsibility (+)	-	N/A
E. Total Adjustments	6,081,308	(C + D)
F. Appropriations Limit FY 2019-2020	$ 111,834,820	(A + E)

See accompanying Notes to the Appropriations Limit Schedule.

City of Lodi
Notes to the Appropriations Limit Schedule
For the Year Ending June 30, 2020

Note 1 – Purpose of Limited Procedures Review

Under Article XIIIB of the California Constitution (the Gann Spending Limitation Initiative), California governmental agencies are restricted as to the amount of annual appropriations from proceeds of taxes. Effective for years beginning on or after July 1, 1990, under Section 1.5 of Article XIIIB, the annual calculation of the appropriations limit is subject to a limited procedures review in connection with the annual audit.

Note 2 – Method of Calculation

Under Section 10.5 of Article XIIIB, for fiscal years beginning on or after July 1990, the appropriations limit is required to be calculated based on the limit for the fiscal year 1986-87, adjusted for the inflation and population factors discussed in Notes 3 and 4 below.

Note 3 – Population Factors

A California governmental agency may use as its population factor either the annual percentage change of the jurisdiction's own population or the annual percentage change in population of the county where the jurisdiction is located. The factor adopted by the City for the year ending June 30, 2020, represents the annual percentage change in population for the County of San Joaquin.

Note 4 – Inflation Factors

A California governmental agency may use as its inflation factor either the annual percentage change in the 4th quarter per capita personal income (which percentage is supplied by the California Department of Finance) or the percentage change in the local assessment roll from the preceding year due to the change of local nonresidential construction. The factor adopted by the City for the year ending June 30, 2020, represents the annual percentage change for per capita personal income.

Note 5 – Other Adjustments

A California government agency may be required to adjust its appropriations limit when certain events occur, such as the transfer of responsibility for municipal services to, or from, another government agency or private entity. The City had no such adjustments for the year ending June 30, 2020.

THE PUN GROUP
ACCOUNTANTS & ADVISORS

INDEPENDENT ACCOUNTANTS' REPORT ON
APPLYING AGREED UPON PROCEDURES

To the City Council
of the City of Lodi
Lodi, California

We have performed the procedures enumerated below, on the application of the requirements of the Federal Transit Administration ("FTA") as set forth in its applicable National Transit Database ("NTD") Uniform System of Accounts ("USOA") by the City of Lodi (the "Organization") for the fiscal year ended June 30, 2019. Such procedures, which were agreed to by the management of the Organization and the FTA, were performed to assist the Organization and FTA in determining conformance with USOA requirements based on the following assertion by the Organization's management:

> The accounting system from which the NTD reports for the year ended June 30, 2019, were derived, uses the accrual basis of accounting and is directly translated, using a clear audit trail, to the accounting treatment and categories specified by the USOA.

The Organization's management is responsible for conformance with the requirements described above. The sufficiency of these procedures is solely the responsibility of the parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The agreed-upon procedures and associated findings are as follows:

1. Procedure: NTD Crosswalk

a. Obtained the Reduced Reporter Form RR-20 prepared by management for the year ended June 30, 2019.

b. Obtained the reconciliation documentation management prepares (referred to as "the crosswalk" throughout this report) to reconcile the chart of accounts, general ledger, and/or trial balance and other supporting documents such as Excel spreadsheets (collectively referred to as the accounting system) to Form RR-20.

c. Inquired of management as to whether the crosswalk obtained in procedure 1.b is supported by the accounting system.

d. For a transit agency that is part of a larger reporting entity, inquire of management as to whether the crosswalk includes the full cost of providing transit service, including costs incurred by the larger reporting entity to specifically support the agency's transit service.

e. Inspected the crosswalk to determine that it incorporates NTD reporting using the applicable mode(s) and types of service identified in Form RR-20.

Findings:
No exceptions were found as a result of this procedure.

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2. Procedure: Accrual Accounting

a. Obtained the most recent audited financial statements that include the transit agency and inspect the notes to the financial statements to determine whether the accrual basis of accounting was used.

b. Inquired of management as to whether the accrual basis of accounting has continued to be used since the last audited reporting period and that it is used for NTD reporting in the current period.

c. If the notes to the financial statements indicate that an accrual basis of accounting is not being used, or the results of the inquiry to management in procedure 2.b indicate the accrual basis of accounting is not being used in the current period, inspect the crosswalk to determine that the transit agency made adjustments to convert to an accrual basis for NTD reporting.

Findings:
No exceptions were found as a result of this procedure.

3. Procedure: Sources of Revenue Expended

a. Traced and agreed the two largest directly generated fund passenger fare revenue modes (all service types) from Form RR-20 to the accounting system.

b. Traced and agreed the largest source of funds expended (other than passenger fares) in the following major categories of funds from Form RR-20 to the accounting system: (1) Other Directly Generated Funds; (2) Revenue Accrued Through a PT Agreement; (3) Non-Federal Funds; and (4) Federal Funds.

c. For each of the largest source of funds expended in 3b, inspect the crosswalk to determine that it identifies, evaluates, and classifies financial transactions into categories of funds expended on operations and funds expended on capital (USOA Section 2) for the reporting year.

Findings:
No exceptions were found as a result of this procedure.

4. Procedure: Funds Expended

a. Traced and agreed the aggregate of total funds expended for operations and total funds expended for capital from Form RR-20 to the accounting system using the crosswalk or other written expense documentation.

b. For the two largest modes/type of services, trace and agree funds expended on operations and funds expended on capital from Form RR-20 to the crosswalk or other written documentation of functional expenses.

Findings:
No exceptions were found as a result of this procedure.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not, conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, the Organization's conformance with the requirements described above, for the year ended June 30, 2019. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of management of the Organization and the FTA and is not intended to be and should not be used by anyone other than these specified parties.

The Pun Group, LLP

Santa Ana, California
October 24, 2019

AGENDA ITEM C-14

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Monthly Protocol Account Report Through February 29, 2020

MEETING DATE: March 18, 2020

PREPARED BY: City Clerk

RECOMMENDED ACTION: Accept Monthly Protocol Account Report through February 29, 2020.

BACKGROUND INFORMATION: The City Council, at its meeting of July 19, 2000, adopted Resolution No. 2000-126 approving a policy relating to the City's "Protocol Account." As a part of this policy, it was directed that a monthly itemized report of the "Protocol Account" be provided to the City Council.

Attached please find the cumulative report through February 29, 2020.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: See attached.

Pamela M. Farris
Assistant City Clerk

PMF

Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

council/councom/protocolreport.doc

PROTOCOL ACCOUNT SUMMARY
FISCAL YEAR 2019-20
Cumulative Report through February 29, 2020

Date	Vendor	Description	Amount	Balance
				Starting Bal. $6,500.00
8/21/19	Staples	Certificate Holders	$48.07	$6,451.93
9/19/19	Staples	Certificate Holders	$48.06	$6,403.87
10/25/19	Paper Direct	Proclamation Paper	$139.62	$6,264.25
11/4/19	Staples	Certificate Seals	$10.23	$6,254.02
11/8/19	Tuesday Mornings	Retirement Reception Supplies	$19.46	$6,234.56
11/8/19	Costco	Retirement Reception Supplies	$27.02	$6,207.54
11/18/19	Amazon	Supplies for Reorg.	$26.62	$6,180.92
11/20/19	Village Flowers	Community Service Award	$81.19	$6,099.73
11/22/19	World Market	Retirement Reception Supplies	$8.38	$6,091.35
12/2/19	Creative Trophy & Engraving	Plaques for Mayor & Community Service	$88.49	$6,002.86
12/2/19	Giuffra's	Wine Glass Rental for Reorg	$23.50	$5,979.36
12/4/19	Jan's Sweet Treats	Food for Reorg	$200.00	$5,779.36
12/4/19	Jan's Sweet Treats	Christmas Cookie Delivery	$600.00	$5,179.36
12/4/19	Save-Mart	Meat & Fruit Trays, Ice for Reorg	$101.96	$5,077.40
12/13/19	Amazon	Retirement Reception Supplies	$8.64	$5,068.76
12/15/19	Sam's Club	Food for Retirement Reception	$112.33	$4,956.43
12/15/19	Smart & Final	Food for Retirement Reception	$93.42	$4,863.01
12/15/19	Save Mart	Food for Retirement Reception	$53.74	$4,809.27
12/16/19	Raley's	Food for Retirement Reception	$14.71	$4,794.56
12/17/19	Save Mart	Food for Retirement Reception	$7.98	$4,786.58
12/16/19	Giuffra's Party Rentals	Supplies for Retirement Reception	$435.50	$4,351.08
12/17/19	Village Flowers	City Clerk Retirement	$77.89	$4,273.19
12/17/19	Kaylee Clayton	Plates/Napkins/Creamer for Re-Org	$33.60	$4,239.59
2/4/20	Staples	Certificate Holders	$94.96	$4,144.63
			Total Expenditures: ($2,355.37)	*Ending Bal.* **$4,144.63**

AGENDA ITEM C-15

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Authorize City Clerk to Grant Request for Leave to Present Late Claim, by D. Michael Spurgeon, Pursuant to Government Code Section 911.6(a).

MEETING DATE: March 18, 2020

PREPARED BY: City Attorney

RECOMMENDED ACTION: Authorize City Clerk to grant request for Leave to Present Late Claim, filed by D. Michael Spurgeon pursuant to Government Code Section 911.6(a).

BACKGROUND INFORMATION: Request for Leave to Present Late Claim was filed with the City Clerk by D. Michael Spurgeon, pursuant to Government Code Section 911.4 on February 18, 2020. A copy of the request to file a late claim, initial submittals and City's rejection notices are attached. The original submittal was filed approximately six months after the expiration of the statutory period in which the claim was to have been filed, based on the December 27, 2018 date of loss. Government Code Section 911.2 requires that claims against public entities, with limited exception, be filed within six months of the accrual of the action giving rise to the claim, which in this instance would have been June 27, 2019. Mr. Spurgeon submitted his claim on December 23, 2019 which was rejected as untimely on December 31, 2019. In a letter received by the City Clerk on February 18, 2020, Mr. Spurgeon requested leave to present a late claim.

Statutory exceptions to the claim filing requirements include failure to present the claim through mistake, inadvertence, surprise or excusable neglect with no resulting prejudice to the public entity; the injured party was physically or mentally incapacitated during the claim filing period; and the minority or death of the injured party.

Mr. Spurgeon's application has presented information sufficient to satisfy the statutory element for the submittal of a late claim as it applies in this matter. Therefore, it is recommended that the Council authorize the City Clerk to grant the request of D. Michael Spurgeon to present a late claim pursuant to Government Code section 911.6(a).

FUNDING: Not Applicable.

Janice D. Magdich
City Attorney

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

City/CounCom/Claims/ApplicationForLateClaim-Spurgeon.doc

RECEIVED
FEB 18 2020
CITY CLERK

14 February 2020

D. Michael Spurgeon
P.O. Box 483
Acampo CA 95220

City Clerk
Lodi CA 95241

RE: Leave to present late claim

City Clerk,

On 27 December 2018 my Toyota Camry was towed from one of four street parking spaces on the south side of Locust Street, Lodi CA across from the City Library.

Martin Weybret had received an Encroachment Permit #20183197 for these parking spaces effective from 20 December 2018 through 31 December 2018. He failed to follow both the law and recommendations of the Lodi Public Works Department in posting this permit.

On 27 December 2018 I received a release for my vehicle from the Lodi Police Department. The watch commander said "I'm not going to charge you (fee for release) for this." He further suggested I "go across the street" to the City Clerk's Office and file a claim.

During the first week of January 2019 I obtained forms from the city clerk's office to file a CLAIM FOR MONEY OR DAMAGES AGAINST THE CITY OF LODI, CALIFORNIA. I asked the woman who gave me the forms, "How long do I have to do this?" She replied "A year."

I relied on this answer from the City Clerk and filed a claim on 23 December 2019.

On 31 December 2019, I received a NOTICE OF LATE CLAIM - REJECTION OF CLAIM from Pamela M. Farris, Assistant City Clerk.

California Government Code Section 911.6 says, in pertinent part,

911.6

(a) The board shall grant or deny the application within 45 days after it is presented to the board. The claimant and the board may extend the period within which the board is required to act on the application by written agreement made before the expiration of the period.

(b) The board shall grant the application where one or more of the following is applicable:

(1) The failure to present the claim was through mistake, inadvertence, surprise or excusable neglect and the public entity was not prejudiced in its defense of the claim by the failure to present the claim within the time specified in Section 911.2.

The City Clerk's answer when I obtained claim forms in January 2019 that I had "a year" to file a claim is covered by 911.6(b)(1), ie. mistaken, inadvertent, or excusable neglect.

I, with this letter, apply for leave to file a late claim. This claim consists of this letter, plus the entire contents of the claim I filed on 23 December 2019.

Thank you,

D. Michael Spurgeon

D. Michael Spurgeon

CITY COUNCIL
DOUG KUEHNE, Mayor
ALAN NAKANISHI,
Mayor Pro Tempore
MARK CHANDLER
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI

2015 "Wine Region of the Year"

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6702 / FAX (209) 333-6807
www.lodi.gov cityclerk@lodi.gov

STEPHEN SCHWABAUER
City Manager
PAMELA M. FARRIS
Assistant City Clerk
JANICE D. MAGDICH
City Attorney

December 31, 2019

D. Michael Spurgeon
P.O. Box 483
Acampo, CA 95220

SUBJECT: NOTICE OF LATE CLAIM – REJECTION OF CLAIM
Claimant: D. Michael Spurgeon
Date Claim Rec'd.: December 23, 2019

To Whom It May Concern:

The above-referenced claim, which you presented to the City Clerk's Office on December 23, 2019, with respect to an incident occurring on December 27, 2018, is being rejected and returned because it was not presented within six months after the event and/or occurrence, as required by law (see Government Code Sections 901 and 911.2). Because the claim was not presented within the time allowed by law, no action was taken on the claim.

Your only recourse at this time is to apply without delay to the City of Lodi for leave to present a late claim (see Government Code Sections 911.4 to 912.2, inclusive, and Section 946.6). Under certain circumstances, leave to present a late claim may be granted (see Government Code Section 911.6).

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Sincerely,

Pamela M. Farris

Pamela M. Farris, CMC
Assistant City Clerk

cc: File

FILE CLAIM WITH:
City Clerk – City of Lodi
221 West Pine Street
(209) 333-6702

OR MAIL TO:
PO Box 3006
Lodi, CA 95241-1910

CLAIM FOR MONEY OR DAMAGES AGAINST THE CITY OF LODI, CALIFORNIA

Reserved For Filing Stamp

Claim No. 19-75

RECEIVED
DEC 23 2019
CITY CLERK

Attach estimates, receipts, photos, diagrams, or witness statements to support your claim. If additional space is needed, attach supplemental sheets – clearly identify the section(s) being answered.

Government Code requires claims be presented by the claimant or the claimant's representative and include the following:

Section 1. Claimant Information:

Name: D. MICHAEL SPURGEON

Mailing Address: P.O. BOX 483

City/State/Zip Code: ACAMPO CA 95220 Telephone: (209) 331 9639

Section 2. Representative Information (Must be completed if claim is filed by claimant's attorney or authorized representative):

Name: ☒ **Check box if same as above**

Mailing Address:

City/State/Zip Code: Telephone: ( )

Section 3. Claim Information:

Date of Occurrence: 27 DEC 2018 Time of Occurrence: ~~CA~~ 2:30 am/pm

Location:

Circumstances giving rise to this claim and why you believe the City of Lodi is responsible:

MY TOYOTA CAMRY CALIFORNIA 4MXT857 WAS TOWED FROM SOUTH SIDE OF LOCUST STREET, ACROSS FROM LODI LIBRARY (SEE ATTACHED PHOTOS)

General description of the indebtedness, obligation, injury, damage, or loss incurred so far as it may be known at the time of the presentation of the claim.

$325.00 TOWING FEE } SEE BELOW (BASIS FOR COMPUTATION OF CLAIM)
$200.00 } 10 HOURS @ $20 PER HOUR FOR FILLING OUT CLAIM

Name of City department(s) or City employee(s) causing the injury, damage, or loss, if known.

LODI POLICE DEPT, LODI PUBLIC WORKS DEPT.,

* → SEE ATCHMENTS LISTED ON SEPARATE PAGE

The amount claimed as of the date of presentation of the claim should include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed.

Basis for computation of claim: Amount Claimed: $ 525.00

INSUFFICIENT NOTIFICATION OF TOW AWAY ZONE AND POSTING OF SAME

If amount claimed exceeds $10,000: If the amount claimed exceeds ten thousand dollars ($10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case. A limited civil case is one where the recovery sought, exclusive of attorney fees, interest, and court costs does not exceed $25,000. An unlimited civil case is one in which the recovery sought is more than $25,000 (CCP §86.)

☒ Limited Civil Case ☐ Unlimited Civil Case

Section 4. Additional Information:

You are required to provide the information requested on the previous page to comply with the California Government Code; however, to assist the City's investigation, please answer the following questions:

If the claim involves a minor, provide minor's date of birth. _____

Name, address, and telephone number of any witnesses to the occurrence or transaction which gave rise to the claim asserted:

LOUIS M. PULLEN
209 747 8281

If the claim involves medical treatment for a claimed injury, please provide the name, address and telephone number of any doctors or hospitals providing treatment:

If applicable, please attach any medical bills or reports or similar documents supporting your claim.

Does this claim relate to an automobile accident? ☒ **No** (sign below) ☐ **Yes** (complete this section and sign below)

Claimant's Auto Insurance Co.:	Claimant Drivers License No.:
Mailing Address:	
City/State/Zip:	License Expires:
Telephone: ( )	Vehicle Make/Model/Year:
Insurance Broker/Agent:	
Mailing Address:	License No.:
City/State/Zip	Insurance Policy No.:
Telephone: ( )	

Section 5. Medicare Medicaid and S-CHIP Extension Act

Section 111 of the Medicare Medicaid & S-CHIP Extension Act requires the City of Lodi to report certain claims to the federal government. Please indicate if the claimant is : 65 years of age or older, or received Social Security Disability Insurance Benefits for 24 or more months, or has End Stage Renal Disease. If yes, you may be required to provide additonal information to process your claim. Please circle one:

YES **NO**

Section 6. Notice and Signature

Notice: Presentation of a false claim is a felony (Penal Code §72). Every person who, with intent to defraud, presents any false or fraudulent claim is punishable either by pmrisonment in the county jail for a period of not more than one year, by a fine of not exceeding one thousand dollars ($1,000), or by both such imprisonment and fine, or by imprisonment in the state prison, by a fine of not exceeding ten thousand dollars ($10,000), or by both such imprisonment and fine. Pursuent to Code of Civil Procedure §1038.

Unsigned or incomplete claims will be returned as insufficient, resulting in no action on the part of the City. Please note that this Claim Form and any attachments are a public record subject to disclosure under the California Public Records Act.

D. MICHAEL SPURGEON	D. Michael Spurgeon	23 DEC 2019
Claimant's Name *(please print)*	**Claimant's Signature**	**Date Claim Submitted**

Revised 9/2012

Please retain a copy of the completed form for your records

AGENDA ITEM **C-16**

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set Public Hearing for April 15, 2020 to Consider Adopting a Resolution Approving the Draft 2020-21 Annual Action Plan; and Set Public Hearing for May 6, 2020, to Consider Adopting a Resolution Approving the Final 2020-21 Annual Action Plan for the Community Development Block Grant (CDBG) Program

MEETING DATE: March 18, 2020

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Set public hearing for April 15, 2020 to consider adopting a resolution approving the draft 2020-21 Annual Action Plan; and set public pearing for May 6, 2020, to consider adopting a resolution approving the final 2020-21 Annual Action Plan for the Community Development Block Grant (CDBG) Program.

BACKGROUND INFORMATION: The CDBG program is funded by the U.S. Department of Housing and Urban Development (HUD). The program provides funding for activities that benefit low-income persons, eliminate slum or blight, and/or serve an urgent need. Eligible activities include property acquisition, public improvements, housing rehabilitation, economic development, and public services.

The Annual Action Plan presents an annual detailed description of each activity proposed for the CDBG program year, as well as the City's CDBG budget and goals for that year. The 2020-21 Annual Action Plan describes general community development and housing characteristics of the City, as well as the proposed projects and programs that will be funded from July 1, 2020 to June 30, 2021. This will be the second program year of the 2019-23 Consolidated Plan cycle.

Funding Allocation

The City is estimating that it will receive approximately $647,277 in CDBG funds for the 2020-21 program year. The City Council has a policy of allocating 40 percent of the annual CDBG award (net of administrative costs) to community-based organizations (CBOs), with the remainder going to City projects. There is a 15 percent public service cap on the overall annual allocation.

The Draft 2020-21 Annual Action Plan will be available for public review and comment for 30-days from March 17, 2020 to April 15, 2020 and will be brought back to Council for approval on April 15, 2020. The Annual Action Plan will be brought back to City Council for final approval on May 6, 2020. The City estimates the adopted Annual Action Plan document will need to be submitted to HUD no later than May 15, 2020 in order to receive funding beginning July 1, 2020.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

_____
John R. Della Monica, Jr.
Community Development Director

APPROVED: _____
Stephen Schwabauer, City Manager

AGENDA ITEM H-01

CITY OF LODI
COUNCIL COMMUNICATION
™

AGENDA TITLE: Adopt Resolution Approving Revisions to the City Manager's Employment Contract Amending Compensation and Increasing the Employee's Contribution of the Employer's Normal Contribution of CalPERS (Cost-Sharing)

MEETING DATE: March 18, 2020

SUBMITTED BY: Human Resources

RECOMMENDED ACTION: Adopt Resolution approving revisions to the City Manager's employment contract amending compensation and increasing the employee's contribution of the employer's normal contribution of CalPERS (cost-sharing).

BACKGROUND INFORMATION: Over the course of the last nine months, Council has approved successor Memorandums of Understanding (MOUs) and Statements of Benefits with various City bargaining units and extended those same benefit changes to Confidential Unrepresented employees and Executive Management.

During its meetings on January 14, 2020 and January 28, 2020, Council completed the performance evaluation process for the City Manager. In addition, Council reviewed salary survey data from our sixteen survey agencies for the position of City Manager. The City of Lodi's salary for City Manager is below all 16 surveyed agencies and is approximately 17% below average, and approximately 18% below median. The Council wishes to provide the City Manager with an increase in compensation, similar to what was provided to other employees, and that is commensurate for his position. The salary increase will also address compaction issues between the City Manager's salary and those of his Department Heads.

A summary of the proposed changes to the City Manager's contract are as follows:

- Increases to the City Manager's salary as follows:
    - Seven point three percent (7.3%) increase effective January 13, 2020,
    - One percent (1%) increase effective July 13, 2020,
    - Five percent (5%) increase effective the first full pay period in January 2021, and
    - Five percent (5%) increase effective the first full pay period in January 2022.

- One percent (1%) employee contribution (cost-sharing) of the employer's normal contribution toward CalPERS, pursuant to Government Code Section 20516, effective the first full pay periods in July 2020, January 2021, and January 2022. The total employee CalPERS contribution will be thirteen percent (13%).

It is recommended that the Council approve the increases to compensation and cost-sharing of CalPERS for the City Manager as set forth above.

APPROVED: _____
Andrew Keys, Internal Services Director/Deputy City Manager

FISCAL IMPACT: The total long term annual cost of the proposed agreement is estimated to be $40,000 over the three year period of which approximately $24,000 is allocable to the General Fund. The total cost of the agreement over the three year period is $87,000 of which approximately $51,500 is allocable to the General Fund.

FUNDING AVAILABLE: Funding for the amendments to the City Manager's compensation package are included in the Fiscal Year 2019-20 budget as amended on March 4, 2020, with adoption of the Mid-Year budget update.

_____
Adele Post, Human Resources Manager

_____
Andrew Keys, Internal Services Director/Deputy City Manager

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING COMPENSATION AND CALPERS
COST-SHARING MODIFICATIONS FOR
CITY MANAGER

==========

WHEREAS, the City has completed negotiations with all Mid and Executive Management employees; and

WHEREAS, it is recommended that Council approve the following compensation and CalPERS cost-sharing modifications to the City Manager's contract:

- Seven point three percent (7.3%) salary increase, effective January 13, 2020; One percent (1%) salary increase, effective July 13, 2020; Five percent (5%) salary increase, effective the first full pay period in January 2021; and, Five percent (5%) salary increase, effective the first full pay period in January 2022; and

- One percent (1%) employee contribution (cost-sharing) of the employer's normal contribution toward CalPERS, pursuant to Government Code Section 20516, effective the first full pay periods in July 2020, January 2021, and January 2022. The total employee CalPERS contribution will be thirteen percent (13%).

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve compensation and CalPERS cost-sharing modifications to the City Manager's contract as set forth above.

Date: March 18, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the Lodi City Council in a regular meeting held March 18, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

AGENDA ITEM H-02

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Revisions to the City Attorney's Employment Contract Amending Compensation and Increasing the Employee's Contribution of the Employer's Normal Contribution of CalPERS (Cost-Sharing)

MEETING DATE: March 18, 2020

SUBMITTED BY: Human Resources

RECOMMENDED ACTION: Adopt Resolution approving revisions to the City Attorney's employment contract amending compensation and increasing the employee's contribution of the employer's normal contribution of CalPERS (cost-sharing).

BACKGROUND INFORMATION: Over the course of the last nine months, Council has approved successor Memorandums of Understanding (MOUs) and Statements of Benefits with various City bargaining units and extended those same benefit changes to Confidential Unrepresented employees and Executive Management.

During its meetings on January 14, 2020 and January 28, 2020, Council completed the performance evaluation process for the City Attorney. During the evaluation process, Council reviewed salary survey data from our sixteen survey agencies. The City of Lodi's salary for City Attorney is 22% below average and 23% below median. The Council wishes to provide the City Attorney with an increase to compensation, similar to what was provided to other employees, and to bring the salary closer to the average of the surveyed cities.

A summary of the proposed changes to the City Attorney's contract are as follows:

- Increases to the City Attorney's salary as follows:
    - Nine percent (9%) increase effective January 13, 2020,
    - One percent (1%) increase effective July 13, 2020,
    - Five percent (5%) increase effective the first full pay period in January 2021, and
    - Five percent (5%) increase effective the first full pay period in January 2022.

- One percent (1%) employee contribution (cost-sharing) of the employer's normal contribution toward CalPERS, pursuant to Government Code Section 20516 effective the first full pay periods in July 2020, January 2021, and January 2022. The total employee CalPERS contribution will be thirteen percent (13%).

It is recommended that the Council approve the revisions to compensation and increased cost-sharing of CalPERS for the City Attorney as set forth above.

APPROVED: _____

Andrew Keys, Internal Services Director/Deputy City Manager

FISCAL IMPACT: The total long term annual cost of the proposed agreement is estimated to be $40,000 over the three year period of which approximately $13,750 is allocable to the General Fund. The total cost of the agreement over the three year period is $89,000 of which approximately $63,000 is allocable to the General Fund.

FUNDING AVAILABLE: Funding for the amendments to the City Attorney's compensation package are included in the Fiscal Year 2019-20 budget as amended on March 4, 2020, with adoption of the Mid-Year budget update.

_____
Adele Post, Human Resources Manager

_____
Andrew Keys, Internal Services Director/Deputy City Manager

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING COMPENSATION AND CALPERS
COST-SHARING MODIFICATIONS FOR
CITY ATTORNEY

==========

WHEREAS, the City has completed negotiations with all Mid and Executive Management employees; and

WHEREAS, it is recommended that Council approve the following compensation and CalPERS cost-sharing modifications to the City Attorney's contract:

- Nine percent (9%) salary increase, effective January 13, 2020; one percent (1%) salary increase, effective July 13, 2020; five percent (5%) salary increase, effective the first full pay period in January 2021; and, five percent (5%) salary increase, effective the first full pay period in January 2022; and

- One percent (1%) employee contribution (cost-sharing) of the employer's normal contribution toward CalPERS, pursuant to Government Code Section 20516, effective the first full pay periods in July 2020, January 2021, and January 2022. The total employee CalPERS contribution will be thirteen percent (13%).

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve compensation and CalPERS cost-sharing modifications to the City Attorney's contract as set forth above.

Date: March 18, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the Lodi City Council in a regular meeting held March 18, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

AGENDA ITEM H-03

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving Revisions to the Salary and Increasing the Employee's Contribution of the Employer's Normal Contribution of CalPERS (Cost-Sharing) for the City Clerk

MEETING DATE: March 18, 2020

SUBMITTED BY: Human Resources

RECOMMENDED ACTION: Adopt Resolution approving revisions to the salary and increasing the employee's contribution of the employer's normal contribution of CalPERS (cost-sharing) for the City Clerk.

BACKGROUND INFORMATION: Over the course of the last nine months, Council has approved successor Memorandums of Understanding (MOUs) and Statements of Benefits with various City bargaining units and extended those same benefit changes to Confidential Unrepresented employees and Executive Management.

During its meetings on January 14, 2020 and January 28, 2020, Council reviewed salary survey data from our 16 survey agencies for the position of City Clerk. The City of Lodi's salary for City Clerk is 15% below average and 16% below median. The City Clerk's position is currently vacant and the City is conducting a recruitment to fill the position. The Council wishes to provide an increase to the salary of City Clerk, similar to what was provided to other employees.

A summary of the proposed changes to the City Clerk's salary are as follows:

- Five percent (5%) increase effective March 23, 2020.
- One percent (1%) employee contribution (cost-sharing) of the employer's normal contribution toward CalPERS, pursuant to Government Code Section 20516 effective the first full pay periods in July 2020, January 2021, and January 2022. The total employee CalPERS contribution will be thirteen percent (13%).

It is recommended that the Council approve the revisions to compensation and increased cost-sharing of CalPERS for the position of City Clerk as set forth above.

FISCAL IMPACT: The annual cost of the proposed agreement is estimated to be $6,900 of which approximately $4,900 is allocable to the General Fund.

FUNDING AVAILABLE: Funding for the amendments to the City Clerk's compensation package are included in the Fiscal Year 2019-20 budget as amended on March 4, 2020, with adoption of the Mid-Year budget update.

_____
Adele Post, Human Resources Manager

_____
Andrew Keys, Internal Services Director/Deputy City Manager

APPROVED: _____
Andrew Keys, Internal Services Director/Deputy City Manager

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING COMPENSATION AND CALPERS
COST-SHARING MODIFICATIONS FOR
CITY CLERK

==========

WHEREAS, the City has completed negotiations with all Mid and Executive Management employees; and

WHEREAS, it is recommended that Council approve the following compensation and CalPERS cost-sharing modifications to the City Clerk position:

- Five percent (5%) salary increase, effective March 23, 2020; and

- One percent (1%) employee contribution (cost-sharing) of the employer's normal contribution toward CalPERS, pursuant to Government Code Section 20516, effective the first full pay periods in July 2020, January 2021, and January 2022. The total employee CalPERS contribution will be thirteen percent (13%).

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve compensation and CalPERS cost-sharing modifications to the City Clerk position as set forth above.

Date: March 18, 2020

==========

I hereby certify that Resolution No. 2020-____ was passed and adopted by the Lodi City Council in a regular meeting held March 18, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

AGENDA ITEM H-04

CITY OF LODI
COUNCIL COMMUNICATION
™

AGENDA TITLE: Adopt Resolution Approving Revisions to Compensation and Benefits for Confidential General Services Employees and Revisions to Compensation for the Position of Deputy City Attorney for the Period January 1, 2020 through December 31, 2022

MEETING DATE: March 18, 2020

SUBMITTED BY: Human Resources

RECOMMENDED ACTION: Adopt resolution approving revisions to compensation and benefits for Confidential General Services employees and revisions to compensation for the position of Deputy City Attorney for the period January 1, 2020 through December 31, 2022

BACKGROUND INFORMATION: Confidential employees within the City are those employees who are not represented by any bargaining group. These employees perform work that requires a high level of skill and strict adherence to standards of confidentiality to protect sensitive information including information related to labor contract negotiations, legal matters and other personnel related issues within the City.

Confidential General Services employees are normally extended the same compensation and benefit changes as those bargained for and agreed upon for represented employees. At its February 19, 2020 meeting, Council approved a salary increase of four percent (4%) for the Confidential General Services employees, prior to the conclusion of the negotiation process with AFSCME. At its March 4, 2020 meeting, Council approved a successor Memorandum of Understanding (MOU) with the AFSCME General Services employees that provided a five percent (5%) increase and amended the City's contribution towards medical premiums for those employees earning $47,000 or less annually. The City wishes to provide the same salary increase and medical premium contribution for the Confidential General Services employees as was provided to the represented General Services employees.

The proposed revisions to the compensation package for the Confidential General Services employees is as follows:

- Salary increase of one percent (1%) retro-active effective January 13, 2020, (for a total of five percent);
- Medical premiums will be increased by the lower of three percent (3%) or the actual cost increase for employees whose annual base salary is $47,000.

The City Attorney's Office is staffed with four and one-half full-time employees, the City Attorney, the Deputy City Attorney, the Risk Manager, the Risk Technician and half-time support from the Executive Administrative Assistant. The Department is severely understaffed and in the last year has more than doubled the amount of Lodi Municipal Code citations processed and prosecuted. The Deputy City Attorney is spending a large amount of time prosecuting these citations and a significant amount of time

---

APPROVED: _____
Stephen Schwabauer, City Manager

responding to public records acts that require review of police body cam footage. In addition, the Deputy City Attorney acts on behalf of the City Attorney when she is absent. A recent review of the Deputy City Attorney's salary indicates that the City of Lodi's salary is approximately 17% below market average, notwithstanding the four percent (4%) salary adjustment provided to Confidential Mid-Managers in January 2020. The City wishes to adjust the salary range for the Deputy City Attorney's position similarly to other Mid-Management positions, retro-active to January 13, 2020, and is proposing to adjust the salary range by dropping the bottom three steps of the current salary range and adding three steps to the top of the range. The employee's salary will remain the same; however, by adjusting the steps, the employee will be eligible for a merit/step increase annually based on the employee's anniversary date. The salary range adjustment would be as follows:

	0	1	2	3	4
Current Salary*	$ 100,986.54	$ 106,035.87	$ 111,337.67	$ 116,904.58	$ 122,749.78
Proposed Salary	$ 116,904.58	$ 122,749.78	$ 128,887.27	$ 135,331.63	$ 142,098.21
*includes 4% increase approved by Council January 2020					

Staff recommends that the Council approve revisions to compensation and benefits for Confidential General Services employees and approve revisions to the salary range for the Deputy City Attorney position.

FISCAL IMPACT: City wide, the total long term annual cost of the proposed agreement is estimated to be $24,700. The total cost of the term of the agreement is $53,600.

CITY WIDE COST (ALL FUNDS)	
Calendar Year 2020	$ 11,000
Calendar Year 2021	$ 17,900
Calendar Year 2022	$ 24,700
Total Cost (3 Year)	**$ 53,600**

In the General Fund, total long term annual cost of the proposed agreement is estimated to be $15,750. The total General Fund cost over the term of the agreement is $32,800.

GENERAL FUND COST	
Calendar Year 2020	$ 6,050
Calendar Year 2021	$ 11,000
Calendar Year 2022	$ 15,750
Total Cost (3 Year)	**$ 32,800**

FUNDING AVAILABLE: Funding for these amendments are included in the Fiscal Year 2019-20 budget as amended on March 4, 2020, with adoption of the Mid-Year budget update.

Adele Post, Human Resources Manager

Andrew Keys, Deputy City Manager

RESOLUTION NO. 2020-____

A RESOLUTION OF THE LODI CITY COUNCIL
AMENDING SALARY AND BENEFITS FOR THE CONFIDENTIAL
GENERAL SERVICES EMPLOYEES AND REVISIONS TO
COMPENSATION FOR THE POSITION OF DEPUTY CITY
ATTORNEY FOR THE PERIOD JANUARY 1, 2020 THROUGH
DECEMBER 31, 2022

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WHEREAS, historically, the Council has treated the confidential (unrepresented) employees in the same manner as their represented counterparts; and

WHEREAS, the City has negotiated a successor Memorandum of Understanding with AFSCME General Services Unit that provides amendments to salary and benefits; and

WHEREAS, the Council previously approved a four percent (4%) salary adjustment to the salary ranges for the Confidential General Services employees; and

WHEREAS, the City wishes to provide the Confidential General Services employees with similar amendments to salary and benefits as provided to AFSCME General Services employees; and

WHEREAS, it is recommended that Council provide similar compensation and benefits to the Confidential General Services employees as those provided to the represented AFSCME General Services employees as follows:

- A one percent (1%) salary adjustment (for a total of 5%) retro-active to January 13, 2020;
- Medical premiums will be increased by the lower of three percent (3%) or the actual cost increase for employees whose annual base salary is $47,000;

WHEREAS, the salary for the Deputy City Attorney is severely under market and it is recommended that Council approve adjustments to the salary range, effective January 13, 2020, by dropping the bottom three steps of the range and adding three additional steps as follows:

	0	1	2	3	4
Current Salary	$ 100,986.54	$ 106,035.87	$ 111,337.67	$ 116,904.58	$ 122,749.78
Proposed Salary	$ 116,904.58	$ 122,749.78	$ 128,887.27	$ 135,331.63	$ 142,098.21

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the amendments to salary and benefits for Confidential General Services employees and adjustments to the salary steps of the Deputy City Attorney salary range as set forth above.

Date: March 18, 2020

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I hereby certify that Resolution No. 2020-____ was passed and adopted by the Lodi City Council in a regular meeting held March 18, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk