

CITY COUNCIL MEETING

APRIL 20, 1983

8-7
AGREEMENT WITH
COUNTY OF SAN
JOAQUIN TO
PROVIDE CERTAIN
DATA PROCESSING
SERVICES APPVD.

RES. NO. 83-27

COUNCIL ADOPTED RESOLUTION NO. 83-27 APPROVING AN AGREEMENT WITH THE COUNTY OF SAN JOAQUIN TO PROVIDE DATA PROCESSING SERVICES TO THE LODI POLICE DEPARTMENT FOR FISCAL YEAR 1983-84 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

Continued June 2, 1982

ITEMS REMOVED
TO REGULAR
CALENDAR

With the tacit concurrence of the Council, Agenda Item "c" "Award - Landscape Maintenance Contract" was removed to the Regular Calendar.

City Manager Graves presented the following bids which had been received for "City Hall Complex Janitorial Contract".

AWARD-CITY HALL
COMPLEX JANITORIAL
CONTRACT

Following recommendation of the City Manager, Council adopted the following resolution:

RES. NO. 82-53

RESOLUTION NO. 82-53

RESOLUTION AWARDING THE CONTRACT FOR THE CITY HALL COMPLEX JANITORIAL SERVICE TO A-1 JANITORIAL SERVICE, LODI, IN THE AMOUNT OF \$2,992.03 PER MONTH.

EASTERN SAN JOAQUIN
COUNTY GROUND WATER
STUDY ENDORSED

City Manager Graves presented a letter from George Barber, County Supervisor and President, East San Joaquin County Water Users Association, asking the City of Lodi to formally endorse the County's proposed "Eastern San Joaquin County Ground Water Study". It is estimated that the study will cost \$300,000 - \$350,000. It is proposed that these funds be raised through benefit assessments based on land areas within the study zone (352,000 acres). It is proposed that the total assessment be applied over a 2 - 3 year period and would amount to approximately \$0.50 for an average Lodi Lot. Council adopted the following resolution.

RES. NO. 82-54

RESOLUTION NO. 82-54

RESOLUTION ENDORSING THE COUNTY'S PROPOSED "EASTERN SAN JOAQUIN COUNTY GROUND WATER STUDY".

AGREEMENT WITH
DEBCO TOWING
APPROVED

COUNCIL APPROVED AGREEMENT WITH DEBCO TOWING FOR TOWING OF ABANDONED VEHICLES AND AUTHORIZED THE CITY MANAGER AND CITY CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

AGREEMENT FOR
LODI LAKE CONCES-
SION STAND APPROVED

COUNCIL APPROVED THE AGREEMENT WITH DOROTHY SEIBEL FOR THE LODI LAKE CONCESSION STAND, FOR A ONE YEAR PERIOD, AND AUTHORIZED THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

S. J. COUNTY DATA
PROCESSING

COUNCIL ADOPTED RESOLUTION NO. 82-55 APPROVING AN AGREEMENT

Continued June 2, 1982

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TO REGULAR
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RES. NO. 82-53 *cc-12(a)*

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APPROVED *cc-12(a)*

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COUNCIL APPROVED THE AGREEMENT WITH DOROTHY SEIBEL FOR THE LODI
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OF THE CITY.

S. J. COUNTY DATA
PROCESSING
SERVICES AGREE-
MENT RE PARKING
VIOLATION CITATION
INFORMATION
APPROVED *cc-27(a)*

COUNCIL ADOPTED RESOLUTION NO. 82-55 APPROVING AN AGREEMENT
WITH THE COUNTY FOR DATA PROCESSING SERVICES REGARDING PARKING
VIOLATION CITATION INFORMATION AND AUTHORIZED THE CITY MANAGER
AND CITY CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

RES. NO. 82-55

cc-45(a)

Agenda item "i" - "Hutchins Street Alley (between Lee and
Hutchins and Walnut and Lodi Avenue) was introduced by City
Attorney Stein. City Attorney Stein apprised the Council that
in approximately September, 1978, Maurice Ray purchased the
lot on the South side of the alley from the Lodi Unified School
District and in January 1979, the City Council filed notice
of intent to abandon the alley at Mr. Ray's behest. Mr. Ray
intended to build an office building on his parcel. In February,
1979, the abandonment was denied by the Council because of Mr.
Campbell's objections. In March 1979, Mr. Ray offered to rent a
portion of the alley and the Council authorized a quiet title
suit to obtain the property on the north side of the alley. Said
quiet title action was to be paid for by Mr. Ray. Attached hereto
are copies of the Council Minutes of March 21, 1979. Since March
of 1979, the City Public Works Department and the City Attorney's
office have attempted to work out an agreement between the property
owners on the north side of the alley for the deeding of the alley
as it was constructed. Unfortunately, the City has reached
somewhat of an impasse and at this time is interested in direction
from the Council as to the pursuing of the quiet title action.

CITY COUNCIL

EVELYN M. OLSON, Mayor
JOHN R. (Randy) SNIDER
Mayor Pro Tempore
ROBERT G. MURPHY
JAMES W. PINKERTON, Jr.
FRED M. REID

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
POST OFFICE BOX 320
LODI, CALIFORNIA 95241
(209) 334-5634

Fu 4/20

HENRY A. GLAVES, Jr.
City Manager

ALICE M. REIMCHE
City Clerk

RONALD M. STEIN
City Attorney

May 2, 1983

Billie D. Nails
Director of Data Processing
County of San Joaquin
24 South Hunter Street
Room 5
Stockton, CA 95202

Dear Mr. Nails:

Enclosed herewith please find executed agreement for providing data processing services to the City of Lodi for fiscal year 1983-84 which was approved by the Lodi City Council at its regular meeting of April 20, 1983.

As soon as this agreement is fully executed please forward a copy to this office.

Very truly yours,

Alice M. Reimche
Alice M. Reimche
City Clerk

AMR:jj

RESOLUTION NO. 83-27

RESOLUTION APPROVING AGREEMENT WITH
COUNTY OF SAN JOAQUIN WHEREBY THE
COUNTY AGREES TO PROVIDE CERTAIN
DATA PROCESSING SERVICES TO THE
CITY OF LODI

RESOLVED that the City Council of the City of Lodi does hereby approve an agreement with the County of San Joaquin whereby the County agrees to provide certain Data Processing services to the City of Lodi, a copy of which agreement is attached hereto, marked Exhibit "A" and thereby made a part hereof.

BE IT FURTHER RESOLVED, that the City Manager and City Clerk are hereby authorized to execute the agreement on behalf of the City.

Dated: April 20, 1983

I hereby certify that Resolution No. 83-27 was passed and adopted by the City Council of the City of Lodi in a regular meeting held by the following vote:

Ayes: Council Members - Murphy, Snider,
Reid, Pinkerton,
and Olson (Mayor)

Noes: Council Members - None

Absent: Council Members - None

Alice M. Reimche
Alice M. Reimche
City Clerk

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of July, 1983, by and between the COUNTY OF SAN JOAQUIN, through its Data Processing Division, hereinafter referred to as "COUNTY" and CITY OF LODI, hereinafter referred to as "CONTRACTOR";

WITNESSETH:

WHEREAS, COUNTY provides the following services to CONTRACTOR:
and;

WHEREAS, COUNTY has certain data processing equipment and is able to provide data processing services which CONTRACTOR desires to use in its operations;

IT IS HEREBY AGREED between the parties as follows:

1. COUNTY will provide the services and equipment for the estimated annual amount of compensation as shown in Attachments "A" and "B".

The total services and equipment which CONTRACTOR may utilize pursuant to this agreement shall not exceed that which has been set forth in Attachments "A" and "B". The total maximum compensation to COUNTY pursuant to this agreement shall not exceed \$8,218.00 per fiscal year. COUNTY shall bill CONTRACTOR only for actual services performed and equipment provided one (1) month after services are performed and equipment is provided. CONTRACTOR shall provide full payment to COUNTY of the billed amount by the fifteenth day of the date of billing.

2. In the event that COUNTY'S cost of services and equipment is increased due to any reason, COUNTY may increase the rate of compensation (which may also result in the estimated annual amount of compensation provided herein to be increased) for services and equipment provided herein upon COUNTY so notifying CONTRACTOR, in writing, no less than thirty (30) calendar days in advance of the intended change of rate of compensation. CONTRACTOR shall be allowed the option to terminate this agreement in accordance with the provisions of Paragraph 5 in the event of an increase in the rate of compensation.

3. Service and equipment under this agreement are limited solely to the ongoing services, systems, and equipment listed in Attachments "A" and "B" which are in operation on the effective date of this agreement. Services and equipment not covered in this agreement may be provided to CONTRACTOR at COUNTY'S OPTION SUBJECT TO THE FOLLOWING CONDITIONS:

(a) CONTRACTOR must submit a written request for the additional services and/or equipment which has been signed by the appropriate agency official, and

(b) Additional services and/or equipment shall be provided at the current rates of compensation and shall be billed as additional items over and beyond the total estimated annual amount of compensation designed in this agreement.

Maintenance in connection with the equipment provided under this agreement is included in the rate of compensation for equipment and will not be billed as an additional charge to CONTRACTOR.

4. The term of this contract shall be one year beginning July 1, 1983, and ending June 30, 1984.
5. This contract may be terminated by either party upon thirty (30) calendar days advance written notice to the other party. Services provided for a portion of a month shall be paid for by CONTRACTOR on the basis of the actual services utilized.
6. All rental equipment in the possession of CONTRACTOR shall be returned to COUNTY in the same condition as it was delivered to CONTRACTOR, less normal wear and tear. COUNTY shall be compensated by CONTRACTOR for all loss or damage to said equipment which is not the result of a wilful or negligent act by COUNTY and which does not constitute normal wear and tear.

The CONTRACTOR agrees that it shall indemnify and hold harmless the COUNTY, the members of its Board of Supervisors, its officers, agents, and employees, from and against all demands, claims, damages, losses, expenses, and costs including attorneys' fees and court costs arising out of and/or resulting from the performance of the activities and services contemplated by this agreement, except for demands, claims, damages, losses, expenses, and costs resulting from the sole and exclusive negligence of the COUNTY.

The CONTRACTOR at its own expense and risk shall defend against any and all demands, actions, suits, claims, or other legal proceedings that may be brought or instituted against the COUNTY, the members of its Board of Supervisors, its officers, agents, or employees, arising out of and/or resulting from the performance of the activities and services contemplated by this agreement, except those demands, actions, suits, claims, or other legal proceedings resulting from the sole and exclusive negligence of COUNTY or those brought by employees or agents of COUNTY concerning their employment or agency relationship.

7. In the event of errors in data processing results due to the failure of COUNTY'S equipment, software, circumstances beyond the control of COUNTY, or the failure of COUNTY'S employee(s) to operate the equipment in accordance with COUNTY'S standard operating procedures, or COUNTY'S inability to provide data processing services due to circumstances beyond its control. COUNTY'S liability shall be limited to either subparagraph (a) or (b) below, either of which will be considered to be CONTRACTOR'S exclusive remedy:

- (a) The correction of errors of which COUNTY has received written notice and proof or the performance of the service, whichever is the situation;
or
- (b) Where such correction or performance of service is not practicable, CONTRACTOR shall be entitled to an equitable credit not to exceed the charges invoiced to CONTRACTOR for that portion of the service which produced the erroneous result or for that portion of the service which could not be performed, whichever is the situation.

COUNTY shall be liable for the loss, destruction or damage to CONTRACTOR'S supplied materials only if such loss, destruction, or damages was due to the negligence of COUNTY and CONTRACTOR'S sole remedy shall be COUNTY restoring the same, provided such restoration can be reasonably performed by COUNTY and provided that CONTRACTOR provides COUNTY with all source data necessary for such restoration in similar form to that normally presented to COUNTY under this Agreement.

8. The CONTRACTOR, and the agents and employees of CONTRACTOR, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of COUNTY.
9. Without the written consent of COUNTY, this agreement is not assignable by CONTRACTOR either in whole or in part.
10. Time is the essence of this agreement.
11. No alteration, variation, or modification of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
12. CONTRACTOR shall comply with the California Fair Employment Practices Act (Labor Code Section 1410, et seq.) and any amendments thereto.

This contract may, at the option of COUNTY be terminated or suspended in whole or in part in the event CONTRACTOR fails to comply with the nondiscrimination clause of the contract. In the event of termination under this paragraph, COUNTY shall be compensated for goods and services provided to the date of termination. Termination or suspension shall be effective upon receipt of written notice thereof.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first written above.

COUNTY OF SAN JOAQUIN, a
political subdivision of
the State of California

By _____
C.E. DIXON
County Administrator

"COUNTY"

APPROVED AS TO FORM:
GERALD A. SHERWIN
County Counsel

By Rebecca A. Felix
REBECCA A. FELIX
Deputy County Counsel

CITY OF LODI

By Henry A. Graves
Henry A. Graves
Title City Manager

"CONTRACTOR"

Attest: Alice M. Reimche
Alice M. Reimche
City Clerk

CITY OF LODII. Estimated Annual Cost of Services

A. Labor Distribution System

B. County Law Enforcement System

1. <u>Data Entry Time</u>	\$	60.00
5 hours of Data Entry Time at \$12.00 per hour		
2. <u>Central Computer Time</u>		
50 hours of computer time at \$65.00 per hour.	\$	3,250.00
3. <u>Teleprocessing Transactions</u>		
An average 66,000 transactions per year at \$.03 each	\$	1,980.00
4. <u>Systems and Programming Time</u>		
5 hours of Systems and Programming Time at \$30.00 per hour	\$	150.00 ✓
5. <u>Program Library Maintenance</u>		
5 Program complies at \$18.00 each	\$	<u>90.00</u>
	TOTAL	\$ 5,530.00

CITY OF LODIII. Estimated Annual Cost EquipmentA. Terminals

One (2) ADM CRT at \$100.00 per month	\$2,400.00
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B. Permanent Data Storage

9 Cylinders of disc storage at \$24.00 per month	<u>\$ 288.00</u>
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TOTAL	\$2,688.00
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CLIENT AGENCY: City of Lodi - PD

BUDGET UNIT NO: 920000

BUDGET SUMMARY OF ALL SERVICES

TIME & MATERIALS	RATE	HOURS	QUANTITY	ANNUAL COST
Data Entry	\$ 12.00	5	*****	\$ 60
Central Computer	65.00	50	*****	3,250
Teleprocessing Trans.	.03	*****	66,000	1,980
Systems & Programming	30.00	5	*****	150
Program Maintenance	18.00	*****	5	90
Microfiche		*****	*****	
Miscellaneous		*****	*****	
SUB TOTAL				\$ 5,530

EQUIPMENT UTILIZATION	QUANTITY	MONTHLY COST	ANNUAL COST
CRT (Terminals)	2	200	2,400
Communication Line(s)			
Printers			
Disk Usage (CYL)	9	24	288
Data Entry Units			
Data Entry Systems			
Special Equip. Maint.			
Other - Use Charge			
SUB TOTAL			\$ 2,688

TOTAL COSTS TO BE INCLUDED IN DEPARTMENTS 0220-0007 ACCOUNT \$ 8,218

BILLIE D. NAILS
DIRECTOR OF DATA PROCESSING



COUNTY OF SAN JOAQUIN

DATA PROCESSING DIVISION

24 South Hunter Street, Room 5
STOCKTON, CALIFORNIA 95202
TELEPHONE (209) 944-2566

March 28, 1983

Lodi Police Department
213 West Elm Street
Lodi, California 95240

Dear Mr. Graves:

Enclosed is an Agreement for providing data processing services to your agency for fiscal year 1983-84. Please return the signed Agreement to me.

Upon receipt of the signed Agreement, I will forward the Agreement to our County Administrator for his signature. When the County Administrator has signed the Agreement I will return a copy for your records.

Please call if you have any questions.

Sincerely,

BILLIE D. NAILS
Director of Data Processing

BDN:pp
CON 01-12
CON 30-03