

AGENDA ITEM 3.B

RECOMMENDATION

**Staff recommend that the Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution awarding a professional service agreement to The Salvation Army to serve as the City's shelter operator for the Temporary Emergency Housing Facility, with an initial term of one (1) year and a not-to-exceed annual cost of \$2.6 Million.**

EXECUTIVE SUMMARY

The City of Tracy (City) issued a Request for Proposals (RFP) to solicit applications from private entities and/or non-profit organizations to operate a year-round non-congregate low barrier Temporary Emergency Housing Facility for individuals experiencing homelessness in Tracy. The Temporary Emergency Housing Facility (Shelter) will help people experiencing homelessness develop a pathway towards permanent housing, healthcare, and stability. Proposed onsite services include, but are not limited to, transportation to and from the shelter, case management, state-licensed behavioral health services, social services, meals, showers, laundry service, 24/7 staffing, and security.

A low barrier shelter aims to provide immediate access to shelter space for people experiencing homelessness while reducing barriers for those who might not otherwise accept assistance. This means that a person will not be denied access to the shelter due solely to mental illness, substance abuse or addiction, or for having a pet or personal belongings in their possession. However, low barrier does not mean there are no rules or boundaries at the shelter. Guests will be expected to agree to and abide by a code of conduct that respects and ensures the safety of all guests, staff, shelter facilities, and the surrounding community.

In response to the RFP, the City received two (2) proposals by the August 14, 2023, deadline. The two proposals were reviewed by a Review Panel consisting of five (5) subject matter experts. Upon review of the proposals and interviews with two Proposers, staff is requesting that the City Council authorize the City Manager to enter into a professional services agreement with the top-rated proposer, The Salvation Army, to operate the City's Temporary Emergency Housing Facility for an initial one-year term, with a not-to-exceed annual cost of \$2.6 Million, and with an option to extend an additional year, if the Proposer satisfactorily performed all requirements in this Professional Service Agreement (PSA), and per recommendation from the Director of Mobility and Housing to the City Manager, the City Manager may extend the Agreement for an additional one-year.

BACKGROUND

On July 7, 2023, the City released an RFP for a Shelter Operator to manage and operate the City's Temporary Emergency Housing Facility. A voluntary pre-proposal meeting was held on July 31, 2023, to allow potential Proposers an opportunity to ask questions prior to the submittal deadline.

The City received a total of two (2) proposals by the August 14, 2023, deadline. A five-member panel of internal and external subject matter experts (Review Panel) was tasked with reading the submitted proposals and independently scoring each proposal, based on specific evaluation criteria identified in the RFP. Each Review Panel member submitted their rating sheets and rankings to staff. A meeting was held to identify and calculate the Review Panel's scores and rank the Proposers. Through this process, staff determined that all five (5) Panel members had each scored The Salvation Army as the highest followed by Ready to Work as second.

Based on the scores provided by the Review Panel, final interviews were held with the top two (2) Proposers. Several of the Review Panel members also served on the Interview Panel. Proposers were asked clarification questions regarding the content of the proposals. Question for each proposer were similar in nature and based on the needs of the City as it pertains to shelter operations and was outlined in the Request for Proposals. At the conclusion of the interview, each Interview Panel member reviewed their written proposal ratings and had an opportunity to modify them based on the information heard during the interview. No Panel members changed or otherwise modified their individual ratings or rankings. At the conclusion of the interview process, and after a thorough review of the proposal scores, the Interview Panel recommended The Salvation Army as the most qualified to operate and manage the City's Facility. The overall ranking of the bidders and proposed annual operating costs from each bidder are listed in the table below.

<b>Ranking</b>	<b>Entity Name</b>	<b>Proposed Annual Operating Cost</b>
1	The Salvation Army	\$2.6 Million
2	Ready to Work	\$5.2 Million

Based on the comprehensive RFP, review of both proposals by both the Review and Interview Panel, staff requests that the City Council select the City's operator for the Temporary Emergency Housing Facility as The Salvation Army.

Proposer will coordinate a range of on-site programs and services for residents in partnership with local and regional service providers. Proposer will be responsible for operation of the shelter throughout the duration of the PSA. All work shall be performed in accordance with applicable codes, standards, and regulations. The annual cost of the contract is expected not to exceed \$2.6 Million dollars.

### STRATEGIC PLAN

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

FISCAL IMPACT

Funding for the contract to operate the City's Temporary Emergency Housing Facility is included in the General Fund's operating budget for FY 2023-24. Subsequent years will be allocated as part of the annual budget process.

RECOMMENDATION- ACTION REQUESTED

Staff recommend that the Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution awarding a professional service agreement to The Salvation Army to serve as the City's shelter operator for the Temporary Emergency Housing Facility, with an initial term of one (1) year and a not-to-exceed annual cost of \$2.6 Million.

ATTACHMENTS

Attachment A – Professional Services Agreement-The Salvation Army

Attachment B- Award of Service Contract for TEHF Operator Power Point

Prepared by: Virginia Carney, Homeless Services Manager

Reviewed by: Brian MacDonald, Interim Assistant City Manager

Reviewed by: Bijal Patel, City Attorney

Approved by: Midori Lichtwardt, Acting City Manager

CITY OF TRACY  
PROFESSIONAL SERVICES AGREEMENT  
FOR OPERATION OF THE CITY OF TRACY'S TEMPORARY  
EMERGENCY HOUSING FACILITY  
FISCAL YEAR 2023-2024

This Professional Services Agreement ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and The Salvation Army, A California Corporation ("**Consultant**"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

**Recitals**

**A.** City desires to retain a Consultant to establish and operate a Low Barrier Non-Congregate Shelter; and

**B.** On July 7th, 2023, the City issued a Request for Proposals ("RFP") for the operation of a Temporary Emergency Housing Facility ("TEHP"). On August 14th, 2023, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services requested (as more specifically defined below, "Services").

**C.** After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of the Services in accordance with the terms set forth in this Agreement.

**D.** This Agreement is being executed pursuant to Resolution No. \_\_\_\_\_ approved by Tracy City Council on \_\_\_\_\_, 2023.

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

**1. Scope of Work.** Consultant shall perform the Services, which includes those generally described in Exhibit "A" attached hereto and incorporated herein by this reference. Consultant shall not perform any Services until instructed by the City. The Services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Major John Brackenbury, Del Oro Divisional Commander. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use or replace any subcontractor or subconsultant, without City's prior written consent. The City may terminate this Agreement if Consultant makes any such change.

**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. Consultant shall begin performance and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City may grant or deny such requests in its sole and absolute discretion.

**2.1 Term.** The term of this Agreement shall begin on November 1, 2023 and end on October 31, 2024, unless terminated in accordance with Section 6. This Agreement may be extended for an additional year (1) upon mutual decision by both parties following a written determination by the City that Consultant has satisfactorily met all the requirements of this Agreement. Notwithstanding the foregoing provision, the payment of any funds under this

Agreement shall be subject to the City of Tracy's appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated. The fees proposed by Consultant shall remain unchanged for the entire term of this Agreement. Fees applicable during any extension terms may be negotiated at a later date.

**3. Compensation.** City shall pay Consultant on a time and expense basis, 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.** Consultant's total compensation under this Agreement shall not exceed \$2,599,920. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval. It is understood and agreed that Consultant may not receive compensation up to the amount stated above, and Consultant's total compensation under this Agreement will depend on the scope of the Services approved by the City. Notwithstanding anything contained in this Agreement to the contrary, the payment of any funds under this Agreement shall be subject to the City of Tracy's appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

**3.2 Invoices.** Consultant shall submit monthly invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

**3.2.1** If Consultant is providing services in response to a development application, separate invoice(s) must be issued for each application and each invoice shall contain the City's designated development application number.

**3.2.2** Consultant's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

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

**3.3.1** The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

**3.3.2** Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

**4. Indemnification.** Consultant 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 Consultant'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 the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any all claims relating to or in connection with such a finding and/or determination.

In this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Consultant" means the Consultant, 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 duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional, under Civ. Code § 2782.8.)

Consultant and City mutually waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

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.** Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, 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 Consultant in an amount not less than \$1,000,000 per claim.

**5.5 Endorsements.** Consultant 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, Consultant’s coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant’s insurance and shall not contribute with it.

**5.6 Notice of Cancellation.** Consultant 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. Consultant shall immediately obtain a replacement policy.

**5.7 Authorized Insurers.** All insurance companies providing coverage to Consultant 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.** Consultant 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.** Consultant 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 Consultant’s Obligation.** Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant 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 in its sole and absolute discretion by giving ten (10) days’ written notice to Consultant. Within five (5) days of such a termination, Consultant shall give the City all original documents relating to the Services in Consultant’s possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date of termination.

**7. Dispute Resolution.** If any dispute arises between the City and Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant 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 to serve as the mediator, shall be commenced within thirty (30) days of the selection of a mediator 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. Ownership of Work.** All original documents prepared by Consultant 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 Consultant's Services, upon termination of this Agreement, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

**9. Independent Contractor Status.** Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant 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. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

**9.1. Non-Exclusive Professional Services Agreement.** The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City the same or similar services described in Exhibit A. Nothing contained in this Agreement guarantees Consultant a certain amount of work, and the City may, in its sole and absolute discretion, allocate and/or delegate work to Consultant so as to satisfy the City's needs.

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

**11. Rebates, Kickbacks, or Other Unlawful Consideration.** Consultant 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.

**12. 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:

Midori Lichtwardt, Acting City Manager  
333 Civic Center Plaza  
Tracy, CA 95376

With a copy to:

City Attorney  
333 Civic Center Plaza  
Tracy, CA 95376

To Consultant:

Major John Brackenbury  
Del Oro Divisional Commander  
3755 N. Freeway Blvd  
Sacramento, CA 95834

Captain Juan Oregel  
1305 E. Weber Avenue  
Stockton, CA 95205

**13. Miscellaneous.**

**13.1 Standard of Care.** Unless otherwise specified in this Agreement, the standard of care applicable to Consultant'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.

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

**13.3 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. No waiver shall be effective unless it is in writing and signed by the waiving party.

**13.4 Assignment and Delegation.** Consultant 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, transfer or delegation shall not be deemed to be a consent to any subsequent assignment, transfer or delegation.

**13.5 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.

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

**13.6.1 Prevailing Wage Laws.** Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; 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. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**13.6.2 Non-discrimination.** Consultant represents and warrants that it is an equal opportunity employer, and it shall not unlawfully discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Consultant 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.).

**13.7 Business Entity Status.** Consultant 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 Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time, it enters this Agreement, City may take steps to have this Agreement declared voidable.

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

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

**13.10 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.

**13.11 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.

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

**13.13 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.

**13.14 Counterparts.** City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

**13.15 Expenses for Enforcement.** Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

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

[AREA INTENTIONALLY LEFT BLANK]

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

**City of Tracy**

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

Attest:

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

Approved as to form:

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

**C** DocuSigned by:  
*Doug Riley*  
AB983242CEC14DC...  
By: Douglas Riley  
Title: Territorial Commander  
Date: 9/25/2023 | 1:16 PM PDT

DocuSigned by:  
*Terry Hughes*  
2C36A03CA583478...  
By: Terry Hughes  
Title: Territorial Secretary for Business  
Date: 9/25/2023 | 9:27 AM PDT

DocuSigned by:  
*John Brackenbury* 9/25/2023 | 2:11 PM PDT  
902EB91F140843D...  
By: John Brackenbury  
Title: Divisional Commander-Del Oro Division

Federal Employer Tax ID No. 94-1156347

Exhibits:

- A Scope of Work, including personnel and time of performance
- B Compensation

## EXHIBIT A SCOPE OF SERVICES

### SCOPE OF SERVICES

Consultant (also referred to herein as “Service Provider”) shall provide nonfaith-based, shelter services, including case management, day programming, meals, transportation, and laundry services to individuals experiencing or at risk of homelessness for 48 adults and up to 86 adults throughout the term of the agreement, at the shelter site located at 370 Arbor Avenue, Tracy, CA, 95304. Consultant will be responsible to oversee daily shelter operations of the shelter facility. In addition, Consultant will coordinate a range of on-site programs and services for residents in partnership with local and regional service providers. Consultant will be responsible for operation of the shelter throughout the duration of the Agreement. All work shall be performed in accordance with applicable codes, standards, and regulations.

### Scope of Services Requirements

1. 24/7 site management, including staffing for operations, security, and property management. Oversees daily 24/7 facility operations and maintenance.
2. Ability to accommodate pets and establish a pet policy for shelter site.
3. Development and implementation of site rules and procedures. Rules shall be based on preventing conduct that harms others’ health and safety and consider COVID-safe protocols.
4. Provide Site User Violations/Grievance Process and Procedures that includes: Notice with specific information explaining misconduct and how it violated site rules. Grievance process & meeting with site user; Reasonable Accommodation Process. Just-cause required; and Referral to appropriate service/shelter alternatives if resident must leave.
5. Outreach to and coordination with other service providers from the County, local non-profit providers, hospitals/clinics, and other organizations to facilitate connections to services provided by those entities. County services may include but are not limited to housing navigation, mental health services, crisis intervention and benefit navigation.
6. Coordination with the community to address issues that arise in nearby areas.
7. Coordination with City outreach team to provide cohesive transition from unsheltered locations to the shelter.
8. Security to include the prohibition of narcotics, alcohol, weapons of any kind, and other potentially dangerous materials (such as propane cannisters, propane lighters, kerosene lanterns, etc.). Prescription medications must be inventoried. Narcotics and alcohol use is not permitted at the site. A Narcan policy must be established and implemented.
9. Intake of persons entering site in coordination with outreach team, including demographic information for HUD and HMIS reporting purposes.
10. Provide three meals daily to all shelter guests. Ensure appropriate licenses and certifications are obtained from County agencies or subcontracted service providers to operate kitchen facilities and/or to handle food preparation and/or meal delivery.
11. Provide onsite volunteer coordinator to manage and organize client services and communications with outside service providers to schedule events and/or day services for clients at the shelter.
12. Day services must include but are not limited to; substance use disorder education/support groups, mental health education/support groups, trauma education/support groups, resume building, domestic violence classes/support groups,

AA/NA groups, celebrate recovery, workforce development, adult school/general education classes and life skills. All classes need be conducted by licensed professionals in their area of expertise. A weekly calendar will be provided to shelter guests and City staff.

13. Adoption of a City designated case management plan to ensure ongoing case management support at the shelter site. Contractor will provide ongoing case management services on an individual basis to ensure residents receive the appropriate services and support. This includes life skills and educational support.
14. Provide housing navigation support in the form of a designated staff person at the shelter and assist the client with the transition into permanent housing.
15. Provide reports of performance measurements and metrics of the shelter's daily activity and progress to the City as requested.
16. Transportation to other service provider appointments as needed.
17. Required to become a Cal-Aim provider within 6 months of contract signing.
18. Participate in all San Joaquin Continuum of Care board meetings and applicable sub-committee meetings.
19. Keep up to date all client records on site and ensure that they are in accordance with all requests made by the City. City staff will conduct an initial file review within the first 90 days of operations and a mid-year file review to follow up on any issues found in the initial review.

The Service Provider shall operate a year-round, nonfaith-based, temporary emergency shelter for up to 86 adults (as part of Phase III and IV of the project), providing shelter 365 days a year, 24 hours a day, 7 days a week. In addition, the service provider will coordinate a range of on-site programs and services for clients in partnership with local and regional service providers.

The Service Provider will be responsible for operation of the shelter throughout the duration of the Agreement. All work shall be performed in accordance with applicable codes, standards, and regulations. **The City will cover the cost of occupancy and monthly utilities to include water, wastewater, solid waste disposal and recycling.**

The Service Provider shall work and coordinate with City staff on all aspects of the design and specifications of the emergency shelter.

### **Repairs, Maintenance, Additions and Reconstruction**

Throughout the term of the Agreement, the Service Provider will be required, at the Service Provider's sole cost and expense, to keep and maintain the shelter and any and all improvements now or hereafter constructed and installed in the facility in good order, condition and repair and in a safe and sanitary condition and in compliance with all applicable laws in all material respects including, but not limited to, the landscaping, hardscaping, plumbing systems, fluorescent ceiling-mounted electric light fixtures; bulbs for fluorescent lights and related switches; windows; doors and locks, interior/non-structural/above-slab elements of the facility and all furnishings and equipment thereon, if applicable, and improvements constructed thereon in good order and repair (reasonable wear and tear excepted), and to keep said facility in a neat, clean, orderly, safe, and sanitary condition. Said maintenance includes, but is not limited to, janitorial services, flooring care and the prevention of accumulation of any refuse or waste materials that might constitute a fire hazard or a public or private nuisance. If Service Provider does not carry out its repair, maintenance, addition, and reconstruction obligations as set forth herein, the City may (without any obligation to do so) carry out said obligations on the Service Provider's behalf. In such event, within five (5) days of the City's demand, Service Provider shall

pay the City the amount equal to the monies paid by the City in carrying out the Service Provider's obligations, with interest accruing at the maximum amount allowed pursuant to California law beginning on the sixth (6<sup>th</sup>) day after such demand until payment is made to the City.

### **Security**

The Service Provider will ensure that adequate security measures and policies are incorporated into the emergency shelter's operation, including but not limited to security plans, secured entrances, on-site security personnel, video recording equipment, adequate lighting, law enforcement patrols, and neighborhood safety controls. Detailed security procedures and protocols will be included in the Operating Plan developed by the City of Tracy and the Service Provider, as described further below.

At all times during the term of the agreement, at Service Provider's sole cost and expense, will be required to:

- (a) Observe and comply in all material respects with all Laws now or hereafter made or issued respecting the facility and/or the improvements that are applicable to the Service Provider.
- (b) The Service Provider shall provide the City with the copies of all approvals, permits, and licenses within 14 days of a written request by the City.

In the event that Service Provider does not carry out its security obligations, the City may hire a third party to carry out such obligations at the Service Provider's sole cost and expense.

### **Building & Fire Safety Requirements**

In addition to the requirements contained in the California Building and Fire Codes, the Service Provider shall:

1. Obtain the proper permits and fire certifications prior to occupancy.
2. Post emergency telephone numbers near each telephone including, but not limited to, '9-1-1' and poison control.
3. Provide 2A:10BC fire extinguishers at a maximum spacing of 75 feet.
4. Not allow cooking inside the building.
5. Not allow smoking at any time within the buildings and auxiliary buildings, and not within 20 feet of main entrances, exits, and operable windows. Signage must be posted.
6. Post fire exit diagrams.

### **Service Animals**

To protect the health and safety of guests, staff, and visitors, pets, livestock, and non-domesticated animals are prohibited from entering the emergency shelter site, with the exception of:

- Guide and hearing assisting dogs.
- Guests who would not seek shelter without their companion animal present. If

an animal is granted access to the shelter, the security staff must be notified, and accommodations will be made.

In addition, all pets entering the shelter site must be up to date on their vaccinations and have completed spay/neuter prior to entry.

## **OPERATING PLAN**

The Service Provider shall create an Operations and Management Plan, which must be approved by the City of Tracy in its sole and absolute discretion. The Service Provider's scope will include working with the City of Tracy to tailor the Operations and Managements Plan to the planned operation of the emergency shelter. The Service Provider shall submit its policies and procedures to the City of Tracy for the shelter program including, but not limited to, all aspects of the shelter program services, management plan, staff responsibilities, and staff coordination. The Service Provider will cooperate with the City of Tracy to secure approval of these policies and procedures. This will include the Service Provider making any revisions to the policies and procedure documents as necessary to address requests by the City, County, or applicable government agency. This plan should include but is not limited to: taking appropriate action for medical/mental health emergencies of participants, the use of the Homeless Management Information System (HMIS) to track occupancy and adhere to all implementation guidelines developed under the County's Continuum of Care Program, and engaging with health care and social services agencies, local agencies and social services programs, and volunteers to assist with the shelter program. In addition, the City is requesting the Operator provide a case management plan and provide steps to how the case management plan will be executed with shelter guests during their stay at the shelter site. This includes incorporating the day services and other supportive services into the plan.

## **Staffing and Training**

The Service Provider shall:

1. Ensure there are trained staff members during all hours of operation at the shelter. Staff must be 18 years of age or older.
2. Be required to create the following policies/procedures prior to contract execution:
  - First-aid.
  - Fire and emergency procedures, including the proper use of fire extinguishers.
  - Client complaint and grievance procedures.
  - Narcan policy.
  - Non-discrimination policy.
  - Drug free workplace policy.
  - Sexual harassment policy.
  - Client confidentiality requirements.
  - Organization chart, including the appropriate lines of authority and communication.
  - Safety Plan to provide separate space and adequate supervision for clients during emergencies (ex: hepatitis).
  - Participate in HMIS data collection, data entry, and submission deadlines.
  - Ensure staff is oriented to the special needs of individuals who are homeless, experience mental health issues, substance abuse issues, or

- intimate partner/domestic violence issues.
- Ensure staff has received mental health awareness and cultural, diversity/sensitivity training.
  - Create a staffing plan that includes provisions to maintain safety and security in and around the perimeter of the shelter.
  - Provide accessibility and accommodations for individuals with disabilities.
  - Have a written policy of client responsibilities that is readily available to all clients.
  - Acquire any required permits and approvals for the provision of the required services.
  - Keep up to date all client records on site and ensure that they are in accordance with all requests made by the City.

## **OPERATING AGREEMENT**

In addition to the Service Provider's obligation to indemnify the City as set forth elsewhere in the Agreement, the Service Provider shall, to the maximum extent permitted by law, defend, and hold the City of Tracy harmless from and against any and all claims or damage to person or property relating to or arising in whole or in part, directly or indirectly, from the Service Provider's management and operation of the shelter and/or relating in any way to the shelter.

## **LOW-BARRIER ACCESS**

The shelter shall be considered a "low-barrier" facility for purposes of guest access, and any entry screening, barriers, or conditions to access shall be defined in the Operations and Management Plan, as such may be approved by the City and reasonably necessary to accomplish the purposes of this Agreement, or as may otherwise be ordered by a court of law, or required by a settlement agreement to which the City of Tracy is a party. Except as required to comply with applicable law or court order, the shelter shall not be a "no-barrier facility, and shall have, at a minimum, access or entry conditions for guests that are substantially similar to those utilized by the other emergency shelters or navigation centers, and screening for felony warrants or registration as a sex offender as may be included in the Operations and Management Plan. The Service Provider is responsible to make all reasonable efforts to assist all eligible clients in securing enrollment into Social Security (SSI).

## **REPORTS**

Service Provider shall submit reports monthly to the City of Tracy and, if requested by the City, to the San Joaquin County Continuum of Care. Data and due dates for the monthly reports will be items mutually agreed upon with the City. At least once per year, to be completed contemporaneously with the Annual Audit, the Parties shall cause a third-party to review and audit the day-to-day operational affairs of the shelter and prepare an Annual Report to be presented to the City of Tracy.

The Contractor will be required to enter client level data in the San Joaquin County Homeless Management Information System (HMIS) for each client accessing the shelter. The HMIS is a database used by the San Joaquin County Continuum of Care (SJCoC) for the purpose of

recording and storing client-level information on the characteristics and service needs of those experiencing homelessness.

The Contractor is also responsible for communicating with the Coordinated Entry Lead Agency which is San Joaquin County's local 211 for appropriate referrals once entered into the shelter. This includes having the individual complete a Vulnerability Index which assists providers in determining the individuals housing needs and available options.

To participate in the SJCoC, Contributing HMIS Organizations (CHOs) must have an Agency Partner Agreement and a Data Sharing Memorandum of Understanding with the SJCoC. For more information visit: [www.sanjoaquinccoc.org](http://www.sanjoaquinccoc.org)

## EXHIBIT B-Compensation

**Exhibit 1 - Appendix C**

## Stockton Salvation Army Tracy Shelter Annual Budget

<u>Annual Expense</u>	<u>Amount</u>
Utilities: (includes gas, water, sewer, electric, pest control, trash, fire alarm, phone, internet) **	\$163,540
Communication	\$10,000.00
Offices supplies:	\$9,500.00
Equipment: laptops, computers, copier machines, laptops ect.	\$20,000.00
Programs supplies.	\$12,000.00
Vehicle insurance, maintenance, gas, transportation, included.	\$17,000.00
Salaries: (includes taxes and benefits) (see attached salary breakdown for staffing)	\$1,437,958.64
Overtime Expenses (industry standard of 2% of salary expenses)	\$28,759.17
Food, Snacks, Coffee: \$9.00 per person per day (86 people) @365 days	\$282,510
Building Inspections, A/C, and Heating service parts / maintenance	\$12,100
Associated training costs for emergency evacuation procedures; client confidentiality requirements; emergency procedures for medical, psychiatric, and crisis situations; First aid procedures; Cultural competency; and Shelter operational procedures.	\$5,500
<u>Cleaning Supplies: (includes hygiene, paper products, first aid, janitorial) \$2.32 per pers. per day</u>	<u>\$72,824.80</u>
3 months or 5% to start.	(\$103,084.65)
Sub Total	\$2,071,693.00
<u>TSA Administration Fee Negotiated Indirect Cost Rate Agreement (NICRA) 25.5%</u>	<u>\$528,281.00</u>
	<b>\$2,599,920.00</b>



Award of Service Contract for Temporary Emergency  
Housing Facility Operator

September 26, 2023



# OVERVIEW

- Request For Proposal (RFP) Timeline
- Proposal Evaluation Criteria
- RFP Review Process
- Ranking Results and Recommendation
- Services provided in contract
- Contract Term



# RFP Timeline

## Key Dates:

<b>RFP Released</b>	July 7, 2023
<b>RFP Pre-Proposal Meeting</b>	July 19, 2023, at 6:00pm
<b>Deadline for RFP questions</b>	July 31, 2023, at 5:00 PM
<b>Proposal Deadline</b>	August 14, 2023, at 3:00 PM
<b>Interview Dates</b>	Week of August 28, 2023
<b>Anticipated City Council Contract Award</b>	October 3, 2023
<b>Contract execution, and related required documentation</b>	October 3, 2023, through October 27, 2023
<b>Anticipated Contract start date</b>	November 1, 2023



Think Inside the Triangle™

# Proposal Evaluation Criteria

CATEGORY	POINTS
Past and current organizational experience in providing homeless services to the community. Capability to operate a non-congregate low barrier shelter.	20
Applicant's organization readiness to carry out operations of an emergency low barrier shelter and ability to prepare and execute a plan.	20
Adequacy of staffing plan and qualifications of key personnel.	15
Applicant has the necessary connections to local and regional service partners	10
Client service delivery – applicant can ensure client delivery of service	10
Proposed Annual operating budget	15
Connection to and knowledge of the local community	5
Completeness, accuracy, and quality of proposal	5
<b>Total Points Possible</b>	<b>100</b>



# Review Process

- Two responsive proposals received by August 14<sup>th</sup> deadline:
  - The Salvation Army
  - Ready to Work
- Proposals were reviewed by the Review Panel consisting of five (5) internal and external subject matter experts:
  - Individually ranked proposals
  - Virtual interviews with proposers

# Proposal Ranking

Ranking	Ranking Entity Name	Proposed Annual Operating Cost
1	The Salvation Army	\$2.6 Million
2	Ready to Work	\$5.2 Million

- All five panel members ranked The Salvation Army as the top proposer



Think Inside the 'Triangle'

# Services Provided

- Comprehensive support services will include:
  - Outreach
  - Intake
  - Case management
  - Food, clothing and laundry
  - Transportation services
  - Security
  - Day services
  - Facility maintenance
  - Housing navigation
  - Pet Services



# Term

- Initial one-year term
- Option to extend an additional one-year term with satisfactory performance
- Not to exceed \$2.6 million annually



Thank you



APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

**TRACY CITY COUNCIL**

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

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**RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO THE SALVATION ARMY TO SERVE AS THE CITY'S OPERATOR FOR THE TEMPORARY EMERGENCY HOUSING FACILITY, WITH AN INITIAL TERM OF ONE YEAR AND A NOT TO EXCEED ANNUAL COST OF \$2.6 MILLION**

**WHEREAS**, the City of Tracy (City) seeks to offer a temporary emergency housing facility to provide temporary housing to the unsheltered population in the City (Facility); and

**WHEREAS**, on July 7, 2023, the City issued a Request for Proposals (RFP) seeking a provider to operate and maintain the Facility; and

**WHEREAS**, in response to the RFP, the City received two (2) responses by the August 14, 2023, deadline; and

**WHEREAS**, a five-member panel of internal and external subject matter experts (Review Panel) was tasked with reviewing and analyzing the submitted proposals and independently scoring each proposal, based on specific evaluation criteria identified in the RFP, to determine which proposer best met the City's needs and demonstrated the competence and professional qualifications of the required services; and

**WHEREAS**, the Review Panel scored The Salvation Army as the top proposer, followed by Ready to Work as second; and

**WHEREAS**, after the Review Panel's review was complete, final interviews were held with The Salvation Army and Ready to Work by a panel of five qualified experts (Interview Panel); and

**WHEREAS**, at the conclusion of the interview process, and after a thorough review of the proposal scores, and proposers' qualifications, the Interview Panel determined that The Salvation Army best met the City's needs and demonstrated the professional qualifications for the satisfactory operation and management of the City's Facility; and

**WHEREAS**, the Tracy Homelessness Advisory Committee heard this item on September 26, 2023 and recommended that the City Council adopt this proposed Resolution; and now, therefore, be it resolved as follows:

**RESOLVED:** That the City Council finds and determines that the foregoing recitals are true and correct and are hereby incorporated herein as findings and determinations of the City; and be it further

**RESOLVED:** That the City Council hereby awards a professional services agreement to The Salvation Army to serve as the City's operator for the Facility. City Council of the City of Tracy hereby approves the Professional Services Agreement with The Salvation Army to maintain and operate the Facility that includes an initial term of one (1) year, an annual not to exceed cost of \$2.6 million, and an option for the City manager to extend the agreement for an additional year if the Director of Mobility and Housing determines that The Salvation Army has satisfactorily performed all requirements of the agreement. After review and approval by the City Attorney's office, City Council authorizes the execution of the Professional Services Agreement; and be it further

**RESOLVED:** That the City Manager is authorized to take all actions necessary to effectuate the intent of this Resolution; and be it further

**RESOLVED:** That this resolution takes effect immediately upon its adoption.

\* \* \* \* \*  
\* \* \* \* \*

The foregoing Resolution 2023-\_\_\_\_\_ was adopted by the Tracy City Council on October 3, 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