



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: February 1, 2012

Time: Closed Session 5:30 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

Randi Johl, 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.

***NOTE:** All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.*

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Conference with Stephen Schwabauer, City Attorney, and Dean Gualco, Human Resources Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, International Brotherhood of Electrical Workers, Fire Mid-Managers, and Lodi Professional Firefighters Pursuant to Government Code §54957.6
- b) Conference with Stephen Schwabauer, City Attorney (Labor Negotiator), Regarding Police Mid-Managers, Lodi Police Officers Association, and Lodi Police Dispatchers Association Pursuant to Government Code §54957.6
- c) Actual Litigation: Government Code §54956.9; One Application – *Shana Lopez v. City of Lodi*, Unassigned Case – 7/24/04
- d) Prospective Sale of Real Property at 500 S Guild Avenue: Government Code Section 54956.8; Negotiators are Wayne Craig for Thatcher Chemical and City Manager Konradt Bartlam

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

- B-1 Presentation of Certificate of Recognition to Lodi Association of Realtors President, Diane Gallagher

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

- C-1 Receive Register of Claims in the Amount of \$6,066,529.42 (FIN)
- C-2 Approve Minutes (CLK)
 - a) January 17 and 24, 2012 (Shirtsleeve Sessions)
 - b) January 18, 2012 (Regular Meeting)
- C-3 Accept Improvements Under Contract for 2011 Disabled Access Improvements, 100 Block of West Elm Street and 111 North Stockton Street (PW)

- C-4 Accept Improvements Under Contract for 2011 Extruded Thermoplastic Traffic Stripes, Various City Streets Project (PW)
- Res. C-5 Adopt Resolution Rejecting Non-Responsive Bids, Authorizing the City Manager to Execute Contract for Transit Station Facility Improvement Project with Diede Construction, Inc., of Lodi (\$127,596.50), and Appropriating Funds (\$25,000) (PW)
- Res. C-6 Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with Jacobs Engineering Group, Inc., of Sacramento, for Design of the Security and Safety System for Lodi Transit Station and Parking Structure (\$72,176) (PW)
- C-7 Authorize the City Manager to Execute Amendment to Professional Services Agreement with Robert Half Technology (\$60,000) (CM)
- Res. C-8 Adopt Resolution Approving Memorandum of Understanding Between the City of Lodi and the Lodi City Mid-Management Association for the Period January 1, 2012 through December 31, 2013 (CM)

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.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

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

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

G. Public Hearings – None

H. Communications

H-1 Post for Expiring Terms on the Lodi Improvement Committee (CLK)

I. Regular Calendar

- Ord. I-1 Consider Introducing Ordinance Amending Lodi Municipal Code Chapter 3.20 – Purchasing System – by Adding Section 3.20.106, “Local Hire Policy and Apprenticeship” (CA)
(Introduce)
- I-2 Provide Direction Regarding Requested Changes to Cardroom Ordinance Sections 5.12.140, “Rules and Regulations,” and 5.12.170, “Gross Revenue Permit Fees” (CA)

J. Ordinances

- Ord. J-1 Adopt Ordinance No. 1856 Entitled, “An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 13 – Public Services – by Repealing and Re-Enacting Chapter 13.04, ‘Service Generally,’ in Its Entirety” (CLK)
(Adopt)

K. 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.

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Presentation of Certificate of Recognition to Lodi Association of Realtors President, Diane Gallagher

MEETING DATE: February 1, 2012

PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Mounce present a Certificate of Recognition to Lodi Association of Realtors President, Diane Gallagher.

BACKGROUND INFORMATION: Diane Gallagher was installed as the President of the Lodi Association of Realtors at its installation event on January 11. Mayor Mounce will present a Certificate of Recognition to Ms. Gallagher in recognition of her achievement.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Receive Register of Claims through January 12, 2012 in the Total Amount of \$6,066,529.42.

MEETING DATE: February 1, 2012

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$6,066,529.42.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$6,066,529.42 through 1/12/12. Also attached is Payroll in the amount of \$2,250,796.86.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

Accounts Payable
Council Report

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Date - 01/18/12

As of Thursday	Fund	Name	Amount
01/12/12	00100	General Fund	1,809,225.35
	00123	Info Systems Replacement Fund	410.69
	00160	Electric Utility Fund	2,010,048.12
	00161	Utility Outlay Reserve Fund	6,598.00
	00164	Public Benefits Fund	4,248.90
	00166	Solar Surcharge Fund	236,977.22
	00167	Energy Efficiency & CBGP-ARRA	480.00
	00170	Waste Water Utility Fund	40,210.52
	00172	Waste Water Capital Reserve	100,427.67
	00175	IMF Storm Facilities	4,069.16
	00180	Water Utility Fund	14,638.96
	00181	Water Utility-Capital Outlay	271,346.29
	00210	Library Fund	9,737.76
	00234	Local Law Enforce Block Grant	181.41
	00235	LPD-Public Safety Prog AB 1913	3,674.23
	00236	LPD-OTS Grants	12,647.17
	00260	Internal Service/Equip Maint	45,344.83
	00270	Employee Benefits	475,216.86
	00310	Worker's Comp Insurance	23,081.25
	00321	Gas Tax-2105,2106,2107	1,573.33
	00325	Measure K Funds	8,496.16
	00339	Prop.1B-Local Streets & Roads	741,385.19
	00340	Comm Dev Special Rev Fund	1,094.63
	00345	Community Center	
	00347	Parks, Rec & Cultural Services	27,323.92
	00447	First Time Homebuyers-FTHB	250.14
	00459	H U D	1,295.51
	01211	Capital Outlay/General Fund	4,013.07
	01217	IMF Parks & Rec Facilities	15,787.05
	01241	LTF-Pedestrian/Bike	1,317.50
	01250	Dial-a-Ride/Transportation	153,240.33
	01251	Transit Capital	9.16
	01410	Expendable Trust	38,152.37
Sum			6,062,502.75
	00190	Central Plume	4,026.67
Sum			4,026.67
Total Sum			6,066,529.42

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	12/25/11	00100	General Fund	644,573.51
		00160	Electric Utility Fund	137,211.57
		00161	Utility Outlay Reserve Fund	9,821.04
		00164	Public Benefits Fund	3,405.40
		00170	Waste Water Utility Fund	104,448.52
		00180	Water Utility Fund	155.52
		00210	Library Fund	27,536.29
		00235	LPD-Public Safety Prog AB 1913	923.20
		00260	Internal Service/Equip Maint	16,840.20
		00321	Gas Tax-2105,2106,2107	26,660.87
		00340	Comm Dev Special Rev Fund	21,777.76
		00345	Community Center	214.75
		00347	Parks, Rec & Cultural Services	103,054.89
		01250	Dial-a-Ride/Transportation	6,542.61
Pay Period Total:				
Sum				1,103,166.13
	01/08/12	00100	General Fund	688,968.65
		00160	Electric Utility Fund	136,057.06
		00161	Utility Outlay Reserve Fund	7,365.78
		00164	Public Benefits Fund	3,783.78
		00170	Waste Water Utility Fund	129,829.91
		00180	Water Utility Fund	53.46
		00210	Library Fund	28,072.51
		00235	LPD-Public Safety Prog AB 1913	1,422.79
		00260	Internal Service/Equip Maint	16,840.20
		00321	Gas Tax-2105,2106,2107	26,536.04
		00340	Comm Dev Special Rev Fund	22,538.93
		00347	Parks, Rec & Cultural Services	79,041.57
		01250	Dial-a-Ride/Transportation	7,120.05
Pay Period Total:				
Sum				1,147,630.73



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) January 17, 2012 (Shirtsleeve Session)
b) January 18, 2012 (Regular Meeting)
c) January 24, 2012 (Shirtsleeve Session)

MEETING DATE: February 1, 2012

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) January 17, 2012 (Shirtsleeve Session)
b) January 18, 2012 (Regular Meeting)
c) January 24, 2012 (Shirtsleeve Session)

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

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JANUARY 17, 2012**

The January 17, 2012, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, JANUARY 18, 2012**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of January 18, 2012, was called to order by Mayor Mounce at 6:00 p.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Absent: None

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

C-2 Announcement of Closed Session

- a) Conference with Stephen Schwabauer, City Attorney, and Dean Gualco, Human Resources Manager (Labor Negotiators), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, International Brotherhood of Electrical Workers, Fire Mid-Managers, and Lodi Professional Firefighters Pursuant to Government Code §54957.6
- b) Conference with Stephen Schwabauer, City Attorney (Labor Negotiator), Regarding Police Mid-Managers, Lodi Police Officers Association, and Lodi Police Dispatchers Association Pursuant to Government Code §54957.6

C-3 Adjourn to Closed Session

At 6:00 p.m., Mayor Mounce adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:50 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:00 p.m., Mayor Mounce reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following actions.

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

A. Call to Order / Roll Call

The Regular City Council meeting of January 18, 2012, was called to order by Mayor Mounce at 7:00 p.m.

Present: Council Member Hansen, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Absent: Council Member Johnson

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Presentations - None

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

Council Member Hansen made a motion, second by Council Member Katzakian, 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 Hansen, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: Council Member Johnson

C-1 Receive Register of Claims in the Amount of \$9,344,119.27 (FIN)

Claims were approved in the amount of \$9,344,119.27.

C-2 Approve Minutes (CLK)

The minutes of December 20, 2011 (Shirtsleeve Session), December 21, 2011 (Regular Meeting), December 27, 2011 (Shirtsleeve Session), January 3, 2012 (Shirtsleeve Session), January 4, 2012 (Regular Meeting), January 10, 2012 (Shirtsleeve Session), and January 10, 2012 (Special Meeting) were approved as written.

C-3 Authorize Request for Proposals for Security Services for the Hutchins Street Square Community Center (PRCS)

Authorized the request for proposals for security services for the Hutchins Street Square Community Center.

C-4 Adopt Resolution Approving the Purchase of Padmount Transformers from HEES Enterprises, Inc., of Astoria, Oregon (\$72,698.93) (EUD)

Adopted Resolution No. 2012-01 approving the purchase of padmount transformers from HEES Enterprises, Inc., of Astoria, Oregon, in the amount of \$72,698.93.

C-5 Adopt Resolution Rejecting Non-Responsive Bids, Authorizing the City Manager to Execute Contract for Transit Station Facility Improvement Project with Diede Construction, Inc., of Lodi (\$127,596.50), and Appropriating Funds (\$25,000) (PW)

This item was pulled by City Manager Bartlam for consideration at a future meeting.

C-6 Adopt Resolution Rejecting Non-Responsive Bid, Authorizing the City Manager to Execute Contract for City of Lodi Facility Painting Project with OnPoint Construction, of Millbrae (\$53,140), and Appropriating Funds (\$23,584) (PW)

Adopted Resolution No. 2012-02 rejecting non-responsive bid, authorizing the City Manager to execute contract for City of Lodi Facility Painting Project with OnPoint Construction, of Millbrae, in the amount of \$53,140, and appropriating funds in the amount of \$23,584.

C-7 Accept Improvements Under Contract for Well 27 On-Site Improvements, 2360 West Century Boulevard (PW)

Accepted the improvements under contract for Well 27 On-Site Improvements, 2360 West Century Boulevard.

C-8 Accept Improvements Under Contract for Municipal Service Center Parking Lot Improvement Project (PW)

Accepted the improvements under contract for Municipal Service Center Parking Lot Improvement Project.

C-9 Adopt Resolution Accepting Improvements Under Contract for State Route 99/Harney Lane Interim Improvement Project, Appropriating Funds (\$60,000), and Authorizing the City Manager to Execute a Plant Establishment Agreement with Knife River Construction, of Stockton (PW)

Adopted Resolution No. 2012-03 accepting the improvements under contract for State Route 99/Harney Lane Interim Improvement Project, appropriating funds in the amount of \$60,000, and authorizing the City Manager to execute a Plant Establishment Agreement with Knife River Construction, of Stockton.

C-10 Adopt Resolution Establishing a Fee Recovery Schedule for the Lodi Energy Theft Diversion Program (EUD)

This item was pulled for discussion by Mayor Pro Tempore Nakanishi.

In response to Mayor Pro Tempore Nakanishi, Mr. Bartlam stated this proposed resolution establishing fees for the Lodi Energy Theft Diversion Program applies to those individuals who are stealing electricity from the utility and the rate payers of the community.

Mayor Pro Tempore Nakanishi made a motion, second by Council Member Hansen, to adopt Resolution No. 2012-04 establishing a fee recovery schedule for the Lodi Energy Theft Diversion Program.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: Council Member Johnson

C-11 Approve New Meeting Day and Time for the Lodi Senior Citizens Commission (PRCS)

Approved new meeting day and time for the Lodi Senior Citizens Commission.

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. The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted. Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Jane Lea spoke in regard to the abolishment of redevelopment pursuant to the Governor's budget and the California Supreme Court decision and requested that the City abolish its redevelopment agency. City Attorney Schwabauer stated no additional Council action is needed as the redevelopment agency for the City of Lodi will be automatically abolished on February 1,

2012.

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

Mayor Pro Tempore Nakanishi provided an update on the "State of the State" as presented by Governor Jerry Brown.

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

City Manager Bartlam introduced the new Fire Chief, Larry Rooney, to the City Council and the community.

G. Public Hearings - None

H. Communications

H-1 Monthly Protocol Account Report (CLK)

Mayor Mounce made a motion, second by Council Member Katzakian, to approve the cumulative Monthly Protocol Account Report through December 31, 2011.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: Council Member Johnson

I. Regular Calendar

I-1 Introduce Ordinance Revising Lodi Municipal Code Section 13.04 Related to Utility Billing (CM)

Deputy City Manager/Finance Director Jordan Ayers provided a brief PowerPoint presentation regarding the proposed ordinance pertaining to utility billing. Specific topics of discussion included the current time line and inconsistencies with the current ordinance, proposed time line, summary of changes, due date, deposits, terms, notices, and recommended action.

In response to Council Member Hansen, Mr. Ayers stated the deposit applies to anyone who cannot show good payment history.

In response to Mayor Mounce, Mr. Ayers stated the delinquency date will be 26 days from the issue date, which also allows for delays in the mail system.

In response to Mayor Mounce, Mr. Ayers stated to ensure the new system works as it is supposed to the internal calculator, which is automated, will reflect current trigger dates and systems reports will be generated each day to reflect the current status of accounts.

In response to Mayor Mounce, Mr. Ayers stated shut offs will be happening multiple days during the week, medical accounts are not turned off, and public outreach will happen through the bill stuffers, newspapers, and at the counter.

In response to Mayor Pro Tempore Nakanishi, Mr. Ayers stated the utility bill will have a specific due date on it and the fine amount can also be included.

Ed Miller spoke in regard to having a performance metric in place for such a system. City Manager Bartlam stated late fees are used to offset the costs associated with collecting those fees and he is hopeful in some time the bad debt number from the utility will decline showing the system is performing as it should be.

Maria Rufino spoke in regard to the lack of customer service she received at the Finance Department front counter and her concerns regarding the deposit amount of \$325 for a non-US identification when an additional \$325 deposit is already on the account with a valid US identification.

In response to Mayor Mounce, Mr. Ayers confirmed that as the ordinance currently reads an initial \$325 deposit is required on a new account and an additional \$325 deposit would be required for each additional adult who does not have a US identification.

In response to Mayor Mounce, City Attorney Schwabauer stated the City has had a history of people gaming the system through altered rental agreements, which is why the current system is in place.

In response to Mayor Mounce, Mr. Ayers stated the social security number is used to verify customer identification consistent with the FACT Act through a credit reporting system and is not connected to immigration.

In response to Mayor Pro Tempore Nakanishi, Mr. Ayers stated he will be following up with the employees regarding the customer service protocol and policy based on the complaint received.

Discussion ensued amongst the City Council and City Manager Bartlam regarding the gaming of the system with roommates versus when a new tenant comes in and altered rental agreements.

In response to Council Member Hansen, Mr. Bartlam stated a listing of all adults is required for everyone who opens an account and an additional deposit is required for any of those adults who cannot produce a US identification.

In response to Mayor Mounce, Mr. Ayers stated a deposit stays on an account for 12 months assuming there are no late payments.

In response to Council Member Hansen, Mr. Ayers confirmed a valid US identification would include a California drivers license, identification card, passport, or military identification.

In response to discussion by the City Council, Mr. Schwabauer stated the proposed ordinance can be amended if desired to state that an additional deposit shall not be required for a non-US identification where a US identification deposit already exists on the account.

Council Member Hansen made a motion, second by Council Member Katzakian, to introduce Ordinance No. 1856 revising Lodi Municipal Code Section 13.04 related to utility billing as amended with respect to the deposit requirements.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Noes: None

Absent: Council Member Johnson

J. Ordinances - None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:00 p.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JANUARY 24, 2012**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, January 24, 2012, commencing at 7:00 a.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Katzakian, Mayor Pro Tempore Nakanishi, and Mayor Mounce

Absent: None

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 Receive Fiscal Year 2011/12 Mid-Year Budget Report on Revenues (CM)

City Manager Bartlam briefly introduced the subject matter of the 2011/12 mid-year budget review.

Deputy City Manager/Finance Director Jordan Ayers provided a PowerPoint presentation regarding the 2011/12 mid-year budget review. Specific topics of discussion included the economic climate, General Fund status, and bright spots and detractors for various funds including community development, library, parks and recreation, police, transit, streets, electric utility, water utility, and wastewater utility.

In response to Council Member Hansen and Council Member Johnson, Mr. Ayers stated the City uses Realty Track for foreclosure statistics, which shows that the City is more closely following the State foreclosure numbers rather than the County numbers.

In response to Council Member Hansen, Mr. Ayers stated the projected numbers for Costco are based on an annual estimate.

In response to Council Member Johnson, Mr. Ayers stated the rent revenues are comprised of agricultural leases surrounding the treatment plant facility.

In response to Council Member Hansen, Mr. Bartlam stated the reduction of 8% in Community Development is a significant number because it is 8% of \$800,000.

In response to Council Member Hansen, Mr. Ayers stated the bulk of special grants in the Police Department do go toward personnel costs.

In response to Council Member Johnson, Public Works Director Wally Sandelin stated the renegotiation of a higher amount of transit funds from the San Joaquin Council of Governments was unusual for this year and likely came at the expense of the Regional Transit District.

In response to Council Member Hansen, Mr. Bartlam stated the solar project at the Municipal Service Center yard was completed using American Recovery and Reinvestment Act funds.

In response to Council Member Johnson, Mr. Bartlam stated the solar panel project at White Slough is on hold pending the completion of the Lodi Energy Center and will be reevaluated upon completion of that project.

In response to Council Member Hansen, Mr. Bartlam stated the wind project has not been penciled out yet because the credits are not lining up for offsets.

In response to Mayor Mounce, Mr. Ayers stated the streets revenue funding is down now and will likely come up later as the projects are completed.

In response to Council Member Hansen, Mr. Bartlam stated the treatment plant construction is expected to be completed in September 2012.

In response to Mayor Pro Tempore Nakanishi, Mr. Ayers stated staff is in the process of reviewing the expenditure numbers and will bring back to Council the actual revenue and expenditure numbers as compared to last year.

In response to Council Member Katzakian, City Attorney Schwabauer stated the rent payments associated with the Lodi Energy Center started upon construction and the water payments will start with operations coming on line. Mr. Bartlam stated the rent payments are already budgeted.

In response to Council Member Katzakian, Mr. Ayers stated the variance on the water meter installations is due to 60% of the customers paying the full \$300 amount upfront and only 40% paying as they go.

In response to Council Member Hansen, Mr. Ayers stated the in lieu vehicle fee includes all vehicles registrations including new car sales and renewals, which are down in difficult economic times.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:30 a.m.

ATTEST:

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for 2011 Disabled Access Improvements, 100 Block of West Elm Street and 111 North Stockton Street

MEETING DATE: February 1, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for 2011 disabled access improvements, 100 block of West Elm Street and 111 North Stockton Street.

BACKGROUND INFORMATION: The project was awarded to A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$59,572.30. The contract has been completed in substantial conformance with the plans and specifications approved by the City Council.

This project was part of the City of Lodi's 2009 Community Development Block Grant – Recovery (CDBG-R) allocation and consisted of the modification of existing parking stalls for the purpose of constructing Americans with Disabilities Act (ADA) compliant accessible parking stalls. These CDBG-R funds were a supplement to the City's 2008/09 CDBG allocation that was received through the Urban County, as part of the American Recovery and Reinvestment Act of 2009 (ARRA).

The project was completed on the contract completion date of December 20, 2011. The final contract price was \$135,222.35. The difference between the contract amount and the final contract price is due to a contract change order to utilize the remainder of the CDBG-R funding for installing additional wheelchair ramps at Pleasant Avenue/Louie Avenue and at Pine Street/Main Street, as approved by the City Council on August 17, 2011.

Following acceptance by the City Council, as required by law, the City Engineer will file a Notice of Completion with the County Recorder's office. The notice serves to notify vendors and subcontractors that the project is complete and begins their 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

FISCAL IMPACT: There could be a slight increase in long-term maintenance costs due to the additional signage and striping.

FUNDING AVAILABLE: This project was funded by 2009 American Recovery and Reinvestment Act CDBG-R Funds.

F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/pmf
cc: Charlie Swimley, Deputy Public Works Director – Utilities
Joseph Wood, Neighborhood Services Manager

APPROVED: _____
Konradt Bartlam, City Manager



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Accept Improvements Under Contract for 2011 Extruded Thermoplastic Traffic Stripes, Various City Streets Project

MEETING DATE: February 1, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for 2011 extruded thermoplastic traffic stripes, various City streets project.

BACKGROUND INFORMATION: The contract was awarded to Centerline Striping Company, of Elk Grove, in the amount of \$27,965 on May 18, 2011. The contract has been completed in substantial conformance with the specifications approved by City Council on April 6, 2011.

This project consisted of applying extruded thermoplastic product on approximately 10 percent of all lane line marked City streets. There was one change order in the amount of \$700.70 for changes in quantities due to differences between the estimated quantities and the actual quantities. The final cost of the project was \$28,665.70.

Following acceptance by the City Council, as required by law, the City Engineer will file a Notice of Completion with the County Recorder's office. The notice serves to inform vendors and subcontractors that the project is complete and to initiate the 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

FISCAL IMPACT: The annual cost for maintaining traffic stripes is anticipated to decrease by approximately 30% using extruded thermoplastic product instead of traditional marking paint.

FUNDING AVAILABLE: This project was funded by Measure K Maintenance Funds (325035).

F. Wally Sandelin
Public Works Director

Prepared by Kathryn Garcia, Compliance Engineer
FWS/KMG/CES/pmf
cc: Deputy Public Works Director – Utilities
Compliance Engineer

APPROVED: _____
Konradt Bartlam, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Rejecting Non-Responsive Bids, Authorizing City Manager to Execute Contract for Transit Station Facility Improvement Project with Diede Construction, Inc., of Lodi (\$127,596.50) and Appropriating Funds (\$25,000)

MEETING DATE: February 1, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution rejecting non-responsive bids; authorizing City Manager to execute contract for Transit Station facility improvement project with Diede Construction, Inc., of Lodi, in the amount of \$127,596.50; and appropriating funds in the amount of \$25,000.

BACKGROUND INFORMATION: The project includes replacing the gutters, the damaged roof structure, and composition roofing at the four passenger shelters; rerouting and connecting eight existing downspouts to new gutters at the passenger shelters; pressure washing and painting the passenger shelters, North Annex, South Annex, and main Transit Station; removing and replacing concrete expansion caulk joints at the platform surrounding all the buildings and shelters, and replacing the louvered covers at the South Annex. There is also a \$5,000 allowance to repair the South Annex clock.

Plans and specifications for this project were approved on July 6, 2011. The City received the following five bids for this project on November 30, 2011. The bid received from Triumph Construction, Inc., is non-responsive for failure to provide the required proof of qualification and listing of required subcontractors. Triumph Construction also incorrectly totaled the Schedule of Values form; the correct total is shown below. The bid received from Seven Islands Painting is non-responsive for failure to provide the required proof of qualification and listing of required subcontractors. The bid received from Bobo Construction, Inc., is non-responsive for failure to include the mandatory addenda acknowledgement.

Bidder	Location	Bid
Engineer's Estimate		\$ 150,000.00
Triumph Construction Group (non-responsive)	North Highlands	\$ 87,325.00
Seven Islands Painting (non-responsive)	Daly City	\$ 104,750.00
Bobo Construction, Inc. (non-responsive)	Elk Grove	\$ 118,997.50
Diede Construction, Inc.	Lodi	\$ 127,596.50
Color New Company	Woodland Hills	\$ 134,750.00

Angie McDaniel, of Guthrie Consulting, representing the small business community, raised a concern about the City's bid process. Ms. McDaniel contends that Federal Transportation Administration (FTA) and Federal Acquisition Regulation (FAR) regulations do not permit the City to require bidders to have completed three prior similar projects to be considered to have submitted responsive bids. FAR regulations are not applicable to this contract according to the FTA Manual entitled Third Party Contracting Guidance (FTA 4220.1F) Chapter 2 of the referenced manual notes: "The Federal Acquisition Regulation (FAR), 48 CFR Chapter 1, does not apply to federally assisted procurements absent federal laws or regulations to the contrary. In the case of FTA programs, FAR cost principles

APPROVED: _____
Konradt Bartlam, City Manager

Part 31 apply to grants and cooperative agreements with private for profit entities." (See Page II-8.) This procurement is not a cooperative agreement or a grant to a private entity. As such, FAR cost principles do not apply. However, FTA regulations do indeed prohibit cities from instituting conditions on federally-funded projects "that unduly restrict competition." Moreover, at least one FTA Frequently-Asked-Questions bulletin suggests that job-related experience may be an excessive hindrance to competition (Exhibit A). However, other regulations suggest that contractor experience is a relevant factor (see e.g. 49 USC 5325(j)). In order to clarify the FTA requirements, staff contacted Renee Marker, staff Counsel for the FTA. Staff informed Ms. Marker that staff has traditionally used a three-similar-job requirement for all of its bid projects (locally and federally funded), either through a Request for Qualifications Analysis or through a bid responsiveness requirement. Staff informed Ms. Marker further that the requirement is consistent with a California Industrial Relations Department Approved prequalification process attached to this report as Exhibit B. Ms. Marker also asked about the number of responsive bids received. Her inquiry was focused on whether an adequate number of bidders was able to successfully bid on the project. In this case, three bidders met the experience requirements (though one failed to include an addendum). Relying on our past history with the requirement and a healthy bid field, Ms Marker indicated that she did not believe the practice unduly restricted competition or violated FTA regulations.

Staff recommends rejecting the non-responsive bids and awarding the contract to Diede Construction, Inc. Staff also recommends appropriating \$25,000 in addition to funds allocated in the FY 2011/12 budget to cover City staff time, project-related costs and contingencies.

FISCAL IMPACT: The project will reduce the maintenance costs at the facility.

FUNDING AVAILABLE: This project will utilize \$131,000 in Transportation Development Act (TDA) funds (125179) allocated in the FY 2011/12 budget.

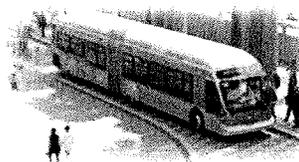
Requested Appropriation: TDA Funds (125179): \$25,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Manager
FWS/GW/pmf
Attachments

cc: Construction Project Manager Wiman
Transportation Manager Fernandez
Management Analyst Areida-Yadav
Diede Construction, Inc.
Triumph Construction, Inc.
Seven Islands Painting
Bobo Construction, Inc.



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AAA SHARE ...

Determining Contractor Responsibility



Q. What are the components of a responsibility determination?

A. 49 U.S.C. 5325(j) provides:

"AWARDS TO RESPONSIBLE CONTRACTORS.—

1. IN GENERAL.—Federal financial assistance under this chapter may be provided for contracts only if a recipient awards such contracts to responsible contractors possessing the ability to successfully perform under the terms and conditions of a proposed procurement.
2. CRITERIA.—Before making an award to a contractor under paragraph (1), a recipient shall consider—
 - A. the integrity of the contractor;
 - B. the contractor's compliance with public policy;
 - C. the contractor's past performance, including the performance reported in the Contractor Performance Assessment Reports required under section 5309(l)(2); and
 - D. the contractor's financial and technical resources."

To designate a prospective contractor "responsible" as required by 49 U.S.C. Section 5325, FTA expects the recipient, at a minimum, to determine and ensure that the prospective contractor satisfies the following criteria described herein. In addition to being otherwise qualified and eligible to receive the contract award under applicable laws and regulations, a responsible contractor:

1. Integrity and Ethics. Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A),
2. Debarment and Suspension. Is neither debarred nor suspended from Federal programs under DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4,
3. Affirmative Action and DBE. Is in compliance with the Common Grant Rules' affirmative action and FTA's Disadvantaged Business Enterprise requirements,
4. Public Policy. Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B),
5. Administrative and Technical Capacity. Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D),
6. Licensing and Taxes. Is in compliance with applicable licensing and tax laws and regulations,
7. Financial Resources. Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325(j)(2)(D),
8. Production Capability. Has, or can obtain, the necessary production, construction, and technical equipment and facilities,
9. Timeliness. Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments, and
10. Performance Record. Is able to provide a:
 - a. Current Performance. Satisfactory current performance record, and
 - b. Past Performance. Satisfactory past performance record in view of its records of long-time performance or performance with a predecessor entity, including:
 1. Sufficient Resources. Key personnel with adequate experience, a parent firm with adequate resources and experience, and key subcontractors with adequate experience and past performance,
 2. Adequate Past Experience. Past experience in carrying out similar work with particular attention to management approach, staffing, timeliness, technical success, budgetary controls, and other specialized considerations as described in the recipient's solicitation, and
 3. Any Past Deficiencies Not the Fault of the Bidder or Offeror. A prospective bidder or offeror that is or recently

has been seriously deficient in contract performance is presumed to be nonresponsible, unless the recipient determines that the circumstances were properly beyond the bidder or offeror's control, or unless the bidder or offeror has taken appropriate corrective action. Past failure to apply sufficient tenacity, perseverance, and effort to perform acceptably is strong evidence of nonresponsibility. Failure to meet the quality requirements of a contract is a significant factor to consider in determining satisfactory performance. FTA expects the recipient to consider the number of the bidder or offeror's contracts involved and the extent of deficient performance in each contract when making this determination.

Before entering into a full funding contract for a fixed guideway project, the recipient must now consider the prospective contractor's past performance in estimating costs and ridership as reported in the Contractor Performance Assessment Reports, as required by 49 U.S.C. Section 5325(j)(2)(C).

Certain procurements may require special standards of responsibility requiring contractors to have specialized expertise or facilities in order to perform the contract adequately. These special standards of responsibility must be set forth in the solicitation. Failure to meet the special standards will disqualify a bidder from consideration for award. An example of a special responsibility standard would be the special quality assurance requirement concerning measuring and testing facilities and manufacturing controls which must be met by prospective bus manufacturers. **(Revised: September 9, 2009)**

Q. What is the Dollar Threshold for making a written Determination of Contractor Responsibility? Does it apply to Purchase orders? How detailed must it be? Must it be in writing regardless of the threshold?

A. The Federal Transit Administration does not require its grantees to make a written determination of contractor responsibility for small purchases (those under \$100,000).

In reviewing the FAR Subpart 9.1, it would seem that a determination of contractor responsibility is required for "purchases" as well as "awards" - 9.103 (b). It is not clear, however, that FAR requires a written determination for small purchases. 9.103 (b) does require an "affirmative determination" of responsibility. FAR Subpart 13.101 deals with procedures for small purchases and envisions a scenario when a CO determines a contractor to be nonresponsible, in which case the CO is to comply with Subpart 19.6 with respect to Certificates of Competency before rejecting a quotation. Once again, however, this does not clearly require a written determination of responsibility for small purchases, only the CO's decision as to responsibility or nonresponsibility. We would conclude from these FAR references that the FAR does envision the CO making a responsibility determination but the FAR leaves a great deal of discretion in how the decision is made and to what extent it is documented. **(Reviewed: September 9, 2009)**

* The FAR is available on the Internet at: <http://www.arnet.gov/far/>

Q. Can project-related experience be a condition of contract award? Can project-related experience be an evaluation factor? We are requiring vendors to submit examples of at least three contracts of comparable size and type as part of their proposals. We feel that previous experience is a necessary factor of project award. A Contractor states that the minimum experience requirement indicated above is in conflict with FTA guidance that prohibits grantees from requiring "unnecessary experiences" in all procurement transactions.

A. Project-related experience should be a factor related to the capability of the offeror to perform the contract; i.e., a factor for determining the offeror's responsibility, not responsiveness. As a responsibility issue, past experience may be discussed with the company after proposals are submitted. For further guidance on determining contractor responsibility, see the Best Practices Procurement Manual (BPPM), Section 5.1* - "Responsibility of Contractor."

We would think that requiring three previous projects of the same size as the present procurement would be an excessive experience requirement. And to insist on this as a condition of bidding would seem unreasonable. Our opinion would be that to require one project of similar size, successfully completed, with perhaps several more of smaller size would be sufficient to demonstrate that the offeror has the capability to perform your contract. In any case, we would advise you to be flexible about the number of past projects completed and their size. It may be virtually impossible, for example, for a supplier to have completed three projects of the size you are now procuring. **(Reviewed: September 9, 2009)**

* Section 5.1 of the BPPM is available on the Internet.

Q. Is there a requirement that a request for financial statements be made of all proposing contractors (to be used to help determine financial responsibility) and be included in the RFP, or can they be requested prior to award from the selected contractor only? This is for a T&M master contract where prices are being considered as part of the evaluation criteria.

A. The topic of Contractor Responsibility is covered in the Best Practices Procurement Manual, Section 5.1 - Responsibility of Contractor. Any issue related to the determination of responsibility may be discussed with the apparent low bidder or winning offeror prior to award. Thus you may ask for financial statements from the apparent winning contractor after proposals have been evaluated. You need not request this information from all offerors in the RFP. The types of information that may prove useful in the responsibility determination are discussed in the BPPM section 5.1.3 - Obtaining Information for Determination of Responsibility. All of this information may be obtained after proposals are evaluated and need not be included in the RFP. **(Reviewed: September 9, 2009)**

Q.

1) In a recipient's determination of responsibility or capacity to deliver, may a recipient require a dealer's license (versus an in-state dealer's license) as proof that a bona fide relationship exists between a dealer and a specific manufacturer?

2) In a recipient's determination of responsibility or capacity to deliver, may a recipient consider the fact that state enforcement actions (as permitted in 4220.1F, ch. VI.2.a.4.2) may prevent delivery? 4220.1F stipulates that awards may only be made to responsible contractors, specifically, that awards may be made only to contractors who are capable of successfully performing under the terms of a proposed contract, generally known as "delivery."

VI 2 a (4)(g) says recipients may not specify geographic preferences and may not limit bus purchases to in-state dealers, but provides an exception in VI 2 a 4 2 that state licensing laws may be enforced. Licensing enforcement actions include fines and issuance of cease and desist orders that would prevent a delivery.

A.

1. It is reasonable in connection with a responsibility determination, for a grantee to request proof of a dealer's eligibility to distribute a particular manufacturer's products.
2. A grantee may consider that a state's enforcement actions may prevent delivery, however, state enforcement actions cannot unduly hinder or burden interstate commerce. In other words, a state may not impose requirements on out-of-state vehicles that are not similarly imposed on in-state vehicles. If the potential of state enforcement or licensing actions affect a grantee's ability to comply with the Common Grant Rule's ban on geographic preferences, the grantee should immediately contact the appropriate FTA Regional Office. (Posted: March 2009)

 Report Problems

Federal Transit Administration
1200 New Jersey Avenue, SE
Washington, DC 20590
202-366-4000



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U.S. Department of Transportation
Federal Transit Administration

Questions concerning recent construction projects completed:
(one question, plus 11 interview questions)

The following question to be scored only where a public agency is undertaking a pre-qualification procedure valid for a single project only.

- 1. Contractor shall provide information about its six most recently completed public works projects and its three largest completed private projects within the last three years.¹⁰ Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number):

Architect or Engineer: _____

Architect or Engineer Contact (name and current phone number):

Construction Manager (name and current phone number):

Description of Project, Scope of Work Performed:

Total Value of Construction (including change orders): _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

* * * * *

¹⁰ If you wish, you may, using the same format, also provide information about other projects that you have completed that are similar to the project(s) for which you expect to bid.

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and DIEDE CONSTRUCTION, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

PART A: Request for Design/Build Proposal

PART B: Bid Proposal Pricing Forms

PART C: Special Conditions

PART D: Federal Requirements

Specifications/Bridging Documents

Federal Minimum Wage Rates

Drawings:

Site Plan and Exhibits

Addenda

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work, furnish all labor and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Clauses 65 and 66 Special Conditions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - 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.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

<i>TOTAL CONTRACT AMOUNT Guaranteed</i>	\$127,596.50 *
<i>Maximum Price</i>	

*Exhibit A is the Schedule of Values from the Contractor dated November 30, 2011.

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the documents.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract and to diligently prosecute to **completion in accordance with the following schedule:**

Total Project: 45 calendar days

When signing this contract, the Contractor agrees that the times of completion for this contract are reasonable, that failure to meet the milestones completion shall result in the assessment of liquidated damages charges to the Contractor, and that the Contractor agrees to pay the City liquidated damages of **\$1,000.00 per day for each day the work is not totally completed** beyond the times specified in the preceding paragraph. Contractor agrees that this amount may be deducted from the amount due the Contractor under the contract.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____

Konradt Bartlam, City Manager

By: _____

Date: _____

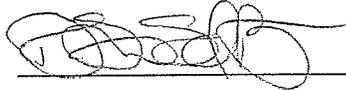
Attest:

Title

Randi Johl, City Clerk

(CORPORATE SEAL)

Approved as to form:



D. Stephen Schwabauer, City Attorney

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE LODI CITY COUNCIL REJECTING
NON-RESPONSIVE BIDS, AWARDING CONTRACT FOR
TRANSIT STATION FACILITY IMPROVEMENT PROJECT,
AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT, AND FURTHER APPROPRIATING FUNDS

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 November 30, 2011, at 11:00 a.m., for the Transit Station Facility Improvement Project, described in the plans and specifications therefore approved by the City Council on July 6, 2011; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
Triumph Construction Group (non-responsive)	\$ 87,325.00
Seven Islands Painting (non-responsive)	\$ 104,750.00
Bobo Construction, Inc. (non-responsive)	\$ 118,997.50
Diede Construction, Inc.	\$ 127,596.50
Color New Company	\$ 134,750.00

WHEREAS, the bid received from Triumph Construction, Inc., is non-responsive for failure to provide the required proof of qualification and listing of required subcontractors and incorrectly totaling the Schedule of Values form. The bid received from Seven Islands Painting is non-responsive for failure to provide the required proof of qualification and listing of required subcontractors. The bid received from Bobo Construction, Inc., is non-responsive for failure to include the mandatory addenda acknowledgement; and

WHEREAS, staff recommends rejecting the non-responsive bids and awarding the contract for the Transit Station Facility Improvement Project to the lowest responsive bidder, Diede Construction, of Lodi, California, in the amount of \$127,596.50.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby reject the non-responsive bids and award the contract for the Transit Station Facility Improvement Project to the lowest responsive bidder, Diede Construction, of Lodi, California, in the amount of \$127,596.50; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the contract; and

BE IT FURTHER RESOLVED that funds in the amount of \$25,000 be appropriated from Transportation Development Act Funds for this project.

Dated: February 1, 2012

I hereby certify that Resolution No. 2012-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 1, 2012, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Jacobs Engineering Group, Inc., of Sacramento, for Design of the Security and Safety System for Lodi Transit Station and Parking Structure (\$72,176)

MEETING DATE: February 1, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute professional services agreement with Jacobs Engineering Group, Inc., of Sacramento, for design of the security and safety system for Lodi Transit Station and parking structure in the amount of \$72,176.

BACKGROUND INFORMATION: With the adoption of the fiscal year 2011/12 transit budget, Council approved the purchase of safety and security equipment to monitor the public areas, fund/fare revenue transaction areas, transit bus and parking areas. At the Lodi Transit Station, the primary reason for the equipment request is to monitor the fare collection activity and the buses parked overnight in a non-secured area. Past incidents have primarily involved vandalism (graffiti) of the parked buses. At the parking structure, the majority of the incidents involved vandalism (elevator and structure walls) and vehicle break-ins.

Design of safety and security systems requires specialized expertise, therefore, staff recommends retaining design engineers certified in protection/electronic security systems. The scope of the work includes the design of a sophisticated electronic protective security system for the Lodi Transit Station and parking structure that will lead to construction and installation of the system once approved by the City Council.

City staff requested qualifications from several security and safety engineering firms. Based upon qualifications, Jacobs Engineering Group, Inc. (Jacobs) was selected. The firm is highly qualified in this type of protection and security engineering. Jacobs has provided security designs on hundreds of building, transit, and transportation projects across the nation. Their experience includes security system design for federal agencies including Homeland Security, Internal Revenue Service, U. S. embassies, and transit agencies such as Amtrak. In addition, Jacobs' lead engineer assigned to this project brings more than 25 years of experience in this field.

Funding for the construction of the security system for the Lodi Transit Station and parking structure is from the American Recovery and Reinvestment Act (ARRA) and Proposition 1B Transit, Safety, Security, and Disaster Response Account previously allocated to this project. The total project budget of \$86,000 includes project-related expenses and contingencies. Transportation Development Act and Measure K funds will be utilized.

APPROVED: _____
Konradt Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Jacobs Engineering Group, Inc., of Sacramento, for Design of the Security and Safety System for Lodi Transit Station and Parking Structure (\$72,176)

February 1, 2012

Page 2

FISCAL IMPACT: None.

FUNDING AVAILABLE: Transit (1251): \$86,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Paula Fernandez, Transportation Manager/Senior Transportation Engineer

FWS/PJF/pmf

cc: Transportation Manager/Senior Transportation Engineer

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and JACOBS ENGINEERING (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 design of the security and safety system for Lodi Transit Station and Parking Structure (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 February 1, 2012 and terminates upon the completion of the Scope of Services or on October 1, 2012, 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), 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 of the City of Lodi or its officers or agents.

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: Wally Sandelin, Public Works Director

To CONTRACTOR: Jacobs Engineering Group, Inc.
180 Promenade Circle, Suite 300
Sacramento, CA 95834
Attn: Kris Balaji

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:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

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

CONTRACTOR:
JACOBS ENGINEERING GROUP, INC.

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)

Doc ID:Projects\Transit\Securityand Safety\Jacobs_PSA

CA:rev.09.2011

EXHIBIT A

STATEMENT OF WORK: City of Lodi
Department of Public Works
Attention: Wally Sandelin, Director
221 West Pine Street
Lodi, CA 95241

TO PROVIDE: Professional Security Consulting and Design Services
Lodi Transit Station and Parking Structure

DATE: January 19, 2012

RE: Closed Circuit Television (CCTV) Camera, Duress System Design
& Lighting Analysis

1.0 Background

The City of Lodi received Federal and State grants valued at \$444,500 for:

- Installation of 24 surveillance cameras in the parking structure;
- Installation of safety amenities (Duress notification system) in the parking structure
- Lighting and fencing improvements for the Lodi Transit Station bus staging area(s);
- Video surveillance within the bus staging area, interior of the Lodi Transit Station and North Annex building.

2.0 Scope of Services

Jacobs will work closely with the Director or Designee from the City of Lodi Department of Public Works (DPW), to provide the scope of services described herein. The services to be provided are based upon various security best practices, security guidelines and standards. With the inclusion of the duress system the Americans with Disabilities Act (ADA) guidelines will also be considered. A rough order of magnitude construction estimate will be developed at the conclusion of Phase 1 to determine adequacy of the ARRA funding of all requested improvements.

2.1 Phase 1 - Discovery Phase

- The Jacobs Project Manager will attend a project kick-off meeting with Director or Designee via conference call to discuss / confirm project scope and methodology, schedule, information requirements and coordinate project tasks.
- A Jacobs's security and lighting subject matter experts (SME) will visit the site and document any changes to the structure as compared to the DPW provided building plans (refer. Attachment B), observe surrounding area, site lines and any other changes that may have occurred since the building plans were prepared.
- A site survey of the properties identified in Attachment B will be conducted by Jacobs SME's in order to document existing lighting conditions. This task will record existing lighting levels for comparison to the minimum light level requirements of the CCTV design and to determine areas where lighting improvements are necessary.
- At the conclusion of the site survey, Jacobs's security SME will meet with stakeholders identified by the DPW to discuss past incidents which may influence the design of the CCTV and duress systems. One (1) stakeholder meeting is planned and will occur at the offices of DPW.
- Jacobs will submit a design narrative incorporating findings from the site survey(s) and the stakeholders meeting. The narrative will present design recommendations and include a Rough Order of Magnitude (ROM) construction cost estimate.

EXHIBIT A

2.2 Phase 2 - Concept Design Phase

- Upon review and written approval of Phase 1 submittal, Jacobs will prepare preliminary design documents (35%) of the CCTV and duress system. The designer will redline scaled building and site plans depicting the camera and duress system equipment locations;
- Specifications for Construction Specifiers Institute (CSI) Divisions 01, 02, 03, 08, 11, 16, and 28 will be redlined identifying which sections / parts are applicable to the project;
- Jacobs will coordinate and host one (1) review meeting via teleconference with DPW staff to review the 35% documents. Jacobs will prepare and distribute meeting minutes of the session to all parties.

2.3 Phase 3 - Construction Document Phase

- Upon review and written approval of the Phase 2 submittal, construction documents (95%) will be prepared. The submittal package will include CADD generated building and site plans depicting the camera locations, camera field of view, duress station locations, preferred conduit pathways, single line system diagrams, camera schedule, and equipment elevation drawings;
- Specifications for CSI Divisions 01, 02, 03, 08, 11, 16, and 28.
- A construction cost estimate will also be issued within ten (10) days of the Phase 3 submission.
- Jacobs will attend one (1) Phase 3 review meeting at the office of DPW with DPW staff to review the 95% documents. Jacobs will prepare and distribute meeting minutes of the session to all parties.

2.4 Phase 4 - Bid Document Phase

- Upon review and written approval of the Phase 3 submittal, bid documents (100%) will be prepared. The submittal package will include building and site plans depicting the approved CCTV camera locations, camera field of view, duress station locations, single line diagrams, input/output matrices and equipment elevation drawings related to CCTV, and duress systems ;
- Specifications for CSI Divisions 01, 02, 03, 08, 11, 16, and 28 will also be included with the submittal;
- A construction cost estimate will be issued within five (5) days of the Phase 4 submission;
- Documents will be provided to DPW for issuance to Contractors for bidding.

3.0 Phase 5 – Contractor Bid Phase

- **Bidding Consultation Services:** Jacobs will provide clarification/response to bidders' questions and issue bid addenda. Jacobs will evaluate the bids and offerors recommendations and provide DPW with a recommendation of award.

4.0 Project Schedule

It is estimated, based upon the level and depth of the Statement of Work to be performed, that the following project schedule will be adhered to upon receiving a written contract notice to proceed (NTP). The activity duration is being presented in business days.

- Phase 1 – Discovery 30 days from NTP
- Phase 2 – Concept Design Phase 30 days from approval of Phase 1
- Phase 3 – Construction Documents 30 days from approval of Phase 2
- Phase 4 – Bid Documents Phase 15 days from approval of Phase 3

EXHIBIT A

5.0 Project Deliverables

The deliverables be issued electronically to DPW using Jacobs File Transfer Protocol.

- Phase 1 – All correspondence will be issued in PDF format.
- Phase 2 – 11x17 Red-Lined Drawing and Specifications in PDF format.
- Phase 3 – 11x17 Drawings, Specifications and Cost Estimate in PDF format.
- Phase 4 – Drawings, Specifications and Cost Estimate in their native format.

6.0 Clarifications / Assumptions

- Prior to project initiation, the Jacobs Project Manager will be provided with any City, State and/or Federal requirements to be followed relevant to Information Safeguarding.
- The Jacobs Project Manager shall be provided with primary and secondary points of contact throughout the project and the project team shall be provided with timely access to DPW sites, facilities, key personnel and information requested so as not to delay project progress.
- DPW will provide Jacobs with CADD files of the buildings and site identified in Attachment B.
- Detailed data and video signal conduit routing plans are not provided as part of the design documents.
- The open parking area lighting criteria will be based on a recommended illuminance of 30 lux (3 FC) with sidewalks and grounds around the open parking area designed to an average of 60 lux (6 FC). A uniformity ratio of 4:1 or less, average to minimum will be maintained. The lighting criterion is based upon IESNA G-1-03, "Guideline for Security Lighting for People, Property and Public Spaces". The light fixtures will be energy efficient LED type and designed to match the current style of light fixtures installed in the area.
- Civil and Electrical (lighting) design and engineering services are limited to Phase 1. Said services will be priced and proposed if DPW deems necessary as a result of Phase 1.
- On site meetings will be scheduled at a minimum of 14 days in advance.

If you are in agreement with this proposal and the attached provisions, please sign in the space provided below and return a copy to us. Should you have any questions or need additional information, please feel free to contact us.

END OF SCOPE OF STATEMENT OF WORK

Respectfully Submitted



1/19/12

Robert Craig
Project Manager

Date



1/19/12

Scott Herlitzka
SE Region Operations Manager

Date

ATTACHMENT B



STATEMENT OF WORK: City of Lodi
Department of Public Works
Attention: Wally Sandelin, Director
221 West Pine Street
Lodi, CA 95241

TO PROVIDE: Professional Security Consulting and Design Services
Lodi Transit Station and Parking Structure

DATE: January 19, 2012

RE: Closed Circuit Television (CCTV) Camera, Duress System
Design & Lighting Analysis

Statement of Work Fees

Based upon the above proposed Scope of Work, the Lump Sum labor cost is as follows:

• Phase 1 – Discovery Phase	\$24,591.00
• Phase 2 – Concept Design Phase	\$6,203.00
• Phase 3 – Construction Document Phase	\$28,447.00
• Phase 4 – Bid Document Phase	\$6,207.00
• Phase 5 – Contractor Bid Phase	\$2,673.00
• SUBTOTAL	\$68,121.00
• Expenses – Billed at cost (estimated)	\$4,055.00
• TOTAL	\$72,176.00



Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u>
\$1,000,000 Ea. Occurrence

\$2,000,000 Aggregate | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
\$1,000,000 Bodily Injury - Ea. Person
\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence |
| 3. <u>PROFESSIONAL ERRORS AND OMISSIONS</u>
Not less than \$1,000,000 per Claim. Certificate of Insurance only required. | |

NOTE: 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.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) 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.
- (d) 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 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. . A waiver of subrogation is required for workers compensation insurance. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT FOR DESIGN OF
SECURITY AND SAFETY SYSTEM FOR LODI TRANSIT
STATION AND PARKING STRUCTURE

=====

WHEREAS, with the adoption of the fiscal year 2011/12 transit budget, City Council approved the purchase of safety and security equipment to monitor the public areas, fund/fare revenue transaction areas, transit bus and parking areas; and

WHEREAS, given the expertise required for protection engineering, staff recommends retaining design engineers certified in protection/electronic security systems. The scope of the work includes providing the design of a sophisticated electronic protective security system for the Lodi Transit Station and Parking Structure that will ultimately lead to construction and installation of the system; and

WHEREAS, City staff requested qualifications from several security and safety engineering firms, and, based on qualifications, Jacobs Engineering Group, Inc., of Sacramento, was selected; and

WHEREAS, Jacobs Engineering Group, Inc., is highly qualified in this type of protection and security engineering and has provided security design on hundreds of building, transit, and transportation projects across the nation, including security system design for such federal agencies as Homeland Security, Internal Revenue Service, U. S. embassies, and transit agencies such as Amtrak.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a professional services agreement in the amount of \$72,176 with Jacobs Engineering Group, Inc., of Sacramento, California, for design of the security and safety system for Lodi Transit Station and Parking Structure.

Dated: February 1, 2012

=====

I hereby certify that Resolution No. 2012-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 1, 2012, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Authorize City Manager to Execute Amendment to Professional Services Agreement with Robert Half Technology (\$60,000).

MEETING DATE: February 1, 2012

PREPARED BY: Information Systems Manager

RECOMMENDED ACTION: Authorize City Manager to Execute Amendment to Professional Services Agreement with Robert Half Technology (\$60,000).

BACKGROUND INFORMATION: The City's Network Administrator position was vacated by a departing employee in September 2011. The position was temporarily filled by a contractor hired through Robert Half Technology.

Acting within his signing authority, the City Manager entered into a not-exceed-\$20,000 agreement with the Half organization. In the meantime, the City conducted a full recruitment for the position last fall and the contract employee, who also applied for the full time appointment, was selected as being the most qualified applicant. As is typical, the Half agreement stipulates that a fee will be paid by the contracting party if the employee is hired permanently. Staff negotiated a zero-fee arrangement if the contract employment lasted approximately six months (until April 6, 2012). Authorizing the City Manager to execute the amendment to this agreement will eliminate the need to pay the fee, which would be 35 percent of the position's annual salary, or approximately \$29,000. Staff believes this is the most cost-effective approach to handling the conversion fee.

Staff anticipates the annual personnel costs for this position to be significantly less than the contract rate.

Staff recommends amending the professional services contract with the Robert Half Technology organization and authorizing the City Manager to exceed the current \$20,000 limit for this service, which will give the City ample time to transition the incumbent from contractor to regular city employee status.

FISCAL IMPACT: \$60,000 or less.

FUNDING: Included in FY 2011/12 Budget: 100411.7323

Jordan Ayers
Deputy City Manager/Internal Services Director

Prepared by: Steve Mann, Information Systems Manager

APPROVED: _____
Konradt Bartlam, City Manager

CONTRACT AMENDMENT AGREEMENT

ROBERT HALF INTERNATIONAL INC., dba
ROBERT HALF TECHNOLOGY

THIS CONTRACT AMENDMENT made and effective this 1st day of February, 2012, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and ROBERT HALF INTERNATIONAL INC., doing business through its division, ROBERT HALF TECHNOLOGY, hereinafter called "Contractor."

WITNESSETH:

1. CONTRACT: Contractor and City, entered into a contract for Robert Half International Inc., dba Robert Half Technology, on October 3, 2011, providing that the contract could be amended by mutual agreement of the parties.
2. TERM AND TERMS: The term of the Amended Contract shall be for the period commencing on February 1, 2012 and terminating April 30, 2012. All other terms and conditions will remain as set forth in the Contract for Robert Half International Inc., dba Robert Half Technology, attached hereto as Exhibit A and made a part hereof as though fully set forth herein.
3. Exhibit B shall be amended to increase the not to exceed amount to \$60,000. The not to exceed figure is inclusive of and not in addition to the original \$20,000 not to exceed amount.

IN WITNESS WHEREOF, Owner and Contractor have executed this Contract Extension Agreement on _____, 2012.

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

ROBERT HALF INTERNATIONAL INC., dba
ROBERT HALF TECHNOLOGY, hereinabove
called "Contractor"

KONRADT BARTLAM
City Manager

Attest:

By: _____

Title: _____

RANDI JOHL
City Clerk

Approved as to Form:

JANICE D. MAGDICH
Deputy City Attorney



AGREEMENT FOR PROFESSIONAL SERVICES**ARTICLE 1****PARTIES AND PURPOSE****Section 1.1 Parties**

THIS AGREEMENT is entered into on October 3 2011, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Robert Half International Inc., doing business through its division, Robert Half Technology, (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 IT SUPPORT 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. CITY agrees to comply with CONTRACTOR's terms and conditions as set forth in Exhibit A (General Conditions of Assignment).

Section 2.2 Time For Commencement and Completion of Work

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

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

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

CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on October 3, 2011 and terminates upon the completion of the Scope of Services or on October 3, 2012, 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 weekly 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 as set forth in Exhibit A. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal provided in Exhibit B. \

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

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 applicable Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA. CONTRACTOR shall only be responsible for and shall bear all costs associated with ensuring that all requirements of the ADA are satisfied with respect to any and all CONTRACTOR's employees performing services on an individual basis which shall not include material improvements to CITY's premises including but not limited to access for ingress or egress, or infrastructure improvement.

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 third party claims, damages, losses, and expenses (including reasonable attorney's fees), directly arising out of performance of the services to be performed under this Agreement, provided that any such third party claim, damage, loss, or expense is caused by the negligent acts, or omissions of CONTRACTOR, anyone directly employed by CONTRACTOR, except those injuries or damages arising out of the negligence of the City of Lodi or its officers or agents.

Notwithstanding anything to the contrary herein, CONTRACTOR shall not be liable for any claims for infringement of intellectual property rights resulting from (a) anything which indemnified parties provide which is incorporated into the work product, (b) CONTRACTOR's compliance with any designs, specifications, or instructions provided by indemnified parties or by a third party on an indemnified party's behalf; (c) indemnified party/ies's modification of the work product; or (d) the combination, operation, or use of the work product with other products.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant 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, except as expressly provided herein. CONTRACTOR is a temporary staffing firm and is not in the business of providing project-based services or deliverables. CONTRACTOR shall be compensated on an hourly basis only as set forth in Exhibit A.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall 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:

To CONTRACTOR: Robert Half Technology
 1776 W March Lane, Suite 200
 Stockton, California 95207-6450.

A copy of any notice sent to CONTRACTOR shall also be sent to Robert Half International Inc., 2613 Camino Ramon, San Ramon, California 94583-9128, and Attention: Client Contracts Department, (415) 402-6970 (facsimile).

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

Either party may terminate this Agreement, with or without cause, by giving the other party 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.

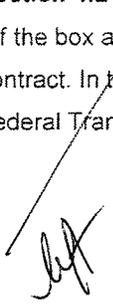
CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

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 (right) is checked, the Federal Transit Funding conditions attached as Exhibit apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.



Section 4.22 Branch Limitation. This Agreement is only applicable to, and the only Robert Half International Inc., branch and division obligated under this Agreement is, the Robert Half Technology division of the branch located at 1776 W March Lane, Suite 200, Stockton, California 95207-6450.

Section 4.23 Background Checks. In addition to completing the reference checks identified in Exhibit A and to the extent permitted by applicable law, CONTRACTOR will engage a third party vendor to complete a seven (7) year criminal background investigation for all state felony convictions and pending charges and state misdemeanor convictions and pending charges for crimes of dishonesty or violence in every county where the individual has resided or worked within the U.S. in the last seven (7) years as stated on his or her application; and to conduct a 5 panel urine drug screen. The results of the drug screen will be provided directly to CITY; CITY will notify CONTRACTOR of CONTRACTOR's employee's eligibility for assignment. If CITY requests a copy of the Report, CITY agrees (i) to keep the Report strictly confidential and to use the Report for employment purposes only; and (ii) to adhere to the Notice to Users of Consumer Reports: Obligations of Users Under the FCRA which can be found at <http://www.ftc.gov/os/2004/07/040709fcraappxh.pdf>.

Section 4.24. Survivability. The following clauses shall survive the expiration or termination of this Agreement: Section 2.1 (Scope of Services); 2.6 (Term); Section 3.1 (Compensation); Section 3.2 (Method of Payment); Section 3.3 (Costs); 4.3 (Indemnification and Responsibility for Damage); 4.6 (Insurance Requirements for Contractor); 4.8 (Notices); 4.11 (Termination); 4.12 (Confidentiality); 4.13 (Applicable Law, Jurisdiction, Severability, and Attorney's Fees); and 4.22 (Branch Limitation).

Section 4.25 Modification of Contractor's General Conditions of Assignment. CONTRACTOR agrees that in Exhibit A (Scope of Services) in the last sentence in the provision opposite the heading "Limitation on Liability" in the General Conditions of Assignment is deleted and replaced with the following:

"We will not be liable for incidental, indirect or consequently damages or lost profits; and for liabilities required to be insured by Section 4.6 of this Agreement, City agrees to limit all claims for damages under this Agreement to the applicable policy limits. For uninsured liabilities, City agrees that the maximum liability for any specific assignment will not exceed the fees actually paid to CONTRACTOR for that assignment."

Section 4.26 Modification of Contractor's General Conditions of Assignment. CONTRACTOR agrees that in Exhibit A (Scope of Services) in the last paragraph in the provision opposite the heading "Client's Responsibilities" in the General Conditions of Assignment is hereby deleted.

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

ATTEST: 

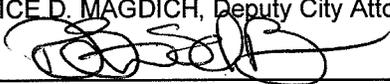
RANDI JUHL
City Clerk

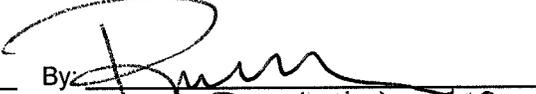
CITY OF LODI, a municipal corporation


KONRADT BARTLAM, City Manager

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

ROBERT HALF INTERNATIONAL INC. BOE:

By: 

By: 

Name: Randi Weitzman
Title: Vendor Market Manager

- Attachments:**
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements



Robert Half®

Technology

October 3, 2011

STEVE MANN
CITY OF LODI
221 W PINE ST
LODI, CA 95240-2019

Job Order Number: 00450-112873

Dear Steve,

Thank you for selecting Robert Half Technology to meet your staffing needs. Matthew Casson is scheduled to start with City of Lodi as a Network Administrator on 10-03-2011. Please find the enclosed General Conditions of Assignment and Terms of Payment for your review.

Our professional will submit either a time sheet or an electronic time record for verification and approval at the end of each week. Your approval thereby will indicate you have read and agree to the Robert Half Technology General Conditions of Assignment and Terms of Payment.

With more than 100 locations in North America, Europe and Asia, Robert Half Technology is a leading provider of technology professionals on a consulting basis. We are a division of Robert Half International, the world's leader in specialized consulting and staffing services since 1948.

Please do not hesitate to contact us if you have any questions or we can be of additional service. We look forward to working with you.

Sincerely,

Robert Half Technology
1776 W March Lane
Suite 200
Stockton, CA 95207
(800) 793-5533

GENERAL CONDITIONS OF ASSIGNMENT

Thank you for your confidence in *Robert Half Technology*. Our professional is assigned to you under the following General Conditions of Assignment and the enclosed Terms of Payment.

Scope of Background Inquiries	<p>We usually check references by asking specific questions to select past employers with regard to qualifications and work history. These types of checks are generally done the first time we place that individual on an assignment. We do not recheck references after this initial placement process has been completed. There are substantial legal restrictions on the use and communication of various types of personnel-related information. We have not screened for drug use, administered a medical exam, conducted a criminal background check, or engaged in any verification process other than these reference checks. You should conduct such additional or more recent reference inquiries of past employers or verify such other items as you deem appropriate for the position. If you would like to obtain further background information about the professional, we would be glad to refer you to third party agencies who have agreed to perform additional background checks for our clients at a competitive price. If you choose to directly employ one of our professionals, we are willing to provide you with the results of any reference checks that we have performed, to the extent permitted by law.</p>
Client's Responsibility	<p>Supervision of our professional's work is your responsibility. Our professional is only authorized to perform work within the scope of the assignment.</p> <p>It is expressly understood that our professionals are not authorized to sign contracts, statements, or binding agreements on your behalf or on behalf of <i>Robert Half Technology</i>.</p> <p>You shall not permit or require our professional to make any final decisions on your behalf with regard to system design, software development, or acquisition of hardware or software, nor permit or require our professional to make any management decisions.</p> <p>It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and we shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.</p> <p>Under no circumstances will you permit our professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables. It is understood that you have full responsibility for providing safe working conditions, as required by law, including ensuring that safety plans exist for and safety related training is provided to our professional working on your premises. If this assignment is for work to be performed under a government contract or subcontract, you will notify us immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if we are legally required to initiate E-Verify verification procedures for our professional assigned to you.</p> <p>It is understood that we will not authorize our professional to operate machinery (other than office machines) or automotive equipment. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.</p> <p>It is understood that you are responsible for reporting any claim to us in writing during or within ninety (90) days after the assignment. Under no circumstance will <i>Robert Half Technology</i> be responsible for any claim related to work performed unless you have reported such claim in writing to us within ninety (90) days after termination of the assignment.</p>
Confidentiality	<p>Our professional will agree to execute any confidentiality agreement you may require. You are responsible for obtaining our professional's signature.</p> <p>You agree to hold in confidence the social security number and other legally protected personal information of our professional and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.</p>
Limitation on Liability	<p>We make no express or implied warranty, including, but not limited to any warranty of quality, performance, merchantability or fitness for any purpose with respect to any services performed or any goods provided, including, but not limited to, financial, accounting services or software developed for you. We will not be liable for incidental, indirect or consequential damages or lost profits, and our maximum liability for any specific assignment, in any case, will not exceed the fees actually paid to us for that assignment.</p>
Employment Taxes and Withholdings	<p><i>Robert Half Technology</i> will handle, to the extent applicable, any workers' compensation insurance, federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance or other payroll charges.</p>
Insurance	<p>In addition to workers' compensation insurance, we also maintain commercial liability insurance and employer's liability insurance.</p>
No Contrary Agreements	<p>These General Conditions of Assignment contain the complete and final agreement on the topics they address, and they supersede any prior agreements or understandings on these topics. Our professionals do not have authority either to verbally modify these General Conditions of Assignment or to assume additional responsibilities other than those set forth in these General Conditions of Assignment.</p>

Job Order: 00450-112873

Date: 10-03-2011

TERMS OF PAYMENT

Thank you for your confidence in *Robert Half Technology*. Our professional for the assignment of a Network Administrator is Matthew Casson. The assignment will start on 10-03-2011. As verbally agreed or otherwise communicated, we will invoice your firm at the rate of \$53.00 per hour. Should you wish to use our professional for other assignments, please feel free to do so. The hourly billing rate may then change to reflect the experience necessary to complete the assignment. Call *Robert Half Technology* for any changes in the assignment. We request a minimum thirty (30) days notice prior to ending any assignment.

Our professional is assigned to you under the following Terms of Payment:

Guarantee	<i>Robert Half Technology</i> guarantees your satisfaction with our professional's services by extending to you a three-day (24 hours) guarantee period. If, for any reason, you are dissatisfied with the professional assigned to you, <i>Robert Half Technology</i> will not charge for the first twenty-four hours worked, provided that <i>Robert Half Technology</i> replaces the individual assigned. Unless you contact us before the end of the first 24 hours guarantee period, you agree that our professional assigned is satisfactory. We make no other warranty, either express or implied.
Time Sheet	Our professional will submit either a time sheet or an electronic time record for verification and approval at the end of each week. Your approval thereby indicates your acknowledgement of the General Conditions of Assignment and these Terms of Payment. Our compensation to our assigned professional is on a weekly basis, and you will be billed weekly for the total hours worked, including time spent completing, revising, and/or resubmitting a time sheet or electronic time record during business hours, and we ask that you respect those guidelines. Because <i>Robert Half Technology</i> invoices reflect payroll we have already paid, our invoices are due upon receipt. Applicable sales and service taxes shall be added to these invoices. In the event that you fail to pay the invoice when due, you agree to pay all of our costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, we may, at our option, charge interest on any overdue amounts at a rate of the lesser of 1 1/2% per month or the highest rate allowed by applicable law from the date the amount first became due.
Overtime	If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary.
Hiring the Person Referred to You	<p>After you evaluate the performance and potential of our professional on the job, you may wish to employ this person directly. Our professionals represent our inventory of skilled employees and in the event you wish them converted to your employ or another employer to whom you refer them, you agree to pay a conversion fee. The conversion fee is payable if you hire our professional assigned to you, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if our professional assigned to you is hired by a subsidiary or other related company or business as a result of your referral of our professional to that company.</p> <p>The conversion fee will equal 35% of the professional's aggregate annual compensation, including bonuses.</p> <p>The conversion fee will be owed and invoiced upon your hiring of our professional, and payment is due upon receipt of this invoice. The same calculation will be used if you convert our professional on a part-time basis using the full-time equivalent salary; however, the conversion fee will not be less than \$1,000.</p>
General Conditions	<p><i>Robert Half Technology</i> may increase our rates provided under the Terms of Payment to reflect increases in our own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. We will provide written or verbal notice of the increase in our rates. Any increase in our rates will be prospective, starting as of the effective date <i>Robert Half Technology</i> specifies.</p> <p>Our professional is also assigned to you under the General Conditions of Assignment, a copy of which has been provided.</p>

Job Order: 00450-112873

Date: 10-03-2011

Exhibit B

Fee Proposal:

Bill Rate will be \$53 per hour for Network Administrator position. Contract total not to exceed \$20,000.

CONTRACTOR shall have no obligations to continue performance once the not-to-exceed dollar amount limitation has been attained. CITY shall have the responsibility to monitor fees charged in relation to the not-to-exceed amount. CITY will either terminate the Agreement or increase the not-to-exceed amount prior to attainment of the not-to-exceed dollar amount limitation. CITY shall be responsible for all charges for Services in the event CITY fails to notify CONTRACTOR of termination of this Agreement or an increase of the not-to-exceed amount.

Osborne, Ken (00450)

Ken Osborne

Account Executive

Robert Half Technology - "we get IT, we speak IT, we know IT"

Phone ☎ 209-513-9885 cell ☎ 925-352-8975 fax ☎ 209-474-7152

See me at:



From: Randolph Goddard, Rosalia (HQP)

Sent: Tuesday, October 11, 2011 2:07 PM

To: Osborne, Ken (00450)

Subject: RE: City of Lodi Agreement - Confidential Communication - Attorney/Client Privileged Communication

Hi Ken,

It is okay for the candidate to do a 980 shift.

We do not need to modify the contract as we are not going to charge the client for any overtime for the 980 shift.

Please note: Pre-approved overtime hours worked above the 980 shift, can and will be billed to the client.

Warmly,

Rosie Goddard, Esq.

Client Contracts Department

Robert Half International Inc.

2613 Camino Roman

San Ramon, California 94583

Direct: 925.913.2957

e-mail: rosalia.randolph.goddard@rhi.com

Prepared by RHI Attorney

Exhibit C

Insurance Requirements:

Insurance Requirements for Contractor The Contractor shall maintain insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from third party claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. GENERAL LIABILITY 2. AUTOMOBILE LIABILITY
\$1,000,000 Ea. Occurrence \$1,000,000 - Ea. Occurrence

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring. A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

(a) Additional Named Insured Endorsement

Such insurance outlined in 1 and 2 above shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional insureds but only for third party claims causing bodily injury or property damage as a result of negligence. (This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)

(b) Primary Insurance Endorsement

Such insurance outlined in 1 and 2 above shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) 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 or transfer any rights or duties.

(d) 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 W. Pine St., Lodi, CA 95240; but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. A waiver of subrogation is required for workers compensation insurance. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240; but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate

GENERAL CONDITIONS OF ASSIGNMENT

Thank you for your confidence in *Robert Half Technology*. Our professional is assigned to you under the following General Conditions of Assignment and the enclosed Terms of Payment.

Scope of Background Inquiries	<p>We usually check references by asking specific questions to select past employers with regard to qualifications and work history. These types of checks are generally done the first time we place that individual on an assignment. We do not recheck references after this initial placement process has been completed. There are substantial legal restrictions on the use and communication of various types of personnel-related information. We have not screened for drug use, administered a medical exam, conducted a criminal background check, or engaged in any verification process other than these reference checks. You should conduct such additional or more recent reference inquiries of past employers or verify such other items as you deem appropriate for the position. If you would like to obtain further background information about the professional, we would be glad to refer you to third party agencies who have agreed to perform additional background checks for our clients at a competitive price. If you choose to directly employ one of our professionals, we are willing to provide you with the results of any reference checks that we have performed, to the extent permitted by law.</p>
Client's Responsibility	<p>Supervision of our professional's work is your responsibility. Our professional is only authorized to perform work within the scope of the assignment.</p> <p>It is expressly understood that our professionals are not authorized to sign contracts, statements, or binding agreements on your behalf or on behalf of <i>Robert Half Technology</i>.</p> <p>You shall not permit or require our professional to make any final decisions on your behalf with regard to system design, software development, or acquisition of hardware or software, nor permit or require our professional to make any management decisions.</p> <p>It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and we shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.</p> <p>Under no circumstances will you permit our professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables. It is understood that you have full responsibility for providing safe working conditions, as required by law, including ensuring that safety plans exist for and safety related training is provided to our professional working on your premises. If this assignment is for work to be performed under a government contract or subcontract, you will notify us immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if we are legally required to initiate E-Verify verification procedures for our professional assigned to you.</p> <p>It is understood that we will not authorize our professional to operate machinery (other than office machines) or automotive equipment. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.</p> <p>It is understood that you are responsible for reporting any claim to us in writing during or within ninety (90) days after the assignment. Under no circumstance will <i>Robert Half Technology</i> be responsible for any claim related to work performed unless you have reported such claim in writing to us within ninety (90) days after termination of the assignment.</p>
Confidentiality	<p>Our professional will agree to execute any confidentiality agreement you may require. You are responsible for obtaining our professional's signature.</p> <p>You agree to hold in confidence the social security number and other legally protected personal information of our professional and to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.</p>
Limitation on Liability	<p>We make no express or implied warranty, including, but not limited to any warranty of quality, performance, merchantability or fitness for any purpose with respect to any services performed or any goods provided, including, but not limited to, financial, accounting services or software developed for you. We will not be liable for incidental, indirect or consequential damages or lost profits, and our maximum liability for any specific assignment, in any case, will not exceed the fees actually paid to us for that assignment.</p>
Employment Taxes and Withholdings	<p><i>Robert Half Technology</i> will handle, to the extent applicable, any workers' compensation insurance, federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance or other payroll charges.</p>
Insurance	<p>In addition to workers' compensation insurance, we also maintain commercial liability insurance and employer's liability insurance.</p>
No Contrary Agreements	<p>These General Conditions of Assignment contain the complete and final agreement on the topics they address, and they supersede any prior agreements or understandings on these topics. Our professionals do not have authority either to verbally modify these General Conditions of Assignment or to assume additional responsibilities other than those set forth in these General Conditions of Assignment.</p>

Job Order: 00450-112873

Date: 10-03-2011

TERMS OF PAYMENT

Thank you for your confidence in *Robert Half Technology*. Our professional for the assignment of a Network Administrator is Matthew Casson. The assignment will start on 10-03-2011. As verbally agreed or otherwise communicated, we will invoice your firm at the rate of \$53.00 per hour. Should you wish to use our professional for other assignments, please feel free to do so. The hourly billing rate may then change to reflect the experience necessary to complete the assignment. Call *Robert Half Technology* for any changes in the assignment. We request a minimum thirty (30) days notice prior to ending any assignment.

Our professional is assigned to you under the following Terms of Payment:

Guarantee	<i>Robert Half Technology</i> guarantees your satisfaction with our professional's services by extending to you a three-day (24 hours) guarantee period. If, for any reason, you are dissatisfied with the professional assigned to you, <i>Robert Half Technology</i> will not charge for the first twenty-four hours worked, provided that <i>Robert Half Technology</i> replaces the individual assigned. Unless you contact us before the end of the first 24 hours guarantee period, you agree that our professional assigned is satisfactory. We make no other warranty, either express or implied.
Time Sheet	Our professional will submit either a time sheet or an electronic time record for verification and approval at the end of each week. Your approval thereby indicates your acknowledgement of the General Conditions of Assignment and these Terms of Payment. Our compensation to our assigned professional is on a weekly basis, and you will be billed weekly for the total hours worked, including time spent completing, revising, and/or resubmitting a time sheet or electronic time record during business hours, and we ask that you respect those guidelines. Because <i>Robert Half Technology</i> invoices reflect payroll we have already paid, our invoices are due upon receipt. Applicable sales and service taxes shall be added to these invoices. In the event that you fail to pay the invoice when due, you agree to pay all of our costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, we may, at our option, charge interest on any overdue amounts at a rate of the lesser of 1 1/2% per month or the highest rate allowed by applicable law from the date the amount first became due.
Overtime	If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary.
Hiring the Person Referred to You	<p>After you evaluate the performance and potential of our professional on the job, you may wish to employ this person directly. Our professionals represent our inventory of skilled employees and in the event you wish them converted to your employ or another employer to whom you refer them, you agree to pay a conversion fee. The conversion fee is payable if you hire our professional assigned to you, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if our professional assigned to you is hired by a subsidiary or other related company or business as a result of your referral of our professional to that company.</p> <p>The conversion fee will equal 35% of the professional's aggregate annual compensation, including bonuses.</p> <p>The conversion fee will be owed and invoiced upon your hiring of our professional, and payment is due upon receipt of this invoice. The same calculation will be used if you convert our professional on a part-time basis using the full-time equivalent salary; however, the conversion fee will not be less than \$1,000.</p>
General Conditions	<p><i>Robert Half Technology</i> may increase our rates provided under the Terms of Payment to reflect increases in our own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. We will provide written or verbal notice of the increase in our rates. Any increase in our rates will be prospective, starting as of the effective date <i>Robert Half Technology</i> specifies.</p> <p>Our professional is also assigned to you under the General Conditions of Assignment, a copy of which has been provided.</p>

Job Order: 00450-112873

Date: 10-03-2011



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-818-539-2300
Arthur J. Gallagher & Co.
Insurance Brokers of California, Inc. License #0726293
505 North Brand Boulevard, Suite 600
Glendale, CA 91203-3944

INSURED
Robert Half International Inc.
2613 Camino Ramon
San Ramon, CA 94583

APPROVED	
CONTACT NAME: Management Half Certificates	
PHONE (A/C No. Ext): 818-539-1463	FAX (A/C No.): 818-539-1801
E-MAIL: rhalfcertificates@ajg.com	
ADDRESS: 15 2011	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Federal Insurance Company	NAIC # 20281
INSURER B: Insurance Co of the State of PA	19429
INSURER C: Executive Risk Indemnity Inc	35181
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 24087485 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap Employer Liab <input checked="" type="checkbox"/> in OH, WA, WY, ND GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			35796687	06/01/11	06/01/12	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employer Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			73233217 & 73538887	06/01/11	06/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			79217107	06/01/11	06/01/12	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			015883629-AOS/015883630-CA 015883631-FL 015883632-MA WI	06/01/11 06/01/11 06/01/11	06/01/12 06/01/12 06/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			68021515	03/31/11	03/31/12	PerClaim/Aggregate 5,000,000
C	Crime/Fidelity			81675749	03/31/11	03/31/12	Each Loss 3,000,000
A	Personal Property w/ TIB			35796687	06/01/11	06/01/12	Property Limit 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Named Insured includes the following: Accountemps, Office Team, Robert Half Finance & Accounting, Robert Half Technology, Robert Half Management Resources, Robert Half Legal, The Creative Group, and BMK Services, Inc. dba: Benchmark Staffing which are direct subsidiaries of the parent company: Robert Half International 2613 Camino Ramon; San Ramon CA 94583. Insurance is primary and non-contributory. Evidence of Insurance Only.

CERTIFICATE HOLDER City of Lodi 221 W Pine Lodi, CA 95240 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Larry Campbell</i>

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Liability Insurance

Endorsement

Policy Period	June 1, 2011 to June 1, 2012
Effective Date	June 1 2011
Policy Number	3579-66-87 SFO
Insured	Robert Half International Inc. (see Named Insured Endt.)
Name of Company	Federal Insurance Company
Date Issued	June 1, 2011

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

Scheduled Person Or Organization

Subject to all of the terms and conditions of this insurance, any person or organization shown in the Schedule, acting pursuant to a written contract or agreement between you and such person or organization, is an **insured**; but they are **insureds** only with respect to liability arising out of your operations, or your premises, if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
- damages arising out of their sole negligence

Liability Endorsement
(continued)

Schedule

Additional Insured - any person, party or entity for whom the Insured has agreed, prior to loss, to provide coverage as respects the Insured's operations and/or facilities owned or used by the Insured.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**BLANKET ADDITIONAL INSURED
(INCLUDING PRIMARY/NON-CONTRIBUTORY AND SEPARATION OF INSURED PROVISIONS)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED - (Section II) is amended to include any person or organization that you agree in a verbal contract or agreement or a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by your acts or omissions or "your work" or by your subcontractor in the performance of "your work" to which the verbal contract or agreement or "written contract requiring insurance" applies.

The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

2. LIMITATIONS

The insurance provided to the additional insured by this endorsement is limited as follows:

- a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". In absence of a "written contract requiring insurance", the limits of insurance available to the additional insured shall be \$1,000,000 for the sum of all damages because of "bodily injury", "property damage" and "personal injury". This endorsement shall not increase the limits of insurance described in Section III - Limits of Insurance.
- b) The insurance provided to the additional insured by this endorsement shall be limited to the more restrictive of:
 - i. The scope of coverage required by contract or agreement; or
 - ii. What is insured by this Coverage Part.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" unless a "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
- d) If you have agreed to provide insurance to the additional insured pursuant to a contract or agreement with a third party media production company then the insurance provided to the additional insured shall be limited to liability for "bodily injury", "property damage" or "personal injury" caused by or arising from the specific media being produced on your behalf.

3. PRIMARY/NON-CONTRIBUTORY AMENDMENT TO OTHER INSURANCE CLAUSE

The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if a "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such other insurance.

4. CONDITIONS

As a condition of coverage provided to the additional insured by this endorsement:

- a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may give rise to a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured, must:
 - i. Immediately record the specifics of the claim or "suit" and the date received;
 - ii. Notify us as soon as practicable; and
 - iii. See to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance simultaneously which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the First Named Insured, this insurance applies:

- a) As if each Named Insured were the only Named Insured; and
- b) Separately to each insured against whom claim is made or "suit" is brought.

6. DEFINITIONS

The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a) After the signing and execution of the contract or agreement by you;
- b) While that part of the contract or agreement is in effect; and
- c) Before the end of the policy period.



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Memorandum of Understanding between the City of Lodi and the Lodi City Mid-Management Association for the Period January 1, 2012 through December 31, 2013.

MEETING DATE: February 1, 2012

PREPARED BY: Human Resources Manager
City Attorney

RECOMMENDED ACTION: Adopt Resolution approving Memorandum of Understanding between the City of Lodi and the Lodi City Mid-Management Association (LCMMA) for the period January 1, 2012 through December 31, 2013.

BACKGROUND INFORMATION: The Memorandum of Understanding (MOU) between the City of Lodi and the LCMMA expired on December 31, 2011. The principle components of the MOU (as included in the attached tentative agreement, Exhibit A) are as follows:

- The terms and conditions of this MOU shall be from January 1, 2012 through December 31, 2013.
- Employees will continue to pay 3.3 percent of the employee's share of retirement through June 30, 2013. Employees will also have 18 unpaid furlough days from January 1, 2012 to June 30, 2013. Beginning July 1, 2013 employees agree to pay the full 7 percent share of their retirement costs and there will be no further unpaid furlough days. The City and the LCMMA agree to reopen the MOU to conclude negotiations on two-tier retirement plan (2 percent at 60) when other units conclude negotiations.
- The LCMMA agrees that the City will not increase the City's contribution to employee's medical costs during the term of this agreement.
- The City will eliminate the employee co-pay for medical insurance (currently \$80 and \$104 for employee + 1 and family coverage, respectively).
- The LCMMA and the City agree to reopen the MOU to negotiate a Cafeteria Plan with an effective date of January 1, 2013.
- The incentives paid to the Water/Wastewater Superintendent and Parks Superintendent will be incorporated into their base salaries. Therefore, pay received previously as an incentive will instead be incorporated into their salary range. The revised salary ranges are included in Exhibit A. This action does not result in a net increase in compensation for these two classifications.
- The City will restore the 3 percent City match to Deferred Compensation effective June 25, 2012.

FISCAL IMPACT: It is estimated that the provisions of this MOU will save the City \$369,000 over the term of the agreement.

APPROVED: _____
Konradt Bartlam, City Manager

FUNDING AVAILABLE: Increased costs will be absorbed within existing appropriations.

Jordan Ayers, Deputy City Manager/Internal Services Director

Dean Gualco, Human Resources Manager

Attachments

Exhibit A

The principle modifications to the Mid-Management MOU are as follows:

Article	Title	Proposed Modification to MOU																				
	Term	Two year: January 1, 2012 to December 31, 2013.																				
Article I	Salary and Term	<ul style="list-style-type: none"> • Eliminate language related to Consumer Price Index • Add \$150 bilingual pay. 																				
Article III	Deferred Compensation	Deferred compensation match waived through June 30, 2012; resume compensation match the first pay period in which July 1, 2012 falls.																				
Article VI	Education Incentive	<p>In Water/Wastewater Superintendent classification, add \$80 to monthly salary to recognize two position requirements:</p> <ul style="list-style-type: none"> • Sewer Collection Maintenance Certification, Grade 3 • Water Distribution Operator Certification, Grade 3 <p>New Water/Wastewater Superintendent Salary Range:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Step A</th> <th style="text-align: center;">Step B</th> <th style="text-align: center;">Step C</th> <th style="text-align: center;">Step D</th> <th style="text-align: center;">Step E</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">6186.64</td> <td style="text-align: center;">6495.97</td> <td style="text-align: center;">6820.77</td> <td style="text-align: center;">7161.81</td> <td style="text-align: center;">7519.90</td> </tr> </tbody> </table> <p>In Parks Superintendent classification, add \$100 to monthly salary to recognize two position requirements:</p> <ul style="list-style-type: none"> • Pest Control Advisor's License • Certified Arborist <p>New Park Superintendent Salary Range:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Step A</th> <th style="text-align: center;">Step B</th> <th style="text-align: center;">Step C</th> <th style="text-align: center;">Step D</th> <th style="text-align: center;">Step E</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">5911.63</td> <td style="text-align: center;">6207.21</td> <td style="text-align: center;">6517.57</td> <td style="text-align: center;">6843.45</td> <td style="text-align: center;">7185.62</td> </tr> </tbody> </table>	Step A	Step B	Step C	Step D	Step E	6186.64	6495.97	6820.77	7161.81	7519.90	Step A	Step B	Step C	Step D	Step E	5911.63	6207.21	6517.57	6843.45	7185.62
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Step A	Step B	Step C	Step D	Step E																		
5911.63	6207.21	6517.57	6843.45	7185.62																		

Article	Title	Proposal
Article VIII	Retirement	<ul style="list-style-type: none"> • Employee pays 3.3% of retirement through June 30, 2013; 18 furlough days. • Employee pays 7% of retirement beginning July 1, 2013; no furloughs. • Agreement to reopen MOU to conclude negotiations on two-tier retirement plan (2% at 60) when other units conclude negotiations.
Article XV	Medical Insurance	<p>City Paid -</p> <ul style="list-style-type: none"> • Medical rates through December 31, 2013: Single \$610.44 Emp + 1 \$1220.88 Family \$1587.14 • Eliminate monthly employee co-pay for medical insurance (\$80 for employee plus one; \$104 for employee plus family) effective the first pay period of the month following Council adoption of the MOU.
Article XV, XVI, XVII, XVIII, XIX	Medical Dental Vision Life	<p>Reopen MOU to negotiate Cafeteria Plan with effective date of January 1, 2013.</p> <p>Long-term Disability – provide referral to a carrier</p>
Article XXV	Disciplinary Procedure	Employee appeal of discipline to Personnel Board rather than to neutral hearing officer.

Concessions agreed to between the City and Mid-Management will end effective January 1, 2012 (except the deferred compensation match, which resumes June 25, 2012).

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE MEMORANDUM OF
UNDERSTANDING WITH THE LODI CITY
MID-MANAGEMENT ASSOCIATION

=====

WHEREAS, representatives from the City of Lodi and LODI CITY MID-MANAGEMENT ASSOCIATION (LCMMA) have bargained in good faith for the purpose of amending certain articles of the Memorandum of Understanding (MOU).

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that it does hereby approve the attached MOU (Exhibit A) between the City of Lodi and the Lodi City Mid-Management Association MOU.

Date: February 1, 2012

=====

I hereby certify that Resolution No. 2012-_____ was passed and adopted by the Lodi City Council in a regular meeting held February 1, 2012, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

EXHIBIT A
(Memorandum of Understanding)

**This document will be provided to Council
as a "Blue Sheet" item at the meeting.**

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.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Comments by the City Council Members on non-agenda items



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Post for Expiring Terms on the Lodi Improvement Committee

MEETING DATE: February 1, 2012

PREPARED BY: City Clerk

RECOMMENDED ACTION: Direct the City Clerk to post for expiring terms on the Lodi Improvement Committee.

BACKGROUND INFORMATION: A number of terms on the Lodi Improvement Committee are due to expire in March. It is recommended that the City Council direct the City Clerk to post for these expiring terms. Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

Lodi Improvement Committee

Fran Forkas	Term to expire March 1, 2012
Lisa Nixon	Term to expire March 1, 2012
Robert Takeuchi	Term to expire March 1, 2012

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Consider Introducing Ordinance Amending Lodi Municipal Code Chapter 3.20 – Purchasing System by Adding Section 3.20.106 “Local Hire Policy and Apprenticeship”

MEETING DATE: February 1, 2012

PREPARED BY: City Attorney’s Office

RECOMMENDED ACTION: Consider Introducing Ordinance Amending Lodi Municipal Code Chapter 3.20 – Purchasing System by adding Section 3.20.106 “Local Hire Policy and Apprenticeship.”

BACKGROUND INFORMATION: On January 19, 2011, Council directed staff to return with a draft local hire ordinance following the San Joaquin County model after seeking input from contractors who have done business with the City of Lodi. Staff forwarded the attached draft in October 2011 and only received the one attached positive response.

The ordinance requires contractors to make a good faith effort to hire local labor on projects over \$200,000 and submit a declaration outlining their efforts to so hire. Good faith efforts include posting vacancies with the State Employment Development Department, advertising at Worknet, providing local job fairs, conducting local interviews, and local advertising.

Accordingly, staff recommends that the City Council consider introducing the attached Ordinance entitled “Local Hire Policy and Apprenticeship.”

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Stephen Schwabauer
City Attorney

APPROVED: _____
Konradt Bartlam, City Manager

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LODI AMENDING LODI MUNICIPAL CODE CHAPTER 3.20 –
PURCHASING SYSTEM BY ADDING SECTION 3.20.106
“LOCAL HIRE POLICY AND APPRENTICESHIP”

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

Section 1. Lodi Municipal Code Chapter 3.20 – Purchasing System is hereby amended by adding Section 3.20.106, “Local Hire Policy and Apprenticeship” to read as follows:

3.20.106 Local Hire Policy and Apprenticeship

A. Generally:

The City of Lodi suffers economically as evidenced by unemployment rates, and the Lodi City Council supports improving the economic well being of the City by increasing employment opportunities for citizens of Lodi and the surrounding communities.

The City of Lodi periodically awards construction contracts, which employ significant numbers of employees in various trades and many City and San Joaquin County residents possess the skills required of such construction efforts and are in need of employment.

B. Local Hire:

1. Bidders on construction projects shall complete a Bidder Local Hire Information Form and Checklist. The Form shall be submitted with all construction bids in excess of \$200,000, which indicates the bidder’s effort to employ local hire. A copy of the Local Hire Information Form and Checklist is attached as Exhibit A and shall be included in all bid packages with an Engineers Estimate over \$200,000. Unless this provision conflicts with a state law, federal law, regulation or funding requirement, bidders who fail to establish a good faith local hire effort shall be rejected as non-responsive.

2. In the event that two or more bids are the same and the lowest, the City shall award the contract to the bidder that made the most significant effort to employ local residents as indicated on the bidder Local Hire Information form.

C. Local Apprenticeship Program

Unless the provision would conflict with a state law, federal law, regulation or funding requirements applicable to a particular contract for a public works project, City contracts for public works in excess of \$200,000 shall contain provisions pursuant to which each contractor or subcontractor shall make a good faith effort to employ apprentices who are enrolled in and participating in a apprenticeship program serving the San Joaquin Valley and approved by the State Department of Apprenticeship Standards. This apprenticeship requirement shall apply for each apprenticable craft or trade in which the contractor employs workers in performing any of the work under the contract. A contractor shall evidence its good faith effort by complying with California Labor Code Section 1777.5 and the implementing regulations and seeking apprentices from apprenticeship programs serving San Joaquin County.

A contractor employing apprentices pursuant to this section shall employ apprentices in a ratio

consistent with the provisions of the California Labor Code.

This section shall not be construed to exempt a contractor from any otherwise applicable requirement imposed upon the contractor by federal or state law.

Section 2. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. This ordinance shall be published one time in the "Lodi News Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect 30 days from and after its passage and approval.

Approved this ___ day of _____, 2012.

JOANNE L. MOUNCE
Mayor

Attest:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held February 1, 2012, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. ____ was approved and signed by the Mayor of the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney

EXHIBIT A

**BIDDER LOCAL HIRE
INFORMATION FORM AND CHECKLIST**

Bidders are required to complete and submit this Form and Checklist with their bid

Project Name:

Bidder's Name:

Address

Bid Opening Date: _____

LOCAL HIRE INFORMATION	YES	NO
Contractor agrees to attempt to employ local hire in their workforce and the workforce of their subcontractors.		
Contractor agrees to purchase at least one display ad in a newspaper of general circulation in San Joaquin County announcing job opportunities on the construction project and encouraging local residents to apply.		

Contractor intends to secure his workforce from the following sources (please describe):

**LOCAL HIRE INFORMATION CHECKLIST
CITY OF LODI**

Please check all boxes that apply:

- Placed a valid job order for existing and projected position vacancies with the local office of the State Employment Development Department, for no less than 10 consecutive calendar days.
- Placed a valid job order for existing and projected position vacancies with Worknet of San Joaquin County, for no less than 10 consecutive calendar days.
- Advertised existing and projected position vacancies, job informational meetings, job application workshops, and job interviews by posting notices which identify the position(s) to be filled, the qualifications required, and where to obtain additional information about the application process, in conspicuous local authorized public places, including but not limited to post offices and libraries.
- Conducted a job informational meeting to inform the community of employment opportunities of the contractor (may be combined with other contractors).
- Provided ongoing assistance to residents of Lodi and San Joaquin County in completing job application forms.
- Conducted a job application workshop to assist the community in applying and interviewing for jobs in the contracting industry (may be combined with other contractors).
- Conducted job interviews within Lodi and San Joaquin County.
- Advertised valid existing and projected position vacancies through the local media, such as community television network, local newspapers of general circulation, and trade papers or minority focus newspapers.
- Any other means of obtaining employees who reside within Lodi and San Joaquin County that are reasonably calculated to comply with the goals of this policy. Please describe:

Please provide supporting documentation for all boxes checked. Sign and submit form and checklist with your bid.

I declare the above information is true and accurate and submitted under penalty of perjury.

By my signature below, I acknowledge that I have met the requirements of the City's local Hire Policy.

Owner/Authorized Representative (Signature)

Name of firm

Name and Title (Print)

Construction Contract Documents Instructions to Bidders

Proposed language to be included in the Construction Contract Documents

INSTRUCTIONS TO BIDDERS

Bids: Bids, to receive consideration, shall be made in accordance with the following instructions.

Local Hire: The City of Lodi has adopted a policy goal to strongly encourage local hire and apprenticeship participation in the construction workforce in accordance with City Council policy. Bidder's attention is directed to the following provisions relating to this policy:

- a. For purposes of this policy only, the definition of contractor is limited to the total workforce of the prime or principal contractor and all subcontractors who will work in San Joaquin County under the construction contract.
- b. A "local hire" is defined as an employee whose residence is within San Joaquin County at the time of opening of bids for the project.
- c. Bidders are to complete the "Bidder Local Hire Information Form and Checklist".

With respect to application of the local hire policy, bidders attention is directed to the following:

1. The Lodi City Council hereby adopts a policy to strongly encourage, within the constraints of federal and state law, the employment of County residents on City funded construction projects.
2. Bidders on construction projects will be required to complete a Local Hire Information Form to be submitted with construction bids in excess of \$200,000, which indicates the bidder's effort to employ local hire.
3. In the event that two or more bids are the same and the lowest, the City shall award the contract in accordance with the best intended effort of the bidder to employ local residents as indicated on the bidder Local Hire Information Form.
 - a. Contracts estimated by the City to be less than \$200,000 do not have a local hire goal.
 - b. Contracts estimated by the City to cost \$200,000 or more require the successful bidder to demonstrate their attempts to employ local hire.

Apprenticeship Program:

Unless such provision would conflict with a state or federal law or regulation applicable to a particular contract for a public works project, City contracts for public works in excess of \$200,000 shall contain provisions pursuant to which each contractor or subcontractor shall make a good faith effort to employ apprentices who are enrolled in and participating in a apprenticeship program serving the San Joaquin County and approved by the State Department of Apprenticeship Standards. This apprenticeship requirement shall apply for each apprenticeship craft or trade in which the contractor employs workers in performing any of the work under the contract. A contractor may evidence its good faith effort by complying with California Labor Code Section 1777.5 and the implementing regulations and seeking

apprentices from apprenticeship programs serving the San Joaquin County.

A contractor employing apprentices pursuant to this section shall employ apprentices in a ratio consistent with the provisions of the California Labor Code or Federal requirements as applicable for federal aid contracts. This section shall not be construed to exempt a contractor from any other applicable requirement imposed upon the contractor by federal or state law.

Construction Contract Documents Instructions to Bidders

Proposed language to be included in the Notice Inviting Bids

NOTICE INVITING BIDS

The City of Lodi has adopted a policy goal to strongly encourage local hire and apprenticeship participation in the construction workforce in accordance with City Council policy.

- a. Contracts estimated by the City to be less than \$200,000 do not have a local hire goal.
- b. Contracts estimated by the City to cost \$200,000 or more require the successful bidder to demonstrate their attempts to employ local hire.



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Provide Direction Regarding Requested Changes to Cardroom Ordinance Sections 5.12.140 "Rules and Regulations" and 5.12.170 "Gross Revenue Permit Fees"

MEETING DATE: February 1, 2012 City Council Meeting

PREPARED BY: City Attorney's Office

RECOMMENDED ACTION: Provide direction regarding requested changes to Cardroom Ordinance Sections 5.12.140 "Rules and Regulations" and 5.12.170 "Gross Revenue Permit Fees."

BACKGROUND INFORMATION: In May 2006, the Council amended the cardroom ordinance at the request of the Wine Country Cardroom to expand the number of games, players per table and tables. Council again amended the ordinance to allow all games permitted under State law and expand the available hours and tables in 2009. Wine Country is again requesting ordinance revisions to make its operation profitable.

Draft cardroom ordinances must be submitted to the Attorney General's Office for approval prior to the adoption. Accordingly, staff requests direction on whether to submit the following requests to the Attorney General:

- 1) Cap Card Room License Fee to \$20,000 on the first \$240,000 of gross revenue the permittee received from cardroom operations ("gross revenue"), and 4.5% of "gross revenue" in excess of \$240,000;
- 2) Allow the cashing of checks and issuance of credit to the extent permitted by State law;
- 3) Allow two additional tables;
- 4) Eliminate limits on players per table;
- 5) Eliminate specific daily hourly operation limits in favor of a maximum limit of 140 hours per week
- 6) Allow gaming in any rooms with an exterior unlocked door (instead of the current main entrance requirement).

The Police Department and Community Development Department have both indicated that they have no history of complaints or enforcement issues as the cardroom is currently operated.

FISCAL IMPACT: The existing fee produces:

- Actual 2010 Fee \$310,887
- Projected 2011 Fee \$358,520

The proposed fee would produce:

- Actual 2010 Fee \$275,444
- Projected 2011 Fee \$299,260

Approved: _____
Stephen Schwabauer, City Attorney

APPROVED: _____
Konradt Bartlam, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING CHAPTER 5.12 "CARDROOMS" BY REPEALING AND REENACTING SECTIONS 5.12.140 "RULES AND REGULATIONS" AND 5.12.170 "GROSS REVENUE PERMIT FEES" IN THEIR ENTIRETY

=====

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Section 5.12.140 "Rules and Regulations" is hereby repealed and reenacted to read as follows:

5.12.140 Rules and Regulations.

It is unlawful to operate a cardroom in violation of any of the following regulations and rules:

- A. Not more than one cardroom shall be located at any one address.
- B. Only those games approved by and as defined by the California Office of the Attorney General, Bureau of Gambling Control, shall be played in any cardroom.
- C. Not more than ~~eleven~~ **thirteen** tables shall be permitted in any cardroom. No more than ~~eleven~~ **thirteen** tables shall be permitted to operate within the city.
- ~~D. Not more than ten players shall be permitted at any one cardtable.~~
- ~~E~~D. ~~Cardrooms shall be located on the ground floor, and so arranged that cardtables and the players at the tables shall be plainly visible from the front door opening when the door is opened. No wall, partition, screen or similar structure between the front door opening on the street and any cardtable located in the cardroom shall be permitted if it interferes with the visibility.~~ No gambling establishment may be located in any zone which has not been specifically approved for such a business. Additionally, none may be located near any of the unsuitable areas, as specified in Business and Professions Code Section 19852(a)(3).
- ~~F~~E. No person under the age of twenty-one shall be permitted at any cardtable, nor shall any person under the age of twenty-one be permitted to participate in any game played thereat.
- ~~G~~F. Cardrooms may be operated seven days a week ~~and shall not open until the hour of eight a.m.~~ ~~Cardrooms shall close no later than four a.m.~~ **and up to 24 hours per day but no more than 140 hours per week.** A cardroom shall adopt a schedule of hours of operation before it shall be allowed to operate. Such schedule of hours shall be clearly posted at the cardroom in order to provide adequate notice of its hours of operation.
- ~~H~~G. All cardrooms shall be open to police inspection during all hours of operation.
- ~~I~~H. Only table stakes shall be permitted.
- I. The cashing of bank checks for players or extensions of credit to players shall**

be in full compliance with the California Gambling Law and Regulations. No cardroom shall extend credit or cash checks for players in a manner not authorized by State law.

~~J.~~—~~The cashing of bank checks for players shall not be permitted in any cardroom.~~

~~KI.~~J. Each cardtable shall have assigned to it a person whose duty shall be to supervise the game to see to it that it is played strictly in accordance with the terms of this chapter, and with the provisions of the penal code of the state. This person may have more than one table under his supervision. He shall not, however, participate in the game.

~~LJ.~~K. There shall be posted in every cardroom in letters plainly visible from all parts thereof, signs stating that only games approved by and as defined by the California Office of the Attorney General, Bureau of Gambling Control, shall be played in the cardroom. These signs shall also contain such other information relating to the regulations contained in this chapter as the Chief of Police may require.

~~MK.~~L. No person who is in a state of intoxication shall be permitted in any cardroom.

~~N.~~M.—The sale, purchase, transfer, assignment, or pledge of any property, or of any document evidencing title to the same, is prohibited in any cardroom.

~~O.~~N. The operator or his employees shall not ~~extend credit to a player, nor shall he accept IOU's or other notes,~~ loan money to any person on any ring, watch, or other article of personal property for the purpose of securing tokens, chips, or other representatives of money as an ante.

~~P.~~O. No shills shall engage in card games. This prohibition shall not apply to house players, provided they wear a badge in a conspicuous place, which badge identifies them as employees of the licensee.

~~Q.~~P. Patron Security and Safety. Each cardroom license shall be responsible and liable for its patrons' safety and security in and around the cardroom establishment. Before it shall be allowed to operate, each cardroom shall adopt a plan, to be approved by the city, to provide for the safety and security of its patrons.

SECTION 2. Lodi Municipal Code Section 5.12.170 "Gross Revenue Permit Fees," is hereby repealed and reenacted to read as follows:

5.12.170 Gross Revenue Permit Fees.

A. In addition to the permit fees previously prescribed each permittee permitted pursuant to the provisions of this article shall pay to the city a monthly fee equal to ~~nine percent (9%) of the gross revenue of the permittee received from the cardroom operation~~ **\$20,000.00 on the first \$240,000.00 of gross revenue the permittee received from cardroom operations ("gross revenue"), and 4.5 % of "gross revenue" in excess of \$240,000.00.** Such payment shall be made to the city not later than fifteen days after the end of each month during which such gross revenues on which it was computed were received by the permittee.

B. Each permittee shall file with the Finance Department before the 15th day following

the end of each month a statement, under oath, showing the true and correct amount of gross revenue derived from the card game business permitted by the permit issued to the permittee for the preceding month. Such statement shall be accompanied by the payment of the correct amount of permit fee due and owing in accordance with the provisions of subsection (a) of this section, and such sums correctly reflecting the monthly fees payable for the preceding month shall be accepted by the city, subject, however, to the right of the city to audit the matters reported in the statement to determine the accuracy of the figures contained therein and whether or not the correct amount payable to the city has been paid.

A signed declaration shall be attached to the statement or included therein, which shall be in substantially the same form:

“I hereby declare under penalty of perjury that the foregoing is true and correct.”

SECTION 3. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 4. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 5. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 6. This ordinance shall be published pursuant to law and shall become effective 30 days from the date of passage and adoption.

SECTION 7. The amended Schedules referenced above shall be effective on applicable electric utility billings prepared by the City of Lodi on or after January 1, 2012, or the first date allowable under State law.

Approved this ____ day of _____, 2011

JOANNE L. MOUNCE
MAYOR

ATTEST:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held February 1, 2012, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved to Form:

D. STEPHEN SCHWABAUER
City Attorney



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Ordinance No. 1856 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 13 – Public Services – by Repealing and Re-Enacting Chapter 13.04, 'Service Generally,' in Its Entirety"

MEETING DATE: February 1, 2012

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1856.

BACKGROUND INFORMATION: Ordinance No. 1856 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 13 – Public Services – by Repealing and Re-Enacting Chapter 13.04, 'Service Generally,' in Its Entirety," was introduced at the regular City Council meeting of January 18, 2012.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. **Cal. Gov't Code § 36934.**

Ordinances take effect 30 days after their final passage. **Cal. Gov't Code § 36937.**
This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/jmr
Attachment

APPROVED: _____
Konradt Bartlam, City Manager

ORDINANCE NO. 1856

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING
LODI MUNICIPAL CODE TITLE 13 – PUBLIC SERVICES – BY
REPEALING AND RE-ENACTING CHAPTER 13.04, “SERVICE
GENERALLY,” IN ITS ENTIRETY

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

Section 1. Lodi Municipal Code Title 13 – Public Services – is hereby amended by repealing and re-enacting Chapter 13.04, “Service Generally,” in its entirety and shall read as follows:

CHAPTER 13.04 – SERVICE GENERALLY

Sections:

- 13.04.010 - Definitions
- 13.04.020 - Application for service or discontinuance
- 13.04.025 - Deposits
- 13.04.030 - Bill payment and delinquency
- 13.04.040 - Connections generally
- 13.04.050 - Connection charges
- 13.04.060 - Apartments and flats
- 13.04.070 - Restriction or interruption
- 13.04.080 - Connection or reconnection by plumbers
- 13.04.090 - Right of access for inspection
- 13.04.100 - Pipe and facility maintenance
- 13.04.110 - Service only to contracted premises
- 13.04.120 - Bill adjustment
- 13.04.130 - Low income adjustments

13.04.010 - Definitions.

For the purposes of this chapter, the following words and phrases when used in this chapter shall have the meanings respectively ascribed to them by this section:

- A. “Delinquent bills” means all accounts that have not been paid to the city within twenty-six (26) days after the issue date of the bill for the services provided for by this chapter.
- B. “Director of Finance” means the person named from time to time by the City Manager to be in charge of the financial records and accounts of the city.
- C. “Electric connection” means all wires, insulators, conduits, fuse blocks, fuses, and switches up to and including the meter used to connect the consumer’s electric wiring to the city’s electrical distribution system.
- D. “Garbage collecting service” means that service described in Chapter 13.16 relating to garbage.
- E. “Sanitary sewer tap” means all connections, valves, pipes, and fittings used to connect the customer’s sewer system to the city sewer mains.

F. "Service" means the supplying of water, electrical energy, the collection of garbage, and the disposal of sewage.

G. "Sewage disposal service" means that service provided for in Chapter 13.12 relating to sewers.

H. "Water tap" means the connection valves, pipes, and fittings used to connect the customer's water system to the city water mains.

13.04.020 - Application for service or discontinuance.

All applications for service or discontinuance of service shall be made to, and on forms provided by, the Director of Finance. The Director of Finance shall issue all orders for services, changes, or discontinuances.

13.04.025 - Deposits.

1. Services. A deposit for the furnishing or continuance of service may be required by the Director of Finance. Such deposit shall not exceed the estimated amount of charges for two months' service.

2. No United States Issued Identification. In addition to a deposit for services, the Director of Finance may require a deposit not to exceed the estimated amount of charges for two months' services of a customer who is unable to provide a United States issued identification.

3. Length of Deposit.

a. Deposits for services shall remain on the account until twelve consecutive billing periods have passed without late charges being assessed, unless the account is discontinued prior to such event. Return of deposit amounts shall be in the form of credit to the account, unless the account is discontinued, in which case the deposit shall be applied to the final billing and any excess shall be returned to the customer by check.

b. Deposits for no United States issued identification shall remain on the account until the account is discontinued, or until valid United States issued identification is provided. Return of deposit amounts shall be in the form of a credit to the account, unless the account is discontinued, in which case the deposit shall be applied to the final billing and any excess shall be returned to the customer by check. A non-U.S. Identification deposit will not be required where at least one U.S. Identification exists on the account.

13.04.030 - Bill payment and delinquency.

A. Payment. All bills for the services enumerated in this chapter are due and payable upon receipt thereof, at the Finance Division, Lodi, California, and become delinquent twenty-six (26) days after the issue date of the bill.

B. Delinquency. The Director of Finance shall send notice of delinquent bills, and if all delinquent charges for services are not paid within ten days after mailing this notice, then the Director of Finance may discontinue all service furnished to the customer by the city. Within this ten-day notice period, the Director of Finance shall provide a notice 48 hours prior to discontinuance of services. Prior to any discontinuance of service

furnished to the customer by the city, the customer may request the opportunity to be heard as to any adjustment or cancellation of any bill. The hearing shall be held before the Director of Finance or his designee. In the event of a discontinuance of service, as provided in this subsection, the Director of Finance may require as a condition precedent to the resumption of service that the customer pay:

1. All amounts due and owing;
2. The cost to the city of discontinuing and resuming service; and
3. A deposit in an amount not exceeding the estimated amount of charges for two months' service.

The Director of Finance may waive delinquent amounts and negotiate a repayment schedule for up to three (3) months (within any twelve-month period) when in the opinion of the Director of Finance the customer can demonstrate financial hardship. No more than two repayment schedules may be allowed in any twelve-month period.

C. Closing Bills. Closing bills are due on the date on which service is discontinued.

D. Late Charges. Delinquent bills shall be assessed a late charge which will be set from time to time by the City Council. The late charge may be waived by the Director of Finance when the customer can present evidence of financial hardship or convincing information that timely payment could not have been reasonably expected.

13.04.040 - Connections generally.

No person except a duly authorized employee of the city shall make any water, electrical, or sewer service connection to the city supply lines. Water and sewer tapping includes bringing the supply lines to a point six inches inside the property line. Electrical connection includes the service drop and necessary meter. On all new and reconstructed buildings where water, sewer, and electrical connections are involved, the equipment and equipment locations must be approved by the inspecting authority.

A service charge will be charged to the applicant when trouble calls involve customer caused service interruptions. All costs of water tapping and sewer connections shall be borne by the applicant and shall be charged at actual cost to the city. However, a flat rate may be established by the provisions of Section 13.04.050.

13.04.050 - Connection charges.

The Public Works Director may, with the approval of the Director of Finance, establish or change rates charged for water and sewer connections based on the average cost to the city for such connections made within the preceding six-month period.

13.04.060 - Apartments and flats.

When more than one flat, apartment, building, or premises is supplied through one water tap, each occupant may pay his own water and sewage bill if flat rates apply. However, if at any time the water is used by an occupant and such fact is not reported to the city, the Director of Finance may require that the owner or the owners' agent-in-charge pay all the water and sewage charges applying to the flats, apartments, buildings, or premises being supplied through one tap.

13.04.070 - Restriction or interruption.

The city reserves the right to limit the amount of water supplied to any customer or to different parts of the city should it appear necessary to do so, and shall not be liable for temporary discontinuance of any service while making repairs or replacements.

13.04.080 - Connection or reconnection by plumbers.

No plumber shall leave water turned on at any newly erected building unless it is by consent of the city, nor shall he connect or reconnect any service found shut off at the service stop.

13.04.090 - Right of access for inspection.

Authorized employees of the city shall have the right of access to any premises receiving any service named in this chapter at reasonable hours for the purposes of inspection.

13.04.100 - Pipe and facility maintenance.

The owner or occupant of premises where city services are supplied shall keep all service pipes, valves, connections or other facilities used in connection with such supply in good repair at all times, and the city shall not be liable for damage sustained by reason of such owner or occupant's neglect.

13.04.110 - Service only to contracted premises.

No person shall supply service to any premises other than the one to which the service contract applies.

13.04.120 - Bill adjustment.

Application for the adjustment or cancellation of a bill any consumer believes to be inconsistent with the provisions of this code or other ordinances of this city relating to water, electric, garbage, and sewage services shall be made to the Director of Finance. Appeal from the decision of the Director of Finance may be made to the City Manager whose decision may, upon request, be subject to a final review by the City Council.

13.04.130 - Low income adjustments.

The rates for residential refuse collection service, as they now exist or may hereafter be modified under this chapter, shall be reduced as established by resolution for those residential accounts in the names of persons meeting the eligibility criteria for applicable electric service discounts as provided in this title. Proof of eligibility will be required by the city to qualify for the rate adjustments provided herein.

Section 3 - No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 4 - Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The

City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 5. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 6. This ordinance shall be published one time in the "Lodi News Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi and shall be in force and take effect 30 days from and after its passage and approval.

Approved this 1st day of February, 2012.

JOANNE L. MOUNCE
Mayor

ATTEST:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1856 was introduced at a regular meeting of the City Council of the City of Lodi held January 18, 2012, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held February 1, 2012, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1856 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

APPROVED TO FORM:

D. STEPHEN SCHWABAUER
City Attorney