



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Approving Downtown Parking Lot Cleaning Contract with United Cerebral Palsy of San Joaquin and Amador Counties, of Stockton, for Fiscal Year 2008/09 and Authorizing City Manager to Execute the Contract (\$38,828)

**MEETING DATE:** July 16,2008

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution approving a Downtown parking lot cleaning contract with United Cerebral Palsy of San Joaquin and Amador Counties, of Stockton, for Fiscal Year 2008/09 in the amount of \$38,828 and authorizing the City Manager to execute the contract.

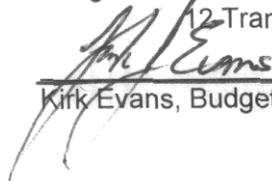
**BACKGROUND INFORMATION:** United Cerebral Palsy (UCP) has been cleaning Downtown public parking lots since 2000. Since that time, they have been successfully used at several City facilities. UCP provides meaningful work for the disabled. This program provides transportation and direct supervision for the UCP crew. In addition to strengthening the self-esteem of these crew members, the citizens of Lodi receive a service not otherwise provided. UCP has been called in the past from time to time to address one-time needs as well.

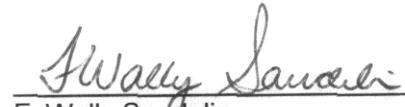
A UCP crew is composed of four persons plus a supervisor. The contract rate for a crew is \$46.50 per hour. UCP is the only non-profit organization that pays the disabled minimum wage. All others pay the crew members less and cite additional benefits such as training, transportation, supervision, and overhead as reasons for below-minimum wage.

The contract is to remove trash and litter from the Downtown Public Parking Lots 1, 2, 3, 4, 5, City Hall, Lodi Station, and Lodi Station Parking Structure. UCP provides this service Monday through Friday in the evenings. The parking lots are serviced once a week, with increased frequency at the more active locations. This contract reflects a 1% decrease of \$46. Funding will come from Transit and Street Funds.

**FISCAL IMPACT:** The overall fiscal impact is minor when service benefit received is compared to cost. The entire community uses Downtown parking lots. A clean Downtown area gives the impression of a safe and welcoming environment. Lodi Station is not only the first impression for many visitors, but also the only impression for many passing through Lodi by train.

**FUNDING AVAILABLE:** Funds for this contract (\$38,828) are provided in the 2008/09 Operating budget.  
 Budgeted: 321 Street Fund – Downtown Parking Lot Maintenance (\$16,697)  
 12-Transit Fund – Lodi Station & Parking Structure Maintenance (\$22,131)

  
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 Kirk Evans, Budget Manager

  
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 F. Wally Sandelin  
 Public Works Director

Prepared by George M. Bradley, Streets & Drainage Manager  
 FWS/GMB/CJ/dsg  
 cc: Cult Juran, Assistant Streets & Drainage Manager  
 Downtown Lodi Business Partnership

APPROVED:   
 \_\_\_\_\_  
 Blair King, City Manager

## Contract for "Parking Lot Cleaning"

This contract agreement is made and entered into this 1st day of July, 2008 between United Cerebral Palsy Association of San Joaquin, Amador, and Calaveras Counties, (hereafter referred to as the Contractor) and the City of Lodi, (hereafter referred to as the Customer). This contract intends to define the responsibilities associated with the provision of a "Parking Lot Cleaning" service by the Contractor for the Customer. The Contractor, beginning July 1, 2008, will provide services associated with the "Parking Lot Cleaning" project. The duties outlined in the contract will not officially begin until Customer specifies.

The services for "Parking Lot Cleaning" outlined in the following proposal will be conducted by persons with disabilities affiliated with the Contractor's Supported Employment program. This program is considered cost-effective for the State of California because it transitions adults with special needs into gainful employment opportunities that they would otherwise not be able to obtain under normal circumstances. Because of the unique working relationship associated with this contract, the City of Lodi's specific needs for "Parking Lot Cleaning" will be met as well as the needs of the disabled worker.

The working relationship defined under this contract may be extended or terminated by either party with a written one-month notice or mutually agreed upon time.

In addition to the terms outlined between the Contractor and the Customer, both parties agree that:

- a) No alterations or variation of the terms of the contract shall be valid unless made in writing and signed by the Contractor and the Customer and no oral understanding or agreement not incorporated in the contract shall be binding on either party to the contract.
- b) Implementation of this contract cannot occur until both parties have approved the terms specified in the contract.
- c) The Customer retains the right to use the crew for other "cleaning projects" by mutual agreement between the Customer and Contractor. Additional charges for other projects will be assessed prior to beginning any project not related to "Parking Lot cleaning".

It is suggested that the Customer, upon agreement of these terms, supply the Contractor an outline of specific responsibilities related to the "Parking Lot Cleaning" projects duties as outlined by the City of Lodi. Specific responsibilities for all parking lots include removal of litter, debris, leaves, and weeds as needed. At the Lodi Station Parking structure, specific responsibilities include those itemized above as well as washing down spilled or leaked fluids and emptying trash containers.

### The Contractor's responsibilities

1. The Contractor will provide the staff to make up one (1) crew, totaling four (4) crewmembers, to ensure the production needs of the contract are met. The Contractor will assign one (1) supervisor/job coach to ensure quality and accuracy of all duties associated with the required work. It shall be the responsibility of the supervisor/job coach to keep accurate account of each service performed and to monitor the quality standards set forth by the Customer. With prior approval, the Contractor may make modifications to the work station/area to accommodate crewmembers at no cost to the Customer.
2. The Contractor will perform "Parking Lot Cleaning" for City owned parking lots as designated by the Street Superintendent. The cleaning schedule will be a rotating schedule to ensure all designated lots receive adequate cleaning for the month. For convenience and

safety UCP agrees to arrive at the lots no earlier than 4:30 p.m. (Weekends, if necessary, will be excluded from the 4:30 p.m. start time).

3. It shall be the responsibility of the Contractor to train, supervise, schedule and oversee all crewmembers at no cost to the Customer. The Contractor agrees to provide the trainer(s)/supervisor(s) to the Customer at no additional charge to the Customer. The trainer(s)/supervisor(s) will remain on-site, in the immediate work area while crewmembers are present. The Contractor has the sole responsibility of all Workers' Compensation and wages paid to each crewmember and staff assigned to the work site.
4. The Contractor and not the Customer, will pay all crewmember wages; all personnel costs and liabilities (e.g., Workers' Compensation, insurance, state and federal taxes as well as any reimbursement costs), associated with the "Parking Lot Cleaning" services rendered.
5. Detailed tracking documents, time studies and the invoice will be submitted to the Customer on a monthly basis.
6. The Contractor will properly maintain all equipment and supplies to ensure that the project services associated with the daily operations not negatively effected. If the Contractor damages any property due to negligence, or causes harm to persons through negligence, the Contractor will be responsible for all liabilities including repairing or replacing the Customer's property.
7. Notwithstanding the provisions of section 5 below under the Customer's responsibilities, all crewmembers will comply with the health and safety regulations established by the Customer while performing the contract services.
8. The Contractor will make up the lost hours due to holidays, the following business day.

#### The Customer's Responsibilities

1. The Customer will reimburse the Contractor by the fifteenth (15th) working day of each month, after submission of invoice for services of \$46.50 for each hour associated with the "Parking Lot Cleaning".
2. The Customer will provide all Contractor crewmembers with "Parking Lot Cleaning" supplies and equipment specific to 'Special Services' as outlined in the proposal, to ensure the production and productivity of the contract is performed to the Customer's standards.
3. The Customer, within reason, will assist the Contractor crewmembers in locating and centralizing tools and equipment specific to the contract on an as needed basis.
4. The Customer will maintain confidentiality of all records and transactions with the Contractor.
5. The Customer will indemnify and hold harmless the State of California, its offices, agents and employees from any and all claims and losses occurring or resulting to any persons, firm or corporation that may be injured or damaged by the Contractor in the performance of this contract. This indemnity shall not apply to on the job injuries caused by the Contractor's Workers' Compensation injuries incurred by the Contractor's crewmembers.

The Contractor and the agent employees of the Contractor, in the performance of the contract, are acting in an independent capacity and not as officers or employees of the State of California.

### Parking Lot Cleaning Cost Projection

FY 08-09	July	August	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total
Hrs. Serviced	74	66	71	73	64	75	69	64	71	71	66	71	835
Parking Lot Cost Per Hr.	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	\$46.50	
Parking Lot cost Per Month	\$3,441.00	\$3,069.00	\$3,301.50	\$3,394.50	\$2,976.00	\$3,487.50	\$3,208.50	\$2,976.00	\$3,301.50	\$3,301.50	\$3,069.00	\$3,301.50	\$38,827.50

By binding signatures, United Cerebral Palsy of San Joaquin, Calaveras, & Amador Counties and the City of Lodi agree to all the stipulations in this agreement and its attachments:

  
\_\_\_\_\_  
Signature of Contractor Representative

6/4/08  
Date

CITY OF LODI, a municipal corporation

\_\_\_\_\_  
Signature of Customer Representative  
Blair King, City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Randi Johl, City Clerk

\_\_\_\_\_  
Date

Approved as to Form:

  
\_\_\_\_\_  
Stephen Schwabauer, City Attorney

6/7/08  
Date

RESOLUTION NO. 2008-138

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
CONTRACT FOR DOWNTOWN PARKING LOT CLEANING  
FOR FISCAL YEAR 2008-09 AND FURTHER AUTHORIZING  
THE CITY MANAGER TO EXECUTE THE CONTRACT

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WHEREAS, the United Cerebral Palsy (UCP) has been cleaning Downtown public parking lots since 2000. Since that time, it has been successfully used at several City facilities. UCP provides meaningful work for the disabled. This program provides transportation and direct supervision for the UCP crew. In addition to strengthening the self-esteem of these crew members, the citizens of Lodi receive a service not otherwise provided. UCP has been called in the past from time to time to address one-time needs as well; and

WHEREAS, a UCP crew is composed of four persons plus a supervisor. The contract rate for a crew is \$46.50 per hour. UCP is the only non-profit organization that pays the disabled minimum wage. All others pay the crew members less and cite additional benefits such as training, transportation, supervision, and overhead as reasons for below-minimum wage; and

WHEREAS, the contract is to remove trash and litter from Downtown Public Parking Lots 1, 2, 3, 4, 5, City Hall, Lodi Station, and Lodi Station Parking Structure. This service is provided Monday through Friday in the evenings with some locations being serviced multiple times during the week. This contract reflects a 1% decrease of \$46. Funding will come from Transit and Street Funds.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve a Downtown parking lot cleaning contract with UCP of San Joaquin and Amador Counties, of Stockton, California, for fiscal year 2008-09 in the amount of \$38,828; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute the contract.

Dated: July 16, 2008

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I hereby certify that Resolution No. 2008-138 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 16, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Katzakian, and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk

CITY COUNCIL

JOANNE L. MOUNCE, Mayor  
LARRY O. HANSEN,  
Mayor Pro Tempore  
SUSAN HITCHCOCK  
BOB JOHNSON  
PHIL KATZAKIAN

# CITY OF LODI

## PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 333-6706  
FAX (209) 333-6710  
EMAIL [pwdept@lodi.gov](mailto:pwdept@lodi.gov)  
<http://www.lodi.gov>

BLAIR KING  
City Manager  
RANDI JOHL  
City Clerk  
D. STEVEN SCHWABAUER  
City Attorney  
F. WALLY SANDELIN  
Public Works Director

July 11, 2008

Downtown Lodi Business Partnership  
P.O. Box 1565  
Lodi, CA 95241-1565

**SUBJECT:** Adopt Resolution Approving Downtown Parking Lot Cleaning Contract with United Cerebral Palsy of San Joaquin and ~~Amador~~ Counties, of Stockton, for Fiscal Year 2008/09 and Authorizing City Manager to Execute the Contract (\$38,828)

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, July 16, 2008. The meeting will be held at 7 p.m. in the City Council Chamber, Carnegie Forum, 305 **West** Pine Street.

This item is on the consent calendar and is usually not discussed unless a Council Member requests discussion. The public is given an opportunity to address items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Randi Johl, City Clerk, at 333-6702.

If you have any questions about the item itself, please call George Bradley, Streets and Drainage Manager, at 333-6740.



for: F. Wally Sandelin  
Public Works Director

FWS/pmf

Enclosure

cc: City Clerk