



LODI CITY COUNCIL

Teleconference Meeting

Streaming Link:

<https://www.facebook.com/CityofLodi/>

AGENDA – Regular Meeting

Date: May 6, 2020

Time: Closed Session 6:30 p.m.

Regular Meeting 7:00 p.m.

SPECIAL TELECONFERENCE NOTICE

Pursuant to Executive Order N-29-20:

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

The following members of the Lodi City Council are listed to permit them to appear telephonically at the City Council Meeting on April 15, 2020: Mayor Doug Kuehne, Mayor Pro Tempore Alan Nakanishi, and Council Members Mark Chandler and JoAnne Mounce.

Public Comment:

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

Members of the public who wish to verbally address the City Council during the meeting should email those comments to councilcomments@lodi.gov. Comments must be received before the Mayor or Chair announces that the time for public comment is closed. The Assistant City Clerk will read three minutes of each email into the public record. **IMPORTANT:** Identify the Agenda Item Number or Oral Communications in the subject line of your email. Example: Public Comment for Agenda Item Number C-17.

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

Viewing:

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

For information regarding this Agenda please contact:
Pamela M. Farris
Assistant City Clerk
Telephone: (209) 333-6702

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

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Pending Litigation: Government Code §54956.9(a); one case; *Cross Culture Christian Center, a California Non-Profit Corporation; Pastor Jonathan Duncan, an individual v. Gavin Newsom, in his official capacity as Governor of California; Xavier Becerra, in his official capacity as the Attorney General of California; Sonia Angell, in her official capacity as California Public Health Officer; Maggie Park, in her official capacity as Public Health Officer, San Joaquin County; Marcia Cunningham, in her official capacity as Director of Emergency Services, San Joaquin County; City of Lodi; Tod Patterson, in his official capacity as Chief of Police of Lodi, California, United States District Court, Eastern District of California Case No. 2:20-cv-00832-JAM-CKD*

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 National Public Works Week Proclamation (PW)
- B-2 National Police Week Proclamation (PD)

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

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

- C-1 Receive Register of Claims for March 27, 2020 through April 16, 2020 in the Amount of \$2,128,164.13 (FIN)
- C-2 Approve Minutes (CLK)
 - a) April 7, April 14, and April 21, 2020 (Shirtsleeve Sessions)
 - b) April 15, 2020 (Regular Meeting)
 - b) April 15, 2020 (Special Meeting)

- Res. C-3 Adopt Resolution Awarding Contract for Wastewater Main Rehabilitation Program (Project No. 8) to Insituform Technologies, LLC, of Chesterfield, Missouri (\$1,882,322), Authorizing City Manager to Execute Change Orders (\$400,000), and Authorizing City Manager to Execute Related Documents (PW)

- Res. C-4 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Diede Construction, Inc., of Woodbridge, for Operations and Maintenance Services of Central Plume PCE/TCE Remedial Sites (\$171,656), and Appropriating Funds (\$171,656) (PW)
- Res. C-5 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Global Labs, Inc., of El Dorado Hills, for Laboratory Services (\$150,000) (PW)
- Res. C-6 Adopt Resolution Approving 2020/2021 Pavement Resurface Project for Road Repair and Accountability Act of 2017 Funding (PW)
- Res. C-7 Adopt Resolution Ratifying Expenses and Authorizing City Manager to Execute Change Order to Resolution No. 2019-178 to Purchase Replacement Ultra High Frequency (UHF) Conventional Multisite Radio Communications Systems from Motorola Solutions, Inc., of San Diego (\$53,431) (IT)
- Res. C-8 Adopt Resolution Amending the Implementation of the Electric Vehicle Strategy by Authorizing Staff to Increase Commercial Rebate Amounts, and Reallocate Electric Vehicle Ride and Drive Event Funds to Other Promotional Activities, as Necessary (CM)
- Res. C-9 Adopt Resolution Authorizing City Manager to Execute ESRI Enterprise Advantage Program (EEAP) Agreement with Environmental Systems Research Institute, Inc., (ESRI), of Redlands, for Geographic Information System (GIS) Integration Services (\$89,000), and Authorizing Electric Utility Director to Purchase Additional Support Service Credits (\$68,000) to Advance Lodi Electric Utility's GIS Adoption and Integration Efforts (EU)
- Res. C-10 Adopt Resolution Authorizing City Manager to Execute the Participating Electric Distribution Utility Joinder to the Clean Fuel Reward Program Governance Agreement (EU)
- C-11 Adopt the Following Resolutions Pertaining to the November 3, 2020, General Municipal Election:
- Res. a) Resolution Calling and Giving Notice of the General Municipal Election;
- Res. b) Resolution Requesting the San Joaquin County Board of Supervisors to Render Specified Services for the Conduct of a General Municipal Election;
- Res. c) Resolution Setting Forth the Council's Policy Regarding Impartial Analysis, Arguments, and Rebuttal Arguments for Any Measure(s) that May Qualify to be Placed on the Ballot; and
- Res. d) Resolution Adopting Regulations for Candidates for Elective Office Pertaining to Candidates' Statements Submitted to the Voters at the General Municipal Election (CLK)
- C-12 Appoint Trenton Diehl to the Site Plan and Architectural Review Committee (CLK)
- C-13 Receive Report Regarding Communication Pertaining to Support of H.R. 6467, Coronavirus Community Relief Act (CLK)

D. Comments by the Public on Non-Agenda Items

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

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

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

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

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

G. Public Hearings

Res. G-1 Public Hearing to Consider Adopting Resolution Approving Final 2020-21 Annual Action Plan for Community Development Block Grant (CDBG) Program (CD)

Ord. G-2 Public Hearing to Consider Introducing an Ordinance Amending Lodi Municipal Code Title 17 –
(Introduce) Development Code, by Repealing and Reenacting Section 17.18.020 – Purposes of Residential Zoning Districts, Section 17.20.030 – Commercial Zoning District Land Uses and Permit Requirements, Section 17.20.040 – Commercial District General Development Standards, and Section 17.22.030 - Mixed Use Zoning Districts Land Uses and Permit Requirements in Their Entirety (CD)

H. Regular Calendar

Res. H-1 Adopt Resolution Approving Policy for Emergency Paid Sick Leave and Expansion of the Family Medical Leave Act in Accordance with H.R. 6201, the Families First Coronavirus Response Act (CM)

H-2 Discussion on Status of Stay-at-Home Orders in Issued in Response to the COVID-19 Pandemic (CM)

I. Ordinances

Ord. I-1 Adopt Ordinance No.1976 Entitled, “An Ordinance of the City Council of the City of Lodi Authorizing an
(Adopt) Amendment to the Contract Between the City Council of the City of Lodi and the Board of Administration of the California Public Employees’ Retirement System” (CLK)

J. Adjournment

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

Pamela M. Farris
Assistant City Clerk

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

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

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



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Presentation of Proclamation Proclaiming the Week of May 17 – 23, 2020, as “National Public Works Week” in Lodi

MEETING DATE: May 6, 2019

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Presentation of proclamation proclaiming the week of May 17 - 23, 2020, as “National Public Works Week” in Lodi.

BACKGROUND INFORMATION: Public Works Week is a national event to educate the public on how important the contribution of Public Works is to their daily lives. This year’s theme is “The Rhythm of Public Works” and recognizes the vital contribution public works professionals make every day to their communities. Public Works plays a key role in the planning, building and maintenance of infrastructure in our community that will allow future generations to enjoy a higher quality of life.

National Public Works Week calls attention to the importance of Public Works in community life and seeks to recognize the heroes of our society – the professionals who serve the public good every day with quiet dedication. These often-unsung heroes are the men and women in Public Works who plan, design, build, and maintain our water, wastewater, drainage and street systems, City buildings; and fleet, transit, and solid waste services. These folks play a role in the quality of life in our community, and help move life forward.

A representative of the Public Works Department will be present to accept the proclamation.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

Prepared by Charles E. Swimley, Jr., Public Works Director
CES/CES/tc

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Presentation of Proclamation Proclaiming the Week of May 10-16, 2020, as “National Police Week”

MEETING DATE: May 6, 2020

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Presentation of proclamation proclaiming the week of May 10-16, 2020, as “National Police Week.”

BACKGROUND INFORMATION: In 1962, President John F. Kennedy signed a proclamation that designated May 15th as Peace Officers Memorial Day and the week in which that date falls as Police Week.

National Police Week honors the service and sacrifice of those law enforcement officers killed in the line of duty and the approximately 900,000 active law enforcement officers protecting our communities and safeguarding our democracy across America. Since the first known line-of-duty death in 1786, tens of thousands of law enforcement officers have made the ultimate sacrifice, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C. This includes one of our own dedicated sworn members of the Lodi Police Department, Motor Officer Rick Charles Cromwell. Officer Cromwell died as a result of a motorcycle collision that occurred on Kettleman Lane while on-duty on Dec. 9, 1998. This year will be the 21-year anniversary of the addition of his name on the National Memorial.

The Lodi Police Department currently has 47 sworn Police Officers/Trainees, seven Corporals, nine Sergeants, five Lieutenants, two Captains, and the Chief of Police. These 71 sworn personnel work diligently to leverage available resources and partnerships to enhance their ability to provide top quality service, they build and strengthen relationships with citizens to effectively address crime and social issues in the City of Lodi.

The City of Lodi depends on these men and women to protect and serve our community every day. We depend on them for direction and assistance in our most distressed and terror-stricken moments.

The Police Department requests the City Council proclaim May 10-16, 2020 as “Police Week” and publicly salute the service of Officer Cromwell, law enforcement officers in our community and in communities across the nation.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Tod Patterson
Chief of Police

APPROVED: _____
Stephen Schwabauer, City Manager



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Register of Claims for March 27, 2020 through April 16, 2020 in the total Amount of \$2,128,164.13

MEETING DATE: May 6, 2020

PREPARED BY: Internal Services Director

RECOMMENDED ACTION: Receive the attached Register of Claims for \$2,128,164.13

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$2,128,164.13 for March 27, 2020 through April 16, 2020. Also attached is Payroll in the amount of \$1,729,750.14 through April 5, 2020.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Andrew Keys
Internal Services Director

APPROVED: _____
Stephen Schwabauer, City Manager

Council Report
City of Lodi - v11.3.20 Live
3/27/2020 through 4/16/2020

Fund	Fund Title	Amount
100	General Fund	\$1,494,458.37
103	Measure L	\$7,097.26
120	Library Fund	\$606.11
140	Expendable Trust	\$164,273.86
200	Parks Rec & Cultural Services	\$16,658.93
216	PD Misc Grants	\$23,256.00
270	Comm Dev Special Rev Fund	\$1,856.48
301	Gas Tax-2105 2106 2107	\$9,139.47
434	Arts in Public Places-IMF	\$3,822.79
500	Electric Utility Fund	\$152,550.47
501	Utility Outlay Reserve Fund	\$12,956.93
504	Public Benefits Fund	\$7,792.10
530	Waste Water Utility Fund	\$35,361.00
560	Water Utility Fund	\$33,681.60
561	Water Utility-Capital Outlay	\$37.99
600	Dial-a-Ride/Transportation	\$1,566.75
650	Internal Service/Equip Maint	\$40,043.51
655	Employee Benefits	\$123,004.51
Total		\$2,128,164.13

Council Report: Payroll
City of Lodi - v11.3.20 Live
Pay Period 4/5/2020

Fund	Description	Amount
100	General Fund	925,261.92
103	Measure L	112,906.20
120	Library Fund	22,151.17
200	Parks Rec & Cultural Services	124,313.43
270	Comm Dev Special Rev Fund	33,086.53
301	Gas Tax-2105 2106 2107	17,034.14
500	Electric Utility Fund	303,078.96
530	Waste Water Utility Fund	127,176.96
560	Water Utility Fund	20,707.82
561	Water Utility-Capital Outlay	954.50
600	Dial-a-Ride/Transportation	13,778.84
650	Internal Service/Equip Maint	20,437.81
655	Employee Benefits	8,861.86
Report Total		1,729,750.14



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Approve Minutes
a) April 7, 2020 (Shirtsleeve Session)
b) April 14, 2020 (Shirtsleeve Session)
c) April 15, 2020 (Regular Meeting)
d) April 15, 2020 (Special Meeting)
e) April 21, 2020 (Shirtsleeve Session)

MEETING DATE: May 6, 2020

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) April 7, 2020 (Shirtsleeve Session)
b) April 14, 2020 (Shirtsleeve Session)
c) April 15, 2020 (Regular Meeting)
d) April 15, 2020 (Special Meeting)
e) April 21, 2020 (Shirtsleeve Session)

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

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Pamela M. Farris
Assistant City Clerk

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, APRIL 7, 2020**

The April 7, 2020, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Pamela M. Farris
Assistant City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, APRIL 14, 2020**

The April 14, 2020, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Pamela M. Farris
Assistant City Clerk

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

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of April 15, 2020, was called to order by Mayor Kuehne at 6:41 p.m.

All Council Members participated in the meeting via teleconference due to the COVID-19 pandemic and pursuant to Executive Order N-29-20.

Present: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Absent: None

Also Present: City Manager Schwabauer, City Attorney Magdich, and Assistant City Clerk Farris

C-2 Announcement of Closed Session

- a) Actual Litigation: Government Code §54956.9(a). One case. California Sportfishing Protection Alliance, a California non-profit public benefit conservation and research organization v. All Persons Interested in the Matter of the Validity of the Eastern San Joaquin Groundwater Subbasin Groundwater Sustainability Agency, et al., Stanislaus County Superior Court, Case No. CV-20-001720

C-3 Adjourn to Closed Session

At 6:41 p.m., Mayor Kuehne adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:48 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:05, Mayor Kuehne reconvened the City Council meeting, and City Attorney Magdich disclosed the following actions.

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

A. Call to Order / Roll Call

The Regular City Council meeting of April 15, 2020, was called to order by Mayor Kuehne at 7:05 p.m. City Manager Schwabauer gave a brief introduction explaining the new virtual meeting format and giving instruction on the method of public participation via email through councilcomments@lodi.gov and noting the method of requesting assistance for Americans with Disabilities Act needs.

Due to the COVID-19 pandemic and pursuant to Executive Order N-29-20, all Council Members participated in the meeting via teleconference and the meeting was available for viewing by the public via livestream at www.facebook.com/cityoflodi; the opportunity for public comment was available through councilcomments@lodi.gov.

Present: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Absent: None

Also Present: City Manager Schwabauer, City Attorney Magdich, and Assistant City Clerk Farris

B. Presentations

B-1 Sexual Assault Awareness Month (CLK)

Mayor Kuehne acknowledged that April was Sexual Assault Awareness in the City of Lodi. Due to the COVID-19 pandemic, a representative from the Women's Center - Youth & Family Services was unable to attend but would provide an update on their services at a future Council meeting.

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

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

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Noes: None

Absent: None

ROLL CALL VOTE

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

C-1 Receive Register of Claims for February 28, 2020 through March 26, 2020 in the Amount of \$7,360,290.65 (FIN)

Claims were approved in the amount of \$7,360,290.65.

C-2 Approve Minutes (CLK)

The minutes of March 4, 2020 (Regular Meeting), March 10, 2020 (Shirtsleeve Session), March 10, 2020 (Special Meeting), March 17, 2020 (Shirtsleeve Session), March 17, 2020 (Special Meeting), March 18, 2020 (Regular Meeting), March 18, 2020 (Special Meeting), March 24, 2020 (Shirtsleeve Session), March 31, 2020 (Shirtsleeve Session), and April 1, 2020 (Regular Meeting) were approved as written.

C-3 Adopt Resolution Authorizing City Manager to Waive Bid Process and Purchase One Vaughan Horizontal Chopper Pump for White Slough Water Pollution Control Facility from Rockwell Engineering and Equipment Co., of Tustin Ranch (\$25,536) (PW)

Adopted Resolution No. 2020-63 authorizing the City Manager to waive bid process and purchase one Vaughan horizontal chopper pump for White Slough Water Pollution Control Facility from Rockwell Engineering and Equipment Co., of Tustin Ranch, in the amount of \$25,536.

- C-4 Adopt Resolution Awarding Contract for Citywide Bicycle Facilities Detection Improvement Project to St. Francis Electric, LLC, of San Leandro (\$740,795), Authorizing City Manager to Execute Change Orders (\$60,000), and Appropriating Funds (\$212,400) (PW)

Adopted Resolution No. 2020-64 awarding the contract for the Citywide Bicycle Facilities Detection Improvement Project to St. Francis Electric, LLC, of San Leandro, in the amount of \$740,795, authorizing the City Manager to execute change orders, in an amount not to exceed \$60,000, and appropriating funds in the amount of \$212,400.

- C-5 Adopt Resolution Approving Purchase of Cortex XDR and Panorama Centralized Management by Palo Alto Networks from CDW-G of Vernon Hills, Illinois (\$102,260.48) (IT)

Adopted Resolution No. 2020-65 approving the purchase of Cortex XDR and Panorama Centralized Management by Palo Alto Networks from CDW-G of Vernon Hills, Illinois, in the amount of \$102,260.48.

Council Member Chandler abstained from the vote on this item.

- C-6 Adopt Resolution Approving Purchase of Hewlett-Packard Aruba ClearPass C2000 from CDW-G of Vernon Hills, Illinois (\$21,863.16) (IT)

Adopted Resolution No. 2020-66 approving the purchase of Hewlett-Packard Aruba ClearPass C2000 from CDW-G of Vernon Hills, Illinois, in the amount of \$21,863.16.

- C-7 Adopt Resolution Awarding Contract for Well 27 Granular Activated Carbon Filter System to Diede Construction, Inc., of Woodbridge (\$1,063,900), Authorizing City Manager to Execute Change Orders (\$54,000), and Appropriating Funds (\$322,900) (PW)

Adopted Resolution No. 2020-67 awarding the contract for Well 27 Granular Activated Carbon Filter System to Diede Construction, Inc., of Woodbridge, in the amount of \$1,063,900, authorizing the City Manager to execute change orders in an amount not to exceed \$54,000, and appropriating funds in the amount of \$322,900.

- C-8 Adopt Resolution Approving 2020/2021 Pavement Resurface Project for Road Repair and Accountability Act of 2017 Funding (\$1,330,000) (PW)

Item C-8 was removed from the agenda at the request of staff.

In response to Council Member Mounce, City Manager Schwabauer explained that there was a technical issue with the request for funding but the item would be brought back to a future Council meeting.

- C-9 Adopt Resolution Authorizing City Manager to Execute Agreements Related to the CalTrans Bridge Raising Project along Highway 99, at Lockeford Street and Victor Road (PW)

Adopted Resolution No. 2020-68 authorizing the City Manager to execute agreements related to the CalTrans bridge raising project along Highway 99, at Lockeford Street and Victor Road.

- C-10 Adopt Resolution Authorizing Dedication of Street Right-of-Way along Kettleman Lane, at 2800 West Kettleman Lane, to Caltrans, for Street Improvement Purposes (PW)

Adopted Resolution No. 2020-69 authorizing the dedication of street right-of-way along Kettleman Lane, at 2800 West Kettleman Lane, to Caltrans, for street improvement purposes.

C-11 Adopt Resolution Amending Traffic Resolution No. 97-148, by Approving 40 Miles-Per-Hour Speed Limit on Harney Lane, from Ham Lane to Hutchins Street, Hutchins Street to Stockton Street, Stockton Street to the East City Limits; and Pine Street, from Guild Avenue to the East City Limits (PW)

Item C-11 was pulled by Mayor Kuehne for discussion purposes.

NOTE: This item was heard after C-22.

Mayor Kuehne stated he supports the proposed speed limits in the other areas, but he objects to the proposal for Pine Street at Guild Avenue as there does not seem to be a basis for the lower speed. Public Works Director Charlie Swimley was unable to teleconference into the meeting, however, City Manager Schwabauer conferred with him via telephone and stated that staff feels the proposed speed limit in that area provides an appropriate transition zone between two speed zone areas; 20-25 mph is too abrupt of a change. Based on the 85th percentile, the speed limit could be set between 40 and 45 mph, but staff felt 40 mph was more appropriate due to the adjacent 35 mph zone; westbound traffic heading into town would transition down to 40 mph after the railroad tracks, then to 35 mph west of the cemetery.

Council Members Chandler and Mounce both expressed support of the item as presented.

Mayor Kuehne expressed support following the explanation.

Council Member Chandler made a motion, second by Council Member Mounce, to adopt Resolution No. 2020-78 amending Traffic Resolution No. 97-148 by approving 40 miles-per-hour speed limit on Harney Lane, from Ham Lane to Hutchins Street, Hutchins Street to Stockton Street, Stockton Street to the east City limits; and Pine Street, from Guild Avenue to the east City limits.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Noes: None

Absent: None

ROLL CALL VOTE

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

C-12 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Carollo Engineers, Inc., of Walnut Creek, for Progressive Design Build Construction Documents for White Slough Water Pollution Control Facility Solids Handling Equipment Procurement and Installation Project (\$162,500), and Appropriating Funds (\$162,500) (PW)

Adopted Resolution No. 2020-70 authorizing the City Manager to execute a professional services agreement with Carollo Engineers, Inc., of Walnut Creek, for progressive design build construction documents for White Slough Water Pollution Control Facility Solids Handling Equipment Procurement and Installation Project, in the amount of \$162,500, and appropriating funds in the amount of \$162,500.

- C-13 Adopt Resolution Accepting Vineyard Terrace Subdivision, Unit No. 1, Tract No. 3986, Public Improvements; Amending Traffic Resolution No. 97-148 by Approving Multi-Way Stop Control at Henri Lane and Berlanda Lane, Two-Way Stop Control on Botticelli Way at Henri Lane, Two-Way Stop Control on Pollock Way at Henri Lane, and Two-Way Stop Control on Raphael Way at Berlanda Lane (PW)

Adopted Resolution No. 2020-71 accepting Vineyard Terrace Subdivision, Unit No. 1, Tract No. 3986, Public Improvements; amending Traffic Resolution No. 97-148 by approving multi-way stop control at Henri Lane and Berlanda Lane, two-way stop control on Botticelli Way at Henri Lane, two-way stop control on Pollock Way at Henri Lane, and two-way stop control on Raphael Way at Berlanda Lane.

- C-14 Adopt Resolution Authorizing City Manager to Execute Funding Documents with California Department of Transportation for Allocation of Fiscal Year 2019/20 Low Carbon Transit Operations Program Funds (PW)

Adopted Resolution No. 2020-72 authorizing the City Manager to execute funding documents with California Department of Transportation for allocation of Fiscal Year 2019/20 Low Carbon Transit Operations Program Fund.

- C-15 Adopt Resolution Approving Renewal and Amendment to Plan Documents for Standard Insurance Company Effective April 1, 2020 to July 1, 2023 and Further Authorizing the City Manager to Execute Agreement (HR)

Adopted Resolution No. 2020-73 approving renewal and amendment to plan documents for Standard Insurance Company effective April 1, 2020 to July 1, 2023 and further authorizing the City Manager to execute agreement.

- C-16 Adopt Resolution Authorizing Destruction of Certain Citywide Records in Accordance with the Government Code and the City's Records Management Policy (CLK)

Adopted Resolution No. 2020-74 authorizing destruction of certain Citywide records in accordance with the Government Code and the City's Records Management Policy.

- C-17 Consider Adopting a Resolution Adopting a Mitigated Negative Declaration and Associated Mitigation Monitoring and Reporting Program for the City of Lodi Police Training Facility (CD)

Adopted Resolution No. 2020-75 adopting a Mitigated Negative Declaration and Associated Mitigation Monitoring and Reporting Program for the City of Lodi Police Training Facility.

- C-18 Adopt Resolution Ratifying City Manager's Decision to Grant a Two-Week COVID-19 Specific Leave Bank to All City of Lodi Employees (CM)

Adopted Resolution No. 2020-76 ratifying the City Manager's decision to grant a two-week COVID-19 specific leave bank to all City of Lodi employees.

- C-19 Accept Monthly Protocol Account Report through March 31, 2020 (CLK)

Accepted Monthly Protocol Account Report through March 31, 2020.

- C-20 Receive Report Regarding Communication Pertaining to Retaining April 10 Property Tax

Deadline (CLK)

Received report regarding communication pertaining to retaining April 10 property tax deadline.

C-21 Post for Expiring Term on Planning Commission (CLK)

Directed the City Clerk to post for the following expiring term:

Planning Commission

Tiffany Gomes Term to Expire June 30, 2020

C-22 Ratification of Employment Agreement Entered into Between City Manager Stephen Schwabauer and Police Chief Sierra Brucia (CM)

Item C-22 was pulled at the request of Council Member Mounce for discussion purposes.

Council Member Mounce stated that she is extremely pleased with the choice of Police Chief and that Sierra Brucia does an amazing job; however, she disagrees with the clause granting six month salary for termination without cause as she feels this timeframe is much longer than what is provided in the private sector. She further stated that despite her disagreement with that clause, she would support the contract.

Mayor Pro Tempore Nakanishi thanked City Manager Schwabauer for choosing a fine chief, stating he is happy and pleased with the choice.

Mayor Kuehn concurred, stating Captain Brucia is a good choice and a good fit for the Police Department.

Council Member Mounce made a motion, second by Council Member Chandler, to adopt Resolution No. 2020-77 approving ratification of employment agreement entered into between City Manager Stephen Schwabauer and Police Chief Sierra Brucia.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Noes: None

Absent: None

ROLL CALL VOTE

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

- D. Comments by the Public on Non-Agenda Items THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES. Public comment may only be made on matters within the Lodi City Council's jurisdiction (Government Code Section 54954.3, Lodi City Council Protocol Manual Section 6.3I). The Council cannot take action or deliberate on items that are not on this agenda unless there is an emergency and the need to take action on that emergency arose after this agenda was posted (Government Code Section 54954.2(b)(2)). All other items may only be referred for review to staff or placement on a future Council agenda. If you wish to address the Council, please refer to the Special Teleconference Notice at the beginning of this agenda. Individuals are limited to one appearance during this section of the Agenda.

A letter was received via email at councilcomments@lodi.gov (filed) and read into the record from Martin Ross, Executive Director of Ready to Work and former Captain of the Salvation Army in Lodi, announcing his return to the Lodi area and his new role with Ready to Work. Further, he thanked the Community Development Block Grant Citizens Review Committee for recommending Ready to Work to the City Council for funding approval.

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

Mayor Pro Tempore Nakanishi commented that Lodi is now in the fourth week of the stay-at-home order, and he thanked the City Manager and department heads for their long hours of work and the citizens of Lodi for their compliance with the order. He further stated that the curve is flattening and that we will get through this together.

Council Member Mounce concurred with Mayor Pro Tempore Nakanishi. She thanked City Manager Schwabauer for the open meeting with employees and stated she thinks employees have done an amazing job under unusual circumstances. Council Member Mounce also thanked Information Technology Manager Benjamin Buecher for putting together the virtual meeting so the Council has the opportunity to comply with social distancing while still getting the City's work done.

Council Member Chandler concurred with the other comments.

Mayor Kuehne thanked Adventist Health for taking a proactive approach to the coronavirus; there have been 21 citizens with the virus, but the death toll is pretty low and the curve is flattening; he praised Daniel Walcott's leadership during the pandemic. He further praised the work of the City Attorney and the Police Department in dealing with a local church's noncompliance with social distancing. He noted that he had done interviews with NPR and CNN on this topic and referred back to the fact that the City is here to educate rather than be punitive. He praised the City Manager for disseminating information to staff and for the tough decisions he has to make; he further thanked Public Information Officer Jeff Hood for getting information out and Deputy City Manager Andrew Keys for taking a proactive approach to maintaining both services and a healthy budget. He stated he is proud of Lodi's staff.

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

City Manager Schwabauer commented that he was wearing his "Love Lodi" shirt tonight and that the letter from Martin Ross was timely as he had founded Love Lodi, and that he was thrilled to have Mr. Ross back in the community. He further noted that while the Love Lodi event was cancelled due to the COVID-19 pandemic, he encouraged the citizens of Lodi to continue to be a blessing in the community this weekend.

G. Public Hearings

G-1 Public Hearing to Consider Adopting Resolution Approving Draft 2020-21 Annual Action Plan for the Community Development Block Grant (CDBG) Program (CD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Kuehne called for the public hearing to consider adopting resolution approving draft 2020-21 Annual Action Plan for the Community Development Block Grant (CDBG) Program.

CDBG Program Administrator Patrice Clemons provided a PowerPoint presentation regarding the draft Community Development Block Grant (CDBG) Annual Action Plan. Specific topics of

discussion included CDBG purpose, 2020/21 Annual Action Plan, Annual Action Plan process, CDBG budget, funding recommendations, and recommended action.

In response to Council Member Mounce, Ms. Clemons responded she wanted to present to Council both the recommendation of the Lodi Improvement Committee (LIC) and the recommendation of staff. LIC did not fund any graffiti abatement, so staff came up with an alternative plan. She stated that while LIC supports graffiti abatement and sees the value, they would like to see other funds used to pay for it.

Council Member Mounce stated that the immigration expansion program seems like a worthy project and it received a high score, so she suggested taking \$5,000 from the Community Partnership for Families and giving it to the immigration expansion project.

Mayor Pro Tempore Nakanishi concurred with Council Member Mounce; he stated he supports funding the graffiti abatement but felt the City should give \$5,000 to the immigration expansion program.

Council Member Mounce stated that she gets many phone calls from citizens regarding graffiti abatement and it is an important program, so she is concerned that if the City starts using General Fund dollars, the program will eventually go away.

Council Member Chandler concurred with Council Member Mounce and stated that he felt that this is a reasonable suggestion.

Mayor Kuehne stated that he supports staff's recommendation and asked that Council Member Mounce clarify her suggestion.

In response, Council Member Mounce stated that since LIC felt it was important to support the immigration expansion program, then she felt that it was important to support this for the Eastside; usually cities do not get that involved in immigration but she felt the City could give \$5,000 from the amount set aside for Community Partnership for Families to offer some relief for immigration.

Mayor Pro Tempore Nakanishi stated he would support the \$5,000 for this year but not next year.

In response to Mayor Kuehne, Ms. Clemons stated that the CARES act granted \$5 million nationwide; there is an initial allocation of \$380,000 through HUD, but there are no clear steps defined yet. She stated that the process will probably be similar to the CDBG process, so funding may come through a CDBG amendment after more community engagement. Funds must be expended by June 30, 2021, and like the current CDBG projects, CARE applicants will need to meet certain objectives.

Council Member Mounce moved to adopt a resolution approving the draft 2020/21 Annual Action Plan for the Community Development Block Grant Program as presented by staff, with the exception of \$5,000 being moved from the Community Partnership for Families allocation to the immigration expansion program; second by Council Member Chandler.

Ms. Clemons stated that staff has set a minimum allocation of \$10,000 due to the administration burden and suggested moving \$10,000 instead of \$5,000.

In response to Mayor Pro Tempore Nakanishi, Ms. Clemons stated she did not know if the immigration expansion program had applied for funding from other cities; most of the program's funding comes from the County and the State; and while the program functions beyond the City of

Lodi, any CDBG funds allocated would be tied to Lodi citizens.

Mayor Pro Tempore Nakanishi stated that Loel serves the City of Lodi more than the immigration expansion program and that \$10,000 is not reasonable.

Council Member Chandler concurred with Mayor Pro Tempore Nakanishi and withdrew his second on the motion.

Council Member Mounce withdrew her motion.

Mayor Kuehne opened the public hearing for public comment.

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

Council Member Chandler made a motion, second by Mayor Pro Tempore Nakanishi, to adopt Resolution No. 2020-79 approving draft 2020-21 Annual Action Plan for the Community Development Block Grant (CDBG) Program as recommended by staff.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Noes: None

Absent: None

ROLL CALL VOTE

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

H. Regular Calendar

H-1 Resolution Reaffirming Ratification of City Manager's Proclamation Finding the Existence of a Local Emergency and Rendering Certain Emergency Orders, Including an Increase Related to the Local Emergency in the City Manager's Contracting Authority for Services and Goods to a Maximum Amount of \$250,000 for the Duration of the Local Emergency (CA)

City Manager Schwabauer provided a brief introduction of the item. City Attorney Magdich explained that Council is being asked to reaffirm the ratification of the City Manager's proclamation finding the existence of a local emergency, including the increase in the City Manager's contracting authority.

Deputy City Manager Keys stated that the number of hours worked Citywide on COVID-19 response is included in the blue sheet, totaling 231 full-time weeks.

Council Member Mounce made a motion, second by Mayor Pro Tempore Nakanishi, to adopt Resolution No. 2020-80 reaffirming ratification of City Manager's proclamation finding the existence of a local emergency and rendering certain emergency orders, including an increase related to the local emergency in the City Manager's contracting authority for services and goods to a maximum amount of \$250,000 for the duration of the local emergency.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi,

and Mayor Kuehne
Noes: None
Absent: None

ROLL CALL VOTE

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

H-2 Adopt Resolution of Intention Approving an Amendment to the Contract Between the Board of Administration of the California Public Employees' Retirement System (PERS) and the City of Lodi and Introduce Ordinance Amending the Contract Between PERS and the City of Lodi With Regard to Providing Government Code Section 20516 (Employees Sharing Additional Cost) of One Percent for Local Miscellaneous Members in the International Brotherhood of Electrical Workers Group (HR)

City Manager Schwabauer introduced the item regarding an amendment to the contract with the Board of Administration of the California Public Employees System in regard to employees sharing an additional cost of one percent for Local Miscellaneous members of the International Brotherhood of Electrical Workers group.

Council Member Chandler made a motion, second by Council Member Mounce, to adopt Resolution No. 2020-81 of Intention approving an amendment to the contract between the Board of Administration of the California Public Employees' Retirement System (PERS) and the City of Lodi and introduce Ordinance No. 1976 amending the contract between PERS and the City of Lodi with regard to providing Government Code Section 20516 (employees sharing additional cost) of one percent for Local Miscellaneous Members in the International Brotherhood of Electrical Workers Group.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Noes: None

Absent: None

ROLL CALL VOTE

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

H-3 Appointment of Replacements for City Council Member Service on Various Boards, Committees, and Commissions (CLK)

City Manager Schwabauer provided an presentation regarding the need to appoint replacements for vacancies left on various boards and commissions following the passing of Council Member Johnson. Mayor Kuehne went through the list of vacancies and asked for volunteers or suggestions for each position.

Council Member Chandler made a motion, second by Council Member Mounce, to approve appointment of replacements for City Council Member service on various boards, committees, and commissions as shown:

City of Lodi Risk Oversight Committee - Council Member Chandler

Northern California Power Agency (Alternate) - Mayor Kuehne

San Joaquin County Solid Waste Management Task Force - Public Works Director Swimley

San Joaquin Joint Powers Authority - Mayor Kuehne

San Joaquin Partnership - Council Member Mounce
San Joaquin Regional Rail Commission - Mayor Kuehne (appointed by Rail Commission and ratified by Council)

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Noes: None

Absent: None

ROLL CALL VOTE

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

I. Ordinances – None

J. Adjournment

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

ATTEST:

Pamela M. Farris
Assistant City Clerk

**LODI CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, APRIL 15, 2020**

A. Call to Order / Roll Call

The Special City Council meeting of April 15, 2020, was called to order by Mayor Kuehne at 8:13 p.m.

Due to the COVID-19 pandemic and pursuant to Executive Order N-29-20, all Council Members participated in the meeting via teleconference and the meeting was available for viewing by the public via livestream at www.facebook.com/cityoflodi; the opportunity for public comment was available through councilcomments@lodi.gov.

Present: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Absent: None

Also Present: City Manager Schwabauer, City Attorney Magdich, and Assistant City Clerk Farris

B. Consent Calendar

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

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Noes: None

Absent: None

ROLL CALL VOTE

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

B-1 Set Public Hearing for May 6, 2020, to Consider Introducing an Ordinance to amend Title 17 – Development Code – of the Lodi Municipal Code, by Repealing and Reenacting the Following Lodi Municipal Code Sections: 17.18.020 – Purposes of Residential Zoning Districts; 17.20.030 – Commercial Zoning District Land Uses and Permit Requirements; 17.20.040 – Commercial District General Development Standards; and, 17.22.030 – Mixed Use Zoning Districts Land Uses and Permit Requirements (CD)

Set public hearing for May 6, 2020, to consider introducing an ordinance to amend Title 17 – Development Code – of the Lodi Municipal Code, by repealing and reenacting the following Lodi Municipal Code Sections: 17.18.020 – Purposes of Residential Zoning Districts; 17.20.030 – Commercial Zoning District Land Uses and Permit Requirements; 17.20.040 – Commercial District General Development Standards; and, 17.22.030 – Mixed Use Zoning Districts Land Uses and Permit Requirements.

C. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:15 p.m.

ATTEST:

Pamela M. Farris
Assistant City Clerk

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

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

ATTEST:

Pamela M. Farris
Assistant City Clerk



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for Wastewater Main Rehabilitation Program (Project No. 8) to Insituform Technologies, LLC, of Chesterfield, Missouri, (\$1,882,322), Authorizing City Manager to Execute Change Orders (\$400,000), and Authorizing City Manager to Execute Related Documents

MEETING DATE: May 6, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Wastewater Main Rehabilitation Program (Project No. 8) to Insituform Technologies, LLC, of Chesterfield, Missouri, in the amount of \$1,882,322, authorizing City Manager to execute change orders in an amount not to exceed \$400,000, and authorizing City Manager to execute related documents.

BACKGROUND INFORMATION: The Wastewater Main Rehabilitation Program is intended to systematically replace and repair existing wastewater infrastructure that has reached its useful life. This is the eighth project scheduled in this program.

In 2016, the City hired a consultant to perform a wastewater pipeline condition assessment. The assessment included the inspection of the City's larger wastewater pipelines and identified pipe segments in need of repair due to deteriorating pipe conditions. Staff uses the condition assessment results to prioritize rehabilitation of wastewater pipelines. Project No. 8 focuses on the 24-inch and 30-inch diameter wastewater trunklines within Century Boulevard, from Beckman Road to Church Street, as shown on Exhibit A.

Once completed, the project will improve the level of service associated with the wastewater system by increasing reliability, reducing risk of pipeline failures, and decreasing maintenance costs. As with previous phases of the project, staff is again recommending the use of trenchless methods of rehabilitation to minimize both surface disruption and costs.

Project No. 8 includes in-place (trenchless) rehabilitation of approximately 5,400 linear feet of 24-inch and 30-inch diameter wastewater main (including 100 linear feet of pipeline located under the Union Pacific Railroad), 800 linear feet of 36-inch diameter storm drain line, and the rehabilitation of approximately 19 manholes.

While most of the pipelines within the limits of Project No. 8 are located within the City right-of-way, there are pipeline crossings at the Caltrans's right-of-way (at Highway 99), Union Pacific Railroad right-of-way, and San Joaquin County right-of-way (at Beckman Road). The crossings require agency encroachment permits and/or agreements which either have been obtained by the City, or will be obtained by the contractor, as required by the project specifications. Staff recommends that the City Manager be authorized to execute all encroachment documents required by this project to keep the project schedule.

APPROVED: _____
Stephen Schwabauer, City Manager

The plans and specifications for this project were approved on February 5, 2020. The City received the following five bids for this project on April 1, 2020:

Bidder	Location	Base Bid	Above/(Below) Engineer's Estimate
Engineer's Estimate		\$2,216,124.00	
Insituform Technologies, LLC	Chesterfield, MO	\$1,882,322.00	(\$333,802.00)
Lamassu Utility Services, Inc.	Benicia	\$2,334,896.32*	\$118,772.32
K.J. Woods Construction	San Francisco	\$2,433,003.30*	\$216,879.30
McGuire and Hester	Sacramento	\$2,715,295.00	\$499,171.00
Express Sewer & Drain, Inc.	Rancho Cordova	\$2,871,740.00	\$655,616.00

*Corrected Amount

Staff recommends awarding contract for Wastewater Main Rehabilitation Program (Project No. 8) to Insituform Technologies, LLC, of Chesterfield, Missouri, in the amount of \$1,882,322, authorizing City Manager to execute change orders in an amount not to exceed \$400,000, and authorizing City Manager to execute related documents.

FISCAL IMPACT: Completing this project will reduce future maintenance costs and increase the performance and reliability of the wastewater system. This project will not impact the General Fund.

FUNDING AVAILABLE: Budgeted in Fiscal Year 2019/20:
 Wastewater Capital (53199000.77020) - \$2,600,000

Andrew Keys
 Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
 Public Works Director

Prepared by Jimi Billigmeier, Associate Civil Engineer
 CES/JB/tc
 Attachments

cc: Andrew Richle, Utilities Superintendent
 Travis Kahrs, Water Plant Superintendent

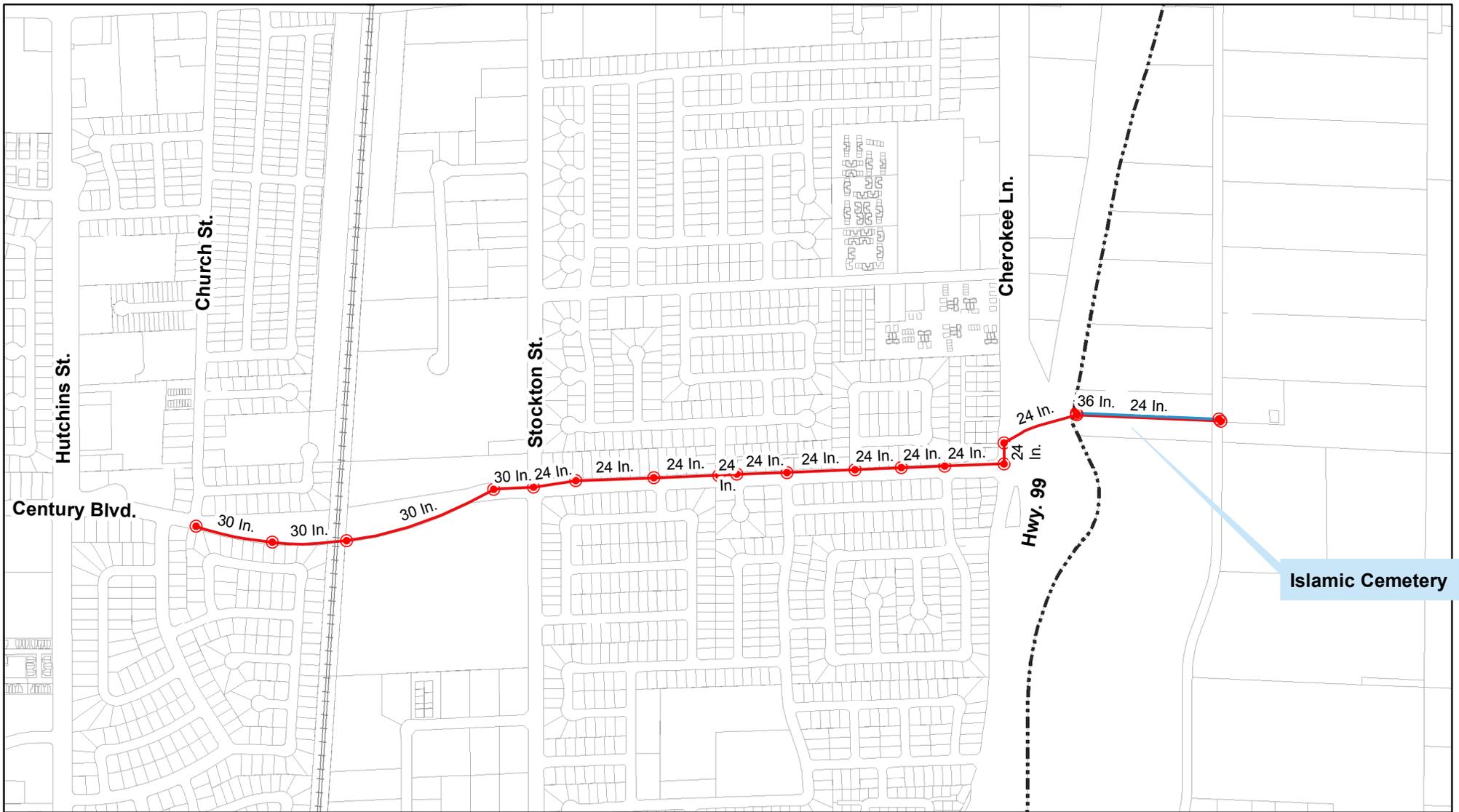


Exhibit A Wastewater Main Rehab Program Phase 8

- Rehab Utility Manholes
- Rehab Wastewater Lines
- Rehab Storm Drain Lines



**WASTEWATER MAIN REHABILITATION PROGRAM
PROJECT NO. 8**

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 INSITUFORM TECHNOLOGIES, LLC, a Delaware limited liability company, qualified to do business in California, herein referred to as the "Contractor."

W I T N E S S E T H :

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:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

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 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 Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, 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:

Perform the work necessary to provide trenchless rehabilitation of approximately 5,500 linear feet of existing 24-inch and 30-inch diameter wastewater trunk lines and 800 linear feet of existing 36-inch diameter storm drain line and all necessary work to facilitate rehabilitation including provision of a bypass pumping system, if required. This project also includes the rehabilitation of 17 wastewater manholes and 2 storm drain manholes and other incidental and related work, all as shown on the plans and specifications for the above project.

See Section 6-07 "Description of Bid Items" and Drawing No. D192 for additional information.

CONTRACT ITEMS

Item No.	Item Description	Unit	Qty	Unit Price	Total
1	Rehabilitate 24" Wastewater Pipe	LF	3,701	\$ 208.00	\$ 769,808.00
2	Rehabilitate 30" Wastewater Pipe	LF	1,723	\$ 295.00	\$ 508,285.00
3	Rehabilitate 36" Storm Drain	LF	803	\$ 324.00	\$ 260,172.00
4	Clean and Inspect Gravity Utility Pipe	LF	505	\$ 6.00	\$ 3,030.00
5	Protrusion Cutting	EA	20	\$ 428.00	\$ 8,560.00
6	Internal Lateral Reinstatement	EA	1	\$ 428.00	\$ 428.00
7	External Lateral Reinstatement (Open Cut)	EA	1	\$ 8,553.00	\$ 8,553.00
8	Point Repair (Open Cut)	EA	4	\$ 17,534.00	\$ 70,136.00
9	Standard Manhole Rehabilitation	EA	12	\$ 7,698.00	\$ 92,376.00
10	Drop Manhole Rehabilitation	EA	7	\$ 7,938.00	\$ 55,566.00
11	Install 48" Bypass Manhole (Allowance)	EA	6	\$ 13,568.00	\$ 81,408.00
12	Install Drop Manhole	EA	1	\$ 24,000.00	\$ 24,000.00

TOTAL \$1,882,322.00

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 and to establish lines and grades 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 specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **100 CALENDAR DAYS**.

ARTICLE IX - State of California Senate Bill 854 requires the following:

- No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.02 OF THE SPECIAL PROVISIONS. 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, a municipal corporation

By: _____
STEPHEN SCHWABAUER
City Manager

By: _____

Date: _____

Title

Attest:

PAMELA M. FARRIS
Assistant City Clerk

(CORPORATE SEAL)

Approved As To Form:

JANICE D. MAGDICH
City Attorney





February 20, 2020
Folder: 03185-42

J. BILLIGMEIER
CITY OF LODI
221 W. PINE STREET
LODI CA 95240

Re: Proposed Thirty (30) Inch RCP Wastewater Pipeline Crossing of Railroad Property at Mile Post 73.56 on the Fresno Subdivision/Branch at or near Lodi, San Joaquin County, California

J. Billigmeier:

Attached is an original of the agreement covering your use of the Railroad Company's right of way. Please print two copies, execute on your behalf and return ALL DOCUMENTS in one mailed package with a check for any payments required, as shown below to 1400 Douglas Street, Omaha, NE 68137-1690 Attn: Kylan Crawford.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity*.

- Payment in the amount of **Seven Thousand Three Hundred Thirty Dollars (\$7,330.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 03185-42 noted on that document**. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at KDCRAWFO@up.com.

Sincerely,

Kylan Crawford
Sr Mgr Real Estate Contracts

PIPELINE CROSSING AGREEMENT

Mile Post: 73.56, Fresno Subdivision
Location: Lodi, San Joaquin County, California

THIS AGREEMENT (“Agreement”) is made and entered into as of February 20, 2020, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **CITY OF LODI**, to be addressed at 221 W. Pine Street, Lodi, California 95240 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate a thirty (30) inch RCP wastewater pipeline crossing only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Lodi, San Joaquin County, State of California ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated February 07, 2020, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for a thirty (30) inch RCP wastewater pipeline crossing, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Seven Thousand Three Hundred Thirty Dollars (\$7,330.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by

operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Folder No. 03185-42)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF LODI
221 W. Pine Street
Lodi, California, 95240

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF LODI

By: _____

By: _____

Kylan Crawford
Sr Mgr Real Estate Contracts

Name Printed: Stephen Schwabauer

Title: City Manager

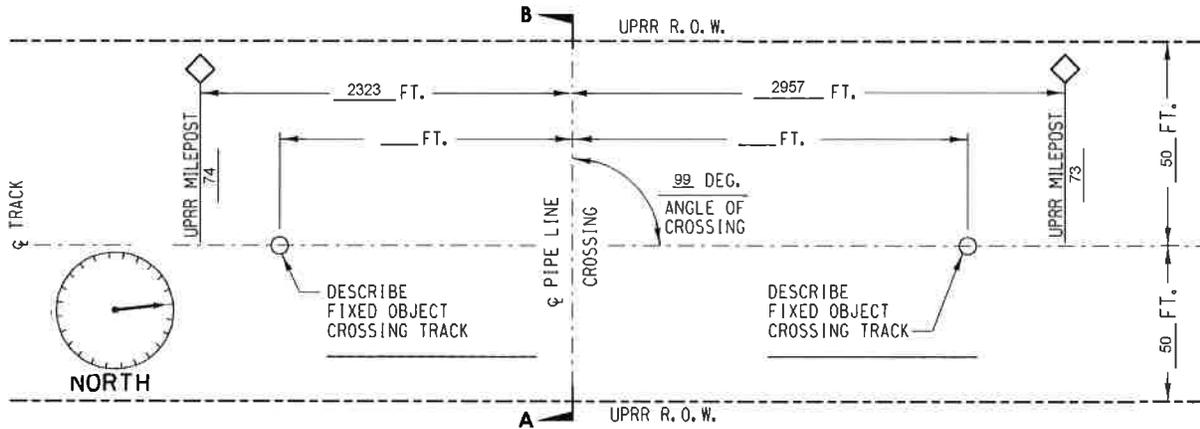
Approved as to Form:

JANICE D. MAGDICH
City Attorney

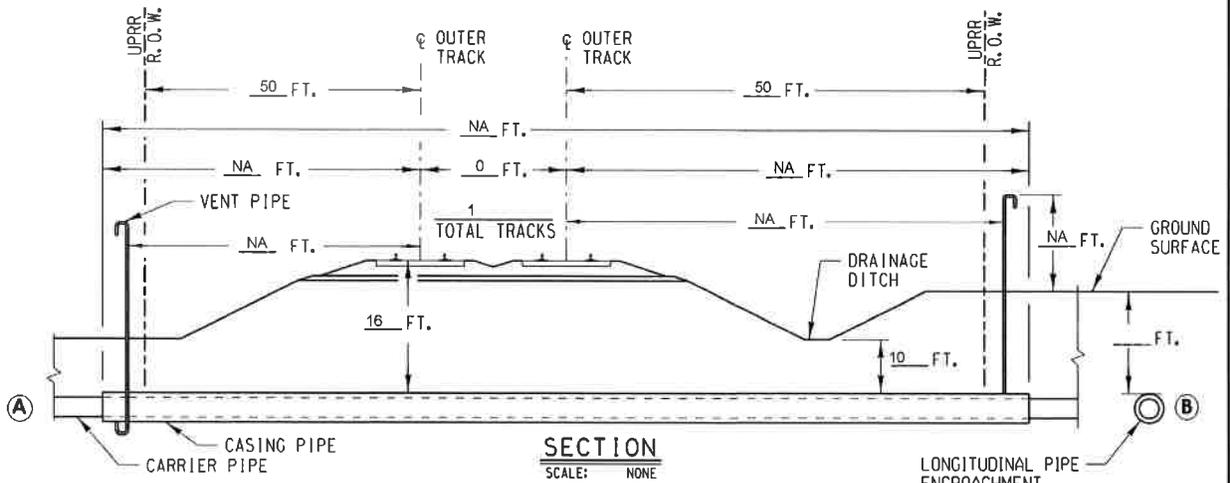


NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



PLAN
SCALE: NONE



SECTION
SCALE: NONE

- NOTES:
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION NA, REHABILITATING EXISTING PIPELINE _____
 B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
 C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
 D) CARRIER MATERIAL RCP _____. IF RCP, CLASS V? NA _____.
 COMMODITY TO BE CONVEYED WASTEWATER _____.
 OPERATIONAL PRESSURE 6 ____ PSI. MAOP 6 ____ PSI.
 WALL THICKNESS (INCH)/ SCHEDULE 0 _____. DIAMETER 30 ____ IN.
 CATHODIC/COATING PROTECTION NO _____.
 E) CASING MATERIAL NA _____. IF RCP, CLASS V? NA _____.
 TOTAL LENGTH CASING PIPE: NA ____ FT.
 WALL THICKNESS NA ____ IN. DIAMETER NA ____ IN.
 CATHODIC/COATING PROTECTION NA _____.
 CASING PIPE IS NA ____ AT THE ENDS.
 F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES NA ____ AND NA ____.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: Fresno Sub.	
TRACK TYPE: MAINLINE	
M.P.: 73.56	LAT.: 38.1075
E.S.M.: 1680+59	LONG.: -121.27361111
NEAREST CITY: LODI	COUNTY: SAN JOAQUIN
STATE: CA	
APPLICANT: CITY OF LODI	
FILE NO.: 0318542	DATE: 2/7/2020

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

Union Pacific Current Safety Requirements

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad

Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;

3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith ;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment

Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in

connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this

Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

**WASTEWATER MAIN REHABILITATION PROGRAM
PROJECT NO. 8**

**CONTRACT SURETY BOND
(Labor and Materials)**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the CITY OF LODI, a municipal corporation, hereinafter designated "Beneficiary", and INSITUFORM TECHNOLOGIES, LLC, a Delaware limited liability company, qualified to do business in California, hereinafter designated "Principal", have entered into a contract for the construction of "Wastewater Main Rehabilitation Program Project No. 8," (the "Contract") which Contract is on file in the office of the Public Works Director of the City of Lodi, reference to which is hereby made, and which is hereby incorporated herein and made a part hereof; and

WHEREAS, said Principal has agreed and is obligated by the terms of said Contract to do and perform certain work and to discharge and perform and carry out certain other obligations in said Contract in accordance with the terms and provisions of said Contract, with the plans and specifications adopted therefor and incorporated therein and now on file with and in the office of the Public Works Director of the City of Lodi, and with all applicable ordinances, rules and regulations of the City of Lodi; and

WHEREAS, under the terms of the Contract, and section 9550(a) of the California Civil Code (the "Civil Code"), Principal is required, to file a good and sufficient payment bond with the City of Lodi for labor performed and materials furnished for the aforesaid work and to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code with respect to such work;

NOW THEREFORE, we, said Principal, as Principal, and _____

_____, a corporation, duly organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Lodi and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, said persons collectively referred to hereinafter as "Beneficiaries", in the sum of One million, eight hundred eighty-two thousand, three hundred twenty-two and 00/100 Dollars (\$1,882,322.00) lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Lodi in enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Principal or Principal's subcontractors shall fail to pay for any materials or supplies used in, upon, for, or about the performance of the aforesaid work under the aforesaid Contract, or for any work or labor of any kind thereon, or for any sums of money due under the Unemployment Insurance Act of the State of California with respect to such work or labor, or for any sums of money due persons entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code with respect to such materials, supplies, work, or labor, the aforesaid Surety will pay in full the claims of all claimants, the same in an amount not to exceed the sum of this bond specified above, and also in case suit is brought upon this bond, will pay in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Beneficiaries in enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in any judgment therein rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the plans and specifications accompanying the same shall in anywise affect its obligation on this bond, and it hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the plans and specifications.

Surety, by the execution of this bond, represents and warrants that Surety is an "admitted surety insurer" as defined in California Code of Civil Procedure section 995.120(a), that this bond has been duly executed by said Principal with proper authority, and Surety hereby waives any defense which it might have by reason of any failure of Principal to properly execute this bond.

In the event suit is brought upon this bond and judgment is recovered by Beneficiaries, Principal and Surety, jointly and severally, shall be liable to Beneficiaries for court costs and for reasonable attorney's fees as an additional obligation under this bond.

IN WITNESS WHEREOF, this bond has been executed by the aforesaid Principal and Surety on _____.

SURETY:

PRINCIPAL:

NAIC No. _____

By: _____

By: _____

Agent

(CORPORATE SEAL)

Address

Address

APPROVED AS TO FORM:

Janice D. Magdich, City Attorney



**WASTEWATER MAIN REHABILITATION PROGRAM
PROJECT NO. 8**

**CONTRACT SURETY BOND
(Faithful Performance)**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the CITY OF LODI, a municipal corporation, hereinafter designated "Beneficiary", and INSITUFORM TECHNOLOGIES, LLC, a Delaware limited liability company, qualified to do business in California, hereinafter designated "Principal", have entered into, each with the other, a contract for the construction of "Wastewater Main Rehabilitation Program Project No. 8," (the "Contract") which Contract is on file in the office of the Public Works Director of the City of Lodi, reference to which is hereby made, and which is hereby incorporated herein and made a part hereof, and

WHEREAS, said Principal has agreed and is obligated by the terms of said Contract to do and perform certain work, guarantee said work for a period of one year, and to discharge and perform and carry out certain other obligations in said Contract in accordance with the terms and provisions of said Contract, with the plans and specifications adopted therefor and incorporated therein and now on file with and in the office of the Public Works Director of the City of Lodi and with all applicable ordinances, rules and regulations of the City of Lodi, and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for faithful performance of said Contract,

NOW, THEREFORE, we, said Principal, as Principal, and _____, (a Corporation, company, etc.), duly organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of California, as Surety, are held and firmly bound to said Beneficiary in the sum of One million, eight hundred eighty-two thousand, three hundred twenty-two and 00/100 Dollars (\$1,882,322.00), lawful money of the United States of America, to be paid to said Beneficiary, for the payment of which sum well and truly to be made we and each of us bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above-bounden Principal, or Principal's successors or assigns, shall in all things stand to and abide by and well and truly keep and perform each and all of the covenants, terms, conditions and obligations in said Contract on the Principal's part to be kept and performed, and any and all alterations thereof made as therein provided at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall release, defend, hold harmless and indemnify Beneficiary and its officers, employees and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified thereof, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Lodi in enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the plans and specifications accompanying the same shall in anywise affect its obligation

on this bond, and it hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the plans and specifications.

Surety, by the execution of this bond, represents and warrants that Surety is an "admitted surety insurer" as defined in California Code of Civil Procedure section 995.120(a), that this bond has been duly executed by said Principal with proper authority, and Surety hereby waives any defense which it might have by reason of any failure of Principal to properly execute this bond.

In the event suit is brought upon this bond and judgment is recovered by Beneficiary, Principal and Surety, jointly and severally, shall be liable to Beneficiary for court costs and for reasonable attorney's fees.

IN WITNESS WHEREOF, this bond has been executed by the aforesaid Principal and Surety on _____.

SURETY:

PRINCIPAL:

NAIC No. _____

By: _____

By: _____

Agent

(CORPORATE SEAL)

Address

Address

APPROVED AS TO FORM:

Janice D. Magdich, City Attorney



RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING CONTRACT FOR WASTEWATER MAIN
REHABILITATION PROGRAM (PROJECT NO. 8) TO
INSITUFORM TECHNOLOGIES, LLC, OF
CHESTERFIELD, MISSOURI, AUTHORIZING CITY
MANAGER TO EXECUTE CHANGE ORDERS, AND
AUTHORIZING CITY MANAGER TO EXECUTE
RELATED DOCUMENTS

=====

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 April 1, 2020, at 11:00 a.m., for the Wastewater Main Rehabilitation Program, Project No. 8, described in the plans and specifications therefore approved by the City Council on February 5, 2020; and

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

Bidder	Location	Base Bid	Above/(Below) Engineer's Estimate
Engineer's Estimate		\$2,216,124.00	
Insituform Technologies, LLC	Chesterfield, MO	\$1,882,322.00	(\$333,802.00)
Lamassu Utility Services, Inc.	Benicia	\$2,334,896.32*	\$118,772.32
K.J. Woods Construction	San Francisco	\$2,433,003.30*	\$216,879.30
McGuire and Hester	Sacramento	\$2,715,295.00	\$499,171.00
Express Sewer & Drain, Inc.	Rancho Cordova	\$2,871,740.00	\$655,616.00

*Corrected Amount

WHEREAS, staff recommends awarding the contract for Wastewater Main Rehabilitation Program (Project No. 8) to Insituform Technologies, LLC, of Chesterfield, Missouri, in the amount of \$1,882,322; and

WHEREAS, staff also recommends authorizing the City Manager to execute change orders in an amount not to exceed \$400,000; and

WHEREAS, staff further recommends authorizing the City Manager to execute related documents necessary for the completion of this project.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for Wastewater Main Rehabilitation Program (Project No. 8) to Insituform Technologies, LLC, of Chesterfield, Missouri, in the amount of \$1,882,322; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize City Manager to execute change orders in an amount not to exceed \$400,000; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize City Manager to execute related documents necessary for the completion of this project; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: May 6, 2020

=====

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 6, 2020 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

2020-_____



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Diede Construction, Inc., of Woodbridge, for Operations and Maintenance Services of Central Plume PCE/TCE Remedial Sites (\$171,656), and Appropriating Funds (\$171,656)

MEETING DATE: May 6, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement with Diede Construction, Inc., of Woodbridge, for operations and maintenance services of Central Plume PCE/TCE remedial sites, in the amount of \$171,656, and appropriating funds in the amount of \$171,656.

BACKGROUND INFORMATION: The City currently has two Central Plume TCE/PCE cleanup sites, located at 211 West Oak Street (Site No. 1) and 531 South Church Street (Site No. 2). Site No. 1 has the soil vapor and groundwater extraction and granular activated carbon (GAC) treatment units. Site No. 2 has the groundwater GAC treatment units. The Central Plume Source Area is bounded by Pine Street, Oak Street, Church Street, and Pleasant Avenue.

The cleanup effort at Site No. 1 is complete. Staff is currently in the process of decommissioning Site No.1 with the State Water Board. Site No. 2 construction was completed in 2018 and continues to perform groundwater cleanup operations.

Diede Construction, Inc., of Woodbridge, has been in contract with the City since 2011 to operate, perform maintenance, collect monthly samples to be analyzed, replace spent GAC in the treatment units, and perform other related duties as specified in the service agreement at both cleanup sites. The proposed Professional Services Agreement also includes estimated labor and material costs for unforeseen repairs which are not part of the normal operation and maintenance of the units.

Staff recommends authorizing City Manager to execute Professional Services Agreement with Diede Construction, Inc., of Woodbridge, for operations and maintenance services of Central Plume PCE/TCE remedial sites, in the amount of \$171,656, and appropriating funds in the amount of \$171,656.

FISCAL IMPACT: Capital and Operations funding for these facilities was anticipated in the current water rate. This project does not impact the General Fund.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE: Requested Appropriation:
Central Plume Settlement Funds (59099000.77020): \$171,656

Andrew Keys
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Lyman Chang, Deputy Public Works Director/City Engineer
CES/LC/tc
Attachment

cc: Utility Superintendent
Public Works Management Analyst
Diede Construction

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and DIEDE CONSTRUCTION, INC., a California corporation (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for Central Plume Year Ten operation, maintenance, sampling and reporting services, as required by the Regional Water Quality Control Board (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 June 1, 2020 and terminates upon the completion of the Scope of Services or on May 31, 2021, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Prevailing Wage

The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

Section 3.3 Contractor Registration – Labor Code §1725.5

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 3.4 Method of Payment

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

Section 3.5 Costs

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

Section 3.6 (AB 626) Public Contract Code Section 9204 – Public Works Project Contract Dispute Resolution Procedure

Section 9204 of the California Public Contract Code (the "Code") provides a claim resolution process for "Public Works Project" contracts, as defined, which is hereby incorporated by this reference, and summarized in the following:

Definitions:

"Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under a contract for a Public Works Project.

(B) Payment of money or damages arising from work done by, or on behalf of, a contractor pursuant to a contract for a Public Works Project and payment for which is not otherwise expressly provided or to which a claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the City.

"Public Works Project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

Claim Resolution Process:

(1) All Claims must be properly submitted pursuant to the Code and include reasonable documentation supporting the Claim. Upon receipt of a Claim, the City will conduct a reasonable review, and within a period not to exceed 45 days, will provide the claimant a written statement identifying the disputed and undisputed portions of the Claim. The City and contractor may, by mutual agreement, extend the time periods in which to review and respond to a Claim. If the City fails to issue a written statement, paragraph (3) applies.

Any payment due on a portion of the Claim deemed not in dispute by the City will be processed and made within 60 days after the City issues its written statement.

(2) If the claimant disputes the City's response, or if the City fails to respond to a Claim within the time prescribed in the Code, the claimant may demand in writing, by registered mail or certified mail, return receipt requested, an informal conference to meet and confer for settlement of the issues in dispute, which will be conducted within 30 days of receipt.

If the Claim or any portion thereof remains in dispute after the meet and confer conference, the City will provide the claimant a written statement, within 10 business days, identifying the remaining disputed and undisputed portions of the Claim. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the City issues its written statement. Any disputed portion of the Claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, as set

forth in the Code, unless mutually waived and agreed, in writing, to proceed directly to a civil action or binding arbitration, as applicable.

(3) A Claim that is not responded to within the time requirements set forth in the Code is deemed rejected in its entirety. A Claim that is denied by reason of such failure does not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by the Code will bear interest at 7 percent per annum.

(5) Subcontractors or lower tier subcontractors that lack legal standing or privity of contract to assert a Claim directly against the City, may request in writing, on their behalf or the behalf of a lower tier subcontractor, that the contractor present a Claim to the City for work performed by the subcontractor or lower tier subcontractor. The request shall be accompanied by reasonable documentation to support the Claim. Within 45 days of receipt of such written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the Claim to the City and, if the original contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

The Claim resolution procedures and timelines set forth in the Code are in addition to any other change order, claim, and dispute resolution procedures and requirements set forth in the City contract documents, to the extent that they are not in conflict with the timeframes and procedures the Code.

Section 3.7 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Lyman Chang

To CONTRACTOR: Diede Construction, Inc.
 P.O. Box 1007
 Woodbridge, CA 95259
 Attn: Brett Diede

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

PAMELA M. FARRIS
Assistant City Clerk

STEPHEN SCHWABAUER
City Manager

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

DIEDE CONSTRUCTION, INC., a California corporation

TC
AD

By: _____

By: _____
Name: STEVEN L. DIEDE
Title: President

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

Funding Source: 59099000.77020
(Business Unit & Account No.)

Doc ID:WP\Projects\PSAs\2020\Diède Central Plume Year 10 PSA.doc

CA:Rev.02.2017

Permits, Certificates, Laws and Ordinances The Contractor and all subcontractors shall have a valid State Contractor's license issued by the State of California and registered with DIR and at their own expense procure all permits, certificates and licenses required of them for the execution of their work. They shall comply with all federal, state or local laws, agencies, ordinances or rules and regulations relating to the performance of the work. Reference is made to the State of California Department of Water Resources Bulletins No. 74 and 74-5.

The Contractor shall be responsible for furnishing all tests, and filing of the logs as required by law except as noted in these Special Provisions.

Operations And Maintenance

This item shall include all appropriate labor, materials, tools, and equipment to provide operation and maintenance to the TCE/PCE soil-vapor/groundwater extraction site at the following locations:

1. 211 W Oak Street (Site 1) – Bi-monthly visit
2. 531 S Church Street (Site 2) – Bi-monthly visit

The work shall include but not limited to the followings:

Prepare reports and recommend changes to system operations
 Evaluate performance and effectiveness of system
 Compliance with policies and regulations
 Interpretation of process monitoring data
 Verification that discharge standards are being achieved
 Compare design parameters with actual parameters
 Collection and reporting of accurate and reliable data
 Review and record changes to process monitoring
 Furnish and change out filter bags
 Check system operation and clear alarms
 Check for leaks in the treatment system
 Collect and analysis of samples from groundwater treatment system
 Change GAC lead/lag plumbing connections
 Check site enclosure for damages or tampering and perform minor repair
 Keep treatment site clean and remove trash from site
 Check sump pump operation and clean sump if necessary
 Check electrical component for proper operation of the site
 Check all gauges for proper operation

The (per month) fee for Operation and Maintenance shall be based upon providing the above mentioned tasks as required, and no additional compensation will be allowed.

Groundwater Sampling and Analysis

The contractor shall provide all labor, materials, tools and equipment to gather, package, transport, analyze, properly dispose of, and provide report of results for each groundwater treatment system sample. The samples shall be tested as per method 8260B at an approved laboratory. Typically a grouping of:

Site 2 only

1 influent and effluent sample per month from month

will be taken during a M&O visit. The number of samples is an estimate and may change as required by the engineer or other controlling agencies. Whether the sample gathering coincides with M&O visits or is accomplished by the same personnel is up to the economies of the Contractor. The contract price paid for sampling and analysis shall be considered as included in the price paid for Operation and Maintenance and shall include full compensation for doing all the work defined above and no additional compensation will be allowed.

Provide Analytical Results and Field Measurements to Engineer

As detailed in the M&O Manuals for either the Ground Water Extraction (GWE) or the Soil Vapor Extraction (SVE) units, the Contractor shall provide field data and measurements, and sample analysis results to the City's consulting engineer, Civil Hydro Tech. At this point, the information may be transmitted by hard copy or electronically; no specialized computer programs will be required to process and deliver the results.

The contract price paid for each (monthly) transmittal of analytical results and field measurements shall be considered as included in the price paid for Operation and Maintenance and shall include full compensation for providing all labor, materials, tools and equipment and no additional compensation will be allowed.

Utilities – Information Only

Electrical, sewer, storm drain, natural gas, telephone and other related monthly utility charges that may be applicable to the operation of the GWE and SVE units will be paid directly by the City.

Granular Activated Carbon (GAC) (Liquid Phase) / Granular Activated Carbon (Vapor Phase)

The Contractor shall provide a price per pound for GAC for both the liquid phase and vapor phase treatment units. Typically, the liquid phase change out of spent carbon will be for one (1) 2,000 pound vessel (Church & Tokay site) and the vapor phase will be for one (1) 8,000 pound vessel at a time. Several "change outs" may be required in the first year.

The contract price paid per pound for GAC (liquid phase) and GAC (vapor phase) shall include all labor, materials, tools, equipment, replacement carbon (GAC), documentation of and proper disposal of or regeneration of spent carbon, transportation to change out spent carbon, and supply new or regenerated GAC matching the specifications of the engineer and no additional compensation will be allowed.

Non-Routine Maintenance and Repairs

Non-routine maintenance shall be defined as mechanical, electrical or site repairs that are not covered by items or sections in the M&O Manual. The Contractor shall provide to the City, on an approved call out basis, appropriately trained craftsmen to assess the repairs required, determine the most advantageous method to complete the work, and then report back to the Contractor and the City for approval and direction. There are no minimum hours on call outs, and billable hours are only hours on the job and do not include travel time as billable hours. **The amount paid shall be equal to the prevailing wage rate for the category of labor, burden, direct cost of parts and/or materials used, sales tax; and a total 15% markup.**

The 40 hours labor charge and \$100,000 material cost shown on the proposal are estimated amount and contractor will be paid by the actual work billed.

The contract price paid (per hour) for non-routine maintenance and repairs shall include full compensation for furnishing all labor, tools, and equipment required to assess the needed repairs, make the repairs, if possible, and or record a course of action for repairs, and no further compensation will be allowed.

Waste Disposal (Knockout Drum Water)

The contract price paid per gallon for disposal of knockout drum water shall include full compensation for collection, transportation, documentation and proper disposal of water accumulated in the 500-gallon knockout storage drum as detailed in the M&O Manual and as required by the operator of the treatment system, and no additional compensation will be allowed.

GAC Vapor Sampling and Testing by TO15

The Contractor shall provide all labor, materials, tools and equipment to gather, package, transport, analyze, properly dispose of, and provide report of results for each vapor sample. The samples shall be tested as per method TO15 at an approved laboratory.

Site 1 only

4 samples per month, to be taken during one of the bi-monthly visit

The number of samples is an estimate and may change, including re-sample as required by the engineer or other controlling agencies. The contract price paid per sample shall be considered as included in the price paid for Operation and Maintenance and shall include full compensation for performing the work as described above and no additional compensation will be allowed.

Subcontractor List

Operations, Maintenance, Sampling and Reporting:
WGR Southwest, Inc.
11780 N Hwy. 99
Lodi, CA 95240

Granular Activated Carbon:
Baker Corp
2700 California Avenue
Pittsburg, CA 94565

Central Plume Year 10 2020
Diede Construction Inc

Item	Description	Qty	Unit	\$ / Unit	Scheduled Value
1	Insurance	1	LS	\$ 13,900.00	\$ 13,900.00
2	Church & Tokay Operation and Maintenance	12	MONTH	\$ 1,380.00	\$ 16,560.00
3	Sample Analysis	36	SAMPLE	\$ 295.00	\$ 10,620.00
4	Reporting	12	MONTH	\$ 1,058.00	\$ 12,696.00
5	Non-Routine Service (Labor Only)	40	HR	\$ 195.00	\$ 7,800.00
6	Non-Routine Service (Material), Estimated Allowance	1	ALLOW	\$ 100,000.00	\$ 100,000.00
7	Granular Activated Carbon	2000	LBS	\$ 5.04	\$ 10,080.00
	Total				\$ 171,656.00



EXHIBIT C

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

Insurance Requirements for Contractor

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the Consultant's profession, with limits not less than **\$5,000,000** per occurrence or claim.

Other Insurance Provisions:

- (a) **Additional Named Insured Status**
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used
- (b) **Primary and Non-Contributory Insurance Endorsement**
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) **Waiver of Subrogation** Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

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

- (d) **Severability of Interest Clause**
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
- (e) **Notice of Cancellation or Change in Coverage Endorsement**
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

- (f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**
- (i) Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (j) Insurance Limits
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.
- (k) Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors
- (l) Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- (m) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE
PROFESSIONAL SERVICES AGREEMENT WITH DIEDE
CONSTRUCTION, INC., OF WOODBRIDGE, FOR
OPERATIONS AND MAINTENANCE SERVICES OF THE
CENTRAL PLUME PCE/TCE REMEDIAL SITES, AND
APPROPRIATING FUNDS

=====

WHEREAS, the City currently has two Central Plume TCE/PCE cleanup sites located at 211 West Oak Street (Site No. 1), and 531 South Church Street (Site No. 2); and

WHEREAS, Diede Construction, Inc., of Woodbridge, has been in contract with the City since 2011 to operate, perform maintenance, collect monthly samples to be analyzed, replace spent GAC in the treatment units, and perform other related duties as specified in the service agreement at both cleanup sites; and

WHEREAS, staff recommends authorizing the City Manager to execute a Professional Services Agreement with Diede Construction, Inc., of Woodbridge, for operations and maintenance services of the Central Plume PCE/TCE Remedial Sites, in the amount of \$171,656; and

WHEREAS, staff also recommends that the City Council appropriate funds in the amount of \$171,656, from the fund balance of Central Plume Settlement Funds (59099000.77020) for fiscal year 2019/20.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Diede Construction, Inc., of Woodbridge, for operations and maintenance services of the Central Plume PCE/TCE Remedial Sites referenced above, in the amount of \$171,656; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize an appropriation of funds for the operations and maintenance services of the Central Plume PCE/TCE Remedial Sites in the amount of \$171,656, as set forth above; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: May 6, 2020

=====

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 6, 2020 by the following vote:

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

PAMELA M. FARRIS
Assistant City Clerk

2020-_____



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Global Labs, Inc., of El Dorado Hills, for Laboratory Services (\$150,000)

MEETING DATE: May 6, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement with Global Labs, Inc., of El Dorado Hills, for laboratory services, in the amount of \$150,000.

BACKGROUND INFORMATION: The City of Lodi's water, wastewater, and stormwater facilities are operated under various permits issued and regulated by the State of California. Each permit requires a diverse comprehensive monitoring program that contains a variety of specific water quality analysis performed at varied frequencies. While some of the analyses can be completed by the City's certified laboratory, located at the White Slough Water Pollution Control Facility, some samples must be measured at concentrations as low as a few parts per trillion, requiring a laboratory with appropriately qualified staff and very specialized equipment. Global Labs, Inc. is a highly qualified laboratory services company that has demonstrated their ability to meet the City of Lodi's laboratory service needs.

Staff recommends authorizing City Manager to execute Professional Services Agreement with Global Labs, Inc., of El Dorado Hills, for laboratory services, in the amount of \$150,000.

FISCAL IMPACT: Funds for the laboratory services are budgeted in the Water/Wastewater Operations and Watershed Education budgets. This project will not impact the General Fund.

FUNDING AVAILABLE: Fiscal Year 2019/20 Budget:

Water Production Operating Fund (56052003)
 Water Plant Operating Fund (56052005)
 Wastewater Plant Operating Fund (53053003)
 Storm Water Maintenance Fund (53053005)

 Andrew Keys
 Deputy City Manager/Internal Services Director

 Charles E. Swimley, Jr.
 Public Works Director

Prepared by Travis Kahrs, Water Plant Superintendent
 CES/TK/trw
 Attachment

APPROVED: _____
 Stephen Schwabauer, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and CALIFORNIA LABORATORY SERVICES, dba GLOBAL LABS, INC, a California corporation (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

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

**ARTICLE 2
SCOPE OF SERVICES**

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on May 1, 2020 and terminates upon the completion of the Scope of Services or on April 30, 2023, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional two (2) one (1)-year extensions; provided, City gives Contractor no less than thirty (30) days

written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed five (5) years.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and

inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Travis Kahrs

To CONTRACTOR: Global Labs, Inc.
 3249 Fitzgerald Road
 Rancho Cordova, CA 95742
 Attn: Scott Furnas

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's

fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

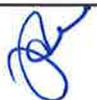
JENNIFER M. FERRAIOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

APPROVED AS TO FORM:

JANICE D. MAGDICH, City Attorney

CALIFORNIA LABORATORY
SERVICES, dba GLOBAL LABS, INC., a
California corporation

By: _____


By: _____
Name: SCOTT FURNAS
Title: President

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

Funding Source: 56052003.72450, 56052005.72450, 53053003.72450, 53053005.72450
(Business Unit & Account No.)



**CALIFORNIA
LABORATORY
SERVICES**
Committed. Responsive. Flexible.

Exhibit A

3249 Fitzgerald Road, Rancho Cordova, CA - 95742 - 1-800-638-7301 / Fax: (916) 638-4510

www.californialab.com

ELAP # 1233; SB #2916; NAICS 541380

DEAR CLIENT,

CALIFORNIA LABORATORY SERVICES (C.L.S. Laboratories, Inc.) is a well-established, *environmental laboratory* committed to providing the environmental industry with high-quality analytical testing services. Our laboratory is located in Rancho Cordova, CA. Our laboratory performs work under **State certification programs** and we are certified in the State of California through the Department of Public Health, Environmental Laboratory Accreditation Program. Our laboratory performs organic, inorganic & bacteriological analyses of:

- **Drinking Water**
- **Waste water**
- **Solid waste**
- **Soil**
- **Petroleum fuels**
- **Sludge & Hazardous Waste**

Founded in 1982, our facility encompasses over 16,000 square feet of lab space, housing high-resolution instrumentation and highly trained chemists. We are also positioned to offer your company a wide range of first class environmental analytical chemistry that satisfies State and Federal regulations such as:

▪ **CCR Title 22 Drinking Water** ▪ **CERCLA (Superfund)** ▪ **NPDES Permits** ▪ **UST Sites** ▪ **RCRA** ▪ **EPA**

California Laboratory Services is determined to help you succeed. With that in mind, we will provide you with the **highest quality standards** and **legally defensible data** that are technically valid and scientifically sound to satisfy government requirements and meet all your project goals.

QA/QC PROGRAM

Our **QA/QC** objectives are designed to ensure *reliability* and *repeatability* of analytical chemical data. In order to ensure integrity of data, our instruments are routinely calibrated and our chemists undergo periodical audits, ethics, proficiency testing and training reviews to guarantee that the analytical procedures, rules and regulations set forth in our **Quality Assurance Manual** and **Standard Operating Procedures** are meticulously followed.

ANALYSIS REPORTING OPTIONS

We utilize Promium's Element Laboratory Information Management System [**LIMS**] for all our laboratory data management operations, including final report generation and **electronic data deliverables (EDD)**. The reports for the analysis of your samples can be **customized to your specifications** and can be delivered to you via email in PDF format. In addition, we offer various other formats such as Excel, CSV, XLM, FoxPro, Access, WaterTrax, Geotracker and many others.

TURN-AROUND TIME (TAT)

We have a standard 5-business day TAT. However, to help you reach your goals in a timely manner we offer you the option of same day or 24, 48, 72 & 96-hour TAT's. Please contact our Client Service Representatives for more information.

CLIENT SERVICES

For immediate response to any of our laboratory services and prices, please contact one of our sales team members in the area. Rancho Cordova, CA: **1-800-638-7301**.

THANK YOU FOR LETTING US SERVE YOU



CALIFORNIA LABORATORY SERVICES

Committed. Responsive. Flexible.

PRICE LIST-Effective 1/1/20 - 12/31/20

I. ORGANIC ANALYSIS	MATRIX	METHOD	UNIT PRICE
GC-GC/MS VOLATILES:			
1,2,3 TCP	Water	SRL 524-TCP	75
EDB and/or DBCP	Water/Soil	EPA 504/624/8260B	75
GC/MS Semi-volatile Organics	Water/Soil/Other	EPA 625/8270	245
GC/MS Volatile Organics	Water/Soil/Other	EPA 524/624/8260B	110
EtoH/MeOH/Alcohols	Water/Soil	EPA 8015	90
Trihalomethanes	Water	EPA 524/624	90
TPH-G + VOC	Water/Soil/Other	EPA 8015M/8260B	135
PETROLEUM FUELS:			
5 Oxygenates (DIPE,ETBE,MTBE,TAME,TBA)	Water/Soil	EPA 8260B	50
7 Oxygenates (DIPE,ETBE,MTBE,TAME,TBA, EtOH,MeOH)	Water/Soil	EPA 8015/8260B	125
n-Hexane Extractable Material (Oil & Grease)	Water/Soil	EPA 1664A	60
n-Hexane Extractable Material, w/SGT (TRPH)	Water/Soil	EPA 1664A w/SGT	65
TPH (Gasoline and BTEX)	Water/Soil	EPA 8015M/8260B	45
TPH (Gasoline and BTEX/MTBE)	Water/Soil	EPA 8015M/8260B	50
TPH (Gasoline)	Water/Soil	EPA 8015M/8260B	35
TPH Extractables (Diesel/Oil)	Water/Soil	EPA 8015M	55
GC/HPLC SEMI-VOLATILES:			
Acrolein & Acrylonitrile	Water/Soil	EPA 8260	110
Formaldehyde	Water	EPA 8315	195
Formaldehyde	Soil	EPA 8315	350
Phenols	Water/Soil	EPA 625/8270	175
Phthalate Esters	Water/Soil	EPA 625/8270	175
Polynuclear Aromatic Hydrocarbons	Water/Soil	EPA 610/8270/8310	175
PCBs:			
Polychlorinated Biphenyls (PCBs)	Water	EPA 508/608/8082	60
Polychlorinated Biphenyls (PCBs)	Oil/Soil/Wipe	EPA 8082	55
PESTICIDES/HERBICIDES:			
Prowel	Water/Soil	EPA 8081A	200
Chlorophenoxyacid Herbicides	Water/Soil	EPA 615/8151A	195
Organochlorine Pesticides	Water/Soil	EPA 508/608/8081A	86
Organophosphorus Pesticides	Water/Soil	EPA 614/8141	165
Pesticides and PCBs	Water/Soil	EPA 508/608	120
Triazine Pesticides	Water	EPA 507	125

PROP. 65 - CONSUMER PRODUCT SUPPORT:

Phthalates	Object	EPA 8270	195
Metals	Object	EPA 6010/6020	25
Sample Surface Area Calculation (Minimum 1 Hour)	Object	CLS Labs	100/Hr.

II. METALS ANALYSIS

	MATRIX	METHOD	UNIT PRICE
GROUP ANALYSIS:			
Drinking Water Metals (Ag,Al,As,B,Ba,Be,Cd,Cr,Cu,Fe,Hg,Mn,Ni,Pb,Sb,Se,Tl,V,Zn)	Water	EPA 200 Series	165
CAM Metals (17) (As,Hg,Sb,Ba,Be,Cd,Cr,Co,Cu,Pb,Mo,Ni,Se,Ag,Tl,V,Zn)	Water/Other	EPA 6010/6020/7000	148
LUFT/PET Metals (5) (Cd,Cr,Ni,Pb,Zn)	Water/Other	EPA 6010/6020	75
Priority Pollutant Metals (13) (Ag,As,Sb,Be,Cd,Cr,Cu,Pb,Hg,Ni,Se,Tl,Zn)	Water/Other	EPA 6010/6020/7000	125
RCRA/TCLP Metals (8) (Ag,As,Ba,Cd,Cr,Hg,Pb,Se)	Water/Other	EPA 6010/6020/7000	115
INDIVIDUAL ANALYSIS (PER METAL):			
Cr+6, With Preservation	Water	EPA 218.6	45
Cr+6	Water	EPA 218.6	65
Cr+6	Soil/Other	EPA 7199	65
Cr+6	Water	EPA 7199	65
Cr+6	Soil / Other	EPA 7196	65
Cr+6	Water	EPA 7196	65
Cr+3	Water	EPA 200 / CALC.	60
Ferric Iron	Water	EPA 200 / CALC.	100
Ferrous Iron	Water	SM 3500-Fe-D	40
Mercury, Cold Vapor	Water/Other	EPA 245.1/7470/7471	35
Metals ICP	Water/Other	EPA 200.7/6010	16
Metals ICP/MS	Water/Other	EPA 200.8/6020	16

III. INORGANIC ANALYSIS

	MATRIX	METHOD	UNIT PRICE
General Minerals: (Alkalinity, Calcium, Chloride, Fluoride, Hardness, Potassium, MBAS, Magnesium, Sodium, Nitrate, Specific Conductance, Sulfate, Total Dissolved Solids, & pH)	Water	EPA/STDM	165
General Physical: (Color, Odor, & Turbidity)	Water	EPA/STDM	30
Acid Generation Potential	Water	EPA/STDM	130
Acidity	Water	EPA 305.1	50
Alkalinity	Water	SM 2320B	26
Ammonia	Water/Other	SM4500NH3 F 1997	40
BOD	Water/Other	SM5210B	40
Bromide	Water/Other	EPA 300.0	23
Chlorate	Water	EPA 300.0	23
Chloride	Water/Other	EPA 300.0	18
Chlorine	Water	SM4500 CL G	12
COD	Water/Other	EPA 410.4	40
Color	Water	SM2120B	12
Conductivity	Water	EPA 120.1	12
Conductivity	Soil	EPA 120.1	18
Cyanide	Water/Other	SM4500-CN E/9014	45
Cyanide Ammenable	Water/Other	SM4500-CN E	45
Dissolved Oxygen	Water	SM4500O-G	16
Dissolved Fixed Solids	Water/Other	EPA 160.4	25
Flash Point (Ignitability)	Water/Other	EPA 1010	75
Fluoride	Water/Other	EPA 300.0	20
Hardness	Water	SM2340B	30
Iodide	Water/Other	EPA 300.0	25
Langlier Index (W/ General Mineral Analysis)	Water/Other	STDM 203	45
Langlier Index (W/O General Mineral Analysis)	Water/Other	STDM 203	75

	MATRIX	METHOD	UNIT PRICE
MBAS Surfactant	Water/Other	SM5540C	28
Neutralization Potential	Soil	EPA 670	125
Nitrate	Water/Other	EPA 300.0	18
Nitrate	Water/Other	SM4500-NO3E	30
Nitrate/Nitrite as N	Water	EPA 300.0	20
Nitrate/Nitrite as N	Water	SM4500-NO3E	30
Nitrite	Water/Other	EPA 300.0	18
Nitrite	Water/Other	SM4500-NO2B	30
Odor	Water	EPA 140.1	12
Ortho-phosphate	Water	EPA 300	18
Ortho-phosphate	Water	SM4500-P	45
Paint Filter Liquids Test	Water/Other	EPA 9095	150
Percent Moisture/Solid	Soil/Sludge	SM2540B	25
Perchlorate	Water	EPA 300.0/314.1	65
pH	Water	SM4500H B	12
pH	Soil/Other	EPA 9040B/9045C	18
Phenols	Water/Soil	EPA 420.1	65
Phosphorus, Total	Water/Other	SM 4500-P	40
Reactivity	Water/Other	SW 846	100
Reactivity/Corrosivity/Ignitability	Water/Other	EPA Methods	180
Redox Potential	Water/Soil	SM2580	38
Salinity	Water	SM210B	50
Specific Gravity	Water/Other	SM 2710F	50
Sulfate	Water/Other	EPA 300.0	18
Sulfide	Water/Other	SM4500S-F	40
Sulfite	Water/Other	SM4500SO3-B	40
SUVA	Water/Other	SM5910B/SM5310B	45
Tanins & Lignins	Water	SM5550B	50
Total Dissolved Solids	Water/Other	SM 2540C	25
Total Kjeldahl Nitrogen	Water/Other	SM4500NH3 F 1997	45
Total Organic Carbon	Water	SM5310B	40
Total Settleable Solids	Water	SM2540F	23
Total Solids	Water/Other	SM2540B or G	25
Total Suspended Solids	Water/Other	SM2540D	30
Total Volatile Suspended Solids	Water	EPA 160.4	38
Total Volatile Solids	Water	EPA 160.4	30
Turbidity	Water	SM2130B	12
UV254	Water	SM5910B	45

IV MICROBIOLOGICAL

	MATRIX	METHOD	UNIT PRICE
Coliform (Presence/Absence) - RUSH - 3 Days or Less	Water/Other	STDM 9223	35
Heterotrophic Plate Count - RUSH - 3 Days or Less	Water/Other	STDM 9215	38
Coliform (Presence / Absence)	Water/Other	STDM 9223	30
Coliform (10-tube)	Water	STDM 9221	35
Coliform (Quantitray)	Water/Other	STDM 9221	35
Coliform, Total & Fecal (15-tube)	Water/Other	STDM 9221	43
Coliform, Total, Fecal & E. Coli (15-tube)	Water/Other	STDM 9221	43
Coliform Total, Fecal & E. Coli (25-tube)	Water/Other	STDM 9221	53
Coliform Total, Fecal & E. Coli (35-tube)	Water/Other	STDM 9221	63
Heterotrophic Plate Count	Water/Other	STDM 9215	35
Fecal Streptococci	Water/Other	STDM 9230	60

V SUBCONTRACTED ANALYSES

	MATRIX	METHOD	UNIT PRICE
Bioassay - Title 22 Hazardous Waste (Screen)	All	Title 22	400
Bioassay - Acute Toxicity	Water	EPA	Call for Quote
Bioassay - Chronic Toxicity	Water	EPA	Call for Quote
Carbamates	Water	EPA 531	125
Carbamates	Soil/Water	EPA 632	200
Diquat/Paraquat	Water	EPA 549	120
Endothall	Water	EPA 548	120
Glyphosate	Water	EPA 547	120
Halo Acetic Acids - 5 ea.	Water	EPA 552.2	110
Mercury, Methyl	Water	EPA 1630	250
Mercury, Low Level	Water	EPA 1631	135
Metals, Low Level	Water	EPA 1638	55
Bromate	Water	EPA 317	75

Total Organic Carbon	Soil	EPA 9060	90
Total Organic Halides - TOX	Soil/Other	EPA 9020	190
Gross Alpha and/or Beta	Water	EPA 900	65
Radon	Water	SM7500Rn	65
Radium 226	Water	EPA 903.1	155
Radium 228	Water	Ra-05	215
Strontium 90	Water	EPA 905.0	155
Tritium	Water	EPA 906.0	90
Uranium	Water	EPA 908.0	125

VI. RCRA/CALIFORNIA HAZARDOUS WASTE ANALYSIS, EXTRACTIONS & SAMPLE PREP	METHOD	UNIT PRICE
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Archive (Extension beyond 60 Days - Not to exceed 90 Days)	CLS Labs	3
Filtration (0.45 Micron)	CLS Labs	5
Composite (per Sub Sample)	CLS Labs	3
STLC California WET: Citrate Buffer or D.I. Water	Title 22	68
TCLP Semi-volatile Organics/Pesticides/Metals Extraction	EPA 1311	68
TCLP Volatiles Extraction (ZHE)	EPA 1311	160
TTLC Metals Digestion	EPA 3040/3050	10/Batch

ANALYSIS:

TCLP Full Package (Extraction and Analysis)	EPA Methods	1000
TCLP Herbicides (Includes Extraction - EPA 1311)	EPA Methods	265
TCLP Metals Analysis (Includes Extraction - EPA 1311)	EPA Methods	195
TCLP Pesticides (Includes Extraction - EPA 1311)	EPA Methods	190
TCLP Semi-volatiles & Pesticides Analysis (Includes Extraction - EPA 1311)	EPA Methods	395
TCLP Volatile Organics Analysis (Includes Extraction - EPA 1311)	EPA Methods	270

ADDITIONAL FEES:

Sample Disposal (after 60 Days)	2
Sample Time	50/Hr.
Travel Time	25/Hr.
Stormwater Kit	30
Cooler Return (If Requested)	UPS Ground Rate
Write On - CA State Drinking Water Requirements	10/Project
Geotracker	25/Project
Library EDD	See Lab
Custom EDD	See Lab

NOTES

Standard Turn Around Time is 5 business days.

New Clients - Payment required at time of sample submission.

RUSH SERVICES are available, at the following rates. Turnaround time is contingent upon test procedure and lab capacity at time of request.

TURNAROUND REQUIRED	SURCHARGE
Same Day	150%
1 Working Day	100%
2 Working Days	60%
3 Working Days	30%
4 Working Days	15%

Not To Exceed \$150,000



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

Insurance Requirements for Most Contracts
(Not construction or requiring professional liability)

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Other Insurance Provisions:

- (a) **Additional Named Insured Status**
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used
- (b) **Primary and Non-Contributory Insurance Endorsement**
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad** as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) **Waiver of Subrogation** Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

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

- (d) **Severability of Interest Clause**
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
- (e) **Notice of Cancellation or Change in Coverage Endorsement**
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

- (f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**
- (i) Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (j) Insurance Limits
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.
- (k) Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors
- (l) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES
AGREEMENT WITH GLOBAL LABS, INC., OF EL DORADO
HILLS, FOR LABORATORY SERVICES

=====

WHEREAS, the City of Lodi's water, wastewater, and stormwater facilities are operated under various permits issued and regulated by the State of California; and

WHEREAS, each permit requires a diverse comprehensive monitoring program that contains a variety of water quality analysis; and

WHEREAS, some analysis can be completed by the City's certified laboratory located at the White Slough Water Pollution Control Facility, but other more technical analysis needs to be performed by a contract laboratory that has the appropriately qualified, certified staff and specialized equipment; and

WHEREAS, Global Labs, Inc., is certified by the State of California Environmental Laboratory Accreditation Program for the analyses of drinking water, wastewater, soil, and hazardous waste; and

WHEREAS, pursuant to Lodi Municipal Code Section 3.20.75, contracts for professional laboratory services are specifically exempt from the advertising and bidding requirements of Lodi Municipal Code Section 3.20.070; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute a Professional Services Agreement with Global Labs, Inc., of El Dorado Hills, for laboratory services, in the amount of \$150,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Global Labs, Inc., of El Dorado Hills, for laboratory services in the amount of \$150,000; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: May 6, 2020

=====

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 6, 2020, by the following vote:

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

PAMELA M. FARRIS
Assistant City Clerk

2020-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving 2020/2021 Pavement Resurface Project for Road Repair and Accountability Act of 2017 Funding

MEETING DATE: May 6, 2020

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving 2020/2021 Pavement Resurface Project for Road Repair and Accountability Act of 2017 funding.

BACKGROUND INFORMATION: The Road Repair and Accountability Act of 2017, Senate Bill 1 (SB1), will provide the City with State transportation funding through an increase in the Gas Tax.

SB1 guidelines require that prior to receiving an apportionment of funds for this fiscal year, agencies must prepare and submit a list of proposed SB1-funded projects to the California Transportation Commission. All proposed projects must also be included or amended into the City's adopted budget each year. The City is proposing to use the Fiscal Year 2020/21 allocation (estimated \$1,289,442), and a portion of the previous year apportionment, for the 2020/2021 Pavement Resurface Project.

The 2020/2021 Pavement Resurfacing Project, programmed for Fiscal Year 2020/21, includes pavement repairs and installing rubberized cape seal and slurry seal on various streets, as shown on Exhibit A. The pavement resurfacing will prevent further deterioration of the streets before they have structural damage. The work will also include pavement repair, pavement striping, and other miscellaneous and related work.

Staff will later request Council action to approve plans and specifications and authorize advertisement for bids and to award the contract, once the plans, specifications, and estimates are complete. The preliminary project estimate is \$1,330,000.

The pavement repair project will include pavement repairs and installing rubberized cape seal and slurry seal in the neighborhoods bound by Lockeford Street to the north, Cherokee Lane to the east, Vine Street to the South, and Virginia Avenue to the west. The pavement resurfacing project will extend the pavement life for 10 years. The work will be performed from July 2020 through June 2021.

Staff recommends approving 2020/2021 Pavement Resurface Project for Road Repair and Accountability Act of 2017 funding.

FISCAL IMPACT: Not applicable.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE: Funding will be budgeted in Fiscal Year 2020/21 Road Repair and Accountability Act (30499000.77020).

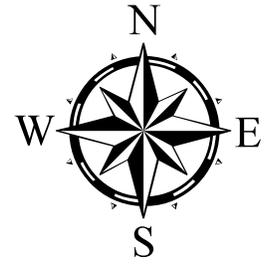
Charles E. Swimley, Jr.
Public Works Director

CES/LC/tc
Attachment

cc: Senior Civil Engineer
Public Works Management Analyst

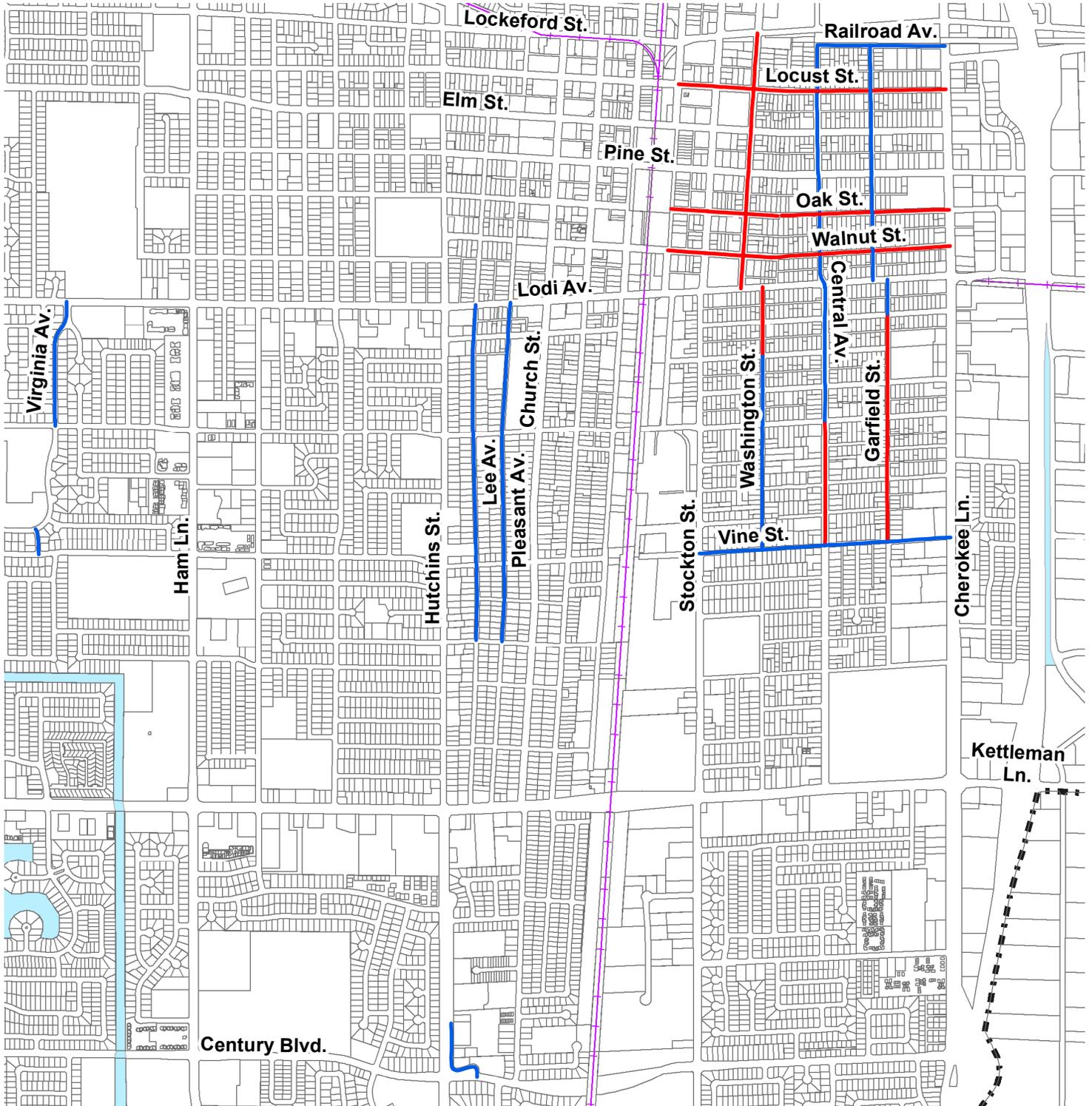
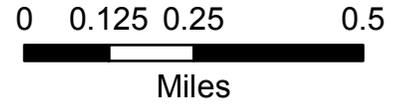


Exhibit A Project Locations



Legend

- Cape Seal
- Slurry Seal



RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING 2020/2021 PAVEMENT RESURFACE
PROJECT FOR ROAD REPAIR AND
ACCOUNTABILITY ACT OF 2017 FUNDING

=====

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017, to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community, and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$1,289,442 in RMRA funding in Fiscal Year 2020-21 from SB 1; and

WHEREAS, this is the fourth year in which the City is receiving SB 1 funding, which will enable the City to continue essential road maintenance and rehabilitation projects, safety and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities' priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate approximately 8 miles of streets throughout the City this year, and approximately 7 similar projects into the future; and

WHEREAS, the City's Pavement Management System rated that the City's streets and roads are in "fair" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby:

1. Approve the following list of newly proposed projects that will be funded in-part or solely with Fiscal Year 2020-21 Road Maintenance and Rehabilitation Account revenues and SB1 funds from previous years:
2. 2020/2021 Pavement Resurface Project for Road Repair and Accountability Act of 2017 funding, in the amount of \$1,330,000. The work includes pavement repairs and installing rubberized cape seal and slurry seal in the neighborhoods bound by Lockeford Street to the north, Cherokee Lane to the east, Vine Street to the South, and Virginia Avenue to the west. The pavement resurfacing project will extend the pavement life for 10 years. The work will be performed from July 2020 through June 2021; and

BE IT FURTHER RESOLVED that pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: May 6, 2020

=====

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 6, 2020, by the following vote:

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

PAMELA M. FARRIS
Assistant City Clerk

2020-____



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Ratifying Expenses and Authorizing City Manager to Execute Change Order to Resolution 2019-178 to Purchase Replacement Ultra High Frequency (UHF) Conventional Multisite Radio Communications Systems from Motorola Solutions, Inc., of San Diego (\$53,431)

MEETING DATE: May 6, 2020

PREPARED BY: Information Technology Manager

RECOMMENDED ACTION: Adopt resolution ratifying expenses and authorizing City Manager to execute Change Order to Resolution 2019-178 to purchase replacement Ultra High Frequency (UHF) conventional multisite radio communications systems from Motorola Solutions Inc., of San Diego, in the amount of \$53,431.

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

The change order addresses the need for equipment not covered under the original purchase. The additional equipment will be installed at Stockton Fire dispatch center, allowing Stockton's radio system to be compatible with Lodi's new radio system. The City of Lodi, Stockton, Manteca, Tracy, and Lathrop-Manteca Fire District desired to jointly exercise their powers to provide for regional emergency and non-emergency dispatch services and related services, including but not limited to creation, development, ownership and operation of programs, facilities, and funds which led to the creation and establishment of the San Joaquin County Regional Fire Dispatch Joint Powers Authority (the "Authority") on July 1, 2015. Stockton Fire had been chosen to be the dispatch agency for the Authority. Stockton had a well-established fire dispatch center and was the easy and most cost effective choice. Being part of the regional dispatch is critical to emergency response within Lodi, particularly in larger events. Maintaining connection to the current regional dispatch center and the ability to be compatible with potential future changes is critical. These upgrades will help ensure Lodi Fire Department has the ability to be interoperable with regional dispatch.

FISCAL IMPACT: Funding for the change order purchase will come from current appropriations in the Measure L Fund.

FUNDING AVAILABLE: 10395000.77030 \$53,431

 04/29/20
Benjamin Buecher, IT Manager

Andrew Keys, Deputy City Manager

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2019-178

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO PURCHASE AN ULTRA HIGH FREQUENCY MULTI-SITE RADIO COMMUNICATIONS SYSTEM AND SYSTEM UPGRADE AGREEMENT II FROM MOTOROLA SOLUTIONS, INC., OF SAN DIEGO; AND EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH DELTA WIRELESS, INC., OF STOCKTON; AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, the City of Lodi's public safety departments rely on a functional and reliable radio network for communications between dispatch centers and public safety staff in the field; and

WHEREAS, the current Motorola radio system is at the end of life and is experiencing intermittent failures of components that are not supported by the manufacturer; and

WHEREAS, the new Motorola Ultra High Frequency (UHF) radio system will prepare the City to participate in a countywide interagency system when it becomes available; and

WHEREAS, staff recommends:

- Purchasing the Motorola UHF multi-site radio communication system, in the amount of \$1,201,590, and the System Upgrade Agreement II from Motorola Solutions, Inc., of San Diego, in the amount of \$388,960, paid annually for ten years;
- Entering into a Professional Service Agreement with Delta Wireless, Inc., of Stockton, for maintenance and support of the Motorola UHF radio system for the amount of \$146,880, paid annually over five years; and
- Appropriating funds as follows:
Equipment Fund (40199000.77030): \$1,291,000
Measure L Transfer out to Equipment Fund (10395000.76220): \$398,000

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to purchase from Motorola Solutions, Inc., of San Diego, California, a Motorola UHF multi-site radio communications system, in the amount of \$1,201,590, and the System Upgrade Agreement II, in the amount of \$388,960, paid annually over ten years, for a total purchase and software updates cost of \$1,590,550; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Service Agreement with Delta Wireless, of Stockton, California, for maintenance and support of the Motorola radio system, in the amount of \$146,880, paid annually over five years; and

BE IT FURTHER RESOLVED that funds be appropriated as set forth above.

Dated: September 4, 2019

=====

I hereby certify that Resolution No. 2019-178 was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 4, 2019, by the following vote:

AYES: COUNCIL MEMBERS – Johnson, Kuehne, Mounce, Nakanishi, and Mayor Chandler

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


JENNIFER M. FERRAIOLO
City Clerk



Change Order No. 01

Date: 04/02/20

Project Name: P25 System Upgrade

Customer Name: City of Lodi

Customer Project Mgr: Cheri Lynn Eklund

The purpose of this Change Order is to:

Purchase and Installation of 3 APX 8500 Consolettes .

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

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

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

Contract Price Adjustments

Original Contract Value:	\$ 1,201,590
Previous Change Order amounts for Change Order numbers N/A through N/A	\$ 0.00
This Change Order:	\$ 53,431
Contract Credit Amount (DDR changes)	\$ 0.00
Reduction in Contract Credit	\$ 0.00
Revised Contract Credit Amount	\$ 0.00
New Contract Value:	\$ 1,255.021



Completion Date Adjustments

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

Changes in Equipment: <i>(additions, deletions or modifications)</i>
Purchase 3 APX 8500 consolettes

Changes in Services: <i>(additions, deletions or modifications)</i>
Installation of 3 APX 8500's

Schedule Changes: <i>(describe change or N/A)</i>
N/A

Pricing Changes: <i>(describe change or N/A)</i>
Increase contract by \$53,453

Customer Responsibilities: <i>(describe change or N/A)</i>
N/A

Payment Schedule for this Change Order: <i>(describe new payment terms applicable to this change order)</i>
Payment for equipment due upon shipment \$22,308. Payment for installation due upon completion of install \$31,123.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola, Inc.

Customer

By: 

By: _____

Printed Name: Kent Martin

Printed Name: _____

Title: Regional Services Manager

Title: _____

Date: April 6, 2020

Date: _____

Reviewed by: Cheri Lynn Eklund
Motorola Project Manager

Date: 04/02/20

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL RATIFYING
EXPENSES AND AUTHORIZING CITY MANAGER TO EXECUTE
CHANGE ORDER TO RESOLUTION NO. 2019-178 TO PURCHASE
REPLACEMENT ULTRA HIGH FREQUENCY (UHF) CONVENTIONAL
MULTISITE RADIO COMMUNICATIONS SYSTEMS FROM MOTOROLA
SOLUTIONS INC., OF SAN DIEGO, (\$53,431.00)

=====

WHEREAS, on September 4, 2019, Council approved the purchase of the replacement radio system for Public Safety by adopting Resolution No. 2019-178, which is an integral part of a Police Officer's and Firefighter's safety while on duty; and

WHEREAS, the current Motorola radio system is at its end of life and is experiencing intermittent failures of components that are not supported by the manufacturer; and

WHEREAS, replacement parts are salvaged from neighboring municipalities or purchased on eBay, and are increasingly rare and difficult to find; and

WHEREAS, the change order addresses the need for equipment not covered under the original purchase, and the additional equipment will be installed at the Stockton Fire dispatch center, allowing Stockton's radio system to be compatible with Lodi's new radio system; and

WHEREAS, the City of Lodi, Stockton, Manteca, Tracy, and Lathrop-Manteca Fire District desired to jointly exercise their powers to provide for regional emergency and non-emergency dispatch services and related services, including but not limited to creation, development, ownership and operation of programs, facilities, and funds which led to the creation and establishment of the San Joaquin County Regional Fire Dispatch Joint Powers Authority (the "Authority") on July 1, 2015; and

WHEREAS, Stockton Fire had been chosen to be the dispatch agency for the Authority, because Stockton had a well-established fire dispatch center and was the easy and most cost effective choice; and

WHEREAS, being part of the regional dispatch is critical to emergency response within Lodi, particularly in larger events, and maintaining connection to the current regional dispatch center and the ability to be compatible with potential future changes is critical. These upgrades will help ensure Lodi Fire Department has the ability to be interoperable with regional dispatch; and

WHEREAS, staff recommends that the City Council ratify expenses and authorize the City Manager to execute Change Order to Resolution No. 2019-178 to purchase replacement Ultra High Frequency (UHF) Conventional Multisite Radio Communications Systems from Motorola Solutions, Inc., of San Diego in the amount of \$53,431; and

WHEREAS, staff recommends that funding for the Change Order purchase will come from current appropriations in the Measure L Fund.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Change Order to Resolution No. 2019-178 to purchase replacement Ultra High Frequency (UHF) Conventional Multisite Radio Communications Systems from Motorola Solutions, Inc., of San Diego in the amount of \$53,431; and

BE IT FURTHER RESOLVED that the City Council does hereby approve the funding for the Change Order purchase from Measure L Fund – 10395000.77030; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: May 6, 2020

=====

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 6, 2020, by the following vote:

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

PAMELA M. FARRIS
Assistant City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Amending the Implementation of the Electric Vehicle Strategy by Authorizing Staff to Increase Commercial Rebate Amounts, and Reallocate Electric Vehicle Ride and Drive Event Funds to Other Promotional Activities, As Necessary

MEETING DATE: May 6, 2020

PREPARED BY: Business Development Manager

RECOMMENDED ACTION: Adopt resolution amending the implementation of the electric vehicle strategy by authorizing staff to increase commercial rebate amounts, and reallocate electric vehicle ride and drive event funds to other promotional activities, as necessary.

BACKGROUND INFORMATION: On September 18, 2019, the City Council adopted a resolution implementing an electric vehicle strategy to promote the purchase of electric vehicles in Lodi by offering residential and commercial rebates towards the purchase of chargers and installation. The resolution also approved the expenditure of funds for an EV Ride and Drive Event, and other educational activities.

This agenda item seeks City Council approval to increase the commercial rebates from \$1,000 per charger, and \$1,000 for installation to \$3,000 per charger, and \$3,000 per installation. To date, one commercial account has been provided a rebate. The reason for this low participation rate cannot be readily determined. However, a review of the commercial rebates offered by other NCPA members reveals a higher incentive for commercial customers. The recommended increase to \$6,000 per commercial customer is the median incentive across NCPA members who offer electric vehicle incentives.

Additionally, in the current social distancing environment created by COVID19, staff recommends the EV Ride and Drive Event previously approved by City Council not take place. Instead, staff recommends City Council give the City Manager the authority to reallocate these funds for additional EV rebates and an increased public information campaign, as necessary. Should social distancing protocols be revised later in the year, an EV Ride and Drive Event could be planned and implemented.

The EV strategy approved by City Council on September 18, 2019 is reiterated below. The recommendation by staff to increase EV and charger deployment incentives is reflected in activity #2.

1. Short-term incentives to reduce the financial barriers to EV implementation;
2. Setting targets for EV and charger deployment in later years based on experience;
3. Education and outreach;
4. Coordination with key partners; and
5. Long-term planning for EV charging and fleet initiatives.

APPROVED: _____

Stephen Schwabauer, City Manager

The chart below compares original EV data with recommended changes

	Year 1	Adjustments
Residential Rebates for Level 2 Chargers	\$500	\$500
Residential Permit and Installation Rebates	\$500	\$500
Commercial Rebates for Level 2 or DC Fast Chargers	\$1,000	\$3,000
Commercial Permit and Installation Rebates	\$1,000	\$3,000
Total Incentives	\$50,000	\$50,000
EV Ride and Drive Event/Additional Incentives/Promotion*	\$25,000	\$25,000
Total Strategy	\$75,000	\$75,000

* Reallocate as needed.

FISCAL IMPACT: Funding not to exceed \$75,000 in Year One. Funding for the incentives (\$50,000) is derived from Greenhouse Gas Funds (GHG) and is approved in the FY19/20 electric operating budget. Funding for outreach and education, including the EV Ride and Drive Event (\$25,000), will also be derived from GHG Funds. Should the marketing efforts extend to disadvantaged income groups, a portion of the Public Benefits Fund is available in the FY20 electric operating budget for customer programs.

The FY 20/21 electric operating budget request includes this funding request.

FUNDING AVAILABLE: Public Benefits Account 50465001-72303 and Greenhouse Gas Account 50862500-72450.

Andrew Keys
 Deputy City Manager/Internal Services Director

Stephen Schwabauer
 City Manager

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AMENDING THE IMPLEMENTATION OF THE ELECTRIC
VEHICLE STRATEGY BY AUTHORIZING STAFF TO INCREASE
COMMERCIAL REBATE AMOUNTS, AND REALLOCATE
ELECTRIC VEHICLE RIDE AND DRIVE EVENT FUNDS TO
OTHER PROMOTIONAL ACTIVITIES, AS NECESSARY

=====

WHEREAS, the City of Lodi recognizes that an electric vehicle strategy is a key component for advancing the deployment of zero emission and low emission vehicles, and achieving adopted greenhouse gas emissions reduction targets; and

WHEREAS, to maximize the benefit of potential near-term EV investments and opportunities, staff is directed to initiate EV initiatives that will define and facilitate private EV infrastructure investment; and

WHEREAS, the implementation of strategies are intended to serve as groundwork to provide data necessary to improve strategy for the purpose of expanding EV participation in Lodi; and

WHEREAS, only ten residential customers of Lodi Electric Utility have separately-metered charging stations, and 160 electric vehicles are registered in Lodi; and

WHEREAS, electric vehicle adoption depends upon convenient access to charging stations, and the ability to power electric vehicles is more cost-efficient with a Level 2 charger; and

WHEREAS, the current cost of an EV Level 2 charger and the installation thereof may be cost-prohibitive, and the rebates will serve to offset costs; and

WHEREAS, the recommendation to increase commercial charger and installation rebates from \$1,000 each to \$3,000 each is based on the median value of commercial EV rebates offered by participating NCPA members.

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council hereby authorizes amending the implementation of the City's EV strategy comprised of rebates of chargers, rebates towards installation costs, and reallocating EV Ride and Drive Event funds to other EV activities, as necessary in an amount not to exceed \$75,000.

Dated: May 6, 2020

=====

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 6, 2020, by the following vote:

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

PAMELA M. FARRIS
Assistant City Clerk

2020-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute ESRI Enterprise Advantage Program (EEAP) Agreement with Environmental Systems Research Institute, Inc. (ESRI), of Redlands, CA. for Geographic Information System (GIS) Integration Services (\$89,000) and Authorizing Electric Utility Director to Purchase Additional Support Service Credits (\$68,000) to Advance Lodi Electric Utility's GIS Adoption and Integration Efforts

MEETING DATE: May 6, 2020

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager to execute an EEAP agreement with ESRI of Redlands, CA for GIS Integration Services in an amount not to exceed \$89,000 and authorizing the Electric Utility Director to purchase additional Support Service Credits in an amount not to exceed \$68,000 to advance Lodi Electric Utility's (LEU) GIS adoption and integration efforts.

BACKGROUND INFORMATION: LEU is working to modernize various workflows and to organize more records and data electronically; seeking better efficiencies, tracking, reporting, analysis and decision making capabilities.

Central to these efforts is the need for a modern and robust GIS, having strong integration with numerous other toolsets. The City currently licenses ESRI's GIS software, with various departments at different points in their system build-outs. LEU has made some initial progress toward launching its GIS implementation but outside services are currently needed to provide the technical skillset and resources to guide and accelerate LEU's efforts.

The proposed EEAP Agreement (attached) provides for various additional technical services, including consulting, training and support. The deliverables will include a blueprint for LEU's GIS build-out, and assistance with numerous system architecture and technical decisions required in the design phase. Implementation of this blueprint and recommendations will require subsequent services, some of which will be achievable under the additional Support Service Credits requested herein. Support Service Credit pricing is expected to fluctuate throughout the year.

The terms and conditions currently in place under the City's existing Small Enterprise Agreement with ESRI, dated January 1, 2020, approved by Resolution 2019-245, would govern this new agreement as well. LEU has previously utilized ESRI services, yielding ESRI familiarity with LEU's efforts to date. LEU believes that ESRI Services has the best combination of expertise and qualifications to provide technical consulting at this stage.

Per Lodi Municipal Code, Section 3.20.075, computer consulting services are exempt from public bidding and advertising requirements.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: The proposed one-year EEAP Agreement is \$89,000. Additional Support Service Credits, if needed, are approximately \$68,000.

FUNDING AVAILABLE: Funding for the initial EEAP Agreement is included in the FY 2019/20 Budget Account No. 500061500.72450. Funding for additional Support Service Credits will be included as part of future operating budgets.

Andrew Keys
Deputy City Manager/Internal Services Director

Jeff Berkheimer
Electric Utility Director

PREPARED BY: Tim Conn, Sr. Power Engineer



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853 Fax: (909) 307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-403796

Date: April 2, 2020

Customer # 405462 Contract #

City of Lodi
 Electric Dept
 1331 S Ham Ln
 Lodi, CA 95242

ATTENTION: Carl Wohl
 PHONE: (209) 333-6800 x2547
 EMAIL: cwohl@lodielectric.com

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 12/11/2019 To: 6/8/2020

Material	Qty	Term	Unit Price	Total
97717	1	Year 1	\$89,000.00	\$89,000.00

Esri Enterprise Advantage Program (EEAP) - Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one-day annual planning session; up to 100 Technical Advisor hours; Quarterly Technology Webcasts and 100 Learning and Services Credits. The Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services>

Subtotal:	\$89,000.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$89,000.00

Subject to the terms and conditions set forth by the Small Enterprise Agreement County and Municipality Government, Esri Agreement Number: 00280225.0 Effective January 21, 2020.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Sandi McDaniel	Email: smcdaniel@esri.com	Phone: (916) 448-2412 x2058 x2058
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

MCDANIELS

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-403796

Date: April 2, 2020

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 405462 Contract #

City of Lodi
Electric Dept
1331 S Ham Ln
Lodi, CA 95242

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 12/11/2019 To: 6/8/2020

ATTENTION: Carl Wohl
PHONE: (209) 333-6800 x2547
EMAIL: cwohl@lodielectric.com

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$ 89,000 PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Approved as to Form:

Signature of Authorized Representative

Date

Stephen Schwabauer

Name (Please Print)

City Manager

Title

*Janice D. Magdich
City Attorney*

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Sandi McDaniel

Email:

smcdaniel@esri.com

Phone:

(916) 448-2412 x2058 x2058

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

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This offer is limited to the terms and conditions incorporated and attached herein.



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853 Fax: (909) 307-3049
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-400586

Date: October 28, 2019

Customer # 352276 Contract #

City of Lodi
 Internal Services
 221 W Pine St
 Lodi, CA 95240-2019

ATTENTION: Benjamin Buecher, PMP
 PHONE: (209) 333-5548
 EMAIL: bbuecher@lodi.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 10/28/2019 To: 1/26/2020

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$50,000.00	\$50,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 2	\$50,000.00	\$50,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 3	\$50,000.00	\$50,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				

Subtotal:	\$150,000.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$150,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Sandi McDaniel	Email: smcdaniel@esri.com	Phone: (916) 448-2412 x2058 x2058
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esri/sites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.</p>		

MCDANIELS

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:
 Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
 COUNTY AND MUNICIPALITY GOVERNMENT
 (E214-3)**

This Agreement is by and between the organization identified in the Quotation ("Customer") and Environmental Systems Research Institute, Inc. ("Esri").

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup (Advanced and Standard)
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer*
 Two (2) Esri CityEngine Single Use Licenses
 250 ArcGIS Online Viewers
 250 ArcGIS Online Creators
 37,500 ArcGIS Online Service Credits
 250 ArcGIS Enterprise Creators
 5 Insights in ArcGIS Enterprise
 5 Insights in ArcGIS Online

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package)	

* Maintenance is not provided for these items

**Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of WDI
(Customer)

By: [Signature]
Authorized Signature

Printed Name: Stephen Schwabauer

Title: City Manager

Date: January 21, 2020

Approved as to Form:

[Signature]
JANICE D. MAGDICH
City Attorney

ATTEST:

[Signature]
PAMELA M. FARRIS
Assistant City Clerk

CUSTOMER CONTACT INFORMATION

Contact: Ben Bucccher

Telephone: 209-333-6800X5860

Address: 221 West Pine St

Fax: _____

City, State, Postal Code: Lodi, CA 95240

E-mail: bbucccher@lodi.gov

Country: US

Quotation Number (if applicable): Q-400584

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the Installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

- 3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the Information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.

- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer

the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Product-Specific Terms of Use



The following list identifies additional terms of use that apply to specific Products. Each Product listing identifies one or more footnotes that apply to that Product. These footnotes supplement the terms of this Agreement. The definitions for each footnote follow the list. Unless otherwise noted in the applicable Ordering Document, extensions to a Product follow the same scope of use as that granted for the corresponding Product.

Desktop Products

- ArcGIS Desktop (Advanced, Standard, or Basic) (26)
- ArcGIS Earth (20; 65)
- ArcGIS Explorer Desktop (20)
- ArcGIS for AutoCAD (20)
- ArcPad (13)
- ArcReader (20)
- ArcGIS for Personal Use (3; 26)

Server Products

- ArcGIS Enterprise
 - Standard or Advanced (17; 21; 23; 31; 87)
 - Workgroup Standard or Advanced (21; 23; 28; 29; 30; 87)
 - ArcGIS GIS Server (Standard or Advanced) (31)
 - ArcGIS GIS Server Basic (31; 39)
 - ArcGIS GIS Server Workgroup (Standard or Advanced) (28; 29; 30)
 - ArcGIS GIS Server Workgroup Basic (39)
 - ArcGIS for Maritime: Server (2)
- ArcGIS Enterprise Optional Capability Servers:
 - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server, and ArcGIS Notebook Server Standard (31)
- ArcGIS Enterprise Workgroup Optional Capability Servers:
 - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server, and ArcGIS Notebook Server Standard (4)
- Esri Business Analyst for Server
 - Workgroup (28; 29; 30; 31; 39)
 - Enterprise (31; 39)
- World Geocoder for ArcGIS Basic (67)

Developer Tools

- AppStudio for ArcGIS Standard (11; 16; 19)
- ArcGIS Runtime SDK for Android, iOS, Java, macOS, .NET, Qt, or WPF (16; 19)
- ArcGIS Runtime for Android, iOS, Java, Mac OS X, .NET, Qt, or WPF
 - Lite (15)
 - Basic or Standard (1; 14; 15; 18)
 - Advanced (14; 15; 18)
- ArcGIS Engine Developer Kit and Extensions (16; 19; 22; 26)
- ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26)
- ArcGIS Web API for JavaScript (16; 64)
- ArcGIS Developer Subscription (24; 26; 77)
- Esri CityEngine SDK and Procedural Runtime (19; 84)
- Esri File Geodatabase API (47)

Mobile

- Navigator for ArcGIS (14)

Other

- ArcGIS Hub (85)
- ArcGIS Indoors (86)
- ArcGIS Maps for Adobe Creative Cloud Complimentary user (74)
- Insights for ArcGIS (17)

Online Services

- ArcGIS Online Developer Deployment Subscription is available through the ArcGIS Developer Subscription:
 - + Free Subscription (66; 68; 75; 76; 79; 81)
 - + Paid Subscription (66; 68; 75; 76; 79)
 - Education Programs (Free or Paid Subscriptions) (66; 68; 70; 71; 75; 76; 79; 81)
 - NGO/NPO, Press/Media Programs (Free or Paid Subscription) (66; 68; 70; 71; 72; 75; 76; 79; 81)
- ArcGIS Online subscriptions are available through multiple Selling Programs:
 - Commercial Retail, EAs; and Government Programs (66; 68; 69; 70; 77; 78; 82)
 - Education Programs (66; 68; 69; 70; 71; 78; 81; 82)
 - Non-profit Programs (66; 68; 69; 70; 71; 78; 81; 82)
- Public Plan (66; 68; 74; 75; 76; 80; 81)
Customers under the following categories have these additional rights:
 - Commercial Retail (72)
 - enterprise agreements (72)
 - Government (72)
 - NGO/NPO (72)
 - Press/Media Programs (72)
 - Education Programs (71)
- ArcGIS AEC Project Delivery Subscription (83)

Footnotes:

1. May not be used to edit an enterprise geodatabase via Direct Connect.
2. Not for use in navigation.
3. Licensed for personal, noncommercial use only.
4. – Limited to 1 four-core server.
– Can be installed on a separate machine.
- 5–10. Reserved.
11. Applications built with AppStudio for ArcGIS Standard are subject to the terms of use for ArcGIS Runtime Standard Level.
12. Reserved.
13. Licensed as a Dual Use License.
14. May be used for navigational purposes.
15. Licensed as a Deployment License.
16. Customer may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use anywhere not prohibited under export regulation.
17. Customer shall not redistribute Oracle JDBC Driver or its documentation that is included with this Product. Oracle is a third-party beneficiary of this Agreement with respect to the Oracle JDBC Driver.
18. The Deployment License is per Value-Added Application per computer for stand-alone applications.
19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Licensed as a Redistribution License.
21. See Master Agreement <http://www.esri.com/legal/software-license> for additional terms of use for Named User Licenses.
22. a. An end user must acquire a license in either ArcGIS Engine for Windows/Linux Software or other ArcGIS Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on 1 computer; and
b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on 1 computer for use only by that end user.

23. System to System Communication
- a. Customer may use a basic service login to enable one-way, read-only, system-to-system communications from ArcGIS Enterprise to other third-party, enterprise business system(s) in the customer's organization. Customer may use a Viewer Named User Credential or Level 1 Named User Credential as a basic service login until Esri implements an actual service login credential. A specific Viewer Named User Credential or Level 1 Named User Credential used as a basic service login credential may only be used for system-to-system integration purposes and may not also be used by a Named User to access the system.
 - b. Customer may use a standard service login to enable two-way, read-write, system-to-system communications between ArcGIS Enterprise and other third-party, enterprise business system(s) in the customer's organization. Customer may use an Editor (or higher) Named User Credential or Level 2 Named User Credential as a standard service login until Esri implements an actual service login credential. A specific Editor (or higher) Named User Credential or Level 2 Named User Credential used as a standard service login credential may only be used for system-to-system integration purposes and may not also be used by a Named User to access the system.
24. Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Customer may use Value-Added Applications and map caches with ArcGIS Enterprise Staging Server Licenses and Deployment Server Licenses. Software and Data may be installed on multiple computers for use by any ArcGIS Developer Subscribers with Builder or higher plan subscriptions; all other Software is licensed as a Single Use License.
25. Reserved.
26. The geodatabase is restricted to 10 gigabytes of Customer's data.
27. Reserved.
28. Use is limited to 10 concurrent end users of applications other than ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup geodatabase. There are no limitations on the number of connections from web applications.
29. Software requires a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of 10 gigabytes of Customer's data. All components must be installed on a single server.
31. Includes a Failover License.
32. Reserved.
- 33–38. Reserved.
39. Any editing functionality included with ArcGIS GIS Server is not permitted for use with ArcGIS GIS Server Basic and ArcGIS GIS Server Workgroup Basic.
- 40–46. Reserved.
47. Customer may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Customer's end users.
- 48–53. Reserved.
54. Reserved.
- 55–63. Reserved.
64. Value-Added Applications for web deployment must be used in conjunction with other Esri Products. Third-party technologies may also be used in conjunction with Value-Added Applications as long as the Value-Added Applications are always used in conjunction with other Esri Product(s).
65. May only be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with ArcGIS Earth as long as ArcGIS Earth is always used in conjunction with other Esri Products.
66. Only Customers with an active ArcGIS Online subscription may store geocoded results generated by World Geocoding Service.
67. Limited to 250,000,000 geocodes per annual subscription.
68. Customer may use the data accessible through Infographics Service for display purposes only and may not save any data accessible through this service.
69. May be used for any business purpose of Customer's organization.
70. May be used for development and test purposes for Customer's organization.

71. May be used for teaching purposes in educational organizations.
72. May be used for the internal business purposes of Customer's organization.
73. Reserved.
74. May be used for personal use.
75. Customer may enable third-party use of Value-Added Applications only by publicly sharing the Value-Added Application(s) using Sharing Tools. Customer may not use this subscription to power a Value-Added Application for its own internal business use unless Customer is an educational institution using the Value-Added Application for teaching purposes only, a qualified NGO/NPO organization, or a media or press organization.
76. Customer is not permitted to create private groups or participate in any private groups.
77. Includes a Commercial App Deployment license, which enables Customer to make Value-Added Applications available to third parties for a fee.
78. Customer may use this subscription to create or participate in private groups.
79. Each subscription is limited to 1,000,000 geosearch transactions per month in conjunction with Customer's subscription. Transactions include both basemap data and geocode search transactions. One basemap data transaction is equivalent to eight 256x256 tile requests. One geocode search transaction is equivalent to one address or place. If the results are stored in any manner such as after batch geocoding, the stored results are not counted toward the transaction limit. However, storage does consume Service Credits.
80. May permit registered students of an education institution to directly access the Online Services and share a single subscription between more than 1 registered student for teaching purposes only.
81. Customer may not make Value-Added Applications available to third parties for a fee.
82. A Named User may embed its Named User Credential in an ArcGIS API for Python script solely for the purpose of automating a workflow to be used exclusively by the Named User whose Named User Credential is embedded in the script.
83. Customer must use a separate AEC Project Delivery Subscription for each Customer client ("Client"). Customer may (i) use the AEC Project delivery Subscription solely to collaborate on project work with its Client; and (ii) provide Client with Named User access to the AEC Project Delivery Subscription to enable Client to access the AEC Project Delivery Subscription to collaborate on project work that Customer performs for Client. Client may not use the Named User License for any other purpose. Customer is solely responsible for Client's compliance with these terms of use and will ensure that Client stops using the AEC Project Delivery Subscription when the project ends.
84. Does not include a Deployment License for commercial use. Does include a Deployment License for non-commercial or educational use.
85. Software licenses and subscriptions included with ArcGIS Hub may only be used to support the community initiatives enabled by ArcGIS Hub. Customer may allow 3rd parties to be Named Users of ArcGIS Hub for the sole purpose of engaging in community activities. Customers may allow employees, agents, consultants, or contractors to be Named Users of ArcGIS Hub for the sole purpose of administering, configuring, maintaining, and supporting community initiatives through ArcGIS Hub. No other use of software licenses and subscriptions included with ArcGIS Hub is permitted.
86. Customer may use the software licenses and subscriptions included with ArcGIS Indoors solely to enable the capabilities of ArcGIS Indoors as defined in the ArcGIS Indoors Documentation. No other use of software licenses and subscriptions included with ArcGIS Indoors is permitted.
87. Accessing Parcel Fabric services provided by ArcGIS Enterprise is prohibited except through ArcGIS Pro Standard and ArcGIS Pro Advanced.

Master Agreement Product and Services



Revised 10/18/19
IMPORTANT—READ CAREFULLY

Unless superseded by a signed license agreement between you and Esri, Esri is willing to provide Esri Offerings and Services to you only if you accept all terms and conditions contained in this Agreement as the sole and final agreement of the parties regarding your acquisition of these Esri Offerings and Services. Please read the terms and conditions carefully. You may not use the Esri Offerings unless you agree to the terms and conditions of the Agreement. Your access and use of Esri Offerings, or Services, constitutes your acceptance of the terms and conditions of this Agreement. If you do not agree, contact your local sales representative prior to making your purchase.

This Master Agreement ("Agreement") is between you ("Customer") and Environmental Systems Research Institute, Inc. ("Esri"), a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

"Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [*Customer will insert the actual copyright date(s) from the source materials.*] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

2.0 SOFTWARE AND ONLINE SERVICES

2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. "Anonymous Users" means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer's Value-Added Applications.

- b. **"App Login Credential(s)"** means a system-generated application login and associated password, provided when registering a Value-Added Application with ArcGIS Online, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
- c. **"Commercial App Deployment License"** means a license to distribute Value-Added Applications to third parties for a fee.
- d. **"Concurrent Use License"** means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- e. **"Deployment License"** means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer's end users.
- f. **"Deployment Server License"** means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.
- g. **"Development Server License"** means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- h. **"Development Use"** means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.
- i. **"Dual Use License"** means the right to install Software on a desktop computer and use it simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any time.
- j. **"Failover License"** means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational. Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.
- k. **"Named User(s)"** is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.
- l. **"Named User Credential(s)"** means an individual person's login and associated password enabling that person to access and use Products.
- m. **"Named User License"** means the right for a single Named User to use a specific Esri Offering.
- n. **"Online Services Subscription"** means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
- o. **"Redistribution License"** means a license to reproduce and distribute Software provided that
 1. Customer reproduces and distributes the Software in its entirety;
 2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
 3. Customer reproduces all copyright and trademark attributions and notices; and
 4. Customer does not charge a fee to others for the use of the Software.
- p. **"Server License"** means a license to install and use Software on a server computer. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
- q. **"Service Credit(s)"** means a unit of exchange for consumption of services that can be used with an Online Services Subscription.
- r. **"Sharing Tools"** means publishing capabilities included with Online Services that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.
- s. **"Single Use License"** means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.
- t. **"Staging Server License"** means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the

Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

2.2 License and Subscription Types. Esri provides Software Products under one or more of the license or subscription types identified in the definitions above. The Documentation and Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

2.3 Software Terms of Use

- a. Customer may
 1. Install, access, or store Software and Data on electronic storage device(s);
 2. Make archival copies and routine computer backups;
 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use.
 4. Move Software in the licensed configuration to a replacement computer;
 5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
 6. Governmental or not-for-profit organizations that operate a website or offer Internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.
- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.
- c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
- d. Esri publishes Product-specific Software terms of use at <http://www.esri.com/legal/scope-of-use>.

2.4 Online Services Terms of Use

- a. **Online Services Descriptions.** Esri publishes Online Services Subscription-specific terms of use at <http://www.esri.com/legal/scope-of-use>. Use of Online Services is also subject to the Cloud Services terms found in **Attachment B**.
- b. **Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Esri will issue a prorated refund.
- c. **Sharing Customer Content.** Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools. Customer's use of Sharing Tools is at Customer's sole risk.
- d. **Limits on Use of Online Services, Service Credits.** Each Online Services Subscription includes Service Credits as described in the applicable Ordering Document. Each Service Credit entitles Customer to consume a set amount of Online Services, the amount varying depending on the Online Services that Customer is using. As Customer consumes Online Services, Service Credits are automatically debited from Customer's subscription, up to the maximum number of Service Credits available. Customer may purchase additional Service Credits as needed. Esri will notify Customer's subscription account administrator when Customer's Service Credit consumption reaches approximately 75 percent of the Service Credits allocated to Customer through Customer's subscription. Esri reserves the right to suspend Customer's access to Online Services that consume Service Credits when Customer has consumed all its Service Credits. Esri will promptly restore Customer's access to its Online Services once Customer has purchased additional Service Credits.

2.5 Named User Licenses. Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. Named Users

1. Named User login credentials are for designated users only and may not be shared with other individuals.
2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

b. Value-Added Applications

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.
2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer's private data or content must require individual users to log in to the application(s) with their unique Named User login credentials.
3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services, content, or data that has been published for shared access by Anonymous Users through the use of Sharing Tools included with Customer's authorized use of Software or Online Services.
4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer's private data or content. Value-Added Applications that enable access to Customer's private data or content must require individual users to log in to the application(s) with their unique Named User login credentials.
5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.

c. Anonymous Users. Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services, content, or data that has been published for shared access through the use of Sharing Tools included with Customer's authorized use of Software or Online Services.

2.6 Limited-Use Programs

- a. Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
- b. Educational Programs.** Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.
- c. Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.

- d. **Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

3.0 DATA

3.1 Definitions. The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Business Listing Data"** means any dataset that includes a list of businesses and may include other associated business attributes.
- b. **"Esri Content Package(s)"** means a digital file containing ArcGIS Online basemap content (e.g., raster map tiles, images, vector data) extracted from the ArcGIS Online basemap services.
- c. **"Street Data"** means Data that includes or depicts information about roads, streets, and related features.

3.2 Permitted Uses

- a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
- b. Customer may include representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups) for use in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties subject to restrictions set forth in this Agreement, provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation.
- c. Customer may take ArcGIS Online basemaps offline through Esri Content Packages and subsequently deliver (transfer) them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.
- d. Customer may make any internal use of geocoded results that are obtained and stored in compliance with this Agreement. Customer may not redistribute geocoded results except to (i) use and/or display on a map in connection with Customer's public, non-revenue generating website(s), (ii) permit access to third-parties for the purposes of Customer's business, or (iii) deliver to third parties, on a noncommercial/non-revenue generating basis, static results, static output or static base map renderings.
- e. Esri does not acquire any rights in Customer Content under this Agreement.

3.3 Use Restrictions

- a. Customer may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. *Business Listing Data.* Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. *Street Data.* Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for
 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
 2. Synchronized multivehicle routing; or
 3. Synchronized route optimization.

- e. *Business Analyst Data*. Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
- f. *Partial Dataset Licenses*: If Customer orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.
- g. *Michael Bauer Research International Boundaries Data ("MBR Data")*. Customer's right to use data downloaded to Customer's premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

3.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at www.esri.com/legal/third-party-data.

4.0 MAINTENANCE

4.1 US Customers. Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

4.2 Customers outside the United States. Customer may obtain maintenance services from their local Esri distributor under the distributor's own standard support policy.

5.0 PROFESSIONAL SERVICES

5.1 Definitions. The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Invention(s)"** means a patentable invention, discovery, innovation, or improvement, excluding Deliverables, relating to the subject matter of a Task Order.
- b. **"Inventor(s)"** means a party's principal, employee, consultant, or independent contractor that solely or jointly develops Inventions during Esri's performance under a Task Order.
- c. **"Professional Service Package(s)"** means a predefined unit of Professional Services, including travel-related expenses, provided at a firm fixed price.

5.2 Permitted Uses. Customer may use, copy, and modify Deliverables solely in conjunction with Customer's authorized use of Products.

5.3 Task Orders and Project Schedule

- a. Esri will provide Professional Services and Deliverables as specified in the Task Order.
- b. Each Task Order will reference this Agreement and specify the commencement date and, if known, the period of performance.
- c. Task Orders may have the format shown in [Attachment C](#) or any other agreed-upon format.
- d. Each party will identify, in writing, the project manager who is responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.
- e. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.

5.4 Ownership of Deliverables and Inventions

- a. Esri or its licensors own and retain ownership of Deliverables.
- b. Each party will retain title to any Inventions made or conceived solely by its Inventors during the term of this Agreement, including, but not limited to, such Inventions that Esri's Inventors solely make or conceive while providing technical assistance pursuant to this Agreement. The parties will jointly own any Inventions made or conceived jointly by Inventors from both parties.

- c. The parties will negotiate in good faith and cooperate reasonably in (i) deciding whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on any Invention and the extent and scope of such protection and (ii) protecting and enforcing any patents issued on such Invention.

5.5 Acceptance

- a. **For Firm Fixed Price Task Orders.** Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:
 - 1. "DELIVERABLE ACCEPTED" means a Deliverable conforming to the applicable Task Order with no more than minor nonconformities.
 - 2. "DELIVERABLE ACCEPTED WITH REWORK" means a Deliverable substantially conforming to the applicable Task Order but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
 - 3. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Customer may not use any Deliverable in its business operations before acceptance as described in a.1 or a.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with a.2 or a.3, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

- b. **For Task Orders with Professional Service Packages.** Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.
- c. **For Time and Materials Task Orders.** Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order will not be subject to acceptance testing.

5.6 Warranty for Deliverables. Esri warrants to Customer that firm fixed price Deliverables materially comply with Specifications for a period of 90 days from acceptance, subject to the limitations and disclaimers of liability set forth in the "Limited Warranties and Disclaimers" section of [Attachment B](#).

5.7 Changes. The parties may make changes within the general scope of a Task Order by mutual agreement. To document any agreed-to scope changes within the general scope of the Task Order that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

5.8 Customer Termination for Convenience. Customer may terminate any Task Order at any time upon 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected.

5.9 Payment; Invoices

- a. **For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding

month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.

- b. **For Professional Service Packages.** Esri will submit an invoice for Professional Service Packages on receipt of an agreed-upon Task Order. Esri may, at its sole discretion, stop work to avoid exceeding the total labor hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work. Professional Service Packages expire if not used within 12 months of the Esri invoice date.
- c. **For Time and Materials Task Orders**
 1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice meals on a per diem basis in accordance with the full daily limits specified on the government General Services Administration (GSA) website at <https://www.gsa.gov/>. Esri and Customer may include hourly labor rates in this Agreement; if the parties elect to do so, [Attachment D](#) will identify the hourly labor rates for each labor category. Esri may change hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, including travel-related expenses incurred, plus a 15 percent burden.
 2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

5.10 System and Data Access. Each Task Order will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

6.0 ESRI MANAGED CLOUD SERVICES

6.1 Definitions. The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Esri Managed Cloud Services Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
- b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

6.2 Provision of Esri Managed Cloud Services

- a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in [Attachment B](#) of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the Esri Managed Cloud Services to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment. This paragraph does not apply to Esri Managed Cloud Services provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.

- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

7.0 TRAINING

7.1 Definitions. The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
- b. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
- c. **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
- d. **"Esri Training Event Assistant"** means Customer's primary Esri liaison in organizing private Esri Training Events.
- e. **"Student(s)"** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
- f. **"Training Pass"** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day training price throughout the Term of the Training Pass.

7.2 Permitted and Prohibited Uses

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
- b. Customer may reproduce copies of Training Materials for registered Students.
- c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

7.3 Esri's Responsibilities

Esri will

- a. Provide an instructor qualified to conduct Training;
- b. Provide all necessary Training Materials for Student; and
- c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

7.4 Customer's Responsibilities

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
- b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
- c. Submit Student registrations in Esri site classes with payment method information at least 15 business days before the scheduled start date;
- d. Provide the Esri Training Event Assistant with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
- e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
- h. If the Esri Mobile Lab is used, Customer will
 1. Take delivery of the Esri Mobile Lab from the shipping agent, and keep it in a secure, locked area at all times;
 2. Immediately report any previously damaged Esri Mobile Lab equipment to the Esri Training Event Assistant upon receipt of the shipment; and
 3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab equipment while in Customer's possession.

7.5 Student Registration and Training Event Change Policy

- a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
- b. A replacement Student must be from the same Customer organization as the Student being replaced.
- c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
- e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
- f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

7.6 Invoicing; Prepaid Fees

- a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.
- b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume Training days. For a multiyear order, Training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
- c. Training Pass redemption rates are described at <https://www.esri.com/training/training-for-organizations/>.

This paragraph does not apply to Training provided under the Advantage Program.

8.0 ADVANTAGE PROGRAM

8.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. **"Advantage Program"** means either Advantage Program, as described at www.esri.com/services/eeap/components, or the Advantage Program for Partners, as described at www.esri.com/partners/bpap/components.
- c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
- d. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
- e. **"Premium Support Services" or "PSS"** means a prioritized incident management and technical support program further described at <http://support.esri.com/en/support/premium>.
- f. **"Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program.

8.2 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

- a. **Advisor.** Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.
- b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
- c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
- e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

8.3 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: _____
Address: _____
City, State, ZIP: _____

Email: _____
Telephone: _____
Fax: _____

8.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program term.

8.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

8.6 Activity Descriptions for Esri Managed Cloud Services. The Activity Description for Esri Managed Cloud Services orders must include the following:

- a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all EMCS offerings include a Targeted System Availability.
- c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
- d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

8.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and per diem will be determined in accordance with the full daily limits specified on the government General Services Administration (GSA) website at <https://www.gsa.gov/>. Customer will use Learning and Services Credits for travel and per diem expenses.

8.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

8.9 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

8.10 Invoicing

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.
- b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

8.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

"Affiliate" means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"API" means application programming interface.

"ArcGIS Website" means www.arcgis.com and any related or successor websites.

"Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

"Beta" means any alpha, beta, or other prerelease version of a Product.

"Cloud Services" means Online Services and Esri Managed Cloud Services.

"Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources.

"Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"Customer Content" means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

"Data" means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

"Deliverables" means anything that Esri delivers to Customer as a result of performance of Professional Services.

"Documentation" means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

"Esri Managed Cloud Services" means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

"Esri Offering(s)" means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

"GIS" means geographic information system.

"Maintenance" means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

"Malicious Code" means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

"Online Services" means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

"Ordering Document(s)" means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

"Perpetual License" means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

"Product(s)" means Software, Data, and Online Services.

"Professional Services" means any development or consulting services that Esri provides to Customer.

"Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.

"Service(s)" means Maintenance. If Esri provides Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

"Software" means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

"Specification(s)" means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri's published course descriptions for Training.

"Task Order(s)" means an Ordering Document for Services.

"Term License" means a license for use of an Esri Offering for a limited time period ("Term").

"Third-Party Content" means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

"Training" means (i) Product training or (ii) related training that Esri provides under this Agreement.

"Training Materials" means digital or printed content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

"Value-Added Application(s)" means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

**ATTACHMENT B
GENERAL TERMS AND CONDITIONS**

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE B.1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms that require any part of the Esri Offering to be
 1. Disclosed in source code form to third parties;
 2. Licensed to third parties for the purpose of making derivative works; or
 3. Redistributable to third parties at no charge.
- l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE B.2—TERM AND TERMINATION

B.2.1 Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

B.2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

B.2.3 Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS

B.3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty of any kind.

B.3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specification or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

B.3.4 Disclaimers

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

B.3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

ARTICLE B.4—LIMITATION OF LIABILITY

B.4.1 Disclaimer of Liability. Neither Customer, Esri, nor any Esri distributor or licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri for the Esri Offerings or Services giving rise to the cause of action.

B.4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

B.4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

B.4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE B.5—INDEMNIFICATIONS

B.5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. "Claim" means any claim, action, or demand by a third party.
- b. "Indemnitees" means Customer and its directors, officers, and employees.
- c. "Infringement Claim(s)" means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. "Loss(es)" means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

B.5.2 Infringement Indemnity

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

B.5.3 General Indemnity. Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

B.5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Esri's request and expense.

B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE B.6—INSURANCE

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
 1. Premises and operations;
 2. Blanket contractual liability;
 3. Broad form property damage;
 4. Independent contractors;
 5. Personal injury, with employee exclusion deleted; and
 6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

ARTICLE B.7—SECURITY AND COMPLIANCE

B.7.1 Security. Esri publishes its security capabilities at <http://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

B.7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

B.7.3 Export Compliance. Each party will comply with all applicable export laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.6, 120.9, and 120.10, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any

necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

B.7.4 Privacy. Esri will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/privacy-gdpr>.

ARTICLE B.8—CLOUD SERVICES

B.8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's product security officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services for competitive purposes.

B.8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

B.8.3 Customer Content

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
 - (i) Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
 - (ii) Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

B.8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

B.8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a

commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer's content as described above.

B.8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE B.9—GENERAL PROVISIONS

B.9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the distributor's invoices in accordance with the distributor's payment terms.

B.9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

B.9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

B.9.4 Restrictions on Solicitation. Neither party will solicit for hire any employee of the other party who is associated with the performance of Services during the performance of the Services and for a period of 1 year thereafter. This does not restrict either party from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

B.9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the distributor may quote taxes or fees in accordance with its own policies.

B.9.6 Compliance Review. Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

B.9.7 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

B.9.8 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

B.9.9 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement.

Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's distributors are not Affiliates of Esri.

B.9.10 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

B.9.11 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected. ArcGIS Online has been granted FedRAMP tailored low authorization but does not meet higher security requirements including those found in DFARS 252.239-7010.

B.9.12 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

B.9.13 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

B.9.14 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

B.9.15 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

B.9.16 Notice. Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.
Attn.: Contracts and Legal Department
380 New York Street
Redlands, CA 92373-8100
USA
Tel.: 909-793-2853
Email: LegalNotices@esri.com

**ATTACHMENT C
SAMPLE TASK ORDER**
Esri Agreement No. _____
Task Order No. _____

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. ("Esri"), and _____ ("Customer"), _____ ("Customer Address"), this Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: *[As applicable, specifically identify and describe Deliverables including custom code, map data, technical data (including technical assistance), and the resources to be provided by Customer (including Customer-supplied personnel, software, hardware, and digital or hard-copy data) and place of delivery and location where technical assistance will be provided.]*

In addition to the foregoing, Customer agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Customer shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Customer and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type: *[Firm Fixed Price (FFP) or Time and Materials (T&M)]*:
3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):
4. Customer Address for the Receipt of Esri Invoices:
5. Delivery Schedule or Start/End Date(s) for Each Deliverable:
6. Special Considerations:
7. Esri Project Manager: *[insert name, telephone, fax, and email address]*
 Esri Senior Contract Administrator: *[insert name, telephone, fax, and email address]*
 Customer Project Manager: *[insert name, telephone, fax, and email address]*
 Customer Senior Contract Administrator: *[insert name, telephone, fax, and email address]*
 Customer Accounts Payable Contact: *[insert name, telephone, fax, and email address]*

ACCEPTED AND AGREED:

[sample only—do not sign] _____
 (Customer)
 Signature: *[sample only—do not sign]* _____
 Printed Name: _____
 Title: _____
 Date: _____

ENVIRONMENTAL SYSTEMS
 RESEARCH INSTITUTE, INC.
 (Esri)
 Signature: *[sample only—do not sign]* _____
 Printed Name: _____
 Title: _____
 Date: _____

**ATTACHMENT D
TIME AND MATERIALS RATE SCHEDULE**

See Quotation for Pricing.

Product-Specific Terms of Use



The following list identifies additional terms of use that apply to specific Products. Each Product listing identifies one or more footnotes that apply to that Product. These footnotes supplement the terms of this Agreement. The definitions for each footnote follow the list. Unless otherwise noted in the applicable Ordering Document, extensions to a Product follow the same scope of use as that granted for the corresponding Product.

Desktop Products

- ArcGIS Desktop (Advanced, Standard, or Basic) (26)
- ArcGIS Earth (20; 65)
- ArcGIS Explorer Desktop (20)
- ArcGIS for AutoCAD (20)
- ArcPad (13)
- ArcReader (20)
- ArcGIS for Personal Use (3; 26)

Server Products

- ArcGIS Enterprise
 - Standard or Advanced (17; 21; 23; 31; 87)
 - Workgroup Standard or Advanced (21; 23; 28; 29; 30; 87)
 - ArcGIS GIS Server (Standard or Advanced) (31)
 - ArcGIS GIS Server Basic (31; 39)
 - ArcGIS GIS Server Workgroup (Standard or Advanced) (28; 29; 30)
 - ArcGIS GIS Server Workgroup Basic (39)
 - ArcGIS for Maritime: Server (2)
- ArcGIS Enterprise Optional Capability Servers:
 - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server, and ArcGIS Notebook Server Standard (31)
- ArcGIS Enterprise Workgroup Optional Capability Servers:
 - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server, and ArcGIS Notebook Server Standard (4)
- Esri Business Analyst for Server
 - Workgroup (28; 29; 30; 31; 39)
 - Enterprise (31; 39)
- World Geocoder for ArcGIS Basic (67)

Developer Tools

- AppStudio for ArcGIS Standard (11; 16; 19)
- ArcGIS Runtime SDK for Android, iOS, Java, macOS, .NET, Qt, or WPF (16; 19)
- ArcGIS Runtime for Android, iOS, Java, Mac OS X, .NET, Qt, or WPF
 - Lite (15)
 - Basic or Standard (1; 14; 15; 18)
 - Advanced (14; 15; 18)
- ArcGIS Engine Developer Kit and Extensions (16; 19; 22; 26)
- ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26)
- ArcGIS Web API for JavaScript (16; 64)
- ArcGIS Developer Subscription (24; 26; 77)
- Esri CityEngine SDK and Procedural Runtime (19; 84)
- Esri File Geodatabase API (47)

Mobile

- Navigator for ArcGIS (14)

Other

- ArcGIS Hub (85)
- ArcGIS Indoors (86)
- ArcGIS Maps for Adobe Creative Cloud Complimentary user (74)
- Insights for ArcGIS (17)

Online Services

- ArcGIS Online Developer Deployment Subscription is available through the ArcGIS Developer Subscription:
 - + Free Subscription (66; 68; 75; 76; 79; 81)
 - + Paid Subscription (66; 68; 75; 76; 79)
 - Education Programs (Free or Paid Subscriptions) (66; 68; 70; 71; 75; 76; 79; 81)
 - NGO/NPO, Press/Media Programs (Free or Paid Subscription) (66; 68; 70; 71; 72; 75; 76; 79; 81)
- ArcGIS Online subscriptions are available through multiple Selling Programs:
 - Commercial Retail, EAs; and Government Programs (66; 68; 69; 70; 77; 78; 82)
 - Education Programs (66; 68; 69; 70; 71; 78; 81; 82)
 - Non-profit Programs (66; 68; 69; 70; 71; 78; 81; 82)
- Public Plan (66; 68; 74; 75; 76; 80; 81)
 - Customers under the following categories have these additional rights:
 - Commercial Retail (72)
 - enterprise agreements (72)
 - Government (72)
 - NGO/NPO (72)
 - Press/Media Programs (72)
 - Education Programs (71)
- ArcGIS AEC Project Delivery Subscription (83)

Footnotes:

1. May not be used to edit an enterprise geodatabase via Direct Connect.
2. Not for use in navigation.
3. Licensed for personal, noncommercial use only.
4. – Limited to 1 four-core server.
 - Can be installed on a separate machine.
- 5–10. Reserved.
11. Applications built with AppStudio for ArcGIS Standard are subject to the terms of use for ArcGIS Runtime Standard Level.
12. Reserved.
13. Licensed as a Dual Use License.
14. May be used for navigational purposes.
15. Licensed as a Deployment License.
16. Customer may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use anywhere not prohibited under export regulation.
17. Customer shall not redistribute Oracle JDBC Driver or its documentation that is included with this Product. Oracle is a third-party beneficiary of this Agreement with respect to the Oracle JDBC Driver.
18. The Deployment License is per Value-Added Application per computer for stand-alone applications.
19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Licensed as a Redistribution License.
21. See Master Agreement <http://www.esri.com/legal/software-license> for additional terms of use for Named User Licenses.
22. a. An end user must acquire a license in either ArcGIS Engine for Windows/Linux Software or other ArcGIS Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on 1 computer; and
 - b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on 1 computer for use only by that end user.

23. System to System Communication

- a. Customer may use a basic service login to enable one-way, read-only, system-to-system communications from ArcGIS Enterprise to other third-party, enterprise business system(s) in the customer's organization. Customer may use a Viewer Named User Credential or Level 1 Named User Credential as a basic service login until Esri implements an actual service login credential. A specific Viewer Named User Credential or Level 1 Named User Credential used as a basic service login credential may only be used for system-to-system integration purposes and may not also be used by a Named User to access the system.
 - b. Customer may use a standard service login to enable two-way, read-write, system-to-system communications between ArcGIS Enterprise and other third-party, enterprise business system(s) in the customer's organization. Customer may use an Editor (or higher) Named User Credential or Level 2 Named User Credential as a standard service login until Esri implements an actual service login credential. A specific Editor (or higher) Named User Credential or Level 2 Named User Credential used as a standard service login credential may only be used for system-to-system integration purposes and may not also be used by a Named User to access the system.
24. Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Customer may use Value-Added Applications and map caches with ArcGIS Enterprise Staging Server Licenses and Deployment Server Licenses. Software and Data may be installed on multiple computers for use by any ArcGIS Developer Subscribers with Builder or higher plan subscriptions; all other Software is licensed as a **Single Use License**.
25. Reserved.
26. The geodatabase is restricted to 10 gigabytes of Customer's data.
27. Reserved.
28. Use is limited to 10 concurrent end users of applications other than ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup geodatabase. There are no limitations on the number of connections from web applications.
29. Software requires a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of 10 gigabytes of Customer's data. All components must be installed on a **single server**.
31. Includes a Failover License.
32. Reserved.
- 33–38. Reserved.
39. Any editing functionality included with ArcGIS GIS Server is not permitted for use with ArcGIS GIS Server Basic and ArcGIS GIS Server Workgroup Basic.
- 40–46. Reserved.
47. Customer may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Customer's end users.
- 48–53. Reserved.
54. Reserved.
- 55–63. Reserved.
64. Value-Added Applications for web deployment must be used in conjunction with other Esri Products. Third-party technologies may also be used in conjunction with Value-Added Applications as long as the Value-Added Applications are always used in conjunction with other Esri Product(s).
65. May only be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with ArcGIS Earth as long as ArcGIS Earth is always used in conjunction with other Esri Products.
66. Only Customers with an active ArcGIS Online subscription may store geocoded results generated by World Geocoding Service.
67. Limited to 250,000,000 geocodes per annual subscription.
68. Customer may use the data accessible through Infographics Service for display purposes only and may not save any data accessible through this service.
69. May be used for any business purpose of Customer's organization.
70. May be used for development and test purposes for Customer's organization.

71. May be used for teaching purposes in educational organizations.
72. May be used for the internal business purposes of Customer's organization.
73. Reserved.
74. May be used for personal use.
75. Customer may enable third-party use of Value-Added Applications only by publicly sharing the Value-Added Application(s) using Sharing Tools. Customer may not use this subscription to power a Value-Added Application for its own internal business use unless Customer is an educational institution using the Value-Added Application for teaching purposes only, a qualified NGO/NPO organization, or a media or press organization.
76. Customer is not permitted to create private groups or participate in any private groups.
77. Includes a Commercial App Deployment license, which enables Customer to make Value-Added Applications available to third parties for a fee.
78. Customer may use this subscription to create or participate in private groups.
79. Each subscription is limited to 1,000,000 geospatial transactions per month in conjunction with Customer's subscription. Transactions include both basemap data and geocode search transactions. One basemap data transaction is equivalent to eight 256x256 tile requests. One geocode search transaction is equivalent to one address or place. If the results are stored in any manner such as after batch geocoding, the stored results are not counted toward the transaction limit. However, storage does consume Service Credits.
80. May permit registered students of an education institution to directly access the Online Services and share a single subscription between more than 1 registered student for teaching purposes only.
81. Customer may not make Value-Added Applications available to third parties for a fee.
82. A Named User may embed its Named User Credential in an ArcGIS API for Python script solely for the purpose of automating a workflow to be used exclusively by the Named User whose Named User Credential is embedded in the script.
83. Customer must use a separate AEC Project Delivery Subscription for each Customer client ("Client"). Customer may (i) use the AEC Project delivery Subscription solely to collaborate on project work with its Client; and (ii) provide Client with Named User access to the AEC Project Delivery Subscription to enable Client to access the AEC Project Delivery Subscription to collaborate on project work that Customer performs for Client. Client may not use the Named User License for any other purpose. Customer is solely responsible for Client's compliance with these terms of use and will ensure that Client stops using the AEC Project Delivery Subscription when the project ends.
84. Does not include a Deployment License for commercial use. Does include a Deployment License for non-commercial or educational use.
85. Software licenses and subscriptions included with ArcGIS Hub may only be used to support the community initiatives enabled by ArcGIS Hub. Customer may allow 3rd parties to be Named Users of ArcGIS Hub for the sole purpose of engaging in community activities. Customers may allow employees, agents, consultants, or contractors to be Named Users of ArcGIS Hub for the sole purpose of administering, configuring, maintaining, and supporting community initiatives through ArcGIS Hub. No other use of software licenses and subscriptions included with ArcGIS Hub is permitted.
86. Customer may use the software licenses and subscriptions included with ArcGIS Indoors solely to enable the capabilities of ArcGIS Indoors as defined in the ArcGIS Indoors Documentation. No other use of software licenses and subscriptions included with ArcGIS Indoors is permitted.
87. Accessing Parcel Fabric services provided by ArcGIS Enterprise is prohibited except through ArcGIS Pro Standard and ArcGIS Pro Advanced.

Esri Maintenance and Support Program



This Esri Maintenance and Support Program document describes Esri's commitment to support a US customer's use of Esri's unmodified Qualifying Products by providing some or all of the following maintenance benefits: technical support, new version software, hot fixes, patches, software updates, Self-Paced E-Learning, beta programs, and/or Esri User Conference registration ("**Maintenance**"). Maintenance benefits may vary by product or program. For Maintenance details, contact Esri Customer Service or visit Esri's product qualification web page at <http://www.esri.com/software/maintenance/benefits>.

In addition to Maintenance, Customers in the United States of America may purchase one or more of the following programs, collectively known as ("**Support Programs**"), which enhance the benefits of Maintenance.

- a. Premium Support Services ("**PSS**")
- b. Special Events Premium Support Services ("**SEPS**")
- c. North America Regulated Industries Support ("**NORUS**")
- d. After Hours Support

For further details regarding the Support Programs, contact Esri or visit Esri's support web page at <http://support.esri.com/other-resources/SupportServices>.

Esri reserves the right to change the Esri Maintenance and Support Program at any time and, if reasonable under the circumstances, Esri will provide thirty (30) days' advance written notice of any material alterations. Any material alterations will become effective upon renewal.

ARTICLE 1—DEFINITIONS

The terms used are defined as follows:

- a. "**Authorized Caller(s)**" means the Customer-designated individual who may contact Esri to request standard technical support (e.g., to report technical issues or request product assistance).
- b. "**Case**" previously referred to as Incident, means the Esri record that contains technical notes and documentation of all related interactions between Customer and Esri Support Services for a given technical issue. Depending on how the request was initiated, Esri will provide phone, email, or chat confirmation of the Case creation. The Case will be given a unique identification number for reference and tracking.
- c. "**Customer**" means Licensee or Customer as defined in the Master Agreement or your signed Agreement with Esri.
- d. "**Customer Number**" means a unique number created by Esri to identify each Customer office or site and that will be included on the invoice and/or packing list with any shipment.
- e. "**Esri Support Services**" means Esri support team.
- f. "**Hot Fix(es)**" means a single fix in one of the specific functional areas that is critical to Customer (e.g., Customer's production has stopped) Esri will send the Hot Fix to Customer as soon as Esri completes a technical feasibility assessment. With the Hot Fix, Esri will deliver documentation that will clearly identify the technical problems addressed and any limitations. Esri will conduct limited testing on Hot Fixes before providing them to Customer. Esri will incorporate Hot Fixes into subsequent service packs. Hot Fixes do not provide new functionality. Hot Fixes will only function with the associated Esri product type and release.
- g. "**Patch(es)**" means a single fix (see Hot Fix(es)) or a set of related fixes that are in a specific functional area of the Esri product and will apply to multiple Esri customers. Once a Patch is released, it will be incorporated into a subsequent service pack release. Esri conducts limited testing on Patches before providing them to customers. Patches do not provide new functionality. Patches will only function with the associated Esri product type and release.
- h. "**Premium LAC**" means up to two (2) individuals selected by Customer to report a PSS Case and work directly with the TAM.

- i. **"PSS Case(s)"** means a Case that is opened as or elevated to PSS and/or SEPSS via Customer request or technical support's elevation process.
- j. **"Qualifying Product(s)"** means Esri's unmodified Products or Products that were modified by Esri or under Esri's direction and are eligible for some or all of the Maintenance benefits licensed to Customer subject to the terms and conditions of the License Agreement signed by Esri and Customer.
- k. **"Self-Paced E-Learning"** means a collection of self-paced learning resources for the ArcGIS Platform, accessible from the Esri Training website.
- l. **"Software Updates"** means a collection of files that enhance or correct a Qualifying Product and that will be available for Customer to download during the Maintenance term.
- m. **"TAM"** means the Technical Account Manager who will be the primary point of contact for the coordination and escalation of PSS Cases.

ARTICLE 2—PAYMENT, EXPIRATION, RENEWAL, AND REINSTATEMENT

2.1 Payment. Esri will automatically provide Maintenance for the first twelve (12) consecutive months from the licensed date of Qualifying Products. All Maintenance and any Support Program(s) may be purchased in advance, with payment terms of net thirty (30) days, unless otherwise agreed to in another agreement between Customer and Esri. Customer may issue a purchase order for its initial Support Program order at any time during a Maintenance term.

2.2 Term Expiration. Esri will send Customer a notice of expiration one hundred twenty (120) days before the term expires. Esri will issue a quote ninety (90) days before the expiration date ("**Renewal Quote**"). The Renewal Quote will be sent via email or fax and provide Customer with a breakdown of the Products licensed and additional Support Program(s) due to expire and the associated fees to renew. If Esri does not receive a purchase order or payment prior to the expiration date, Esri will notify Customer that the term has expired. Esri will continue to provide standard technical support for an additional thirty (30) days, but Customer will no longer receive Software Updates released after the Maintenance term's expiration or have access to Support Program(s). If Customer does not reinstate Maintenance within thirty (30) days after the expiration date, Customer will no longer receive technical support. All other Maintenance benefits and Support Program(s) will end with the expiration of the Maintenance term.

2.3 Prorating Renewal Terms. If Customer has acquired multiple Qualifying Products throughout the course of a year, Esri will provide a single Renewal Quote with prorated fees and a common renewal term for all Qualifying Products and Support Program(s) (if applicable). The common renewal term will start on the earliest of the Qualifying Products' renewal dates.

2.4 Reinstatement Fee for Past Due Renewals. Esri will reinstate Maintenance and Support Program(s) (if applicable) if Customer sends a purchase order or payment within thirty (30) days of the expiration date. If Customer does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Customer would have paid since the expiration date. Renewal Maintenance and Support Program(s) will be reinstated at the then-current pricing.

ARTICLE 3—ESRI USER CONFERENCE REGISTRATION; SELF-PACED E-LEARNING

3.1 Esri User Conference Registration. During the Maintenance term, Customer may be eligible for complimentary registrations to attend the Esri User Conference. Unless otherwise agreed to in writing by Esri and Customer, Customer's eligibility will be dependent on the license type(s) and quantity of Qualifying Products. Customer may purchase additional registrations. Customer must submit a registration form for each individual attending the conference. Esri User Conference registrations are assigned in the order received and are nontransferable.

3.2 Self-Paced E-Learning. During the Maintenance term, Customers will receive access to Self-Paced E-Learning. Each individual must have an Esri account, a broadband Internet connection, and must be an employee, agent, consultant, or contractor of Customer. For education accounts, individuals may include registered students.

ARTICLE 4—TECHNICAL SUPPORT

4.1 Scope of Technical Support. During the Maintenance term, Qualifying Products will receive the level of technical support corresponding to the respective life cycle phase. Information on the Qualifying Product life cycle phase and the ArcGIS Product Life Cycle Support Policy can be found at <http://support.esri.com/en/content/productlifecycles>. Esri does not provide technical support for (a) sample applications; (b) patches received outside of a life cycle; or (c) third-party software, hardware, graphics cards, monitors, plotters, graphics printers, digitizers, modems, or similar peripherals that are not provided by Esri. However, Esri does answer questions about how to interface Esri products with supported devices.

4.2 Authorized Callers. Customer may designate a limited number of Authorized Callers per Qualifying Product. Customer may replace Authorized Callers at any time by notifying Esri Support Services or through the My Esri site. If Customer has an enterprise agreement, site license agreement, or paid Support Program(s) subscription with Esri, Authorized Callers will be identified by name in the corresponding agreement or documentation.

4.3 Telephone, Chat, and Web Form. If Customer needs help with a technical issue, Authorized Caller may contact Esri by phone, chat, or web form.

- a. *By Telephone.* Each technical support request will be logged as a Case. After a Case is logged, the caller will be connected to a technical specialist who will be dedicated to work on the technical issue. If a technical specialist is unavailable, the Case will be placed in a dispatch queue for the next available technical specialist.
- b. *By Chat.* To initiate a chat consultation, click the Chat with an Analyst button at <http://support.esri.com/en/webform-chat>. Chat-based requests can only be made during Esri Support Services operating hours, listed in Article 9 below. Each technical support request will be logged as a Case. After a Case is logged, Authorized Caller will be connected to a technical specialist. If a technical specialist is unavailable, Authorized Caller can opt to receive an email notification when the next technical specialist is available.
- c. *By Web Form.* Authorized Caller may request technical support by completing an online web form available at <http://support.esri.com/en/webform>. Requests made through this channel are received twenty-four (24) hours a day, seven (7) days a week, but are logged and assigned to a technical specialist the next business day. Esri will respond on a first come, first served basis. All Cases reported by web form are given the same priority and level of attention as those reported by telephone.

4.4 Esri Online Support Center and My Esri. Esri has created a self-help support website center for Authorized Caller to submit technical issues; chat with technical specialists; track technical support Cases through the Esri Customer Care portal; and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The Esri Support website can be found at <http://support.esri.com>. My Esri can be found at <https://my.esri.com>.

4.5 Technical Support Case Reporting/Logging. For most Qualifying Products, Authorized Caller may contact Esri as many times as needed. All requests for technical support must contain detailed information about the technical issue. Authorized Caller must be prepared to provide as much of the following information as possible:

- The Esri Customer Number
- The phone number and email address where Authorized Caller can be reached
- The version of the software and operating system in use
- The database in use, if applicable
- The Esri Global ID
- A description of what Customer was doing when the problem occurred
- The exact wording of any error messages that appear on the screen
- Any steps taken to resolve the problem

4.6 Standard Technical Support Response Time. Esri will respond to a technical support request during Esri Support Services operating hours. Esri will make commercially reasonable efforts to respond and provide status updates to Authorized Caller according to the severity level of the technical issue as shown in the table below. Authorized Caller may request that the technical specialist change a technical issue severity level, but requests for critical- and high-severity levels must be made via telephone.

Severity	Criteria	Response Time	Status Updates
Critical	<ul style="list-style-type: none"> ▪ Causes a severe impact to business operations (e.g., critical business processes are disabled) ▪ No workaround available 	Six (6) business hours	Esri will provide status every business day until closure of the Case.
High	<ul style="list-style-type: none"> ▪ Causes a noncritical impact to business operations (e.g., significant degradation of quality or handling of data) ▪ No stable workaround available 	Eight (8) business hours	Esri will provide status every business day until closure of the Case.
Medium	<ul style="list-style-type: none"> ▪ Causes a minor impact to business operations 	Two (2) business days	Esri will provide status every three (3) business days until closure of the Case.
Routine	<ul style="list-style-type: none"> ▪ Causes little or no impact to business operations 	Two (2) business days	Esri will provide status every five (5) business days until closure of the Case.

4.7 Resolution Time. After the Technical Support Case is logged, Esri will use commercially reasonable efforts to provide corrections to a technical issue or supply a workaround. While it is Esri's goal to provide an acceptable resolution to technical issues, Esri cannot guarantee that all technical issues can be fixed or resolved.

ARTICLE 5—PREMIUM SUPPORT SERVICES (US CUSTOMERS ONLY)

Customers current on Maintenance may purchase PSS on an annual basis coterminous with Maintenance or SEPSS in blocks of one (1) month, three (3) months, six (6) months. Upon payment of PSS or SEPSS, Customer will receive all benefits described for in Article 4 above and additionally receive (i) access to a designated TAM, (ii) the ability for Premium LAC to convert a Case into a PSS Case at any time, (iii) priority Case management, (iv) request support cases 24 hours a day, 365 days a year, and (v) additional enhanced support and services.

5.1 Technical Account Manager. Esri will assign a TAM to Customer to work directly with Premium LAC to oversee open Cases.

- a. TAM will (i) become familiar with Customer's geographic information system (GIS) software architecture and infrastructure; (ii) verify that all open PSS Cases are prioritized above Cases opened under Maintenance; (iii) work closely with Premium LAC and Esri senior support analyst toward the resolution of all open PSS Cases; (iv) provide Premium LAC with a daily status update on all PSS Cases or as agreed to by TAM and Customer; and (v) make reasonable efforts to be available from 5:00 a.m. to 5:00 p.m. (Pacific time), Monday through Friday, except on Esri holidays.
- b. Esri may replace TAM with another TAM of similar skill and background, by written notice to Customer.
- c. All communications will be conducted in the English language unless by written agreement of both parties.

5.2 Priority Case Management. Cases reported by Premium LAC and converted to a PSS Case will be given priority handling after the initial Case is created and documented (excluding chat Cases).

5.3 PSS/SEPSS Response Time. In addition to the response times outlined in Article 4.6, Esri will make commercially reasonable efforts to call or send an email response within one (1) business hour of receipt of a new PSS Case, regardless of its severity level. Esri will provide a status report every business day until closure of the PSS Case.

ARTICLE 6—NORTH AMERICA REGULATED INDUSTRIES SUPPORT (US CUSTOMERS ONLY)

Customers current on Maintenance may purchase NORUS on an annual basis that is coterminous with Maintenance. Upon payment of NORUS, Customers will receive technical support from technical specialists who

are confirmed US citizens located in the US and who will be the only technical specialists able to access Cases and Customer data created or collected by NORUS technical specialists.

ARTICLE 7—AFTER HOURS SUPPORT (US CUSTOMERS ONLY)

Customers current on Maintenance may purchase After Hours Support on an annual basis that is coterminous with Maintenance. Upon payment of After Hours Support Customer will receive all benefits described in Article 4 above and the ability to request a support case 24 hours a day, 365 days a year. Esri will make commercially reasonable efforts to call or send an email response within one (1) business hour of receipt of a new Case, regardless of its severity level.

ARTICLE 8—CONFIDENTIALITY

All data, conversations, and Cases are confidential in nature. Esri will treat all Cases (including PSS Cases) as confidential, using the same degree of care, but no less than reasonable care, as Esri uses to protect its own confidential information of a similar nature. Within ninety (90) days of closing a Case, Esri will delete or destroy all information provided within a Case, unless otherwise requested by Licensee in writing. This obligation to delete or destroy excludes information retained in backup media or other archival records maintained in the ordinary course of business that are not readily accessible by Esri personnel, or information retained for future review by Esri's development team.

ARTICLE 9—CONTACTING ESRI

Esri Support Services

Web: <http://support.esri.com/>

Tel.: 909-793-3774

Toll-Free Phone: 888-377-4575, extension 2

Support Web Form: <http://support.esri.com/en/webform>

MyEsri: <http://my.esri.com>

Chat: <http://support.esri.com/en/webform-chat>

Esri Corporate Offices

Tel.: 909-793-2853

Fax: 909-793-5953

Email: info@esri.com

Esri Customer Service

Tel.: 888-377-4575, extension 5

Email: service@esri.com

Web: <http://service.esri.com>

Operating Hours: 5:00 a.m. to 5:00 p.m. (Pacific time), Monday through Friday, except Esri holidays.

RESOLUTION NO. 2019-245

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE
CITY MANAGER TO EXECUTE AN AGREEMENT WITH
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC., OF
REDLANDS, FOR GEOGRAPHIC INFORMATION SYSTEM SOFTWARE

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WHEREAS, the City has been using Geographic Information System (GIS) software by Environmental Systems Research Institute, Inc. (ESRI) since 2010; and

WHEREAS, staff relies on the various ESRI software applications to perform mapping services that support both public and internal City uses. Information typically used by the public includes bus route and garbage pickup information, utility schematics, and information related to land use and zoning; and

WHEREAS, staff recommends authorizing the City Manager to execute an agreement with Environmental Systems Research Institute, Inc., of Redlands, for geographic information system software, in the amount of \$150,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a three-year agreement with Environmental Systems Research Institute, Inc., of Redlands, California, for geographic information system software, in the amount of \$150,000.

Dated: November 20, 2019

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I hereby certify that Resolution No. 2019-245 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 20, 2019, by the following vote:

AYES: COUNCIL MEMBERS – Johnson, Kuehne, Nakanishi, and Mayor Chandler
NOES: COUNCIL MEMBERS – None
ABSENT: COUNCIL MEMBERS – Mounce
ABSTAIN: COUNCIL MEMBERS – None


JENNIFER M. FERRAILO
City Clerk

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE ESRI ENTERPRISE ADVANTAGE PROGRAM (EEAP) AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI), OF REDLANDS, CA FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) INTEGRATION SERVICES (\$89,000), AND AUTHORIZING THE ELECTRIC UTILITY DIRECTOR TO PURCHASE ADDITIONAL SUPPORT SERVICE CREDITS (\$68,000) TO ADVANCE LODI ELECTRIC UTILITY'S GIS ADOPTION AND INTEGRATION EFFORTS

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WHEREAS, Lodi Electric Utility (LEU) is working to modernize various workflows and to organize more records and data electronically; seeking better efficiencies, tracking, reporting, analysis and decision making capabilities; and

WHEREAS, central to these efforts is the need for a modern and robust Geographic Information System (GIS), having strong integration with numerous other toolsets; and

WHEREAS, outside services are currently needed to provide the technical skillset and resources to guide and accelerate LEU's GIS implementation efforts; and

WHEREAS, the ESRI Enterprise Advantage Program (EEAP) Agreement will provide LEU with various technical services, including consulting, training and support; and

WHEREAS, Environmental Systems Research Institute, Inc., (ESRI) has familiarity with LEU's setup and is well positioned to provide the needed technical consulting, guidance and services; and

WHEREAS the City is currently in a Small Enterprise Agreement with ESRI, dated January 1, 2020, approved by Resolution 2019-245, whose terms and conditions would govern this EEAP agreement as well; and

WHEREAS, in accordance with Lodi Municipal Code Section 3.20.075, computer consulting services are exempt from public bidding and advertising requirements; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute the EEAP Agreement with ESRI of Redlands, CA for GIS adoption and integration services in the amount not to exceed \$89,000; and

WHEREAS, staff further recommends that the City Council authorize the Electric Utility Director to purchase additional support service credits, including execution of any associated documents, from ESRI of Redlands, CA for GIS adoption and integration services in an amount not to exceed \$68,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute the EEAP Agreement with ESRI of Redlands, CA for GIS adoption and integration services in an amount not to exceed \$89,000; and

BE IT FURTHER RESOLVED that the Lodi City Council hereby authorizes the Electric Utility Director to purchase additional Support Service Credits, including execution of any associated documents, from ESRI of Redlands, CA for GIS adoption and integration services in an amount not to exceed \$68,000.

Dated: May 06, 2020

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I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held on May 6, 2020 by the following vote:

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

PAMELA M. FARRIS
Assistant City Clerk

2020-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute the Participating Electric Distribution Utility Joinder to the Clean Fuel Reward Program Governance Agreement

MEETING DATE: May 6, 2020

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute the Participating Electric Distribution Utility (EDU) Joinder to the Clean Fuel Reward (CFR) Program Governance Agreement.

BACKGROUND INFORMATION: The Clean Fuel Reward (CFR) Program is a statewide point-of-purchase rebate program for new electric vehicle (EV) purchases, required by the Low Carbon Fuel Standard (LCFS) Regulation.

This instant rebate will be available at any participating car dealership within the state and is funded entirely by a percentage of utilities' LCFS credits resulting from residential EV charging. EDUs participating in the LCFS Program are required to enter into the CFR Program Governance Agreement and comply with the regulatory requirements regarding the CFR Program as required by the California Air Resources Board (CARB).

The CFR Program Governance Agreement establishes and defines the oversight and administrative structure for the CFR Program, the Steering and Advisory Committees, the solicitation process for selecting program implementers, cost sharing and transfer schedules for program costs, and various risk mitigation measures. On January 7, 2020, the California Public Utilities Commission (CPUC) formally approved a final version of the CFR Program Governance Agreement. As a LCFS Program EDU participant, Lodi Electric Utility (LEU) is required to join the CFR Program Governance Agreement via the Participating EDU Joinder.

Southern California Edison (SCE) will administer the program by retaining and overseeing third-party implementers, including: (1) a financial institution to receive and hold the participating utilities' LCFS revenues and distribute to dealers the reimbursements for point-of-purchase LCFS rewards; (2) an independent accounting firm to perform regular audits; and (3) one or more program implementers to engage in marketing, establish an online tool, and perform necessary administrative functions. It is anticipated the CFR Program will commence Fall 2020.

To fund the CFR Program expenses, LEU is required to annually transfer two percent of residential LCFS credit proceeds, estimated at \$1,800, beginning in 2023. Additionally, participating utilities are required to transfer a percentage share of \$50 million for the initial start-up costs of the CFR Program's starting balance. LEU's initial contribution is \$14,574, to be transferred by January 2023.

Since joining the LCFS Program in 2018, LEU has received 623 credits with an estimated market value of \$112,140. These credits are based on current metered charging and unmetered residential EV

APPROVED: _____
Stephen Schwabauer, City Manager

charging estimated by CARB based on the number of registered EVs in LEU's service territory. LCFS credit proceeds can be used to supplement existing funding for EV incentive programs and other electrification efforts.

Participation in the CFR Program is a requirement for LEU to continue receiving LCSF credits. The Risk Oversight Committee received a report on the CFR Program Governance Agreement and Participating EDU Joinder at its April 21, 2020 meeting.

FISCAL IMPACT: \$14,574 initially and approximately \$1,800 annually thereafter.

FUNDING AVAILABLE: The initial contribution and two percent annual contribution will be funded by LEU's LCFS credit proceeds.

Andrew Keys
Deputy City Manager/Internal Services Director

Jeff Berkheimer
Electric Utility Director

PREPARED BY: Jiayo Chiang, Electric Utility Resources Analyst
JB\MP\JC\nb

EXHIBIT A PARTICIPATING EDU JOINDER

This JOINDER AGREEMENT (“Joinder Agreement”), dated as of _____, 2020 is made by CITY OF LODI, a California municipal corporation (the “Joining EDU”), and delivered to Southern California Edison Company, in its capacity as Program Administrator (in such capacity and together with any successors in such capacity, the “Program Administrator”) under that certain Governance Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Governance Agreement”; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Governance Agreement), dated as of _____, 2020 made by and among Pacific Gas and Electric Company, San Diego Gas & Electric Company, Southern California Edison Company, Los Angeles Department of Water & Power, Sacramento Municipal Utility District, and the other electric distribution utilities (“EDUs) party thereto.

WHEREAS, the Joining EDU is an EDU operating in the State of California and desires to participate in the CFR Program developed and implemented by the EDUs that are parties to the Governance Agreement and, in order to participate in the CFR Program, the Joining EDU is required by the terms of the Governance Agreement and the LCFS Regulation to be joined as a party to the Governance Agreement as a Participating EDU; and

WHEREAS, this Joinder Agreement supplements the Governance Agreement and is delivered by the Joining EDU pursuant to Section 2.2 of the Governance Agreement; and

WHEREAS, the Joining EDU will materially benefit directly and indirectly from (i) the CFR Program and from the LCFS Base Credits made available and to be made available by CARB to the Joining EDU as a participant in the CFR Program and a Participating EDU under the Governance Agreement, and (ii) from the Program Administrator’s administration of the CFR Program on behalf of the Joining EDU and all Participating EDU; and

NOW THEREFORE, the Joining EDU hereby agrees as follows with the Program Administrator and each other Party to the Governance Agreement:

1. Joinder. The Joining EDU hereby irrevocably, absolutely and unconditionally becomes a party to the Governance Agreement as a Participating EDU, as a Party, and in each other capacity (e.g., POU, IOU, Northern EDU, Southern EDU, etc.) under the Governance Agreement that is applicable to the Joining EDU as a Participating EDU and Party thereunder, and agrees to be bound by all the terms, conditions, covenants, obligations, liabilities and undertakings applicable to any such Participating EDU or Party, or to which any such Participating EDU or Party is subject thereunder, all with the same force and effect as if the Joining EDU were an original signatory to the Governance Agreement. Without limiting the generality of the foregoing, (a) the Joining EDU hereby designates and authorizes the Program Administrator to act on its behalf as the Program Administrator under the Governance Agreement and under any Program Agreement, and authorizes the Program Administrator to take such actions on its behalf and to exercise such powers as are delegated to the Program Administrator by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto or as otherwise determined by the Steering Committee, in each case in accordance with the terms and conditions of and for the time period

set forth in the Governance Agreement, and (b) the Joining EDU, on its own behalf and on behalf of its Related Entities, does hereby irrevocably, unconditionally, voluntarily, knowingly, fully, finally, completely, and forever grant and make the Release and Covenant Not to Sue, and agrees to the indemnification and other obligations, set forth in ARTICLE 7 of the Governance Agreement with full knowledge and in full agreement with all of the terms, conditions and obligations set forth therein and without limiting the generality of the foregoing expressly acknowledges and agrees that it has been advised of, and does hereby specifically and expressly waive and release all rights under, the provisions of Section 1542 of the Civil Code of California, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

2. Affirmations. The Joining EDU hereby makes each of the representations and warranties and agrees to each of the covenants contained in the Governance Agreement that is made by any Participating EDU, Party, and in each other capacity under the Governance Agreement that is applicable to the Joining EDU as a Participating EDU and Party thereunder. The Joining EDU also represents and warrants to the Program Administrator and to each other Party that (a) it has the power and authority, and the legal right, to make, deliver and perform this Joinder Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Joinder Agreement, (b) no consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person that has not been obtained, made or completed is required in connection with the execution, delivery and performance, validity or enforceability of this Joinder Agreement, (c) this Joinder Agreement has been duly and validly executed and delivered on behalf of the Joining EDU, (d) the execution, delivery and performance of this Agreement by such Joining EDU will not violate, conflict with, require consent under or result in any breach or default under (i) any of such Joining EDU’s organizational, governing or charter documents, (ii) any applicable law, or (iii) with or without notice or lapse of time or both, the provisions of any material contract or agreement to which such Joining EDU is a party or to which any of its material assets are bound, and (e) this Joinder Agreement constitutes a legal, valid and binding obligation of the Joining EDU enforceable against such Joining EDU in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors’ rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

3. Miscellaneous. ARTICLE 10 of the Governance Agreement is hereby incorporated into this Joinder Agreement by reference and shall be a part hereof, *mutatis mutandis*.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Joinder Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ATTEST:

CITY OF LODI, a California municipal corporation

By: _____
PAMELA M. FARRIS
Assistant City Clerk

By: _____
STEPHEN SCHWABAUER
City Manager

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

By: _____ 

Contact Information for Notices:

City of Lodi
Electric Utility Department
1331 South Ham Lane
Lodi, CA 95242
Attn: Electric Utility Director

If not already listed on Schedule 1.1 to the Governance Agreement, the Joining EDU hereby elects to be listed thereon as a Northern EDU.

AGREED TO AND ACCEPTED:
Southern California Edison Company, as Program Administrator

By _____
Name:
Title:
Contact Information for Notices:

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE THE PARTICIPATING ELECTRIC
DISTRIBUTION UTILITY JOINDER TO THE CLEAN FUEL REWARD
PROGRAM GOVERNANCE AGREEMENT

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WHEREAS, the Clean Fuel Reward (CFR) Program is a statewide point-of-purchase rebate program for new electric vehicle (EV) purchases, required by the Low Carbon Fuel Standard (LCFS) Regulation; and

WHEREAS, the CFR rebate will be available at any participating car dealership within the state and is funded entirely by a percentage of utilities' LCFS credits resulting from residential EV charging; and

WHEREAS, Electric Distribution Utilities (EDUs) participating in the LCFS Program are required to enter into the CFR Program Governance Agreement and comply with the regulatory requirements regarding the CFR Program as required by the California Air Resources Board (CARB); and

WHEREAS, the CFR Program Governance Agreement establishes and defines the oversight and administrative structure for the CFR Program, the Steering and Advisory Committees, the solicitation process for selecting program implementers, cost sharing and transfer schedules for program costs, and various risk mitigation measures; and

WHEREAS, on January 7, 2020, the California Public Utilities Commission (CPUC) formally approved a final version of the CFR Program Governance Agreement and Lodi Electric Utility (LEU) is required to join the CFR Program Governance Agreement via the Participating EDU Joinder; and

WHEREAS, LEU is required to annually transfer two percent of residential LCFS credit proceeds, estimated at \$1,800, beginning in 2023; and

WHEREAS, participating utilities are required to transfer a percentage share of \$50 million for the initial start-up costs of the CFR Program's starting balance with LEU's initial contribution totaling \$14,574, to be transferred by January 2023; and

WHEREAS, the Risk Oversight Committee received a report on the CFR Program Governance Agreement and Participating EDU Joinder at its April 21, 2020 meeting.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the Electric Distribution Utility Joinder to the Clean Fuel Reward Program Governance Agreement.

Dated: May 6, 2020

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I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 6, 2020, by the following vote:

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

PAMELA M. FARRIS
Assistant City Clerk

2020-_____



CITY OF LODI COUNCIL COMMUNICATION

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- AGENDA TITLE:** Adopt the Following Resolutions Pertaining to the November 3, 2020, General Municipal Election:
- (a) Resolution Calling and Giving Notice of the General Municipal Election;
 - (b) Resolution Requesting the San Joaquin County Board of Supervisors to Render Specified Services for the Conduct of a General Municipal Election;
 - (c) Resolution Setting Forth the Council's Policy Regarding Impartial Analysis, Arguments, and Rebuttal Arguments for Any Measure(s) that May Qualify to be Placed on the Ballot; and
 - (d) Resolution Adopting Regulations for Candidates for Elective Office Pertaining to Candidates' Statements Submitted to the Voters at the General Municipal Election
- MEETING DATE:** May 6, 2020
- PREPARED BY:** City Clerk

RECOMMENDED ACTION: Adopt resolutions pertaining to the November 3, 2020, General Municipal Election with respect to calling and noticing the election, consolidating the election with the County, setting forth the policy for any measures, and adopting regulations for candidates' statements, as required by the California Elections Code.

BACKGROUND INFORMATION: The 2020 General Municipal Election for two City Council seats (one each for Districts 4 and 5) will be held on Tuesday, November 3, 2020. The current term of Council Member Mounce (District 4) is expiring and there is one vacancy due to the death of Council Member Johnson which will be filled as District 5.

It is necessary for the City Council to adopt a resolution calling and giving notice of the holding of a General Municipal Election in the City of Lodi on November 3, 2020. On October 19, 1988, the City Council adopted Ordinance No. 1438 consolidating municipal elections with statewide general elections. The ordinance was approved by the San Joaquin Board of Supervisors on February 7, 1989.

It is also necessary for the City to enter into an agreement with San Joaquin County to provide certain services for the conduct of the November 3, 2020, General Municipal Election. The City will reimburse the County for these services when the work is completed and upon presentation of a properly audited invoice to the City.

APPROVED: _____
Stephen Schwabauer, City Manager

The Elections Code states that when a City measure qualifies for a place on the ballot, the governing body may direct the elections official to transmit a copy of the measure to the City Attorney for preparation of an impartial analysis. The Elections Code further sets forth the process for receiving arguments for and against the measure(s) and for the submittal of rebuttal arguments.

The Elections Code allows each candidate, for a non-partisan elective office in a city, to prepare a statement to be included with the sample ballot and mailed to each registered voter. Candidate statements are designed to acquaint voters with a candidate's qualifications for the office they are seeking. The law requires the Council to adopt a policy no later than seven days before the nomination period opens regarding the candidates' statements and obligations for payment. Elections Code §13307 allows the City to estimate the total cost of printing, handling, translating, and mailing the candidates' statements and requires each candidate filing a statement to pay in advance to the City his or her pro rata share, as estimated through the County Registrar of Voters, as a condition of having his or her statement included in the voters' pamphlet. As is customary for previous elections, it is recommended that the City Council authorize charging the candidates for the actual costs associated with candidate statements. It is also recommended that the City Council approve the 200-word limitation for candidate statements.

The Elections Code includes provisions for performing election-related tasks during regular business hours, as posted, and extending the deadline to the next regular business day if necessary. The City is on a 9/80 schedule. The relevant schedule is attached and will be posted as part of the election notices.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: The anticipated cost of the November 2020 General Municipal Election is approximately \$175,000. Costs for the election will be included in the Fiscal Year 2020/21 proposed budget.

Andrew Keys
Deputy City Manager

Pamela M. Farris

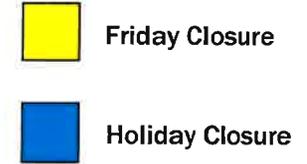
Pamela M. Farris
Assistant City Clerk



City of Lodi Calendar

2020

July to December



July 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

The City of Lodi will be closed every other Friday.

Hours: Monday-Thursday 7:30 a.m. to 5:30 p.m., Every Other Friday 8:00 a.m. to 5:00 p.m.

RESOLUTION NO. 2020-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY ON TUESDAY, NOVEMBER 3, 2020, FOR THE ELECTION OF CERTAIN OFFICERS OF THE CITY AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to General Law Cities in the State of California, a General Municipal Election shall be held on Tuesday, November 3, 2020, for the election of municipal officers in Districts 4 and 5.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That, pursuant to the requirements of the laws of the State of California relating to General Law Cities within said State, there is called and ordered to be held in the City of Lodi, California, on Tuesday, November 3, 2020, a General Municipal Election for the purpose of electing the qualified two (2) members of the City Council (one each from Districts 4 and 5) of said City for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk of the City of Lodi is authorized, instructed, and directed to coordinate with the County of San Joaquin Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter, and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code §10242, except as provided in §14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Dated: May 6, 2020

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 6, 2020, by the following vote:

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

PAMELA M. FARRIS
Assistant City Clerk

2020-____

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD TUESDAY, NOVEMBER 3, 2020, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Lodi called a General Municipal Election to be held on November 3, 2020, for the purpose of election of two (2) members of the City Council (one each from Districts 4 and 5); and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the city the precincts, polling places, and elections officers of the two elections be the same, and that the county election department of the County of San Joaquin canvass the returns of the General Municipal Election and that the election be held in all respects as if it were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That, pursuant to the provisions of §10403 of the Elections Code, the San Joaquin County Board of Supervisors is hereby requested to consent and agree to the consolidation of a General Municipal Election with a Statewide General Election on Tuesday, November 3, 2020, for the purpose of election of two (2) Members of the City Council (one each from Districts 4 and 5).

SECTION 2. That the County election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if it were only one election, and only one form of the ballot shall be used. The election will be held and conducted in accordance with the provisions of the laws regulating the statewide or special election.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the County election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Lodi recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs upon presentation to the City of a properly approved invoice.

SECTION 5. That the City Clerk is directed to forward without delay to the Board of Supervisors and the County Registrar of Voters' offices a certified copy of this resolution.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Dated: May 6, 2020

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the Lodi City Council in a regular meeting held May 6, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

PAMELA M. FARRIS
Assistant City Clerk

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA,
SETTING FORTH THE COUNCIL'S POLICY REGARDING IMPARTIAL
ANALYSES, ARGUMENTS, AND REBUTTAL ARGUMENTS FOR ANY
MEASURE(S) THAT MAY QUALIFY TO BE PLACED ON THE BALLOT
FOR THE NOVEMBER 3, 2020, GENERAL MUNICIPAL ELECTION

WHEREAS, the State of California Elections Code sets forth that whenever any City measure(s) qualifies for a place on the ballot, the governing body may direct the City Elections Official to transmit a copy of the measure(s) to the City Attorney for preparation of an impartial analysis. The Elections Code further sets forth the process for receiving arguments for and against the measure(s) and for the submittal of rebuttal arguments.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby set forth the following as it pertains to any measure(s) that may qualify to be placed on the ballot for the November 3, 2020, General Municipal Election:

SECTION 1. The City Council of the City of Lodi does hereby direct the City Clerk to transmit a copy of any measure(s) that would qualify to be voted upon at the November 3, 2020, General Municipal Election to the City Attorney to prepare an impartial analysis of the measure(s) not exceeding 500 words, showing the effect of the measure(s) on the existing law and the operation of the measure(s).

SECTION 2. The City Council of the City of Lodi does hereby determine that written argument for or against any city measure may be submitted pursuant to the Elections Code of the State of California. No argument shall exceed 300 words in length.

SECTION 3. The City Council of the City of Lodi does hereby determine that rebuttal arguments may be submitted pursuant to the Elections Code of the State of California. Rebuttal arguments shall not exceed 250 words in length.

Dated: May 6, 2020

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 6, 2020, by the following vote:

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

PAMELA M. FARRIS
Assistant City Clerk

2020-_____

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA,
ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE
PERTAINING TO CANDIDATES' STATEMENTS SUBMITTED TO THE VOTERS
AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020

WHEREAS, §13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate's statement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LODI, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. GENERAL PROVISIONS. That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an election to be held in the City of Lodi on November 3, 2020, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age, and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

- A. Pursuant to the Federal Voting Rights Act, candidates' statements will be translated into all languages required by the County of San Joaquin. The County is required to translate candidates' statements into Spanish.
- B. The County will print and mail voter information guides and candidates statements to all voters in English and Spanish. The County will make the voter information guides and candidates statements in the required languages available at all polling places, on the County's website, and in the Election Official's office.

SECTION 3. PAYMENT.

- A. Translations:
 - 1. The candidate shall be required to pay for the cost of translating the candidate's statement into any required foreign language as specified in (A) and (B) of Section 2 above pursuant to Federal and/or State law.
 - 2. The candidate shall be required to pay for the cost of translating the candidate's statement into any foreign language that is not required as specified in (A) and (B) of Section 2 above, pursuant to Federal and/or State law, but is requested as an option by the candidate.
- B. Printing and mailing:
 - 1. The candidate shall be required to pay for the cost of printing and mailing the candidate's statement in English in the voters' pamphlet.
 - 2. The candidate shall be required to pay for the cost of printing and mailing the candidate's statement in a foreign language required in (A) of Section 2 above in the voters' pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voters' pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the voter information guide.

SECTION 5. That the City Clerk shall provide each candidate or the candidate's representative a copy of this resolution at the time nominating petitions are issued.

SECTION 6. That this resolution shall apply only to the election to be held on November 3, 2020, and shall then be repealed.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Dated: May 6, 2020

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 6, 2020, by the following vote:

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

PAMELA M. FARRIS
Assistant City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Receive Report Regarding Communication Pertaining to Support of H.R. 6467, Coronavirus Community Relief Act

MEETING DATE: May 6, 2020

PREPARED BY: City Clerk

RECOMMENDED ACTION: Receive report regarding communication pertaining to support of H.R. 6467, Coronavirus Community Relief Act.

BACKGROUND INFORMATION: The City received a request for communication from the League of California Cities regarding a letter of support for H.R. 6467, Coronavirus Community Relief Act. There was a need to send a letter of support immediately.

Previous stimulus bills passed by Congress have only been made available for cities with populations over 500,000. H.R. 6467 would correct this obvious oversight of funding for the vast majority of cities in America.

The attached letter, electronically signed by the Mayor, was sent on April 11, 2020. A copy of the initial request is also attached. This report is provided for informational purposes only, pursuant to policy.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Pamela M. Farris
Assistant City Clerk

APPROVED: _____
Stephen Schwabauer, City Manager

CITY COUNCIL

DOUG KUEHNE, Mayor
ALAN NAKANISHI,
Mayor Pro Tempore
MARK CHANDLER
JOANNE MOUNCE

CITY OF LODI

2015 "Wine Region of the Year"

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6702 / FAX (209) 333-6807
www.lodi.gov cityclerk@lodi.gov

STEPHEN SCHWABAUER
City Manager

PAMELA M. FARRIS
Assistant City Clerk

JANICE D. MAGDICH
City Attorney

April 11, 2020

Congressman Jerry McNerney
2265 Rayburn House Office Building
Washington, DC 20515

Via Fax: (202) 225-4060 and (209) 476-8587

Re: Support of H.R. 6467, Coronavirus Community Relief Act

As the Mayor for the City of Lodi, and as a member of the League of California Cities, I am writing to express support of H.R. 6467, the Coronavirus Community Relief Act and to urge you to cosponsor this bill. H.R. 6467 provides \$250 billion in direct aid from the federal government to local governments with a population of less than 500,000 as they face mounting challenges related to the global COVID-19 pandemic.

The scale of this global crisis is unprecedented, and so is the scope of the local government response. California cities of all sizes are coordinating across jurisdictional lines, enacting emergency measures to slow the spread of the coronavirus pandemic, taking action to protect individuals and small businesses on the economic margins, while spending such sums as necessary to protect public health.

The City of Lodi applauds Congress on the passage of the CARES Act, which provides financial assistance to meet the immediate needs of individuals and small businesses, as well as \$150 billion in direct aid to states and local governments with a population greater than 500,000 to help offset the new costs directly related to the pandemic. However, given the population threshold, only four of California's 482 cities will receive this much-needed aid. H.R. 6467 creates a path for the other 99.2 percent of the California cities that were shut out of the CARES Act to receive direct federal aid.

The Coronavirus Community Relief Act also addresses some other gaps not covered by the CARES Act. The proposed bill allows units of local government to use allocated funds to cover losses. Section 601 of the CARES Act restricts use of funds to cover "necessary expenditures." Cities, towns, and villages will need federal assistance to persevere through the hardship resulting from rising costs and decreasing tax revenue and fees due to COVID-19. This change from the CARES Act will help local communities deal with revenue shortfalls that will happen as a result of the COVID-19 crisis.

The Coronavirus Community Relief Act also provides the necessary flexibility on how allocated funds can be used. If one city needs more funds than it is allocated, while another city does not need all of its allocated funds, these resources can be reallocated among cities within a state to ensure they are put to their best use. This is a change from the CARES Act.

Congressman McNerney
Support of H.R. 6467, Coronavirus Community Relief Act
April 11, 2020
Page 2

Finally, the Coronavirus Community Relief Act changes the rule regarding when a city, town, or village must certify in order to receive funds. Instead of placing a burdensome "shot clock" by which cities, towns, and villages must apply, this legislation allows more time for an applicant to request funds. Smaller cities and towns are facing unprecedented challenges and could be facing layoffs. In this environment, a "shot clock" to apply puts unneeded pressure on smaller communities in crisis.

California's local leaders are, and will continue to be for some time, on the frontlines of responding to the coronavirus outbreak in their communities and doing what is necessary to ensure the health and safety of their residents.

I urge you to support and cosponsor H.R. 6467 to ensure they have the resources to maintain the essential services their residents need, especially in this moment.

To co-sponsor the bill, please contact Bo Morris in the office of Representative Joe Neguse at Bo.Morris@mail.house.gov.

Sincerely,

/s/ Doug Kuehne

Doug Kuehne
Mayor
City of Lodi

Cc: Stephen R. Qualls, Central Valley Division Regional Public Affairs Manager, squalls@cacities.org
Meg Desmond, League of California Cities, cityletters@cacities.org

Pamela Farris

From: Stephen R. Qualls <squalls@cacities.org>
Sent: Friday, April 10, 2020 7:04 PM
Subject: URGENT: LETTERS NEEDED, Funding for cities UNDER 500K, HR 6467 Coronavirus Community Relief Act
Attachments: April 10 Coronavirus Community Relief Act_CA Congressional Delegation Template Letter REVISED (1).docx

?As you know, previous stimulus bills passed by Congress have ONLY been made available for cities with populations OVER 500 thousand. To correct this obvious oversight of funding for the vast majority of cities in America, Congress is now considering providing funding and we need to show our representatives that we want them to support H.R. 6467.

Please be sure to send the attached letter TODAY.

If we don't let our representatives know how important this is, we'll be left to face the devastating affects that the COVID- 19 virus has brought upon our cities.

If you have any questions please let me know.

Thank you,

Stephen Qualls

Central Valley Division Regional Public Affairs Manager League of California Cities c. 209-614-0118 f. 209-883-0653
squalls@cacities.org | www.cacities.org<<http://www.cacities.org/>>

[<https://mail.cacities.org/owa/service.svc/s/GetFileAttachment?id=AAMkAGQ4NTA3Yzk5LWVlN2EtNGQ4ZS1hNTdmLTYzODc0YzAyNDgyYwBGAAAAACy8fHTR2LKSbH7v1WA%2BKroBwCJIF8QxE1YR5pVkcGpOVZ7pAAAGc5DHAADGxtFp%2FTpES6fDhvAjeU66AAIIIL4kAAABEgAQAD6NdUq8whBs9zfQMLA5yc%3D&X-OWA-CANARY=hxv1q04hykKYe12WqqEukbTKZomgttUIWwOILzvadm9U5P8sapIDPzx6cvavA5-ylysJJUqRMDs.>]



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Public Hearing to Consider Adopting a Resolution Approving the final 2020-2021 Annual Action Plan for the Community Development Block Grant (CDBG) Program

MEETING DATE: May 6, 2020

PREPARED BY: CDBG Program Specialist

RECOMMENDED ACTION: Adopt a resolution approving the final 2020-2021 Annual Action Plan for the Community Development Block Grant (CDBG) program.

BACKGROUND INFORMATION: A public hearing is required as part of the federal requirements under the US Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) program.

Overview

The City of Lodi (City) receives an annual allocation of funds from HUD under the CDBG program. In the 2020-2021 program year, the City will receive \$647,277 in CDBG entitlement funds from HUD.

The primary purpose of this program is to improve the quality of life for low- and moderate-income persons, households, and neighborhoods by supporting public services, public facilities, crime prevention, access for disabled persons, affordable housing, and economic development. The City adopts a five-year Consolidated Plan, as required by HUD, which lays out how the City plans to use the funds through strategies and goals that improve quality of life in Lodi and address community needs.

Each year the City prepares an Annual Action Plan that identifies the services and projects to fund that will meet these Consolidated Plan goals. As part of this planning process, the City gathers public comment on the community needs and recommended activities to meet those needs.

This final 2020-2021 Annual Action Plan covers the second program year of the five-year 2019-2023 Consolidated Plan cycle.

Annual Action Plan

City Council policy states that 60 percent of awarded CDBG funds will be allocated to City-sponsored projects, and that the remaining 40 percent will go toward community-based organizations (CBO). Furthermore, HUD guidelines limit public services activities to 15 percent of the total grant amount and administrative activities to 20 percent of the total grant amount.

Based on the \$647,277 allocation, the distribution of funds will be as follows:

Administration	\$129,455 (20% Cap)
Public Service	\$97,091 (15% Cap)
Capital Projects	<u>\$420,731</u>
TOTAL	\$647,277

APPROVED: _____
Stephen Schwabauer, City Manager

CDBG Funding Recommendations

The final Annual Action Plan contains recommended funding allocations, which outline how the City will allocate funds to projects for the 2020-2021 program year. Funding recommendations are grouped into the following categories: Program Administration, City Capital projects, CBO Capital projects, City Service programs, and CBO Service programs.

Selected projects and allocation amounts were determined through an application process in January 2020. Applications that were received for the 2020-2021 program year were reviewed and scored by the Lodi Improvement Committee and CDBG program staff. Funding recommendations were made to City Council on April 15, 2020. Council reviewed and discussed the proposed recommendations and recommended the following allocations:

Program Administration \$129,455

- CDBG Program Administration \$113,715
- San Joaquin Fair Housing \$15,740

City Capital Projects

- Public Works - Alley Improvements \$314,991

CBO Capital Projects

- Salvation Army: HVAC/Refrigerator Repairs \$105,740

City Service Programs

- Graffiti Abatement \$30,000

CBO Service Programs \$67,091

- LOEL Foundation – Meals on Wheels Program \$10,000
- Second Harvest Food Bank – Food Assistance Program \$10,000
- Ready to Work – Lodi Employment and Support Effort \$10,000
- CA Human Development – Immigration Expansion Program \$0
- Community Partnership for Families – Family Resource Center and Youth Program \$37,091

Community Engagement

The process of developing the 2020-2021 Annual Action Plan has involved various instances of community outreach and public involvement. Outreach included a workshop which focused on prioritizing funding and community needs; consultations with local organizations and stakeholders; Lodi Improvement Committee meetings that encouraged citizen participation and public comment; a 30-day public review period for the draft Annual Action Plan documents; attendance at a community event to solicit feedback from priority populations; and public hearings to allow for public feedback after the release of the 2020-2021 Annual Action Plan.

Next Steps

HUD recently announced that it will provide additional emergency grant funds to assist communities in addressing the impact of COVID-19. As part of this supplemental funding, HUD is extending the submission dates for the Annual Action Plan and modifying the processes to expedite the updating of yearly plans. Consultant staff will work with the Community Development Department to determine how the supplement funds might be used and will provide an update to City Council of any such proposed plans. Per HUD's recent announcement, the latest date that the Annual Action Plan may be submitted is August 16, 2020. Regardless of this tentative submittal, the program year will begin July 1, 2020.

FISCAL IMPACT: CDBG funds are federal funds. Capital improvements allow for maintenance costs to be reduced. Administration costs are paid via a 20 percent set-aside of the grant funds.

FUNDING AVAILABLE: \$647,277 – 2020-2021 Community Development Block Grant Allocation.

Andrew Keys, Deputy City Manager

John R. Della Monica Jr.
Community Development Director

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE FINAL 2020-2021 ANNUAL ACTION
PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK
GRANT (CDBG) PROGRAM

=====

WHEREAS, the Department of Housing and Urban Development (HUD) has determined that the City of Lodi, California, is a Community Development Block Grant (CDBG) entitlement community; and

WHEREAS, the City of Lodi, California, has created an Annual Action Plan which is required by HUD in order for local jurisdictions to receive federal housing and community development funds under the CDBG Program; and

WHEREAS, the City of Lodi, California, will receive a federal CDBG allocation for Fiscal Year 2020-2021 in the amount of \$647,277; and

WHEREAS, the final Annual Action Plan provides a one-year outline of the recommended projects, activities, and programs to be funded and completed in the 2020-2021 program year; and

WHEREAS, the notice of funding availability for CDBG funds was properly advertised and noticed in the paper, City Hall, and on the City's website, along with notice of an application workshop and community needs workshop, which were held on December 10, 2020, at a regularly scheduled Lodi Improvement Committee meeting; and

WHEREAS, the draft 2020-2021 Annual Action Plan was noticed and made available to the public for review and comment beginning March 17, 2020, and was made available for a minimum of 30 days; and

WHEREAS, the City of Lodi held, with proper notification, a public hearing at a City Council meeting on April 15, 2020 to receive comments from the public regarding the projected use of CDBG funds for the 2020-2021 program year, to provide the public with adequate information concerning the amount of funds available for community development activities, the range of eligible activities, and other important requirements; and

WHEREAS, included within the draft Annual Action Plan document, City staff provided recommendations for allocations for activities to be funded in the 2020-2021 program year; and

WHEREAS, the City of Lodi, California, has received public input regarding the proposed use of CDBG funds; and

WHEREAS, on May 6, 2020, the City Council held, with proper notification, a public hearing to review and approve a final 2020-2021 Annual Action Plan; and

WHEREAS, the City Council has recommended the following allocations for projects to be completed in the 2020-2021 program year:

Program Administration \$129,455
CDBG Program Administration \$113,715
San Joaquin Fair Housing \$15,740

City Capital Projects
Public Works - Alley Improvements \$314,991

CBO Capital Projects
Salvation Army: HVAC/Refrigerator Repairs \$105,740

City Service Programs
Graffiti Abatement \$30,000

CBO Service Programs \$67,091
LOEL Foundation – Meals on Wheels Program \$10,000
Second Harvest Food Bank – Food Assistance Program \$10,000
Ready to Work – Lodi Employment and Support Effort \$10,000
Community Partnership for Families – Family/Youth Resource Center \$37,091

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi does hereby approve the final 2020-2021 Annual Action Plan which includes the recommended federal allocations of CDBG funds for Fiscal Year 2020-2021 in the amount of \$647,277 as indicated above.

Dated: May 6, 2020

=====

I hereby certify that Resolution No. 2020-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 6, 2020, by the following vote:

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

PAMELA M. FARRIS
Assistant City Clerk

2020-____

CITY OF LODI

LEGAL ADVERTISEMENT

ADVERTISING INSTRUCTIONS

SUBJECT: NOTICE OF TWO PUBLIC HEARINGS: 1) FOR THE APPROVAL OF THE DRAFT 2020-21 ANNUAL ACTION PLAN AND 2) FOR THE APPROVAL OF THE FINAL 2020-21 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PUBLISH (DATES): March 28, 2020

ACCT#: 20104930

TEAR SHEETS WANTED: 1 EXTRA (ONLY) DELIVER TO: Community Development Dept.

AFFIDAVIT & BILL TO: Community Development - CDBG
City of Lodi
221 W. Pine Street
Lodi, CA 95241

DATE: March 24, 2020 ORDERED BY: Patrice Clemons

TITLE: CDBG Program Specialist

LEGAL NOTICE

NOTICE OF TWO PUBLIC HEARINGS: 1) FOR THE APPROVAL OF THE DRAFT 2020-21 ANNUAL ACTION PLAN AND 2) FOR THE APPROVAL OF THE FINAL 2020-21 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

NOTICE IS HEREBY GIVEN that an initial public hearing will be held on **Wednesday, April 15, 2020, at 7:00 p.m.** or as soon thereafter as the matter may be heard, in the Lodi City Council Chambers, 305 West Pine Street, Lodi, CA 95241 to consider the approval of the Community Development Block Grant (CDBG) Program *draft* 2020-21 Annual Action Plan (Plan), as well as to allow for public comment on the Plan.

NOTICE IS HEREBY GIVEN that a second public hearing will be held on **Wednesday, May 6, 2020, at 7:00 p.m.** or as soon thereafter as the matter may be heard, in the Lodi City Council Chambers, 305 West Pine Street, Lodi, CA 95241 to consider the approval of the Community Development Block Grant final 2020-21 Annual Action Plan, as well as to allow for public comment on the Plan.

Note: Due to precautions surrounding the current COVID-19 pandemic, public attendance guidelines for City Council Public Hearings may vary. Members of the public are advised to check the Public Hearing Agenda at the following link for specific instructions for attending this meeting:

<http://www.lodi.gov/AgendaCenter/City-Council-5/>. If you have any questions, you may contact the Clerk Office by email at cityclerk@lodi.gov, by phone at (209) 333-6702, or by checking the website at www.lodi.gov/154/City-Clerk.

The City is estimating that it will receive \$647,277 in CDBG funds for the 2020-21 program year. The CDBG program is funded by the U.S. Department of Housing and Urban Development (HUD). The program provides funding for activities that benefit low-income persons, eliminate slum or blight, and/or serve an urgent need. Eligible activities include property acquisition, public improvements, housing rehabilitation, economic development, and public services.

The City has developed an Annual Action Plan that describes how the City will utilize program funds for eligible activities during the 2020-21 program year. The plan can be amended as needed to reallocate funds to housing and community development activities. The 2020-21 Annual Action Plan will be made available to the public for at least 30 days before adoption by the City Council. The documents were released on March 17, 2020, for public review and comment, and will be made available at City Hall, 221 W. Pine Street, between the hours of 8:00 a.m. and 5:00 p.m. on weekdays and on the City's Community Development website: <http://www.lodi.gov/183/Community-Development-Block-Grant-Progra>.

The purpose of these public hearings will be to present the 2020-21 Annual Action Plan to City Council for their approval, as well as to give citizens an opportunity to make their comments known regarding community needs, goals, and potential activities to be funded under the CDBG Program. If you are unable to attend the public hearing, you may direct written comments to the CDBG Program Specialist, City of Lodi, P.O. Box 3006, Lodi, CA 95241, or you may telephone (209) 333-6800 ext. 3404. In addition, information is available for review at Lodi City Hall between the hours of 8:00 a.m. and 5:00 p.m. on weekdays.

Notice of Non-Discrimination on the Basis of Disability and Reasonable Accommodation

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Persons with hearing impairment, please use the California Relay Service (CRS) 7-1-1.



DECLARATION OF POSTING

NOTICE OF TWO PUBLIC HEARINGS: 1) FOR THE APPROVAL OF DRAFT 2020-21 ANNUAL ACTION PLAN AND 2) FOR THE APPROVAL OF THE FINAL 2020-21 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

On Thursday, March 26, 2020, in the City of Lodi, San Joaquin County, California, a Notice of Two Public Hearings: 1) for the approval of draft 2020-21 Annual Action Plan and 2) for the approval of the final 2020-21 Annual Action Plan for the Community Development Block Grant (CDBG) Program (attached and marked as Exhibit A) was posted at the following locations:

Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum
WorkNet Office

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

Executed on March 26, 2020, at Lodi, California.

ORDERED BY:

PAMELA M. FARRIS
ASSISTANT CITY CLERK

A handwritten signature in blue ink that reads "Pamela M. Farris".

PAMELA M. FARRIS
ASSISTANT CITY CLERK

KAYLEE CLAYTON
ADMINISTRATIVE CLERK

LEGAL NOTICE

NOTICE OF TWO PUBLIC HEARINGS: 1) FOR THE APPROVAL OF THE DRAFT 2020-21 ANNUAL ACTION PLAN AND 2) FOR THE APPROVAL OF THE FINAL 2020-21 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

NOTICE IS HEREBY GIVEN that an initial public hearing will be held on **Wednesday, April 15, 2020, at 7:00 p.m.** or as soon thereafter as the matter may be heard, in the Lodi City Council Chambers, 305 West Pine Street, Lodi, CA 95241 to consider the approval of the Community Development Block Grant (CDBG) Program *draft* 2020-21 Annual Action Plan (Plan), as well as to allow for public comment on the Plan.

NOTICE IS HEREBY GIVEN that a second public hearing will be held on **Wednesday, May 6, 2020, at 7:00 p.m.** or as soon thereafter as the matter may be heard, in the Lodi City Council Chambers, 305 West Pine Street, Lodi, CA 95241 to consider the approval of the Community Development Block Grant final 2020-21 Annual Action Plan, as well as to allow for public comment on the Plan.

Note: Due to precautions surrounding the current COVID-19 pandemic, public attendance guidelines for City Council Public Hearings may vary. Members of the public are advised to check the Public Hearing Agenda at the following link for specific instructions for attending this meeting: <http://www.lodi.gov/AgendaCenter/City-Council-5/>. If you have any questions, you may contact the Clerk Office by email at cityclerk@lodi.gov, by phone at (209) 333-6702, or by checking the website at www.lodi.gov/154/City-Clerk.

The City is estimating that it will receive \$647,277 in CDBG funds for the 2020-21 program year. The CDBG program is funded by the U.S. Department of Housing and Urban Development (HUD). The program provides funding for activities that benefit low-income persons, eliminate slum or blight, and/or serve an urgent need. Eligible activities include property acquisition, public improvements, housing rehabilitation, economic development, and public services.

The City has developed an Annual Action Plan that describes how the City will utilize program funds for eligible activities during the 2020-21 program year. The plan can be amended as needed to reallocate funds to housing and community development activities. The 2020-21 Annual Action Plan will be made available to the public for at least 30 days before adoption by the City Council. The documents were released on March 17, 2020, for public review and comment, and will be made available at City Hall, 221 W. Pine Street, between the hours of 8:00 a.m. and 5:00 p.m. on weekdays and on the City's Community Development website: <http://www.lodi.gov/183/Community-Development-Block-Grant-Progra>.

The purpose of these public hearings will be to present the 2020-21 Annual Action Plan to City Council for their approval, as well as to give citizens an opportunity to make their comments known regarding community needs, goals, and potential activities to be funded under the CDBG Program. If you are unable to attend the public hearing, you may direct written comments to the CDBG Program Specialist, City of Lodi, P.O. Box 3006, Lodi, CA 95241, or you may telephone (209) 333-6800 ext. 3404. In addition, information is available for review at Lodi City Hall between the hours of 8:00 a.m. and 5:00 p.m. on weekdays.

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AVISO LEGAL

AVISO PERTINENTE A DOS AUDIENCIAS PÚBLICAS: 1) PARA LA APROBACIÓN DEL PROYECTO DEL PLAN DE ACCIÓN ANUAL PARA EL AÑO 2020-21 Y 2) PARA LA APROBACIÓN DEL PLAN DE ACCIÓN ANUAL FINAL REFERENTE AL PROGRAMA DE SUBVENCIÓN EN BLOQUE PARA EL DESARROLLO COMUNITARIO PARA EL AÑO 2020-21

POR MEDIO DEL PRESENTE SE NOTIFICA QUE, una audiencia pública inicial se llevará a cabo el **miércoles 15 de abril de 2020 a las 7:00 p.m.** o tan pronto se le pueda dar audiencia al tema, en las Cámaras del Consejo Municipal en el 305 West Pine Street, Lodi, CA 95241, para considerar la aprobación del proyecto del Plan de Acción Anual para el año 2020-21 referente al Programa de Subvención en Bloque para el Desarrollo Comunitario (CDBG *siglas en Ingles*) así como para permitir comentarios públicos sobre el plan.

POR MEDIO DEL PRESENTE SE NOTIFICA QUE, una segunda audiencia pública se llevara a cabo el **Miércoles 6 de Mayo de 2020 a las 7:00 p.m.** o tan pronto se le pueda dar audiencia al tema, en las Cámaras del Consejo Municipal en el 305 West Pine Street, Lodi, CA 95241, para considerar la aprobación del Plan de Acción Anual Final referente al Programa de Subvención en Bloque para el Desarrollo Comunitario, así como para permitir comentarios del público sobre el plan.

Nota: Debido a las precauciones respecto a la pandemia actual sobre el COVID-19, las pautas de asistencia o comparecencia del público a las Audiencias Públicas del Consejo Municipal pueden variar. A los miembros del público se les aconseja que consulten la Agenda de Audiencia Publica en el siguiente enlace para obtener instrucciones específicas para asistir o acudir a esta reunión: <http://www.lodi.gov/agendaCenter/City-Council-5/> .Si tiene alguna pregunta, puede comunicarse con la oficina de la Actuaría Municipal por correo electrónico a cityclerk@lodi.gov o por teléfono llamando al (209)333-6702 o consultando el sitio web www.lodi.gov/154/City-Clerk.

La Ciudad calcula que obtendrá \$647,277 en fondos para el Programa de Subvención en Bloque para el Desarrollo Comunitario (CDBG), para el año 2020-21. El Programa de Subvención en Bloque para el Desarrollo Comunitario (CDBG) es financiado por el Departamento de Viviendas y Desarrollo Urbano de Los Estados Unidos (HUD). El programa proporciona fondos para actividades que benefician a personas de bajos ingresos, elimina suburbios pobres y deterioro urbano o asisten en una necesidad urgente. Las actividades elegibles incluyen, adquisición de propiedades, mejoras públicas, rehabilitación de viviendas, desarrollo económico y servicios públicos.

La Ciudad ha desarrollado un Plan de Acción Anual el cual describe como el Municipio utilizará los fondos del programa para las actividades elegibles referente al programa durante el año 2020-21. El plan puede ser modificado según sea necesario para reasignar fondos para las actividades de desarrollo comunitario y de viviendas. El Plan de Acción Anual se le hará disponible al público por lo menos 30 días antes de que sea aprobado por el Consejo Municipal. Los documentos fueron publicados el 17 de Marzo de 2020 para que los ciudadanos puedan analizarlos y puedan formular comentarios. También, estarán disponibles en el City Hall, 221 W. Pine Street entre semana, de las 8:00 a.m. and 5: 00 p.m. al igual que en el sitio web de la Ciudad referente al Desarrollo Comunitario en: <http://www.lodi.gov/183/Community-Development-Block-Grant-Progra>.

El propósito de estas audiencias públicas, será para presentar el Plan de Acción Anual para el año 2020-21 al Consejo Municipal para su aprobación, así como, proporcionarles a los ciudadanos la oportunidad de presentar sus comentarios referentes a las necesidades de la comunidad, metas, y posibles actividades que puedan ser financiadas bajo el programa CDBG. Si no puede acudir a la audiencia pública, puede dirigir sus comentarios por escrito a CDBG Program Specialist, City of Lodi, P. O Box 3006, Lodi, CA 95241 o puede llamar por teléfono al (209)333-6800 ext. 3404. Además, hay información adicional para su revisión de lunes a viernes de 8:00 a.m. a 5:00 p.m. en el Lodi City Hall.

Aviso de No-Discriminación por Motivos de Discapacidad y Acomodación Razonable

La Ciudad promueve la equidad de vivienda y pone todos sus programas disponibles a las familias de ingresos bajos y moderados, sin importar la edad, raza o etnia, color, religión, sexo, origen nacional, preferencia sexual, estado civil o incapacidad.

La Ciudad de Lodi no discrimina en la admisión o acceso a, o tratamiento o empleo en sus programas y actividades subvencionadas federalmente por razones de incapacidad. Bajo solicitud, se les proporcionará acomodaciones razonables a las personas discapacitadas. De ser solicitado, también los servicios de traducción e interpretación se les harán disponibles. Cualquier pregunta, inquietud o solicitud pertinente estos avisos deben ser dirigidas a la siguiente persona: Patrice Clemons, (209) 333-6800 x3404.

Las personas con hipoacusia (deterioro de la audición) por favor utilicen los Servicios de Relevos de California (California Relay Services) 7-1-1



DECLARATION OF POSTING

NOTICE OF PUBLIC HEARINGS FOR THE APPROVAL OF THE FINAL 2020-21 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

On Thursday, April 23, 2020, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing for the approval of the final 2020-21 Annual Action Plan for the Community Development Block Grant (CDBG) Program (attached and marked as Exhibit A) was posted at the following locations:

Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum
WorkNet Office

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

Executed on April 23, 2020, at Lodi, California.

ORDERED BY:

**PAMELA M. FARRIS
ASSISTANT CITY CLERK**


PAMELA M. FARRIS
ASSISTANT CITY CLERK

KAYLEE CLAYTON
ADMINISTRATIVE CLERK

LEGAL NOTICE

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The City has developed an Annual Action Plan that describes how the City will utilize program funds for eligible activities during the 2020-21 program year. The Annual Action Plan can be amended as needed to reallocate funds to housing and community development activities. The 2020-21 Annual Action Plan was released on March 17, 2020 for public review and comment and was made available to the public for 30 days. If you would like to view a draft version of the Annual Action Plan, you can view it on the City's Community Development website: <http://www.lodi.gov/183/Community-Development-Block-Grant-Program> or you may request a paper copy by contacting the CDBG Program Specialist, City of Lodi, P.O. Box 3006, Lodi, CA 95241, or you may telephone (209) 333-6800 ext. 3404

The purpose of this public hearing will be to present the 2020-21 Annual Action Plan to City Council for their approval, as well as to give citizens an opportunity to make their comments known regarding community needs, goals, and potential activities to be funded under the CDBG Program. If you are unable to attend the public hearing, you may direct written comments to the CDBG Program Specialist (contact information above).

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333-6800 x3404.

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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Public Hearing to Consider Introducing an Ordinance to Amend Lodi Municipal Code Title 17 – Development Code, by Repealing and Reenacting Section 17.18.020 – Purposes of Residential Zoning Districts, Section 17.20.030 – Commercial Zoning District Land Uses and Permit Requirements, Section 17.20.040 – Commercial District General Development Standards, and Section 17.22.030 – Mixed Use Zoning Districts Land Uses and Permit Requirements in Their Entirety

MEETING DATE: May 6, 2020

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Public hearing to consider introducing an Ordinance to amend Lodi Municipal Code Title 17 – Development Code, by repealing and reenacting Section 17.18.020 – Purposes of Residential Zoning Districts, Section 17.20.030 – Commercial Zoning District Land Uses and Permit Requirements, Section 17.20.040 – Commercial District General Development Standards, and Section 17.22.030 – Mixed Use Zoning Districts Land Uses and Permit Requirements in their entirety.

BACKGROUND INFORMATION: Title 17 – Development Code of the Lodi Municipal Code (LMC) establishes land use regulations and development standards. The proposed revisions to various sections of the Development Code are intended to either clarify ambiguous language or to allow uses that are consistent with existing development in the affected zoning districts.

Section 17.18.020 - Purposes of Residential Zoning Districts

The proposed amendment would clarify density regulations in the zoning code. Currently, the provisions of Section 17.18.020 state the “maximum allowable density ranges from...” for the Residential Medium Density and Residential High Density districts. Staff proposes to strike the word “maximum” to more clearly state that allowed density in these districts are ranges with minimum and maximum densities.

Section 17.20.030 - Commercial Zoning District Land Uses and Permit Requirements

The proposed amendment would add Residential Care Facilities as a conditionally allowed use in the Office zoning district. The City has a limited amount of Office zoned land, with the substantial majority located in an area generally north of Vine Street along Ham Lane. Existing uses within this Office zoned area includes a variety of medical offices, medical labs and Lodi Memorial Hospital is located immediately south of this Office district. The Residential Care Facility would be compatible with and supported by the collection of healthcare related uses in the Commercial zoning district.

Allowing Residential Care Facilities as a conditionally allowed use in the Office zoning district would be compatible with existing uses and consistent with the General Plan’s stated purpose for Office designated lands. No specific use or project is allowed through this action and any future Residential

APPROVED: _____
Stephen Schwabauer, City Manager

Care Facility in the Office district would be subject to a discretionary review, including review under the California Environmental Quality Act (CEQA).

Section 17.20.040 – Commercial District General Development Standards

The proposed amendment would reduce the minimum lot size in Community Commercial (CC) district from 2 acres to 8,000 square feet. Within the CC district located at the intersection of Kettleman Lane and Lower Sacramento Road, 30 of the existing 40 parcels are less than two acres in size. Centers in this area have been configured to create small pad commercial development and the City has received requests to create new lots of less than two acres in size in this area. The proposed amendment would allow the continued development of businesses within largely built-out shopping centers in a manner consistent with the form and character of the shopping centers. The distribution of parcels less than two-acres in size within the CC district is depicted on Planning Commission Staff Report, Attachment 2 of this report.

Section 17.22.030 - Mixed Use Zoning Districts Land Uses and Permit

The proposed amendment would grant flexibility for the use of existing single-family homes in the Mixed Use Corridor (MCO) district. Under Section 17.22.030, single family homes are considered legal non-conforming uses. Owners of such homes may request a use permit and, if granted, the home is recognized as a legal use. The MCO district contains a total of 2,225 parcels, of which 316 are occupied by single family homes that are currently used as residences. The non-conforming status of these homes can place restrictions on homeowners seeking to improve, rebuild or expand their existing homes.

The proposed amendment would recognize the residential use of single-family dwellings built before January 1, 2020 as a legal use and would allow the transition between residential and commercial uses within these existing residential structures. The distribution of residential properties in the MCO district is depicted on Attachment 3 of this report.

ENVIRONMENTAL ASSESSMENT: The project was reviewed and found to be exempt from review under the California Environmental Quality Act (CEQA). Key factors in the CEQA evaluation included:

- Amendments to Section 17.18.020 would clarify allowed densities in residential districts, but do not modify those densities.
- Amendments to Section 17.20.030 would allow Residential Care Facilities in the Office zoning district subject to a discretionary conditional use permit. No such facility would be allowed by the amendment and future projects would be subject to review under CEQA.
- Amendments to Section 17.20.040 would allow the creation of commercial lots less than two-acres in size in the Community Commercial (CC) district. Within this district 75 percent of the existing parcels are less than 2-acres in size and this amendment will not change the allowed density or intensity of uses in the CC district.
- Amendments to Section 17.22.030 would recognize existing single-family homes in the Mixed Use Corridor (MCO) district as legal uses. This change would not allow the construction of new single-family homes in the MCO district or change any development standards in the MCO district.

Based upon the circumstances specific to the proposed amendments, it can be seen with certainty that there is no possibility the proposed amendments to Title 17 – Development Code of the Lodi Municipal Code may have a significant effect on the environment. Therefore, as established in Section 15061(b)(3) of the CEQA Guidelines, the activity is not subject to review under CEQA.

PLANNING COMMISSION REVIEW: The Planning Commission, on April 22, 2020, held a duly noticed public hearing to consider the proposed amendments to Title 17, Development Code. Following its consideration and discussion of the proposed amendments the Planning Commission voted unanimously to recommend that the City Council find the amendments are not subject to review under CEQA and to

adopt the proposed amendments to the City's Development Code. The Planning Commission's resolution providing recommendations to the City Council is provided as Attachment 4 of this report.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Respectfully Submitted,

Concur,

Janice Magdich
City Attorney

John R. Della Monica Jr.
Community Development Director

ATTACHMENTS:

1. Draft Ordinance Repealing and Reenacting LMC Sections 17.18.020, 17.20.030, 17.20.040 and 17.22.030
2. Map of parcels less than 2-acres in size in the Community Commercial (CC) Zoning District
3. Maps of single-family homes in the Corridor Mixed Use (MCO) Zoning District
4. Planning Commission Resolution

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI REPEALING AND REENACTING LODI MUNICIPAL CODE SECTIONS 17.18.020 – PURPOSES OF RESIDENTIAL ZONING DISTRICT, 17.20.030 – COMMERCIAL ZONING DISTRICT LAND USES AND PERMIT REQUIREMENTS, 17.20.040 – COMMERCIAL DISTRICT GENERAL DEVELOPMENT STANDARDS, AND 17.22.030 – MIXED USE ZONING DISTRICTS LAND USES AND PERMIT REQUIREMENTS IN THEIR ENTIRETY

=====

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

SECTION 1. Lodi Municipal Code Section 17.18.020 – Purposes of Residential Zoning Districts is hereby repealed and reenacted in its entirety and shall read as follows:

17.18.020 - Purposes of Residential Zoning Districts

The residential zoning districts are intended to provide for a range of housing types and densities for all economic segments of the community while emphasizing high quality development and home ownership (General Plan, Housing Element). The purposes of the individual residential zoning districts and the manner in which they are applied are as follows.

- A. RLD (Low-Density Residential) District. The RLD zoning district is intended for areas appropriate for the development of single-family detached, two-family, and three-family homes. All interior lots are restricted to single-family homes. Corner lots can have one-, two-, or three-family homes. The maximum allowable residential density is 8.0 dwelling units per acre. The RLD zoning district is consistent with the Low-Density Residential land use designation of the General Plan.
- B. RMD (Medium Density Residential) District. The RMD zoning district is intended for areas appropriate for a mix of housing types. Typical residential land uses include single- and multi-family dwelling units, either attached or detached. The ~~maximum~~ allowable residential density ranges from 8.1 to 20 dwelling units per acre. The RMD zoning district is consistent with the Medium Density Residential land use designation of the General Plan.
- C. RHD (High Density Residential) District. The RHD zoning district is intended for areas appropriate for high density multi-family dwelling units. The ~~maximum~~ allowable residential density ranges from 15 to 35 units per acre. The RHD zoning district is consistent with the High Density Residential land use designation of the General Plan.

SECTION 2. Lodi Municipal Code Section 17.20.030 – Commercial Zoning District Land Uses and Permit Requirements is hereby repealed and reenacted in its entirety and shall read as follows:

17.20.030 – Commercial Zoning District Land Uses and Permit Requirements

Table 2-6 identifies the uses of land allowed by this Development Code in the commercial zoning districts, and the land use permit required to establish each use, in compliance with Section 17.12.030 (Allowable Land Uses and Permit Requirements).

Note: where the last column in the tables ("Specific Use Regulations") includes a section number, the regulations in the referenced section apply to the use; however, provisions in other sections of this Development Code may also apply.

TABLE 2-6 Commercial Zones – Allowed Land Uses and Permit Requirements		A	Allowed Use		
		UP	Use Permit Required		
		MUP	Minor Use Permit Required		
		—	Use Not Allowed		
LAND USE	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations	
	CC	GC	O		
AGRICULTURE AND OPEN SPACE					
Production of Crops	A	A	A		
RECREATION, EDUCATION, & PUBLIC ASSEMBLY USES					
Clubs, lodges, & membership halls	—	A	UP		
Community centers	—	A	UP		
Health/fitness facilities	UP	UP	UP		
Indoor amusement/entertainment facilities	UP	UP	—		
Indoor sports facilities	UP	UP	UP		
Libraries, museums, galleries	A	A	A		
Outdoor recreation facilities	UP	UP	—		
Religious facilities	—	UP	—		
Schools - Private	—	UP	UP		
Schools - Specialized education and training	UP	A	A		
Studios - Art, dance, martial arts, music, etc.	UP	A	UP		
RESIDENTIAL USES					
Caretaker quarters	—	—	UP		
Residential shelters	—	A	—		
RETAIL TRADE					
Accessory retail uses	A	A	A		
Alcoholic beverage sales, off-site	UP	UP	—		
Alcoholic beverage sales, on-site	UP	UP	—		
Animal sales and grooming	A	A	—		
Art, antique, collectible, and gift stores	A	A	—		
Auto parts sales	A	A	—		
Auto sales and rental	—	A	—		
Building material stores	A	A	—		
Construction/heavy equipment sales and rental	—	A	—		
Convenience stores	A	A	A		
Drive-in and drive-through sales and services	UP	UP	UP		
Furniture, furnishings & appliance stores	A	A	—		
Gas stations	UP	UP	—		

TABLE 2-6 Commercial Zones – Allowed Land Uses and Permit Requirements		A	Allowed Use		
		UP	Use Permit Required		
		MUP	Minor Use Permit Required		
		—	Use Not Allowed		
LAND USE	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations	
	CC	GC	O		
General retail sales	A	A	—		
Grocery stores	A	A	—		
Mobile home and RV sales	—	A	—		
Night clubs, bars, and cardrooms	—	UP	—		
Plant nurseries and garden supply stores	A	A	—		
Restaurants	A	A	A		
Warehouse retail	A	A	—		
SERVICES – BUSINESS, FINANCIAL, PROFESSIONAL					
Automated teller machines (ATMs)	A	A	A		
Banks and financial services	A	A	A		
Business support services	A	A	A		
Medical - Clinics, offices, and laboratories	A	A	A		
Medical - Extended care	—	A	A		
Medical – Hospitals	—	—	A		
Offices	A	A	A		
Professional Services	A	A	A		
SERVICES					
Audio & video rental	A	A	—		
Auto repair and maintenance	—	UP	—		
Car wash	—	UP	—		
Community care facilities					
Residential care facility (6 or fewer)	—	—	—	17.36.040	
Residential care facility (7 or more)	—	—	—UP	17.36.040	
Small Family day care home (up to 8)	—	—	—	17.36.030	
Large family day care home (9 to 14)	—	—	—	17.36.030	
Day care center	UP	UP	UP	17.36.030	
Hotels and motels	UP	UP	UP		
Mortuaries & funeral homes	—	A	UP		
Personal services	A	A	A		
Pharmacies	A	A	—		
Research and development	—	—	A		
Storage – indoor	—	UP	—		
Upholstering shops	—	UP	—		
Veterinary clinics, outpatient treatment only	A	A	A		
Veterinary clinics, animal hospitals, kennels	—	UP	—		

TABLE 2-6 Commercial Zones – Allowed Land Uses and Permit Requirements				A	Allowed Use
				UP	Use Permit Required
				MUP	Minor Use Permit Required
				—	Use Not Allowed
LAND USE	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations	
	CC	GC	O		
INDUSTRIAL, MANUFACTURING & PROCESSING, WHOLESALING					
Recycling facilities					
Small collection facility	MUP	MUP	—	17.36.110	
Large collection facility	—	—	—	17.36.110	
TRANSPORTATION, COMMUNICATIONS & INFRASTRUCTURE USES					
Broadcast studios	UP	UP	UP		
Parking facilities/vehicle storage	—	UP	—		
Telecommunications facilities	UP	UP	—	17.36.140	
Utility Facility	UP	UP	UP		

SECTION 3. Lodi Municipal Code Section 17.20.040 – Commercial District General Development Standards is hereby repealed and reenacted in its entirety and shall read as follows:

17.20.040 – Commercial District General Development Standards

Subdivisions, new land uses and structures, and alterations to existing land uses and structures, shall be designed, constructed, and/or established in compliance with the requirements in Table 2-7, in addition to the applicable development standards (e.g., landscaping, parking and loading, etc.) in Article 3, (Site Planning and General Development Standards).

TABLE 2-7 Commercial District General Development Standards			
Development Feature	Requirement by Zoning District		
	CC	GC	O
Minimum lot size	<i>Minimum area, width and depth required for new parcels.</i>		
Area	2.0 acres 8,000 sq. ft.	8,000 sq. ft.	8,000 sq. ft.
Width	—	75 ft.	75 ft.
Depth	—	100 ft.	100 ft.
Setbacks	<i>Minimum and, where noted, maximum setbacks required. See Section 17.30.070 for exceptions to these requirements.</i>		
Front	25 ft.	10 ft.	10 ft.
Sides (each)	25 ft.	None	None
Street side	25 ft.	None ⁽¹⁾	10 ft.
Rear	25 ft.	None ⁽¹⁾	10 ft.
Floor Area Ratio (FAR)	0.60		
Height limit	2 stories, not to exceed 35 ft.		

TABLE 2-7 Commercial District General Development Standards			
Development Feature	Requirement by Zoning District		
	CC	GC	O
Landscaping	As required by Chapter 17.30 (Landscaping)		
Parking	As required by Chapter 17.32 (Parking and Loading)		
Enclosure requirement	All uses shall be conducted within a completely enclosed building unless the specific use and zone permit otherwise. Uses allowed in an applicable zone that are determined by the Director to require outdoor storage or activities (for example, vehicle sales lots, service stations, etc.) may be exempted from this requirement.		

Notes:

(1) No setback is required unless adjacent to a residential use or zone where the setback shall be 10 ft..

SECTION 4. Lodi Municipal Code Section 17.22.030 – Mixed Use Zoning Districts Land Uses and Permit Requirements is hereby repealed and reenacted in its entirety and shall read as follows:

17.22.030 – Mixed Use Zoning Districts Land Uses and Permit Requirements

Table 2-8 identifies the uses of land allowed by this Development Code in the Mixed Use zoning districts, and the land use permit required to establish each use, in compliance with Section 17.12.030 (Allowable Land Uses and Permit Requirements).

Note: where the last column in the tables ("Specific Use Regulations") includes a section number, the regulations in the referenced section apply to the use; however, provisions in other sections of this Development Code may also apply.

TABLE 2-8 Mixed Use - Allowed Uses and Permit Requirements		A	Allowed Use		
		UP	Use Permit Required		
		MUP	Minor Use Permit Required		
		—	Use Not Allowed		
LAND USE	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations	
	DMU	MCE	MCO		
AGRICULTURE AND OPEN SPACE					
Production of Crops	—	—	A		
RECREATION, EDUCATION, & PUBLIC ASSEMBLY USES					
Clubs, lodges, & membership halls	UP	UP	—		
Community centers	A	A	A		
Health/fitness facilities	UP	UP	UP		
Indoor amusement/entertainment facilities	UP	UP	UP		
Indoor sports facilities	UP	UP	UP		
Libraries, museums, galleries	A	A	A		
Parks and playgrounds	—	UP	—		
Religious facilities	—	—	UP		
Schools – Private	—	UP	UP		
Schools - Specialized education and training	A	A	A		

TABLE 2-8 Mixed Use - Allowed Uses and Permit Requirements			A	Allowed Use
			UP	Use Permit Required
			MUP	Minor Use Permit Required
			—	Use Not Allowed
LAND USE	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations
	DMU	MCE	MCO	
Studios - Art, dance, martial arts, music, etc.	UP	UP	UP	
Theaters and auditoriums	UP	—	—	
RESIDENTIAL USES				
Accessory uses (Residential)	A	A	A	17.36.120
Home occupations	MUP	MUP	MUP	17.36.060
Live/work projects	A	A	A	
Multi-family dwellings (3 or more units)	A	A	A	
Single family dwellings ¹	—	—	UP	
Two family dwellings (Duplex)	—	—	A	
RETAIL TRADE				
Accessory retail uses	A	A	A	
Alcoholic beverage sales, off-site	UP	UP	UP	
Alcoholic beverage sales, on-site	UP	UP	UP	
Animal sales and grooming	A	A	A	
Art, antique, collectible, and gift stores	A	A	A	
Auto parts sales	A	A	A	
Auto sales and rental	—	—	A	
Building material stores	A	A	A	
Construction/heavy equipment sales and rental	—	—	A	
Convenience stores	UP	UP	A	
Drive-in and drive-through sales and services	—	—	UP	
Furniture, furnishings & appliance stores	A	A	A	
Gas stations	—	—	UP	
General retail sales	A	A	A	
Grocery stores	A	A	A	
Mobile home and RV sales	—	—	A	
Night clubs, bars, and cardrooms	UP	UP	UP	
Plant nurseries and garden supply stores	—	—	A	
Restaurants	A	A	A	
Warehouse retail	—	—	A	

Notes:

Structures in the MCO district that were permitted as single-family residential dwellings at the time of their construction and that were in existence as of January 1, 2020, are considered legal residential uses. Such structures may be converted to other uses allowed in the MCO zoning district, and converted back to single-family residential uses, after January 1, 2020.

TABLE 2-8 Mixed Use - Allowed Uses and Permit Requirements		A	Allowed Use		
		UP	Use Permit Required		
		MUP	Minor Use Permit Required		
		—	Use Not Allowed		
LAND USE	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations	
	DMU	MCE	MCO		
SERVICES – BUSINESS, FINANCIAL, PROFESSIONAL					
Automated teller machines (ATMs)	A	A	A		
Banks and financial services	A	A	A		
Business support services	A	A	A		
Medical - Clinics, offices, and laboratories	A	A	A		
Medical - Extended care	—	—	A		
Medical – Hospitals	—	—	A		
Offices	A	A	A		
Professional Services	A	A	A		
SERVICES					
Audio & video rental	A	A	A		
Auto repair and maintenance	—	—	UP		
Car wash	—	—	UP		
Community care facilities					
Residential care facility (6 or fewer)	—	—	UP	17.36.040	
Day care center	UP	UP	UP	17.36.030	
Hotels and motels	UP	UP	UP		
Mortuaries & funeral homes	UP	—	A		
Personal services	A	A	A		
Pharmacies	A	A	A		
Storage – indoor	—	—	UP		
Upholstering shops	—	—	UP		
Veterinary clinics, outpatient treatment only	—	—	A		
Veterinary clinics, animal hospitals, kennels	—	—	UP		
INDUSTRIAL, MANUFACTURING & PROCESSING, WHOLESALING					
Recycling facilities					
Small collection facility	—	—	MUP	17.36.110	
TRANSPORTATION, COMMUNICATIONS & INFRASTRUCTURE USES					
Broadcast studios	UP	UP	UP		
Parking facilities/vehicle storage	—	—	UP		

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

SECTION 6. 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 toward 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 7. 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 8. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the Ordinance within fifteen (15) days after its passage, a summary of the Ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this ____ day of _____, 2020

DOUG KUEHNE
Mayor

Attest:

PAMELA M. FARRIS
Assistant City Clerk

=====
State of California
County of San Joaquin, ss.

I, Pamela M. Farris, Assistant 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 May 6, 2020, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2020, by the following vote:

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

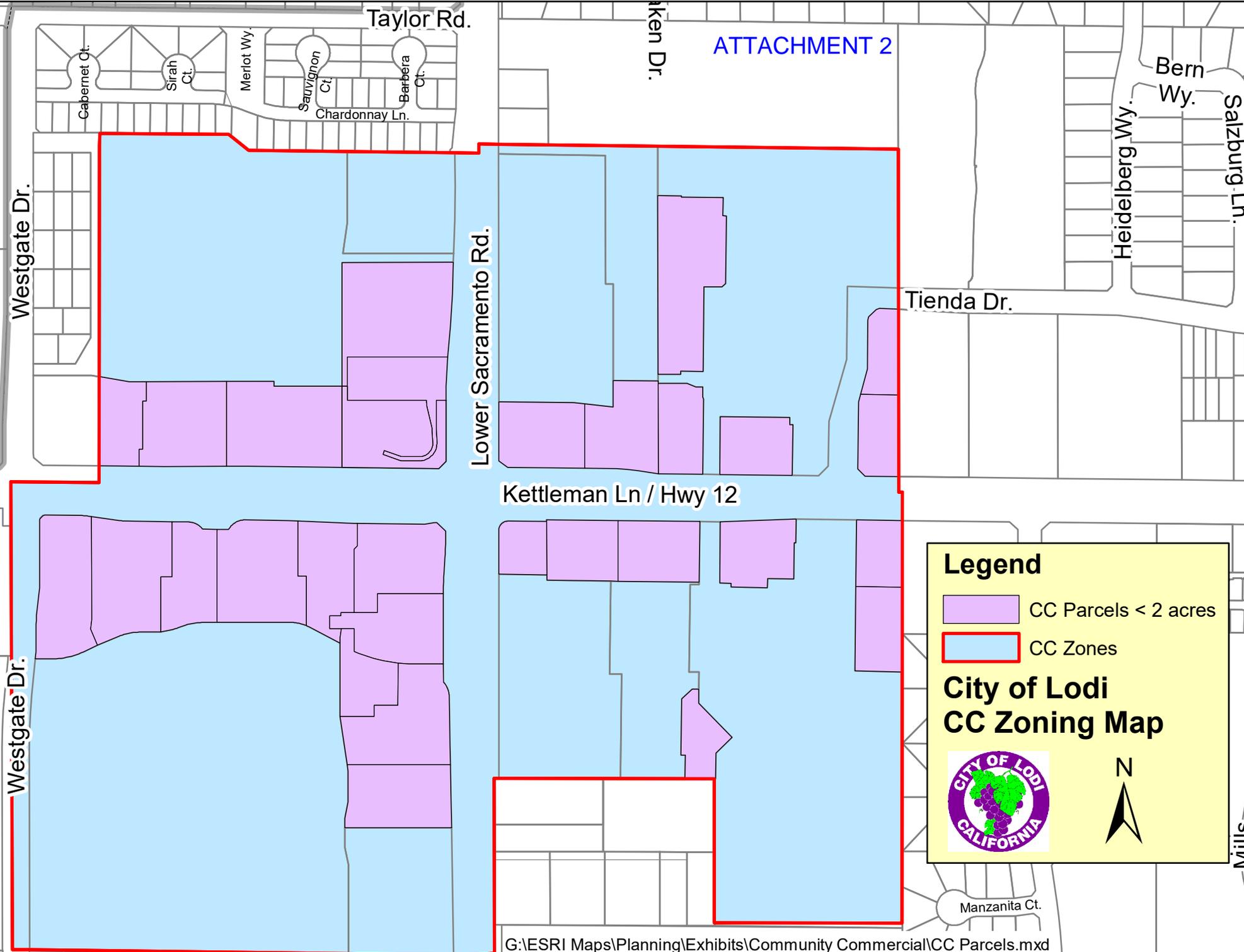
I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

PAMELA M. FARRIS
Assistant City Clerk

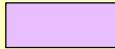
Approved as to Form:

JANICE D. MAGDICH
City Attorney

ATTACHMENT 2



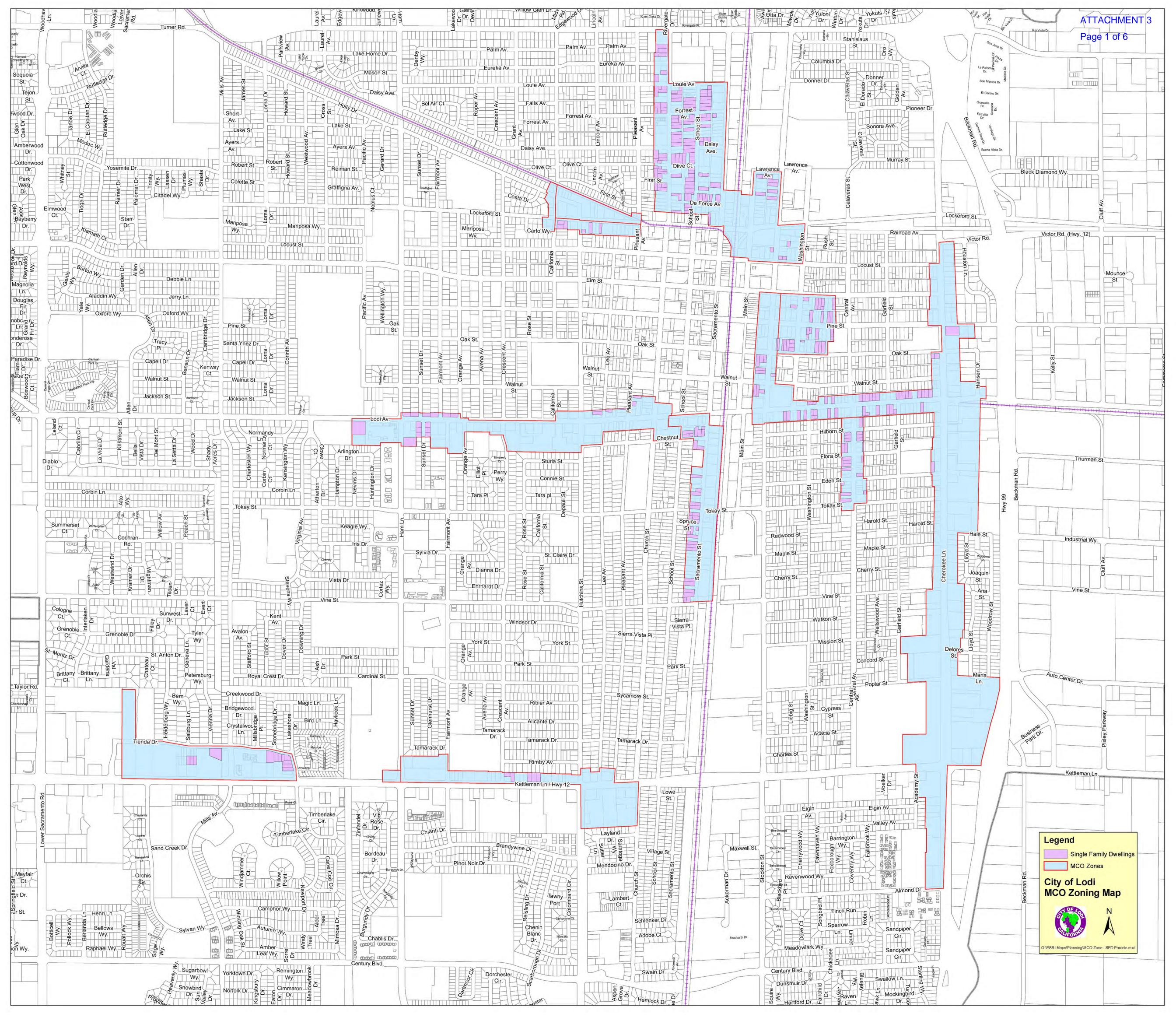
Legend

-  CC Parcels < 2 acres
-  CC Zones

City of Lodi
CC Zoning Map



Mills



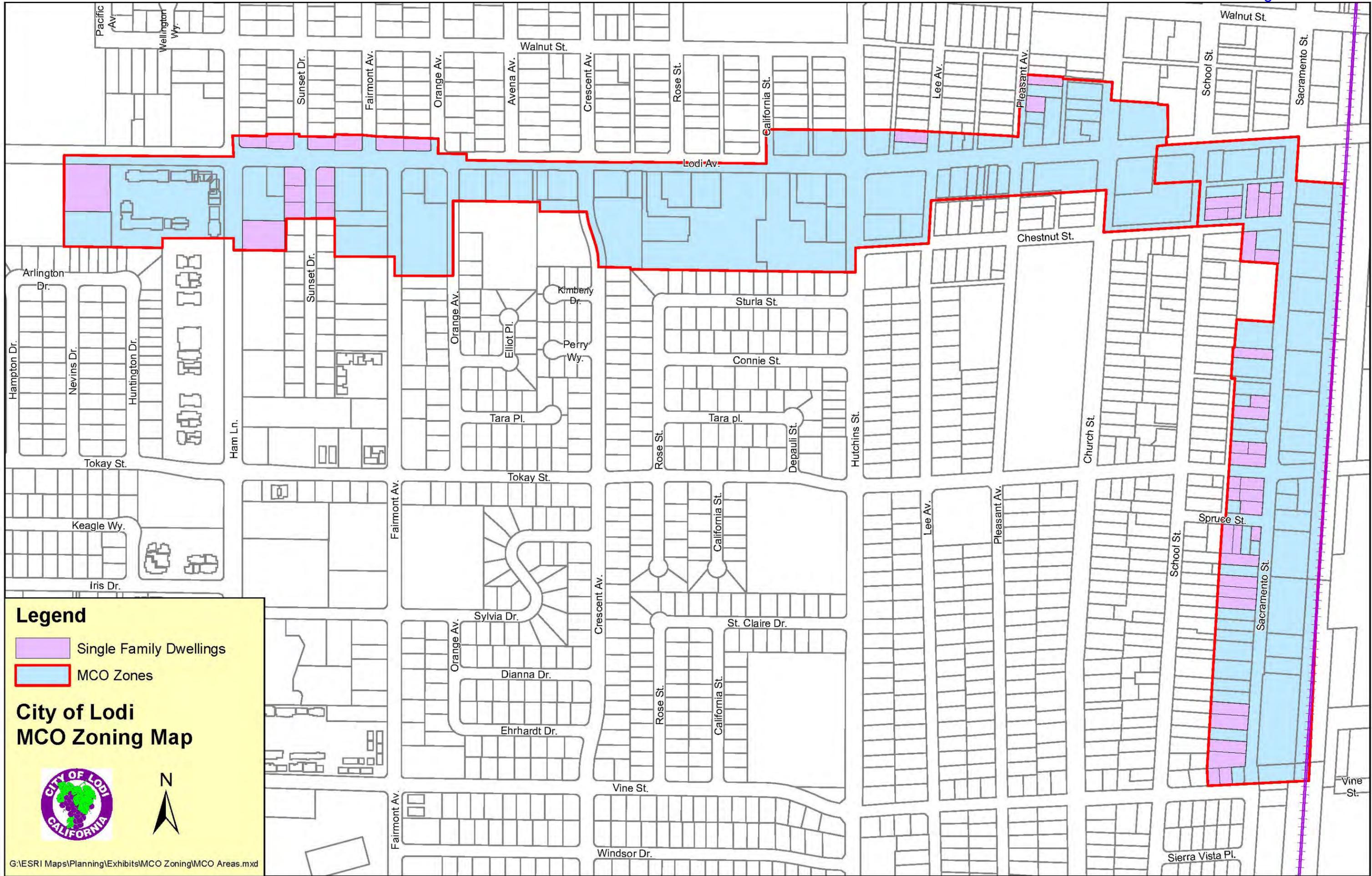
Legend

- Single Family Dwellings
- MCO Zones

**City of Lodi
MCO Zoning Map**



© ESRI Maps/Planning/MCO Zone - SFD Parcels.mxd



- Legend**
- Single Family Dwellings
 - MCO Zones

**City of Lodi
MCO Zoning Map**





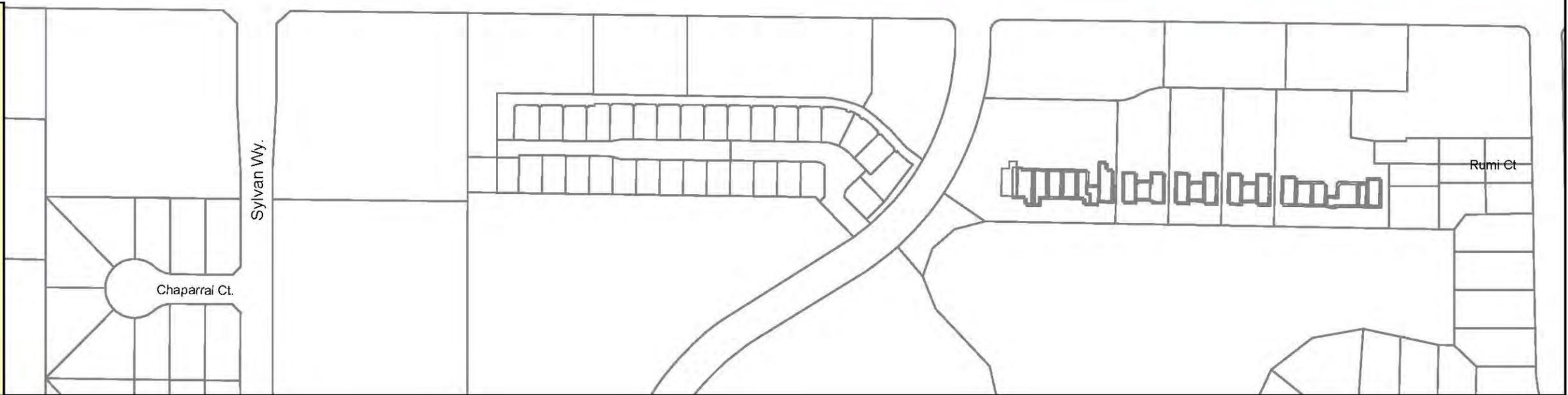
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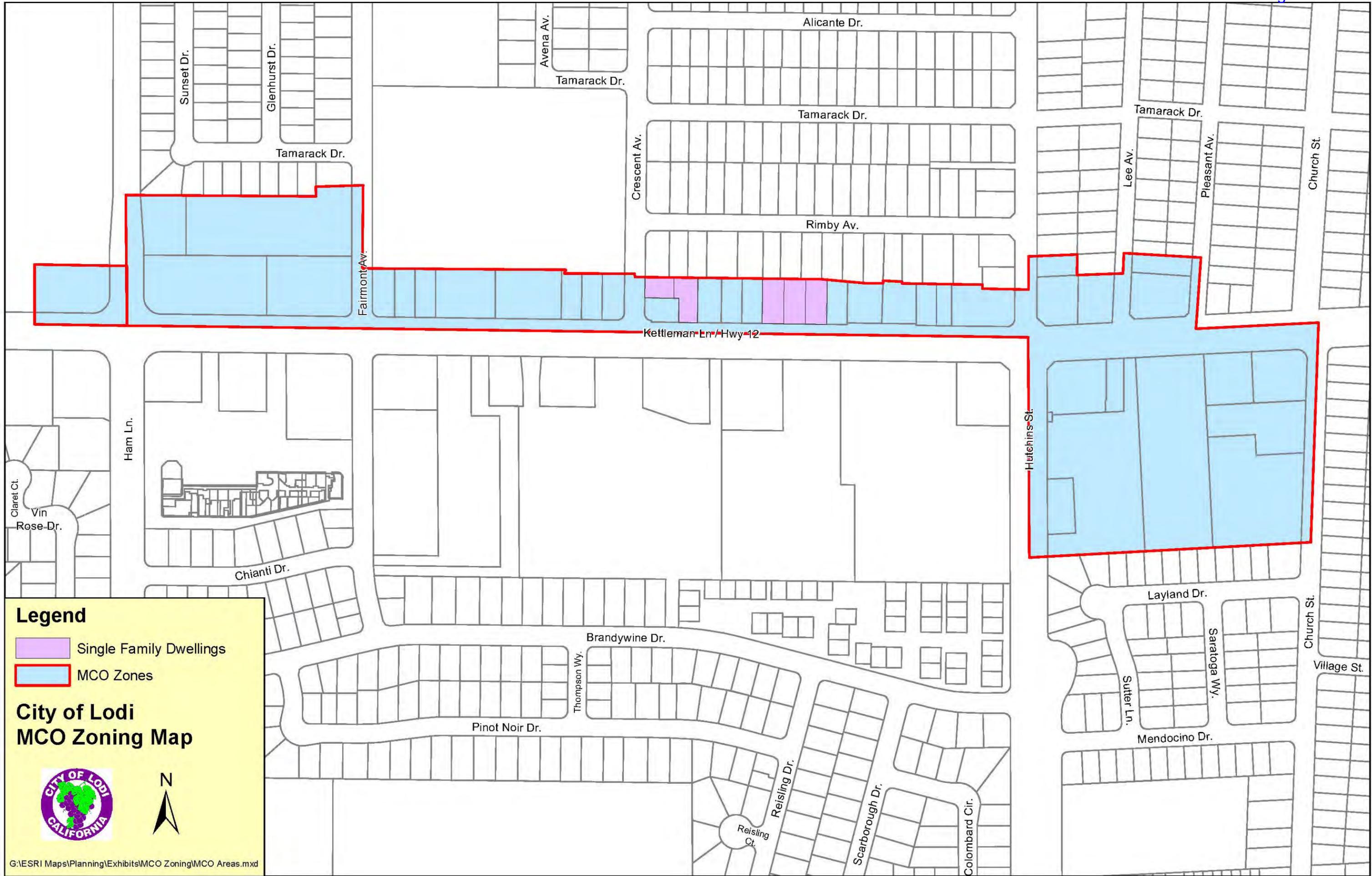
- Single Family Dwellings
- MCO Zones

City of Lodi
MCO Zoning Map

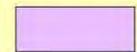



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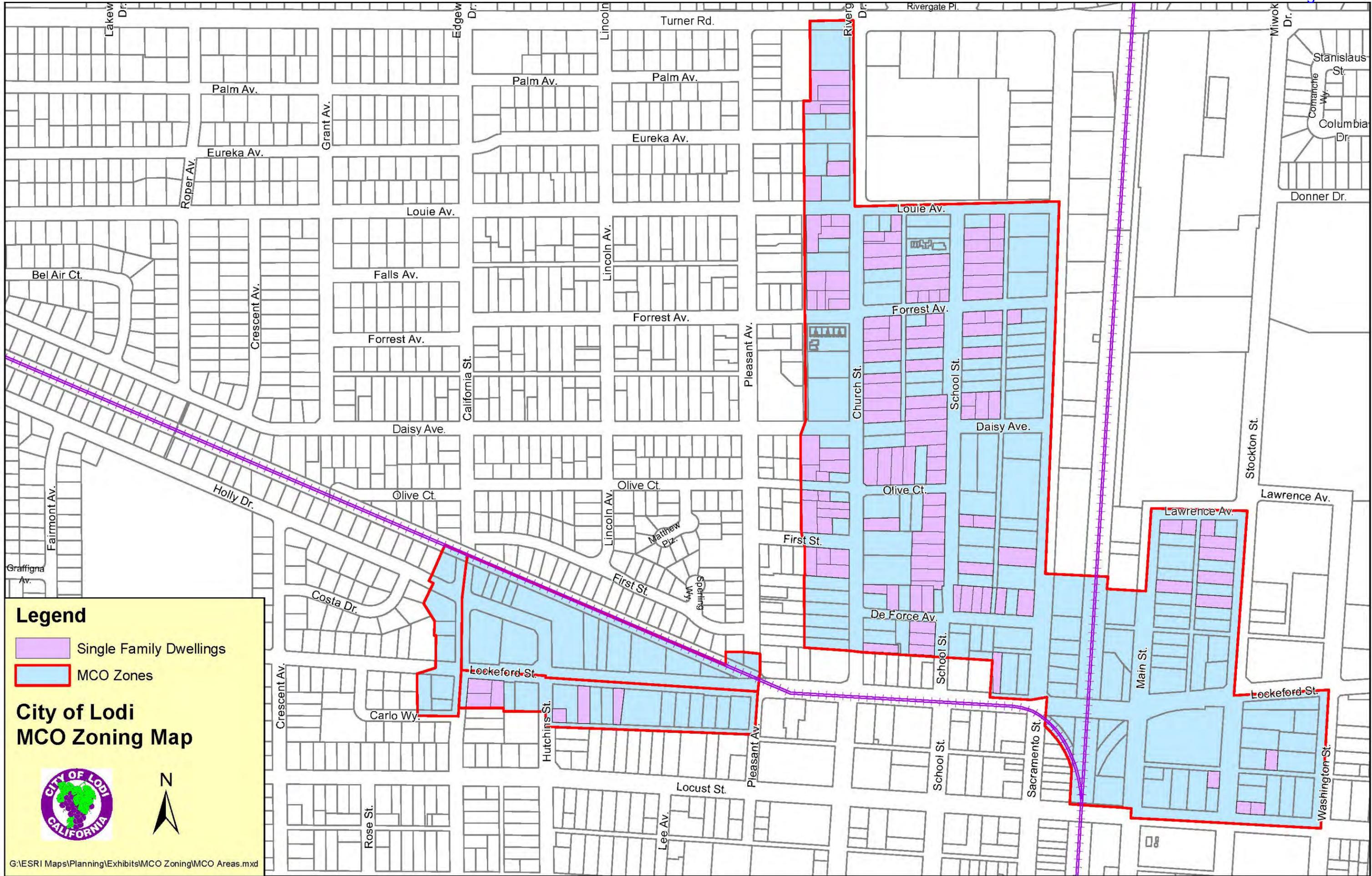


Legend

-  Single Family Dwellings
-  MCO Zones

**City of Lodi
MCO Zoning Map**





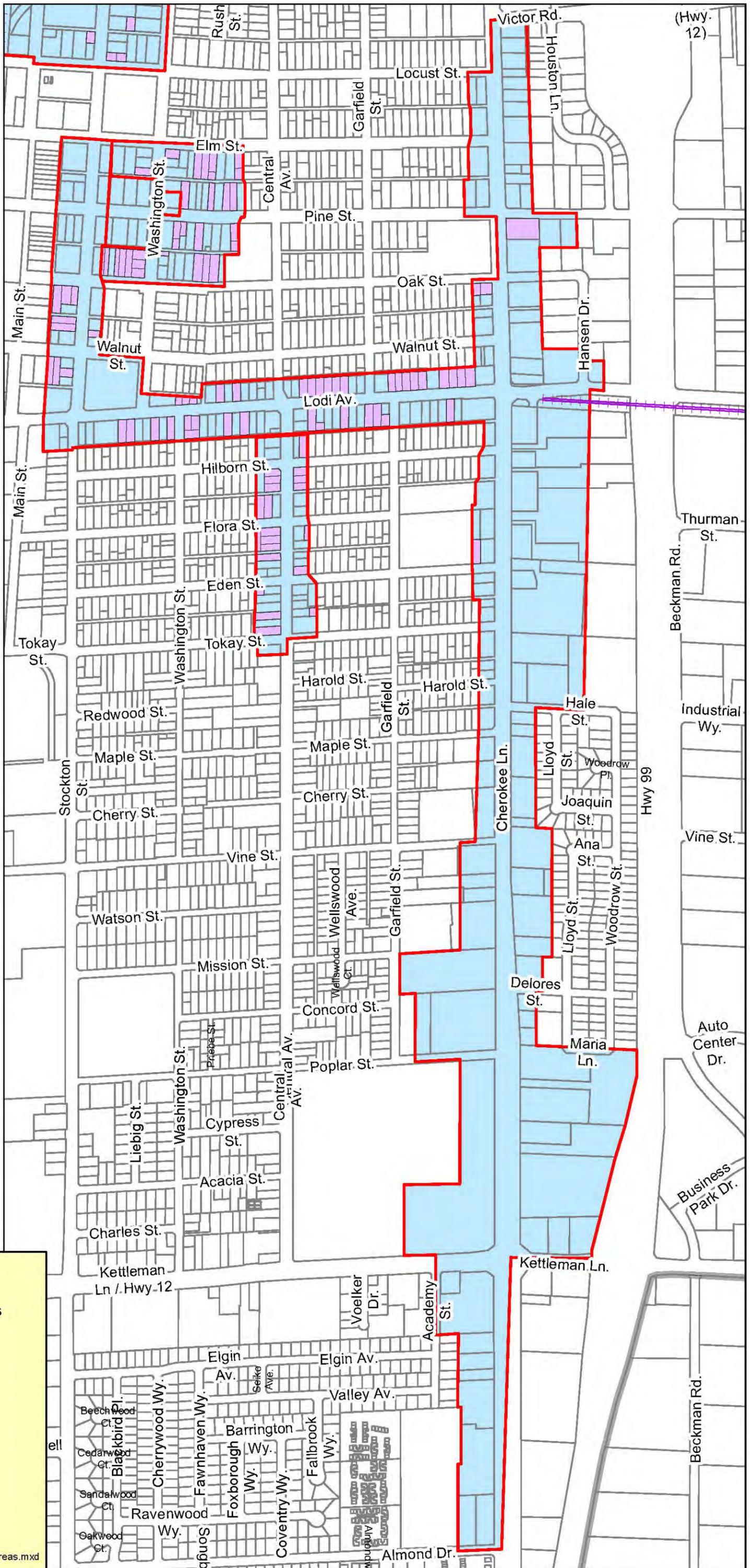
Legend

- Single Family Dwellings
- MCO Zones

**City of Lodi
MCO Zoning Map**




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Legend

- Single Family Dwellings
- MCO Zones

**City of Lodi
MCO Zoning Map**




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RESOLUTION NO. P.C. NO. 20-05

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LODI RECOMMENDING THAT THE LODI CITY COUNCIL AMEND TITLE 17 – DEVELOPMENT CODE, OF THE LODI MUNICIPAL CODE, BY REPEALING AND REENACTING THE FOLLOWING LODI MUNICIPAL CODE SECTIONS:

- 17.18.020 - PURPOSES OF RESIDENTIAL ZONING DISTRICTS (CLARIFICATION OF MINIMUM ALLOWED DEVELOPMENT DENSITY);
- 17.20.030 - COMMERCIAL ZONING DISTRICT LAND USES AND PERMIT REQUIREMENTS (ALLOW RESIDENTIAL CARE FACILITY SUBJECT TO USE PERMIT APPROVAL);
- 17.20.040 – COMMERCIAL DISTRICT GENERAL DEVELOPMENT STANDARDS (REDUCE MINIMUM LOT SIZE TO 8,000 SQUARE FEET);
- AND, 17.22.030 - MIXED USE ZONING DISTRICTS LAND USES AND PERMIT REQUIREMENTS (RECOGNIZE EXISTING SINGLE FAMILY HOMES AS LEGAL USES). CEQA STATUS: EXEMPT, SECTION 15061(B)(3) – GENERAL RULE EXEMPTION.

=====

- WHEREAS, the Planning Commission of the City of Lodi has heretofore held a duly noticed public hearing, as required by law, on the requested determination, in accordance with the California Government Code Section 65402.(a); and
- WHEREAS, the project proponent is City of Lodi, 221 West Pine Street, Lodi, CA 95240; and
- WHEREAS, the City of Lodi adopted various sections of Title 17 – Development Code of the Lodi Municipal Code (LMC) in February 2013, which regulate various aspects of land use and land development within the City; and
- WHEREAS, Section 17.18.020 of the LMC as currently adopted is not clear on the allowed range of density of residential development in the Medium Density Residential and High Density Residential districts, and
- WHEREAS, Section 17.20.030 of the LMC as currently adopted does not allow Residential Care Facility uses in the Office (O) District, and Residential Care Facility is both a compatible use and an historic use in the O district, and
- WHEREAS, Section 17.20.040 of the LMC as currently adopted establishes a minimum lot size of 2 acres in the Community Commercial (CC) district that is inconsistent with the majority of existing parcels in the CC district and is inconsistent with current commercial development trends, and
- WHEREAS, Section 17.22.030 of the LMC as currently adopted establishes the Mixed Use Corridor (MCO) district, the creation of which resulted in the designation of 316 existing single family homes as legal non-conforming uses, thereby adversely affecting home owners in the MCO district, and
- WHEREAS, the Planning Commission recommends that the Lodi City Council repeal and reenact sections of the Lodi Municipal Code noted herein to better serve the interests of members of the community; and
- WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

Based upon the evidence in the staff report and project file, the Planning Commission of the City of Lodi makes the following findings:

1. Based upon the circumstances specific to the proposed amendments, it can be seen with certainty that there is no possibility the proposed amendments to Title 17 – Development Code of the Lodi Municipal Code (Title 17 – LMC) may have a significant effect on the

environment. Therefore, subject to Section 15061(b)(3) of the CEQA Guidelines, the activity is not subject to CEQA.

2. Proposed modifications to Title 17 - LMC will resolve inconsistencies between currently adopted regulations and historic uses and development patterns within the City increase the number of allowable temporary signs in residential, commercial, and industrial zoning districts and increase the allowable square footage of such signs in commercial and industrial zoning districts.
3. Proposed modifications to Title 17 – LMC will be consistent with State law.
4. Proposed modifications to Title 17 - LMC will be subject to the provisions of other laws or ordinances and will not be detrimental to the health, safety or general welfare of persons residing or working in the City or be detrimental or injurious to the health, safety, peace or general welfare of the City.

NOW, THEREFORE, BE IT DETERMINED AND RESOLVED by the Planning Commission of the City of Lodi that P.C. Resolution No. 20-05 is hereby adopted and the proposed amendments to Title 17 - LMC attached hereto in Exhibit A (Ordinance Repealing and Reenacting portions of Chapter 17.18, 17.20 and 17.22 of the Lodi Municipal Code), is made a part of this Resolution by reference, are hereby recommended for approval and adoption by the Lodi City Council.

Dated: April 22, 2020

=====

I certify that P.C. Resolution No. 20-05 was passed and adopted by the Planning Commission of the City of Lodi at a regular meeting held on April 22, 2020 by the following vote:

AYES: Commissioners: Craig, Hicks, Martin, Olson and Chair Cummins
 NOES: Commissioners:
 ABSENT: Commissioners: Gomes and Slater

ATTEST:


 Secretary, Planning Commission

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI REPEALING AND REENACTING LODI MUNICIPAL CODE SECTIONS 17.18.020 – PURPOSES OF RESIDENTIAL ZONING DISTRICT, 17.20.030 – COMMERCIAL ZONING DISTRICT LAND USES AND PERMIT REQUIREMENTS, 17.20.040 – COMMERCIAL DISTRICT GENERAL DEVELOPMENT STANDARDS, AND 17.22.030 – MIXED USE ZONING DISTRICTS LAND USES AND PERMIT REQUIREMENTS IN THEIR ENTIRETY

=====

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

SECTION 1. Lodi Municipal Code Section 17.18.020 – Purposes of Residential Zoning Districts is hereby repealed and reenacted in its entirety and shall read as follows:

17.18.020 - Purposes of Residential Zoning Districts

The residential zoning districts are intended to provide for a range of housing types and densities for all economic segments of the community while emphasizing high quality development and home ownership (General Plan, Housing Element). The purposes of the individual residential zoning districts and the manner in which they are applied are as follows.

- A. RLD (Low-Density Residential) District. The RLD zoning district is intended for areas appropriate for the development of single-family detached, two-family, and three-family homes. All interior lots are restricted to single-family homes. Corner lots can have one-, two-, or three-family homes. The maximum allowable residential density is 8.0 dwelling units per acre. The RLD zoning district is consistent with the Low-Density Residential land use designation of the General Plan.
- B. RMD (Medium Density Residential) District. The RMD zoning district is intended for areas appropriate for a mix of housing types. Typical residential land uses include single- and multi-family dwelling units, either attached or detached. The ~~maximum~~ allowable residential density ranges from 8.1 to 20 dwelling units per acre. The RMD zoning district is consistent with the Medium Density Residential land use designation of the General Plan.
- C. RHD (High Density Residential) District. The RHD zoning district is intended for areas appropriate for high density multi-family dwelling units. The ~~maximum~~ allowable residential density ranges from 15 to 35 units per acre. The RHD zoning district is consistent with the High Density Residential land use designation of the General Plan.

SECTION 2. Lodi Municipal Code Section 17.20.030 – Commercial Zoning District Land Uses and Permit Requirements is hereby repealed and reenacted in its entirety and shall read as follows:

17.20.030 – Commercial Zoning District Land Uses and Permit Requirements

Table 2-6 identifies the uses of land allowed by this Development Code in the commercial zoning districts, and the land use permit required to establish each use, in compliance with Section 17.12.030 (Allowable Land Uses and Permit Requirements).

Note: where the last column in the tables ("Specific Use Regulations") includes a section number, the regulations in the referenced section apply to the use; however, provisions in other sections of this Development Code may also apply.

TABLE 2-6 Commercial Zones – Allowed Land Uses and Permit Requirements		A	Allowed Use		
		UP	Use Permit Required		
		MUP	Minor Use Permit Required		
		—	Use Not Allowed		
LAND USE	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations	
	CC	GC	O		
AGRICULTURE AND OPEN SPACE					
Production of Crops	A	A	A		
RECREATION, EDUCATION, & PUBLIC ASSEMBLY USES					
Clubs, lodges, & membership halls	—	A	UP		
Community centers	—	A	UP		
Health/fitness facilities	UP	UP	UP		
Indoor amusement/entertainment facilities	UP	UP	—		
Indoor sports facilities	UP	UP	UP		
Libraries, museums, galleries	A	A	A		
Outdoor recreation facilities	UP	UP	—		
Religious facilities	—	UP	—		
Schools - Private	—	UP	UP		
Schools - Specialized education and training	UP	A	A		
Studios - Art, dance, martial arts, music, etc.	UP	A	UP		
RESIDENTIAL USES					
Caretaker quarters	—	—	UP		
Residential shelters	—	A	—		
RETAIL TRADE					
Accessory retail uses	A	A	A		
Alcoholic beverage sales, off-site	UP	UP	—		
Alcoholic beverage sales, on-site	UP	UP	—		
Animal sales and grooming	A	A	—		
Art, antique, collectible, and gift stores	A	A	—		
Auto parts sales	A	A	—		
Auto sales and rental	—	A	—		
Building material stores	A	A	—		
Construction/heavy equipment sales and rental	—	A	—		
Convenience stores	A	A	A		
Drive-in and drive-through sales and services	UP	UP	UP		
Furniture, furnishings & appliance stores	A	A	—		
Gas stations	UP	UP	—		

TABLE 2-6 Commercial Zones – Allowed Land Uses and Permit Requirements		A	Allowed Use		
		UP	Use Permit Required		
		MUP	Minor Use Permit Required		
		—	Use Not Allowed		
LAND USE	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations	
	CC	GC	O		
General retail sales	A	A	—		
Grocery stores	A	A	—		
Mobile home and RV sales	—	A	—		
Night clubs, bars, and cardrooms	—	UP	—		
Plant nurseries and garden supply stores	A	A	—		
Restaurants	A	A	A		
Warehouse retail	A	A	—		
SERVICES – BUSINESS, FINANCIAL, PROFESSIONAL					
Automated teller machines (ATMs)	A	A	A		
Banks and financial services	A	A	A		
Business support services	A	A	A		
Medical - Clinics, offices, and laboratories	A	A	A		
Medical - Extended care	—	A	A		
Medical – Hospitals	—	—	A		
Offices	A	A	A		
Professional Services	A	A	A		
SERVICES					
Audio & video rental	A	A	—		
Auto repair and maintenance	—	UP	—		
Car wash	—	UP	—		
Community care facilities					
Residential care facility (6 or fewer)	—	—	—	17.36.040	
Residential care facility (7 or more)	—	—	— UP	17.36.040	
Small Family day care home (up to 8)	—	—	—	17.36.030	
Large family day care home (9 to 14)	—	—	—	17.36.030	
Day care center	UP	UP	UP	17.36.030	
Hotels and motels	UP	UP	UP		
Mortuaries & funeral homes	—	A	UP		
Personal services	A	A	A		
Pharmacies	A	A	—		
Research and development	—	—	A		
Storage – indoor	—	UP	—		
Upholstering shops	—	UP	—		
Veterinary clinics, outpatient treatment only	A	A	A		
Veterinary clinics, animal hospitals, kennels	—	UP	—		

TABLE 2-6 Commercial Zones – Allowed Land Uses and Permit Requirements		A	Allowed Use		
		UP	Use Permit Required		
		MUP	Minor Use Permit Required		
		—	Use Not Allowed		
LAND USE	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations	
	CC	GC	O		
INDUSTRIAL, MANUFACTURING & PROCESSING, WHOLESALING					
Recycling facilities					
Small collection facility	MUP	MUP	—	17.36.110	
Large collection facility	—	—	—	17.36.110	
TRANSPORTATION, COMMUNICATIONS & INFRASTRUCTURE USES					
Broadcast studios	UP	UP	UP		
Parking facilities/vehicle storage	—	UP	—		
Telecommunications facilities	UP	UP	—	17.36.140	
Utility Facility	UP	UP	UP		

SECTION 3. Lodi Municipal Code Section 17.20.040 – Commercial District General Development Standards is hereby repealed and reenacted in its entirety and shall read as follows:

17.20.040 – Commercial District General Development Standards

Subdivisions, new land uses and structures, and alterations to existing land uses and structures, shall be designed, constructed, and/or established in compliance with the requirements in Table 2-7, in addition to the applicable development standards (e.g., landscaping, parking and loading, etc.) in Article 3, (Site Planning and General Development Standards).

TABLE 2-7 Commercial District General Development Standards			
Development Feature	Requirement by Zoning District		
	CC	GC	O
Minimum lot size	<i>Minimum area, width and depth required for new parcels.</i>		
Area	2.0 acres 8,000 sq. ft.	8,000 sq. ft.	8,000 sq. ft.
Width	—	75 ft.	75 ft.
Depth	—	100 ft.	100 ft.
Setbacks	<i>Minimum and, where noted, maximum setbacks required. See Section 17.30.070 for exceptions to these requirements.</i>		
Front	25 ft.	10 ft.	10 ft.
Sides (each)	25 ft.	None	None
Street side	25 ft.	None ⁽¹⁾	10 ft.
Rear	25 ft.	None ⁽¹⁾	10 ft.
Floor Area Ratio (FAR)	0.60		
Height limit	2 stories, not to exceed 35 ft.		

TABLE 2-7 Commercial District General Development Standards			
Development Feature	Requirement by Zoning District		
	CC	GC	O
Landscaping	As required by Chapter 17.30 (Landscaping)		
Parking	As required by Chapter 17.32 (Parking and Loading)		
Enclosure requirement	All uses shall be conducted within a completely enclosed building unless the specific use and zone permit otherwise. Uses allowed in an applicable zone that are determined by the Director to require outdoor storage or activities (for example, vehicle sales lots, service stations, etc.) may be exempted from this requirement.		

Notes:

(1) No setback is required unless adjacent to a residential use or zone where the setback shall be 10 ft..

SECTION 4. Lodi Municipal Code Section 17.22.030 – Mixed Use Zoning Districts Land Uses and Permit Requirements is hereby repealed and reenacted in its entirety and shall read as follows:

17.22.030 – Mixed Use Zoning Districts Land Uses and Permit Requirements

Table 2-8 identifies the uses of land allowed by this Development Code in the Mixed Use zoning districts, and the land use permit required to establish each use, in compliance with Section 17.12.030 (Allowable Land Uses and Permit Requirements).

Note: where the last column in the tables ("Specific Use Regulations") includes a section number, the regulations in the referenced section apply to the use; however, provisions in other sections of this Development Code may also apply.

TABLE 2-8 Mixed Use - Allowed Uses and Permit Requirements		A	Allowed Use		
		UP	Use Permit Required		
		MUP	Minor Use Permit Required		
		—	Use Not Allowed		
LAND USE	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations	
	DMU	MCE	MCO		
AGRICULTURE AND OPEN SPACE					
Production of Crops	—	—	A		
RECREATION, EDUCATION, & PUBLIC ASSEMBLY USES					
Clubs, lodges, & membership halls	UP	UP	—		
Community centers	A	A	A		
Health/fitness facilities	UP	UP	UP		
Indoor amusement/entertainment facilities	UP	UP	UP		
Indoor sports facilities	UP	UP	UP		
Libraries, museums, galleries	A	A	A		
Parks and playgrounds	—	UP	—		
Religious facilities	—	—	UP		
Schools – Private	—	UP	UP		
Schools - Specialized education and training	A	A	A		

TABLE 2-8 Mixed Use - Allowed Uses and Permit Requirements		A	Allowed Use		
		UP	Use Permit Required		
		MUP	Minor Use Permit Required		
		—	Use Not Allowed		
LAND USE	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations	
	DMU	MCE	MCO		
Studios - Art, dance, martial arts, music, etc.	UP	UP	UP		
Theaters and auditoriums	UP	—	—		
RESIDENTIAL USES					
Accessory uses (Residential)	A	A	A	17.36.120	
Home occupations	MUP	MUP	MUP	17.36.060	
Live/work projects	A	A	A		
Multi-family dwellings (3 or more units)	A	A	A		
Single family dwellings ¹	—	—	UP		
Two family dwellings (Duplex)	—	—	A		
RETAIL TRADE					
Accessory retail uses	A	A	A		
Alcoholic beverage sales, off-site	UP	UP	UP		
Alcoholic beverage sales, on-site	UP	UP	UP		
Animal sales and grooming	A	A	A		
Art, antique, collectible, and gift stores	A	A	A		
Auto parts sales	A	A	A		
Auto sales and rental	—	—	A		
Building material stores	A	A	A		
Construction/heavy equipment sales and rental	—	—	A		
Convenience stores	UP	UP	A		
Drive-in and drive-through sales and services	—	—	UP		
Furniture, furnishings & appliance stores	A	A	A		
Gas stations	—	—	UP		
General retail sales	A	A	A		
Grocery stores	A	A	A		
Mobile home and RV sales	—	—	A		
Night clubs, bars, and cardrooms	UP	UP	UP		
Plant nurseries and garden supply stores	—	—	A		
Restaurants	A	A	A		
Warehouse retail	—	—	A		

Notes:

1 - Structures in the MCO district that were permitted as single-family residential dwellings at the time of their construction and that were in existence as of January 1, 2020, are considered legal residential uses. Such structures may be converted to other uses allowed in the MCO zoning district, and converted back to single-family residential uses, after January 1, 2020.

TABLE 2-8 Mixed Use - Allowed Uses and Permit Requirements		A	Allowed Use		
		UP	Use Permit Required		
		MUP	Minor Use Permit Required		
		—	Use Not Allowed		
LAND USE	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations	
	DMU	MCE	MCO		
SERVICES – BUSINESS, FINANCIAL, PROFESSIONAL					
Automated teller machines (ATMs)	A	A	A		
Banks and financial services	A	A	A		
Business support services	A	A	A		
Medical - Clinics, offices, and laboratories	A	A	A		
Medical - Extended care	—	—	A		
Medical – Hospitals	—	—	A		
Offices	A	A	A		
Professional Services	A	A	A		
SERVICES					
Audio & video rental	A	A	A		
Auto repair and maintenance	—	—	UP		
Car wash	—	—	UP		
Community care facilities					
Residential care facility (6 or fewer)	—	—	UP	17.36.040	
Day care center	UP	UP	UP	17.36.030	
Hotels and motels	UP	UP	UP		
Mortuaries & funeral homes	UP	—	A		
Personal services	A	A	A		
Pharmacies	A	A	A		
Storage – indoor	—	—	UP		
Upholstering shops	—	—	UP		
Veterinary clinics, outpatient treatment only	—	—	A		
Veterinary clinics, animal hospitals, kennels	—	—	UP		
INDUSTRIAL, MANUFACTURING & PROCESSING, WHOLESALING					
Recycling facilities					
Small collection facility	—	—	MUP	17.36.110	
TRANSPORTATION, COMMUNICATIONS & INFRASTRUCTURE USES					
Broadcast studios	UP	UP	UP		
Parking facilities/vehicle storage	—	—	UP		

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

SECTION 6. 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 toward 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 7. 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 8. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the Ordinance within fifteen (15) days after its passage, a summary of the Ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this ____ day of _____, 2020

DOUG KUEHNE
Mayor

Attest:

PAMELA M. FARRIS
Assistant City Clerk

=====
State of California
County of San Joaquin, ss.

I, Pamela M. Farris, Assistant 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 _____, 2020, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2020, 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.

PAMELA M. FARRIS
Assistant City Clerk

Approved as to Form:

Janice D. Magdich
JANICE D. MAGDICH
City Attorney



*Please immediately confirm receipt
of this fax by calling 333-6702*

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: NOTICE OF PUBLIC HEARING TO CONSIDER INTRODUCING AN ORDINANCE TO AMEND TITLE 17 – DEVELOPMENT CODE – OF THE LODI MUNICIPAL CODE (LMC) BY REPEALING AND REENACTING THE FOLLOWING LMC SECTIONS: 17.18.020, PURPOSES OF RESIDENTIAL ZONING DISTRICTS; 17.20.030, COMMERCIAL ZONING DISTRICT LAND USES AND PERMIT REQUIREMENTS; 17.20.040, COMMERCIAL DISTRICT GENERAL DEVELOPMENT STANDARDS; AND 17.22.030, MIXED USE ZONING DISTRICTS LAND USES AND PERMIT REQUIREMENTS

PUBLISH DATE: SATURDAY, APRIL 18, 2020

LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO: PAMELA M. FARRIS, ASSISTANT CITY CLERK
LNS ACCT. #5100152 City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, APRIL 16, 2020

ORDERED BY: PAMELA M. FARRIS
ASSISTANT CITY CLERK

PAMELA M. FARRIS
ASSISTANT CITY CLERK

KAYLEE CLAYTON
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

Emailed to the Sentinel at legals@lodinews.com at 9:54 (time) on 4/16/20 (date) _____ (pages)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER INTRODUCING AN ORDINANCE TO AMEND TITLE 17 – DEVELOPMENT CODE – OF THE LODI MUNICIPAL CODE (LMC) BY REPEALING AND REENACTING THE FOLLOWING LMC SECTIONS: 17.18.020, PURPOSES OF RESIDENTIAL ZONING DISTRICTS; 17.20.030, COMMERCIAL ZONING DISTRICT LAND USES AND PERMIT REQUIREMENTS; 1.20.040, COMMERCIAL DISTRICT GENERAL DEVELOPMENT STANDARDS; AND 17.22.030, MIXED USE ZONING DISTRICTS LAND USES AND PERMIT REQUIREMENTS

On Thursday, April 16, 2020, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider introducing an ordinance to amend Title 17 – Development Code – of the Lodi Municipal Code (LMC) by repealing and reenacting the following LMC Sections: 17.18.020, Purposes of Residential Zoning Districts; 17.20.030, Commercial Zoning District Land Uses and Permit Requirements; 17.20.040, Commercial District General Development Standard; and 17.22.030, Mixed Use Zoning Districts Land Uses and Permit Requirements (attached and marked as Exhibit A) was posted at the following locations:

Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum
WorkNet Office

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

Executed on April 16, 2020, at Lodi, California.

ORDERED BY:

**PAMELA M. FARRIS
ASSISTANT CITY CLERK**


PAMELA M. FARRIS
ASSISTANT CITY CLERK

KAYLEE CLAYTON
ADMINISTRATIVE CLERK



CITY OF LODI

Teleconference Meeting

Streaming Link:

<https://www.facebook.com/cityoflodi/>

NOTICE OF PUBLIC HEARING

Date: May 6, 2020

Time: 7:00 p.m.

For information regarding this notice please contact:

Pamela M. Farris

Assistant City Clerk

Telephone: (209) 333-6702

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, May 6, 2020**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing telephonically and available for the public to view and listen at <https://www.facebook.com/CityofLodi/>, to consider the following item:

- a) **Consider introducing an ordinance to amend Title 17 – Development Code – of the Lodi Municipal Code (LMC), by repealing and reenacting the following LMC sections: 17.18.020, Purposes of Residential Zoning Districts; 17.20.030, Commercial Zoning District Land Uses and Permit Requirements; 17.20.040, Commercial District General Development Standards; and 17.22.030, Mixed Use Zoning Districts Land Uses and Permit Requirements.**

Information regarding this item may be obtained in the Community Development Department by phoning (209) 333-6711 or emailing pccomments@lodi.gov. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk at councilcomments@lodi.gov at any time prior to the hearing scheduled herein and they will be read aloud during the meeting and made a part of the record. For additional information on this temporary meeting process, refer to the SPECIAL TELECONFERENCE NOTICE posted on our website: <https://www.lodi.gov/154/City-Clerk>.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk prior to the close of the public hearing.

By Order of the Lodi City Council:

Pamela M. Farris
Assistant City Clerk

Dated: April 15, 2020

Approved as to form:

Janice D. Magdich
City Attorney

AVISO: Para obtener ayuda interpretativa con esta noticia, por favor llame a la oficina de la Secretaria Municipal, a las (209) 333-6702.



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Policy for Emergency Paid Sick Leave and Expansion of the Family Medical Leave Act in Accordance with H.R. 6201, the Families First Coronavirus Response Act

MEETING DATE: May 6, 2020

SUBMITTED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution approving policy for emergency paid sick leave and expansion of the Family Medical Leave Act in accordance with H.R. 6201, the Families First Coronavirus Response Act

BACKGROUND INFORMATION: On March 18, 2020, President Donald Trump signed into law H.R. 6201, the Families First Coronavirus Response Act (FFCRA), effective April 1, 2020 through December 31, 2020. Contained within FFCRA is the Emergency Paid Sick Leave Act (EPSLA) and the Emergency Family and Medical Leave Expansion Act.

The EPSLA requires employers to provide two weeks (up to 80 hours) of paid sick leave to employees who are unable to work, or telework, because the employee:

- Is subject to a federal, state or local quarantine or isolation order.
- Has been advised by a healthcare provider to self-quarantine due to concerns related to COVID-19.
- Is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- Is caring for an individual who is subject to a quarantine or isolation order or has been advised by a healthcare provider to self-quarantine as described above.
- Is caring for his or her child whose school or place of care has been closed or whose child care provider is unavailable due to COVID-19 precautions.
- Is experiencing any other substantially similar condition specified by the Secretary of Health & Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

The paid sick leave provided under EPSLA is in addition to any leave banks that the employer may have extended to the employees prior to April 1, 2020, when the FFCRA was effective.

The Emergency Family and Medical Leave Expansion Act amends the Family and Medical Leave Act (FMLA) to provide job-protected leave for a public health emergency related to COVID-19. Eligible employees may use the leave under this section when the employee is unable to work (or telework) because the employee's child's school or care center is closed, or the child's care provider is unavailable due to COVID-19. Unlike paid sick leave under the EPSLA which has no tenure requirement, an employee must have worked for at least 30 calendar days for the employee to be eligible for benefits under the FMLA Expansion Act. Leave under the FMLA Expansion Act is unpaid for the first two weeks.

APPROVED: _____
Stephen Schwabauer, City Manager

After the first two weeks, leave is paid at two-thirds of the employee's usual pay, with a cap of \$200 per day. For employees with schedules that vary from week to week, a six-month average is to be used to calculate the number of hours to be paid.

In addition, the agency may elect to exclude leave for any "health care provider" or "emergency responder," as those terms are defined in U.S. Department of Labor ("DOL") regulations.

For the purposes of employees who may be excluded from paid sick leave or expanded family and medical leave by their employer under the FFCRA, an emergency responder is an employee who is necessary for the provision of transport, care, health care, comfort, and nutrition of such patients, or whose services are otherwise needed to limit the spread of COVID-19. This includes but is not limited to military or national guard, law enforcement officers, correctional institution personnel, fire fighters, emergency medical services personnel, physicians, nurses, public health personnel, emergency medical technicians, paramedics, emergency management personnel, 911 operators, public works personnel, and persons with skills or training in operating specialized equipment or other skills needed to provide aid in a declared emergency as well as individuals who work for such facilities employing these individuals and whose work is necessary to maintain the operation of the facility. This also includes any individual that the highest official of a state or territory, including the District of Columbia, determines is an emergency responder necessary for that state's or territory's or the District of Columbia's response to COVID-19.

The City has reviewed its employment rolls and concluded that all employees in the attached document are excluded because they are all called on to respond to emergencies and are all required to be trained to respond to emergencies as laid out in the attached training memo.

This policy is intended to satisfy the requirements set forth under the Families First Coronavirus Response Act.

FISCAL IMPACT: The costs associated with the FFCRA are unknown at this time.

FUNDING AVAILABLE: Absorbed in appropriations in each departmental budget for FY 2019/20 and FY 2020/21.

Adele Post, Human Resources Manager

Andrew Keys, Deputy City Manager/Internal Services Director

CITY OF LODI
ADMINISTRATIVE POLICIES MANUAL

SUBJECT: : FAMILIES FIRST CORONAVIRUS
RESPONSE ACT – (HR 6201)

DATE ISSUED: : April 1, 2020 – December 31, 2020

SECTION 1: PURPOSE

The Families First Coronavirus Response Act (the Act) was passed on March 18, 2020 in response to the Coronavirus (COVID-19) pandemic. The Act approves two provisions designed to help reduce the impact of the virus on families. These provisions include the Emergency Family Medical Leave Expansion Act (EFMLEA) and the Emergency Paid Sick Leave Act (EPSLA). These provisions are in effect April 1, 2020 and remain in effect until December 31, 2020.

Except as provided for in Section 13, full and part-time employees who have worked for the City of Lodi for at least 30 calendar days are eligible for Emergency Family Medical Leave Expansion Act (EFMLEA) if they are unable to work or telework to take care of their minor children in the event of a school closure or if their childcare provider is unavailable due to COVID-19.

Full and part-time employees, except as noted in Section 13, regardless of how long they have been employed with the agency are eligible for paid leave under the Emergency Paid Sick Leave Act (EPSLA) for qualifying reasons.

SECTION 2: EFFECTIVE DATES

Effective April 1, 2020 through December 31, 2020.

SECTION 3: AMOUNT OF LEAVE UNDER EFMLEA

Eligible employees have the right to take up to 12 weeks of job-protected EFMLEA leave. Employees who have already used some or all of their 12 weeks of FMLA leave, for another qualifying reason, are not eligible to take an additional 12 weeks of FMLA/EFMLEA. The Act added another qualifying reason for leave and did not provide an additional 12 weeks of leave. Employees may be eligible for a pro-rated amount of leave dependent on FMLA usage within the 12 rolling months prior to the EFMLEA request. Employees who use 12 weeks of leave under EFMLEA may be eligible for additional leave under the California Family Rights Act CFRA for another

qualified event (note: CFRA does not provide leave to care for children as provided under the EFMLEA and described in Section 4).

SECTION 4:

QUALIFYING REASONS FOR EFMLEA LEAVE

Leave shall be granted for up to 12 weeks to care for the employee's son or daughter under 18 years of age if their school or place of care has been closed or their childcare provider of such son or daughter is unavailable, due to a public health emergency. Public health emergency means an emergency with respect to COVID-19 declared by a Federal, State, or local authority.

SECTION 5:

UNPAID LEAVE FOR INITIAL TEN WORKING DAYS

The initial fourteen days of leave (ten working days) may consist of unpaid leave. However, an employee may elect to substitute any accrued vacation leave, personal leave, or medical or sick leave for unpaid leave during the initial fourteen days of leave. The employee may also elect to substitute the two weeks of unpaid leave with the paid sick leave provided under the Emergency Paid Sick Leave Act, or any other leave accrual available to the employee. The City may not require an employee to substitute accrued leave during the initial fourteen days of leave.

SECTION 6:

PAID LEAVE FOR SUBSEQUENT DAYS

From the eleventh working day of leave the employee will be paid two-thirds of the employee's regular rate of pay (as determined under section 7(e) of the Fair Labor Standards Act of 1938) for the number of hours the employee would otherwise be normally scheduled to work during the leave time up to \$200 per day up to a total of \$10,000. Employees who work less than full-time are entitled to pay based on two-thirds of their regular pay based on the number of hours they would have otherwise been scheduled to work during the time they are taking leave.

In the case of an employee whose schedule varies from week to week to such an extent that an employer is unable to determine with certainty the number of hours the employee would have worked if the employee had not taken leave, the employer must use the following criteria:

1. A number equal to the average number of hours that the employee was scheduled per day over the 6-month period ending on the date on which the employee commences leave, including hours for which the employee took any type of paid leave; or
2. If the employee did not work over the preceding 6-month period, the reasonable expectation of the employee at the time of hiring of

the average number of hours per day that the employee would normally be scheduled to work.

SECTION 7: DEFINITIONS FOR PURPOSES OF PUBLIC HEALTH EMERGENCY LEAVE UNDER EFMLEA

- A. Eligible Employee: The term 'eligible employee' means an employee who has been employed for at least 30 calendar days by the employer.
- B. Child: One for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, or foster son or daughter, a stepson or stepdaughter, a legal ward, or a son or daughter of person standing in loco parentis, who is under 18 years of age, or who is 18 years of age or older who is incapable of self-care because of a mental or physical disability.
- C. Parent: A biological, foster, or adoptive parent, a stepparent of the employee, parent-in-law of the employee, parent of a domestic partner of the employee, or a legal guardian or other person who stood in loco parentis to an employee when the employee was a child.
- D. Public Health Emergency: The term 'public health emergency' means an emergency with respect to COVID-19 declared by a Federal, State, or local authority.
- E. Child Care Provider: The term 'child care provider' means a provider who receives compensation for providing child care services on a regular basis.
- F. School: The term 'school' means an 'elementary school' or 'secondary school' as such terms are defined in section 8101 of the Elementary and Secondary Education Act of 1965.

SECTION 8: RESTORATION TO POSITION

An employee who takes EFMLEA shall be restored to the position of employment held by the employee when the leave commenced; or, will be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

SECTION 9: HEALTH BENEFITS

Health benefits coverage will continue during the leave at the level and under the conditions coverage is provided prior to the leave. An employee may be required to reimburse the City for the premiums paid by the City during the leave if the employee fails to return to work

from the leave for a reason other than the continuation, recurrence or onset of a serious health condition that would entitle the employee to leave, or other circumstances beyond the employee's control.

SECTION 10: NOTICE

When foreseeable, an employee shall provide the employer with such notice of leave as is practicable.

SECTION 11: DOCUMENTATION

Employees requesting EFMLEA shall complete the request for leave form and attach any documentation received from their qualified child's school or daycare provider indicating closure and the anticipated period of closure. In the event of a medical emergency where the employee is unable to provide the form prior to initiating leave, such form shall be submitted as soon as reasonably practicable. Documentation shall be submitted to Human Resources via email at hrdept@lodi.gov.

SECTION 12: EMERGENCY PAID SICK LEAVE ACT (EPSLA)

The Emergency Paid Sick Leave Act (EPSLA) provides up to 80 hours of paid leave and is in addition to any other leave accrued including the Special COVID Leave Bank created by the City in March of 2020. The emergency leave expires on December 31, 2020 and does not carry over to the next calendar year.

All employees are eligible for Emergency Paid Sick Leave regardless of how long they have been employed by the City of Lodi if one of the following apply:

1. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19.¹
2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
3. The employee is experiencing symptoms of COVID-19 and is seeking a diagnosis.
4. The employee is caring for an individual under quarantine or isolation order, or advised by a health care professional to self-quarantine.
5. The employee is caring for a child due to school closure or unavailability of the child's care provider due to COVID-19.

¹ Quarantine and isolation orders are defined by the CDC and does not include "shelter in place" orders: <https://www.cdc.gov/quarantine/aboutlawsregulationsquarantineisolation.html>

6. The employee is “experiencing any substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and Secretary of Labor.”

For leave taken under paragraphs (1), (2), or (3), full time employees are entitled to 80 hours of paid leave at their regular rate of pay, subject to a \$511 per day and \$5,110 aggregate cap. Part-time employees are entitled to paid leave for the average number of hours worked over a 2-week period at their regular rate of pay, subject to the same cap.

For leave taken under paragraphs (4), (5), or (6), full time employees are entitled to 80 hours of paid leave at 2/3 their regular rate of pay, subject to a \$200 per day and \$2,000 aggregate cap. Part-time employees are entitled to paid leave for the average number of hours worked over a 2-week period at 2/3 their regular rate of pay, subject to the same cap.

Employees are not required to use other available paid leave (such as leave accruals available to the employee) before using sick leave under EPSLA. Employees are not required to find replacements to cover their duties during use of leave. Employees will not be discharged or discriminated against by any employee for requesting or taking paid sick leave under the EPSLA.

Employees may elect to use accrued leave from any leave bank source to supplement the 2/3rds regular rate being paid while on EPSLA under reasons (4), (5), or (6).

SECTION 13:

COVERED EMPLOYEES

This policy applies to all employees. In accordance with the FFCRA, the City may deny EFMLEA or EPSLA leave if the employee is an Emergency Responder whose services are necessary for emergency response operations.

Certain health care providers and emergency responders are excluded from the definition of eligible employee under section 110(a)(1)(A) of the EFMLEA. However the City will exercise its sole and complete discretion to grant leave consistent with this policy to the emergency responders, under its pre-existing leave programs only on the same terms as provided in this policy consistent with its ability to achieve the mission of each emergency responders department mission. The City has reviewed its employment rolls and concluded that all employees in the attached document are exempt

because they are all called on to respond to emergencies and are all required to be trained to respond to emergencies as laid out in the attached training memorandum.

For the purposes of employees who may be excluded from paid sick leave or expanded family and medical leave by their employer under the FFCRA, an emergency responder is an employee who is necessary for the provision of transport, care, health care, comfort, and nutrition of such patients, or whose services are otherwise needed to limit the spread of COVID-19. This includes, but is not limited to, military or national guard, law enforcement officers, correctional institution personnel, fire fighters, emergency medical services personnel, physicians, nurses, public health personnel, emergency medical technicians, paramedics, emergency management personnel, 911 operators, public works personnel, and persons with skills or training in operating specialized equipment or other skills needed to provide aid in a declared emergency as well as individuals who work for such facilities employing these individuals and whose work is necessary to maintain the operation of the facility. This also includes any individual that the highest official of a state or territory, including the District of Columbia, determines is an emergency responder necessary for that state's or territory's or the District of Columbia's response to COVID-19.



**CITY OF LODI
FIRE DEPARTMENT
MEMORANDUM**



TO: Blair King
FROM: Michael Pretz
DATE: September 7, 2006
SUBJECT: NIMS Training

In order for the City of Lodi to continue to receive Homeland Security Grant funds and State of California funding for various projects, the Governor's Office of Emergency Services has ordered all municipalities to complete SEMS and NIMS training. As you will recall, we brought this to the department heads attention during the April EOC training session. We have until October 6, 2006 to complete this training. Fortunately, the training sessions are relatively simple and straightforward. After reviewing the NIMS Training matrix, I believe the following groups of city employees should go through the various ICS (Incident Command System) series:

SEMS (Standardized Emergency Management System)
NIMS (National Incident Management System)

SEMS Executive, ICS 402, NIMS (IS 700), NIMS (IS 800).
Council Members, City Manager, Deputy City Manager, City Attorney, Deputy City Attorney, City Clerk, Deputy City Clerk

SEMS Intro., SEMS EOC, ICS 100, ICS 200, NIMS 700, NIMS 800, ICS 300, ICS 400
Department Heads, Second level supervisors (deputy DH, etc), anyone who may take a department heads place in the EOC.

SEMS Intro., SEMS EOC, ICS 100, ICS 200, ICS 300, NIMS 700, NIMS 800
All field supervisors

SEMS Intro., SEMS EOC, ICS 100, ICS 200, NIMS 700
Support Staff, HR Staff

SEMS Intro., ICS 100, NIMS 700
All employees who may be tasked, directed, or called upon for an emergency. As I understand State of California requirements for disaster workers, any city employee can be tasked with emergency responsibilities during a disaster, therefore, every city employee should take these courses.

Positions Excluded from FFCRA

Job Class Description	Job Class Description	Job Class Description
ACCOUNTANT	FIELD SERVICES SUPERVISOR	RISK MANAGER
ACCOUNTING MANAGER	FINANCE TECHNICIAN	SENIOR ADMINISTRATIVE CLERK
ADMINISTRATIVE CLERK	FIRE BATTALION CHIEF	SENIOR CIVIL ENGINEER
ADMINISTRATIVE CLERK - CONF	FIRE BATTALION CHIEF - 112 HRS	SENIOR ENGINEERING TECHNICIAN
ADMINISTRATIVE SECRETAR - CONF	FIRE CAPTAIN	SENIOR FACILITIES MAINT WORKER
ADMINISTRATIVE SECRETARY	FIRE CHIEF	SENIOR LIBRARY ASSISTANT
ANIMAL SERVICES SUPERVISOR	FIRE ENGINEER	SENIOR POLICE ADMIN. CLERK
ASSISTANT ANIMAL SERVICES OFFI	FIRE FIGHTER I	SENIOR POWER ENGINEER
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ASSISTANT ENGINEER	FLEET SUPERINTENDENT	SENIOR STOREKEEPER
ASSOCIATE CIVIL ENGINEER	HEAVY EQUIPMENT MECHANIC	SERVICE WRITER
ASSOCIATE PLANNER	HUMAN RESOURCES MANAGER	SR ELECTRICAL ENGINEERING TECH
ASST ENGINEER/PLANS EXAMINER	HUMAN RESOURCES TECHNICIAN	SR. PAYROLL TECHNICIAN
BUDGET MANAGER	INFORMATION SYSTEMS SPECIALIST	STREET MAINTENANCE WORKER I
BUILDING INSPECTOR II	INFORMATION TECHNOLOGY MANAGER	STREET MAINTENANCE WORKER II
BUILDING OFFICIAL	LABORATORY SUPERVISOR	STREET MAINTENANCE WORKER III
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BUSINESS DEVELOPMENT MANAGER	LEAD DISPATCHER/JAILER	SUBSTATION TECHNICIAN
CHIEF WASTEWATER PLANT OPERATO	LEAD ELECTRICIAN	SUBSTATION/METERING SUPERVISOR
CITY ATTORNEY	LEAD EQUIPMENT MECHANIC	SUPERVISING ACCOUNTANT
CITY ENGINEER/DEP PW DIRECTOR	LIBRARY DIRECTOR	TRAFFIC/SIGN MAKING WORKER
CITY MANAGER	LITERACY/VOLUNTEER MANAGER	TRANSPORTATION MANAGER
CODE ENFORCEMENT OFFICER	MAINTENANCE WORKER II	TROUBLESHOOTING SUPERVISOR
COMMUNITY DEVELOPMENT DIRECTOR	MANAGEMENT ANALYST	UTILITIES MANAGER
CONSTRUCTION PROJECT MANAGER	MANAGEMENT ANALYST - CONF	UTILITIES SUPERINTENDENT - PW
CONSTRUCTION/MAINT. SUPERVISOR	METERING TECHNICIAN	UTILITY BILLING SPECIALIST
CUSTOMER SERV SUP	MGR. ENGINEERING & OPERATIONS	UTILITY EQUIPMENT SPECIALIST
CUSTOMER SERVICE REP. I	NETWORK ADMINISTRATOR	W/WW MAINTENANCE WORKER 2
CUSTOMER SERVICE REP. II	NETWORK TECHNICIAN	W/WW MAINTENANCE WORKER I
DEPUTY CITY ATTORNEY	PARK MAINTENANCE WORKER I	WASTEWATER PLANT OPERATOR II
DEPUTY CITY MANAGER	PARK MAINTENANCE WORKER II	WASTEWATER PLANT OPERATOR III
DEPUTY DIRECTOR PRCS	PARK MAINTENANCE WORKER III	WATER / WASTEWATER SUPERVISOR
DEPUTY FIRE CHIEF	PARKS PROJECT COORDINATOR	WATER PLANT OPERATOR III
DISPATCH SUPERVISOR	PARTS CLERK	WATER PLANT SUPERINTENDENT
DISPATCHER/JAILER	PAYROLL TECHNICIAN	WATER SERVICES TECHNICIAN I
ELEC DIST OPERATOR SUPERVISOR	PERMIT TECHNICIAN	WATER SERVICES TECHNICIAN II
ELEC UTILITY BUSINESS ANALYST	PLANT & EQUIPMENT MECHANIC	WATER/WASTEWATER MAINT WKR III
ELEC UTILITY SUPERINTENDENT	POLICE CAPTAIN	WATERSHED PROGRAM COORDINATOR
ELECTRIC DISTRIBUTION OPER II	POLICE CHIEF	WELDER - MECHANIC
ELECTRIC FOREMAN/FOREWOMAN	POLICE CORPORAL	
ELECTRIC LINE APPRENTICE II	POLICE LIEUTENANT	
ELECTRIC LINEMAN/LINEWOMAN	POLICE OFFICER	
ELECTRIC MATERIALS TECHNICIAN	POLICE OFFICER TRAINEE	
ELECTRIC TROUBLESHOOTER	POLICE RECORDS CLERK II	
ELECTRIC UTILITY DIRECTOR	POLICE RECORDS CLERK SUPERVISOR	
ELECTRICAL ENGINEERING TECH	POLICE SERGEANT	
ELECTRICIAN	PROGRAMMER/ANALYST	
ENGINEERING TECHNICIAN I	PROPERTY & EVIDENCE TECHNICIAN	
ENGINEERING TECHNICIAN II	PUBLIC WORK MANAGEMENT ANALYST	
ENVIRONMENTAL COMPLIANCE INSP.	PUBLIC WORKS DIRECTOR	
EQUIPMENT SERVICE WORKER	PUBLIC WORKS INSPECTOR I	
EU RESOURCES ANALYST	PUBLIC WORKS INSPECTOR II	
EXECUTIVE ADMINISTRATIVE ASST	RATES AND RESOURCE MANAGER	
FACILITIES MAINT WORKER	RECREATION MANAGER	
FACILITIES SUPERVISOR	REVENUE MANAGER	
FIELD SERVICES REPRESENTATIVE	RISK MANAGEMENT TECHNICIAN	

CITY OF LODI

EMPLOYEE CERTIFICATION OF NEED FOR PAID EMERGENCY SICK LEAVE

Print Name: _____ Title: _____ Date: _____

Department: _____ Supervisor Name: _____

Status: Regular Full-Time _____ Part- Time _____

I, _____, certify that I am unable to work (or telework) for one of the following reasons:

1	The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19. <i>(Quarantine and isolation orders are defined by the CDC and does not include "shelter in place" orders.)</i>
2	The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
3	The employee is experiencing symptoms of COVID-19 and is seeking a diagnosis.
4	The employee is caring for an individual under quarantine or isolation order, or advised by a health care professional to self-quarantine. <i>Relationship to Individual:</i>
5	The employee is caring for a child due to school closure or unavailability of the child's care provider due to COVID-19. <i>(Complete and attach Certification of Need for Emergency Family Medical Leave form)</i>
6	The employee is "experiencing any substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and Secretary of Labor." <i>(this section is unavailable until further direction is received from the Health and Human Services department.)</i>

- Leave taken under section (1), (2), or (3) is paid at the employee's regular rate of pay, subject to a \$511 per day and \$5,110 aggregate cap. Leave taken under section (4), (5), or (6) is paid at 2/3rds your regular rate of pay, subject to a cap of \$200 per day and \$2,000 aggregate cap. Part time employees are entitled to leave based on 2/3rds the average number of hours worked over a 2-week period. Pay for leave taken under section (4), (5), or (6) may be supplemented by using your accrued leaves. Initial your election below:

_____ I do not wish to supplement EPSLA pay. _____ I wish to supplement EPSLA pay with my accrued leaves

To supplement with accrued leaves, enter hours on your timecard under the appropriate type of leave (vacation, sick, compensatory time). Indicate under "comments" that the hours are EFMLEA if leave is under section (5), otherwise indicate hours are EPSLA.

I understand that if my circumstances change so that I am no longer eligible under one of the qualifying categories, I must immediately inform my supervisor and the City of Lodi and I may be directed to report back to work (or telework).

Request Leave Start Date: _____ Expected End Date: _____

Signature: _____ Date: _____

HR Use

Approved _____ Denied (reason) _____

EMPLOYEE CERTIFICATION OF NEED FOR EMERGENCY FAMILY MEDICAL LEAVE

Print Name: _____ Title: _____ Date: _____

Department: _____ Supervisor: _____

Status: Regular Full-Time _____ Part-Time _____

Hire Date: _____ Average Regular Work Schedule (circle): M T W TH F SA SU
Average hours scheduled per week (part-time) : _____

Have you taken leave under FMLA in the past 12 months? Yes _____ No _____
If yes, how many days? _____ Or, how many hours? _____

Compensation:

First 10 days of leave is without pay unless the following is designated:

I elect to use the following leave during the first 10 days of EFMLEA (indicate # of hours for each leave type):

Leave without pay _____ Sick _____ Holiday _____

Vacation _____ Compensatory Time Off _____

Emergency Paid Sick Leave _____

If using Emergency Paid Sick Leave, also complete Certification of Need for Emergency Paid Sick Leave form

Pay as of the 11th day of Leave

Pay under EFMLEA is based on 2/3rds of your regular pay. You may elect to supplement with your own accrued leaves. Initial your election below.

I do not wish to supplement EFMLEA pay. _____

I wish to supplement EFMLEA pay with my accrued leaves. _____

To supplement with accrued leaves, enter hours on your timecard under the appropriate type of leave (vacation, sick, compensatory time). Indicate under "comments" that the hours are EFMLEA.

I, _____, certify that I have a child who is under the age of 18, whose school or place of care has been closed, or whose child care provider is unavailable due to a COVID-19 emergency declared by either a Federal, State, or local authority. Due to the need to care for my child, I am unable to work (or telework). I understand that if my childcare needs change, I must immediately inform my supervisor and the City and I may be directed to report back to work (or telework).

Request Leave Start Date _____ Expected End Date: _____

Signature: _____ Date: _____

HR Use

Approved _____ Denied (reason) _____

Process Notes

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING A NEW POLICY: FAMILIES FIRST
CORONAVIRUS RESPONSE ACT – (HR 6201)

=====

WHEREAS, on March 18, 2020, President Donald Trump signed the Families First Corona Virus Response Act into law (HR 6201), providing emergency paid sick leave benefits for eligible employees and expanding the Family Medical Leave Act; and

WHEREAS, this law became effective April 1, 2020 and expires on December 31, 2020, and is related specifically to the Coronavirus Pandemic; and

WHEREAS, the U.S. Department of Labor (DOL) allows agencies to exclude certain job classifications identified as “health care providers” or “emergency responders” from paid leave under the Families First Coronavirus Response Act (FFCRA); and

WHEREAS, the City of Lodi has reviewed its employment rolls and identified the job classifications considered “emergency responders” based on the DOL guidelines and will be excluded from paid leave under FFCRA as listed in Attachment A; and

WHEREAS, the City of Lodi, in accordance with HR 6201, has amended the City of Lodi Administrative Policy and Procedures Manual by adding a new policy: Families First Coronavirus Response Act.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve a new policy: Families First Coronavirus Response Act.

Dated: May 6, 2020

=====

I hereby certify that Resolution No. 2020-_____ was passed and adopted by the Lodi City Council in a regular meeting held May 6, 2020 by the following vote:

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

PAMELA M. FARRIS
Assistant City Clerk

CITY OF LODI
ADMINISTRATIVE POLICIES MANUAL

SUBJECT: : FAMILIES FIRST CORONAVIRUS
RESPONSE ACT – (HR 6201)

DATE ISSUED: : April 1, 2020 – December 31, 2020

SECTION 1: PURPOSE

The Families First Coronavirus Response Act (the Act) was passed on March 18, 2020 in response to the Coronavirus (COVID-19) pandemic. The Act approves two provisions designed to help reduce the impact of the virus on families. These provisions include the Emergency Family Medical Leave Expansion Act (EFMLEA) and the Emergency Paid Sick Leave Act (EPSLA). These provisions are in effect April 1, 2020 and remain in effect until December 31, 2020.

Except as provided for in Section 13, full and part-time employees who have worked for the City of Lodi for at least 30 calendar days are eligible for Emergency Family Medical Leave Expansion Act (EFMLEA) if they are unable to work or telework to take care of their minor children in the event of a school closure or if their childcare provider is unavailable due to COVID-19.

Full and part-time employees, except as noted in Section 13, regardless of how long they have been employed with the agency are eligible for paid leave under the Emergency Paid Sick Leave Act (EPSLA) for qualifying reasons.

SECTION 2: EFFECTIVE DATES

Effective April 1, 2020 through December 31, 2020.

SECTION 3: AMOUNT OF LEAVE UNDER EFMLEA

Eligible employees have the right to take up to 12 weeks of job-protected EFMLEA leave. Employees who have already used some or all of their 12 weeks of FMLA leave, for another qualifying reason, are not eligible to take an additional 12 weeks of FMLA/EFMLEA. The Act added another qualifying reason for leave and did not provide an additional 12 weeks of leave. Employees may be eligible for a pro-rated amount of leave dependent on FMLA usage within the 12 rolling months prior to the EFMLEA request. Employees who use 12 weeks of leave under EFMLEA may be eligible for additional leave under the California Family Rights Act CFRA for another

qualified event (note: CFRA does not provide leave to care for children as provided under the EFMLEA and described in Section 4).

SECTION 4:

QUALIFYING REASONS FOR EFMLEA LEAVE

Leave shall be granted for up to 12 weeks to care for the employee's son or daughter under 18 years of age if their school or place of care has been closed or their childcare provider of such son or daughter is unavailable, due to a public health emergency. Public health emergency means an emergency with respect to COVID-19 declared by a Federal, State, or local authority.

SECTION 5:

UNPAID LEAVE FOR INITIAL TEN WORKING DAYS

The initial fourteen days of leave (ten working days) may consist of unpaid leave. However, an employee may elect to substitute any accrued vacation leave, personal leave, or medical or sick leave for unpaid leave during the initial fourteen days of leave. The employee may also elect to substitute the two weeks of unpaid leave with the paid sick leave provided under the Emergency Paid Sick Leave Act, or any other leave accrual available to the employee. The City may not require an employee to substitute accrued leave during the initial fourteen days of leave.

SECTION 6:

PAID LEAVE FOR SUBSEQUENT DAYS

From the eleventh working day of leave the employee will be paid two-thirds of the employee's regular rate of pay (as determined under section 7(e) of the Fair Labor Standards Act of 1938) for the number of hours the employee would otherwise be normally scheduled to work during the leave time up to \$200 per day up to a total of \$10,000. Employees who work less than full-time are entitled to pay based on two-thirds of their regular pay based on the number of hours they would have otherwise been scheduled to work during the time they are taking leave.

In the case of an employee whose schedule varies from week to week to such an extent that an employer is unable to determine with certainty the number of hours the employee would have worked if the employee had not taken leave, the employer must use the following criteria:

1. A number equal to the average number of hours that the employee was scheduled per day over the 6-month period ending on the date on which the employee commences leave, including hours for which the employee took any type of paid leave; or
2. If the employee did not work over the preceding 6-month period, the reasonable expectation of the employee at the time of hiring of

the average number of hours per day that the employee would normally be scheduled to work.

SECTION 7: DEFINITIONS FOR PURPOSES OF PUBLIC HEALTH EMERGENCY LEAVE UNDER EFMLEA

- A. Eligible Employee: The term 'eligible employee' means an employee who has been employed for at least 30 calendar days by the employer.
- B. Child: One for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, or foster son or daughter, a stepson or stepdaughter, a legal ward, or a son or daughter of person standing in loco parentis, who is under 18 years of age, or who is 18 years of age or older who is incapable of self-care because of a mental or physical disability.
- C. Parent: A biological, foster, or adoptive parent, a stepparent of the employee, parent-in-law of the employee, parent of a domestic partner of the employee, or a legal guardian or other person who stood in loco parentis to an employee when the employee was a child.
- D. Public Health Emergency: The term 'public health emergency' means an emergency with respect to COVID-19 declared by a Federal, State, or local authority.
- E. Child Care Provider: The term 'child care provider' means a provider who receives compensation for providing child care services on a regular basis.
- F. School: The term 'school' means an 'elementary school' or 'secondary school' as such terms are defined in section 8101 of the Elementary and Secondary Education Act of 1965.

SECTION 8: RESTORATION TO POSITION

An employee who takes EFMLEA shall be restored to the position of employment held by the employee when the leave commenced; or, will be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

SECTION 9: HEALTH BENEFITS

Health benefits coverage will continue during the leave at the level and under the conditions coverage is provided prior to the leave. An employee may be required to reimburse the City for the premiums paid by the City during the leave if the employee fails to return to work

from the leave for a reason other than the continuation, recurrence or onset of a serious health condition that would entitle the employee to leave, or other circumstances beyond the employee's control.

SECTION 10:

NOTICE

When foreseeable, an employee shall provide the employer with such notice of leave as is practicable.

SECTION 11:

DOCUMENTATION

Employees requesting EFMLEA shall complete the request for leave form and attach any documentation received from their qualified child's school or daycare provider indicating closure and the anticipated period of closure. In the event of a medical emergency where the employee is unable to provide the form prior to initiating leave, such form shall be submitted as soon as reasonably practicable. Documentation shall be submitted to Human Resources via email at hrdept@lodi.gov.

SECTION 12:

EMERGENCY PAID SICK LEAVE ACT (EPSLA)

The Emergency Paid Sick Leave Act (EPSLA) provides up to 80 hours of paid leave and is in addition to any other leave accrued including the Special COVID Leave Bank created by the City in March of 2020. The emergency leave expires on December 31, 2020 and does not carry over to the next calendar year.

All employees are eligible for Emergency Paid Sick Leave regardless of how long they have been employed by the City of Lodi if one of the following apply:

1. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19.¹
2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
3. The employee is experiencing symptoms of COVID-19 and is seeking a diagnosis.
4. The employee is caring for an individual under quarantine or isolation order, or advised by a health care professional to self-quarantine.
5. The employee is caring for a child due to school closure or unavailability of the child's care provider due to COVID-19.

¹ Quarantine and isolation orders are defined by the CDC and does not include "shelter in place" orders: <https://www.cdc.gov/quarantine/aboutlawsregulationsquarantineisolation.html>

6. The employee is “experiencing any substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and Secretary of Labor.”

For leave taken under paragraphs (1), (2), or (3), full time employees are entitled to 80 hours of paid leave at their regular rate of pay, subject to a \$511 per day and \$5,110 aggregate cap. Part-time employees are entitled to paid leave for the average number of hours worked over a 2-week period at their regular rate of pay, subject to the same cap.

For leave taken under paragraphs (4), (5), or (6), full time employees are entitled to 80 hours of paid leave at 2/3 their regular rate of pay, subject to a \$200 per day and \$2,000 aggregate cap. Part-time employees are entitled to paid leave for the average number of hours worked over a 2-week period at 2/3 their regular rate of pay, subject to the same cap.

Employees are not required to use other available paid leave (such as leave accruals available to the employee) before using sick leave under EPSLA. Employees are not required to find replacements to cover their duties during use of leave. Employees will not be discharged or discriminated against by any employee for requesting or taking paid sick leave under the EPSLA.

Employees may elect to use accrued leave from any leave bank source to supplement the 2/3rds regular rate being paid while on EPSLA under reasons (4), (5), or (6).

SECTION 13:

COVERED EMPLOYEES

This policy applies to all employees. In accordance with the FFCRA, the City may deny EFMLEA or EPSLA leave if the employee is an Emergency Responder whose services are necessary for emergency response operations.

Certain health care providers and emergency responders are excluded from the definition of eligible employee under section 110(a)(1)(A) of the EFMLEA. However the City will exercise its sole and complete discretion to grant leave consistent with this policy to the emergency responders, under its pre-existing leave programs only on the same terms as provided in this policy consistent with its ability to achieve the mission of each emergency responders department mission. The City has reviewed its employment rolls and concluded that all employees in the attached document are exempt

because they are all called on to respond to emergencies and are all required to be trained to respond to emergencies as laid out in the attached training memorandum.

For the purposes of employees who may be excluded from paid sick leave or expanded family and medical leave by their employer under the FFCRA, an emergency responder is an employee who is necessary for the provision of transport, care, health care, comfort, and nutrition of such patients, or whose services are otherwise needed to limit the spread of COVID-19. This includes, but is not limited to, military or national guard, law enforcement officers, correctional institution personnel, fire fighters, emergency medical services personnel, physicians, nurses, public health personnel, emergency medical technicians, paramedics, emergency management personnel, 911 operators, public works personnel, and persons with skills or training in operating specialized equipment or other skills needed to provide aid in a declared emergency as well as individuals who work for such facilities employing these individuals and whose work is necessary to maintain the operation of the facility. This also includes any individual that the highest official of a state or territory, including the District of Columbia, determines is an emergency responder necessary for that state's or territory's or the District of Columbia's response to COVID-19.



**CITY OF LODI
FIRE DEPARTMENT
MEMORANDUM**



TO: Blair King
FROM: Michael Pretz
DATE: September 7, 2006
SUBJECT: NIMS Training

In order for the City of Lodi to continue to receive Homeland Security Grant funds and State of California funding for various projects, the Governor's Office of Emergency Services has ordered all municipalities to complete SEMS and NIMS training. As you will recall, we brought this to the department heads attention during the April EOC training session. We have until October 6, 2006 to complete this training. Fortunately, the training sessions are relatively simple and straightforward. After reviewing the NIMS Training matrix, I believe the following groups of city employees should go through the various ICS (Incident Command System) series:

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Department Heads, Second level supervisors (deputy DH, etc), anyone who may take a department heads place in the EOC.

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SEMS Intro., SEMS EOC, ICS 100, ICS 200, NIMS 700
Support Staff, HR Staff

SEMS Intro., ICS 100, NIMS 700
All employees who may be tasked, directed, or called upon for an emergency. As I understand State of California requirements for disaster workers, any city employee can be tasked with emergency responsibilities during a disaster, therefore, every city employee should take these courses.

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ADMINISTRATIVE CLERK - CONF	FIRE BATTALION CHIEF - 112 HRS	SENIOR ENGINEERING TECHNICIAN
ADMINISTRATIVE SECRETAR - CONF	FIRE CAPTAIN	SENIOR FACILITIES MAINT WORKER
ADMINISTRATIVE SECRETARY	FIRE CHIEF	SENIOR LIBRARY ASSISTANT
ANIMAL SERVICES SUPERVISOR	FIRE ENGINEER	SENIOR POLICE ADMIN. CLERK
ASSISTANT ANIMAL SERVICES OFFI	FIRE FIGHTER I	SENIOR POWER ENGINEER
ASSISTANT CITY CLERK	FIRE FIGHTER II	SENIOR PROGRAMMER/ANALYST
ASSISTANT ENGINEER	FLEET SUPERINTENDENT	SENIOR STOREKEEPER
ASSOCIATE CIVIL ENGINEER	HEAVY EQUIPMENT MECHANIC	SERVICE WRITER
ASSOCIATE PLANNER	HUMAN RESOURCES MANAGER	SR ELECTRICAL ENGINEERING TECH
ASST ENGINEER/PLANS EXAMINER	HUMAN RESOURCES TECHNICIAN	SR. PAYROLL TECHNICIAN
BUDGET MANAGER	INFORMATION SYSTEMS SPECIALIST	STREET MAINTENANCE WORKER I
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CHIEF WASTEWATER PLANT OPERATO	LEAD ELECTRICIAN	SUBSTATION/METERING SUPERVISOR
CITY ATTORNEY	LEAD EQUIPMENT MECHANIC	SUPERVISING ACCOUNTANT
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CITY MANAGER	LITERACY/VOLUNTEER MANAGER	TRANSPORTATION MANAGER
CODE ENFORCEMENT OFFICER	MAINTENANCE WORKER II	TROUBLESHOOTING SUPERVISOR
COMMUNITY DEVELOPMENT DIRECTOR	MANAGEMENT ANALYST	UTILITIES MANAGER
CONSTRUCTION PROJECT MANAGER	MANAGEMENT ANALYST - CONF	UTILITIES SUPERINTENDENT - PW
CONSTRUCTION/MAINT. SUPERVISOR	METERING TECHNICIAN	UTILITY BILLING SPECIALIST
CUSTOMER SERV SUP	MGR. ENGINEERING & OPERATIONS	UTILITY EQUIPMENT SPECIALIST
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DEPUTY DIRECTOR PRCS	PARK MAINTENANCE WORKER III	WATER / WASTEWATER SUPERVISOR
DEPUTY FIRE CHIEF	PARKS PROJECT COORDINATOR	WATER PLANT OPERATOR III
DISPATCH SUPERVISOR	PARTS CLERK	WATER PLANT SUPERINTENDENT
DISPATCHER/JAILER	PAYROLL TECHNICIAN	WATER SERVICES TECHNICIAN I
ELEC DIST OPERATOR SUPERVISOR	PERMIT TECHNICIAN	WATER SERVICES TECHNICIAN II
ELEC UTILITY BUSINESS ANALYST	PLANT & EQUIPMENT MECHANIC	WATER/WASTEWATER MAINT WKR III
ELEC UTILITY SUPERINTENDENT	POLICE CAPTAIN	WATERSHED PROGRAM COORDINATOR
ELECTRIC DISTRIBUTION OPER II	POLICE CHIEF	WELDER - MECHANIC
ELECTRIC FOREMAN/FOREWOMAN	POLICE CORPORAL	
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ELECTRIC MATERIALS TECHNICIAN	POLICE OFFICER TRAINEE	
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ELECTRICIAN	PROGRAMMER/ANALYST	
ENGINEERING TECHNICIAN I	PROPERTY & EVIDENCE TECHNICIAN	
ENGINEERING TECHNICIAN II	PUBLIC WORK MANAGEMENT ANALYST	
ENVIRONMENTAL COMPLIANCE INSP.	PUBLIC WORKS DIRECTOR	
EQUIPMENT SERVICE WORKER	PUBLIC WORKS INSPECTOR I	
EU RESOURCES ANALYST	PUBLIC WORKS INSPECTOR II	
EXECUTIVE ADMINISTRATIVE ASST	RATES AND RESOURCE MANAGER	
FACILITIES MAINT WORKER	RECREATION MANAGER	
FACILITIES SUPERVISOR	REVENUE MANAGER	
FIELD SERVICES REPRESENTATIVE	RISK MANAGEMENT TECHNICIAN	

CITY OF LODI

EMPLOYEE CERTIFICATION OF NEED FOR PAID EMERGENCY SICK LEAVE

Print Name: _____ Title: _____ Date: _____

Department: _____ Supervisor Name: _____

Status: Regular Full-Time _____ Part- Time _____

I, _____, certify that I am unable to work (or telework) for one of the following reasons:

1	The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19. <i>(Quarantine and isolation orders are defined by the CDC and does not include "shelter in place" orders.)</i>
2	The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
3	The employee is experiencing symptoms of COVID-19 and is seeking a diagnosis.
4	The employee is caring for an individual under quarantine or isolation order, or advised by a health care professional to self-quarantine. <i>Relationship to Individual:</i>
5	The employee is caring for a child due to school closure or unavailability of the child's care provider due to COVID-19. <i>(Complete and attach Certification of Need for Emergency Family Medical Leave form)</i>
6	The employee is "experiencing any substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and Secretary of Labor." <i>(this section is unavailable until further direction is received from the Health and Human Services department.)</i>

- Leave taken under section (1), (2), or (3) is paid at the employee's regular rate of pay, subject to a \$511 per day and \$5,110 aggregate cap. Leave taken under section (4), (5), or (6) is paid at 2/3rds your regular rate of pay, subject to a cap of \$200 per day and \$2,000 aggregate cap. Part time employees are entitled to leave based on 2/3rds the average number of hours worked over a 2-week period. Pay for leave taken under section (4), (5), or (6) may be supplemented by using your accrued leaves. Initial your election below:

_____ *I do not wish to supplement EPSLA pay.* _____ *I wish to supplement EPSLA pay with my accrued leaves*

To supplement with accrued leaves, enter hours on your timecard under the appropriate type of leave (vacation, sick, compensatory time). Indicate under "comments" that the hours are EFMLEA if leave is under section (5), otherwise indicate hours are EPSLA.

I understand that if my circumstances change so that I am no longer eligible under one of the qualifying categories, I must immediately inform my supervisor and the City of Lodi and I may be directed to report back to work (or telework).

Request Leave Start Date: _____ Expected End Date: _____

Signature: _____ Date: _____

HR Use

Approved _____ Denied (reason) _____

EMPLOYEE CERTIFICATION OF NEED FOR EMERGENCY FAMILY MEDICAL LEAVE

Print Name: _____ Title: _____ Date: _____

Department: _____ Supervisor: _____

Status: Regular Full-Time _____ Part-Time _____

Hire Date: _____ Average Regular Work Schedule (circle): M T W TH F SA SU
Average hours scheduled per week (part-time) : _____

Have you taken leave under FMLA in the past 12 months? Yes _____ No _____
If yes, how many days? _____ Or, how many hours? _____

Compensation:

First 10 days of leave is without pay unless the following is designated:

I elect to use the following leave during the first 10 days of EFMLEA (indicate # of hours for each leave type):

Leave without pay _____ Sick _____ Holiday _____

Vacation _____ Compensatory Time Off _____

Emergency Paid Sick Leave _____

If using Emergency Paid Sick Leave, also complete Certification of Need for Emergency Paid Sick Leave form

Pay as of the 11th day of Leave

Pay under EFMLEA is based on 2/3rds of your regular pay. You may elect to supplement with your own accrued leaves. Initial your election below.

I do not wish to supplement EFMLEA pay. _____

I wish to supplement EFMLEA pay with my accrued leaves. _____

To supplement with accrued leaves, enter hours on your timecard under the appropriate type of leave (vacation, sick, compensatory time). Indicate under "comments" that the hours are EFMLEA.

I, _____, certify that I have a child who is under the age of 18, whose school or place of care has been closed, or whose child care provider is unavailable due to a COVID-19 emergency declared by either a Federal, State, or local authority. Due to the need to care for my child, I am unable to work (or telework). I understand that if my childcare needs change, I must immediately inform my supervisor and the City and I may be directed to report back to work (or telework).

Request Leave Start Date _____ Expected End Date: _____

Signature: _____ Date: _____

HR Use

Approved _____ Denied (reason) _____

Process Notes



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Discussion on Status of Current Stay-at-Home Orders Issued in Response to the COVID-19 Pandemic

MEETING DATE: May 6, 2020

PREPARED BY: City Manager

RECOMMENDED ACTION: Discussion on status of current stay-at-home orders issued in response to the COVID-19 pandemic.

BACKGROUND INFORMATION: Several Council members have requested a discussion on the status of the current State and County stay-at-home Orders. As the stay-at-home orders continue to evolve, staff will present a real time status report at the meeting and then open the item for Council and public comment.

Stephen Schwabauer
City Manager

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Ordinance No. 1976 Entitled, “An Ordinance of the City Council of the City of Lodi Authorizing an Amendment to the Contract between the City Council of the City of Lodi and the Board of Administration of the California Public Employees’ Retirement System”

MEETING DATE: May 6, 2020

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1976.

BACKGROUND INFORMATION: Ordinance No. 1976 entitled, “An Ordinance of the City Council of the City of Lodi Authorizing an Amendment to the Contract between the City Council of the City of Lodi and the Board of Administration of the California Public Employees’ Retirement System,” was introduced at the regular City Council meeting of April 15, 2020.

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: Not applicable.

FUNDING AVAILABLE: Not applicable.

Pamela M. Farris
Assistant City Clerk

PMF
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

ORDINANCE NO. 1976

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI
AUTHORIZING AN AMENDMENT TO THE CONTRACT
BETWEEN THE CITY COUNCIL OF THE CITY OF LODI AND
THE BOARD OF ADMINISTRATION OF THE CALIFORNIA
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

=====

THE CITY COUNCIL OF THE CITY OF LODI DOES ORDAIN AS FOLLOWS:

SECTION 1. That an amendment to the contract between the City Council of the City of Lodi and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a true and correct copy of the Amendment to Contract ("Amendment") is attached hereto as Exhibit A and made a part hereof as though fully set forth herein.

SECTION 2. The Mayor of the City of Lodi is hereby authorized, empowered, and directed to execute the Amendment for and on behalf of the City of Lodi.

SECTION 3. 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 take effect thirty days from and after the passage and approval by the City Council of the City of Lodi.

Approved this ____ day of ____, 2020

ATTEST:

DOUG KUEHNE
Mayor

PAMELA M. FARRIS
Assistant City Clerk

I, Pamela M. Farris, Assistant City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1976 was introduced at a regular meeting of the City Council of the City of Lodi held April 15, 2020, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2020, by the following vote:

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

I further certify that Ordinance No. 1976 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

Approved as to Form:

PAMELA M. FARRIS
Assistant City Clerk

JANICE D. MAGDICH
City Attorney



EXHIBIT A

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Lodi

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective June 1, 1966, and witnessed April 27, 1966, and as amended effective July 6, 1966, May 1, 1970, July 1, 1973, July 1, 1977, April 1, 1991, July 7, 1993, June 30, 1996, November 15, 1998, June 12, 2000, May 17, 2003, June 17, 2010, December 24, 2012, May 20, 2019 and January 27, 2020 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 18 are hereby stricken from said contract as executed effective January 27, 2020, and hereby replaced by the following paragraphs numbered 1 through 18 inclusive:
 1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members, age 62 for new local miscellaneous members, age 50 for classic local safety members entering membership in the safety classification on or prior to December 24, 2012, age 55 for classic local safety members entering membership for the first time in the safety classification after December 24, 2012, and age 57 for new local safety members.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

2. Public Agency shall participate in the Public Employees' Retirement System from and after June 1, 1966 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

PLEASE DO NOT SIGN "EXHIBIT ONLY"

a. PERSONS COMPENSATED ON AN HOURLY BASIS WHO ARE HIRED JUNE 1, 1966 OR THEREAFTER.

6. Assets heretofore accumulated with respect to members in the local retirement system have been transferred to the Public Employees' Retirement System and applied against the liability for prior service incurred thereunder. That portion of the assets so transferred which represent the accumulated contributions (plus interest thereof) required of the employees under said local system has been credited to the individual membership account of each such employee under the Public Employees' Retirement System.
7. Benefits paid to pensioners and annuitants under the local system on the effective date of the contract were recalculated, as authorized by Section 20481 of the Government Code, to conform with benefits applicable to persons retiring after the effective date of the contract except that no benefit which would have been payable under the continuation of the local system shall be reduced.
8. The percentage of final compensation to be provided for each year of credited prior and current service for classic local miscellaneous members shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to June 30, 1977, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member entering membership in the safety classification on or prior to December 24, 2012 shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).
11. The percentage of final compensation to be provided for each year of credited current service as a classic local safety member entering membership for the first time in the safety classification after December 24, 2012 shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
12. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
13. Public Agency elected and elects to be subject to the following optional provisions:

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- a. Section 21536 (Local System Service Credit Included in Basic Death Benefit).
- b. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.
- c. Sections 21624 and 21626 (Post-Retirement Survivor Allowance) for local miscellaneous members only.
- d. Section 21573 (Third Level of 1959 Survivor Benefits).
- e. Section 21427 (Improved Nonindustrial Disability Allowance) for local miscellaneous members only.
- f. Section 20042 (One-Year Final Compensation) for classic local safety members entering membership on or prior to December 24, 2012.
- g. Section 20903 (Two Years Additional Service Credit).
- h. Section 20434 ("Local Fire Fighter" shall include any officer or employee of a fire department employed to perform firefighting, fire prevention, fire training, hazardous materials, emergency medical services, or fire or arson investigation services as described in Government Code Section 20434).
- i. Section 20965 (Credit for Unused Sick Leave).
- j. Section 20938 (Limit Prior Service to Members Employed on Contract Date) for elected officials employed on November 15, 1998.
- k. Section 21024 (Military Service Credit as Public Service).
- l. Section 20475 (Different Level of Benefits): Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three - Year Final Compensation), are applicable to classic local safety members entering membership for the first time with this agency in the safety classification after December 24, 2012.
- m. Section 20516 (Employees Sharing Additional Cost):

From and after May 20, 2019, 3% for local miscellaneous members in the Unrepresented Confidential Mid-Management group, Unrepresented Confidential General Services group, Unrepresented Executive Management group, Unrepresented Council Appointees group, Lodi City Mid-Management, AFSCME Maintenance and Operators Unit Local 146 and Lodi Police Dispatchers group.

From and after May 20, 2019, 2% for local miscellaneous members in the AFSCME General Services Unit Local 146.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

From and after May 20, 2019, 3% for local fire members in the Lodi Professional Firefighters and Lodi Fire Mid-Management unit.

From and after May 20, 2019, 3% for local police members in the Lodi Police Mid-Management unit.

From and after May 20, 2019, 3% for classic local police members in the Police Officers Association of Lodi.

From and after January 27, 2020, 6% for new local police members in the Police Officers Association of Lodi.

From and after the effective date of this amendment to contract, 1% for local miscellaneous members in the International Brotherhood of Electrical Workers unit.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

14. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on January 1, 1977. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
15. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
16. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21573 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

- c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
- 17. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
- 18. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF LODI

BY _____
ARNITA PAIGE, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

Approved as to form

City Attorney

