



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement and Extension for Landscape Maintenance Assessment District No. 2003-1 Administrative Services with NBS, of Temecula (\$13,600)

MEETING DATE: February 19, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Professional Services Agreement and extension for Landscape Maintenance Assessment District No. 2003-1 Administrative Services with NBS, of Temecula, in the amount of \$13,600.

BACKGROUND INFORMATION: Over the past 10 years, the City Council has formed a total of 16 zones of the Landscape Maintenance Assessment District No. 2003-1 (District). The scope of the maintenance activities funded by the District includes 1) landscape and irrigation, 2) masonry block walls, 3) street parkway trees, and 4) public park areas.

Each year, an Engineer's Annual Levy Report (Report) is prepared that describes the general nature, location and extent of the improvements to be maintained and provides an estimate of the costs of the maintenance, operations and servicing for the improvements. Over the past nine years, NBS has prepared the Report, in addition to the recently-completed General Benefit Analysis for the District.

Staff recommends retaining the services of NBS for an initial three-year term with one option to extend the term for an additional three years. The initial fixed price of \$13,600 plus customary expenses are paid from Public Works operating funds and are reimbursed by the District. Annual cost of living adjustments to the fee structure are included in the attached agreement (Attachment A), based upon the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all urban consumers for the Northern California counties.

FISCAL IMPACT: Funding for the Report is included in the District Assessments.

FUNDING AVAILABLE: Not applicable.



F. Wally Sandelin
Public Works Director

FWS/pmf
Attachments

APPROVED: 

D. Stephen Schwabauer, Interim City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and NBS (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 Landscape Maintenance District Administration 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 March 1, 2014 and terminates upon the completion of the Scope of Services or on February 28, 2017, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

The City may exercise an option to extend this Agreement one (1) additional term of three (3) years, provided, City gives Contractor no less than 30-days written notice of its intent prior to the 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.

**ARTICLE 3
COMPENSATION**

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information

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

ARTICLE 4 **MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: F. Wally Sandelin, Public Works Director

To CONTRACTOR: NBS
 32605 Temecula Parkway, Ste. 200
 Temecula, CA 92592
 Attn: Michael Rentner, President

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

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

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL-OLSON
City Clerk

KONRADT BARTLAM
City Manager

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

NBS

By: _____


By: _____
Name: Michael Rentner
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: 103021
(Business Unit & Account No.)

Doc ID:WP\Projects\PSAs\2014\NBS_2014

CA:rev.07.2013



32605 Temecula Parkway, Suite 100
Temecula, CA 92592

Toll free: 800 676 7516

nbsgov.com

January 27, 2014

Wally Sandelin
Public Works Director
City of Lodi
P.O. Box 3006
Lodi, CA 95241

Subject: Scope of Services and Fee Proposal to Provide 1972 Act Landscape Maintenance District ("LMD") Administration Services for the City of Lodi Consolidated LMD No. 2003-1

Dear Mr. Sandelin:

NBS would like to thank you for the opportunity to provide Landscape Maintenance District ("LMD") Administration services for the City of Lodi ("City"). We will add this service to our existing agreement with the City. All other provisions of the existing contract between the City and NBS remain in effect. We look forward to continuing our professional relationship.

Please print two (2) copies of our Executed Agreement. Upon signing, please return one copy to the undersigned and keep one copy for your records.

Scope of Services

1972 ACT LMD ADMINISTRATION

Kick-Off Meeting, Project Schedule. NBS is available to meet with City staff, legal counsel and other interested parties to:

- Establish lines of communication.
- Clarify the specific project goals, components and criteria that will meet the City's preference.
- Identify and resolve any special circumstances that may be involved in the administration of the District.
- Develop project schedules to meet legal requirements and provide for effective interfacing of all involved parties.
- Establish meeting points consistent with schedule to achieve project milestones.
- Establish and coordinate with City staff a schedule to assure completion of necessary actions and compliance with statutes.

Database Development. NBS will access current information from various data sources to verify that all parcels within District boundaries are included in the database. NBS will also verify that all land use designations and assessment benefit factors are correct. NBS will update the database with current County Assessor's information including property owner names and addresses, and any other available data that will augment the existing database.

Budget Preparation. NBS will meet with City staff to review the District budget for the coming fiscal year. This budget will be based on historical costs and actual and/or projected changes in costs and/or improvements to be maintained. Cost categories may include, but are not limited to capital improvements and maintenance costs, incidental costs (engineering, legal, District administration) and reserve funds.

Assessment Computation and Rate Analysis. NBS will compute the assessment for each parcel within the District according to the Method of Assessment. NBS will provide an assessment summary which will include a comparison of current year rates versus prior year rates, separate by zone and land use, if applicable, and fund balance information.

Engineer's Report Preparation. NBS will prepare the annual Engineer's Report and provide to City staff. The Report will consist of:

- A discussion of the background of the District.
- A detailed and technically supported Method of Assessment.
- A description of the improvements and services that are being funded by the District.
- A cost estimate for the improvements and services being funded.
- Copy or reference to original District Diagram.
- A table showing assessed rates by zone and land use.
- An Assessment Roll listing assessments by parcel or reference a complete roll on file with the City.

Meet with City Staff. NBS will meet with City staff to review the Engineer's Report for modifications and approval.

Noticing and Resolution Coordination. NBS will coordinate activities to ensure that required tasks are completed within the scheduled time frame. NBS will assist the City (or the City's legal counsel) with preparation of any notice of assessments, public hearings, or other meetings requiring publication. NBS will assist the City (or the City's legal counsel) with preparation of the staff report, all legal notices and the associated resolutions described below:

- Resolution describing improvements, initiating proceeding, and ordering the engineer to prepare and file a report for the City.
- Resolution preliminarily approving the Engineer's Report.
- Resolution of Intention declaring the intention of the City Council to levy and collect assessments and setting a date for the public hearing(s).
- Resolution authorizing the placement of assessments on the property tax bills.

Meeting Attendance. NBS will attend up to two (2) public meetings, workshops, and City Council meetings, as requested by the City.

Levy Submittal. NBS will submit the levy to the County Auditor-Controller in the required format. Assessments rejected by the County Auditor-Controller will be researched and resubmitted for collection on the County Tax Roll. Any parcels that are not submitted to the County for collection will be invoiced for payment directly to the City.

Final Engineer's Report. NBS will update the annual Engineer's Report and deliver to City staff.

Toll-Free Phone Number. NBS shall provide a toll-free phone number for use by the City, other interested parties and all property owners. NBS will be available to answer questions regarding the District and the ongoing collection of assessments. Bilingual staff is available to assist Spanish-speaking property owners.

OPTIONAL SERVICES FOR LMD ADMINISTRATION

Proposition 218 Compliance. NBS has worked with many public agencies to comply with the requirements of Proposition 218. Each agency has different requirements and resources to complete the necessary tasks of assessment balloting procedures. Therefore, NBS recommends an individually tailored approach to Proposition 218 compliance. Fees for such services will be negotiated at the appropriate time.

Engineer Signature. NBS will have a Registered Professional Engineer (PE) review the Engineer's Report for signature and stamp.

Fees

1972 ACT LMD ADMINISTRATION

Consolidated LMD No. 2003-1..... \$900 per Zone, except Zone 7 at \$100*
** Fee to be allocated to each zone based on levy amount*

OPTIONAL SERVICES

Proposition 218 Compliance TBD
 Engineer Signature (per report) \$500

Annual Fee Increases

Cost of living increases may be applied to the services listed above on October 1 each year, beginning with October 1, 2014. The COLA would be the actual cost of living increased based on the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all urban consumers for the Northern California counties.

Expenses

Customary out-of-pocket expenses will be billed to the City at actual cost to NBS. These expenses may include, but not be limited to, mailing fulfillment, postage, reproduction, telephone, travel, meals and various third-party charges for data, maps, and recording fees.

Additional Services

The following table shows our current hourly rates. Additional services authorized by the City but not included in the scope of services will be billed at this rate or the then applicable hourly rate.

Title	Hourly Rate
Director	\$ 205
Senior Consultant/Programmer	160
Consultant	140
Analyst	120
Clerical/Support	95



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

- | | |
|--|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u>
\$2,000,000 Ea. Occurrence
\$4,000,000 Aggregate | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
\$2,000,000 - Ea. Occurrence |
| 3. <u>PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS</u>
\$2,000,000 Ea. Occurrence | |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

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

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

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Completed Operations Endorsement
A certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi during construction and for three years after acceptance.
- (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.
- (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 W. Pine St., Lodi, CA 95240.

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

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

RESOLUTION NO. 2014-21

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT AND
EXTENSION FOR LANDSCAPE MAINTENANCE
ASSESSMENT DISTRICT NO. 2003-1 ADMINISTRATIVE
SERVICES WITH NBS

WHEREAS, over the past ten years, the City Council has formed a total of 16 zones of the Landscape Maintenance Assessment District No. 2003-1 (District). The scope of the maintenance activities funded by the District includes 1) landscape and irrigation, 2) masonry block walls, 3) street parkway trees, and 4) public park areas; and

WHEREAS, each year, an Engineer's Annual Levy Report (Report) is prepared that describes the general nature, location, and extent of the improvements to be maintained and provides an estimate of the costs of the maintenance, operations, and servicing for the improvements. Over the past nine years, NBS has prepared the Report, in addition to the recently-completed General Benefit Analysis for the District; and

WHEREAS, staff recommends retaining the services of NBS for an initial three-year term with one option to extend the term for an additional three years. Annual cost of living adjustments to the fee structure are included in the agreement, based upon the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all urban consumers for the Northern California counties.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Interim City Manager to execute a Professional Services Agreement and extension for Landscape Maintenance Assessment District No. 2003-1 Administrative Services with NBS, of Temecula, California, in the amount of \$13,600.

Dated: February 19, 2014

I hereby certify that Resolution No. 2014-21 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 19, 2014, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL-OLSON
City Clerk