

Agenda Item 3.C

RECOMMENDATION

**Staff recommends that the Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution (1) approving Amendment No. 1 to the General Services Agreement (Agreement) with United Fence Services, Inc., to extend the term of the Agreement through December 31, 2024 for the rental of fence panels, stands and safety brackets required at the Temporary Emergency Housing Facility (TEHF).**

EXECUTIVE SUMMARY

Staff recommends that the Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution (1) approving Amendment No. 1 to the General Services Agreement (Agreement) with United Fence Services, Inc., to modify Section 2.1 to extend the term of the Agreement through December 31, 2024 for the rental of fence panels, stands and safety brackets required at the Temporary Emergency Housing Facility (TEHF).

The proposed Amendment No. 1 (Attachment A) will extend the term of the General Services Agreement (GSA) with United Fence Services, Inc. (Consultant) through December 31, 2024 to provide the Temporary Emergency Housing Facility (TEHF) with rental of fence panels, stands and safety brackets. The Agreement not to exceed amount of \$200,000, is unchanged.

BACKGROUND AND LEGISLATIVE HISTORY

On July 5, 2023, the City Council adopted Resolution No. 2023-138 approving an Agreement with United Fence Services, Inc., to provide rental fence panels, stands & safety brackets at the Temporary Emergency Housing Facility on Arbor Avenue.

Under Section 2.1 of the Agreement, the term of the Agreement ends on December 21, 2023. Amendment No. 1 extends the term of the Agreement to December 31, 2024.

ANALYSIS

The City plans desires to extend the rental fencing around the Temporary Housing Emergency Facility to better secure the construction areas and enhance security of the residents and staff at the shelter until the permanent fence are installed as part of the Phase II construction.

FISCAL IMPACT

Amendment No. 1 to the Agreement with United Fence Services, Inc. requires no additional funding. The Agreement is funded as part of the project Operations costs, funded by City of Tracy American Rescue Plan Act (ARPA) funds. The Amendment does not have any fiscal impact. The Agreement of the not-to-exceed amount of \$200,000 is unchanged.

### CEQA DETERMINATION

A Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier navigation Centers and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for (Emergency Projects). No environmental impacts beyond those already analyzed for the CIP exist; accordingly, no further CEQA analysis is needed.

### STRATEGIC PLAN

This agenda item supports the Public Safety Strategic Priority, Implement the adopted Homelessness Strategic Plan.

### ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution (1) approving Amendment No. 1 to the General Services Agreement (Agreement) with United Fence Services, Inc., to extend the term of the Agreement through December 31, 2024 for the rental of fence panels, stands and safety brackets required at the Temporary Emergency Housing Facility (TEHF).

### ATTACHMENTS:

Attachment A – Amendment No. 1 United Fence Services, Inc.  
Attachment B – GSA United Fence Services, Inc.

Prepared by: Ilene Macintire, Senior Civil Engineer

Reviewed by: Sara Cowell, Director of Finance  
Bijal Patel, City Attorney  
Brian MacDonald, Interim Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

**CITY OF TRACY  
AMENDMENT NO. 1 TO**

*General Services Agreement with United Fence Services, Inc. - Temporary Emergency Housing  
Facility Fence Rentals*

This Amendment No. 1 (**Amendment**) to the General Services Agreement by and between the City of Tracy, a municipal corporation (**City**), and United Fence Services, Inc., a California corporation (Contractor) is being entered into on the date this Amendment is last executed. City and Consultant are referred to individually as "**Party**" and collectively as "**Parties**."

**Recitals**

- A. The City and Contractor entered into a General Services Agreement for the provision of rental fence panels, stands and safety brackets at the Temporary Emergency Housing Facility, which was approved by the City Council on July 5, 2023 pursuant to Resolution No. 2023-13 (**Agreement**) 8.
- B. The City and Contractor desire to amend the term of the Agreement by extending the expiration date of such term from December 31, 2023 to December 31, 2024.
- C. This Amendment is being executed pursuant to Resolution No. \_\_\_\_\_, which was approved by Tracy City Council on November 7, 2023.

**Now therefore, the Parties mutually agree as follows:**

1. **Incorporation by Reference.** Unless specifically modified by this Amendment, the Agreement shall remain unchanged and in full force and effect. By their signatures below, the Parties hereby ratify, approve, and confirm the Agreement remains in full force and effect. This Amendment incorporates by reference all terms set forth in the Agreement, unless specifically modified by this Amendment. All capitalized terms used herein and not defined herein shall have the meanings set forth in the Agreement.

2. **Terms of Amendment.**

- A. Section 2.1 of the Agreement is hereby amended in its entirety to read as follows:

"**Term.** The term of this Agreement shall begin on November 1, 2022 and end on December 31, 2024, unless terminated in accordance with Section 6."

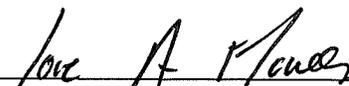
3. **Signatures.** This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one instrument. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

The Parties agree to the full performance of the terms set forth here.

**City of Tracy**

\_\_\_\_\_  
By: Nancy D. Young  
Title: Mayor  
Date: \_\_\_\_\_

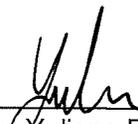
**United Fence Services, Inc.**

  
\_\_\_\_\_  
By: Jose A. Flores  
Title: Chief Executive Officer  
Date: 10/10/2023

Federal Employer Tax ID No.  
90-0859571

Attest:

\_\_\_\_\_  
Adrienne Richardson, City Clerk

  
\_\_\_\_\_  
By: Yuliana Flores  
Title: Chief Financial Officer  
Date: 10/10/2023

Approved as to form:

\_\_\_\_\_  
Bijal M. Patel, City Attorney

**CITY OF TRACY**  
**GENERAL SERVICES AGREEMENT WITH**  
*United Fence Services, Inc. – Temporary Emergency Housing Facility Fence Rentals*

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and United Fence Services, Inc., a California corporation (**Contractor**). City and Contractor are referred to individually as “Party” and collectively as “Parties.”

**Recitals**

- A. City desires to retain Contractor to provide the Temporary Emergency Housing Facility (TEHF) with the rental of fence panels, stands and safety brackets; and
- B. After negotiations between the City and Contractor, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- C. Pursuant to Resolution No. 2023-138, the City Council dispensed the procurement requirements for this Agreement under Tracy Municipal Code section 2.20.180, subsection (b)(4), and authorized execution of this Agreement.
- D. This Agreement is being executed pursuant to Resolution No. 2023-138

**Now therefore, the Parties mutually agree as follows:**

1. **Scope of Work.** Contractor shall perform the services described in Exhibit “A” attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Contractor’s Authorized Representative: United Fence Services, Inc. Contractor shall not replace its Authorized Representative, nor shall Contractor use or replace any subcontractors or consultants, without City’s prior written consent. A failure to obtain the City’s prior written consent for any change or replacement in personnel or subcontractor may result in the termination of this Agreement.

2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Any services for which times for performance are not specified in this Agreement shall be started and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

**2.1 Term.** The term of this Agreement shall begin on November 1, 2022 and end on December 31, 2023, unless terminated in accordance with Section 6.

3. **Compensation.** City shall pay Contractor at the billing rates set forth in Exhibit “B” attached and incorporated by reference for services performed under this Agreement.

**3.1 Not to Exceed Amount.** Contractor’s total compensation under this Agreement shall not exceed \$200,000. Contractor’s billing rates shall cover all costs and expenses for Contractor’s performance of this Agreement. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City’s prior written approval.

**3.2 Invoices.** Contractor shall submit monthly invoices to the City that describe the services performed, including times, dates, and names of persons performing the services.

**3.2.1.** Contractor's failure to submit invoices in accordance with these requirements may result in the City rejecting said invoices and thereby delaying payment to Contractor.

**3.3 Payment.** Within 30 days after the City's receipt of invoice, City shall make payment to the Contractor based upon the services described on the invoice and approved by the City.

**4. Indemnification.** Contractor shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Contractor's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Contractor" means the Contractor, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

**5. Insurance.** Contractor shall, throughout the duration of this Agreement, maintain insurance to cover Contractor, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

**5.1 Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

**5.2 Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

**5.3 Workers' Compensation** coverage shall be maintained as required by the State of California.

**5.4 Professional Liability** "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Contractor in an amount not less than \$1,000,000 per claim.

**5.5 Endorsements.** Contractor shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

**5.5.1** The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

**5.5.2** For any claims related to this Agreement, Contractor's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

**5.6 Notice of Cancellation.** Contractor shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Contractor shall immediately obtain a replacement policy.

**5.7 Authorized Insurers.** All insurance companies providing coverage to Contractor shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

**5.8 Insurance Certificate.** Contractor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

**5.9 Substitute Certificates.** Contractor shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

**5.10 Contractor's Obligation.** Maintenance of insurance by the Contractor as specified in this Agreement shall in no way be interpreted as relieving the Contractor of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Contractor may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

**6. Termination.** The City may terminate this Agreement by giving ten days' written notice to Contractor. Upon termination, Contractor shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Contractor for this Agreement. The City shall pay Contractor for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

**7. Dispute Resolution.** If any dispute arises between the City and Contractor that cannot be settled after engaging in good faith negotiations, City and Contractor agree to resolve the dispute in accordance with the following:

**7.1** Each Party shall designate a senior management or executive level representative to negotiate the dispute;

**7.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

**7.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

**7.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) days and shall be concluded within fifteen (15) days from the commencement of the mediation.

**7.5** The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

**7.6** The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

**8 Labor Code Compliance.** Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations which require the payment of prevailing wage rates (§1771, §1774, and §1775); employment of apprentices (§1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. The services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws.

**8.1 Rates.** These prevailing wage rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to perform the services described herein. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. Contractor assumes all responsibility for such payments and shall defend,

indemnify and hold the City harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker, or any other third party.

**8.2 Registration with DIR.** Contractor warrants that it is registered with the Department of Industrial Relations and qualified to perform the services consistent with Labor Code section 1725.5.

**8.3 Monitoring.** This Agreement will be subject to compliance monitoring and enforcement by the DIR, under Labor Code section 1771.4.

**9. Ownership of Work.** All original documents prepared by Contractor for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Contractor's services, or upon demand from the City. No such documents shall be revealed or made available by Contractor to any third party without the City's prior written consent.

**10. Independent Contractor Status.** Contractor is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Contractor is not City's employee and Contractor shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Contractor is free to work for other entities while under contract with the City. Contractor, and its agents or employees, are not entitled to City benefits.

**11. Conflicts of Interest.** Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Contractor maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Contractor's conflicting interest.

**12. Rebates, Kickbacks, or Other Unlawful Consideration.** Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

**13. Notices.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

Karin Schnaider  
Assistant City Manager  
City of Tracy  
333 Civic Center Plaza  
Tracy, CA 95376

To Contractor:

United Fence Services  
5491 West F Street  
Tracy, CA 95304

With a copy to:

City Attorney  
333 Civic Center Plaza  
Tracy, CA 95376

**14. Miscellaneous.**

**14.1 Standard of Care.** Unless otherwise specified in this Agreement, the standard of care applicable to Contractor's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

**14.2 Amendments.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

**14.3 Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

**14.4 Assignment and Delegation.** Contractor may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

**14.5 Jurisdiction and Venue.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

**14.6 Compliance with the Law.** Contractor shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

**14.6.1 Hazardous Materials.** Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

**14.6.2 Non-discrimination.** Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Contractor shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

**14.7 Business Entity Status.** Contractor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Contractor. By entering into this Agreement,

Contractor represents that it is not a suspended corporation. If Contractor is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

**14.8 Business License.** Before the City signs this Agreement, Contractor shall obtain a City of Tracy Business License. Contractor shall maintain an active City of Tracy Business License during the term of this Agreement.

**14.9 Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

**14.10 Construction of Agreement.** Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

**14.11. Severability.** If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

**14.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Contractor's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Contractor's proposal (if any), the Exhibits shall control.

**14.13 Entire Agreement.** This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

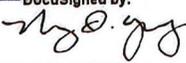
**15. Signatures.** The individuals executing this Agreement on behalf of Contractor represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Contractor.

[SIGNATURES ON FOLLOWING PAGE]

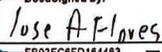
City of Tracy – General Services Agreement with United Fence Services, Inc.

The Parties agree to the full performance of the terms set forth here.

**City of Tracy**

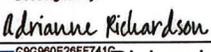
DocuSigned by:  
  
By: Nancy D. Young  
Title: Mayor  
Date: 7/10/2023 | 1:26 PM PDT

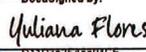
**United Fence Services, Inc.**

DocuSigned by:  
  
By: Jose A. Flores  
Title: Chief Executive Officer  
Date: 6/28/2023 | 4:18 PM PDT

Federal Employer Tax ID No.

**Attest:**

DocuSigned by:  
  
Adrienne Richardson, City Clerk

DocuSigned by:  
  
By: Yuliana Flores  
Title: Chief Financial Officer  
Date: 6/29/2023 | 12:51 PM PDT

**Approved as to form:**

DocuSigned by:  
  
Bijal M. Patel, City Attorney

**Exhibits:**

- A Scope of Work, including personnel and time of performance (See Agreement sections 1 and 2.)
- B Compensation (See Agreement section 3.)

### EXHIBIT A - Scope of Work

Commencing on November 1, 2022, the below items will be delivered, installed, and removed at the Tracy Emergency Housing Facility located at 370 Arbor Road Tracy, CA 95304, throughout the term of this contract as the site demands fluctuate during the construction process.

- Provide and install Driven Chain-Link Fences
- Provide and install Pedestrian Gates, Double Swing Gates, Chain-Link Gate
- Provide and Install Chain-Link Fence Panels with stands and brackets
- Sandbags
- Driven Posts
- Delivery and Pick-Up

## EXHIBIT B - Compensation

Commencing on November 1, 2022, the below items will be delivered, installed, and removed at the Tracy Emergency Housing Facility located at 370 Arbor Road Tracy, CA 95304, throughout the term of this contract as the site demands fluctuate during the construction process.

### **Rental Fees**

Provide and install Driven Chain-Link Fence - \$8.00 per Linear Feet (LF)  
Provide and Install Pedestrian Gates - \$250.00 per Gate  
Provide and install Double Swing Gates - \$550.00 per Gate  
Provide and Install Chain-Link Slide Gate - \$1,200.00  
Provide and Install Chain-Link Gate - \$150.00  
Prevailing Wage  
Provide and Install Temporary Fence Panels with Metal Bases and Safety Brackets - \$2.50 per LF  
Provide and Install Sandbags - \$10.00 per Sandbag  
Delivery Charge - \$150.00  
Pick-Up Charge - \$150.00

### **Damage Fees**

Damage Fees Lost or Stolen \$285.00 each  
Damaged Panels \$180.00 each  
Damaged/Missing Metal Stands \$45.00 each  
Missing Brackets \$4.50 each  
Removing/Relocating fence panels \$125.00 per hour + Service Call \$175.00

### **One time fees - (Unless replacement is needed)**

Windscreen/ Privacy Screen \$2.50 Linear Feet  
Cement Blocks \$48.00 each  
Sandbags \$7.50 each  
Gravel Bags \$15.00 each

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. \_\_\_\_\_

**ADOPTING A RESOLUTION (1) APPROVING AMENDMENT NO. 1 TO THE GENERAL SERVICES AGREEMENT (AGREEMENT) WITH UNITED FENCE SERVICES, INC., TO EXTEND THE TERM OF THE AGREEMENT THROUGH DECEMBER 31, 2024 FOR THE RENTAL OF FENCE PANELS, STANDS AND SAFETY BRACKETS REQUIRED AT THE TEMPORARY EMERGENCY HOUSING FACILITY (TEHF)**

**WHEREAS**, on July 5, 2023 the City Council adopted Resolution No. 2023-138 dispensing the procurement requirements for this Agreement under Tracy Municipal Code section 2.20.180, subsection (b)(4) and authorized execution of this Agreement; and

**WHEREAS**, the City entered into a General Services Agreement (GSA) with United Fence Services, Inc. (Consultant), to provide rental fence panels, stands & safety brackets at the Temporary Emergency Housing Facility on Arbor Avenue; and

**WHEREAS**, Consultant has satisfactorily met all terms of the GSA; and

**WHEREAS**, the City plans desires to extend the rental fencing around the Temporary Housing Emergency Facility to better secure the construction areas and enhance security of the residents and staff at the shelter until the permanent fence are installed as part of the Phase II construction; and

**WHEREAS**, Staff requests the extension of the term of the GSA through December 31, 2024; and

**WHEREAS**, the Tracy Homelessness Advisory Committee heard this item on October 19, 2023 and recommended that the City Council adopt the proposed Resolution; now, therefore, be it

**RESOLVED**: That the City Council hereby adopts a resolution approving Amendment No.1 to the General Services Agreement with United Fence Services, Inc. for the rental of fence panels, stands and safety brackets required at the Temporary Emergency Housing Facility (TEHF) to extend the agreement through December 31, 2024 and the Agreement not to exceed amount of \$200,000, is unchanged; and be it

\*\*\*\*\*

The foregoing Resolution 2023-\_\_\_\_\_ was adopted by the City Council on November 7, 2023, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTENTION:	COUNCIL MEMBERS:

\_\_\_\_\_  
NANCY D. YOUNG  
Mayor of the City of Tracy, California

ATTEST: \_\_\_\_\_  
ADRIANNE RICHARDSON  
City Clerk and Clerk of the Council of the  
City of Tracy, California