



LODI CITY COUNCIL

Carnegie Forum

305 West Pine Street, Lodi

AGENDA – SPECIAL MEETING

Date: July 30, 2019

Time: 7:00 a.m.

*and via conference call:

1311 Midvale Road
Lodi, CA 95240
&
437 E. Elm Street
Lodi, CA 95240

For information regarding this Agenda please contact:

Jennifer M. Ferraiolo
City Clerk
Telephone: (209) 333-6702

A. Call to Order / Roll Call

B. Announcement of Closed Session

B-1 Conference with Adele Post, Human Resources Manager, and Andrew Keys, Deputy City Manager (Labor Negotiators), Regarding Lodi City Mid-Management Association, AFSCME General Services and Maintenance & Operators, Lodi Police Dispatchers Association, Lodi Professional Firefighters, International Brotherhood of Electrical Workers, and Executive Management Pursuant to Government Code §54957.6 (CM)

C. Adjourn to Closed Session

D. Return to Open Session / Disclosure of Action

E. Regular Calendar

Res. E-1 Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Services Agreement with Lodi Unified School District to Provide After-School Staffing and Support Services for Bridge Program at Lodi and Millswood Middle Schools During Fiscal Year 2019/20 and Appropriating Funds (\$119,757.79) (PRCS)

F. Adjournment

Pursuant to Section 54956.2(a) of the Government Code of the State of California, this agenda was posted at a place freely accessible to the public 24 hours in advance of the scheduled meeting.

Jennifer M. Ferraiolo
City Clerk

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

****NOTICE:** Pursuant to Government Code §54954.3(a), public comments may be directed to the legislative body concerning any item contained on the agenda for this meeting before (in the case of a Closed Session item) or during consideration of the item.**



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Services Agreement with Lodi Unified School District to Provide After-School Staffing and Support Services for the Bridge Program at Lodi and Millswood Middle Schools During Fiscal Year 2019/20 and Appropriating Funds (\$119,757.79)

MEETING DATE: July 30, 2019

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager to execute Amendment No. 1 to Services Agreement with Lodi Unified School District to provide after-school staffing and support services for the Bridge Program at Lodi and Millswood middle schools during Fiscal Year 2019/20 and appropriating funds in the amount of \$119,757.79.

BACKGROUND INFORMATION: Lodi Unified School District (LUSD) is the recipient of a state After School Education and Safety (ASES) Program grant, which provides funds for after-school enrichment for K-8 students participating in LUSD's Bridge Program.

The California Department of Education grant, funded by Proposition 49 (2002), requires a recreational component for students at participating sites. LUSD has contracted with Parks, Recreation and Cultural Services (PRCS) to provide staffing for this service for the past 12 years, and the existing two-year agreement continues through Fiscal Year 2019/20 at 10 elementary sites.

Now, LUSD is requesting that PRCS expand staffing to the Bridge Program at Lodi and Millswood middle schools in Fiscal Year 2019/20, and has agreed to pay PRCS \$119,757.79 for staffing services, materials and supplies. PRCS would replace another nonprofit at these sites, increasing the overall revenue to \$593,265.60 for 12 locations. PRCS requests the Council approve the attached resolution.

FISCAL IMPACT: PRCS costs are covered under the terms of the contract.

FUNDING AVAILABLE: Per attached agreement with Lodi Unified School District. Appropriate \$115,760 in 20073103.71003, \$4,000 in 20073103.72355.

Andrew Keys
Deputy City Manager/Internal Services Director

Jeff Hood
Parks, Recreation, and Cultural Services Director

JH:tl

cc: City Attorney

APPROVED: _____
Stephen Schwabauer, City Manager

AMENDMENT NO. 1

LODI UNIFIED SCHOOL DISTRICT
SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO SERVICES AGREEMENT, is made and entered this ____ day of _____ 2019, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and, LODI UNIFIED SCHOOL DISTRICT (hereinafter "DISTRICT").

WITNESSETH:

1. WHEREAS, DISTRICT and CITY entered into a Services Agreement effective July 27, 2018 ("Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, DISTRICT requests to amend the Agreement by having the CITY, through the Parks, Recreation and Cultural Services Department, provide after school staffing and support services to Lodi Middle School and Millswood Middle School, in addition to the schools listed in Exhibit 1, effective July 26, 2019 through June 1, 2020; and
3. WHEREAS, DISTRICT agrees to pay CITY a not-to-exceed amount of \$593,265.60 for support services specified in Item 2 above; and
4. WHEREAS, DISTRICT agrees to said amendment.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

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

LODI UNIFIED SCHOOL DISTRICT
hereinafter called "DISTRICT"

STEPHEN SCHWABAUER
City Manager

LEONARD KAHN
Title: Chief Business Officer

Attest:

JENNIFER M. FERRAILOLO, City Clerk

Approved as to Form:

JANICE D. MAGDICH, City Attorney

Exhibit 1

LODI UNIFIED SCHOOL DISTRICT Division of Business Services SERVICES AGREEMENT

This agreement is entered into between Lodi Unified School District, hereinafter called the District, and City of Lodi, a Municipal Corporation, through its Parks, Recreation, and Cultural Services Department hereinafter called the Contractor, Independent Contractor shall provide the following services:

For After School Staffing and Support Services to be provided to Beckman, Victor, Borchardt, Houston, Washington, Needham, Heritage, Woodbridge, Nichols, and Lawrence Elementary Schools.

The services shall begin on July 27, 2018 and be completed by June 3, 2020.

In consideration of the services to be rendered by the Contractor, the District agrees to pay the Independent Contractor a progress payment every 30 days, upon prior receipt and approval of a work completion statement:

2 Year Agreement not to exceed \$928,458.81 Nine Hundred Twenty Eight Thousand, Four Hundred Fifty Eight and 81/100 Dollars

18/19 FY Not to exceed \$454,951.00 Four Hundred Fifty Four Thousand, Nine Hundred Fifty One Dollars

19/20 FY Not to exceed \$473,507.81 Four Hundred Seventy Three Thousand, Five Hundred Seven & 81/100 Dollars.

Independent Contractor agrees to comply with all provisions of Education Code Section 45125.1. Prior to commencing work, Independent Contractor will conduct criminal background check of all employees assigned to the Lodi Unified School District and will certify that no employees who have been convicted of serious or violent felonies as specified, will have contact with pupils, pursuant to this Agreement. Independent Contractor must provide the Lodi Unified School District with a list of all employees providing services pursuant to this Agreement and designate to which sites they will be assigned. Failure to comply with this law may result in, or District's sole discretion, termination of this Agreement. The District also has the option to terminate for convenience or should the District determine that the Independent Contractor is in default. In the event the District desires the option to terminate for convenience, the District will owe the Independent Contractor an amount to cover the amount of work completed to that date. Independent Contractor warrants and represents that he/she understands the scope of the contracted work to be completed and that he/she represents and warrants to the District that he/she is qualified to perform the intended services.

This agreement, and any documents referred to on the face hereof, constitutes the entire agreement between the two parties, and supersedes any prior agreements with respect to the matters herein. By signing this agreement, both parties agree to the terms and conditions.

Contractor hereby covenants and agrees that the District, its officers, agents, employees, members or representatives shall not be liable for any loss, damage, injury or liability of any kind, person or property, arising from the acts, omissions or negligence of Independent Contractor. Each party agrees to indemnify and hold the other harmless from any and all liability caused by their respective performance of this agreement, save and except for the others sole negligence.

Signature: [Signature] Date: 8/27/2018
Leonard Kahn
Chief Business Officer

Independent Contractor:
Signature: [Signature]
Date: 8-23-18
Address: 230 W. Elm St.
Lodi, CA 95240
Phone: 209.333.6742
Email: SSchwabauer@lodi.gov

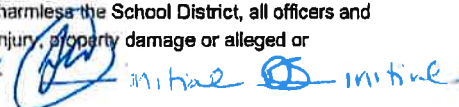
Please refer to Purchase Order for full Terms and Conditions Rev. 10-12

Attached hereto and incorporated into the Services Agreement by reference.

[Initials] initial *[Initials]* initial

Approved as to form [Signature]
City Attorney

TERMS AND CONDITIONS

1. **PAYMENTS** Payments shall be made, upon submission of itemized invoices in triplicate, of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the Vendor and approved by the School District Agent.
2. **INSPECTION** All materials and workmanship are subject to inspection and test by the School District for compliance with specifications as included herein. In the event articles or services are defective or not in conformity with this order, the School District shall have the right either to reject the items or require correction. Defective articles or services shall be removed from the School District premises and/or corrected by and at the expense of the Vendor. Failure to inspect and accept or reject shall not relieve the Vendor from responsibility for compliance with specifications. Final acceptance shall be conclusive except as regard latent defects, fraud, or such gross mistakes as amount to fraud.
3. **RESPONSIBILITY** Unless otherwise specified, the Vendor shall be responsible for all items covered by this purchase order until delivered at the designated delivery point, and the Vendor shall bear all risks as to items rejected or requiring correction after notice of such rejection or correction is given.
4. **CHANGES** This purchase order may at any time, by written order, be changed in regards to the materials or services to be furnished, quantities ordered, unit price, discount, delivery point or arrangements, terms, or any other matters affecting a valid order. In the event such change causes an increase or decrease in the cost of performance hereunder, an equitable adjustment will be made for the cost thereof, subject to the approval of the School District Agent, and written notice given therefore.
5. **VARIATIONS-QUANTITIES** No variation in the quality or quantity of any item called for by this purchase order shall be acceptable except in pursuance of written change order so authorizing and no change in cost shall be valid unless so ordered.
6. **TERMINATION** This purchase order may be terminated in whole or part at any time by written notice to the Vendor. Such termination shall be effective in the quantity, manner, and time specified in such notice and the School District shall be liable at the stipulated price only for such materials and/or services as have been delivered and/or rendered and accepted. The School District shall not be liable for any excess costs arising out of such termination; and failure of the Vendor to cease delivery and/or work upon receipt of termination shall not occasion a claim for extra costs.
7. **LIABILITY** ~~The School District shall not be responsible for any damage that may accrue by reason of the death or injury of the person of the Vendor's officers, agents, employees, invitees, or licensees, or for damages to any property of the Vendor or that may arise or be set up at any time because of personal injury or damage to property sustained by any other person or persons which may have been caused or contributed to, approximately or remotely, by reason of or in the course of performance of this purchase order. The Vendor shall assume full responsibility for the defense of any claim arising under this purchase order and the Vendor shall save, keep, and bear harmless the School District, all officers and employees thereof, from all damages, costs, or expenses, in law or in equity because of personal injury, property damage or alleged or actual patent infringements based on the performance of this purchase order or asserted against it.~~

8. **DELAYS-DAMAGES** In the event the Vendor fails to perform this purchase order within the time specified, if any, or a reasonable time after placement of the order, the School District Agent may, by written notice, order the Vendor to cease further deliveries and may hold the Vendor liable for any damages caused the School District by reason of such delay. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the School District Agent.
9. **DISPUTES** All disputes concerning questions of fact which may arise under this purchase order, and not disposed of by mutual consent, shall be decided by the School District Agent.

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO SERVICES AGREEMENT WITH LODI UNIFIED SCHOOL DISTRICT TO PROVIDE AFTER-SCHOOL STAFFING AND SUPPORT SERVICES FOR THE BRIDGE PROGRAM AT LODI MIDDLE SCHOOL AND MILLSWOOD MIDDLE SCHOOL DURING FISCAL YEAR 2019/20; AND FURTHER APPROPRIATING FUNDS

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WHEREAS, Lodi Unified School District (LUSD) is the recipient of a State of California After School Education and Safety (ASES) Program grant, which provides funds for after-school enrichment for K-8 students participating in LUSD’s Bridge Program; and

WHEREAS, LUSD has contracted with Parks, Recreation and Cultural Services (PRCS) to provide staffing for this service for the past 12 years, and the existing two-year agreement continues through Fiscal Year 2019/20 at 10 elementary sites; and

WHEREAS, LUSD now requests that PRCS expand staffing to the Bridge Program at Lodi and Millswood middle schools in Fiscal Year 2019/20, and has agreed to pay PRCS an additional \$119,757.79 for staffing services, materials and supplies; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 1 to the Services Agreement with Lodi Unified School District to provide after-school staffing and support services at Lodi Middle School and Millswood Middle School; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby appropriate \$115,760 in Account No. 20073103.71003 and \$4,000 in Account No. 20073103.72355, and increase projected revenue in Account No. 20073103.57303 to a total of \$593,270 for Fiscal Year 2019/20.

Dated: July 30, 2019

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I hereby certify that Resolution No. 2019-_____ was passed and adopted by the City Council of the City of Lodi in a special meeting held July 30, 2019, by the following vote:

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

JENNIFER M. FERRAIOLO
City Clerk