TRACY CITY COUNCIL

REGULAR MEETING AGENDA

Tuesday, November 19, 2024, 7:00 P.M.

Tracy City Hall Chambers, 333 Civic Center Plaza, Tracy
Web Site: www.cityoftracy.org

THIS MEETING WILL BE OPEN TO THE PUBLIC FOR IN-PERSON AND REMOTE PARTICIPATION PURSUANT TO GOVERNMENT CODE SECTION 54953(e).

MEMBERS OF THE PUBLIC MAY PARTICIPATE REMOTELY IN THE MEETING VIA THE FOLLOWING METHOD:

As always, the public may view the City Council meetings live on the City of Tracy's website at CityofTracy.org or on Comcast Channel 26/AT&T U-verse Channel 99. To view from the City's website, open the "Government" menu at the top of the City's homepage and select "City Council Meeting Videos" under the "City Council" section.

If you only wish to watch the meeting and do not wish to address the Council, the City requests that you stream the meeting through the City's website or watch on Channel 26.

***Remote Public Comment**:*

During the upcoming City Council meeting public comment will be accepted via the options listed below. If you would like to comment remotely, please follow the protocols below:

- *Comments via:*
  - **Online by visiting** https://cityoftracyevents.webex.com and using the following **Event Number: 2567 634 1225** and **Event Password**: TracyCC
  - ***If you would like to participate in the public comment anonymously***, you may submit your comment in WebEx by typing "Anonymous" when prompted to provide a First and Last Name and inserting Anonymous@example.com when prompted to provide an email address.
  - Join by phone by dialing +1-408-418-9388, enter 25676341225 #8722922# Press *3 to raise the hand icon to speak on an item.

- *Protocols for commenting via WebEx:*
  - *If you wish to comment on the "Consent Calendar", "Items from the Audience/Public Comment" or "Regular Agenda" portions of the agenda:*
    1) *Listen for the Mayor to open that portion of the agenda for discussion, then raise your hand to speak by clicking on the Hand icon on the Participants panel to the right of your screen.*
    2) *If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.*
  - *Comments for the "Consent Calendar" "Items from the Agenda/Public Comment" or "Regular Agenda" portions of the agenda will be accepted until the public comment for that item is closed.*
  - *Comments received on Webex outside of the comment periods outlined above will not be included in the record.*

Date Posted: November 14, 2024

Americans With Disabilities Act - The City of Tracy complies with the Americans with Disabilities Act and makes all reasonable accommodations for the disabled to participate in Council meetings. Persons requiring assistance or auxiliary aids should call City Hall (209/831-6105) 24 hours prior to the meeting.

Addressing the Council on Items on the Agenda - The Brown Act provides that every regular Council meeting shall provide an opportunity for the public to address the Council on any item within its jurisdiction before or during the Council's consideration of the item, provided no action shall be taken on any item not on the agenda. To facilitate the orderly process of public comment and to assist the Council to conduct its business as efficiently as possible, members of the public wishing to address the Council are requested to, but not required to, hand a speaker card, which includes the speaker's name or other identifying designation and address to the City Clerk prior to the agenda item being called. Generally, once the City Council begins its consideration of an item, no more speaker cards will be accepted. An individual's failure to present a speaker card or state their name shall not preclude the individual from addressing the Council. Each citizen will be allowed a maximum of five minutes for input or testimony. In the event there are 15 or more individuals wishing to speak regarding any agenda item including the "Items from the Audience/Public Comment" portion of the agenda and regular items, the maximum amount of time allowed per speaker will be three minutes. When speaking under a specific agenda item, each speaker should avoid repetition of the remarks of the prior speakers. To promote time efficiency and an orderly meeting, the Presiding Officer may request that a spokesperson be designated to represent similar views. A designated spokesperson shall have 10 minutes to speak. At the Presiding Officer's discretion, additional time may be granted. The City Clerk shall be the timekeeper.

Consent Calendar - All items listed on the Consent Calendar are considered routine and/or consistent with previous City Council direction. One motion, a second, and a roll call vote may enact the items listed on the Consent Calendar. No separate discussion of Consent Calendar items shall take place unless a member of the City Council, City staff or the public request discussion on a specific item.

Addressing the Council on Items not on the Agenda – The Brown Act prohibits discussion or action on items not on the posted agenda. The City Council's Meeting Protocols and Rules of Procedure provide that in the interest of allowing Council to have adequate time to address the agendized items of business, "Items from the Audience/Public Comment" following the Consent Calendar will be limited to 15-minutes maximum period. "Items from the Audience/Public Comment" listed near the end of the agenda will not have a maximum time limit. A five-minute maximum time limit per speaker will apply to all individuals speaking during "Items from the Audience/Public Comment". For non-agendized items, Council Members may briefly respond to statements made or questions posed by individuals during public comment; ask questions for clarification; direct the individual to the appropriate staff member; or request that the matter be placed on a future agenda or that staff provide additional information to Council. When members of the public address the Council, they should be as specific as possible about their concerns. If several members of the public comment on the same issue an effort should be made to avoid repetition of views already expressed.

Notice - A 90 day limit is set by law for filing challenges in the Superior Court to certain City administrative decisions and orders when those decisions or orders require: (1) a hearing by law, (2) the receipt of evidence, and (3) the exercise of discretion. The 90 day limit begins on the date the decision is final (Code of Civil Procedure Section 1094.6). Further, if you challenge a City Council action in court, you may be limited, by California law, including but not limited to Government Code Section 65009, to raising only those issues you or someone else raised during the public hearing, or raised in written correspondence delivered to the City Council prior to or at the public hearing.

Full copies of the agenda are available on the City's website: *www.cityoftracy.org*

Date Posted: November 14, 2024

CALL TO ORDER

ACTIONS, BY MOTION, OF CITY COUNCIL PURSUANT TO AB 2449, IF ANY

ROLL CALL AND DECLARATION OF CONFLICTS

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS

1. Employee of the Month
2. Police Swearing-In
3. Keys to the City
4. Proclamation – National Children's Grief Awareness Day

ORDER OF BUSINESS

1. CONSENT CALENDAR

1.A. Approval of October 15, 2024, Regular Meeting Minutes.

1.B. The Tracy Finance Committee recommend that the City Council adopt a Resolution: 1) Amending the City's Operating and Capital Budget for the Fiscal Year (FY) ending June 30, 2025 to reflect actual expenses and revenues and requested augmentations to fund various departmental needs; 2) Authorizing the Budget Officer to amend the City's position control roster for FY 2024-25, and 3) Authorizing amendments to the Master Salary Schedule.

1.C. The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution: (1) Authorizing the acceptance of a grant award from the Emergency Food and Shelter Program allocation in the amount of $12,968 to support the cost of meals and shelter bed nights at the Temporary Emergency Housing Facility Project Capital Improvement Project CIP 71112; and (2) Appropriating the full grant funds to the Parks, Recreation and Community Services Department, Homeless Services Division for Fiscal Year 2024-2025.

1.D. The Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution: (1) Approving the execution of a Gas and Electric Extension Agreement with Pacific Gas and Electric, Inc., (PG&E) for new service activation at 370 W. Arbor Avenue for the Phase II Improvements at the Temporary Emergency Housing Facility, Capital Improvement Project 71112 (TEHF), in the amount of $74,873; (2) Ratifying the previously executed Gas and Electric Extension Agreement with PG&E for new service activation at 384 W. Arbor Avenue for the Phase III and IV Improvements of the TEHF, in the amount of $73,524.81.

1.E. Staff recommends that the City Council adopt the following Resolutions: 1) (A) Rescinding Resolution 2023-234 that approved the Regular Meeting Calendar of the Tracy City Council for 2024 (Calendar), and B) approving an amended Regular Meeting Calendar of the Tracy City Council for 2024, and 2) adopting the Regular Meeting Calendar of the Tracy City Council for Calendar Year 2025.

1.F. Staff recommends that the Mayor appoint, and the City Council approve through adoption of a resolution, the appointments of eleven youth Commissioners to the Youth Advisory Commission (YAC), as recommended by the interview and selection panel convened pursuant to the YAC Bylaws.

1.G. Staff recommends that the City Council adopt a resolution (1) authorizing the acceptance of a dedication of a public waterline easement within West Parkway Village, and (2) authorizing the City Clerk to record the easement document with the San Joaquin County Recorder.

1.H. Staff recommends that the City Council adopt a Resolution: (1) Appointing Gordon Anderson MacKay to serve as Interim Director of Public Works, effective November 20, 2024; and (2) Approving an employment agreement between Gordon Anderson MacKay and the City of Tracy for an hourly salary of $119.76.

1.I. Staff recommends that the City Council adopt a Resolution: (1) Making a determination that compliance with standard procurement process is not in the best interest of the City and dispensing the bidding requirements for the action herein; (2) Authorizing the execution of a Professional Services Agreement with LeaderGov, LLC for facilitation of staff retreats and professional development services for an initial term of two years, with a retroactive effective date of January 1, 2024, and for a total not to exceed amount of $49,800; and (3) Authorizing an administrative option to extend for an additional one year based on satisfactory performance and the City's continued need for such services.

1.J. Staff recommends that the City Council adopt a resolution: (1) Approving a Professional Services Agreement with Madill Enterprises, Inc. DBA Advanced Property Services for janitorial services of City facilities for an initial term of two years, with compensation not to exceed $511,588 per fiscal year. (2) Authorizing an administrative option for additional five (5) one-year extensions upon satisfactory performance.

1.K. Staff recommends that the City Council adopt a Resolution 1) Approving the execution of Purchase Agreement with Holland Pump Company for the purchase of an Atlas Copco PAS F88 mobile dewatering pump utilizing the Sourcewell Cooperative Program in the amount of $103,443.00 for the Wastewater Treatment Plant; 2) declaring the existing mobile dewatering pump as surplus pursuant to Tracy Municipal Code Section 2.20.310 and approving its disposition.

1.L. Staff recommends that City Council adopt a Resolution 1) Approving the execution of a General Services Agreement with Calgon Carbon, a Delaware Corporation for Capital Improvement Project No. 75126, for removal and replacement of granular activated carbon for the John Jones Water Treatment Plant for a sixteen-month term in a total not-to-exceed amount of $1,206,478; and 2) Reject Carbon Activated Corporation's bid as non-responsive.

1.M. Staff recommends that the City Council adopt a Resolution: (1) Making a determination that compliance with standard procurement process is not in the best interest of the City and dispensing the bidding requirements for the action herein; (2) Authorizing the execution of a Professional Services Agreement with GovInvest, Inc. for actuarial software services and technology for an initial term of two years, with a retroactive effective date of July 31, 2024, and for a total not-to-exceed amount of $150,000; and (3) Authorizing an administrative extension of one year contingent upon satisfactory performance and budget availability.

1.N. Staff recommends that the City Council adopt a Resolution: (1) rescinding Resolution 2021-126; and (2) authorizing amendment No. 2 to the General Services Agreement with EPIC iO for certain services in City of Tracy's parks for an annual not-to-exceed amount of $175,000 and making it effective retroactively from September 7, 2021.

1.O. Staff recommends that the City Council adopt a resolution approving the execution of a Professional Services Agreement with the Jefferson School District effective retroactively from August 1, 2024, utilizing one (1) Tracy Police Officer to serve as a School Resource Officer for a contract term of one year.

2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

3.A. Staff recommends that the City Council conduct a public hearing to discuss 2025 Development Fee for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan and, upon conclusion, adopt a Resolution adopting such fees.

3.B. Staff recommends that the City Council receive an informational report for the newly developed Community Volunteer Beautification Program.

3.C. The City Council 1) discuss the supplemental responses to the 2023-2024 San Joaquin County Civil Grand Jury's Report titled: "City of Tracy: Public Trust Still Not Restored" Case No. 0323 and, upon conclusion, 2) adopt a Resolution approving the final form of supplemental response letter and authorizing the City Manager and City Attorney to jointly execute and transmit the supplemental response letter to the Presiding Judge.

4. ITEMS FROM THE AUDIENCE

5. STAFF ITEMS

6. COUNCIL ITEMS

7. ADJOURNMENT

TRACY CITY COUNCIL REGULAR MEETING MINUTES

October 15, 2024, 7:00 p.m.

City Hall, 333 Civic Center Plaza, Tracy *Web Site: www.cityoftracy.org*

Mayor Young called the meeting to order at 7:04 p.m.

There were no actions taken pursuant to AB 2449.

Roll call and Declaration of Conflicts – Council Members Arriola, Bedolla, Evans, Mayor Pro Tem Davis and Mayor Young present. City Council had no declaration of conflicts.

Mayor Young led the Pledge of Allegiance.

Pastor Tim Heinrich, Crossroads Baptist Church offered the invocation.

Mayor Young proclaimed October 19, 2024, as Arbor Day and presented a proclamation to John Newman, Public Works Superintendent.

Mayor Young proclaimed October as Homeless Youth Awareness Month and presented a proclamation to Elizabeth Sanchez, PREVAIL Community Engagement Manager.

Mayor Young proclaimed November as Sikh American Awareness Month and presented a proclamation to Jass Sangha and members of the Sikh community.

Mayor Young proclaimed October as Breast Cancer Awareness Month and presented a proclamation to breast cancer survivors Gina Peace and Kristi Stayton.

1. CONSENT CALENDAR – Following the removal of Consent Item 1.F by Mayor Pro Tem Davis and Robert Tanner, motion was made by Council Member Arriola and seconded by Council Member Bedolla to adopt the Consent Calendar. Roll call found all in favor; passed and so ordered.

    1.A. Approval of October 1, 2024, special meeting minutes and October 1, 2024, Regular Meeting Minutes. – **Minutes were adopted**.

    1.B. The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution approving Amendment No. 1 to the Professional Service Agreement with The Salvation Army for operation of the Temporary Emergency Housing Facility for a term of one year with a not-to-exceed annual cost of $2.6 Million and a minor modification to scope. – **Resolution 2024-172** approved Amendment No. 1 to the Professional Service Agreement with The Salvation Army.

    1.C. Staff recommends that City Council adopt a Resolution: (1) Approving the execution of a General Services Agreement with Petroleum Solids Control, Inc., a California Corporation, to provide rental services for certain equipment for the City of Tracy Wastewater Treatment Plant at a monthly lease amount of $19,350 for an initial six (6) month term; and (2) Authorizing the City Manager to approve monthly extensions up to a one-year term for a total not-to-exceed total amount

of $232,200. – **Resolution 2024-173** approved execution of the General Services Agreement with Petroleum Solids Control, Inc.

1.D. The Tracy Finance Committee recommends that the City Council adopt a resolution:
(1) Approving a 20% local match for the Safe Streets and Roads for All (SS4A) grant from the United States Department of Transportation; (2) Accepting the SS4A grant in the amount of $3,764,800; (3) Appropriating to Capital Improvement Project 73201 (A) $941,200 in funds from gas taxes (Fund 245) to provide for the local match and (B) the total SS4A grant funds, for a total project amount of $4,706,000; and (4) Authorizing the City Manager to execute the grant agreement and other documents to effectuate the grant.**- Resolution 2024-174** approved the local match for the Safe Streets and Roads for All grant; accepted the SSS4A grant; appropriated funds; and authorized the City Manager to execute the grant agreement and other documents to effectuate the grant.

1.E. Staff recommends that the City Council adopt a Resolution approving Amendment No. 4 to the Professional Services Agreement with Terracare Associates, (1) Increasing the annual not-to-exceed amount to $1,600,000, for streetscapes, park, and channelway landscape maintenance services; and (2) Extending the term for an additional year; and (3) Amending the billing rates by the CPI of 2.7% to account for inflationary increases. – **Resolution 2024-175** approved Amendment No. 4 to the Professional Services Agreement with Terracare Associates.

1.G. Staff recommends that the City Council adopt a resolution approving the execution of a Freeway Agreement with the California Department of Transportation for the Interstate 580/Lammers Road Undercrossing Project. – **Resolution 2024-176** approved the execution of the Freeway Agreement with California Department of Transportation.

1.H. Staff recommends that the City Council adopt a resolution: (1) Approving the execution of a Subdivision Improvement Agreement between the City and Lennar Homes of California, LLC, for construction of in-tract improvements for Tracy Hills Phase 2B Tract 4181 Villages 11 and 12, and (2) Authorizing the City Clerk to Record the Subdivision Improvement Agreement with the Office of the San Joaquin County Recorder. – **Resolution 2024-177** approved the execution of the Subdivision Improvement Agreement with Lennar Homes of California, LLC.

1.I. Staff recommends that the City Council adopt the following: (1) a Resolution approving an On-Call Professional Services List, for Geotechnical Engineering Services, for five years, and (2) By separate Resolutions, authorizing the (A) Execution of Master Professional Services Agreements with BSK Associates and Ninyo & Moore to provide Geotechnical Engineering Services, each for an initial term of three years and a not-to-exceed amount of $300,000 per fiscal year; and (B) City Manager to extend, administratively, for up to two additional years. – **Resolution 2024-178** approved the On-Call Professional Services List. **Resolution 2024-179** authorized the Master Professional Services Agreement with BSK Associates. **Resolution 2024-180** authorized the Master Professional Services Agreement with Ninyo & Moore.

1.J. Staff recommends that the City Council adopt a Resolution: (1) authorizing the submittal of an application, and upon award, execution by the Mayor of a grant agreement with the California Department of Transportation Division of Aeronautics, in the amount of $6,300; and (2) subject to and upon award, accepting such grant funds and appropriating the full grant amount to Capital Improvement Project 77595 - Pavement Maintenance Management Plan Project. – **Resolution 2024-181** authorized the submittal of an application, and upon award, execution by the Mayor for a grant agreement with the California Department of Aeronautics.

1.K. Staff recommends that the City Council adopt a resolution: (1) Authorizing the acceptance of the Technology and Equipment Program Grant in the amount of $391,400 from the United States Department of Justice, Office of Community Oriented Policing Services and (2) Appropriating the full grant funds to the Police Department's Operational Budget for Fiscal Year 2024/2025. – **Resolution 2024-182** authorized the acceptance of the Technology and Equipment Program Grant from the United States Department of Justice, Office of Community Oriented Policing Services.

1.L. Staff recommends that the City Council adopt a resolution approving a General Services Agreement with Stockton Petroleum Company, Inc. for gasoline and diesel fuel services for a term of two-years and a total not to exceed amount of $1,537,000 per fiscal year. – **Resolution 2024-183** approved the General Services Agreement with Stockton Petroleum Company, Inc.

1.M**.** The City Council adopt a Resolution waiving the City Council Appointment Policy process under Resolution 2024-042 and deferring, instead, to the Interview Process under the Bylaws of the Environmental Sustainability Commission to fill youth vacancies. – **Resolution 2024-184** waived the City Council Appointment Policy process under Resolution 2024-042 and deferred to the interview process under the Bylaws for the Environmental Sustainability Commission to fill youth vacancies.

1.N. Staff recommends that the City Council approve Amendment No. 2 to the Master Services Agreement between the City of Tracy and Paymentus Corporation to add updated web portal and other payment options for credit card merchant services and processing. – **Resolution 2024-185** approved Amendment No. 2 to the Master Services Agreement with Paymentus Corporation.

1.O. Staff recommends that the City Council adopt a resolution: (1) Accepting a Grant of Easement from the Bureau of Reclamation for the International Parkway Bridge Replacement and Expansion Project, Capital Improvement Project 73148 and (2) Authorizing the City Clerk to record the Grant of Easement with the Office of the San Joaquin County Recorder. – **Resolution 2024-186** accepted a Grant of Easement from the Bureau of Reclamation for the International Parkway Bridge Replacement and Expansion Project.

1.F. Staff recommends that the City Council waive the second reading and adopt an Ordinance, pursuant to Government Code, § 36516, amending Chapter 2.04.060 of the Tracy Municipal Code increasing the monthly salary of the Mayor from $1,129 to $2,100 and increasing the monthly salary of Council Members from $1,029 to $1,900.

Mayor Pro Tem Davis pulled the item to state she hears the citizens frustration about the increases and does not support this raise, stands with those that have to tighten their belts to get by, hoped Council would tighten their belts and asked what the financial impact is to the General Fund.

Karin Schnaider, Assistant City Manager provided the staff report and responded to questions.

Council comments followed.

Robert Tanner stated there should be $100 increase for Council and $200 increase for Mayor only and shared his frustration about an 85% increase for Council and 86% increase for Mayor. Most of Council have jobs so why take such a large increase. Need to come up with a better solution.

Vannie Dart stated when Council ran for this post, they knew how much it pays and begged citizens to vote for you, yet we give you power so you can give yourself 85% and 86% raise. Ms. Dart shared her concerns regarding the increase and asked Council to vote it down. Ms. Dart also clarified the City Attorney's pay increase.

Tim Silva stated he completely disagreed with staff's recommendation for an 85% increase. He makes $50 a month on the Transportation Commission. Commissions do a lot for the community. If anyone is doing this for the money, they are in the wrong job. Living in hard times right now.

Don Penning shared he was in the military and did not do it for the money, did it to serve his country and wants to believe that the Council is doing this to serve their community. An 85% increase is a large increase. He serves on a City Commission and gets $50 a meeting. Mr. Penning asked Council to vote it down.

Burnell Shull shared her concerns regarding the pay increase and staff recommending the increase. Ms. Shull requested Council to not vote in support of this item.

An owner of multiple small businesses stated it is absurd that Council wants to increase the Council salary by 85% and 86%. The community is hurting and suggested putting the money back into the community. The residents voted Council in a position to be trusted. He donates a lot of services to the City and urged Council to rethink the increase.

A caller challenged Council to utilize the funds for safer crosswalks and illuminated crossings instead of giving themselves a raise.

Council comments followed.

Midori Lichtwardt, City Manager responded to questions.

Heather Smiddy stated she has participated on things with the Mayor over the past couple of years and is shocked as our City Council is under paid. We are so far behind other cities. Have been way too low from the start.

Council comments continued.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Bedolla to adopted **Ordinance 1351**, pursuant to Government Code, § 36516, amending Chapter 2.04.060 of the Tracy Municipal Code increasing the monthly salary of the Mayor from $1,129 to $2,100 and increasing the monthly salary of Council Members from $1,029 to $1,900. Roll call found Council Members Arriola, Bedolla and Mayor Young in favor; passed and so ordered. Council Member Evans and Mayor Pro Tem Davis opposed.

2. ITEMS FROM THE AUDIENCE – Steve Abercrombie shared his Facebook has been hacked and asked no one to send any deposits. Mr. Abercrombie announced on October 16, 2024, there will be a special presentation at Grand Theatre from 6:30 – 7:30 p.m. regarding vaping. Also doing presentations for staff tomorrow at 4:30 – 5:30 p.m. and Thursday, 4:00 – 5:00 p.m. at Tracy High School. Vaping is a big problem for high school students and sadly it is going to middle school and elementary school so encouraged people to get information.

   A resident and small business owner shared his concerns about not being able to find information in City records, downtown TCCA, Tracy Chamber regarding bids for the downtown block parties. Another issue – as a resident off Valpico Road across from Regency Homes, a 55 and older community, residents have been getting the run around between Regency Homes and Toll Brothers regarding a contract which states if wells went dry 100% of the cost would be paid for. They had to pay $30,000 to dig a road up to bring in water. Now they want to take property line and no one can justify 18 inches of property line being taken for City access, easements and asked Council to look into it and inform the residents of Valpico.

   Rosario Arulappan stated the Ellis development still has no school which has been pending for eight years. Have raised concerns so many times but nothing happens. Tried to reach the Jefferson Board, but no response. There are 850 families living in Ellis there and the signal at Corral Hollow is always an issue due to a lot of traffic. Surland made promises and sold all the houses. The school is mandatory. Want the City to take over and move things forward and shared concerns regarding delays.

   Robert Tanner shared his concerns regarding Council approving a salary increase for City Council in agenda item 1.F.

   Cherie McKay stated being a full-time volunteer, people that get involved with the community are people that do not get paid, they love their city and thanked Mayor Pro Tem Davis for helping her with the soccer fields, is a true cheerleader for Tracy soccer. No one listens to her from Parks and Recreation. After 20 years of doing fields for all leagues, this is the worst. Can't grow because of restrictions.

   Tim Silva stated he was disappointed with the vote for 85% pay raise for Council. This is how democracy works. Have to be respectful whether we like it or not. Would like to see commissions get a raise. Don't we want quality commissions as well. Commissions are an intricate part of the process. Mr. Silva announced on October 26 from 2:00 – 5:00 p.m. there will be a Halloween event at the Airport and invited everyone.

   Burnell Shull shared concerns regarding Council approving the 85% salary increase. It is a disgrace to our City and to people who are struggling to make it day by day.

3. REGULAR AGENDA

3.A. Staff recommends that the City Council adopt a Resolution approving annexation of property into "Improvement Area No. 3 of the City of Tracy Community Facilities District No. 2016-1 (Tracy Hills)" and confirming, ordering and directing other related matters.

Sara Castro, Finance Director provided the staff report.

Mike Souza, Tracy Hills shared information regarding how the CFD was put together and how new development pays its way.

Council comments and questions followed.

Karin Schnaider, Assistant City Manager responded to questions.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Bedolla to adopt **Resolution 2024-187** approving annexation of property into "Improvement Area No. 3 of the City of Tracy Community Facilities District No. 2016-1 (Tracy Hills)" and confirming, ordering and directing other related matters. Roll call found all in favor; passed and so ordered.

3.B. Staff recommends that the City Council receive an informational report on the fiscal health of the City of Tracy Consolidated Landscape Maintenance District.

Brian MacDonald, Parks and Recreation Director provided the staff report and responded to questions.

Council questions and comments followed.

City Council received the informational report on the fiscal health of the Tracy Consolidated Landscape Maintenance District.

Tim Silva supported funding recommendations. Parks are utilized by the community. Parks and Recreation does a great job with the funds they have already, at bottom of funding mechanism unfortunately. Certain parks have not had the same attention as others. Need to look at parks as an asset to our community.

Council shared what they would like to see in the future regarding City parks.

Arturo Sanchez, Assistant City Manager suggested that staff go out to the community first, take their pulse and get assessment of their needs, come back with data and cost with what a minimum repair would look like, what the repair of the LMD's would look like through reassessments or reallocation of monies and then what are we going to do with our General Fund maintained parks. That would be the scope of the report that would come back.

Council comments continued.

Mr. MacDonald suggested utilizing the Parks Commission also to be a sounding board, getting out into the community, recommended doing workshops out at the

parks, and having discussions on maintenance as well, that we have staff available to maintain them or we are back in the same position in the future.

Midori Lichtwardt, City Manager clarified this would be rolled into Council's priorities and brought before Council to decide what direction Council would like to go because this is going to reset some of the priorities Council has already set for staff. Would be brought back to Council timed to the budget so Council can see in totality how any changes made to the funding or reappropriations affect overall budget, so would come back in Spring.

Mr. MacDonald added things are already moving forward. A lot of information asked for tonight is in our Master Plan, we have already done the work. Need to dust it off and get back in the community. It would be best to come back in Spring. Need time to put together and give good recommendations.

Council received the informational report.

3.C. Staff recommends that the City Council receive an informational report on the findings and recommendations of the City of Tracy Communication Strategy study conducted through the Bloomberg Harvard City Leadership Initiative.

Norbert Ruijling, Chief Innovation Officer introduced Jordan Weatherl, Bloomberg City Leadership Harvard Fellow who presented the staff report and responded to questions.

Council questions and comments followed.

Tim Silva stated it was refreshing that the City is looking to better communications with the public. Should utilize social media to get the word about what is happening in the City. The public supports this, it is a great idea.

Robert Tanner stated Tracy doesn't know what is going on, need better communication. Maybe nonprofits events should also be announced through City Hall. Get information out to citizens.

Council comments followed.

City Council provided input and received informational report on the City of Tracy Communication Strategy study.

3.D Staff recommends that the City Council receive information and provide direction on adding a bus route within the Tracy Hills' subdivision to accommodate the bell schedule for the Corral Hollow Elementary School.

Ed Lovell, Transit Manager provided the staff report.

Council comments and questions followed.

Robert Tanner stated he faulted Jefferson School District for having this problem. They knew the school was being built. The City is currently doing it for other schools, may as well do it for Corral Hollow Elementary School. Suggested staff convince Jefferson School District to reimburse the cost, if not, get this done.

Rosario Arulappan spoke about Tracy Hills having one entry and exit, narrow roads and bringing the bus can reduce traffic on the road. In Tracy Hills the school is at the beginning of the subdivision and spoke about issues with residents hitting the roads in the morning going to school or to work. Jefferson School District is problematic, and asked why they can't have the school bus and school in Ellis. The City should have planned properly.

A Tracy Hills resident stated during the bell hour there are more than 100 families in their cars trying to get their kids to school and are using the same round about as those trying to get out of Tracy Hills. The way it was built is a big mistake and supported the Tracy bus because the number of cars on the road would be reduced so people can get to work.

A resident shared concerns regarding the traffic issues at Jefferson School. It is heavy traffic in the morning. That road also needs to be taken care of and suggested making two lanes at Jefferson School.

Tim Silva stated he was sympathetic to children at Jefferson School. Big distinction between public and school bus. The City of Tracy runs a public bus. Members of the public can't just jump on a school bus but can on a public bus. We are not responsible for transporting children to and from schools, it is the school's responsibility. Asking our public transportation is beyond our scope, not guaranteeing to get kids to school on time as we are public transportation. Would like to see Jefferson be able to accommodate them.

Alice English stated she feels terrible for families in Tracy Hills and encouraged this Council to help the residents in Tracy Hills, it was no fault of the residents. There is still an overflow. Get Jefferson and Tracy Hills to pay for it.

Council comments followed.

Midori Lichtwardt, City Manager suggested a motion to add a bus route with a duration to be at least through the end of this current school year and direct staff to continue to work with the School District and Tracy Hills to figure out some long term solutions and potentially have them fund the free passes for parents or something like that. Ms. Lichtwardt summarized Council's consensus: adding bus route and pilot program through end of the school year. Would like staff to continue to work with Tracy Hills and the School District to help offset the $12,000 estimated cost.

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Bedolla to direct staff to add a pilot bus route going to Corral Hollow School, that neighborhood to coincide with the Corral Hollow bell schedule through the end of this school year and continue to work with Jefferson School District and Tracy Hills to come up with a long-term plan for transportation in that area. Roll call found all in favor; passed and so ordered.

3.E <u>Adopt one of two Resolutions replacing the City Council Policy on Filling City Council Vacancies with a new policy that requires all vacancies, regardless of when occurring during a term, to be appointed based on the next highest vote-getter at either (A) the last most recent General Municipal Election, or, alternatively, (B) the General Municipal Election through which the vacant seat was originally filled.</u>

Bijal Patel, City Attorney provided the staff report.

Council comments and questions followed.

Pat Howell stated to fill a vacated Council seat should be chosen by the most reasonable democratic process, that means the position should be filled by voters' choice not Council or staff. Should be by the result of the most current election, and is in favor of Policy A.

Robert Tanner stated each General Election would have a third person. Should be taking this as the third person with the most votes. It saves time. Vote for whoever was the third vote.

Tim Silva stated the people should be the ones who speak on who fills a vacated seat and liked Policy A because it has a timeline. Recommended moving forward with A.

Alice English stated the Grand Jury recommended going with the third highest vote and favored Option A.

Council comments and questions continued.

ACTION: Motion was made by Council Member Evans and seconded by Mayor Pro Tem Davis to adopt **Resolution 2024-188** replacing the City Council Policy on Filling City Council Vacancies with a new policy that requires all vacancies, regardless of when occurring during a term, to be appointed based on the General Municipal Election through the most recent General Municipal Election creating the vacancy. Roll call found all in favor; passed and so ordered.

3.F (1) Accepting the following in accordance with the City's Donation & Gift Policy adopted by Resolution 2021-108:
(A) A donation of a historical display entitled "Tracy's Leadership History" from Mayor Nancy D. Young; and
(B) Monetary gift in the amount of $2,000 from Good Samaritan, Inc. to cover the cost of installation of the historical display in the City Hall foyer; and
(2) Approving the execution of a General Services Agreement (GSA) with 7 Thunder Productions LLC Doing Business As Signarama in the amount of $2,000 for the installation of the historical display and authorizing the City Manager to execute the GSA; and (3) Appropriating the donated funds for the GSA

Arturo Sanchez, Assistant City Manager provided the staff report.

Robert Tanner stated the Mayor should not be voting on this item as she is the one that is putting it forward and should abstain from the vote.

Council comments and questions followed.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Davis to adopt **Resolution 2024-189**:
1) Accepting the following in accordance with the City's Donation & Gift Policy adopted by Resolution 2021-108:
A) A donation of a historical display entitled "Tracy's Leadership History" from Mayor Nancy D. Young; and

B) A monetary gift from Good Samaritan, Inc. in the amount of $2,000 to cover the cost of installation of the historical display in the City Hall foyer; and

C) Approving the execution of a General Services Agreement (GSA) with 7 Thunder Productions LLC., Doing Business As Signarama in the amount of $2,000 for the installation of the historical display and authorizing the City Manager to execute the GSA.

2) Approving the execution of a General Service Agreement (GSA) with 7 Thunder Productions LLC., Doing Business as Signarama in the amount of $2,000 for the installation of the historical display and authorizing the City Manager to execute it; and 3) Appropriating the donated funds for the GSA.

Roll call found Council Members Arriola, Bedolla, Evans and Mayor Pro Tem Davis in favor; passed and so ordered. Mayor Young abstained.

4. ITEMS FROM THE AUDIENCE – None

5. STAFF ITEMS – Midori Lichtwardt, City Manager announced the following:
   - November 5, 2024, Council meeting has been cancelled.
   - Arbor Day tree planting event on October 19, 2024. Registration begins at 8:30 a.m. and trees will be planted around Ritter Ball Park along Bessie Avenue.
   - Halloween Event – Downtown Tracy Candy Crawl on October 19, 2024, at 2:00 p.m.
   - Movies at The Grand – Hocus Pocus at the Grand Theatre on October 5, 2024, at 7:00 p.m.
   - Halloween at the Airport on October 26, 2024, at 2:00 p.m.
   - BMX Pump Track community meeting – join Parks Department to choose the elements at the new Clyde Bland Park BMX Pump Track. Meeting #1 will be on October 28, 2024, at 6:00 p.m. at Tracy Community Center and meeting #2 will be on November 7, 2024, at 7:00 p.m. in Council Chambers.

   Bijal Patel, City Attorney provided a response to Council Member Arriola's question regarding how a Mayor's vacated seat is filled stating a member of the Council and by vote of the Council would pick one Council Member to serve and the vacancy that is created would be filled by the other process.

6. COUNCIL ITEMS – Mayor Young stated on October 5, 2024, she had fun judging the rib contest. Mayor Young also attended the annual Garba and Dandiya Celebration at Mountain House and ran into City Attorney.

   Mayor Young requested a budget augmentation item to close out last fiscal year. Council Member Arriola seconded but was unclear what Mayor Young was asking.

   Midori Lichtwardt, City Manager confirmed with the Mayor that the item she was referring to was her travel budget to be brought back for discussion and stated it is not allowed under Rosenberg's Rules. The item is not timely. It has to be asked for during the time it is discussed and the only people who can ask to bring back for reconsideration are those within the majority. In that case there were only four Council Members present and it was a two-two vote.

   Mayor Young stated the letter submitted to City Manager and City Attorney is new information. It is not a reconsideration of an item.

Bijal Patel, City Attorney responded she believed it was the item that was considered before which was that the Mayor was over budget and there was a request to increase her budget to allow the additional expenses to be covered so this is the same item. In Rosenberg's Rules the whole point is to have finality of items so there is not repetition of bringing items back.

Mayor Young responded this happened after and she has not received an answer back to the legality of travel after going to meetings as all these things happened after the fact. It was hypothetical when we considered the item versus the reality of things that were spent and now having the bill.

Ms. Patel asked if the Mayor was asking about a legal question posed related to travel by employees under state law. Ms. Patel stated she did look at that, and apologized for not responding. The answer is that it is not mandatory travel, each Council Member has discretion on how they use their travel. There is nothing that mandates any Council Member to go to any specific conference or event.

Mayor Young responded it was meetings from February and she was assigned to different boards in January. At that particular point of time, there was no budget to go to any of her meetings all the way to July and that is a problem.

Ms. Patel responded it does not fall under the state law related to that because you did do conferences or out of state events, and those are not mandatory, the City is not requiring you to do those. It is up to the Mayor's discretion as to which of those she decided to do in relation to other things. There is no legal issue with this on that. It is a policy question for Council as to what your budget is and whether or not it should be augmented. Ms. Patel stated it is the same question and would say it is a motion for reconsideration.

Mayor Young referred to the timing when brought to Council and not having the full information of what still needed to happen and the actual amount. Important to look at the whole thing and not hypothetically.

Ms. Patel stated she thought the item was in May or June and at that point the Mayor knew there were certain expenses that were going to be incurred or had been incurred that would push her over the budget and that is why an augmentation was needed. Ms. Lichtwardt confirmed the Mayor's travel budget increase request staff report was May 21, 2024.

Mayor Young stated it is one thing for her to have spent almost $1,800 and another thing entirely to get a bill from the City that she owes $300 and for that she is disputing.

Ms. Lichtwardt stated this was our first cycle for this process and it takes 45-60 days for our accounts payable to catch up. When Council goes to trainings, travel requests get put into the system. Most of the Mayor's travel happened in that 2nd half of the year – January, February, March, April. Staff notified the Mayor in February and March that based on the travel she would be taking it would run up against her budget and it wasn't until May that it got close to the budget, and it was after the fiscal year that staff was able to get the final totals. There are a number of reimbursements that were submitted that staff was not able to process because the Mayor was already over her $30,000 budget. The policy states that the City Manager does not have the authority to pay anything in excess of what the Council has approved and that is when the Mayor asked for it to be brought back to Council.

Mayor Young stated legally it is something within the state that still should have reimbursement when it has to do with meetings. It is a policy thing and is only fair to have all the information and not hypothetically.

Ms. Patel offered for Council to consider the process. Under Rosenberg's Rules there are two criteria – the first one is that it has to be timely but there is an opportunity for the Council body by 2/3rds vote to overrule that. If Council decides that this, even though a motion for reconsideration wasn't made at that meeting you can overrule that. The other criteria is that only a member of the majority can make a motion. Because it was a tie, under Rosenberg's Rules a tie is considered a fail. Mayor Young and Council Member Arriola were a minority vote. It would have to be the other two Council Members to make this motion and would have to do a 2/3rds vote to overrule the timeliness issue.

Mayor Young responded her ask is to look at the numbers and what was incurred and what is asked of her to pay out and consider that. Whoever sits in this seat will have a lot of meetings only Mayor's can do. The policy shouldn't count in the travel budget for meetings Council is assigned to.

Ms. Lichtwardt added the current budget does include all travel including mileage reimbursements, plane tickets, Ubers etc. and stated the Mayor understood it to not include local mileage, and her understanding was $30,000 would be in addition to mileage to Stockton etc. The way the current language is interpreted includes all of that is part of travel, lumped into that one bucket. $20,000 for Council Members and $30,000 for Mayor.

Mayor Young stated as it stands now it would be that for her position, she would be able to go to local meetings and not be able to travel outside and not be able to go to the equivalent that the rest go to.

Mayor Pro Tem Davis and Council Member Evans left the dais at 11:57 p.m.

7. ADJOURNMENT: Time: 11:58 p.m.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Bedolla to adjourn. Roll call found Council Members Arriola, Bedolla, and Mayor Young in favor; passed and so ordered. Council Member Evans and Mayor Pro Tem Davis absent.

The above agenda was posted at the Tracy City Hall on October 11, 2024. The above are action minutes. A recording is available at the office of the City Clerk.

_____
Mayor

ATTEST:

_____
City Clerk

November 19, 2024

Agenda Item 1.B

RECOMMENDATION

The Tracy Finance Committee recommend that the City Council adopt a Resolution:
1) Amending the City's Operating and Capital Budget for the Fiscal Year (FY) ending June 30, 2025 to reflect actual expenses and revenues and requested augmentations to fund various departmental needs;
2) Authorizing the Budget Officer to amend the City's position control roster for FY 2024-25, and
3) Authorizing amendments to the Master Salary Schedule.

EXECUTIVE SUMMARY

On June 25, 2024, Council adopted the Fiscal Year (FY) 2024-25 Operating and Capital Budget (FY 2024-25 Budget). This report provides an update of the City's current financial performance, for First Quarter (Q1), through September 30, 2024. In addition, the report serves as a financial summary identifying Q1 General Fund revenue and expenditure actuals with minor amendments to the FY 2024-25 Budget. Funds that had been encumbered and were planned in the FY 2023-24 budget but will be completed in FY 2024-25 are being requested to be re-appropriated to the FY 2024-25 budget. The items were approved as part of GASB 54 that was included in the FY 2024-25 budget adoption.

BACKGROUND

Quarterly, staff prepares a report to the City Council on the year-to-date revenues and expenditures as compared to the amended budget. This report provides an update and summary of the City's current financial performance, for FY 2024-25 First Quarter (Q1) through September 30, 2024, and requests that the City Council amend revenue and expenditures for the FY 2024-25 Budget to reflect Q1 actuals.

At the beginning of each new fiscal year items that were either underway, postponed or otherwise delayed from the prior fiscal year are re-appropriated into the current year's operating budget. Funds that had been encumbered and were planned in the FY 2023-24 budget but will be completed in FY 2024-25 are being requested to be re-appropriated to the FY 2024-25 budget.

ANALYSIS

As of September 30, 2024, the General Fund expenditures are approximately 20% of the approved operating budget. General Fund revenues collected in Q1 (as of September 30, 2024), reflect approximately 10% of estimated revenues. City revenues tend to lag a quarter behind, and many revenues will appear low or zero as a result. For example, General Fund revenues in Property Tax, as well as VLF/Property Tax, are distributed in December and April and will appear in the second and fourth quarter reports. The City's Sales Tax are one-quarter in arrears and will appear after the second quarter, and first quarter collections represent advances from the State based on prior year collections, not necessarily actual collection by the State.

The chart below reviews year-to-date revenues and expenditures as compared to the amended budget as of September 30, 2024 (First Quarter-Q1). For comparison, FY 2023-24 Q1 actuals are also provided.

FY 2024-25 General Fund Budget to Actuals

REVENUES (in thousands)	FY 23/24 Actual Q1	FY 24/25 Adopted	FY 24/25 Amended	FY 24/25 Actual Q1	% of Budget
Property Tax	$ -	$ 34,104	$ 34,104	$ -	*0%*
Sales Tax	5,197	66,172	66,172	6,179	*9%*
Sales Tax Measure V	955	12,026	12,026	944	*8%*
Other Taxes	3,073	2,500	2,500	903	*36%*
Other Revenues	5,847	23,407	23,417	6,309	*27%*
Total Revenues	**$ 15,072**	**$ 138,209**	**$ 138,219**	**$ 14,335**	*10%*
EXPENDITURES (in thousands)					
Personnel	$ 12,938	$ 61,538	$ 61,538	$ 15,386	*25%*
Contracted Services	7,108	32,224	32,517	7,514	*23%*
Supplies & Equipment	530	3,489	3,506	383	*11%*
Utilities	713	2,269	2,301	762	*33%*
Internal Service Charges	3,058	14,917	14,917	3,591	*24%*
Other Payments	83	690	690	46	*7%*
Capital	468	-	309	129	*42%*
Net Transfers In/(Out)	1,653	22,436	22,450	407	*2%*
Total Expenditures	**$ 26,551**	**$ 137,563**	**$ 138,228**	**$ 28,218**	*20%*

The Other Taxes revenue category includes Cannabis, Business License and Transient Occupancy Taxes (TOT). The chart below reviews year-to-date revenues as compared to the amended budget as of September 30, 2024 (First Quarter-Q1). For comparison, FY 2023-24 Q1 actuals are also provided.

REVENUES (in thousands)	FY 23/24 Actual Q1	FY 24/25 Adopted	FY 24/25 Amended	FY 24/25 Actual Q1	% of Budget
Business License Tax*	$ 2,664	$ -	$ -	$ 522	
Cannabis Tax	34	500	500	240	48%
Transient Lodging Tax	375	2,000	2,000	141	7%
	$ 3,073	**$ 2,500**	**$ 2,500**	**$ 903**	36%

*Business License Tax – Updated rates were recently approved by Council, once renewals have been processed the revenues will be amended with the 2nd Quarter Budget Update.

The Other Revenues category includes:

- Charges for Services - Recreation & Arts Program Fees, Right of Way Maintenance Fees (Water/Wastewater) and Central Administration Services
- Contributions
- Fines and Forfeitures – Citations, Fines & Penalties
- Licenses and Permits - PD & Animal Services and Franchise Fees
- Other Revenues
- Revenues from Other Agencies – State/County Grants (PD)
- Special Assessments
- Use of Money – Interest Earnings (Quarterly Allocation across funds)

The chart below reviews year-to-date revenues as compared to the amended budget as of September 30, 2024 (First Quarter-Q1). For comparison, FY 2023-24 Q1 actuals are also provided.

REVENUES (in thousands)	**FY 23/24 Actual Q1**	**FY 24/25 Adopted**	**FY 24/25 Amended**	**FY 24/25 Actual Q1**	***% of Budget***
Charges for Services	$ 2,703	$ 13,882	$ 13,882	$ 1,155	8%
Contributions	58	75	75	121	161%
Fines and Forfeitures	12	170	170	13	8%
Licenses and Permits	667	4,704	4,704	690	15%
Other Revenues	343	295	295	220	75%
Revenues From Other Agencies	214	2,280	2,290	-	0%
Use of Money	1,850	2,000	2,000	4,110	206%
	$ 5,847	**$ 23,406**	**$ 23,416**	**$ 6,309**	27%

FY 2024-25 First Quarter (Q1) Operating Budget Augmentations

The following table is a summary of all recommended Q1 budget augmentations for FY 2024-25. They are listed by department, with General and Non-General fund totals separated, and categorized as one time or on-going expenses.

Department	Description	General Fund	Other Fund	On Going	One Time
Community & Economic Development	Contract Services		266,397	266,397	
Human Resources	Contract Services		(656,763)	(656,763)	
IT	Operational Supplies		100,000	100,000	
Non-Departmental	SSJCFA	412,863		412,863	
Police	(1) Personnel, Capital	192,688		97,688	95,000
Parks, Recreation & Community Services	Contract Services & Operational Supplies		78,500		78,500
Public Works	(2) Personnel, Supplies, & Capital	287,693	646,703	490,893	443,503
	Total:	**893,244**	**434,837**	**711,078**	**617,003**

The following table is a summary of all recommended Q1 budget augmentations for FY 2024-25. They are listed by department, with General and Non-General fund totals separated, and categorized as one time or on-going revenues.

Department	Description	General Fund	Other Fund	On Going	One Time
Human Resources	Contract Services	467,125	189,638	656,763	
	Total:	**467,125**	**189,638**	**656,763**	**-**

Department Augmentations

- Community & Economic Development
  - The Planning Division is requesting an on-going increase to contract services for consultant services to assist with the Tracy Housing Element.

Division	Description	Funding Source	On Going	One Time
Planning	Contract Services	Planning Fees	266,397	
		Total:	**266,397**	**-**

- Human Resources
  - The City is a member of the Central San Joaquin Valley Risk Management Authority (CSJVRMA) and participate in various programs. Annually the City utilizes the proposed budget to calculate the allocations to be charged to each department and fund. The CSJVRMA's final budget was adopted after the City's and there was an overall decrease in expense from the Risk Internal Service Fund. Internal Service Funds charge for their services to all departments. With this reduction it resulted in a reduction of expense across multiple funds, with the majority of being General Fund.

Division	Description	Funding Source	On Going	One Time
Risk Management	Contract Services	Internal Service Risk Fund	(656,763)	
Various	Internal Service Charge	General Fund	467,125	
Various	Internal Service Charge	Various Other Funds	189,638	
		Total:	**-**	**-**

- Innovation and Technology
  - Channel 26 is requesting an on-going increase for supplies and equipment to support their media services.

Division	Description	Funding Source	On Going	One Time
Channel 26	Operational Supplies	Special Revenue – Ch 26	100,000	
		Total:	**100,000**	**-**

- Non-Departmental
  - An increase is being requested to account for the SSJCFA FY 2025 final budget. This is for the proposed implementation of a Surge Ambulance approved by City Council July 2, 2024.

Division	Description	Funding Source	On Going	One Time
Non - Departmental	Contract Services	General Fund	412,863	
		Total:	**412,863**	**-**

- Police Department
  - The Police Department had requested to add (1) Police Officer for the FY 2024-25 proposed budget, assigned as a School Resource Officer (SRO) partnering with Jefferson School District. Through this partnership the district will be providing for 50% of the personnel costs.

    The position had been deferred, as reductions were made towards increasing General Fund services as outlined in the Fiscal Sustainably Strategies. The City Council at the June 25th Adoption re-prioritized this funding, which allowed for adding back in some of the reductions, which includes this request to fund this additional SRO. The request for augmentation covers half the year, as the position will not be filled until after January 1.

Division	Description	Funding Source	On Going	One Time
Operations	(1) Police Officer - SRO	General Fund	91,188	
Operations	(1) Vehicle - SRO	General Fund	6,500	95,000
		Total:	**97,688**	**95,000**

- Parks, Recreation & Community Services
    - The Parks Maintenance Division is requesting one-time funding for plant replacement and tree trimming that had not been anticipated for in the FY 2025 Budget.

Division	Description	Funding Source	On Going	One Time
Parks Maintenance	Contract Services & Supplies	City Wide CFD		63,300
Parks Maintenance	Contract Services	Ellis CFD		15,200
		Total:	**-**	**78,500**

- Public Works
    - The Internal Maintenance Division had requested (2) Building Maintenance Worker positions to be added to the FY 2025-25 Budget to address the increased depend on preventative maintenance on City facilities. These positions had been deferred, as reductions were made towards increasing General Fund services as outlined in the Fiscal Sustainably Strategies. The City Council at the June 25th Adoption re-prioritized this funding, which allowed for adding back in some of the reductions, which includes this request to fund these positions. The request for augmentation covers half the year, as the position will not be filled until after January 1.
      This also includes one-time funding for vehicles for the personnel.

    - The Utility Line Maintenance Division is requesting on-going increase towards contract services towards channel way clean-ups. And one-time funds to purchase two (2) trucks for positions that had been added in prior fiscal years.

    - Utilities is requesting one-time funding to purchase two (2) vehicles for positions that had been added in prior fiscal years.

    - The Transit Division is requesting one-time funding for operational supplies for additional storage capacity for the Tracer Bus cameras, and to purchase a vehicle.

Division	Description	Funding Source	On Going	One Time
Internal Maintenance	(2) Building Maintenance Workers	General Fund/Building Maintenance	137,693	
Internal Maintenance	(2) Trucks - Building Maintenance	General Fund/Building Maintenance	8,200	175,503
Utility Line Maintenance	Contract Services	General Fund	150,000	
Utility Line Maintenance	(2) Truck's	Water/Wastewater Fund (50/50)	105,000	95,000
Utilities	(2) Vehicle's	Water/Wastewater Fund (50/50)	86,000	66,000
Transit	Operational Supplies	Transit Fund		50,000
Transit	(1) Replacement Transit Vehicle	Transit Fund	4,000	57,000
		Total:	**490,893**	**443,503**

Non-Budgetary-Personnel Amendments:

Staff is making the following recommendations to amend FY 2024-25 Position Control Roster, which are the approved positions that are included in the adopted operating budget; however, the requests do not require a budget augmentation:

(1) Senior Maintenance Worker – The Parks, Recreation & Community Services Department is requesting to delete (1) Vacant Maintenance Worker II and re-allocate funding to add (1) Senior Maintenance Worker to support the Landscape Maintenance Districts. This item does not require a budget augmentation.

Master Salary Schedule Amendments

Staff is recommending the following amendments to the Master Salary Schedule (Attachment A):

(1) 3.5 % Salary adjustment for Limited-Service Employees (LSE) effective October 6, 2024. This is the second year of the approved adjustment, previously approved City Council September 19, 2023 (Resolution 2023-191).

(2) Clerical error to the Director of Finance's annual salary incorrectly posted as $232,281.47, not $232,281.42.

FY 2024-25 First Quarter (Q1) Capital Improvement Project (CIP) Augmentations

Staff is making the following recommendation to increase the budget and appropriate additional funds for the following CIPs to complete the projects:

CIP Augmentations		
CIP	**Budget**	**Fund**
75126 - Media Filter Replacements	514,472	511 - Water Reserves
75155 - Up flow Clarifier Rehab	283,309	511 - Water Reserves

Staff is making the following recommendations to correct the funding, no additional appropriations are being requested, for the following CIPs:

CIP Funding Adjustments		
CIP	**Budget**	**Fund**
73201 - Citywide Systemic Safety Enhancements	(941,200)	245 - Gas Tax
	941,200	242 - Measure K
77586 - Transit Maintenance & Storage Yard (Land Acquisition)	(2,319,682)	573 - Transit Capital
	2,319,682	241 - TDA

FISCAL IMPACT

Quarterly, staff prepares a report to the City Council on the year-to-date revenues and expenditures as compared to the amended budget as of September 30, 2024 (First Quarter Q1). Staff is recommending amendments to the City Operating and Capital Budget for FY 2024-25. The FY 2024-25 proposed budget appropriations of $893k General Fund and $435k from other funds. In addition, the FY 2024-25 budget has been amended by $31.5 million for carryover projects that were either underway, postponed, or otherwise delayed into FY 2024-25.

SUMMARY OF NEW BUDGET AUGMENTATIONS FOR (Q1) FY 2024-25

Department	Description	General Fund	Other Fund	On Going	One Time
Community & Economic Development	Contract Services		266,397	266,397	
Human Resources	Contract Services		(656,763)	(656,763)	
IT	Operational Supplies		100,000	100,000	
Non-Departmental	SSJCFA	412,863		412,863	
Police	(1) Personnel, Capital	192,688		97,688	95,000
Parks, Recreation & Community Services	Contract Services & Operational Supplies		78,500		78,500
Public Works	(2) Personnel, Supplies, & Capital	287,693	646,703	490,893	443,503
	Total:	**893,244**	**434,837**	**711,078**	**617,003**

CIP Augmentations		
CIP	**Budget**	**Fund**
75126 - Media Filter Replacements	514,472	511 - Water Reserves
75155 - Up flow Clarifier Rehab	283,309	511 - Water Reserves

CIP Funding Adjustments		
CIP	**Budget**	**Fund**
73201 - Citywide Systemic Safety Enhancements	(941,200)	245 - Gas Tax
	941,200	242 - Measure K
77586 - Transit Maintenance & Storage Yard (Land Acquisition)	(2,319,682)	573 - Transit Capital
	2,319,682	241 - TDA

Summary of Prior Carryovers	
Fund Name	**Amount**
General Fund	642,229
Building Fees	12,310
Planning Fees	172,421
Engineering Fees	157,039
Gas Tax	4,124,285
Special Revenue	6,303,422
General Fund Capital	9,795,976
Capital	1,002,727
Internal Services	822,801
Airport	133,127
Transit	2,163
Solid Waste	205
Storm Drain	7,515
Water	471,104
Wastewater	7,880,522
Grand Total	**31,527,846**

STRATEGIC PLAN

This agenda item supports the City's Governance Strategic Priority, with Goal 2: Ensure short and long-term fiscal health.

ACTION REQUESTED OF THE CITY COUNCIL

The Tracy Finance Committee recommend that the City Council 1) adopt a resolution amending the City's Operating and Capital Budget for the Fiscal Year (FY) ending June 30, 2025 to reflect actual expenses and revenues and requested augmentations to fund various departmental needs, 2) authorize the Budget Officer to amend the City's position control roster for FY 2024-25, and 3) authorize amendments to the Master Salary Schedule.

Prepared by: Felicia Galindo, Budget Officer

Reviewed by: Sara Castro, Director of Finance
Bijal Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments:

Attachment A: Master Salary Schedule Effective 10/06/2024

Effective 10/06/2024

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4112	Account Clerk	TTSSEA	A	2,331.63	5,051.87	60,622.38	29.1454
			B	2,448.22	5,304.48	63,653.72	30.6028
			C	2,570.62	5,569.68	66,836.12	32.1328
			D	2,699.16	5,848.18	70,178.16	33.7395
			E	2,834.12	6,140.59	73,687.12	35.4265
3106	Accountant*	TMMBU	A	3,665.88	7,942.74	95,312.88	45.8235
			B	3,849.18	8,339.89	100,078.68	48.1148
			C	4,041.63	8,756.87	105,082.38	50.5204
			D	4,243.70	9,194.68	110,336.20	53.0463
			E	4,455.89	9,654.43	115,853.14	55.6986
2520	Accounting Manager*	CONF	A	5,299.61	11,482.49	137,789.86	66.2451
			B	5,564.59	12,056.61	144,679.34	69.5574
			C	5,842.83	12,659.47	151,913.58	73.0354
			D	6,134.98	13,292.46	159,509.48	76.6873
			E	6,441.75	13,957.13	167,485.50	80.5219
4201	Accounting Technician	TTSSEA	A	2,867.45	6,212.81	74,553.70	35.8431
			B	3,010.84	6,523.49	78,281.84	37.6355
			C	3,161.37	6,849.64	82,195.62	39.5171
			D	3,319.45	7,192.14	86,305.70	41.4931
			E	3,485.44	7,551.79	90,621.44	43.5680
4102	Administrative Assistant	TTSSEA	A	2,321.32	5,029.53	60,354.32	29.0165
			B	2,437.37	5,280.97	63,371.62	30.4671
			C	2,559.25	5,545.04	66,540.50	31.9906
			D	2,687.20	5,822.27	69,867.20	33.5900
			E	2,821.55	6,113.36	73,360.30	35.2694
8102	Administrative Assistant - Confidential	CONF	A	2,378.88	5,154.24	61,850.88	29.7360
			B	2,497.81	5,411.92	64,943.06	31.2226
			C	2,622.70	5,682.52	68,190.20	32.7838
			D	2,753.86	5,966.70	71,600.36	34.4233
			E	2,891.53	6,264.98	75,179.78	36.1441
4107	Administrative Technician	TTSSEA	A	2,867.45	6,212.81	74,553.70	35.8431
			B	3,010.84	6,523.49	78,281.84	37.6355
			C	3,161.37	6,849.64	82,195.62	39.5171
			D	3,319.45	7,192.14	86,305.70	41.4931
			E	3,485.44	7,551.79	90,621.44	43.5680
3510	Airport Manager*	TMMBU	A	3,721.16	8,062.51	96,750.16	46.5145
			B	3,907.20	8,465.60	101,587.20	48.8400
			C	4,102.55	8,888.86	106,666.30	51.2819
			D	4,307.67	9,333.29	111,999.42	53.8459
			E	4,523.05	9,799.94	117,599.30	56.5381
5522	Animal Services Aide	TEAMSTERS	A	1,591.15	3,447.49	41,369.90	19.8894
			B	1,670.71	3,619.87	43,438.46	20.8839
			C	1,754.26	3,800.90	45,610.76	21.9283
			D	1,841.96	3,990.91	47,890.96	23.0245
			E	1,934.05	4,190.44	50,285.30	24.1756
3620	Animal Services Manager*	TMMBU	A	3,997.31	8,660.84	103,930.06	49.9664
			B	4,197.18	9,093.89	109,126.68	52.4648
			C	4,407.05	9,548.61	114,583.30	55.0881
			D	4,627.39	10,026.01	120,312.14	57.8424
			E	4,858.77	10,527.34	126,328.02	60.7346
5521	Animal Services Officer I	TEAMSTERS	A	2,214.57	4,798.24	57,578.82	27.6821
			B	2,325.26	5,038.06	60,456.76	29.0658
			C	2,441.51	5,289.94	63,479.26	30.5189
			D	2,563.59	5,554.45	66,653.34	32.0449
			E	2,691.80	5,832.23	69,986.80	33.6475

Employees marked with an * (asterisk) are salaried

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5523	Animal Services Officer II	TEAMSTERS	A	2,436.51	5,279.11	63,349.26	30.4564
			B	2,558.32	5,543.03	66,516.32	31.9790
			C	2,686.27	5,820.25	69,843.02	33.5784
			D	2,820.57	6,111.24	73,334.82	35.2571
			E	2,961.61	6,416.82	77,001.86	37.0201
3621	Animal Services Supervisor	TMMBU NON EXEMPT	A	2,961.90	6,417.45	77,009.40	37.0238
			B	3,110.00	6,738.33	80,860.00	38.8750
			C	3,265.49	7,075.23	84,902.74	40.8186
			D	3,428.77	7,429.00	89,148.02	42.8596
			E	3,600.21	7,800.46	93,605.46	45.0026
2573	Assistant City Attorney*	CONF	A	6,746.66	14,617.76	175,413.16	84.3333
			B	7,083.97	15,348.60	184,183.22	88.5496
			C	7,438.18	16,116.06	193,392.68	92.9773
			D	7,810.09	16,921.86	203,062.34	97.6261
			E	8,200.58	17,767.92	213,215.08	102.5073
3338	Assistant City Engineer*	TMMBU	A	5,680.92	12,308.66	147,703.92	71.0115
			B	5,979.92	12,956.49	155,477.92	74.7490
			C	6,294.65	13,638.41	163,660.90	78.6831
			D	6,625.96	14,356.25	172,274.96	82.8245
			E	6,974.68	15,111.81	181,341.68	87.1835
1502	Assistant City Manager*	DH	Min	9,827.29	21,292.46	255,509.54	122.8411
			Max	10,539.63	22,835.87	274,030.44	131.7454
2682	Assistant Director DES*	CONF	A	6,443.48	13,960.87	167,530.48	80.5435
			B	6,765.64	14,658.89	175,906.64	84.5705
			C	7,103.92	15,391.83	184,701.92	88.7990
			D	7,459.10	16,161.38	193,936.60	93.2388
			E	7,832.06	16,969.46	203,633.56	97.9008
2635	Assistant Director Operations*	CONF	A	6,443.48	13,960.87	167,530.48	80.5435
			B	6,765.64	14,658.89	175,906.64	84.5705
			C	7,103.92	15,391.83	184,701.92	88.7990
			D	7,459.10	16,161.38	193,936.60	93.2388
			E	7,832.06	16,969.46	203,633.56	97.9008
2640	Assistant Director of Park, Recreation, and Community Services*	CONF	A	6,443.48	13,960.87	167,530.48	80.5435
			B	6,765.64	14,658.89	175,906.64	84.5705
			C	7,103.92	15,391.83	184,701.92	88.7990
			D	7,459.10	16,161.38	193,936.60	93.2388
			E	7,832.06	16,969.46	203,633.56	97.9008
2636	Assistant Director Utilities*	CONF	A	6,443.48	13,960.87	167,530.48	80.5435
			B	6,765.64	14,658.89	175,906.64	84.5705
			C	7,103.92	15,391.83	184,701.92	88.7990
			D	7,459.10	16,161.38	193,936.60	93.2388
			E	7,832.06	16,969.46	203,633.56	97.9008
3302	Assistant Engineer*	TMMBU	A	3,900.19	8,450.41	101,404.94	48.7524
			B	4,095.17	8,872.87	106,474.42	51.1896
			C	4,299.94	9,316.54	111,798.44	53.7493
			D	4,514.94	9,782.37	117,388.44	56.4368
			E	4,740.69	10,271.50	123,257.94	59.2586
5232	Assistant Planner	TEAMSTERS	A	3,181.31	6,892.84	82,714.06	39.7664
			B	3,340.38	7,237.49	86,849.88	41.7548
			C	3,507.40	7,599.37	91,192.40	43.8425
			D	3,682.77	7,979.34	95,752.02	46.0346
			E	3,866.90	8,378.28	100,539.40	48.3363
2580	Assistant to the City Manager*	CONF	A	5,299.61	11,482.49	137,789.86	66.2451
			B	5,564.59	12,056.61	144,679.34	69.5574
			C	5,842.83	12,659.47	151,913.58	73.0354
			D	6,134.98	13,292.46	159,509.48	76.6873
			E	6,441.75	13,957.13	167,485.50	80.5219

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3333	Associate Engineer*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
3303	Associate Civil Engineer*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
3202	Associate Planner*	TMMBU	A	3,643.45	7,894.14	94,729.70	45.5431
			B	3,825.62	8,288.84	99,466.12	47.8203
			C	4,016.90	8,703.28	104,439.40	50.2113
			D	4,217.75	9,138.46	109,661.50	52.7219
			E	4,428.65	9,595.41	115,144.90	55.3581
4451	Box Office Assistant	TTSSEA	A	2,090.80	4,530.07	54,360.80	26.1350
			B	2,195.36	4,756.61	57,079.36	27.4420
			C	2,305.13	4,994.45	59,933.38	28.8141
			D	2,420.37	5,244.14	62,929.62	30.2546
			E	2,541.42	5,506.41	66,076.92	31.7678
4455	Box Office Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3104	Budget Officer*	CONF	A	4,895.46	10,606.83	127,281.96	61.1933
			B	5,140.22	11,137.14	133,645.72	64.2528
			C	5,397.22	11,693.98	140,327.72	67.4653
			D	5,667.10	12,278.72	147,344.60	70.8388
			E	5,950.46	12,892.66	154,711.96	74.3808
5211	Building Inspector I	TEAMSTERS	A	2,854.90	6,185.62	74,227.40	35.6863
			B	2,997.64	6,494.89	77,938.64	37.4705
			C	3,147.53	6,819.65	81,835.78	39.3441
			D	3,304.91	7,160.64	85,927.66	41.3114
			E	3,470.15	7,518.66	90,223.90	43.3769
5212	Building Inspector II	TEAMSTERS	A	3,646.18	7,900.06	94,800.68	45.5773
			B	3,828.51	8,295.11	99,541.26	47.8564
			C	4,019.91	8,709.81	104,517.66	50.2489
			D	4,220.92	9,145.33	109,743.92	52.7615
			E	4,431.93	9,602.52	115,230.18	55.3991
5320	Building Maintenance Worker I	TEAMSTERS	A	2,423.08	5,250.01	63,000.08	30.2885
			B	2,544.25	5,512.54	66,150.50	31.8031
			C	2,671.46	5,788.16	69,457.96	33.3933
			D	2,805.04	6,077.59	72,931.04	35.0630
			E	2,945.29	6,381.46	76,577.54	36.8161
5321	Building Maintenance Worker II	TEAMSTERS	A	2,671.52	5,788.29	69,459.52	33.3940
			B	2,805.10	6,077.72	72,932.60	35.0638
			C	2,945.35	6,381.59	76,579.10	36.8169
			D	3,092.61	6,700.66	80,407.86	38.6576
			E	3,247.26	7,035.73	84,428.76	40.5908
3341	Building Official*	TMMBU	A	5,522.65	11,965.74	143,588.90	69.0331
			B	5,798.76	12,563.98	150,767.76	72.4845
			C	6,088.72	13,192.23	158,306.72	76.1090
			D	6,393.14	13,851.80	166,221.64	79.9143
			E	6,712.81	14,544.42	174,533.06	83.9101
4501	Building Permit Technician I	TTSSEA	A	2,647.57	5,736.40	68,836.82	33.0946
			B	2,779.97	6,023.27	72,279.22	34.7496
			C	2,918.95	6,324.39	75,892.70	36.4869
			D	3,064.90	6,640.62	79,687.40	38.3113
			E	3,218.16	6,972.68	83,672.16	40.2270

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4502	Building Permit Technician II	TTSSEA	A	2,919.02	6,324.54	75,894.52	36.4878
			B	3,064.98	6,640.79	79,689.48	38.3123
			C	3,218.23	6,972.83	83,673.98	40.2279
			D	3,379.15	7,321.49	87,857.90	42.2394
			E	3,548.10	7,687.55	92,250.60	44.3513
1530	Chief Innovation Officer*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.47	111.6738
1506	City Attorney*	CONTRACT		11,138.47	24,133.35	289,600.21	139.2309
3110	City Clerk*	TMMBU	A	5,009.89	10,854.76	130,257.14	62.6236
			B	5,260.39	11,397.51	136,770.14	65.7549
			C	5,523.40	11,967.37	143,608.40	69.0425
			D	5,799.56	12,565.71	150,788.56	72.4945
			E	6,089.54	13,194.00	158,328.04	76.1193
1102	City Council Member*			474.93	1,029.00	12,348.00	
2681	City Engineer*	CONF	A	6,750.67	14,626.45	175,517.42	84.3834
			B	7,088.21	15,357.79	184,293.46	88.6026
			C	7,442.62	16,125.68	193,508.12	93.0328
			D	7,814.75	16,931.96	203,183.50	97.6844
			E	8,205.51	17,778.61	213,343.26	102.5689
1501	City Manager*	CONTRACT		11,805.56	25,578.71	306,944.53	147.5695
1112	City Treasurer*			496.16	1,075.01	12,900.16	
9107	Clerical Aide	LS	A				16.6040
			B				17.4342
			C				18.3060
			D				19.2212
			E				20.1822
3155	Code Compliance Analyst*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
5202	Code Enforcement Officer	TEAMSTERS	A	2,949.07	6,389.65	76,675.82	36.8634
			B	3,096.51	6,709.11	80,509.26	38.7064
			C	3,251.35	7,044.59	84,535.10	40.6419
			D	3,413.91	7,396.81	88,761.66	42.6739
			E	3,584.61	7,766.66	93,199.86	44.8076
4465	Communications Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3315	Community Preservation Manager*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
5513	Community Services Officer	TEAMSTERS	A	2,575.11	5,579.41	66,952.86	32.1889
			B	2,703.87	5,858.39	70,300.62	33.7984
			C	2,839.03	6,151.23	73,814.78	35.4879
			D	2,981.00	6,458.83	77,506.00	37.2625
			E	3,130.07	6,781.82	81,381.82	39.1259
5222	Construction Inspector I	TEAMSTERS	A	3,309.37	7,170.30	86,043.62	41.3671
			B	3,474.86	7,528.86	90,346.36	43.4358
			C	3,648.58	7,905.26	94,863.08	45.6073
			D	3,831.01	8,300.52	99,606.26	47.8876
			E	4,022.59	8,715.61	104,587.34	50.2824

Employees marked with an * (asterisk) are salaried

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5223	Construction Inspector II	TEAMSTERS	A	3,648.73	7,905.58	94,866.98	45.6091
			B	3,831.17	8,300.87	99,610.42	47.8896
			C	4,022.71	8,715.87	104,590.46	50.2839
			D	4,223.89	9,151.76	109,821.14	52.7986
			E	4,435.07	9,609.32	115,311.82	55.4384
3347	Construction Project Manager*	TMMBU	A	4,554.42	9,867.91	118,414.92	56.9303
			B	4,782.13	10,361.28	124,335.38	59.7766
			C	5,021.24	10,879.35	130,552.24	62.7655
			D	5,272.29	11,423.30	137,079.54	65.9036
			E	5,535.91	11,994.47	143,933.66	69.1989
4605	Crime Analyst	TTSSEA	A	3,128.44	6,778.29	81,339.44	39.1055
			B	3,284.86	7,117.20	85,406.36	41.0608
			C	3,449.12	7,473.09	89,677.12	43.1140
			D	3,621.58	7,846.76	94,161.08	45.2698
			E	3,802.63	8,239.03	98,868.38	47.5329
5514	Crime Prevention Specialist	TEAMSTERS	A	2,667.41	5,779.39	69,352.66	33.3426
			B	2,800.81	6,068.42	72,821.06	35.0101
			C	2,940.86	6,371.86	76,462.36	36.7608
			D	3,087.87	6,690.39	80,284.62	38.5984
			E	3,242.26	7,024.90	84,298.76	40.5283
3622	Crime Scene Property Unit Supervisor	TMMBU Non-Exempt	A	3,185.00	6,900.83	82,810.00	39.8125
			B	3,344.24	7,245.85	86,950.24	41.8030
			C	3,511.42	7,608.08	91,296.92	43.8928
			D	3,686.99	7,988.48	95,861.74	46.0874
			E	3,871.35	8,387.93	100,655.10	48.3919
5517	Crime Scene Technician	TEAMSTERS	A	2,888.81	6,259.09	75,109.06	36.1101
			B	3,033.21	6,571.96	78,863.46	37.9151
			C	3,184.89	6,900.60	82,807.14	39.8111
			D	3,344.14	7,245.64	86,947.64	41.8018
			E	3,511.35	7,607.93	91,295.10	43.8919
1108	Cultural Arts Commissioner	Stipend of $50.00 per meeting					
3162	Cultural Arts Division Manager*	TMMBU	A	5,171.38	11,204.66	134,455.88	64.6423
			B	5,429.95	11,764.89	141,178.70	67.8744
			C	5,701.45	12,353.14	148,237.70	71.2681
			D	5,986.51	12,970.77	155,649.26	74.8314
			E	6,285.83	13,619.30	163,431.58	78.5729
4459	Cultural Arts Program Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3524	Cultural Arts Supervisor*	TMMBU	A	3,997.31	8,660.84	103,930.06	49.9664
			B	4,197.18	9,093.89	109,126.68	52.4648
			C	4,407.05	9,548.61	114,583.30	55.0881
			D	4,627.39	10,026.01	120,312.14	57.8424
			E	4,858.77	10,527.34	126,328.02	60.7346
4461	Cultural Arts Technical Coordinator	TTSSEA	A	2,321.32	5,029.53	60,354.32	29.0165
			B	2,437.37	5,280.97	63,371.62	30.4671
			C	2,559.25	5,545.04	66,540.50	31.9906
			D	2,687.20	5,822.27	69,867.20	33.5900
			E	2,821.55	6,113.36	73,360.30	35.2694
3523	Cultural Arts Technical Supervisor*	TMMBU	A	3,318.38	7,189.82	86,277.88	41.4798
			B	3,484.31	7,549.34	90,592.06	43.5539
			C	3,658.51	7,926.77	95,121.26	45.7314
			D	3,841.44	8,323.12	99,877.44	48.0180
			E	4,033.53	8,739.32	104,871.78	50.4191

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3113	Cyber Security Officer*	TMMBU	A	4,817.85	10,438.68	125,264.10	60.2231
			B	5,058.75	10,960.63	131,527.50	63.2344
			C	5,311.68	11,508.64	138,103.68	66.3960
			D	5,577.27	12,084.09	145,009.02	69.7159
			E	5,856.13	12,688.28	152,259.38	73.2016
9552	D.A.R.E Officer	LS	A				38.9605
			B				40.9101
			C				42.9561
			D				45.0986
			E				47.3589
2571	Deputy City Attorney I*	CONF	A	5,296.97	11,476.77	137,721.22	66.2121
			B	5,561.82	12,050.61	144,607.32	69.5228
			C	5,839.93	12,653.18	151,838.18	72.9991
			D	6,131.92	13,285.83	159,429.92	76.6490
			E	6,438.50	13,950.08	167,401.00	80.4813
2572	Deputy City Attorney II*	CONF	A	5,826.68	12,624.47	151,493.68	72.8335
			B	6,118.02	13,255.71	159,068.52	76.4753
			C	6,423.92	13,918.49	167,021.92	80.2990
			D	6,745.13	14,614.45	175,373.38	84.3141
			E	7,082.37	15,345.14	184,141.62	88.5296
4116	Deputy City Clerk	TTSSEA	A	3,079.97	6,673.27	80,079.22	38.4996
			B	3,233.98	7,006.96	84,083.48	40.4248
			C	3,395.68	7,357.31	88,287.68	42.4460
			D	3,565.47	7,725.19	92,702.22	44.5684
			E	3,743.74	8,111.44	97,337.24	46.7968
2711	Deputy Police Chief	CEU	A	7,165.20	15,524.60	186,295.20	89.5650
			B	7,523.47	16,300.85	195,610.22	94.0434
			C	7,899.64	17,115.89	205,390.64	98.7455
			D	8,294.61	17,971.66	215,659.86	103.6826
			E	8,709.35	18,870.26	226,443.10	108.8669
1528	Director of Community and Economic Development*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
1522	Director of Finance*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
1518	Director of Human Resources*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
1527	Director of Mobility and Housing*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
1524	Director of Public Works*	DH	Min	7,884.09	17,082.19	204,986.25	98.5511
			Max	9,581.48	20,759.88	249,118.58	119.7685
1516	Director of Parks, Recreation and Community Services*	DH	Min	7,355.87	15,937.71	191,252.57	91.9484
			Max	8,933.90	19,356.79	232,281.42	111.6738
3208	Economic Development Analyst I*	TMMBU	A	3,360.62	7,281.34	87,376.12	42.0078
			B	3,528.65	7,645.41	91,744.90	44.1081
			C	3,705.09	8,027.70	96,332.34	46.3136
			D	3,890.34	8,429.07	101,148.84	48.6293
			E	4,084.86	8,850.53	106,206.36	51.0608
3209	Economic Development Analyst II*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3207	Economic Development Manager*	TMMBU	A	5,254.70	11,385.18	136,622.20	65.6838
			B	5,517.42	11,954.41	143,452.92	68.9678
			C	5,793.30	12,552.15	150,625.80	72.4163
			D	6,082.96	13,179.75	158,156.96	76.0370
			E	6,387.11	13,838.74	166,064.86	79.8389
5325	Electrician	TEAMSTERS	A	3,660.27	7,930.59	95,167.02	45.7534
			B	3,843.30	8,327.15	99,925.80	48.0413
			C	4,035.48	8,743.54	104,922.48	50.4435
			D	4,237.23	9,180.67	110,167.98	52.9654
			E	4,449.09	9,639.70	115,676.34	55.6136
9105	Engineering Intern	LS	A				22.0137
			B				23.1170
			C				24.2740
			D				25.4845
			E				26.7592
5221	Engineering Technician I	TEAMSTERS	A	2,913.22	6,311.98	75,743.72	36.4153
			B	3,058.88	6,627.57	79,530.88	38.2360
			C	3,211.82	6,958.94	83,507.32	40.1478
			D	3,372.41	7,306.89	87,682.66	42.1551
			E	3,541.06	7,672.30	92,067.56	44.2633
5225	Engineering Technician II	TEAMSTERS	A	3,211.84	6,958.99	83,507.84	40.1480
			B	3,372.43	7,306.93	87,683.18	42.1554
			C	3,541.07	7,672.32	92,067.82	44.2634
			D	3,718.13	8,055.95	96,671.38	46.4766
			E	3,903.99	8,458.65	101,503.74	48.7999
3412	Environmental Compliance Analyst*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
5424	Environmental Compliance Technician	TEAMSTERS	A	2,648.03	5,737.40	68,848.78	33.1004
			B	2,780.42	6,024.24	72,290.92	34.7553
			C	2,919.46	6,325.50	75,905.96	36.4933
			D	3,065.42	6,641.74	79,700.92	38.3178
			E	3,218.68	6,973.81	83,685.68	40.2335
5313	Equipment Mechanic I	TEAMSTERS	A	2,677.35	5,800.93	69,611.10	33.4669
			B	2,811.20	6,090.93	73,091.20	35.1400
			C	2,951.76	6,395.48	76,745.76	36.8970
			D	3,099.34	6,715.24	80,582.84	38.7418
			E	3,254.31	7,051.01	84,612.06	40.6789
5314	Equipment Mechanic II	TEAMSTERS	A	2,951.75	6,395.46	76,745.50	36.8969
			B	3,099.35	6,715.26	80,583.10	38.7419
			C	3,254.30	7,050.98	84,611.80	40.6788
			D	3,417.02	7,403.54	88,842.52	42.7128
			E	3,587.87	7,773.72	93,284.62	44.8484
4108	Executive Assistant	TTSSEA	A	2,823.78	6,118.19	73,418.28	35.2973
			B	2,964.96	6,424.08	77,088.96	37.0620
			C	3,113.22	6,745.31	80,943.72	38.9153
			D	3,268.88	7,082.57	84,990.88	40.8610
			E	3,432.32	7,436.69	89,240.32	42.9040
8108	Executive Assistant - Confidential	CONF	A	2,893.81	6,269.92	75,239.06	36.1726
			B	3,038.51	6,583.44	79,001.26	37.9814
			C	3,190.43	6,912.60	82,951.18	39.8804
			D	3,349.93	7,258.18	87,098.18	41.8741
			E	3,517.45	7,621.14	91,453.70	43.9681
2581	Executive Assistant to City Manager	CONF	A	3,314.85	7,182.18	86,186.10	41.4356
			B	3,480.57	7,541.24	90,494.82	43.5071
			C	3,654.60	7,918.30	95,019.60	45.6825
			D	3,837.34	8,314.24	99,770.84	47.9668
			E	4,029.19	8,729.91	104,758.94	50.3649

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9635	Facility Attendant	LS	A				21.2103
			B				22.2708
			C				23.3849
			D				24.5525
			E				25.7844
3107	Financial Analyst I*	TMMBU	A	3,360.62	7,281.34	87,376.12	42.0078
			B	3,528.65	7,645.41	91,744.90	44.1081
			C	3,705.09	8,027.70	96,332.34	46.3136
			D	3,890.34	8,429.07	101,148.84	48.6293
			E	4,084.86	8,850.53	106,206.36	51.0608
3108	Financial Analyst II*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
3404	Fleet Supervisor*	TMMBU	A	3,873.73	8,393.08	100,716.98	48.4216
			B	4,067.38	8,812.66	105,751.88	50.8423
			C	4,270.76	9,253.31	111,039.76	53.3845
			D	4,484.28	9,715.94	116,591.28	56.0535
			E	4,708.50	10,201.75	122,421.00	58.8563
3120	GIS Analyst *	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
4206	GIS Technician	TTSSEA	A	3,128.44	6,778.29	81,339.44	39.1055
			B	3,284.86	7,117.20	85,406.36	41.0608
			C	3,449.12	7,473.09	89,677.12	43.1140
			D	3,621.58	7,846.76	94,161.08	45.2698
			E	3,802.63	8,239.03	98,868.38	47.5329
3215	Homeless Services Manager*	TMMBU	A	4,776.99	10,350.15	124,201.74	59.7124
			B	5,015.84	10,867.65	130,411.84	62.6980
			C	5,266.64	11,411.05	136,932.64	65.8330
			D	5,529.96	11,981.58	143,778.96	69.1245
			E	5,806.45	12,580.64	150,967.70	72.5806
2511	Human Resources Analyst I*	CONF	A	3,443.97	7,461.94	89,543.22	43.0496
			B	3,616.18	7,835.06	94,020.68	45.2023
			C	3,796.97	8,226.77	98,721.22	47.4621
			D	3,986.82	8,638.11	103,657.32	49.8353
			E	4,186.16	9,070.01	108,840.16	52.3270
2512	Human Resources Analyst II*	CONF	A	3,960.46	8,581.00	102,971.96	49.5058
			B	4,158.49	9,010.06	108,120.74	51.9811
			C	4,366.40	9,460.53	113,526.40	54.5800
			D	4,584.74	9,933.60	119,203.24	57.3093
			E	4,813.98	10,430.29	125,163.48	60.1748
2562	Human Resources Manager*	CONF	A	5,299.61	11,482.49	137,789.86	66.2451
			B	5,564.59	12,056.61	144,679.34	69.5574
			C	5,842.83	12,659.47	151,913.58	73.0354
			D	6,134.98	13,292.46	159,509.48	76.6873
			E	6,441.75	13,957.13	167,485.50	80.5219
4301	Human Resources Technician	CONF	A	2,938.57	6,366.90	76,402.82	36.7321
			B	3,085.50	6,685.25	80,223.00	38.5688
			C	3,239.78	7,019.52	84,234.28	40.4973
			D	3,401.78	7,370.52	88,446.28	42.5223
			E	3,571.86	7,739.03	92,868.36	44.6483
4204	Information Systems Technician I	TTSSEA	A	2,720.39	5,894.18	70,730.14	34.0049
			B	2,856.41	6,188.89	74,266.66	35.7051
			C	2,999.24	6,498.35	77,980.24	37.4905
			D	3,149.20	6,823.27	81,879.20	39.3650
			E	3,306.67	7,164.45	85,973.42	41.3334

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4205	Information Systems Technician II	TTSSEA	A	3,128.44	6,778.29	81,339.44	39.1055
			B	3,284.86	7,117.20	85,406.36	41.0608
			C	3,449.12	7,473.09	89,677.12	43.1140
			D	3,621.58	7,846.76	94,161.08	45.2698
			E	3,802.63	8,239.03	98,868.38	47.5329
2553	Information Technology Manager*	CONF	A	5,299.61	11,482.49	137,789.86	66.2451
			B	5,564.59	12,056.61	144,679.34	69.5574
			C	5,842.83	12,659.47	151,913.58	73.0354
			D	6,134.98	13,292.46	159,509.48	76.6873
			E	6,441.75	13,957.13	167,485.50	80.5219
3111	Information Technology Specialist*	TMMBU	A	3,754.14	8,133.97	97,607.64	46.9268
			B	3,941.87	8,540.72	102,488.62	49.2734
			C	4,138.95	8,967.73	107,612.70	51.7369
			D	4,345.88	9,416.07	112,992.88	54.3235
			E	4,563.18	9,886.89	118,642.68	57.0398
5413	Instrumentation Technician	TEAMSTERS	A	3,398.36	7,363.11	88,357.36	42.4795
			B	3,568.29	7,731.30	92,775.54	44.6036
			C	3,746.71	8,117.87	97,414.46	46.8339
			D	3,934.02	8,523.71	102,284.52	49.1753
			E	4,130.73	8,949.92	107,398.98	51.6341
9108	Intern-Generalist	LS	A				22.0137
			B				23.1170
			C				24.2740
			D				25.4845
			E				26.7592
5224	Junior Engineer	TEAMSTERS	A	3,540.92	7,671.99	92,063.92	44.2615
			B	3,717.98	8,055.62	96,667.48	46.4748
			C	3,903.85	8,458.34	101,500.10	48.7981
			D	4,099.06	8,881.30	106,575.56	51.2383
			E	4,304.02	9,325.38	111,904.52	53.8003
5423	Laboratory Quality Assurance Officer*	TMMBU	A	3,212.10	6,959.55	83,514.60	40.1513
			B	3,372.73	7,307.58	87,690.98	42.1591
			C	3,541.36	7,672.95	92,075.36	44.2670
			D	3,718.41	8,056.56	96,678.66	46.4801
			E	3,904.35	8,459.43	101,513.10	48.8044
5421	Laboratory Technician I	TEAMSTERS	A	2,643.64	5,727.89	68,734.64	33.0455
			B	2,775.79	6,014.21	72,170.54	34.6974
			C	2,914.61	6,314.99	75,779.86	36.4326
			D	3,060.33	6,630.72	79,568.58	38.2541
			E	3,213.33	6,962.22	83,546.58	40.1666
5422	Laboratory Technician II	TEAMSTERS	A	2,914.55	6,314.86	75,778.30	36.4319
			B	3,060.28	6,630.61	79,567.28	38.2535
			C	3,213.29	6,962.13	83,545.54	40.1661
			D	3,373.94	7,310.20	87,722.44	42.1743
			E	3,542.64	7,675.72	92,108.64	44.2830
3508	Landscape Architect*	TMMBU	A	4,251.10	9,210.72	110,528.60	53.1388
			B	4,463.63	9,671.20	116,054.38	55.7954
			C	4,686.81	10,154.76	121,857.06	58.5851
			D	4,921.16	10,662.51	127,950.16	61.5145
			E	5,167.24	11,195.69	134,348.24	64.5905
4109	Legal Secretary	CONF	A	3,156.37	6,838.80	82,065.62	39.4546
			B	3,314.17	7,180.70	86,168.42	41.4271
			C	3,479.90	7,539.78	90,477.40	43.4988
			D	3,653.89	7,916.76	95,001.14	45.6736
			E	3,836.59	8,312.61	99,751.34	47.9574
9636	Lifeguard	LS	A				16.6040
			B				17.4342
			C				18.3060
			D				19.2212
			E				20.1822

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9303	Maintenance Aide	LS	A				18.6929
			B				19.6248
			C				20.5997
			D				21.6281
			E				22.7100
5301	Maintenance Worker I	TEAMSTERS	A	1,970.61	4,269.66	51,235.86	24.6326
			B	2,069.15	4,483.16	53,797.90	25.8644
			C	2,172.59	4,707.28	56,487.34	27.1574
			D	2,281.22	4,942.64	59,311.72	28.5153
			E	2,395.29	5,189.80	62,277.54	29.9411
5303	Maintenance Worker II	TEAMSTERS	A	2,503.04	5,423.25	65,079.04	31.2880
			B	2,628.20	5,694.43	68,333.20	32.8525
			C	2,759.59	5,979.11	71,749.34	34.4949
			D	2,897.57	6,278.07	75,336.82	36.2196
			E	3,042.44	6,591.95	79,103.44	38.0305
3151	Management Analyst I*	TMMBU	A	3,360.62	7,281.34	87,376.12	42.0078
			B	3,528.65	7,645.41	91,744.90	44.1081
			C	3,705.09	8,027.70	96,332.34	46.3136
			D	3,890.34	8,429.07	101,148.84	48.6293
			E	4,084.86	8,850.53	106,206.36	51.0608
3152	Management Analyst II*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
4463	Marketing Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
1101	Mayor*			521.08	1,129.00	13,548.00	
3527	Media Services Supervisor	TMMBU Non-Exempt	A	3,318.38	7,189.82	86,277.88	41.4798
			B	3,484.31	7,549.34	90,592.06	43.5539
			C	3,658.51	7,926.77	95,121.26	45.7314
			D	3,841.44	8,323.12	99,877.44	48.0180
			E	4,033.53	8,739.32	104,871.78	50.4191
5531	Meter Reader	TEAMSTERS	A	1,707.50	3,699.58	44,395.00	21.3438
			B	1,792.87	3,884.55	46,614.62	22.4109
			C	1,882.51	4,078.77	48,945.26	23.5314
			D	1,976.62	4,282.68	51,392.12	24.7078
			E	2,075.46	4,496.83	53,961.96	25.9433
4212	Multimedia Communications Assistant	TTSSEA	A	2,321.32	5,029.53	60,354.32	29.0165
			B	2,437.37	5,280.97	63,371.62	30.4671
			C	2,559.25	5,545.04	66,540.50	31.9906
			D	2,687.20	5,822.27	69,867.20	33.5900
			E	2,821.55	6,113.36	73,360.30	35.2694
4210	Multimedia Communications Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
4105	Office Assistant	TTSSEA	A	1,900.74	4,118.27	49,419.24	23.7593
			B	1,995.76	4,324.15	51,889.76	24.9470
			C	2,095.56	4,540.38	54,484.56	26.1945
			D	2,200.35	4,767.43	57,209.10	27.5044
			E	2,310.37	5,005.80	60,069.62	28.8796

Employees marked with an * (asterisk) are salaried

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3401	Operations Superintendent*	TMMBU	A	4,466.00	9,676.33	116,116.00	55.8250
			B	4,689.31	10,160.17	121,922.06	58.6164
			C	4,923.77	10,668.17	128,018.02	61.5471
			D	5,169.97	11,201.60	134,419.22	64.6246
			E	5,428.45	11,761.64	141,139.70	67.8556
3405	Operations Supervisor*	TMMBU	A	3,721.16	8,062.51	96,750.16	46.5145
			B	3,907.20	8,465.60	101,587.20	48.8400
			C	4,102.55	8,888.86	106,666.30	51.2819
			D	4,307.67	9,333.29	111,999.42	53.8459
			E	4,523.05	9,799.94	117,599.30	56.5381
4110	Paralegal	CEU	A	3,472.01	7,522.69	90,272.26	43.4001
			B	3,645.61	7,898.82	94,785.86	45.5701
			C	3,827.89	8,293.76	99,525.14	47.8486
			D	4,019.29	8,708.46	104,501.54	50.2411
			E	4,220.25	9,143.88	109,726.50	52.7531
1107	Parks Commissioner	Stipend of $50.00 per meeting					
3509	Parks Planning & Development Manager*	TMMBU	A	4,676.19	10,131.75	121,580.94	58.4524
			B	4,910.00	10,638.33	127,660.00	61.3750
			C	5,155.49	11,170.23	134,042.74	64.4436
			D	5,413.28	11,728.77	140,745.28	67.6660
			E	5,683.96	12,315.25	147,782.96	71.0495
3507	Parks Project Coordinator*	TMMBU	A	3,696.06	8,008.13	96,097.56	46.2008
			B	3,880.87	8,408.55	100,902.62	48.5109
			C	4,074.92	8,828.99	105,947.92	50.9365
			D	4,278.67	9,270.45	111,245.42	53.4834
			E	4,492.59	9,733.95	116,807.34	56.1574
3306	Plan Check Engineer*	TMMBU	A	5,175.40	11,213.37	134,560.40	64.6925
			B	5,434.16	11,774.01	141,288.16	67.9270
			C	5,705.88	12,362.74	148,352.88	71.3235
			D	5,991.18	12,980.89	155,770.68	74.8898
			E	6,290.74	13,629.94	163,559.24	78.6343
5214	Plan Examiner I	TEAMSTERS	A	3,558.68	7,710.47	92,525.68	44.4835
			B	3,736.66	8,096.10	97,153.16	46.7083
			C	3,923.48	8,500.87	102,010.48	49.0435
			D	4,119.63	8,925.87	107,110.38	51.4954
			E	4,325.64	9,372.22	112,466.64	54.0705
5215	Plan Examiner II	TEAMSTERS	A	3,923.54	8,501.00	102,012.04	49.0443
			B	4,119.76	8,926.15	107,113.76	51.4970
			C	4,325.72	9,372.39	112,468.72	54.0715
			D	4,542.00	9,841.00	118,092.00	56.7750
			E	4,769.14	10,333.14	123,997.64	59.6143
1106	Planning Commissioner	Stipend of $50.00 per meeting					
3517	Planning Manager	TMMBU	A	5,275.32	11,429.86	137,158.32	65.9415
			B	5,539.09	12,001.36	144,016.34	69.2386
			C	5,816.05	12,601.44	151,217.30	72.7006
			D	6,106.85	13,231.51	158,778.10	76.3356
			E	6,412.20	13,893.10	166,717.20	80.1525
4506	Planning Technician	TTSSEA	A	2,867.45	6,212.81	74,553.70	35.8431
			B	3,010.84	6,523.49	78,281.84	37.6355
			C	3,161.37	6,849.64	82,195.62	39.5171
			D	3,319.45	7,192.14	86,305.70	41.4931
			E	3,485.44	7,551.79	90,621.44	43.5680
6212	Police Captain*	TPMA	A	6,513.78	14,113.19	169,358.28	81.4223
			B	6,839.49	14,818.90	177,826.74	85.4936
			C	7,181.44	15,559.79	186,717.44	89.7680
			D	7,540.51	16,337.77	196,053.26	94.2564
			E	7,917.58	17,154.76	205,857.08	98.9698

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
1513	Police Chief*	DH	Min	8,375.66	18,147.27	217,767.27	104.6958
			Max	10,180.71	22,058.20	264,698.43	127.2589
4603	Police Community Relations Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
6103	Police Corporal	TPOA	A	4,140.03	8,970.07	107,640.78	51.7504
			B	4,347.04	9,418.59	113,023.04	54.3380
			C	4,564.39	9,889.51	118,674.14	57.0549
			D	4,792.63	10,384.03	124,608.38	59.9079
			E	5,032.26	10,903.23	130,838.76	62.9033
4604	Police Homeless Outreach Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
9501	Police Intern/Parking Enforcement Officer	LS	A				20.8889
			B				21.9387
			C				23.0313
			D				24.1776
			E				25.3880
6211	Police Lieutenant*	TPMA	A	5,637.52	12,214.63	146,575.52	70.4690
			B	5,919.39	12,825.35	153,904.14	73.9924
			C	6,215.37	13,466.64	161,599.62	77.6921
			D	6,526.14	14,139.97	169,679.64	81.5768
			E	6,852.45	14,846.98	178,163.70	85.6556
6102	Police Officer	TPOA	A	3,763.66	8,154.60	97,855.16	47.0458
			B	3,951.85	8,562.34	102,748.10	49.3981
			C	4,149.44	8,990.45	107,885.44	51.8680
			D	4,356.94	9,440.04	113,280.44	54.4618
			E	4,574.78	9,912.02	118,944.28	57.1848
9517	Police Range Master	LS	A				33.3901
			B				35.0612
			C				36.8073
			D				38.6498
			E				40.5780
4103	Police Records Assistant I	TTSSEA	A	2,356.27	5,105.25	61,263.02	29.4534
			B	2,474.10	5,360.55	64,326.60	30.9263
			C	2,597.81	5,628.59	67,543.06	32.4726
			D	2,727.67	5,909.95	70,919.42	34.0959
			E	2,864.06	6,205.46	74,465.56	35.8008
4104	Police Records Assistant II	TTSSEA	A	2,597.77	5,628.50	67,542.02	32.4721
			B	2,727.67	5,909.95	70,919.42	34.0959
			C	2,864.02	6,205.38	74,464.52	35.8003
			D	3,007.22	6,515.64	78,187.72	37.5903
			E	3,157.60	6,841.47	82,097.60	39.4700
3626	Police Records Supervisor*	TMMBU	A	3,377.34	7,317.57	87,810.84	42.2168
			B	3,546.22	7,683.48	92,201.72	44.3278
			C	3,723.52	8,067.63	96,811.52	46.5440
			D	3,909.70	8,471.02	101,652.20	48.8713
			E	4,105.17	8,894.54	106,734.42	51.3146
9551	Police Reserve	LS	A				43.4382

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
6105	Police Sergeant	TPOA	A	4,651.52	10,078.29	120,939.52	58.1440
			B	4,884.12	10,582.26	126,987.12	61.0515
			C	5,128.34	11,111.40	133,336.84	64.1043
			D	5,384.75	11,666.96	140,003.50	67.3094
			E	5,653.98	12,250.29	147,003.48	70.6748
2712	Police Support Operations Manager*	CONF	A	5,998.40	12,996.53	155,958.40	74.9800
			B	6,298.33	13,646.38	163,756.58	78.7291
			C	6,613.23	14,328.67	171,943.98	82.6654
			D	6,943.89	15,045.10	180,541.14	86.7986
			E	7,291.09	15,797.36	189,568.34	91.1386
4701	Police Support Services Technician	TTSSEA	A	2,867.45	6,212.81	74,553.70	35.8431
			B	3,010.84	6,523.49	78,281.84	37.6355
			C	3,161.37	6,849.64	82,195.62	39.5171
			D	3,319.45	7,192.14	86,305.70	41.4931
			E	3,485.44	7,551.79	90,621.44	43.5680
6101	Police Trainee (Non-Sworn)	TPOA	A	3,272.65	7,090.74	85,088.90	40.9081
9638	Pool Manager	LS	A				22.8279
			B				23.9740
			C				25.1631
			D				26.4272
			E				27.7447
9533	Professional Standards Officer	LS	A				55.6502
			B				58.4354
			C				61.3598
			D				64.4235
			E				67.6479
9110	Program Assistant	LS	Min				16.6040
			Max				27.6590
9231	Project Specialist I	LS	Min				16.6040
			Max				53.5720
9232	Project Specialist II	LS	Min				53.5827
			Max				151.0321
5518	Property and Evidence Technician	TEAMSTERS	A	2,541.14	5,505.80	66,069.64	31.7643
			B	2,668.19	5,781.08	69,372.94	33.3524
			C	2,801.61	6,070.16	72,841.86	35.0201
			D	2,941.69	6,373.66	76,483.94	36.7711
			E	3,088.76	6,692.31	80,307.76	38.6095
2585	Public Information Officer*	CONF	A	3,960.46	8,581.00	102,971.96	49.5058
			B	4,158.49	9,010.06	108,120.74	51.9811
			C	4,366.40	9,460.53	113,526.40	54.5800
			D	4,584.74	9,933.60	119,203.24	57.3093
			E	4,813.98	10,430.29	125,163.48	60.1748
3623	Public Safety Dispatch Supervisor*	TMMBU	A	3,919.23	8,491.67	101,899.98	48.9904
			B	4,115.19	8,916.25	106,994.94	51.4399
			C	4,320.97	9,362.10	112,345.22	54.0121
			D	4,537.01	9,830.19	117,962.26	56.7126
			E	4,763.87	10,321.72	123,860.62	59.5484
5502	Public Safety Dispatcher I	TEAMSTERS	A	2,935.76	6,360.81	76,329.76	36.6970
			B	3,082.53	6,678.82	80,145.78	38.5316
			C	3,236.65	7,012.74	84,152.90	40.4581
			D	3,398.48	7,363.37	88,360.48	42.4810
			E	3,568.43	7,731.60	92,779.18	44.6054

Employees marked with an * (asterisk) are salaried

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5503	Public Safety Dispatcher II	TEAMSTERS	A	3,230.10	6,998.55	83,982.60	40.3763
			B	3,391.59	7,348.45	88,181.34	42.3949
			C	3,561.18	7,715.89	92,590.68	44.5148
			D	3,739.23	8,101.67	97,219.98	46.7404
			E	3,926.20	8,506.77	102,081.20	49.0775
9512	Public Safety Dispatcher II - Per Diem	LS	A				35.4683
			B				37.2465
			C				39.1105
			D				41.0601
			E				43.1169
3214	Real Property Agent*	TMMBU	A	3,696.06	8,008.13	96,097.56	46.2008
			B	3,880.87	8,408.55	100,902.62	48.5109
			C	4,074.92	8,828.99	105,947.92	50.9365
			D	4,278.67	9,270.45	111,245.42	53.4834
			E	4,492.59	9,733.95	116,807.34	56.1574
9631	Recreation Leader I	LS	A				16.6040
			B				17.4342
			C				18.3060
			D				19.2212
			E				20.1822
9632	Recreation Leader II	LS	A				20.1284
			B				21.1353
			C				22.1958
			D				23.2992
			E				24.4668
9633	Recreation Leader III	LS	A				22.8279
			B				23.9740
			C				25.1631
			D				26.4272
			E				27.7447
4401	Recreation Program Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3513	Recreation Services Manager*	TMMBU	A	4,397.01	9,526.86	114,322.26	54.9626
			B	4,616.89	10,003.26	120,039.14	57.7111
			C	4,847.72	10,503.39	126,040.72	60.5965
			D	5,090.12	11,028.59	132,343.12	63.6265
			E	5,344.62	11,580.01	138,960.12	66.8078
3505	Recreation Services Supervisor*	TMMBU	A	3,997.30	8,660.82	103,929.80	49.9663
			B	4,197.17	9,093.87	109,126.42	52.4646
			C	4,407.04	9,548.59	114,583.04	55.0880
			D	4,627.38	10,025.99	120,311.88	57.8423
			E	4,858.75	10,527.29	126,327.50	60.7344
9626	Recreation Specialized Instructor	LS	Min				16.6040
			Max				56.9999
4113	Senior Account Clerk	TTSSEA	A	2,569.99	5,568.31	66,819.74	32.1249
			B	2,698.48	5,846.71	70,160.48	33.7310
			C	2,833.42	6,139.08	73,668.92	35.4178
			D	2,975.09	6,446.03	77,352.34	37.1886
			E	3,123.83	6,768.30	81,219.58	39.0479
3105	Senior Accountant*	TMMBU	A	4,153.93	9,000.18	108,002.18	51.9241
			B	4,361.65	9,450.24	113,402.90	54.5206
			C	4,579.72	9,922.73	119,072.72	57.2465
			D	4,808.71	10,418.87	125,026.46	60.1089
			E	5,049.15	10,939.83	131,277.90	63.1144

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4202	Senior Accounting Technician	TTSSEA	A	3,332.50	7,220.42	86,645.00	41.6563
			B	3,499.14	7,581.47	90,977.64	43.7393
			C	3,674.11	7,960.57	95,526.86	45.9264
			D	3,857.82	8,358.61	100,303.32	48.2228
			E	4,050.72	8,776.56	105,318.72	50.6340
5525	Senior Animal Services Officer	TEAMSTERS	A	2,680.16	5,807.01	69,684.16	33.5020
			B	2,814.18	6,097.39	73,168.68	35.1773
			C	2,954.88	6,402.24	76,826.88	36.9360
			D	3,102.63	6,722.37	80,668.38	38.7829
			E	3,257.77	7,058.50	84,702.02	40.7221
5323	Senior Building Maintenance Worker	TEAMSTERS	A	2,945.14	6,381.14	76,573.64	36.8143
			B	3,092.38	6,700.16	80,401.88	38.6548
			C	3,246.99	7,035.15	84,421.74	40.5874
			D	3,409.36	7,386.95	88,643.36	42.6170
			E	3,579.85	7,756.34	93,076.10	44.7481
3304	Senior Civil Engineer*	TMMBU	A	5,175.54	11,213.67	134,564.04	64.6943
			B	5,434.31	11,774.34	141,292.06	67.9289
			C	5,706.04	12,363.09	148,357.04	71.3255
			D	5,991.34	12,981.24	155,774.84	74.8918
			E	6,290.91	13,630.31	163,563.66	78.6364
5315	Senior Equipment Mechanic	TEAMSTERS	A	3,246.95	7,035.06	84,420.70	40.5869
			B	3,409.28	7,386.77	88,641.28	42.6160
			C	3,579.74	7,756.10	93,073.24	44.7468
			D	3,758.73	8,143.92	97,726.98	46.9841
			E	3,946.66	8,551.10	102,613.16	49.3333
4208	Senior Information Systems Technician	TTSSEA	A	3,441.28	7,456.11	89,473.28	43.0160
			B	3,613.35	7,828.93	93,947.10	45.1669
			C	3,794.02	8,220.38	98,644.52	47.4253
			D	3,983.73	8,631.42	103,576.98	49.7966
			E	4,182.90	9,062.95	108,755.40	52.2863
9637	Senior Lifeguard	LS	A				20.1284
			B				21.1353
			C				22.1958
			D				23.2992
			E				24.4668
5305	Senior Maintenance Worker	TEAMSTERS	A	2,755.58	5,970.42	71,645.08	34.4448
			B	2,893.34	6,268.90	75,226.84	36.1668
			C	3,038.01	6,582.36	78,988.26	37.9751
			D	3,189.92	6,911.49	82,937.92	39.8740
			E	3,349.40	7,257.03	87,084.40	41.8675
3203	Senior Planner*	TMMBU	A	4,436.64	9,612.72	115,352.64	55.4580
			B	4,658.47	10,093.35	121,120.22	58.2309
			C	4,891.41	10,598.06	127,176.66	61.1426
			D	5,135.98	11,127.96	133,535.48	64.1998
			E	5,392.77	11,684.34	140,212.02	67.4096
4410	Senior Police Records Assistant	TTSSEA	A	2,864.07	6,205.49	74,465.82	35.8009
			B	3,007.31	6,515.84	78,190.06	37.5914
			C	3,157.63	6,841.53	82,098.38	39.4704
			D	3,315.52	7,183.63	86,203.52	41.4440
			E	3,481.28	7,542.77	90,513.28	43.5160

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5520	Senior Property & Evidence Technician	TEAMSTERS	A	2,795.25	6,056.38	72,676.50	34.9406
			B	2,935.01	6,359.19	76,310.26	36.6876
			C	3,081.76	6,677.15	80,125.76	38.5220
			D	3,235.84	7,010.99	84,131.84	40.4480
			E	3,397.64	7,361.55	88,338.64	42.4705
5504	Senior Public Safety Dispatcher	TEAMSTERS	A	3,561.02	7,715.54	92,586.52	44.5128
			B	3,739.08	8,101.34	97,216.08	46.7385
			C	3,926.02	8,506.38	102,076.52	49.0753
			D	4,122.33	8,931.72	107,180.58	51.5291
			E	4,328.47	9,378.35	112,540.22	54.1059
5356	Senior Utilities Worker	TEAMSTERS	A	2,893.88	6,270.07	75,240.88	36.1735
			B	3,038.44	6,583.29	78,999.44	37.9805
			C	3,190.28	6,912.27	82,947.28	39.8785
			D	3,350.28	7,258.94	87,107.28	41.8785
			E	3,516.67	7,619.45	91,433.42	43.9584
9109	Summer Student Intern	LS					16.6040
3343	Supervising Building Inspector*	TMMBU	A	4,251.10	9,210.72	110,528.60	53.1388
			B	4,463.63	9,671.20	116,054.38	55.7954
			C	4,686.81	10,154.76	121,857.06	58.5851
			D	4,921.16	10,662.51	127,950.16	61.5145
			E	5,167.24	11,195.69	134,348.24	64.5905
3345	Supervising Construction Inspector	TMMBU Non-Exempt	A	4,140.38	8,970.82	107,649.88	51.7548
			B	4,347.39	9,419.35	113,032.14	54.3424
			C	4,564.76	9,890.31	118,683.76	57.0595
			D	4,792.99	10,384.81	124,617.74	59.9124
			E	5,032.65	10,904.08	130,848.90	62.9081
3117	System Administrator*	TMMBU	A	3,864.63	8,373.37	100,480.38	48.3079
			B	4,057.85	8,792.01	105,504.10	50.7231
			C	4,260.74	9,231.60	110,779.24	53.2593
			D	4,473.79	9,693.21	116,318.54	55.9224
			E	4,697.48	10,177.87	122,134.48	58.7185
9361	Theatre Technician	LS	A				31.8261
			B				33.4116
			C				35.0827
			D				36.8395
			E				38.6820
4420	Transit Coordinator	TTSSEA	A	2,764.27	5,989.25	71,871.02	34.5534
			B	2,902.49	6,288.73	75,464.74	36.2811
			C	3,047.60	6,603.13	79,237.60	38.0950
			D	3,199.98	6,933.29	83,199.48	39.9998
			E	3,359.98	7,279.96	87,359.48	41.9998
3515	Transit Manager*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
1109	Transportation Commissioner	Stipend of $50.00 per meeting					

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3426	Utilities Laboratory Superintendent*	TMMBU	A	4,466.00	9,676.33	116,116.00	55.8250
			B	4,689.31	10,160.17	121,922.06	58.6164
			C	4,923.77	10,668.17	128,018.02	61.5471
			D	5,169.97	11,201.60	134,419.22	64.6246
			E	5,428.45	11,761.64	141,139.70	67.8556
3417	Utilities Laboratory Supervisor*	TMMBU	A	3,938.21	8,532.79	102,393.46	49.2276
			B	4,135.11	8,959.41	107,512.86	51.6889
			C	4,341.88	9,407.41	112,888.88	54.2735
			D	4,558.97	9,877.77	118,533.22	56.9871
			E	4,786.92	10,371.66	124,459.92	59.8365
5350	Utilities Worker I	TEAMSTERS	A	2,068.36	4,481.45	53,777.36	25.8545
			B	2,172.02	4,706.04	56,472.52	27.1503
			C	2,280.20	4,940.43	59,285.20	28.5025
			D	2,394.75	5,188.63	62,263.50	29.9344
			E	2,515.67	5,450.62	65,407.42	31.4459
5353	Utilities Worker II	TEAMSTERS	A	2,627.50	5,692.92	68,315.00	32.8438
			B	2,759.34	5,978.57	71,742.84	34.4918
			C	2,896.61	6,275.99	75,311.86	36.2076
			D	3,042.07	6,591.15	79,093.82	38.0259
			E	3,193.91	6,920.14	83,041.66	39.9239
3403	Utility Line Maintenance Superintendent*	TMMBU	A	4,550.26	9,858.90	118,306.76	56.8783
			B	4,777.76	10,351.81	124,221.76	59.7220
			C	5,016.66	10,869.43	130,433.16	62.7083
			D	5,267.48	11,412.87	136,954.48	65.8435
			E	5,530.85	11,983.51	143,802.10	69.1356
3423	Utility Maintenance Superintendent*	TMMBU	A	4,634.48	10,041.37	120,496.48	57.9310
			B	4,866.20	10,543.43	126,521.20	60.8275
			C	5,109.51	11,070.61	132,847.26	63.8689
			D	5,364.98	11,624.12	139,489.48	67.0623
			E	5,633.23	12,205.33	146,463.98	70.4154
3419	Utility Maintenance Supervisor*	TMMBU	A	4,127.11	8,942.07	107,304.86	51.5889
			B	4,333.46	9,389.16	112,669.96	54.1683
			C	4,550.14	9,858.64	118,303.64	56.8768
			D	4,777.64	10,351.55	124,218.64	59.7205
			E	5,016.53	10,869.15	130,429.78	62.7066
5411	Utility Mechanic I	TEAMSTERS	A	3,095.50	6,706.92	80,483.00	38.6938
			B	3,250.27	7,042.25	84,507.02	40.6284
			C	3,412.78	7,394.36	88,732.28	42.6598
			D	3,583.42	7,764.08	93,168.92	44.7928
			E	3,762.58	8,152.26	97,827.08	47.0323
5412	Utility Mechanic II	TEAMSTERS	A	3,410.82	7,390.11	88,681.32	42.6353
			B	3,581.37	7,759.64	93,115.62	44.7671
			C	3,760.43	8,147.60	97,771.18	47.0054
			D	3,948.46	8,555.00	102,659.96	49.3558
			E	4,145.89	8,982.76	107,793.14	51.8236
5404	Utility Operator	TEAMSTERS	A	4,173.37	9,042.30	108,507.62	52.1671
			B	4,381.99	9,494.31	113,931.74	54.7749
			C	4,601.10	9,969.05	119,628.60	57.5138
			D	4,831.17	10,467.54	125,610.42	60.3896
			E	5,072.72	10,990.89	131,890.72	63.4090

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3422	Wastewater Operations Superintendent*	TMMBU	A	4,634.48	10,041.37	120,496.48	57.9310
			B	4,866.20	10,543.43	126,521.20	60.8275
			C	5,109.51	11,070.61	132,847.26	63.8689
			D	5,364.98	11,624.12	139,489.48	67.0623
			E	5,633.23	12,205.33	146,463.98	70.4154
5405	Wastewater Treatment Plant Operator I	TEAMSTERS	A	2,933.76	6,356.48	76,277.76	36.6720
			B	3,080.44	6,674.29	80,091.44	38.5055
			C	3,234.46	7,008.00	84,095.96	40.4308
			D	3,396.19	7,358.41	88,300.94	42.4524
			E	3,566.01	7,726.36	92,716.26	44.5751
5406	Wastewater Treatment Plant Operator II	TEAMSTERS	A	3,234.56	7,008.21	84,098.56	40.4320
			B	3,396.26	7,358.56	88,302.76	42.4533
			C	3,566.07	7,726.49	92,717.82	44.5759
			D	3,744.40	8,112.87	97,354.40	46.8050
			E	3,931.63	8,518.53	102,222.38	49.1454
5407	Wastewater Treatment Plant Operator III	TEAMSTERS	A	3,559.54	7,712.34	92,548.04	44.4943
			B	3,737.47	8,097.85	97,174.22	46.7184
			C	3,924.36	8,502.78	102,033.36	49.0545
			D	4,120.60	8,927.97	107,135.60	51.5075
			E	4,326.62	9,374.34	112,492.12	54.0828
3421	Water Operations Superintendent*	TMMBU	A	4,594.40	9,954.53	119,454.40	57.4300
			B	4,824.10	10,452.22	125,426.60	60.3013
			C	5,065.32	10,974.86	131,698.32	63.3165
			D	5,318.58	11,523.59	138,283.08	66.4823
			E	5,584.50	12,099.75	145,197.00	69.8063
9351	Water Patrol Aide	LS	A				18.9607
			B				19.9141
			C				20.8997
			D				21.9495
			E				23.0421
3415	Water Resources and Compliance Manager*	TMMBU	A	4,305.27	9,328.09	111,937.02	53.8159
			B	4,520.51	9,794.44	117,533.26	56.5064
			C	4,746.55	10,284.19	123,410.30	59.3319
			D	4,983.87	10,798.39	129,580.62	62.2984
			E	5,233.05	11,338.28	136,059.30	65.4131
5401	Water Treatment Plant Operator I	TEAMSTERS	A	3,125.70	6,772.35	81,268.20	39.0713
			B	3,281.99	7,110.98	85,331.74	41.0249
			C	3,446.08	7,466.51	89,598.08	43.0760
			D	3,618.38	7,839.82	94,077.88	45.2298
			E	3,799.29	8,231.80	98,781.54	47.4911
5402	Water Treatment Plant Operator II	TEAMSTERS	A	3,446.17	7,466.70	89,600.42	43.0771
			B	3,618.48	7,840.04	94,080.48	45.2310
			C	3,799.41	8,232.06	98,784.66	47.4926
			D	3,989.36	8,643.61	103,723.36	49.8670
			E	4,188.83	9,075.80	108,909.58	52.3604
5403	Water Treatment Plant Operator III	TEAMSTERS	A	3,792.40	8,216.87	98,602.40	47.4050
			B	3,982.02	8,627.71	103,532.52	49.7753
			C	4,181.13	9,059.12	108,709.38	52.2641
			D	4,390.18	9,512.06	114,144.68	54.8773
			E	4,609.68	9,987.64	119,851.68	57.6210

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

1) AMENDING THE CITY'S OPERATING AND CAPITAL BUDGET FOR FISCAL YEAR (FY) ENDING JUNE 30, 2025 TO REFLECT ACTUAL EXPENSES AND REVENUES AND REQUESTED AUGMENTATIONS TO FUND VARIOUS DEPARTMENTAL NEEDS,
2) AUTHORIZING THE BUDGET OFFICER TO AMEND THE CITY'S POSITION CONTROL ROSTER FOR FY 2024-25 AND,
3) AUTHORIZING THE AMENDMENTS TO THE MASTER SALARY SCHEDULE.

WHEREAS, the City Council, on June 25, 2024, adopted the Fiscal Year (FY) 2024-25 Operating and Capital Budget (FY 2024-25 Budget) for the City of Tracy (City); and

WHEREAS, based upon a review of revenues and expenditures for the first quarter of the fiscal year, staff has prepared and proposed additional amendments to the FY 2023-24 Budget, which are reflected in the Amended FY 2023-24 Budget (Exhibit 1); and

WHEREAS, the Community & Economic Development Department Planning Division will be getting increases to contract services to assist with the Tracy Housing Element; and

WHEREAS, the Innovation & Technology Department Ch. 26 Division will be getting increases to operational supplies and equipment to support media services; and

WHEREAS, a Non-Departmental increase for SSJCFA is needed for the implementation of a Surge Ambulance; and

WHEREAS, the Police Department will be getting one-time funding for capital to purchase a vehicle; and

WHEREAS, the Parks, Recreation & Community Services Parks Maintenance Division will be getting a one-time funding for contract services and supplies for plant replacement and tree trimming; and

WHEREAS, the Public Works Department will be getting increases for contract services for additional channel way clean up, and one time funding for capital to purchases for five (5) vehicles and supplies for Tracer Bus cameras; and

WHEREAS, the Budget Officer will be adding one (1) Police Officer to the Police Departments position control roster; and

WHEREAS, the Budget Officer will be adding two (2) Building Maintenance Workers I/II to the Public Works Department position control roster; and

WHEREAS, the Budget Officer will be deleting one (1) Maintenance Worker II and adding one (1) Senior Maintenance Worker to the Parks, Recreation & Community Services Department position control roster; and

WHEREAS, the Master Salary Schedule requires an amendment for Limited-Service Employees (LSE) effective October 6, 2024 and clerical adjustment to the Director of Finance, and

WHEREAS, the Tracy Finance Committee heard this item on October 22, 2024 and recommends that the City Council adopt this proposed Resolution; and

WHEREAS, the City Council has considered information related to these matters, as presented at a public meeting of the City Council, including any supporting documents and reports by City staff, and any information provided during that public meeting; and

WHEREAS, the City Council has reviewed the level of budgeting control needed by the City Manager to ensure efficiency in managing the operations of the City, including the authorization of budget transfers between funds; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby adopts the Amended Operating and Capital Budget for Fiscal Year 2024-25 as evidenced by the FY 2024-25 Revised General Fund Budget reflected in Exhibit 1 and including the above requested augmentations; and be it

FURTHER RESOVED: That the City Council of the City of Tracy authorizes the Budget Officer to amend the City's position control roster for Fiscal Year 2024-25; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy authorizes amendments to the City's Master Salary Schedule.

* * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on November 19, 2024, 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

Attachment: Exhibit 1

Department	Description	General Fund	Other Fund	On Going	One Time
Community & Economic Development	Contract Services		266,397	266,397	
Human Resources	Contract Services		(656,763)	(656,763)	
IT	Operational Supplies		100,000	100,000	
Non-Departmental	SSJCFA	412,863		412,863	
Police	(1) Personnel, Capital	192,688		97,688	95,000
Parks, Recreation & Community Services	Contract Services & Operational Supplies		78,500		78,500
Public Works	(2) Personnel, Supplies, & Capital	287,693	646,703	490,893	443,503
	Total:	**893,244**	**434,837**	**711,078**	**617,003**

CIP Augmentations		
CIP	**Budget**	**Fund**
75126 - Media Filter Replacements	514,472	511 - Water Reserves
75155 - Up flow Clarifier Rehab	283,309	511 - Water Reserves

CIP Funding Adjustments		
CIP	**Budget**	**Fund**
73201 - Citywide Systemic Safety Enhancements	(941,200)	245 - Gas Tax
	941,200	242 - Measure K
77586 - Transit Maintenance & Storage Yard (Land Acquisition)	(2,319,682)	573 - Transit Capital
	2,319,682	241 - TDA

Summary of Prior Carryovers	
Fund Name	**Amount**
General Fund	642,229
Building Fees	12,310
Planning Fees	172,421
Engineering Fees	157,039
Gas Tax	4,124,285
Special Revenue	6,303,422
General Fund Capital	9,795,976
Capital	1,002,727
Internal Services	822,801
Airport	133,127
Transit	2,163
Solid Waste	205
Storm Drain	7,515
Water	471,104
Wastewater	7,880,522
Grand Total	**31,527,846**

November 19, 2024

Agenda Item 1.C

RECOMMENDATION

The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution: (1) Authorizing the acceptance of a grant award from the Emergency Food and Shelter Program allocation in the amount of $12,968 to support the cost of meals and shelter bed nights at the Temporary Emergency Housing Facility Project Capital Improvement Project CIP 71112; and (2) Appropriating the full grant funds to the Parks, Recreation and Community Services Department, Homeless Services Division for Fiscal Year 2024-2025.

EXECUTIVE SUMMARY

This agenda item seeks adoption of a resolution by the City Council authorizing the acceptance of a grant of $12,968 from the Emergency Food and Shelter Program (EFSP) allocation to support the cost of meals and shelter bed nights at the Temporary Emergency Housing Facility Project (TEHF), Capital Improvement Project (CIP) 7112. Staff also requests the City Council appropriate the full grant funds to the Parks, Recreation and Community Services Department, Homeless Service Division, for Fiscal Year 2024-2025 (FY24/25). No match from the City of Tracy (City) is required to receive this grant.

The Tracy Homelessness Advisory Committee heard this item on October 17, 2024 and recommends that the City Council adopt the proposed Resolution.

BACKGROUND AND LEGISLATIVE HISTORY

The Emergency Food and Shelter Program (EFSP) was created by Congress in 1983 to help meet the needs of hungry and unhoused people throughout the United States and its territories by allocating federal funds for the provision of food and shelter.

Pursuant to Council's reaffirmation of the emergency shelter crisis in August of 2022, the City Manager authorized staff to identify interim housing options for the unsheltered population within the City limits. This effort not only focuses on the housing and support, but also to prepare the residents for self-sufficiency. As a result, the development of a "Campus Concept" emerged where temporary housing and supportive services would be provided to the unsheltered population. The work to develop and provide services at this "campus" has continued and has grown to include identifying and applying for ways to offset the cost of construction, services and support provided to the unhoused residents of the campus, which has been named the Temporary Emergency Housing Facility (TEHF).

The 2024 San Joaquin County Continuum of Care Point In Time Count found that 200 unsheltered homeless individuals are living within Tracy's city limits, with 98 of them in shelter. Recognizing the importance of responding to quality-of-life issues, including the human services needs of the City's unsheltered population, the City has devoted significant resources toward addressing the impacts of homelessness within the community. Staff continues to coordinate efforts between various departments to conduct bi-weekly clean-ups of public spaces, foster partnerships with non-profit organizations to

share information on services and programs with the unsheltered, secure grants to support homeless services, and continue with the construction activities of the TEHF. City staff has worked vigorously to balance the circumstances of the unsheltered, as well as the needs of the community.

In May of 2024, the City was notified by United Way of San Joaquin County that funding was made available under the Emergency Food and Shelter Program board, Phase 41, to be utilized to supplement or extend existing resources for shelter bed nights and meals at the TEHF. In May of 2024, the City submitted a proposal, budget and Homeless Management Information System report verifying shelter bed nights to the EFSP through San Joaquin County United Way. On July 29, 2024, the City was notified that funding was awarded to the City in the amount of $12,968 to be utilized for the costs of meals and shelter bed nights at the TEHF. The City was eligible for this funding because we are operating a shelter, offering shelter beds, and supplying meals to unsheltered residents.

ANALYSIS AND DISCUSSION

The EFSP was created by Congress in 1983 to help meet the needs of hungry and unhoused people throughout the United States and its territories by allocating federal funds for the provision of food and shelter. The EFSP supplements the amount of money available for the cost of shelter bed nights and meals to eligible organizations on a yearly basis. Money is available every year as phases and is tracked through the EFSP portal. This is the City's very first year applying for this funding stream and the funding allocated to the City was based on the services shelter bed nights and meals that were provided to unsheltered between July 1, 2022-June 30th, 2023. Based on the information provided by the City the EFSP provided $12,968 in grant funds to be used to supplement/extend existing resources and not to substitute or reimburse ongoing programs and services.

FISCAL IMPACT

The Parks, Recreation and Community Services Department, Homeless Services Division will receive $12,968 dollars in grant funds from the Emergency Food and Shelter Program. The $12,968 dollar grant is to be appropriated to the FY24/25 Homeless Services Division operating budget. No City match is required.

CEQA DETERMINATION

A Notice of Exemption was issued on October 16, 2020, for the TEHF in accordance with Government Code sections 65660-65662 for low barrier navigation Centers and Section 15269(c) of the CEQA Guidelines. This action is consistent with the project considered in the Notice of Exemption and no further environmental review is necessary.

San Joaquin County, as the responsible entity under the National Environmental Protection Act (NEPA) for the federal grants related to this Project, conducted an Environmental Assessment in 2023 and released a Finding of No Significant Impact on January 18, 2024, in compliance with NEPA and applicable federal regulations.

STRATEGIC PLAN

This agenda item supports City Council's Homelessness Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution: (1) Authorizing the acceptance of a grant award from the Emergency Food and Shelter Program allocation in the amount of $12,968 to support the cost of meals and shelter bed nights at the Temporary Emergency Housing Facility Project Capital Improvement Project CIP 71112; and (2) Appropriating the full grant funds to the Parks, Recreation and Community Services Department, Homeless Services Division for Fiscal Year 2024-2025.

Prepared by: Virginia Carney, Homeless Services Manager

Reviewed by: Sara Castro, Director of Finance
Arturo M. Sanchez, Assistant City Manager
Bijal Patel, City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Emergency Food and Shelter National Board Program Phase 41 Local Recipient Organization Certification

EMERGENCY FOOD AND SHELTER NATIONAL BOARD PROGRAM
PHASE 41 LOCAL RECIPIENT ORGANIZATION CERTIFICATION

By signing this Local Recipient Organization (LRO) Certification Form, our agency certifies we have read and understand the Emergency Food and Shelter Program (EFSP) Responsibilities and Requirements Manual, including the Grant Agreement Articles, Financial Terms and Conditions, and Other Terms and Conditions as well as the Eligible and Ineligible Costs and Documentation sections and agree to comply with all program requirements. Our agency understands that all parties will be held accountable for complying with the provisions of the grant as well as full compliance with applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing this program including those not specifically stated in the Manual. All appropriate staff and volunteers have been informed of EFSP requirements. The Local Board has been provided and we have retained a copy of this form for our records.

I certify that my public or private agency:

- Has the capability to provide emergency food and/or shelter services.
- Will use funds to supplement/extend existing resources and not to substitute or reimburse ongoing programs and services.
- Is nonprofit or an agency of government.
- Will not use EFSP funds as a cost-match for other Federal funds or programs.
- Has an accounting system, and will pay all vendors by an approved method of payment.
- Understands that **cash payments** (including petty cash) are **not eligible** under EFSP.
- Conducts an independent annual review if receiving $50,000-$99,999/an independent annual audit if receiving $100,000 or more in EFSP funds, and follows OMB's Uniformed Guidance if receiving $750,000 or more in Federal funding.
- **Has not received an adverse or no opinion audit.**
- Is not debarred or suspended from receiving Federal funds.
- Has provided a Federal Employer Identification Number (FEIN) to EFSP.
- Has provided a Unique Entity Identification (UEI) number and required associated information to EFSP. UEI numbers are requested in, and assigned by, the System for Award Management (SAM.gov).
- Practices non-discrimination (agencies with a religious affiliation, will not refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling in any program receiving Federal funds).
- Will not charge a fee to clients for EFSP funded services.
- Has a voluntary board if private, not-for-profit.
- Will provide all required reports to the Local Board in a timely manner; (i.e., Second Payment/Interim Request and Final Reports).
- Will expend monies only on eligible costs and keep complete documentation (copies of canceled LRO checks -- front and back, other proof of payment, invoices, receipts, etc.) on all expenditures for a minimum of three years after end-of-program date, and for compliance issues until resolved.
- Will spend all funds and close-out the program by my jurisdiction's selected end-of-program date and return any unused funds ($5.00 or more) to the National Board.
- Will provide complete, accurate documentation of expenses to the Local Board, if requested, following my jurisdiction's selected end-of-program date.
- Has no known EFSP compliance exceptions in this or any other jurisdiction.
- Will not use EFSP funding for any lobbying activities and if receiving $100,000 or more, will provide the "Certification Regarding Lobbying" and, if applicable, will complete Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- Will not and will ensure its employees, volunteers or other individuals associated with the program will not engage in any trafficking of persons during the period this award is in effect.
- Will not and will ensure its employees, volunteers or other individuals associated with the program will not use EFSP funds to support access to classified national security information.

PLEASE ENSURE THIS INFORMATION IS ACCURATE BEFORE SIGNING.

LRO ID #:	086000033
FEIN #:	94-6000442
UEI#:	**EWFNJF9GM6U4**
LRO Legal Name:	City of Tracy
Address:	333 Civic Center Plaza Tracy CALIFORNIA 95304
Phone #:	209-831-6119
Fax #:	
Email:	virginia.carney@cityoftracy.org
LRO Contact:	Virginia Carney

Signature: Date:

Nancy D. Young/Mayor

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

(1) AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM EMERGENCY FOOD AND SHELTER PROGRAM ALLOCATION IN THE AMOUNT OF $12,968 TO SUPPORT THE COST OF MEALS AND SHELTER BED NIGHTS AT THE TEMPORARY EMERGENCY HOUSING FACILITY PROJECT (CIP 71112); AND

(2) APPROPRIATING THE FULL GRANT FUNDS TO THE PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT, HOMELESS SERVICES DIVISION FOR FISCAL YEAR 2024/2025

WHEREAS, pursuant to the City Council's reaffirmation of the emergency shelter crisis in August of 2022, the City Manager authorized staff to identify permanent and emergency alternative housing options for the unsheltered population within the city limits; and

WHEREAS, this effort not only focuses on the housing and support, but also to prepare the residents for self-sufficiency which resulted in the development of a "Campus Concept" where temporary housing and Supportive Services would be provided to the unsheltered population; and

WHEREAS, the work to develop and provide services at this "campus" has continued and has grown to include identifying and applying for ways to offset the cost of construction, services and support provided to the unhoused residents of the campus, which has been named the Temporary Emergency Housing Facility (TEHF); and

WHEREAS, the 2024 San Joaquin County Continuum of Care Point In Time Count reflects 200 unsheltered homeless individuals living within Tracy's city limits, with 98 of them in TEHF; and

WHEREAS, staff continues to coordinate efforts between various departments to conduct bi-weekly clean-ups of public spaces, foster partnerships with non-profit organizations to share information on services and programs with the unsheltered, secure grants to support homeless services, and continue with the construction activities of the TEHF; and

WHEREAS, in May of 2024, the City of Tracy was notified that funding was made available to apply for under the Emergency Food and Shelter Program Phase 41 through United Way of San Joaquin County to be reimbursed for shelter bed nights and meals at the Temporary Emergency Housing Facility; and

WHEREAS, in May of 2024, the City of Tracy submitted a proposal and budget to the Emergency Food and Shelter Program administrative entity, the United Way of San Joaquin County for reimbursement of shelter bed nights and meals at the Temporary Emergency Housing Facility; and

WHEREAS, on July 29, 2024, the City of Tracy was notified that funding was awarded to the City of Tracy for reimbursement of the cost of meals and shelter bed nights at the Temporary Emergency Housing Facility; and

WHEREAS, the Temporary Emergency Housing Facility is part of the overall shelter campus project, parts of which are in various phases of design, development, and/or construction; and

WHEREAS, the grant funding will be used to cover operations expenses of shelter bed nights and meals, for those seeking shelter within the City limits; and

WHEREAS, the City of Tracy will collaborate with the Emergency Food and Shelter Program to provide additional resources and support to the City's unsheltered population as they are housed; and

WHEREAS, there is no local match required for the acceptance of this grant; and

WHEREAS, a Notice of Exemption was issued on October 16, 2020, for the TEHF in accordance with Government Code sections 65660-65662 for low barrier navigation Centers and Section 15269(c) of the CEQA Guidelines. This action is consistent with the project considered in the Notice of Exemption and no further environmental review is necessary. San Joaquin County, as the responsible entity under the National Environmental Protection Act (NEPA) for the federal grants related to this Project, conducted an Environmental Assessment in 2023 and released a Finding of No Significant Impact on January 18, 2024, in compliance with NEPA and applicable federal regulations; and

WHEREAS, The Tracy Homelessness Advisory Committee heard this item on October 17, 2024 and recommended that the City Council adopt the proposed Resolution; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby accepts the grant award from the Emergency Food and Shelter Program in the amount of $12,968 dollars as reflected in Exhibit 1, to support operation costs at the Temporary Emergency Housing Facility, (CIP 71112) and authorizes the execution of relevant documents needed to effectuate the grant; and be it

FURTHER RESOLVED: That the City Council hereby appropriates the $12,968 dollars of the total grant funds to Parks, Recreation and Community Services Department, Homeless Services Division; and be it

FURTHER RESOLVED: That the City Council finds that this action is exempt from California Environmental Quality Act (CEQA) pursuant to the Notice of Exemption was issued on October 16, 2020, for the TEHF in accordance with Government Code sections 65660-65662 for low barrier navigation Centers and Section 15269(c) of the CEQA Guidelines and this action is consistent with the project considered in the Notice of Exemption and no further environmental review is necessary. San Joaquin County, as the responsible entity under the National Environmental Protection Act (NEPA) for the federal grants related to this Project, conducted an Environmental Assessment in 2023 and released a Finding of No Significant Impact on January 18, 2024, in compliance with NEPA and applicable federal regulations.

* * * * * * * * * * * * * *

The foregoing Resolution 2024-____ was adopted by the Tracy City Council on November 19, 2024, 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

Exhibits:

(1) Emergency Food and Shelter National Board Program Phase 41 Local Recipient Organization Certification

EMERGENCY FOOD AND SHELTER NATIONAL BOARD PROGRAM
PHASE 41 LOCAL RECIPIENT ORGANIZATION CERTIFICATION

By signing this Local Recipient Organization (LRO) Certification Form, our agency certifies we have read and understand the Emergency Food and Shelter Program (EFSP) Responsibilities and Requirements Manual, including the Grant Agreement Articles, Financial Terms and Conditions, and Other Terms and Conditions as well as the Eligible and Ineligible Costs and Documentation sections and agree to comply with all program requirements. Our agency understands that all parties will be held accountable for complying with the provisions of the grant as well as full compliance with applicable requirements of all other Federal laws, Executive Orders, regulations, and policies governing this program including those not specifically stated in the Manual. All appropriate staff and volunteers have been informed of EFSP requirements. The Local Board has been provided and we have retained a copy of this form for our records.

I certify that my public or private agency:

- Has the capability to provide emergency food and/or shelter services.
- Will use funds to supplement/extend existing resources and not to substitute or reimburse ongoing programs and services.
- Is nonprofit or an agency of government.
- Will not use EFSP funds as a cost-match for other Federal funds or programs.
- Has an accounting system, and will pay all vendors by an approved method of payment.
- Understands that **cash payments** (including petty cash) are **not eligible** under EFSP.
- Conducts an independent annual review if receiving $50,000-$99,999/an independent annual audit if receiving $100,000 or more in EFSP funds, and follows OMB's Uniformed Guidance if receiving $750,000 or more in Federal funding.
- **Has not received an adverse or no opinion audit.**
- Is not debarred or suspended from receiving Federal funds.
- Has provided a Federal Employer Identification Number (FEIN) to EFSP.
- Has provided a Unique Entity Identification (UEI) number and required associated information to EFSP. UEI numbers are requested in, and assigned by, the System for Award Management (SAM.gov).
- Practices non-discrimination (agencies with a religious affiliation, will not refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling in any program receiving Federal funds).
- Will not charge a fee to clients for EFSP funded services.
- Has a voluntary board if private, not-for-profit.
- Will provide all required reports to the Local Board in a timely manner; (i.e., Second Payment/Interim Request and Final Reports).
- Will expend monies only on eligible costs and keep complete documentation (copies of canceled LRO checks -- front and back, other proof of payment, invoices, receipts, etc.) on all expenditures for a minimum of three years after end-of-program date, and for compliance issues until resolved.
- Will spend all funds and close-out the program by my jurisdiction's selected end-of-program date and return any unused funds ($5.00 or more) to the National Board.
- Will provide complete, accurate documentation of expenses to the Local Board, if requested, following my jurisdiction's selected end-of-program date.
- Has no known EFSP compliance exceptions in this or any other jurisdiction.
- Will not use EFSP funding for any lobbying activities and if receiving $100,000 or more, will provide the "Certification Regarding Lobbying" and, if applicable, will complete Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- Will not and will ensure its employees, volunteers or other individuals associated with the program will not engage in any trafficking of persons during the period this award is in effect.
- Will not and will ensure its employees, volunteers or other individuals associated with the program will not use EFSP funds to support access to classified national security information.

PLEASE ENSURE THIS INFORMATION IS ACCURATE BEFORE SIGNING.

LRO ID #:	086000033
FEIN #:	94-6000442
UEI#:	**EWFNJF9GM6U4**
LRO Legal Name:	City of Tracy
Address:	333 Civic Center Plaza Tracy CALIFORNIA 95304
Phone #:	209-831-6119
Fax #:	
Email:	virginia.carney@cityoftracy.org
LRO Contact:	Virginia Carney

Signature: Date:

Nancy D. Young/Mayor

November 19, 2024

Agenda Item 1.D

RECOMMENDATION

The Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution: (1) Approving the execution of a Gas and Electric Extension Agreement with Pacific Gas and Electric, Inc., (PG&E) for new service activation at 370 W. Arbor Avenue for the Phase II Improvements at the Temporary Emergency Housing Facility, Capital Improvement Project 71112 (TEHF), in the amount of $74,873; (2) Ratifying the previously executed Gas and Electric Extension Agreement with PG&E for new service activation at 384 W. Arbor Avenue for the Phase III and IV Improvements of the TEHF, in the amount of $73,524.81.

EXECUTIVE SUMMARY

This agenda item seeks adoption of a resolution approving two agreements with Pacific Gas & Electric (PG&E), for different phases of the Temporary Emergency Housing Facility (TEHF), Capital Improvement Project (CIP) 71112 Project (Project). The first is for the execution of a Gas and Electric Extension Agreement (Phase II Agreement) in the amount of $74,873 with PG&E, for the installation of the PG&E-owned power supply equipment and new service activation for the Phase II Improvements at 370 W. Arbor Avenue. Staff is also requesting the City Council to ratify a Gas and Electric Extension Agreement (Phase III Agreement) in the amount of $73,524.81 with PG&E for the installation of the PG&E-owned power supply equipment and new service activation for the Phase III & IV Improvements at 384 W. Arbor Avenue. The Phase III Agreement had been executed by staff based on its understanding of authority granted to the City Manager during the shelter crisis and had been overlooked in previous ratification actions that had been presented to the City Council.

The Tracy Homelessness Advisory Committee heard this item on October 17, 2024 and recommends that the City Council adopt the proposed Resolution.

BACKGROUND AND LEGISLATIVE HISTORY

A. Early Actions to Advance the TEHF

Much of the work undertaken to make improvements and to implement services at the TEHF site commenced and occurred during the Covid-19 emergency. The TEHF site and project, for all intents and purposes, commenced on March 10, 2020, when the City Council adopted Resolution 2020-052 “Declaring A Shelter Crisis Pursuant to Government Code Section 8698 Et Seq.”, subsequent to which staff commenced the process of identifying and developing a suitable site for an emergency shelter for homeless in the City of Tracy. Many of the actions taken pursuant to this declaration were then subsequently impacted, authorized or retroactively approved by subsequent Council declarations made via emergency Ordinances 1285, 1289 and 1296, “Authorizing The City Manager To Take Certain Actions” and Resolution 2020-163 authorizing the creation of CIP 71112 for the TEHF on Arbor Avenue, to create a safe and dignified facility for residents experiencing homelessness, and which appropriated funds for the construction of CIP 71112.

From March 2020 through early 2021 staff worked to design the facility and initiated site preparations for TEHF project, Phase I work, which consisted of demolition, grading, and underground infrastructure construction. Phase I was intended to prepare for the development and installation of Phase II housing, which came to be known as the “sprung structure”, to be utilized as the TEHF shelter on Arbor. This preparation included the design and development of the necessary components required to provide permanent power (electricity) from PG&E to the facility. On April 15, 2022, staff executed a Gas and Power Extension Agreement with PG&E in the amount of $71,442 for the installation of permanent power for the Phase II Improvements.

In the summer of 2022, the City experienced a significant setback on the bids for the installation of the sprung structure, which caused a significant delay in the completion of Phase II of the TEHF. As a result on August 16, 2022, due to this significant delay, combined with the ongoing threat to the health and safety of the unsheltered population, and in anticipation of the necessity to protect the unsheltered from exposure to harsh weather conditions during the upcoming winter season, the City Council adopted Resolution No. 2022-12, which reaffirmed an emergency shelter crisis, pursuant to California Government Code 8698.4 and authorized the City Manager, both retroactively and prospectively, to take actions needed to expeditiously provide interim housing solutions and dispensed the City's competitive bidding requirements for professional services, pursuant to Tracy Municipal Code (TMC) Section 2.20.140(b)(6). The resolution further authorized the City Manager to take any directly related and immediate actions required by the shelter emergency, without giving notice for bids to let contracts, pursuant to PCC section 22050 and TMC section 2.20.270(a).

Concurrent with the developments for permanent power to the TEHF, staff was also working on temporary and permanent power to the Phase III and IV interim site on the southern end of the TEHF shelter site. On August 2, 2023, staff executed a Gas and Power Extension Agreement with PG&E in the amount of $73,524.81 for the installation of permanent power for the Phase III and IV Improvements which were, and continue to be providing shelter and support services to the homeless community of Tracy. This agreement was executed by staff based on their understanding of authority that had been granted to the City Manager during the shelter crisis. It is now discovered that the execution of this Phase III Agreement had never been taken back to the City Council for ratification as had all other actions taken by the City Manager under the shelter crisis delegations of authority.

PG&E has accepted this agreement and the payment in the amount of $73,524.81. The agreement is still active, and PG&E is performing in accordance to the terms of the agreement and the work will be completed as proposed in the agreement.

Staff remained in constant contact with PG&E regarding both the Phase II and Phase III and IV Agreements and continued to prepare the site for permanent power. Preparation for the site included the purchase and delivery of the necessary infrastructure to receive and relay power from PG&E service lines.

B. Phase II Agreement

On March 21, 2024 staff emailed PG&E the switchgear information for its review and approval by PG&E. PG&E responded the same day that the information is submitted to the PG&E metering department for review and comment. On July 2, 2024, staff received an email from PG&E approving the equipment. On April 2, 2024, pursuant to Resolution 2024-047, the City Council approved an agreement with Nelco Electric, Inc. for the purchase of the power supply

equipment, including switchgear and panel boards, for City owned power infrastructure needed for the TEHF. The equipment was received by the vendor on schedule. On May 14, 2024, pursuant to Resolution 2024-068, the City Council authorized the award of a construction contract to Bockmon & Woody, Inc., of Stockton, for the installation of the City owned electrical infrastructure, including switchgear and panel boards. The construction began in August of 2024 and is anticipated to be complete in October of 2024.

In July of 2024, the City received a refund check in the amount of $65,826 issued by PG&E on July 18, 2024, this amount included a deduction in the amount of $5,617. PG&E terminated the agreement as per their terms and conditions of "the Distribution and Service Extension Agreement-Provisions (Form 62-0982)". Upon further inquiring with PG&E staff was informed that the agreement was terminated because the design and other information submitted for the agreement executed on April 15, 2022 was only valid for 18 months. After termination, staff worked with PG&E to immediately process a new application. PG&E reviewed the new application to ensure it met current code requirements and approved the resubmittal by August 8, 2024. The new (Phase II) Agreement was issued on August 13, 2024, in the amount of $74,873, for the City's execution.

ANALYSIS

The TEHF site has two planned power supplies, one service will serve the Phase III and Phase IV facilities and sewer lift station at the south end of the site and one service will serve the facilities being installed as part of the Phase II Site Improvements. Installation of both sets of the new equipment should be completed without impacting, affecting, or interrupting the current power supply provided by the temporary service generators to the residents and TEHF facilities. This item seeks approval for the Phase II Agreement and a retroactive ratification of the Phase III and IV Agreement.

The new Phase II Agreement, before Council for approval, is for the power supply that will serve the Phase II Improvements, commonly referred to as the Sprung Structure, that is set to begin construction with a 2025 completion date. There will be no delay to the timeline for the installation of the City owned power infrastructure equipment, including switchgear and panelboards, currently in progress, nor the construction of the Phase II improvements as a result of the PG&E cancellation of the original Phase II Agreement. The current proposed Agreement will not impact shelter operations as, aside from minor inconveniences such as noise and vehicles required for construction operations, support services at TEHF should continue throughout the installation of the new PG&E equipment. The installation of the PG&E owned and installed infrastructure and service connection, for the Phase II Improvements will be scheduled by PG&E once they receive the executed Agreement and payment. Energizing the Phase II power supply will be completed in early 2025, before the Phase II construction work is complete. The typical timeline for PG&E to install and energize their equipment remains at about eight to twelve weeks after PG&E's final inspection of the City installed equipment, under an approved Agreement.

The August 2, 2023, Phase II and IV Agreement is on track to be completed on schedule in October. This agreement will allow for the cessation of temporary power and the associated diesel fuel required to operate the temporary generators currently providing power to the temporary shelter site. The Phase III and IV Agreement is only being brought before Council as it affords staff an opportunity to have Council ratify the previously executed agreement.

FISCAL IMPACT

The non-refundable fees for the canceled agreement were $5,617. The new Agreement fee of $74,873 is available in the project budget.

The Temporary Emergency Homeless Shelter, CIP 71112, is an approved Capital Improvement Project with a total budget of $20,947,654. There are sufficient funds available in the project for the costs related to the Agreement, with funding as follows:

Funding Source	Budget	Expenses	Balance
American Rescue Plan Act - City of Tracy	$4,500,000	$3,552,937	$947,063
San Joaquin County (ARPA) R1	$3,661,113	$3,661,113	$0
San Joaquin County (ARPA) R2	$7,167,798	0	$7,167,798
HHAP	$329,240	$329,240	$0
HHAP R2	$414,042	$414,042	$0
Federal Grant	$3,000,000	0	$3,000,000
CDBG (4 Grants)	$1,185,461	$836,294	$349,167
Housing Asset Funds	$690,000	$283,068	$406,932
Current Budget	$20,947,654	$9,076,694	$11,870,960

CEQA DETERMINATION

A Notice of Exemption was issued on October 16, 2020, for the TEHF in accordance with Government Code sections 65660-65662 for low barrier navigation Centers and Section 15269(c) of the CEQA Guidelines. This action is consistent with the project considered in the Notice of Exemption and no further environmental review is necessary.

San Joaquin County, as the responsible entity under the National Environmental Protection Act (NEPA) for the federal grants related to this Project, conducted an Environmental Assessment in 2023 and released a Finding of No Significant Impact on January 18, 2024, in compliance with NEPA and applicable federal regulations.

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted 2021-2023 Strategic Priorities, Public Safety Strategy Plan, Goal No. 2, Implementation of the Adopted Homelessness Strategic Plan, Item No. 1, to secure capital funding to construct a Temporary Emergency Housing Facility.

ACTION REQUESTED OF THE CITY COUNCIL

The Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution: (1) Approving the execution of a Gas and Electric Extension Agreement with Pacific Gas and Electric, Inc., (PG&E) for new service activation at 370 W. Arbor Avenue for the Phase II Improvements at the Temporary Emergency Housing Facility, Capital Improvement Project 71112 (TEHF), in the amount of $74,873; (2) Ratifying the previously executed Gas and Electric Extension Agreement with PG&E for new service activation at 384 W. Arbor Avenue for the Phase III and IV Improvements of the TEHF, in the amount of $73,524.81.

Prepared by: Ilene Macintire, PE, Senior Civil Engineer

Reviewed by: Arturo M. Sanchez, Assistant City Manager
Bijal Patel, City Attorney
Sara Castro, Director of Finance

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS:

Attachment A- Gas & Electric Extension Service Agreement PM# 35569619
Attachment B- Gas & Electric Extension Service Agreement PM# 35428709

Attachment A

Customer Payment Coupon

References	
Notification #	129304860
Contract #	50107824 V2
E16-PM #	35569619
Customer #	4655504

September 27, 2024

City of Tracy
333 Civic Center Plaza
TRACY, CA 95376

Customer Payment Summary

370 WEST ARBOR ROAD, TRACY

Please pay the Total Due based upon the payment option(s) you selected on page two of the enclosed Gas and Electric Extension Agreement.

Payment Options	Subtotal	Total Due
10-Year Refundable Advance Option Gas and Electric	$144,782.39	**$144,782.39**
Non-Refundable 50 percent Discount Option for Gas and Electric	$74,872.35	**$74,872.35**
10-Year Refundable Advance Option for Gas and Non-Refundable 50 percent Discount Option for Electric	$74,872.35	**$74,872.35**
Non-Refundable 50 percent Discount Option for Gas and 10-Year Refundable Advance Option for Electric	$144,782.39	**$144,782.39**

Important Payment Information

To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at **https://www.pge.com/contractpayments**

To complete your contract BY MAIL

- Please make check payable to: **PG&E** or **Pacific Gas and Electric**
- Complete, sign and return the enclosed agreement(s), the SACAC form and the customer payment coupon with your payment
- **Remit payment and SACAC form to**:
  PG&E CFM/PPC Department
  PO BOX 997340
  Sacramento, CA 95899-7340

IMPORTANT MESSAGE

Please review the enclosed information and total due. This document needs to be returned with the enclosed agreements.

If you complete your contract ONLINE, a copy will be saved to your Customer Connections Online (CCO) account at **pge.com/cco.**

To learn more about PG&E's gas and electric safety initiatives and resources please visit **pge.com/safety.**

Have Questions?
Please Call 1-800-422-0436

129304860

Gas and Electric Extension Agreement*

For Internal Use	
Notification #	129304860
Contract #	50107824 V2
E-PM #	35569619
G-PM #	
E-Prior MLX/PM#	
G-Prior MLX/PM#	
Customer #	4655504

September 27, 2024

City of Tracy
333 Civic Center Plaza
TRACY, CA, 95376

Re: 370 WEST ARBOR ROAD, TRACY

Dear Nancy Young

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide the requested gas and electric service to the project address listed above. PG&E's costs have been developed based on the choices and information provided in your application and may change if you make changes. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Per Decision 22-09-026, Residential and Non-residential Customers submitting an application for new gas service on or after July 1, 2023, do not qualify for Allowances, Refunds or Discount Option.
Per Decision 23-12-037, Mixed-Fuel New Constructions project applications received after July 1, 2024, will not qualify for Allowances, Refunds, or Discount Option. For new applications for Gas Service Extension(s) on or after July 1, 2023, and Mixed Fuel New Construction projects after July 1, 2024, Applicants must pay PG&E its total estimated installed cost upon contract execution, in advance of PG&E commencing its work. Upon completion of the work and determination of actual costs, PG&E will provide Applicant with a final invoice or refund to account for a true-up to actual costs. An Applicant's failure to pay a final invoice in a timely manner is a violation of PG&E's Gas Rules 15/16 and may result in discontinuance of service. Non-Residential Customers submitting an application for new gas service on or after July 1, 2023 may qualify for Allowances, Refunds or Discount Option if approved by the CPUC. Please complete the following four steps to execute this contract.

1 Review the following work responsibilities and cost information.

Work To Be Done By	GAS MAIN		GAS SERVICE		ELECTRIC DISTRIBUTION			ELECTRIC SERVICE		
	Trench	Pipe	Trench	Pipe	Trench	Substr.	Facilities	Trench	Substr.	Facilities
PG&E										X
Customer										

		GAS		ELECTRIC
Total non-refundable project costs		**$0.00**		**$4,962.31**
Refundable extension costs		**$0.00**		**$147,572.26**
Allowances (credit)	-	$0.00	-	$7,752.18
Net refundable amount	=	**$0.00**	=	**$139,820.07**
10 YEAR REFUNDABLE OPTION				
Net refundable amount		**$0.00**		**$139,820.07**
Credit for value of design and/or facilities provided by applicant	-	$0.00	-	$0.00
Total non-refundable project costs	+	**$0.00**	+	**$4,962.31**
Total (if you select this option)	=	**$0.00**	=	**$144,782.39**
NON-REFUNDABLE 50% DISCOUNT OPTION				
Net refundable amount		**$0.00**		**$139,820.07**
Discount: 50% of Net refundable amount	-	$0.00	-	$69,910.03
Credit for value of design and/or facilities provided by applicant	-	$0.00	-	$0.00
Total non-refundable project costs	+	**$0.00**	+	**$4,962.31**
Total (if you select this option)	=	**$0.00**	=	**$74,872.35**
Potential refund per residential lot/unit		**$0.00**		**$0.00**
Potential reimbursement per service completion				
Pressurized or energized system		$0.00		$0.00
Not pressurized or energized system		$0.00		$0.00
Reimbursement for other work performed		**$0.00**		**$0.00**

All amounts include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.

DEFINITIONS AND EXPLANATION OF TERMS

(For more detail see rules 15 and 16):

Total non-refundable project costs include costs for work such as electric trench and excavation, conduits, inspections, streetlights, conversion from overhead to underground and contract processing.

Refundable extension costs include costs for facilities such as electric conductor, transformers and poles; gas pipe, gas share of distribution trench and regulators; and meters.

Allowances are a credit against refundable extension costs. They are based upon the number of residential units expected to be connected within the first six months and the expected annual non-residential net (distribution) revenue from your project.

Allowances granted under either option are subject to **deficiency billing** if the number of residential units connected or the annual non-residential net revenue falls below the forecast used to calculate the allowances.

Net refundable amount is the portion of overall costs eligible for refund to you based upon additional residential meters being set or upon increases in non-residential annual net (distribution) revenue. A cost-of-ownership charge is assessed against the Net refundable amount (except for individual residential applicants) per Rule 15.

Potential refund per residential lot/unit is for those lots/units for which you did not already receive an allowance (i.e., units not expected to be connected in the first six months). Any refunds may be decreased or eliminated by cost-of-ownership charges assessed under the provisions of Rule 15.

Potential reimbursement per service completion is the amount to which a customer may be entitled for performing certain service connection work PG&E would otherwise perform when installing service extensions and are not to be confused with refunds.

Reimbursement for other work performed is the amount to which a customer may be entitled for performing certain work (other than service completions) that normally is PG&E's responsibility.

129304860

* Automated document, Preliminary Statement, Part A

Form 79-1169
Advice 4862-G/7158-E
January 2024

"PG&E" refers to Pacific G

Gas and Electric Extension Agreement*

2 Select one of the following payment options.

	Gas		Electric		Advance		Total Due
☐ **10-Year Refundable Option for Gas and Electric**	$0.00	+	$144,782.39	-	N/A	=	$144,782.39
☐ **Non-Refundable 50 Percent Discount Option for Gas and Electric**	$0.00	+	$74,872.35	-	N/A	=	$74,872.35
☐ **10-Year Refundable Option for Gas and Non-Refundable 50 Percent Discount Option for Electric**	$0.00	+	$74,872.35	-	N/A	=	$74,872.35
☐ **Non-Refundable 50 Percent Discount Option for Gas and 10-Year Refundable Option for Electric**	$0.00	+	$144,782.39	-	N/A	=	$144,782.39

3 Review these important terms and conditions.

This Gas and Electric Extension Agreement is controlled by, and incorporates by reference, PG&E's tariffs, including Gas and Electric rules 2, 15, and 16; the Distribution and Service Extension Agreement-Provisions (Form 62-0982) and the General Terms & Conditions for Gas and Electric Extension & Service Construction by Applicant (Form 79-716), all as approved and authorized by the CPUC. This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

You can view PG&E's tariffs online at **pge.com/tariffs** or contact the PG&E representative listed below. Additional details underlying the amounts shown in this agreement, as well as the calculation of allowances, refunds or deficiency bills can also be provided by your local PG&E representative.

4 After completing steps 1, 2 and 3 and having checked one, but only one, of the four payment options above, please complete and return the following items to PG&E.

- Sign and return this contract as indicated below.
- Submit the Payment Coupon with Total Due based on your option selected.
- Sign and return the enclosed Statement of Applicant's Contract Anticipated Costs (SACAC) [Form 79-1003] (explanation in box to the right).

Please provide your payment and required forms within 90 days from September 27, 2024. PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.

If you have any questions, please contact Brad Joaquin at **877-743-7782** or by email at **BRJ6@PGE.COM.**

ADDITIONAL INFORMATION

What is the SACAC form

Under PG&E's rules 15 and 16 you have a choice:you can perform the work yourself, hire a qualified contractor to perform the work or hire PG&E to do the work. We are required by the CPUC to provide you with PG&E's costs.

This form identifies our cost for the refundable service that is PG&E's responsibility to install. PG&E's costs were developed based on your choices within the application and may change if you change that choice.

How do I fill out the SACAC?

If you want to do this work yourself or have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs" or check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return to PG&E. PG&E will send you a revised agreement by return mail only if you choose to provide your estimated costs.

If you want PG&E to do this work, please check the section "Applicant's Election Not to Provide Costs," sign and return the SACAC form along with a check for the Total Due based on the option you selected above.

You must return the completed SACAC form to PG&E regardless of who you choose to do the work.

Please follow payment instructions found on your Payment Coupon.

☐ I,_____ (Applicant), hereby attest and certify that this project does not meet the definition of Mixed-Fuel New Construction as described in PG&E Gas and Electric Rules 1 and 15, provided below:
MIXED-FUEL NEW CONSTRUCTION: A new end-use load or consistent with the definition of New Construction in the CEC 2022 Building Energy Efficiency Standards, a building that has never been used or occupied for any purpose, or any renovation where 50 percent or more of the exterior weight bearing walls are removed, that uses gas and/or propane in addition to electricity.

Pacific Gas and Electric Company

This contract has been reviewed and approved by:

Natalie Fritze

Service Planning Supervisor

Customer

Agreed and accepted by:

City of Tracy, A GOVERNMENT AGENCY

Authorized Signatory Nancy Young

Title Signatory

Signature

Date

129304860

* Automated document, Preliminary Statement, Part A

Form 79-1169
Advice 4862-G/7158-E
January 2024

"PG&E" refers to Pacific Gas and Electric Company, a subsidiary of PG&E Corporation. ©2015 Pacific Gas and Electric Company. All rights reserved.

STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS.*

September 27, 2024

Project Name: COVID Homeless Housing

Project Location: 370 WEST ARBOR ROAD, TRACY

Notification Number: 129304860

PM Number(s): (Gas) (Electric) 35569619

APPLICANT COSTS

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

GAS	ELECTRIC
Residential Service Facilities:	**Residential Service Facilities:**
Applicant: $ _____	**Applicant: $** _____
PG&E: $0.00	**PG&E:** $0.00
Number of gas service: 0 **Stubs:** 0	**Number of Electric service:** 0

- Applicant's statement of costs include: overhead or underground service conductors,poles, service transformers, connection fittings, service pipe, valves, service connections,and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.
- Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.

* This form at all times shall be subject to such modifications as the California Public Utilities Commission May direct form time to time in the exercise of its jurisdiction.

†Information collected on this form is used in accordance with PG&E's privacy policy. The privacy policy is available at pge.com/privacy

GAS

Gas Distribution Facilities and Non-Residential Service Services:

Applicant: $ _____

PG&E: **$0.00**

ELECTRIC

Electric Distribution Facilities and Non-Residential Service Services:

Applicant: $ _____

PG&E: **$80,778.18**

GAS DISTRIBUTION TRENCH

Applicant: $ _____

PG&E: **$0.00**

- Applicant's statement of costs include: overhead or underground service conductors,poles, service transformers, connection fittings, service pipe, valves, service connections,and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.
- Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.

I declare under penalty of perjury that the foregoing is true and correct.

☐ **APPLICANT'S ELECTION NOT TO PROVIDE COSTS:** (if this option selected, box must be checked)

I choose not to provide to the utility my refundable costs for this project as taken from my contract with my contractor, or as performed by myself, and acknowledge that PG&E will use its estimate of the refundable costs for this project in the contract between it and me.

Executed on _____ at _____

(Date) (City)

By: Nancy Young

Print Applicant Name: **City of Tracy, A GOVERNMENT AGENCY**

Signed: _____

Title: Signatory

Pacific Gas and Electric Company

Detailed Cost Sheet - Electric Distribution and Service Extension Costs

References	
Notification #	129304860
Contract #	50107824 V2
E16-PM #	35569619
Customer #	4655504

September 27, 2024

Applicant: **Nancy Young**

Project Location/Name **370 WEST ARBOR ROAD, TRACY**

Cost Breakdown

Total number of residential lots/units for this project: 0

Total number of non-residential lots/units for this project: 1

Total number of combined meters: 1

Cost of Services:

Engineering & Administrative Costs					$0.00
Including Applicant Design Value of				$0.00	
Service Tie-In Cost (Energized) by PG&E			(+)		$0.00
Service Tie-in Cost by Applicant			(+)		$0.00
Electric Metering			(+)		$0.00
Others (N/A)			(+)		$0.00
Inspection Fees			(+)		$0.00
Service Cost - PG&E installed	# Services	0	(+)		$0.00
Service Cost - Applicant installed	# Services	0	(+)		$0.00
Total Estimated Cost of Service Subject to Allowance			(=)		$0.00
Including Net Joint Pole Credit Value of				$0.00	

Cost of Service Within Allowance:

less Total Residential Service Allowance (not to exceed Total Estimated Cost of Service Subject to Allowance)					
$0.00	X	0	=	(-)	$0.00
Excess Service Cost				(=)	$0.00
Estimated Service Cost Within Allowance (Total less Excess)				(=)	$0.00
Average Cost per Lot or Unit Within Allowance					
$0.00	/	0	=		$0.00

Excess Service Allowance Applied to Distribution Line Extension Refundable

Amount per Lot or Unit:

$0.00 Allowance	-	$0.00 Ave. Cost / Unit	=	$0.00 **

000129304860

Allowances

Residential:

$0.00 (Allowance)	X	0 (Lots / Units)	=	$0.00

plus ITCC @ 24% Residential Allowances	(+)	$0.00	
SUB TOTAL Residential Allowances	(=)	$0.00	
Non-Residential: $922.76 (Net Annual Revenue) / 0.1476 (Cost-of-Service-Factor) =		$6,251.76	
plus ITCC @ 24% Non-Residential Allowances	(+)	$1,500.42	
SUB TOTAL Non-Residential Allowances	(=)	$7,752.18	
less Residential Service Allowance:			
(0 (Lots/Units) X $0.00 (Ave. Cost / Unit)) + 24% (ITCC) =		$0.00	
Total Distribution Line Extension Allowance	(=)		$7,752.18

Amount Subject to Refund

Engineering & Administrative Costs		$17,925.08	
Including Applicant Design Value of	$0.00		
Tie-In of Distribution by PG&E	(+)	$17,810.26	
Electric Metering (Non-Residential Projects)	(+)	$2,496.37	
Other Taxable charges (N/A)	(+)	$0.00	
PG&E installed - Cost of Distribution Line and Non-Res Svcs.	(+)	$80,778.18	
Applicant installed - Cost of Distribution Line and Non-Res Svcs.	(+)	$0.00	
Value of Distribution Substructures	(+)	$0.00	
Inspection Fees	(+)	$0.00	
Less Non-Residential Service Costs not Qualified for Refunds	(-)	$0.00	
Less Distribution Extension Costs not Qualified for Refunds	(-)	$0.00	
SUB TOTAL	(=)	$119,009.89	
Including Net Joint Pole Credit Value of	$0.00		
plus ITCC @ 24%	(+)	$28,562.37	
Total Refundable Amount	(+)	$147,572.26	
Less Total Allowances (not to exceed Total Refundable Amount)	(-)	$7,752.18	
Balance: Net Refundable Amount		$139,820.07	

10 Year Refundable Advance Option

Balance: Net Refundable Amount	$139,820.07	
Less Credit for Value of Applicant Design Work	$0.00	
Less Cost of Dist. Line Ext. and Non-Res Svcs. installed by Applicant	$0.00	
Less Distribution Substructures by Applicant	$0.00	
Net 10 Year Refundable Advance Option Amount		$139,820.08

Non-Refundable Discount Option

Balance: Net Refundable Amount			$139,820.07	
less Discount	$139,820.07 (Balance) X 0.50 (Discount Rate) =	(-)	$69,910.03	
Less Credit for Value of Applicant Design Work			$0.00	
Less Cost of Dist. Line Ext. and Non-Res Svcs. installed by Applicant			$0.00	
Less Distribution Substructures by Applicant			$0.00	
Net Non-Refundable Discount Option Amount				$69,910.03

000129304860

Non-Refundable Payments

Rule 16 Non-Refundable Payments

Excess Service Costs		$0.00	
Non-Residential Service Costs not Qualified for Refunds	(+)	$0.00	
Service Costs Beyond Preferred Service Location	(+)	$0.00	
Service Riser	(+)	$1,194.18	
Value of Rule 16 Land Rights Costs	(+)	$0.00	
Value of Service Trench, Conduits & Substructures in the Franchise Area or on 3rd Party Property	(+)	$0.00	
Inspection Fees	(+)	$1,170.05	
Rule 16 Trench Permits Obtained by PG&E	(+)	$0.00	
Other Taxable Charges: N/A	(+)	$1,415.86	
Cost of Additional Rule 16 Applicant Design Plan Checks	(+)	$0.00	
SUB TOTAL	(=)	$3,780.09	
Plus ITCC @ 24%	(+)	$907.22	
Other Non-taxable Charges:	(+)	$0.00	
Residential Per Meter Charge = 0 unit(s)	(+)	$0.00	
Non-Residential Per Meter Charge 1 unit(s)	(+)	$275.00	
Inspection Fees (not subject to ITCC)	(+)	$0.00	
Plus Service Trench, Conduits, & Substructures installed by PG&E on Private Property	(+)	$0.00	
SUB TOTAL	(=)	$4,962.31	
Less Excess Service Facilities Installed by Applicant	(-)	$0.00	
Less Service Costs Beyond Preferred Location by Applicant	(-)	$0.00	
Less Service Trench in the Franchise Area or on & 3rd Party Property installed by Applicant	(-)	$0.00	
Less Rule 16 Applicant Design Work Associated with Excess	(-)	$0.00	
Total Rule 16 Non-Refundable Amount		(=)	$4,962.31

Rule 15 Non-Refundable Payments

Distribution Extension Costs not Qualified for Refunds		$0.00	
Inspection Fees	(+)	$0.00	
Re-estimating/Composite Preparation	(+)	$0.00	
Cost of Additional Applicant Design Plan Checks	(+)	$0.00	
Value of Distribution Conduits	(+)	$0.00	
Distribution Risers Installed by PG&E	(+)	$0.00	
Value of Distribution Trench	(+)	$0.00	
PG&E Land Rights Costs	(+)	$0.00	
Rule 15 Trench Permits Obtained by PG&E	(+)	$0.00	
Other	(+)	$0.00	
SUB TOTAL	(=)	$0.00	
Plus ITCC @ 24%	(+)	$0.00	
Other Non-taxable Charges	(+)	$0.00	
SUB TOTAL	(=)	$0.00	
Less Cost of Distribution Line Extension Installed by Applicant	(-)	$0.00	
Less Distribution Substructures by Applicant	(-)	$0.00	
Less Rule 15 Applicant Design Work	(-)	$0.00	
Less Distribution Conduits Installed by Applicant	(-)	$0.00	
Less Distribution Trench Provided by Applicant	(-)	$0.00	
Total Non-Refundable Electric Rule 15 Amount		(=)	$0.00

000129304860

Relocation / Rearrangement of PG&E Facilities

Value of Relocation/Rearrangement Facilities		$0.00	
Value of Relocation/Rearrangement Conduits & Substructures	(+)	$0.00	
Value of Relocation/Rearrangement Trench & Excavation	(+)	$0.00	
Engineering & Administrative Costs	(+)	$0.00	
Value of Relocation Applicant Design Work	(+)	$0.00	
Re-engineering/Comp Prep/Add'l AD Plan Checks	(+)	$0.00	
Tie-in/Meter of Relocation/Rearrangement by PG&E	(+)	$0.00	
Relocation/Rearrangement Trench Permits Obtained by PG&E	(+)	$0.00	
Relocation/Rearrangement Land Rights	(+)	$0.00	
Relocation/Rearrangement Inspection Fees	(+)	$0.00	
SUB TOTAL	(=)	$0.00	
Including Net Joint Pole Credit Value of	$0.00		
Plus ITCC @ 0%	(+)	$0.00	
Plus Relocation/Rearrangement - Non Taxable	(+)	$0.00	
D.0405055 Line Extension Costs - Residential (PMC Charge)	(+)	$0.00	
D.0405055 Line Extension Costs - Non-Residential (PMC Charge)	(+)	$0.00	
SUB TOTAL	(=)	$0.00	
Less Relocation/Rearrangement Facilities Installed by Applicant	(-)	$0.00	
Less Conduits & Substructures Installed by Applicant	(-)	$0.00	
Less Trench & Excavation Provided by Applicant	(-)	$0.00	
Less Value of Relocation Applicant Design Work	(-)	$0.00	
Less Relocation/Rearrangement Salvage	(-)	$0.00	
Total Relocation / Rearrangement of PG&E Facilities Amount		(=)	$0.00

Actual Cost Billing Forecast(6)

Total Non-Refundable Electric Rule 16 Amount	(+)	$4,962.31	
Total Non-Refundable Electric Rule 15 Amount	(+)	$0.00	
Total Non-Refundable Relocation / Rearrangement Amount	(+)	$0.00	
Total Non-Refundable Costs	(+)	$4,962.31	
Actual Cost Billing Forecast Fee	(+)	$0.00	
Total Non-Refundable Payment		(=)	$4,962.31

Value of Electric Facility Reinforcements by PG&E: $0.00 **based upon Applicant's estimated demand of:** 0.00 **kVa**

(Reference: Payment Adjustments. Excess Facilities section of provisions)

(1) Total Service Allowance not to exceed the Cost of Service

(2) 10 Year Refundable and Discount Option credit amounts will be paid upon acceptance of facilities. Credit amounts are subject to future deficiency billing in accordance with the tariff.

(3) 10 Year Refundable and Discount Option credit amounts do not offset Other Non-Refundable or Relocation Fees. See Reimbursement Summary for a total of Reimbursements and Credits to be paid upon acceptance of facilities.

(4) Inspection Fees (Only Refundable if Applicant's Actual Cost is Used. Applicant's Actual Cost + Inspection Cannot Exceed PG&E's Estimate)

(5) The lower of PG&E's estimated costs or the Applicant's Contract Anticipated Costs (as documented on Form 79-1003 "Statement of Contract Anticipated Costs") will be used to establish the cost of Service and Distribution Line Extension subject to Allowance

(6) Per CPUC Decision 23-12-037, Actual Cost Billing Forecast is to cover any cost increases due to unforeseen circumstances.

Note: This supplemental detailed cost sheet is **for reference only** and is not intended for use in place of the actual contract for the project listed.

000129304860

Attachment B

Customer Payment Coupon

References	
Notification #	125451159
Contract #	50086531 V1
E13-PM #	35428709
Customer #	3870226

August 01, 2023

City of Tracy
333 Civic Center Plaza
TRACY, CA 95376

Customer Cost Summary

384 ARBOR AVE, TRACY

Amounts Due		Total Due
Electric Temporary Power	$73,524.81	
Minus the following credit		
Advance Credit	($2,500.00)	
		$71,024.81

Important Payment Information

To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at **https://www.pge.com/contractpayments**

To complete your contract BY MAIL

- Please make check payable to: **PG&E** or **Pacific Gas and Electric**
- Complete, sign and return the enclosed agreement(s), the SACAC form and the customer payment coupon with your payment
- **Remit payment and SACAC form to**:
  PG&E CFM/PPC Department
  PO BOX 997340
  Sacramento, CA 95899-7340

IMPORTANT MESSAGE

Please review the enclosed information and total due. This document needs to be returned with the enclosed agreements.

If you complete your contract ONLINE, a copy will be saved to your Customer Connections Online (CCO) account at **pge.com/cco.**

To learn more about PG&E's gas and electric safety initiatives and resources please visit **pge.com/safety.**

Have Questions?
Please Call 1-800-422-0436

125451159

Pacific Gas and Electric Company

Agreement to Perform Tariff Schedule Related Work

DISTRIBUTION:

- ☐ Applicant (Original)
- ☐ Division (Original)
- ☐ ACCTG. SVCS.

REFERENCES:

Notification #	125451159
Contract #	50086531 V1
PM #	35428709

August 01, 2023

City of Tracy, A GOVERNMENT AGENCY (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragragh 3 herein. PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefore, subject to the following conditions:

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.

2. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.

3. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc):

LOCATION: **384 ARBOR AVE, TRACY**

DESCRIPTION OF WORK: **Temporary Service (less than one year)**

Engineering & Administrative Costs (including Applicant Design Value below)		$11,110.25
Applicant Design Value $0.00		
Re-Estimating/Composite Preparation	(+)	$0.00
Additional Applicant Design Plan checks	(+)	$0.00
Facilities (cable/poles/TX/switches) for Temp Power	(+)	$51,656.89
Trench, Conduit & Service Substructures, Trench Permits and Land	(+)	$0.00
Tie-in of Temp Power	(+)	$1,813.38
Meters	(+)	$2,918.24
Riser Molding	(+)	$1,230.55
Inspection of Applicant Work	(+)	$1,229.08
Removal of Temporary Facilities (at end of use)	(+)	$3,566.42
Other Non-Refundable work - Taxable	(+)	$0.00
Subtotal	**(=)**	**$73,524.81**
Including Net Joint Pole Credit Value of $0.00		
ITCC @ 0%	(+)	$0.00
Conduit & Service Substructures - Private	(+)	$0.00
Trench & Excavation (E13) - Private	(+)	$0.00
Other Non-Refundable work - Non Taxable	(+)	$0.00
less Work Provided by Applicant	**(=)**	**$0.00**
less Salvage	(-)	$0.00
Total Payment	**(=)**	**$73,524.81**

125451159

62-4527 (Rev 1/91)
Service Planning
Advice No. 1633-G/1342-E
Effective 4/02/91

* Automated document, Preliminary Statement, Part A

4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of
Seventy-three thousand five hundred twenty-four dollars and eighty-one cents $73,524.81

Upon completion of requested work, ownership shall vest in: ☒ PG&E ☐ Applicant

Executed this 2 day of August 2023

City of Tracy, A GOVERNMENT AGENCY
Applicant

PACIFIC GAS & ELECTRIC COMPANY

By: Ilene Macintire

Ilene Macintire
Print/Type/Name

By: Jennifer Betancourt

Title: AUTHORIZED SIGNATORY

Title: Service Planning Supervisor

Mailing Address: 333 Civic Center Plaza
TRACY, CA 95376

125451159

62-4527 (Rev 1/91)
Service Planning
Advice No. 1633-G/1342-E
Effective 4/02/91

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

(1) APPROVING THE EXECUTION OF A GAS AND ELECTRIC EXTENSION AGREEMENT WITH PACIFIC GAS AND ELECTRIC, INC. (PG&E) FOR NEW SERVICE ACTIVATION AT 370 W. ARBOR AVENUE FOR THE PHASE II IMPROVEMENTS AT THE TEMPORARY EMERGENCY HOUSING FACILITY, CAPITAL IMPROVEMENT PROJECT 71112 IN THE AMOUNT OF $74,873, AND

(2) RATIFYING THE PREVIOUSLY EXECUTED GAS AND ELECTRIC EXTENSION AGREEMENT WITH PG&E FOR NEW SERVICE ACTIVATION AT 384 W. ARBOR AVENUE FOR THE PHASE III AND IV IMPROVEMENTS OF THE TEHF, IN THE AMOUNT OF $73,524.81.

WHEREAS, on March 10, 2020, City Council adopted Resolution No. 2020-050, which declared a shelter crisis pursuant to California Government Code Section 8698.2; and

WHEREAS, on September 1, 2020, City Council authorized the creation of a Capital Improvement Project (CIP) for the Temporary Emergency Housing Project (TEHF) on Arbor Avenue, CIP 71112 (Project) to create a safe and dignified facility for residents experiencing homelessness; and

WHEREAS, from March 2020 through early 2021 staff worked to design the facility and initiated site preparations for TEHF project, Phase I work, which consisted of demolition, grading, and underground infrastructure construction, Phase I was intended to prepare for the development and installation of Phase II housing, which came to be known as the "sprung structure", to be utilized as the TEHF shelter on Arbor; and

WHEREAS, this preparation included the design and development of the necessary components required to provide permanent power (electricity) from PG&E to the facility; and

WHEREAS, the proposed Phase II Project construction included the installation of the permanent power supply, but it was postponed due to the costs related to expediting the completion of the interim facility preparation; as a result, portable generators were leased to provide power for the site until equipment for a permanent power supply could be installed; and

WHEREAS, both Phase III and Phase IV interim housing facilities are now being powered by four (4) portable generators, consisting of two (2) primary generators and two (2) backup generators, required by South San Joaquin County Fire to maintain power to the Fire Alarm Monitoring System; fuel costs have increased due to the higher demand of the additional facilities and residents; and

WHEREAS, on April 15, 2022, staff executed a Gas and Power Extension Agreement with PG&E in the amount of $71,442 for the installation of permanent power for the Phase II Improvements based on their understanding of authority that had been granted to the City Manager during the shelter crisis, PG&E accepted the agreement and the payment in the amount of $71,441.88; and

WHEREAS, concurrently with the developments for permanent power to the TEHF, staff was also working on temporary and permanent power to the Phase III and IV interim site on the southern end of the TEHF shelter site; and

WHEREAS, on August 2, 2023, staff executed another Gas and!Electric Agreement (Phase III Agreement) with PG&E in the amount of $73,524.81 for the installation of permanent power for the Phase III and IV Improvements which were, and continue to, be providing shelter and support services to the homeless community of Tracy; and

WHEREAS, it is now discovered that the execution of this Phase III Agreement had never been taken back to the City Council for ratification as had all other actions taken by the City Manager under the shelter crisis delegations of authority; and

WHEREAS, PG&E accepted the Phase III Agreement and the payment in the amount of $73,524.81; and

WHEREAS, the Phase III Agreement is still active, and PG&E is performing in accordance to the terms of the agreement and the work will be completed as proposed in the agreement terms; and

WHEREAS, staff remained in constant contact with PG&E regarding both Agreements and continued to prepare the site for permanent power which included the purchase and delivery of the necessary infrastructure to receive and relay power from PG&E service lines; and

WHEREAS, on April 2, 2024, pursuant to Resolution 2024-047, the City Council approved an agreement with Nelco Electric, Inc. for the purchase of the power supply equipment, including switchgear and panel boards, for City owned power infrastructure needed for the TEHF; and

WHEREAS, on May 14, 2024, pursuant to Resolution 2024-068, the City Council authorized the award of a construction contract to Bockmon & Woody, Inc., of Stockton, for the installation of the City owned electrical infrastructure, including switchgear and panel boards, the construction began in August of 2024 and is anticipated to be complete in October of 2024; and

WHEREAS, in July of 2024, the City received a refund check in the amount of $65,826 issued by PG&E on July 18, 2024, terminating the agreement executed on April 15, 2022 and this amount included a deduction in the amount of $5,617; and

WHEREAS, PG&E terminated the agreement as per their terms and conditions of "the Distribution and Service Extension Agreement-Provisions (Form 62-0982)" and upon further inquiring with PG&E staff was informed that the agreement was terminated because the design and other information submitted for the agreement executed on April 15, 2022 was only valid for 18 months; and

WHEREAS, after termination, staff worked with PG&E to immediately process a new application, PG&E reviewed the new application to ensure it met current code requirements and approved the resubmittal by August 8, 2024. The new (Phase II) Agreement was issued on August 13, 2024, in the amount of $74,873, for the City's execution; and

WHEREAS, staff is requesting the City Council to approve the execution of Phase II Agreement and at the same time staff is also requesting the City Council to ratify the previously executed Phase III Agreement; and

WHEREAS, the project is funded pursuant to City Council's approval of the Temporary Emergency Housing Facility, CIP 71112, which is an approved project in the City's Capital Improvement Plan; sufficient funds are available in the CIP for the new Agreement; and

WHEREAS, a Notice of Exemption was issued on October 16, 2020, for the TEHF in accordance with Government Code sections 65660-65662 for low barrier navigation Centers and Section 15269(c) of the California Environment Quality Act Guidelines!(CEQA) and this action is consistent with the project considered in the Notice of Exemption and no further environmental review is necessary and San Joaquin County, as the responsible entity under the National Environmental Protection Act (NEPA) for the federal grants related to this Project, conducted an Environmental Assessment in 2023 and released a Finding of No Significant Impact on January 18, 2024, in compliance with NEPA and applicable federal regulations; and

WHEREAS, the Tracy Homelessness Advisory Committee heard this item on October 17, 2024 and recommended that the City Council adopt the proposed Resolution; and

NOW THEREFORE, be it

RESOLVED: That the City Council for the City of Tracy hereby finds the actions approved by this resolution exempt from California Environmental Quality Act (CEQA) pursuant to Government Code section 8698.4 as provided for homeless shelters; and be it further

RESOLVED: That San Joaquin County, as the responsible entity under the National Environmental Protection Act (NEPA) for the federal grants related to this Project, conducted an Environmental Assessment in 2023 and released a Finding of No Significant Impact on January 18, 2024, in compliance with NEPA and applicable federal regulations; and be it further

RESOLVED: That the City Council hereby approves a Gas and Power Extension Agreement No. PM 35569619 attached hereto as Exhibit 1 with Pacific Gas & Electric, Inc., in the amount of $74,873; and be it further

RESOLVED: That the City Council hereby authorizes the City Manager to sign the Agreement; and be it further

RESOLVED: That the City Council hereby ratifies the previously executed Phase III Agreement attached hereto as Exhibit 2 with Pacific Gas & Electric, Inc., Phase III and IV Site Improvements, in the amount of $73,524.81.

* * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on November 19, 2024, 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

EXHIBITS:

Exhibit 1: Gas & Electric Extension Service Agreement PM# 35569619
Exhibit 2: Attachment B - Gas & Electric Extension Service Agreement PM# 35428709

Exhibit 1

Customer Payment Coupon

References	
Notification #	129304860
Contract #	50107824 V2
E16-PM #	35569619
Customer #	4655504

September 27, 2024

City of Tracy
333 Civic Center Plaza
TRACY, CA 95376

Customer Payment Summary

370 WEST ARBOR ROAD, TRACY

Please pay the Total Due based upon the payment option(s) you selected on page two of the enclosed Gas and Electric Extension Agreement.

Payment Options	Subtotal	Total Due
10-Year Refundable Advance Option Gas and Electric	$144,782.39	**$144,782.39**
Non-Refundable 50 percent Discount Option for Gas and Electric	$74,872.35	**$74,872.35**
10-Year Refundable Advance Option for Gas and Non-Refundable 50 percent Discount Option for Electric	$74,872.35	**$74,872.35**
Non-Refundable 50 percent Discount Option for Gas and 10-Year Refundable Advance Option for Electric	$144,782.39	**$144,782.39**

Important Payment Information

To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at **https://www.pge.com/contractpayments**

To complete your contract BY MAIL

- Please make check payable to: **PG&E** or **Pacific Gas and Electric**
- Complete, sign and return the enclosed agreement(s), the SACAC form and the customer payment coupon with your payment
- **Remit payment and SACAC form to**:
  PG&E CFM/PPC Department
  PO BOX 997340
  Sacramento, CA 95899-7340

IMPORTANT MESSAGE

Please review the enclosed information and total due. This document needs to be returned with the enclosed agreements.

If you complete your contract ONLINE, a copy will be saved to your Customer Connections Online (CCO) account at **pge.com/cco.**

To learn more about PG&E's gas and electric safety initiatives and resources please visit **pge.com/safety.**

Have Questions?
Please Call 1-800-422-0436

129304860

Gas and Electric Extension Agreement*

For Internal Use	
Notification #	129304860
Contract #	50107824 V2
E-PM #	35569619
G-PM #	
E-Prior MLX/PM#	
G-Prior MLX/PM#	
Customer #	4655504

September 27, 2024

City of Tracy
333 Civic Center Plaza
TRACY, CA, 95376

Re: 370 WEST ARBOR ROAD, TRACY

Dear Nancy Young

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide the requested gas and electric service to the project address listed above. PG&E's costs have been developed based on the choices and information provided in your application and may change if you make changes. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Per Decision 22-09-026, Residential and Non-residential Customers submitting an application for new gas service on or after July 1, 2023, do not qualify for Allowances, Refunds or Discount Option.
Per Decision 23-12-037, Mixed-Fuel New Constructions project applications received after July 1, 2024, will not qualify for Allowances, Refunds, or Discount Option. For new applications for Gas Service Extension(s) on or after July 1, 2023, and Mixed Fuel New Construction projects after July 1, 2024, Applicants must pay PG&E its total estimated installed cost upon contract execution, in advance of PG&E commencing its work. Upon completion of the work and determination of actual costs, PG&E will provide Applicant with a final invoice or refund to account for a true-up to actual costs. An Applicant's failure to pay a final invoice in a timely manner is a violation of PG&E's Gas Rules 15/16 and may result in discontinuance of service. Non-Residential Customers submitting an application for new gas service on or after July 1, 2023 may qualify for Allowances, Refunds or Discount Option if approved by the CPUC. Please complete the following four steps to execute this contract.

1 Review the following work responsibilities and cost information.

Work To Be Done By	GAS MAIN		GAS SERVICE		ELECTRIC DISTRIBUTION			ELECTRIC SERVICE		
	Trench	Pipe	Trench	Pipe	Trench	Substr.	Facilities	Trench	Substr.	Facilities
PG&E										X
Customer										

		GAS		ELECTRIC
Total non-refundable project costs		**$0.00**		**$4,962.31**
Refundable extension costs		**$0.00**		**$147,572.26**
Allowances (credit)	-	$0.00	-	$7,752.18
Net refundable amount	=	**$0.00**	=	**$139,820.07**
10 YEAR REFUNDABLE OPTION				
Net refundable amount		**$0.00**		**$139,820.07**
Credit for value of design and/or facilities provided by applicant	-	$0.00	-	$0.00
Total non-refundable project costs	+	**$0.00**	+	**$4,962.31**
Total (if you select this option)	=	**$0.00**	=	**$144,782.39**
NON-REFUNDABLE 50% DISCOUNT OPTION				
Net refundable amount		**$0.00**		**$139,820.07**
Discount: 50% of Net refundable amount	-	$0.00	-	$69,910.03
Credit for value of design and/or facilities provided by applicant	-	$0.00	-	$0.00
Total non-refundable project costs	+	**$0.00**	+	**$4,962.31**
Total (if you select this option)	=	**$0.00**	=	**$74,872.35**
Potential refund per residential lot/unit		**$0.00**		**$0.00**
Potential reimbursement per service completion				
Pressurized or energized system		$0.00		$0.00
Not pressurized or energized system		$0.00		$0.00
Reimbursement for other work performed		**$0.00**		**$0.00**

All amounts include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.

DEFINITIONS AND EXPLANATION OF TERMS

(For more detail see rules 15 and 16):

Total non-refundable project costs include costs for work such as electric trench and excavation, conduits, inspections, streetlights, conversion from overhead to underground and contract processing.

Refundable extension costs include costs for facilities such as electric conductor, transformers and poles; gas pipe, gas share of distribution trench and regulators; and meters.

Allowances are a credit against refundable extension costs. They are based upon the number of residential units expected to be connected within the first six months and the expected annual non-residential net (distribution) revenue from your project.

Allowances granted under either option are subject to **deficiency billing** if the number of residential units connected or the annual non-residential net revenue falls below the forecast used to calculate the allowances.

Net refundable amount is the portion of overall costs eligible for refund to you based upon additional residential meters being set or upon increases in non-residential annual net (distribution) revenue. A cost-of-ownership charge is assessed against the Net refundable amount (except for individual residential applicants) per Rule 15.

Potential refund per residential lot/unit is for those lots/units for which you did not already receive an allowance (i.e., units not expected to be connected in the first six months). Any refunds may be decreased or eliminated by cost-of-ownership charges assessed under the provisions of Rule 15.

Potential reimbursement per service completion is the amount to which a customer may be entitled for performing certain service connection work PG&E would otherwise perform when installing service extensions and are not to be confused with refunds.

Reimbursement for other work performed is the amount to which a customer may be entitled for performing certain work (other than service completions) that normally is PG&E's responsibility.

129304860

* Automated document, Preliminary Statement, Part A

Form 79-1169
Advice 4862-G/7158-E
January 2024

"PG&E" refers to Pacific G

Gas and Electric Extension Agreement*

2 Select one of the following payment options.

	Gas		Electric		Advance		Total Due
☐ **10-Year Refundable Option for Gas and Electric**	$0.00	+	$144,782.39	-	N/A	=	$144,782.39
☐ **Non-Refundable 50 Percent Discount Option for Gas and Electric**	$0.00	+	$74,872.35	-	N/A	=	$74,872.35
☐ **10-Year Refundable Option for Gas and Non-Refundable 50 Percent Discount Option for Electric**	$0.00	+	$74,872.35	-	N/A	=	$74,872.35
☐ **Non-Refundable 50 Percent Discount Option for Gas and 10-Year Refundable Option for Electric**	$0.00	+	$144,782.39	-	N/A	=	$144,782.39

3 Review these important terms and conditions.

This Gas and Electric Extension Agreement is controlled by, and incorporates by reference, PG&E's tariffs, including Gas and Electric rules 2, 15, and 16; the Distribution and Service Extension Agreement-Provisions (Form 62-0982) and the General Terms & Conditions for Gas and Electric Extension & Service Construction by Applicant (Form 79-716), all as approved and authorized by the CPUC. This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

You can view PG&E's tariffs online at **pge.com/tariffs** or contact the PG&E representative listed below. Additional details underlying the amounts shown in this agreement, as well as the calculation of allowances, refunds or deficiency bills can also be provided by your local PG&E representative.

4 After completing steps 1, 2 and 3 and having checked one, but only one, of the four payment options above, please complete and return the following items to PG&E.

- Sign and return this contract as indicated below.
- Submit the Payment Coupon with Total Due based on your option selected.
- Sign and return the enclosed Statement of Applicant's Contract Anticipated Costs (SACAC) [Form 79-1003] (explanation in box to the right).

Please provide your payment and required forms within 90 days from September 27, 2024. PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.

If you have any questions, please contact Brad Joaquin at **877-743-7782** or by email at **BRJ6@PGE.COM.**

ADDITIONAL INFORMATION

What is the SACAC form

Under PG&E's rules 15 and 16 you have a choice:you can perform the work yourself, hire a qualified contractor to perform the work or hire PG&E to do the work. We are required by the CPUC to provide you with PG&E's costs.

This form identifies our cost for the refundable service that is PG&E's responsibility to install. PG&E's costs were developed based on your choices within the application and may change if you change that choice.

How do I fill out the SACAC?

If you want to do this work yourself or have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs" or check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return to PG&E. PG&E will send you a revised agreement by return mail only if you choose to provide your estimated costs.

If you want PG&E to do this work, please check the section "Applicant's Election Not to Provide Costs," sign and return the SACAC form along with a check for the Total Due based on the option you selected above.

You must return the completed SACAC form to PG&E regardless of who you choose to do the work.

Please follow payment instructions found on your Payment Coupon.

☐ I,_____ (Applicant), hereby attest and certify that this project does not meet the definition of Mixed-Fuel New Construction as described in PG&E Gas and Electric Rules 1 and 15, provided below:
MIXED-FUEL NEW CONSTRUCTION: A new end-use load or consistent with the definition of New Construction in the CEC 2022 Building Energy Efficiency Standards, a building that has never been used or occupied for any purpose, or any renovation where 50 percent or more of the exterior weight bearing walls are removed, that uses gas and/or propane in addition to electricity.

Pacific Gas and Electric Company

This contract has been reviewed and approved by:

Natalie Fritze

Service Planning Supervisor

Customer

Agreed and accepted by:

City of Tracy, A GOVERNMENT AGENCY

Authorized Signatory Nancy Young

Title Signatory

Signature

Date

129304860

* Automated document, Preliminary Statement, Part A

Form 79-1169
Advice 4862-G/7158-E
January 2024

"PG&E" refers to Pacific Gas and Electric Company, a subsidiary of PG&E Corporation. ©2015 Pacific Gas and Electric Company. All rights reserved.

STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS.*

September 27, 2024

Project Name: COVID Homeless Housing

Project Location: 370 WEST ARBOR ROAD, TRACY

Notification Number: 129304860

PM Number(s): (Gas) (Electric) 35569619

APPLICANT COSTS

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

GAS	ELECTRIC
Residential Service Facilities:	**Residential Service Facilities:**
Applicant: $ _____	**Applicant: $** _____
PG&E: $0.00	**PG&E:** $0.00
Number of gas service: 0 **Stubs:** 0	**Number of Electric service:** 0

- Applicant's statement of costs include: overhead or underground service conductors,poles, service transformers, connection fittings, service pipe, valves, service connections,and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.
- Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.

* This form at all times shall be subject to such modifications as the California Public Utilities Commission May direct form time to time in the exercise of its jurisdiction.

†Information collected on this form is used in accordance with PG&E's privacy policy. The privacy policy is available at pge.com/privacy

GAS

Gas Distribution Facilities and Non-Residential Service Services:

Applicant: $ _____

PG&E: **$0.00**

ELECTRIC

Electric Distribution Facilities and Non-Residential Service Services:

Applicant: $ _____

PG&E: **$80,778.18**

GAS DISTRIBUTION TRENCH

Applicant: $ _____

PG&E: **$0.00**

- Applicant's statement of costs include: overhead or underground service conductors,poles, service transformers, connection fittings, service pipe, valves, service connections,and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.
- Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.

I declare under penalty of perjury that the foregoing is true and correct.

☐ **APPLICANT'S ELECTION NOT TO PROVIDE COSTS:** (if this option selected, box must be checked)

I choose not to provide to the utility my refundable costs for this project as taken from my contract with my contractor, or as performed by myself, and acknowledge that PG&E will use its estimate of the refundable costs for this project in the contract between it and me.

Executed on _____ at _____

(Date) (City)

By: Nancy Young

Print Applicant Name: **City of Tracy, A GOVERNMENT AGENCY**

Signed: _____

Title: Signatory

Pacific Gas and Electric Company

Detailed Cost Sheet - Electric Distribution and Service Extension Costs

References	
Notification #	129304860
Contract #	50107824 V2
E16-PM #	35569619
Customer #	4655504

September 27, 2024

Applicant: **Nancy Young**

Project Location/Name **370 WEST ARBOR ROAD, TRACY**

Cost Breakdown

Total number of residential lots/units for this project: 0

Total number of non-residential lots/units for this project: 1

Total number of combined meters: 1

Cost of Services:

Engineering & Administrative Costs					$0.00
Including Applicant Design Value of				$0.00	
Service Tie-In Cost (Energized) by PG&E			(+)		$0.00
Service Tie-in Cost by Applicant			(+)		$0.00
Electric Metering			(+)		$0.00
Others (N/A)			(+)		$0.00
Inspection Fees			(+)		$0.00
Service Cost - PG&E installed	# Services	0	(+)		$0.00
Service Cost - Applicant installed	# Services	0	(+)		$0.00
Total Estimated Cost of Service Subject to Allowance			(=)		$0.00
Including Net Joint Pole Credit Value of				$0.00	

Cost of Service Within Allowance:

less Total Residential Service Allowance (not to exceed Total Estimated Cost of Service Subject to Allowance)					
$0.00	X	0	=	(-)	$0.00
Excess Service Cost				(=)	$0.00
Estimated Service Cost Within Allowance (Total less Excess)				(=)	$0.00
Average Cost per Lot or Unit Within Allowance					
$0.00	/	0	=		$0.00

Excess Service Allowance Applied to Distribution Line Extension Refundable

Amount per Lot or Unit:

$0.00 Allowance	-	$0.00 Ave. Cost / Unit	=	$0.00 **

000129304860

Allowances

Residential:

$0.00 (Allowance)	X	0 (Lots / Units)	=	$0.00

plus ITCC @ 24% Residential Allowances	(+)	$0.00	
SUB TOTAL Residential Allowances	(=)	$0.00	
Non-Residential: $922.76 (Net Annual Revenue) / 0.1476 (Cost-of-Service-Factor) =		$6,251.76	
plus ITCC @ 24% Non-Residential Allowances	(+)	$1,500.42	
SUB TOTAL Non-Residential Allowances	(=)	$7,752.18	
less Residential Service Allowance:			
(0 (Lots/Units) X $0.00 (Ave. Cost / Unit)) + 24% (ITCC) =		$0.00	
Total Distribution Line Extension Allowance	(=)		$7,752.18

Amount Subject to Refund

Engineering & Administrative Costs		$17,925.08	
Including Applicant Design Value of	$0.00		
Tie-In of Distribution by PG&E	(+)	$17,810.26	
Electric Metering (Non-Residential Projects)	(+)	$2,496.37	
Other Taxable charges (N/A)	(+)	$0.00	
PG&E installed - Cost of Distribution Line and Non-Res Svcs.	(+)	$80,778.18	
Applicant installed - Cost of Distribution Line and Non-Res Svcs.	(+)	$0.00	
Value of Distribution Substructures	(+)	$0.00	
Inspection Fees	(+)	$0.00	
Less Non-Residential Service Costs not Qualified for Refunds	(-)	$0.00	
Less Distribution Extension Costs not Qualified for Refunds	(-)	$0.00	
SUB TOTAL	(=)	$119,009.89	
Including Net Joint Pole Credit Value of	$0.00		
plus ITCC @ 24%	(+)	$28,562.37	
Total Refundable Amount	(+)	$147,572.26	
Less Total Allowances (not to exceed Total Refundable Amount)	(-)	$7,752.18	
Balance: Net Refundable Amount		$139,820.07	

10 Year Refundable Advance Option

Balance: Net Refundable Amount	$139,820.07	
Less Credit for Value of Applicant Design Work	$0.00	
Less Cost of Dist. Line Ext. and Non-Res Svcs. installed by Applicant	$0.00	
Less Distribution Substructures by Applicant	$0.00	
Net 10 Year Refundable Advance Option Amount		$139,820.08

Non-Refundable Discount Option

Balance: Net Refundable Amount			$139,820.07	
less Discount	$139,820.07 (Balance) X 0.50 (Discount Rate) =	(-)	$69,910.03	
Less Credit for Value of Applicant Design Work			$0.00	
Less Cost of Dist. Line Ext. and Non-Res Svcs. installed by Applicant			$0.00	
Less Distribution Substructures by Applicant			$0.00	
Net Non-Refundable Discount Option Amount				$69,910.03

000129304860

Non-Refundable Payments

Rule 16 Non-Refundable Payments

Excess Service Costs		$0.00	
Non-Residential Service Costs not Qualified for Refunds	(+)	$0.00	
Service Costs Beyond Preferred Service Location	(+)	$0.00	
Service Riser	(+)	$1,194.18	
Value of Rule 16 Land Rights Costs	(+)	$0.00	
Value of Service Trench, Conduits & Substructures in the Franchise Area or on 3rd Party Property	(+)	$0.00	
Inspection Fees	(+)	$1,170.05	
Rule 16 Trench Permits Obtained by PG&E	(+)	$0.00	
Other Taxable Charges: N/A	(+)	$1,415.86	
Cost of Additional Rule 16 Applicant Design Plan Checks	(+)	$0.00	
SUB TOTAL	(=)	$3,780.09	
Plus ITCC @ 24%	(+)	$907.22	
Other Non-taxable Charges:	(+)	$0.00	
Residential Per Meter Charge = 0 unit(s)	(+)	$0.00	
Non-Residential Per Meter Charge 1 unit(s)	(+)	$275.00	
Inspection Fees (not subject to ITCC)	(+)	$0.00	
Plus Service Trench, Conduits, & Substructures installed by PG&E on Private Property	(+)	$0.00	
SUB TOTAL	(=)	$4,962.31	
Less Excess Service Facilities Installed by Applicant	(-)	$0.00	
Less Service Costs Beyond Preferred Location by Applicant	(-)	$0.00	
Less Service Trench in the Franchise Area or on & 3rd Party Property installed by Applicant	(-)	$0.00	
Less Rule 16 Applicant Design Work Associated with Excess	(-)	$0.00	
Total Rule 16 Non-Refundable Amount		(=)	$4,962.31

Rule 15 Non-Refundable Payments

Distribution Extension Costs not Qualified for Refunds		$0.00	
Inspection Fees	(+)	$0.00	
Re-estimating/Composite Preparation	(+)	$0.00	
Cost of Additional Applicant Design Plan Checks	(+)	$0.00	
Value of Distribution Conduits	(+)	$0.00	
Distribution Risers Installed by PG&E	(+)	$0.00	
Value of Distribution Trench	(+)	$0.00	
PG&E Land Rights Costs	(+)	$0.00	
Rule 15 Trench Permits Obtained by PG&E	(+)	$0.00	
Other	(+)	$0.00	
SUB TOTAL	(=)	$0.00	
Plus ITCC @ 24%	(+)	$0.00	
Other Non-taxable Charges	(+)	$0.00	
SUB TOTAL	(=)	$0.00	
Less Cost of Distribution Line Extension Installed by Applicant	(-)	$0.00	
Less Distribution Substructures by Applicant	(-)	$0.00	
Less Rule 15 Applicant Design Work	(-)	$0.00	
Less Distribution Conduits Installed by Applicant	(-)	$0.00	
Less Distribution Trench Provided by Applicant	(-)	$0.00	
Total Non-Refundable Electric Rule 15 Amount		(=)	$0.00

000129304860

Relocation / Rearrangement of PG&E Facilities

Value of Relocation/Rearrangement Facilities		$0.00	
Value of Relocation/Rearrangement Conduits & Substructures	(+)	$0.00	
Value of Relocation/Rearrangement Trench & Excavation	(+)	$0.00	
Engineering & Administrative Costs	(+)	$0.00	
Value of Relocation Applicant Design Work	(+)	$0.00	
Re-engineering/Comp Prep/Add'l AD Plan Checks	(+)	$0.00	
Tie-in/Meter of Relocation/Rearrangement by PG&E	(+)	$0.00	
Relocation/Rearrangement Trench Permits Obtained by PG&E	(+)	$0.00	
Relocation/Rearrangement Land Rights	(+)	$0.00	
Relocation/Rearrangement Inspection Fees	(+)	$0.00	
SUB TOTAL	(=)	$0.00	
Including Net Joint Pole Credit Value of	$0.00		
Plus ITCC @ 0%	(+)	$0.00	
Plus Relocation/Rearrangement - Non Taxable	(+)	$0.00	
D.0405055 Line Extension Costs - Residential (PMC Charge)	(+)	$0.00	
D.0405055 Line Extension Costs - Non-Residential (PMC Charge)	(+)	$0.00	
SUB TOTAL	(=)	$0.00	
Less Relocation/Rearrangement Facilities Installed by Applicant	(-)	$0.00	
Less Conduits & Substructures Installed by Applicant	(-)	$0.00	
Less Trench & Excavation Provided by Applicant	(-)	$0.00	
Less Value of Relocation Applicant Design Work	(-)	$0.00	
Less Relocation/Rearrangement Salvage	(-)	$0.00	
Total Relocation / Rearrangement of PG&E Facilities Amount		(=)	$0.00

Actual Cost Billing Forecast(6)

Total Non-Refundable Electric Rule 16 Amount	(+)	$4,962.31	
Total Non-Refundable Electric Rule 15 Amount	(+)	$0.00	
Total Non-Refundable Relocation / Rearrangement Amount	(+)	$0.00	
Total Non-Refundable Costs	(+)	$4,962.31	
Actual Cost Billing Forecast Fee	(+)	$0.00	
Total Non-Refundable Payment		(=)	$4,962.31

Value of Electric Facility Reinforcements by PG&E: $0.00 **based upon Applicant's estimated demand of:** 0.00 **kVa**

(Reference: Payment Adjustments. Excess Facilities section of provisions)

(1) Total Service Allowance not to exceed the Cost of Service

(2) 10 Year Refundable and Discount Option credit amounts will be paid upon acceptance of facilities. Credit amounts are subject to future deficiency billing in accordance with the tariff.

(3) 10 Year Refundable and Discount Option credit amounts do not offset Other Non-Refundable or Relocation Fees. See Reimbursement Summary for a total of Reimbursements and Credits to be paid upon acceptance of facilities.

(4) Inspection Fees (Only Refundable if Applicant's Actual Cost is Used. Applicant's Actual Cost + Inspection Cannot Exceed PG&E's Estimate)

(5) The lower of PG&E's estimated costs or the Applicant's Contract Anticipated Costs (as documented on Form 79-1003 "Statement of Contract Anticipated Costs") will be used to establish the cost of Service and Distribution Line Extension subject to Allowance

(6) Per CPUC Decision 23-12-037, Actual Cost Billing Forecast is to cover any cost increases due to unforeseen circumstances.

Note: This supplemental detailed cost sheet is **for reference only** and is not intended for use in place of the actual contract for the project listed.

000129304860

Exhibit 2

Customer Payment Coupon

References	
Notification #	125451159
Contract #	50086531 V1
E13-PM #	35428709
Customer #	3870226

August 01, 2023

City of Tracy
333 Civic Center Plaza
TRACY, CA 95376

Customer Cost Summary

384 ARBOR AVE, TRACY

Amounts Due		Total Due
Electric Temporary Power	$73,524.81	
Minus the following credit		
Advance Credit	($2,500.00)	
		$71,024.81

Important Payment Information

To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at **https://www.pge.com/contractpayments**

To complete your contract BY MAIL

- Please make check payable to: **PG&E** or **Pacific Gas and Electric**
- Complete, sign and return the enclosed agreement(s), the SACAC form and the customer payment coupon with your payment
- **Remit payment and SACAC form to**:
  PG&E CFM/PPC Department
  PO BOX 997340
  Sacramento, CA 95899-7340

IMPORTANT MESSAGE

Please review the enclosed information and total due. This document needs to be returned with the enclosed agreements.

If you complete your contract ONLINE, a copy will be saved to your Customer Connections Online (CCO) account at **pge.com/cco.**

To learn more about PG&E's gas and electric safety initiatives and resources please visit **pge.com/safety.**

Have Questions?
Please Call 1-800-422-0436

125451159

Pacific Gas and Electric Company

Agreement to Perform Tariff Schedule Related Work

DISTRIBUTION:

- ☐ Applicant (Original)
- ☐ Division (Original)
- ☐ ACCTG. SVCS.

REFERENCES:

Notification #	125451159
Contract #	50086531 V1
PM #	35428709

August 01, 2023

City of Tracy, A GOVERNMENT AGENCY (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragragh 3 herein. PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefore, subject to the following conditions:

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.

2. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.

3. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc):

LOCATION: **384 ARBOR AVE, TRACY**

DESCRIPTION OF WORK: **Temporary Service (less than one year)**

Engineering & Administrative Costs (including Applicant Design Value below)		$11,110.25
Applicant Design Value $0.00		
Re-Estimating/Composite Preparation	(+)	$0.00
Additional Applicant Design Plan checks	(+)	$0.00
Facilities (cable/poles/TX/switches) for Temp Power	(+)	$51,656.89
Trench, Conduit & Service Substructures, Trench Permits and Land	(+)	$0.00
Tie-in of Temp Power	(+)	$1,813.38
Meters	(+)	$2,918.24
Riser Molding	(+)	$1,230.55
Inspection of Applicant Work	(+)	$1,229.08
Removal of Temporary Facilities (at end of use)	(+)	$3,566.42
Other Non-Refundable work - Taxable	(+)	$0.00
Subtotal	**(=)**	**$73,524.81**
Including Net Joint Pole Credit Value of $0.00		
ITCC @ 0%	(+)	$0.00
Conduit & Service Substructures - Private	(+)	$0.00
Trench & Excavation (E13) - Private	(+)	$0.00
Other Non-Refundable work - Non Taxable	(+)	$0.00
less Work Provided by Applicant	**(=)**	**$0.00**
less Salvage	(-)	$0.00
Total Payment	**(=)**	**$73,524.81**

125451159

62-4527 (Rev 1/91)
Service Planning
Advice No. 1633-G/1342-E
Effective 4/02/91

* Automated document, Preliminary Statement, Part A

4. Applicant shall pay to PG&E, promptly upon demand by PG&E, as the complete contract price hereunder, the sum of
Seventy-three thousand five hundred twenty-four dollars and eighty-one cents $73,524.81

Upon completion of requested work, ownership shall vest in: ☒ PG&E ☐ Applicant

Executed this 2 day of August 2023

City of Tracy, A GOVERNMENT AGENCY
Applicant

PACIFIC GAS & ELECTRIC COMPANY

By: Ilene Macintire

Ilene Macintire
Print/Type/Name

By: Jennifer Betancourt

Title: AUTHORIZED SIGNATORY

Title: Service Planning Supervisor

Mailing Address: 333 Civic Center Plaza
TRACY, CA 95376

125451159

62-4527 (Rev 1/91)
Service Planning
Advice No. 1633-G/1342-E
Effective 4/02/91

November 19, 2024

Agenda Item 1.E

RECOMMENDATION

Staff recommends that the City Council adopt the following Resolutions:

1) (A) Rescinding Resolution 2023-234 that approved the Regular Meeting Calendar of the Tracy City Council for 2024 (Calendar), and (B) approving an amended Regular Meeting Calendar of the Tracy City Council for 2024, and

2) adopting the Regular Meeting Calendar of the Tracy City Council for Calendar Year 2025.

EXECUTIVE SUMMARY

While Section 2.04.020 of the Tracy Municipal Code establishes the meeting dates and times for City Council meetings, it is best practice to adopt an annual meeting calendar for agenda management and planning purposes. In addition, State law requires that certain legislative actions only occur at regularly scheduled meetings, so having an adopted calendar of regular City Council meetings establishes, with certainty, which meetings are regular scheduled meetings of the City Council. This item requests approval of two Resolutions: 1) (A) rescinding Resolution 2023-234 that approved the 2023-2024 Regular Meeting Calendar of the Tracy City Council, (B) approving an amended Regular Meeting Calendar of the Tracy City Council for 2024 to reflect reinstating the December 17, 2024, Regular Meeting, and 2) adopting the Regular Meeting Calendar of the Tracy City Council for 2025.

BACKGROUND AND LEGISLATIVE HISTORY

Pursuant to Tracy Municipal Code 2.04.020, regular meetings of the City Council are held at 7:00 p.m. on the first and third Tuesday of each month of the calendar year, in the Council Chambers located at City Hall. Adopting a meeting calendar allows for proper agenda planning and can provide for recess periods, holidays, or election days and also provides certainty of establishing “regularly scheduled meetings” for City Council to consider certain legislative actions which, under State law, may only be heard at such designated meetings.

Historically, the City Council has cancelled certain meetings given conflicts with State and local events of importance, such as general elections and National Night Out (an annual event that occurs on the first Tuesday in August), and during holiday periods to appropriately manage staffing and quorum issues. On December 5, 2023, the City Council adopted Resolution 2023-234, which approved the 2024 calendar of regular Tracy City Council meetings. The adopted 2024 calendar included the cancellation of the December 17, 2024 regular Council meeting to allow for a winter legislative break.

A General Municipal Election was held in the City of Tracy on Tuesday, November 5, 2024, pursuant to Resolution 2024-080. The City Clerk confirmed with the Registrar of Voters that the results of the November 5, 2024, Election will be certified on December 3, 2024. Elections Code 10262(b) states the City Elections Official, upon receipt of the results of the election from the Elections Official conducting the election, shall certify the results to the

governing body which shall be no later than the next regularly scheduled City Council meeting following presentation of the 28-day canvass of the returns, or at a special meeting called for that purpose. Staff is requesting to reinstate the December 17, 2024, regular Council meeting in order to adopt a Resolution declaring the results of the November 5, 2024, Election and such other matters as provided by law.

Additionally, the proposed 2025 calendar of regular City Council meetings includes the following:

1) Confirmation of regular meetings of the City Council, at 7:00 p.m., on the first and third Tuesday of each month of calendar year 2025, in accordance with the Tracy Municipal Code;

2) Cancellation of the following regular Council meetings:
   Tuesday, January 7, 2025
   Tuesday, May 20, 2025 (SJCOG One Voice® trip)
   Tuesday, July 15, 2025
   Tuesday, August 5, 2025 (National Night Out)

Special meetings and workshops also may be scheduled. Such meetings and workshops may be called by the City Manager, Mayor or by a majority of Council Members as needed, in accordance with the Council Meeting Protocols and Rules of Procedure.

ANALYSIS

The proposed amendment to the schedule of regular Council meetings for Calendar Year 2024 includes consideration of Council reinstating the December 17, 2024 regular Council meeting due to comply with Elections Code 10262(b) which states the City Elections Official, upon receipt of the results of the election from the Elections Official conducting the election, shall certify the results to the governing body which shall be no later than the next regularly scheduled City Council meeting following presentation of the 28-day canvass of the returns, or at a special meeting called for that purpose.

The proposed schedule of regular Council meetings for Calendar year 2025 includes consideration of a summer and winter legislative break. Many cities “go dark” or recess for purposes of a summer or winter break. Such planned recesses allow staff, the Council Members and the public to appropriately plan during peak travel periods. Should a matter rise to a level of urgency requiring a meeting to be held during the planned recess, a special meeting may be called pursuant to the City Council’s Local Rules of Council Procedures.

FISCAL IMPACT

This is a routine operational item, and no significant fiscal impact exists. However, any meetings cancelled could save funds related to staffing and other costs associated with broadcasting of meetings.

STRATEGIC PLAN

This agenda item is a routine operational item and does not relate to the Council's four strategic priorities.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt the following Resolutions:

1) (A) Rescinding Resolution 2023-234 that approved the Regular Meeting Calendar of the Tracy City Council for 2024 (Calendar), and (B) approving an amended Regular Meeting Calendar of the Tracy City Council for 2024, and

2) adopting the Regular Meeting Calendar of the Tracy City Council for Calendar Year 2025.

Prepared by: Adrianne Richardson, City Clerk

Reviewed by: Bijal Patel, City Attorney
Arturo Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments:

Attachment A: Resolution 2023-234

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2023-234

ADOPTING THE REGULAR MEETING CALENDAR OF THE TRACY CITY COUNCIL FOR CALENDAR YEAR 2024

WHEREAS, In accordance with Tracy Municipal Code 2.04.020, regular meetings of the City Council shall be held at 7:00 p.m. on the first and third Tuesday of each month in Council Chambers; and

WHEREAS, It is best practice to adopt an annual calendar of regular meetings for agenda management and planning purposes; and

WHEREAS, In addition, State law requires that certain legislative actions only occur at regularly scheduled meetings; and

WHEREAS, Special meetings and workshops may be called by the City Manager, Mayor or a majority of Council Members as needed, in accordance with the Council's Meeting Protocols and Rules of Procedure; and

WHEREAS, The 2024 proposed schedule of meetings includes consideration of a summer and winter legislative break is being proposed. A winter and summer legislative break for all City Boards, Commissions and Committees from their regular meeting schedule is also being proposed; and

WHEREAS, Many cities "go dark" or recess for purposes of a summer or winter break; and

WHEREAS, Staff is recommending that the City Council adopt the following as the City Council's regular meeting calendar for calendar year 2024:

TRACY CITY COUNCIL 2024 REGULAR MEETING CALENDAR			
Date	**Type**	**Date**	**Type**
January 2 – Cancel Regular Meeting (Winter Recess)		July 2	Regular Meeting
January 16	Regular Meeting	July 16	Cancel Regular Meeting (Summer Recess)
February 6	Regular Meeting	August 6	Cancel Regular Meeting (National Night Out)
February 20	Regular Meeting	August 20	Regular Meeting
March 5	Regular Meeting	September 3	Regular Meeting
March 19	Regular Meeting	September 17	Regular Meeting
April 2	Regular Meeting	October 1	Regular Meeting
April 16	Regular Meeting	October 15	Regular Meeting
May 7	Cancel Regular Meeting (SJCOG One Voice® trip)	November 5	Cancel Regular Meeting (Election Day)
May 21	Regular Meeting	November 19	Regular Meeting
June 4	Regular Meeting	December 3	Regular Meeting
June 18	Regular Meeting	December 17	Cancel Regular Meeting (Winter Recess)

NOW, THEREFORE, BE IT:

RESOLVED: The City Council of the City of Tracy hereby 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 of the City of Tracy hereby approves the proposed calendar of meetings set forth in this Resolution as the Regular Meeting Calendar of the Tracy City Council for Calendar Year 2024; and be it further

RESOLVED: That nothing in this Resolution prevents the City Council from scheduling a special meeting or cancelling a regularly scheduled meeting, otherwise in accordance with local and State law; and be it further

RESOLVED: That the City Council hereby determines that all City Boards and Commissions also shall be on break in the summer and winter of 2024 for the same periods as the City Council, excepting that any such Board and Commission may hold a special session during such breaks only to accommodate a special session scheduled by the City Council during such breaks; and any other contrary schedule of such Boards and Commissions shall be overruled by this Resolution.

****

The foregoing Resolution 2023-234 was adopted by the Tracy City Council on December 5, 2023 by the following vote:

AYES:	COUNCIL MEMBERS: ARRIOLA, BEDOLLA, EVANS, DAVIS, YOUNG
NOES:	COUNCIL MEMBERS: NONE
ABSENT:	COUNCIL MEMBERS: NONE
ABSTENTION:	COUNCIL MEMBERS: NONE

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

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

1) RESCINDING RESOLUTION 2023-234 THAT APPROVED THE REGULAR MEETING CALENDAR OF THE TRACY CITY COUNCIL FOR 2024 (CALENDAR); AND 2) APPROVING AN AMENDED REGULAR MEETING CALENDAR OF THE TRACY CITY COUNCIL FOR 2024

WHEREAS, in accordance with Tracy Municipal Code 2.04.020, regular meetings of the City Council shall be held at 7:00 p.m. on the first and third Tuesday of each month in Council Chambers; and

WHEREAS, it is best practice to adopt an annual calendar of regular meetings for agenda management and planning purposes; and

WHEREAS, in addition, State law requires that certain legislative actions only occur at regularly scheduled meetings; and

WHEREAS, special meetings and workshops may be called by the City Manager, Mayor or a majority of Council Members as needed, in accordance with the Council's Meeting Protocols and Rules of Procedure; and

WHEREAS, on December 5, 2023, the City Council adopted Resolution 2023-234 approving the 2023 calendar of regular Tracy City Council meetings; and

WHEREAS, staff is recommending that the City Council adopt an amended 2024 calendar of regular Tracy City Council meetings to reflect the reinstatement of the December 17, 2024, regular City Council meeting in order to adopt a Resolution declaring the results of the November 5, 2024, Election and such other matters as provided by law (Amended Calendar):

TRACY CITY COUNCIL 2024 REGULAR MEETING CALENDAR			
Date	**Type**	**Date**	**Type**
January 2 – Cancel Regular Meeting (Winter Recess)		July 2	Regular Meeting
January 16	Regular Meeting	July 16	Cancel Regular Meeting (Summer Recess)
February 6	Regular Meeting	August 6	Cancel Regular Meeting (National Night Out)
February 20	Regular Meeting	August 20	Regular Meeting
March 5	Regular Meeting	September 3	Regular Meeting
March 19	Regular Meeting	September 17	Regular Meeting
April 2	Regular Meeting	October 1	Regular Meeting
April 16	Regular Meeting	October 15	Regular Meeting
May 7	Regular Meeting	November 5	Cancel Regular Meeting (Election Day)
May 21	Regular Meeting	November 19	Regular Meeting
June 4	Regular Meeting	December 3	Regular Meeting
June 18	Regular Meeting	December 17	Regular Meeting

NOW, THEREFORE, BE IT:

RESOLVED: The City Council of the City of Tracy hereby 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 of the City of Tracy hereby rescinds Resolution 2023-234 that approved the amended Regular Meeting Calendar of the Tracy City Council for 2024; and be it further

RESOLVED: That the City Council hereby approves the Amended Regular Meeting Calendar of the Tracy City Council for 2024, as set forth in this Resolution, reflecting the reinstatement of the December 17, 2024 Regular Meeting; and be it further

RESOLVED: That nothing in this Resolution prevents the City Council from scheduling a special meeting or cancelling a regularly scheduled meeting, otherwise in accordance with local and State law.

* * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on November 19, 2024 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

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

ADOPTING THE REGULAR MEETING CALENDAR OF THE TRACY CITY COUNCIL FOR CALENDAR YEAR 2025

WHEREAS, in accordance with Tracy Municipal Code 2.04.020, regular meetings of the City Council shall be held at 7:00 p.m. on the first and third Tuesday of each month in Council Chambers; and

WHEREAS, it is best practice to adopt an annual calendar of regular meetings for agenda management and planning purposes; and

WHEREAS, in addition, State law requires that certain legislative actions only occur at regularly scheduled meetings; and

WHEREAS, special meetings and workshops may be called by the City Manager, Mayor or a majority of Council Members as needed, in accordance with the Council's Meeting Protocols and Rules of Procedure; and

WHEREAS, the 2025 proposed schedule of meetings includes consideration of a summer and winter legislative break is being proposed and includes all City Boards, Commissions and Committees; and

WHEREAS, many cities "go dark" or recess for purposes of a summer or winter break; and

WHEREAS, staff is recommending that the City Council adopt the following as the City Council's regular meeting calendar for calendar year 2025:

TRACY CITY COUNCIL 2025 REGULAR MEETING CALENDAR			
Date	**Type**	**Date**	**Type**
January 7 – Cancel Regular Meeting (Winter Recess)		July 1	Regular Meeting
January 21	Regular Meeting	July 15	Cancel Regular Meeting (Summer Recess)
February 4	Regular Meeting	August 5	Cancel Regular Meeting (National Night Out)
February 18	Regular Meeting	August 19	Regular Meeting
March 4	Regular Meeting	September 2	Regular Meeting
March 18	Regular Meeting	September 16	Regular Meeting
April 1	Regular Meeting	October 7	Regular Meeting
April 15	Regular Meeting	October 21	Regular Meeting
May 6	Regular Meeting	November 4	Regular Meeting
May 20	Cancel Regular Meeting (SJCOG One Voice® trip)	November 18	Regular Meeting
June 3	Regular Meeting	December 2	Regular Meeting
June 17	Regular Meeting	December 16	Regular Meeting

NOW, THEREFORE, BE IT:

RESOLVED: The City Council of the City of Tracy hereby 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 of the City of Tracy hereby approves the proposed calendar of meetings set forth in this Resolution as the Regular Meeting Calendar of the Tracy City Council for Calendar Year 2025; and be it further

RESOLVED: That nothing in this Resolution prevents the City Council from scheduling a special meeting or cancelling a regularly scheduled meeting, otherwise in accordance with local and State law.

* * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on November 19, 2024, 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

November 19, 2024

Agenda Item 1.F

RECOMMENDATION

Staff recommends that the Mayor appoint, and the City Council approve through adoption of a resolution, the appointments of eleven youth Commissioners to the Youth Advisory Commission (YAC), as recommended by the interview and selection panel convened pursuant to the YAC Bylaws.

EXECUTIVE SUMMARY

On March 19, 2024, the City Council amended the Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies (see Attachment A) through Resolution 2024-042 (Appointment Policy). Section D of the Appointment Policy defines the selection process, which requires the full City Council, in open session at a regular or special meeting, review applications, interview applicants, and make informal recommendations of specific candidates for the Mayor to consider as proposed appointees.

On October 1, 2024, Mayor Young proposed, and the City Council body approved, that the Appointment Policy process be suspended for the vacancies on the Youth Advisory Commission (YAC) and that, instead of the Appointment Policy process, the candidates for the vacancies on the YAC be interviewed through the process outlined in the YAC Bylaws.

The bylaws of the Youth Advisory Commission set the minimum number of youths appointed Commissioners at eight, with a maximum limit at fourteen. A selection panel was established and made recommendations for eleven youth to be appointed to fill the existing youth vacancies on the Youth Advisory Commission.

BACKGROUND AND LEGISLATIVE HISTORY

The City Council's current selection process for appointment to Council boards, commissions, or committees is set forth in the Appointment Policy approved through Resolution 2024-042. The selection process is initiated through the preparation of the appointment list by the City Clerk on or before December 31 of each year. The list contains the list of appointees and terms for each board, commission, and committee whose members serve at the pleasure of the City Council. When a vacancy occurs, a special notice is posted within twenty (20) days of the vacancy. Specific terms apply to vacancies with less than six months remaining and when filled by an emergency appointment. The Appointment Policy also restricts appointment of an individual already serving on a City of Tracy board, committee, or commission from serving on an additional City of Tracy board, committee, or commission concurrently. In addition, individuals selected to a City of Tracy board, committee, or commission must meet residency requirements contained in the policy.

The City Council has established various boards and commissions over the years, and many of those bodies have adopted bylaws. The bylaws outline the processes for interviewing and recommending candidates to fill vacancies on the respective bodies. These processes now conflict with the recently adopted Appointment Policy. As the Appointment Policy most accurately reflects the State law applicable to general law cities, it would supersede any conflicting bylaws. However, the City Council always retains the discretion to approve an

alternative process (as long as it is otherwise consistent with State law) that may be proposed by the Mayor, who retains the sole power to appoint (subject to the approval of the Council body) to the City's boards and commissions.

On October 1, 2024, the City Council held a special meeting to interview and make recommendations to the Mayor for appointments for two adult vacancies on the YAC. The City has received 16 applications to fill youth vacancies on the YAC. For efficiency, Mayor Young, motioned, and the Council body approved, that the Appointment Policy be suspended and have the youth be interviewed through the process outlined in the YAC bylaws instead.

The Youth Advisory Commission (YAC) was established by City Council in 1998 with the purpose of providing youth with an opportunity to make a positive impact in their communities and advising the City Council, Parks and Community Services Commission and staff on matters relating to the welfare of youth in Tracy.

The bylaws are crafted to include two youth representatives from each of the four comprehensive high schools in the area (Kimball, Millennium, Tracy, and West) and the four alternative education high schools (Delta Charter, Duncan-Russell Community Day School, Willow Community Day School, and Stein Continuation). The selection process for the Youth Advisory Commission is to have a diverse group of teens that reflect each of the Tracy area high schools, and who wish to have a voice in their community and be involved in the Commission. Currently the Commission has eleven youth vacancies.

The bylaws of the Youth Advisory Commission call for a selection panel to review new applications and make recommendations for appointment to the City Council. Recruitment for the youth Commissioners began in December 2023, with a deadline of April 26, 2024.

ANALYSIS

This year's interview panel consisted of Parks and Community Services Commissioner Scott Arbogast, Recreation Coordinator Amanda Jensen, and Adult Youth Advisory Commissioner Beatrice Amezquita-Javier.

The panel conducted interviews over two days, Monday, May 20th and Tuesday, May 21st. Each candidate received ratings on a scale from A to D, as well as evaluations based on their school affiliation. In accordance with Resolution No. 2011-120, the bylaws then call for the selection panel to make their recommendation to the City Council to be considered annually in June or throughout the year to fill vacant positions when they become available.

Based on Council's decision on October 1st, via email, staff informed the interview panel regarding the October 1st Council meeting and Councils decision to continue with the current youth appointment process per the YAC bylaws. The panel was asked to confirm whether their initial selections were still supported for recommendation, and all three panelists affirmed that the eleven youths remained their intended choices.

The selection panel recommends the following four youth for one-year terms, November 19, 2024, to July 31, 2025: Mariana Gonzales from Tracy High, Diego Cervantes from Millennium High, Amanpreet Kaur from West High, and Alessandra Hakimi from Kimball High; and the following seven youth for two-year terms, November 19, 2024, to July 31, 2026, Angela Mayte Arriola Yanhgali, Sanya Nath, Heather Freligh, Srivardham Tirumanadham, Archit Bhattacharyya, Simran Kaur, and Nishanth Birru from Kimball High.

FISCAL IMPACT

The Youth Advisory Commission is funded in the Parks and Recreation General Fund budget.

PUBLIC OUTREACH/INTEREST

The City recruits new Commissioners on an ongoing basis to fill any vacancies created by outgoing Commissioners. Marketing efforts include City website, social media, outreach to the various high schools, emails to the various community service clubs in the Tracy community, and any interest cards that have been completed with the City Clerk.

STRATEGIC PLAN

This agenda item is a routine operational item and does not relate to the Council's Strategic Plans.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the Mayor appoint, and the City Council approve through adoption of a resolution, the appointments of eleven youth Commissioners to the Youth Advisory Commission (YAC), as recommended by the interview and selection panel convened pursuant to the YAC Bylaws.

Prepared By: Lauren Repetto, Recreation Services Supervisor

Reviewed By: Jolene Jauregui, Recreation Services Manager

Brian MacDonald, Director of Parks, Recreation and Community Services
Sara Castro, Finance Director
Bijal Patel, City Attorney
Arturo Sanchez, Assistant City Manager

Approved By: Midori Lichtwardt, City Manager

ATTACHMENTS:

Attachment A - Resolution 2024-042

ATTACHMENT A

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-042

AMENDING THE COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO CITY ADVISORY BODIES TO ALLOW THE FULL CITY COUNCIL TO INTERVIEW CANDIDATES AND MAKE INFORMAL RECOMMENDATIONS OF SPECIFIC CANDIDATES FOR THE MAYOR TO CONSIDER AS PROPOSED APPOINTEES, SUBJECT TO FINAL APPROVAL OF THE CITY COUNCIL

WHEREAS, the *Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies* (Appointment Policy) sets forth the process by which vacancies on City committees, subcommittees, and commissions are filled; and

WHEREAS, the most recent version of the Appointment Policy was adopted on December 21, 2021, by the City Council through Resolution 2021-200; and

WHEREAS, under Government Code Section 40605, the elected mayor of a general law city solely has the authority to appoint, subject to council approval, to council committees, sub-committees. and commissions, as well as any regional bodies to which the council sends a delegate; and

WHEREAS, the selection process contained in the Council's Appointment Policy does not fully comply with Government Code Section 40605 as it states that the City Council appoints to a sub-committee to interview candidates and appoints, based on the recommendations of the sub-committee, and no explicit authority of the Mayor to propose appointments is noted; and

WHEREAS, on March 5, 2024, the City Council discussed options to align the Appointment Policy with Government Code Section 40605; and

WHEREAS, after discussion, the City Council directed staff to return with a proposed amendment to the Appointment Policy that would allow the full City Council to interview candidates, in open session at a regular or special meeting; and

WHEREAS, the City Council had not reached consensus on what the next steps would be after the Council interviews had been completed and asked staff to return with two options for the City Council's further deliberation and final selection; and

WHEREAS, the City Council deliberated further at its meeting on March 19, 2024 and finalized the option set forth herein; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby amends the Appointment Policy as set forth in **Exhibit A**, as amended, such that the full City Council shall interview candidates, in open session at a regular or special meeting, and upon completing the interviews,

shall make ~~final~~ informal recommendations of specific candidates for the Mayor to consider as proposed appointees; and be it

FURTHER RESOLVED: That the amended Appointment Policy shall become effective immediately upon adoption of this Resolution; and be it

FURTHER RESOLVED: That the City Council authorizes the City Clerk to proceed with the process to fill vacancies as set forth in the newly amended Appointment Policy.

* *

The foregoing Resolution 2024-042 was adopted by the Tracy City Council on the 19th day of March 2024 by the following vote:

AYES:	COUNCIL MEMBERS:	ARRIOLA, BEDOLLA, EVANS, DAVIS
NOES:	COUNCIL MEMBERS:	YOUNG
ABSENT:	COUNCIL MEMBERS:	NONE
ABSTENTION:	COUNCIL MEMBERS:	NONE

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

COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO CITY ADVISORY BODIES

(Exhibit "A" to Resolution No. 2024-042)

SECTION 1: PURPOSE

To establish a selection process for appointments to City advisory bodies including defining residency requirements, in accordance with Government Code sections 54970 et seq. This process acknowledges and is consistent with Government Code Section 40605, which requires that the elected mayor of a general law city solely has the authority to appoint, subject to council approval, to council committees, sub-committees. and commissions, as well as any regional bodies to which the council sends a delegate.

SECTION 2: SELECTION PROCESS FOR APPOINTEE BODIES

A. On or before December 31st of each year, the City Clerk shall prepare an appointment list of all regular and ongoing boards, commissions and committees that are appointed by the City Council of the City of Tracy. The list shall contain the following information:

   1. A list of all appointee terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of the appointment, the date the term expires and the necessary qualifications for the position.

   2. A list of all boards, commissions and committees whose members serve at the pleasure of the Council and the necessary qualifications of each position.

   3. The list of appointments shall be made available to the public for a reasonable fee that shall not exceed actual cost of production. The Tracy Public Library shall receive a copy of the list.

B. Whenever a vacancy occurs in any board, commission or committee, whether due to expiration of an appointee's term, resignation, death, termination or other causes, a special notice shall be posted in the office of the City Clerk, The Tracy Public Library, the City website, and in other places as directed within twenty (20) days after the vacancy occurs. Final appointment to the board, commission or committee shall not be made by the City Council for at least ten (10) working days after the posting of the notice in the Clerk's office. If Council finds an emergency exists, the Council may fill the unscheduled vacancy immediately.

C. Appointments shall be made for the remainder of the term created by the vacancy except as follows:

   1. If appointee will fill an un-expired term with six months or less remaining, the appointment shall be deemed to be for the new term.

2. If the vacancy is filled by an emergency appointment the appointee shall serve only on an acting basis until the final appointment is made pursuant to section 2.

D. The Council and Mayor shall use the following selection process to provide an equal opportunity for appointment to a board, commission or committee:

1. The full Council shall, in open session at a regular or special meeting, review applications, interview applicants and make ~~final~~ informal recommendations of specific candidates for the Mayor to consider as proposed appointees for appointment to the board, commission or committee.

2. Upon receiving the recommendations of the Council, the Mayor will propose an appointee to the board, commission or committee, which proposed appointee shall be approved or disapproved, by majority vote, of the Council. The Mayor ~~shall~~ may endeavor to propose appointees that are recommended by the Council, but the Mayor may propose alternate appointees pursuant to mayoral authority under Government Code 40605. ~~The alternates shall be chosen from the eligibility list, if it has been created pursuant to section 4 below.~~

3. If the Council disapproves an appointee proposed by the Mayor, the Mayor shall propose an alternate appointee, which shall be either approved or disapproved by the Council, by majority vote. This process shall continue until all vacancies on the board, commission or committee are filled; the Mayor may elect to reopen the application process~~.~~

4. If there are more qualified candidates than the number of current vacancies, the Council may establish an eligibility list that will be used to fill future vacancies that occur in the following twelve (12) months.

E. An individual already serving on a City of Tracy board, committee or commission may not be appointed to serve on an additional City of Tracy board, committee, or commission concurrently.

SECTION 3: DEFINITION OF RESIDENCY REQUIREMENTS

A. The following definitions shall be used to determine whether residency requirements are met for boards and commissions to which the Tracy City Council appoints members:

1. Tracy Planning Area means the geographical area defined in the City of Tracy General Plan and any amendments thereto.

2. City of Tracy means within the city limits of the City of Tracy.

3. Citizen means a resident of the City of Tracy.

4. Tracy School District means the geographical area served by the Tracy Unified School District.

5. Sphere of Influence shall be the geographical area approved by the Local Agency Formation Commission (LAFCo) of San Joaquin County and any amendments thereto.

B. Residency, as defined above and as set forth in the applicable bylaws for each board or commission, shall be verified annually by the City Clerk. The residency must be verifiable by any of the following means:

1. Voter registration,

2. Current California Driver's License or Identification,

3. Utility bill information (phone, water, cable, etc.),

4. Federal or State tax returns.

C. Members of boards or commissions shall notify the City Clerk in writing within thirty (30) days of any change in residency. If the change in residency results in the board member or commissioner no longer meeting the residency requirements, the member shall tender their resignation to the City Clerk who shall forward it to the City Council.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING THE APPOINTMENT OF ELEVEN YOUTH COMMISSIONERS TO THE YOUTH ADVISORY COMMISSION (YAC), AS RECOMMENDED BY THE INTERVIEW AND SELECTION PANEL CONVENED PURSUANT TO THE YAC BYLAWS

WHEREAS, on March 19, 2024, the City Council amended the *Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies* through Resolution 2024-042 (Appointment Policy); and

WHEREAS, Section D of the Appointment Policy defines the selection process, which requires the full City Council, in open session at a regular or special meeting, review applications, interview applicants, and make informal recommendations of specific candidates for the Mayor to consider as proposed appointees; and

WHEREAS, the City Council has established various boards and commissions over the years, and many of those bodies have adopted bylaws outlining the processes for interviewing and recommending candidates to fill vacancies on the respective bodies; and

WHEREAS, these processes in the bylaws now conflict with the recently adopted Appointment Policy; and

WHEREAS, as the Appointment Policy most accurately reflects the State law applicable to general law cities, it would supersede any conflicting bylaws; and

WHEREAS, the City Council retains the discretion to approve an alternative process (as long as it is otherwise consistent with State law) that may be proposed by the Mayor, who retains the sole power to appoint (subject to the approval of the Council body) to the City's boards and commissions; and

WHEREAS, on October 1, 2024, the City Council held a special meeting to interview and make recommendations to the Mayor for appointments for two adult vacancies on the YAC, and the City has received 16 applications to fill youth vacancies on the YAC; and

WHEREAS, for efficiency, Mayor Young, motioned, and the Council body approved, that the Appointment Policy be suspended and have the youth be interviewed through the process outlined in the YAC bylaws instead; and

WHEREAS, the bylaws of the City of Tracy's Youth Advisory Commission (YAC) call for a minimum of eight to a maximum of fourteen youth Commissioners and a maximum of three adult Commissioners that may sit on the Commission; and

WHEREAS, the eligibility criteria and selection process of YAC Commissioners are established in accordance with Resolution No. 2011-120; and

WHEREAS, the City recruits new Commissioners on an ongoing basis to replace the outgoing Commissioners and existing vacancies, and has established a selection panel to recommend appointees to City Council; and

WHEREAS, the selection panel recommends the following four youth for one-year terms, November 19, 2024, to July 31, 2025: Mariana Gonzales from Tracy High, Diego Cervantes from Millennium High, Amanpreet Kaur from West High, and Alessandra Hakimi from Kimball High; and the following seven youth for two-year terms, November 19, 2024 to July 31, 2026, Angela Mayte Arriola Yanhgali, Sanya Nath, Heather Freligh, Srivardham Tirumanadham, Archit Bhattacharyya, Simran Kaur, and Nishanth Birru from Kimball High; and now therefore, be it

RESOLVED, That the City Council of the City of Tracy hereby approves the appointment of the eleven youth to the Youth Advisory Commission recommended by the selection panel as identified above, and for all recommended terms.

* * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was passed and adopted by the Tracy City Council on the 19th day of November 2024, 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

November 19, 2024

Agenda Item 1.G

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) authorizing the acceptance of a dedication of a public waterline easement within West Parkway Village, and (2) authorizing the City Clerk to record the easement document with the San Joaquin County Recorder.

EXECUTIVE SUMMARY

This agenda item seeks the adoption of a resolution by the City Council authorizing the acceptance of a public waterline easement within West Parkway Village, located at the northeast corner of International Parkway and Daylight Road, as shown on the Vicinty Map (see Attachment A). The dedication is needed to supplement previously recorded waterline easements in West Parkway Village - Phase 1, Tract No. 3966, that did not completely encompass approved public waterline improvements. The proposed easement will provide City access and maintenance capability to the public waterlines and appurtenances within the proposed easement.

BACKGROUND AND LEGISLATIVE HISTORY

On January 22, 2020, the Planning Commission approved, by Resolution No. 2020-001, a Tentative Subdivision Map of West Parkway Village, application number TSM18-0002 (Tentative Map).

On June 1, 2021, by Resolution No. 2021-066, City Council approved 1) a Subdivision Improvement Agreement (SIA) with R&B Delta II, LLC, a California limited liability company (Subdivider), allowing construction of public water infrastructure within West Parkway Village – Phase 1 to proceed, and 2) a Final Subdivision Map of West Parkway Village (Final Map) which included ten commercial parcels and dedication of various public easements, including public waterline easements granting the City access to, and maintenance of, public water infrastructure. The Final Map, entitled “Tract No. 3966 Subdivision of San Joaquin County West Parkway Village,” was recorded as Book 43, Page 180 Maps and Plats.

Due to unforeseen challenges, the Subdivider was unable to complete the improvements outlined in the original SIA by the required deadline and amended the agreement on September 6, 2022, by Resolution No. 2022-155, to extend the work completion date to no later than 24 months after the City’s execution of the agreement.

ANALYSIS

During the ongoing construction of public water infrastructure within West Parkway Village under the Subdivision Improvement Agreement, it was determined by City staff that certain public water appurtenances, specifically water meters and fire hydrants, were located outside of the waterline easements dedicated by Tract Map No. 3966. Pursuant to the Tentative Map’s Conditions of Approval E.5.8.g, the City maintained public water lines shall be within easements.

The Subdivider has prepared the proposed easement document (see Attachment B) that will provide City access and maintenance rights for the water appurtenances outside of the originally dedicated waterline easements. Staff has confirmed that the easement document submitted by the Subdivider is complete and technically correct.

FISCAL IMPACT

The Subdivider will pay for the cost of preparation, processing, and recordation of the waterline easement. This action will have no fiscal impact on the City.

PUBLIC OUTREACH / INTEREST

Not applicable.

CEQA DETERMINATION

The recommended actions are exempt from California Environmental Quality Act (CEQA) compliance under Section 15061(b)(3) of the CEQA Guidelines (14 Cal. Code Regs. § 15061(b)(3)) because it can be seen with certainty that there is no possibility that such actions may have a significant effect on the environment.

STRATEGIC PLAN

This agenda item is consistent with the City Council's approved Economic Development Strategy to ensure physical infrastructure necessary for development is constructed.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution (1) authorizing the acceptance of a dedication of a public waterline easement within West Parkway Village, and (2) authorizing the City Clerk to record the easement document with the San Joaquin County Recorder.

Prepared by: Majeed Mohamed, Associate Engineer

Reviewed by: Koosun Kim, PE, City Engineer
Sara Castro, Finance Director
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

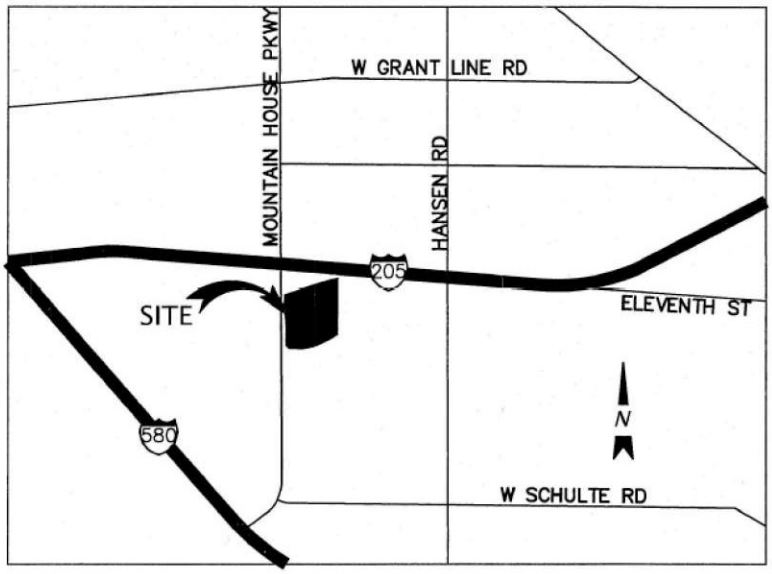
Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – Location Map
Attachment B – Waterline Easement Document

Attachment A

LOCATION MAP



VICINITY MAP

NOT TO SCALE

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Space above this line for Recorder's use
APNs: 209-48-01, 209-48-03,
209-48-05 and 209-48-07

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

WATER LINE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, R & B DELTA II, LLC, a California limited liability company (Grantor), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns (Grantee), a perpetual easement and right-of-way for, and the right to use for WATER LINE EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, over, above, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference. Without limitation, the easement rights granted herein include the following: (a) right to install and maintain any and all public water line facilities; (b) rights of ingress and egress, from the easement herein described, across the lands of Grantor for all purposes useful or convenient in connection with or incidental to the exercise of the rights herein granted at locations which shall not interfere with Grantor's reasonable use of its remainder property; (b) right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and re-pass over, along, and beside said easement and right-of-way; and (c) right to deposit tools, implements and material there on.

The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever and wherever necessary for the purposes above set forth. Grantor shall keep the easement area clear from any obstacles that will make the area un-accessible. The conveyance of said easement and right-of-way is made for the benefit of all parties who have or may acquire any right, title, or interest in any part of the above-described real property. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

Signed this 26th day of September, 2024

R & B Delta II, LLC,
a California limited liability company

By: Dana G. Parry
Dana G. Parry, President

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Deed or Grant is hereby accepted by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

_____
City Clerk, City of Tracy, California

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On September 26, 2024 before me, Lisa Mendez-Finger, Notary Public (here insert name and title of officer), personally appeared Dana G. Parry, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature(s) on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

LISA MENDEZ-FINGER
Notary Public - California
Santa Clara County
Commission # 2347060
My Comm. Expires Feb 15, 2025

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____, Notary Public (here insert name and title of officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 'A'
LEGAL DESCRIPTION
WATERLINE EASEMENTS

ALL THAT REAL PROPERTY SITUATE IN SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 7 AS SHOWN ON TRACT NO. 3966, FILED FOR RECORD ON JULY 28, 2021, IN BOOK 43 OF MAPS AT PAGE 180, SAN JOAQUIN COUNTY RECORDS, AND ALSO BEING A PORTION OF ADJUSTED PARCELS 5, 9 AND 10, AND THE ADJUSTED DESIGNATED REMAINDER PARCEL AS SHOWN ON THAT CERTAIN CERTIFICATE OF COMPLIANCE, RECORDED JULY 18, 2024, AS DOCUMENT NO. 2024-059554, SAN JOAQUIN COUNTY RECORDS, AND BEING DESCRIBED AS FOLLOWS;

W.L.E. 1

BEING A PORTION OF SAID ADJUSTED DESIGNATED REMAINDER PARCEL (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL AND RUNNING SOUTH 24° 42' 54" WEST, 486.26 FEET, TO THE **POINT OF BEGINNING**;

THENCE SOUTH 22° 05' 07" EAST, 17.16 FEET;

THENCE NORTH 90° 00' 00" EAST, 194.25 FEET;

THENCE SOUTH 00° 19' 34" WEST, 10.00 FEET;

THENCE SOUTH 90° 00' 00" WEST, 210.87 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 225.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 80° 13' 43" WEST, THROUGH A CENTRAL ANGLE OF 05° 12' 36", AN ARC DISTANCE OF 20.46 FEET;

THENCE NORTH 67° 54' 53" EAST, 15.77 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,346 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 2

BEING A PORTION OF SAID ADJUSTED DESIGNATED REMAINDER PARCEL (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL AND RUNNING SOUTH 31° 03' 54" WEST, 453.36 FEET, TO THE **POINT OF BEGINNING**;

THENCE SOUTH 57° 33' 56" WEST, 8.36 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 206.72 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 59° 07' 49" WEST, THROUGH A CENTRAL ANGLE OF 02° 46' 19", AN ARC DISTANCE OF 10.00 FEET;

THENCE NORTH 57° 33' 56" EAST, 8.33 FEET;

THENCE SOUTH 32° 26' 04" EAST, 10.00 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 83 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 3

BEING A PORTION OF SAID ADJUSTED DESIGNATED REMAINDER PARCEL (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL AND RUNNING SOUTH 36° 48' 45" WEST, 430.94 FEET, TO THE **POINT OF BEGINNING**;

THENCE SOUTH 41° 48' 24" EAST, 14.09 FEET;

THENCE SOUTH 41° 10' 54" WEST, 15.57 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 202.79 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 50° 22' 43" WEST, THROUGH A CENTRAL ANGLE OF 03° 58' 56", AN ARC DISTANCE OF 14.09 FEET;

THENCE NORTH 41° 10' 54" EAST, 15.52 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 216 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 4

BEING A PORTION OF SAID ADJUSTED DESIGNATED REMAINDER PARCEL (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL AND RUNNING SOUTH 49° 47' 00" WEST, 450.41 FEET, TO THE **POINT OF BEGINNING**;

THENCE SOUTH 20° 32' 34" WEST, 15.28 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 200.10 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 18° 39' 17" WEST, THROUGH A CENTRAL ANGLE OF 02° 52' 07", AN ARC DISTANCE OF 10.02 FEET;

THENCE NORTH 20° 32' 34" EAST, 15.15 FEET;

THENCE SOUTH 73° 32' 28" EAST, 10.03 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 152 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 5

BEING A PORTION OF SAID ADJUSTED DESIGNATED REMAINDER PARCEL (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL AND RUNNING SOUTH 59° 39' 52" WEST, 621.14 FEET, TO THE **POINT OF BEGINNING;**

THENCE SOUTH 30° 51' 27" EAST, 15.14 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 215.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 31° 43' 28" EAST, THROUGH A CENTRAL ANGLE OF 06° 24' 12", AN ARC DISTANCE OF 24.03 FEET;

THENCE NORTH 33° 59' 38" WEST, 15.12 FEET;

THENCE NORTH 55° 06' 46" EAST, 24.84 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 364 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 6

BEING A PORTION OF SAID ADJUSTED DESIGNATED REMAINDER PARCEL (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID ADJUSTED PARCEL 10 (2024-059554 OR) AND RUNNING NORTH 17° 45' 14" EAST, 203.63 FEET, TO THE **POINT OF BEGINNING;**

THENCE NORTH 48° 02' 14" EAST, 10.14 FEET;

THENCE SOUTH 51° 21' 32" EAST, 8.39 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 243.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 39° 50' 42" EAST, THROUGH A CENTRAL ANGLE OF 02° 23' 48", AN ARC DISTANCE OF 10.17 FEET;

THENCE NORTH 51° 21' 32" WEST, 8.22 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 83 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 7

BEING A PORTION OF SAID ADJUSTED DESIGNATED REMAINDER PARCEL (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID ADJUSTED PARCEL 10 (2024-059554 OR) AND RUNNING NORTH 29° 11' 19" EAST, 128.43 FEET, TO THE **POINT OF BEGINNING;**

THENCE NORTH 50° 41' 52" WEST, 15.53 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 214.19 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 57° 57' 04" EAST, THROUGH A CENTRAL ANGLE OF 04° 01' 49", AN ARC DISTANCE OF 15.07 FEET;

THENCE SOUTH 50° 41' 52" EAST, 15.53 FEET;

THENCE SOUTH 34° 05' 24" WEST, 15.06 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 234 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 8

BEING A PORTION OF SAID ADJUSTED DESIGNATED REMAINDER PARCEL (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID ADJUSTED PARCEL 10 (2024-059554 OR) AND RUNNING SOUTH 71° 49' 21" EAST, 30.66 FEET, TO THE **POINT OF BEGINNING**;

THENCE NORTH 89° 30' 28" WEST, 15.10 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 100.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 85° 49' 44" EAST, THROUGH A CENTRAL ANGLE OF 08° 01' 43", AN ARC DISTANCE OF 14.01 FEET;

THENCE SOUTH 89° 30' 28" EAST, 15.54 FEET;

THENCE SOUTH 01° 38' 03" WEST, 14.00 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 217 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 9

BEING A PORTION OF SAID ADJUSTED PARCEL 10 (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID ADJUSTED PARCEL 10 (2024-059554 OR) AND RUNNING SOUTH 22° 31' 53" WEST, 67.16 FEET, TO THE **POINT OF BEGINNING**;

THENCE NORTH 48° 42' 26" EAST, 5.82 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 10.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 41° 17' 37" EAST, THROUGH A CENTRAL ANGLE OF 112° 43' 42", AN ARC DISTANCE OF 19.67 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A 209.57 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00° 50' 18", AN ARC DISTANCE OF 3.07 FEET;

THENCE NORTH 40° 10' 36" WEST, 3.74 FEET;

THENCE SOUTH 67° 54' 53" WEST, 10.63 FEET;

THENCE NORTH 22° 05' 07" WEST, 7.98 FEET;

THENCE SOUTH 65° 12' 04" WEST, 6.82 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 109 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 10

BEING A PORTION OF SAID ADJUSTED PARCEL 9 AND ADJUSTED PARCEL 10 (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID ADJUSTED PARCEL 10 (2024-059554 OR) AND RUNNING SOUTH 57° 25' 52" WEST, 13.76 FEET, TO THE **POINT OF BEGINNING;**

THENCE SOUTH 45° 20' 26" WEST, 6.26 FEET;

THENCE SOUTH 23° 08' 38" WEST, 108.31 FEET;

THENCE NORTH 66° 51' 22" WEST, 10.00 FEET;

THENCE NORTH 23° 08' 38" EAST, 105.99 FEET;

THENCE NORTH 54° 31' 31" WEST, 13.37 FEET;

THENCE NORTH 35° 55' 33" EAST, 10.05 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 209.93 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 37° 28' 31" EAST, THROUGH A CENTRAL ANGLE OF 06° 27' 23", AN ARC DISTANCE OF 23.66 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 1,282 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 11

BEING A PORTION OF SAID PARCEL 7 (43 M 180) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID ADJUSTED PARCEL 9 (2024-059554 OR) AND RUNNING NORTH 65° 17' 29" EAST, 218.03 FEET, TO THE **POINT OF BEGINNING;**

THENCE NORTH 06° 11' 59" WEST, 11.69 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 211.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 14° 44' 19" WEST, THROUGH A CENTRAL ANGLE OF 00° 23' 34", AN ARC DISTANCE OF 1.45 FEET TO A POINT OF NON-TANGENT REVERSE CURVATURE;

THENCE ALONG THE ARC OF A NON-TANGENT 8.01 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 14° 57' 40" EAST, THROUGH A CENTRAL ANGLE OF 124° 48' 03", AN ARC DISTANCE OF 17.45 FEET TO A POINT OF NON-TANGENT REVERSE CURVATURE;

THENCE ALONG THE ARC OF A NON-TANGENT 200.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 69° 59' 24" EAST, THROUGH A CENTRAL ANGLE OF 00° 09' 01", AN ARC DISTANCE OF 0.52 FEET;

THENCE SOUTH 83° 48' 01" WEST, 9.62 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 112 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 12

BEING A PORTION OF SAID ADJUSTED DESIGNATED REMAINDER PARCEL (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID ADJUSTED PARCEL 5 (2024-059554 OR) AND RUNNING SOUTH 73° 02' 56" WEST, 72.43 FEET, TO THE **POINT OF BEGINNING**;

THENCE SOUTH 28° 46' 39" EAST, 15.34 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 101.48 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 32° 16' 38" WEST, THROUGH A CENTRAL ANGLE OF 07° 54' 40", AN ARC DISTANCE OF 14.01 FEET;

THENCE NORTH 28° 46' 39" WEST, 15.44 FEET;

THENCE NORTH 62° 05' 35" EAST, 14.00 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 218 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 13

BEING A PORTION OF SAID ADJUSTED DESIGNATED REMAINDER PARCEL (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID ADJUSTED PARCEL 5 (2024-059554 OR) AND RUNNING NORTH 22° 49' 36" EAST, 60.50 FEET, TO THE **POINT OF BEGINNING**;

THENCE NORTH 67° 41' 15" WEST, 14.31 FEET;

THENCE NORTH 22° 18' 44" EAST, 14.00 FEET;

THENCE SOUTH 67° 41' 16" EAST, 15.71 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 214.48 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 63° 50' 04" WEST, THROUGH A CENTRAL ANGLE OF 03° 45' 34", AN ARC DISTANCE OF 14.07 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 211 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 14

BEING A PORTION OF SAID ADJUSTED PARCEL 5 (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID ADJUSTED PARCEL 5 (2024-059554 OR), AND RUNNING SOUTH 52° 44' 02" WEST, 262.11 FEET, TO THE **POINT OF BEGINNING**;

THENCE SOUTH 21° 38' 17" WEST, 14.00 FEET;

THENCE NORTH 66° 55' 35" WEST, 7.04 FEET;

THENCE SOUTH 22° 56' 28" WEST, 8.22 FEET;

THENCE NORTH 66° 55' 35" WEST, 8.80 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 241.58 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 64° 34' 35" WEST, THROUGH A CENTRAL ANGLE OF 05° 16' 20", AN ARC DISTANCE OF 22.23 FEET;

THENCE SOUTH 66° 55' 35" EAST, 15.58 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 289 SQUARE FEET OF LAND, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

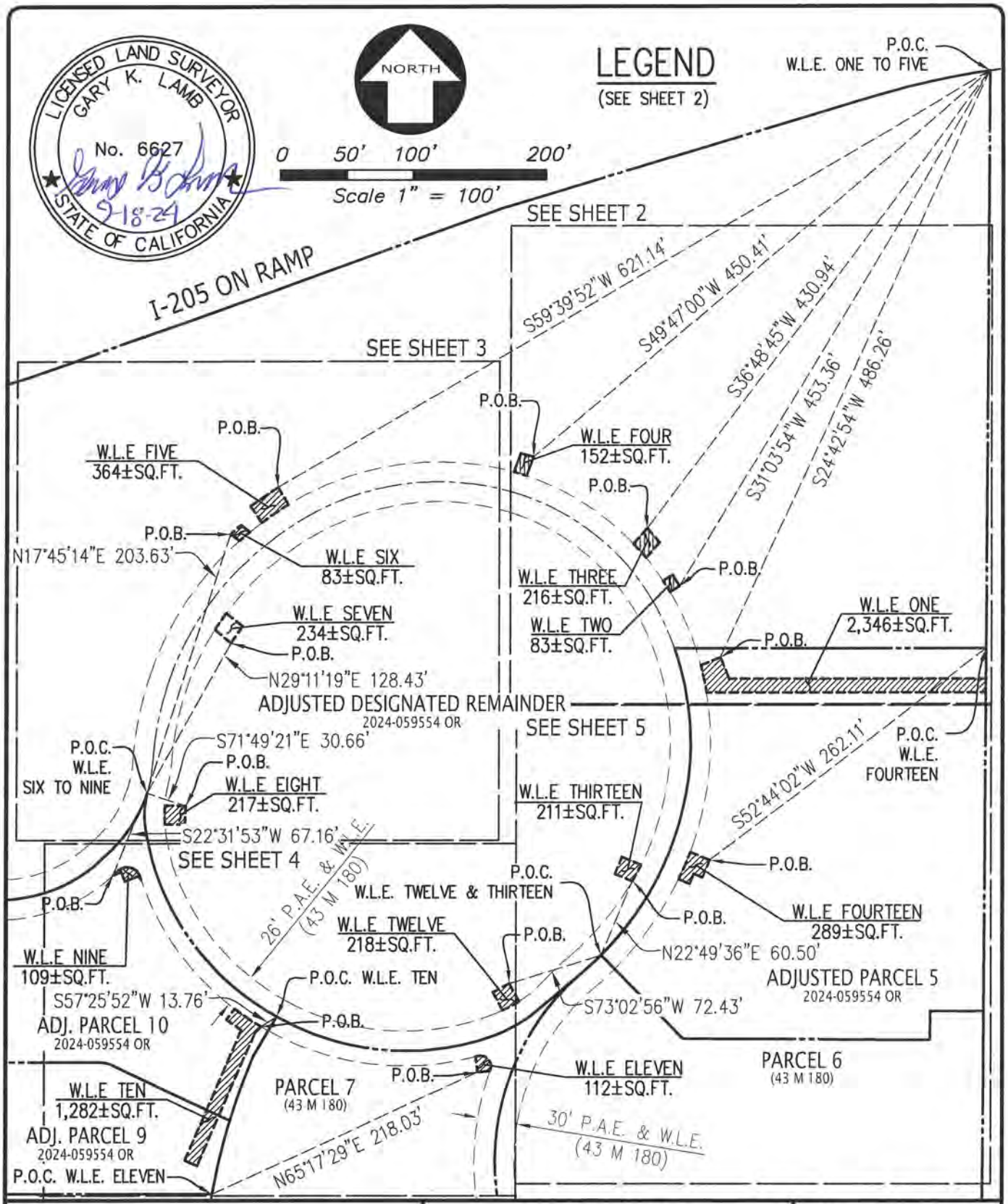


GARY K. LAMB, P.L.S. 6627

09-18-24
DATE

EXHIBIT B

Water Line Easements



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

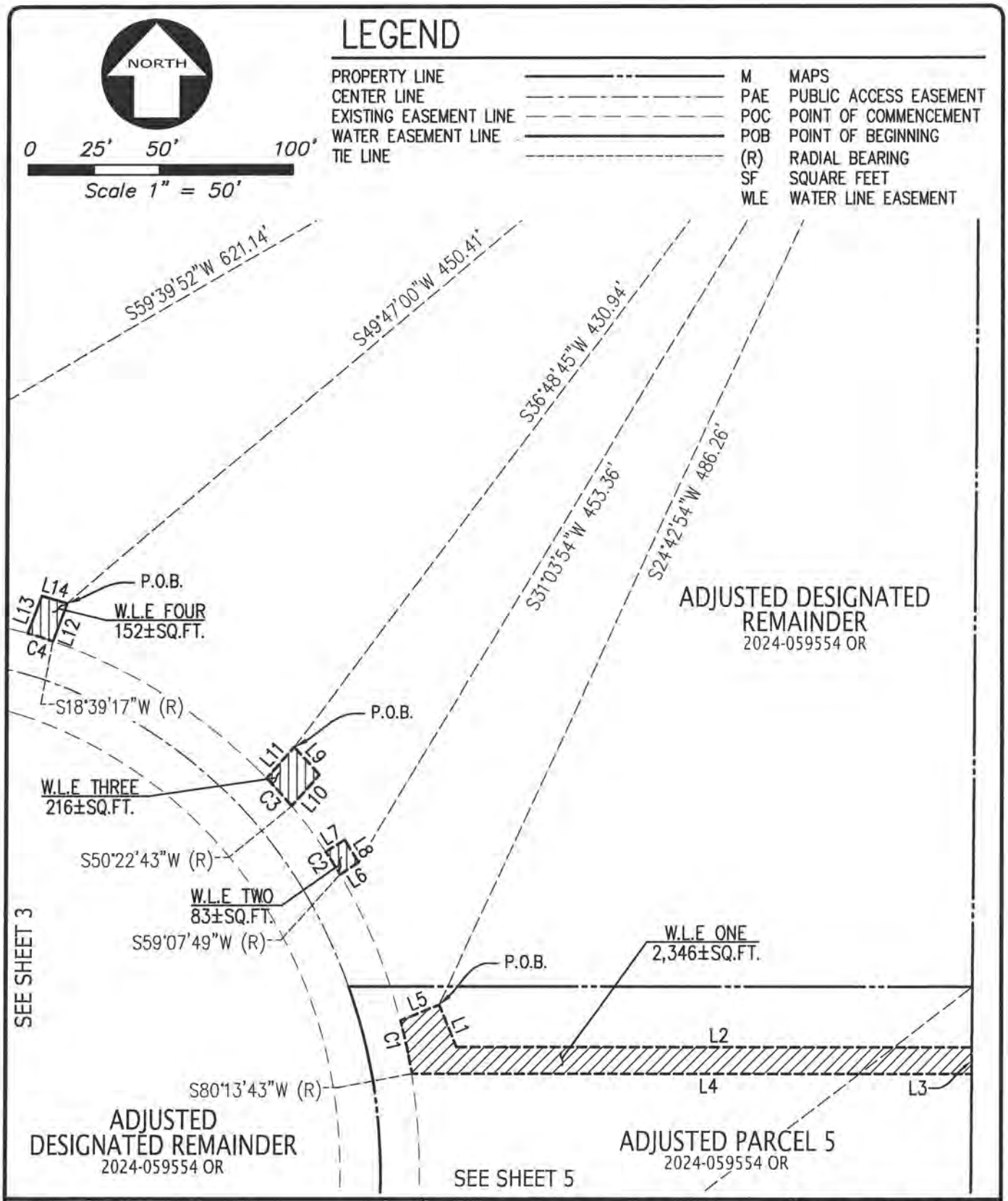
EXHIBIT "B"

WATER LINE EASEMENTS

TRACY, CALIFORNIA

DATE	SEPT., 2024
SCALE	1" = 100'
BY	GKL
JOB NO.	A09500-140
SHEET	1 OF 7

Z:\2009\A09500-140\DWG\PLATS\A09500-140-PD-WATER LINE EASEMENT.dwg 9-17-24 11:40:15 AM glamb



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

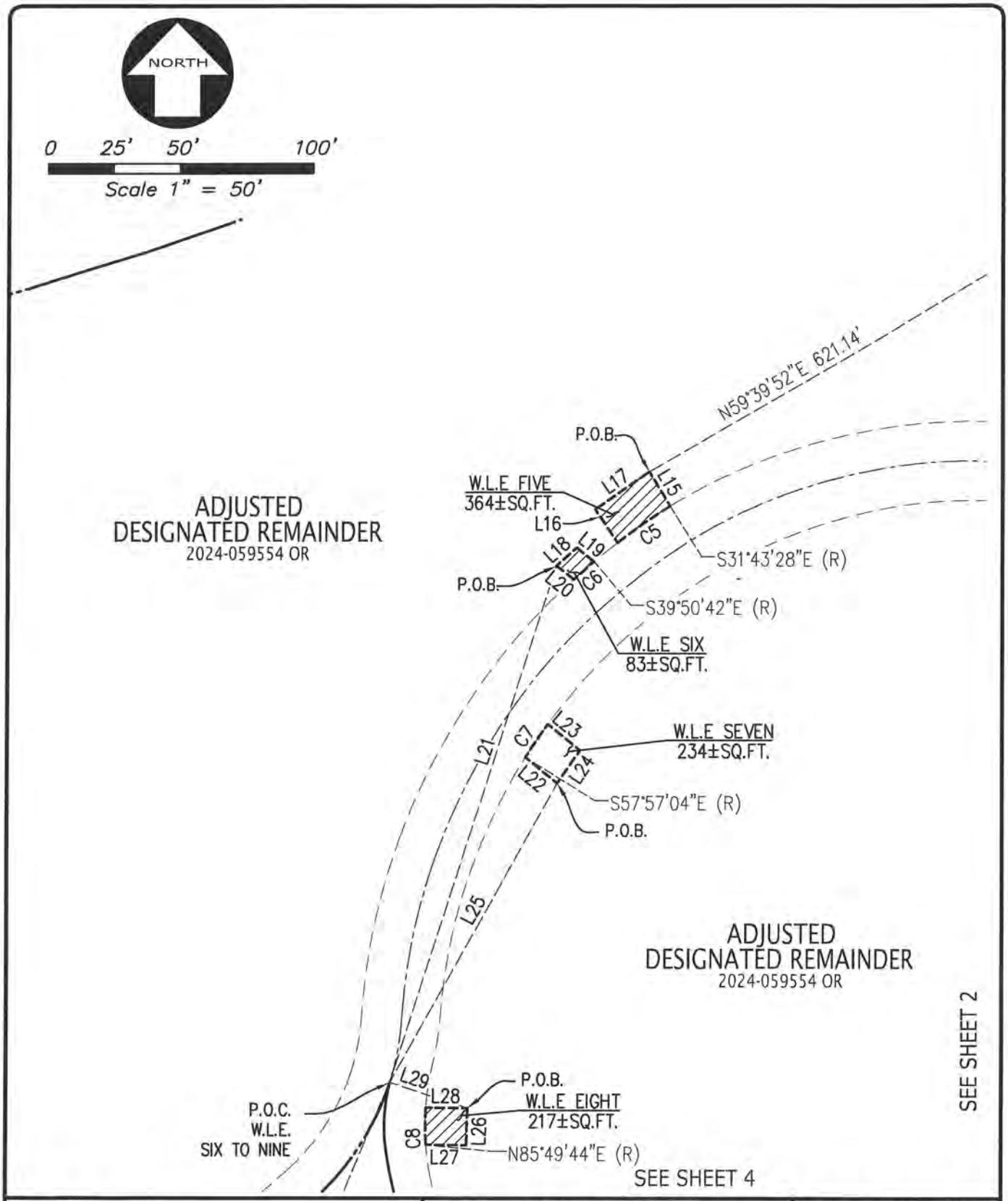
EXHIBIT "B"

WATER LINE EASEMENTS

TRACY, CALIFORNIA

DATE	SEPT., 2024
SCALE	1" = 100'
BY	GKL
JOB NO.	A09500-140
SHEET	2 OF 7

Z:\2009\A09500-140\DWG\PLATS\A09500-140-PD-WATER LINE EASEMENT.dwg 9-18-24 12:53:56 PM glamb



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

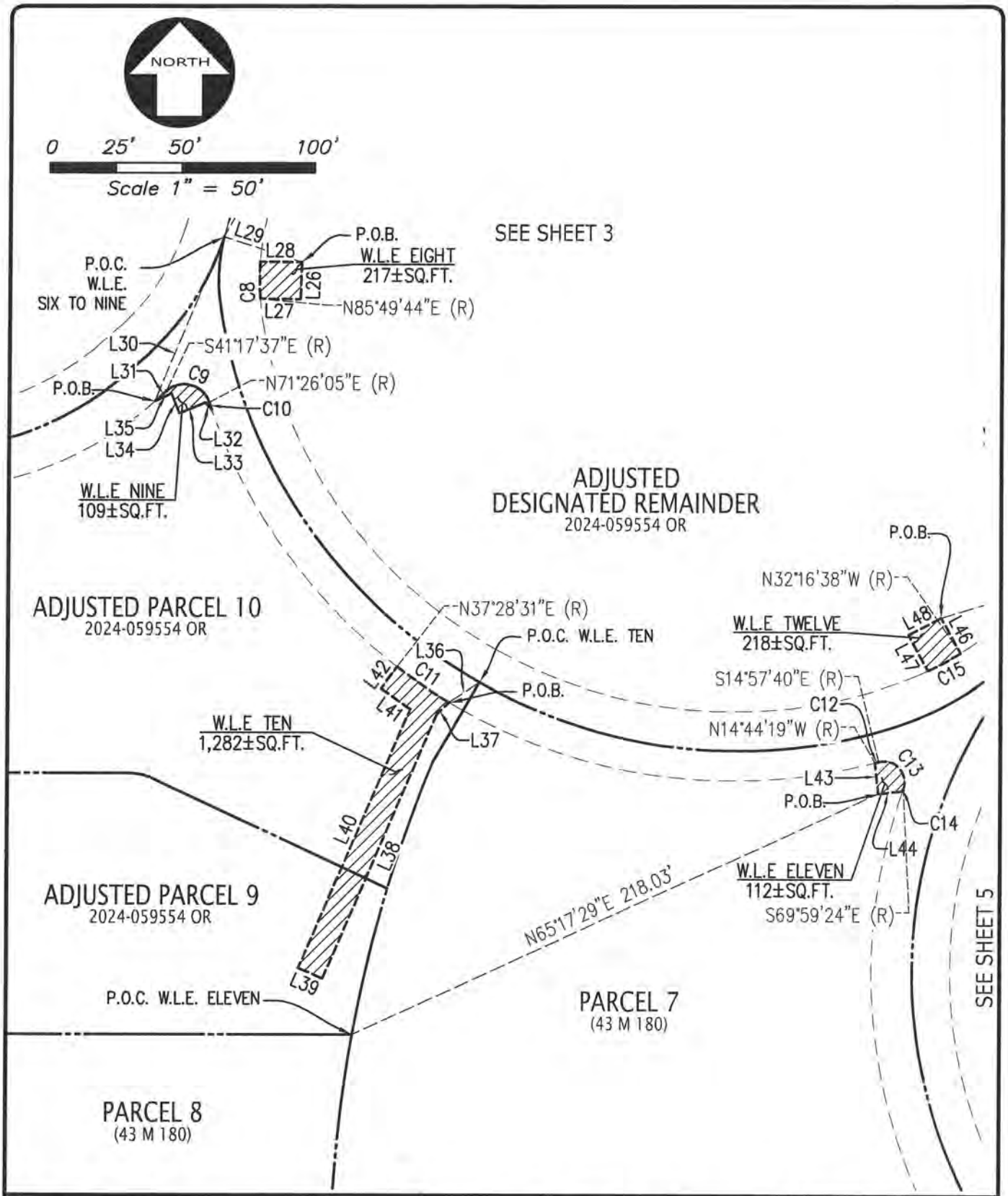
EXHIBIT "B"

WATER LINE EASEMENTS

TRACY, CALIFORNIA

DATE	SEPT., 2024
SCALE	1" = 50'
BY	GKL
JOB NO.	A09500-140
SHEET	3 OF 7

Z:\2009\A09500-140\DWG\PLATS\A09500-140-PD-WATER LINE EASEMENT.dwg 9-17-24 11:41:05 AM glamb



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

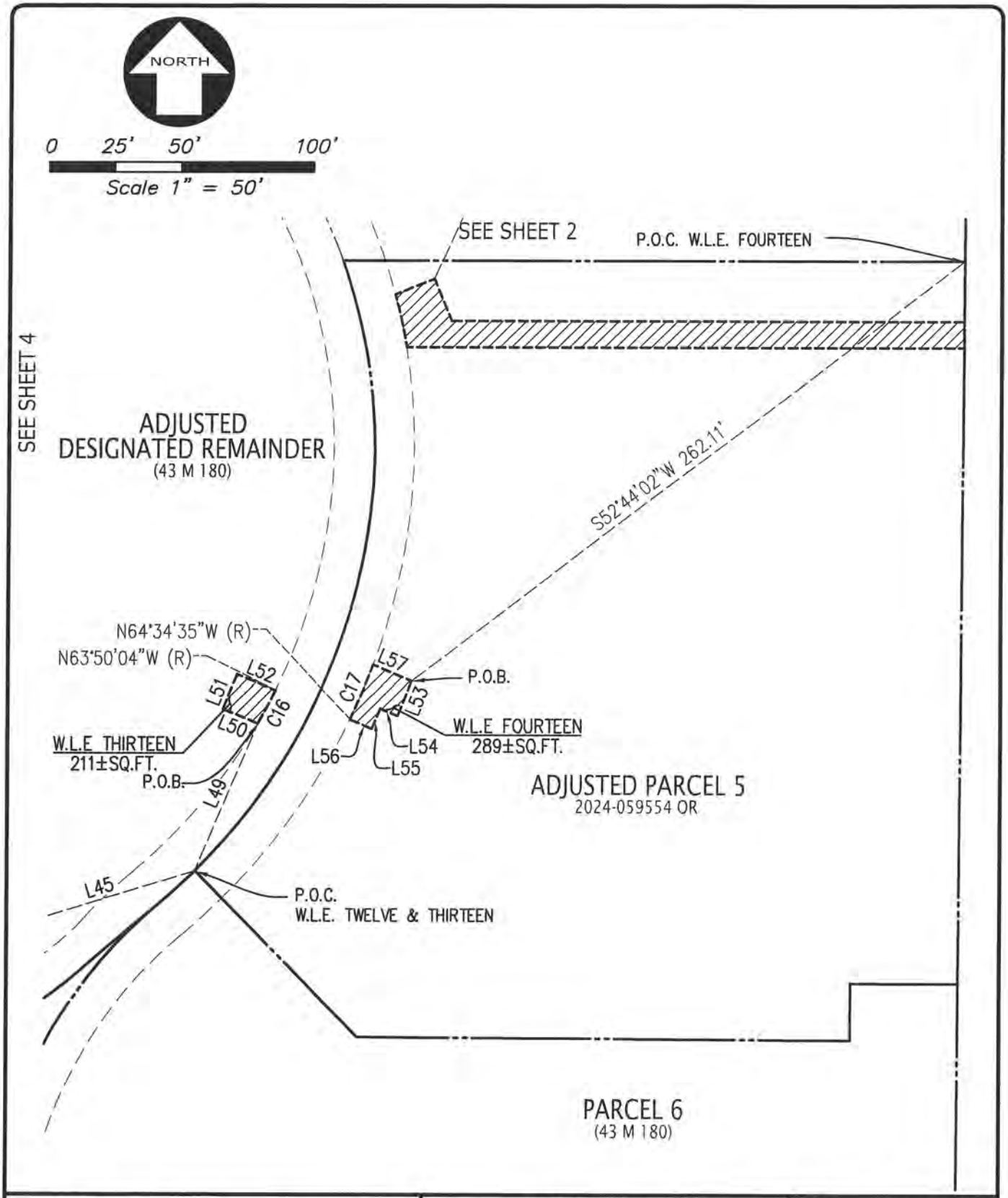
EXHIBIT "B"

WATER LINE EASEMENTS

TRACY, CALIFORNIA

DATE	SEPT., 2024
SCALE	1" = 50'
BY	GKL
JOB NO.	A09500-140
SHEET	4 OF 7

Z:\2009\A09500-140\DWG\PLATS\A09500-140-PD-WATER LINE EASEMENT.dwg 9-17-24 11:42:41 AM glamb



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"

WATER LINE EASEMENTS

TRACY, CALIFORNIA

DATE	SEPT., 2024
SCALE	1" = 50'
BY	GKL
JOB NO.	A09500-140
SHEET	5 OF 7

Z:\2009\A09500-140\DWG\PLATS\A09500-140-PD-WATER LINE EASEMENT.dwg 9-17-24 11:42:59 AM glomb

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S22°05'07"E	17.16'
L2	N90°00'00"E	194.25'
L3	S0°19'34"W	10.00'
L4	S90°00'00"W	210.87'
L5	N67°54'53"E	15.77'
L6	S57°33'56"W	8.36'
L7	N57°33'56"E	8.33'
L8	S32°26'04"E	10.00'
L9	S41°48'24"E	14.09'
L10	S41°10'54"W	15.57'
L11	N41°10'54"E	15.52'
L12	S20°32'34"W	15.28'
L13	N20°32'34"E	15.15'
L14	S73°32'28"E	10.03'
L15	S30°51'27"E	15.14'
L16	N33°59'38"W	15.12'
L17	N55°06'46"E	24.84'
L18	N48°02'14"E	10.14'
L19	S51°21'32"E	8.39'
L20	N51°21'32"W	8.22'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L21	N17°45'14"E	203.63'
L22	N50°41'52"W	15.53'
L23	S50°41'52"E	15.53'
L24	S34°05'24"W	15.06'
L25	N29°11'19"E	128.43'
L26	S1°38'03"W	14.00'
L27	N89°30'28"W	15.10'
L28	S89°30'28"E	15.54'
L29	S71°49'21"E	30.66'
L30	S22°31'53"W	67.16'
L31	N48°42'26"E	5.82'
L32	N40°10'36"W	3.74'
L33	S67°54'53"W	10.63'
L34	N22°05'07"W	7.98'
L35	S65°12'04"W	6.82'
L36	S57°25'52"W	13.76'
L37	S45°20'26"W	6.26'
L38	S23°08'38"W	108.31'
L39	N66°51'22"W	10.00'
L40	N23°08'38"E	105.99'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L41	N54°31'31"W	13.37'
L42	N35°55'33"E	10.05'
L43	N6°11'59"W	11.69'
L44	S83°48'01"W	9.62'
L45	S73°02'56"W	72.43'
L46	S28°46'39"E	15.34'
L47	N28°46'39"W	15.44'
L48	N62°05'35"E	14.00'
L49	N22°49'36"E	60.50'
L50	N67°41'15"W	14.31'
L51	N22°18'44"E	14.00'
L52	S67°41'16"E	15.71'
L53	S21°38'17"W	14.00'
L54	N66°55'35"W	7.04'
L55	S22°56'28"W	8.22'
L56	N66°55'35"W	8.80'
L57	S66°55'35"E	15.58'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
WATER LINE EASEMENTS
LINE TABLE

TRACY, CALIFORNIA

DATE	SEPT., 2024
SCALE	NONE
BY	GKL
JOB NO.	A09500-140
SHEET	6 OF 7

Z:\2009\A09500-140\DWG\PLATS\A09500-140-PD-WATER LINE EASEMENT.dwg 9-17-24 11:43:17 AM glamb

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	225.00'	5°12'36"	20.46'
C2	206.72'	2°46'19"	10.00'
C3	202.79'	3°58'56"	14.09'
C4	200.10'	2°52'07"	10.02'
C5	215.00'	6°24'12"	24.03'
C6	243.00'	2°23'48"	10.17'
C7	214.19'	4°01'49"	15.07'
C8	100.00'	8°01'43"	14.01'
C9	10.00'	112°43'42"	19.67'
C10	209.57'	0°50'18"	3.07'
C11	209.93'	6°27'23"	23.66'
C12	211.00'	0°23'34"	1.45'
C13	8.01'	124°48'03"	17.45'
C14	200.00'	0°09'01"	0.52'
C15	101.48'	7°54'40"	14.01'
C16	214.48'	3°45'34"	14.07'
C17	241.58'	5°16'20"	22.23'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
WATER LINE EASEMENTS
CURVE TABLE
TRACY, CALIFORNIA

DATE	SEPT., 2024
SCALE	NONE
BY	GKL
JOB NO.	A09500-140
SHEET	7 OF 7

Z:\2009\A09500-140\DWG\PLATS\A09500-140-PD-WATER LINE EASEMENT.dwg 9-17-24 11:43:34 AM glamb

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-____

---

1) **AUTHORIZING THE ACCEPTANCE OF A DEDICATION OF A PUBLIC WATERLINE EASEMENT WITHIN WEST PARKWAY VILLAGE, AND**
2) **AUTHORIZING THE CITY CLERK TO RECORD THE EASEMENT DOCUMENT WITH THE SAN JOAQUIN COUNTY RECORDER.**

WHEREAS, R&B Delta II, LLC, a California Limited Liability Company (Subdivider), is the legal owner of that certain real property known as West Parkway Village at the northeast corner of International Parkway and Daylight Road in the City of Tracy; and

WHEREAS, on January 22, 2020 by Resolution No. 2020-001 the Planning Commission approved a Tentative Subdivision Map of West Parkway Village, application number TSM18-0002 (Tentative Map); and

WHEREAS, on June 1, 2021, pursuant to Resolution 2021-066 City Council approved 1) a Subdivision Improvement Agreement with R&B Delta II, LLC, a California limited liability company (Subdivider), allowing construction of public water infrastructure within West Parkway Village – Phase 1 to proceed, and 2) a Final Subdivision Map of West Parkway Village (Final Map) which included ten commercial parcels and dedication of various public easements; and

WHEREAS, certain waterline easements were dedicated by the Subdivider to the City by means of the Final Map entitled "Tract No. 3966 Subdivision of San Joaquin County West Parkway Village" recorded as Book 43, Page 180 Maps and Plats; and

WHEREAS, it was determined that additional waterline easements are required for City access to and maintenance of public water infrastructure in West Parkway Village constructed through a Subdivision Improvement Agreement approved by City Council by Resolution No. 2021-066; and

WHEREAS, Subdivider has prepared the additional waterline easement dedication documents (see Exhibit 1), and City staff has reviewed the document for technical accuracy; and

WHEREAS, the recommended actions are exempt from California Environmental Quality Act (CEQA) compliance under Section 15061(b)(3) of the CEQA Guidelines (14 Cal. Code Regs. § 15061(b)(3)) because it can be seen with certainty that there is no possibility that such actions may have a significant effect on the environment; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy, by resolution, authorizes the acceptance of a dedication of a public waterline easement within West Parkway Village, attached as Exhibit 1; and be it

FURTHER RESOLVED: That the City Council authorizes the City Clerk to record the easement document with the San Joaquin County Recorder; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy finds that the recommended actions are exempt from California Environmental Quality Act (CEQA) compliance under Section 15061(b)(3) of the CEQA Guidelines (14 Cal. Code Regs. § 15061(b)(3)) because it can be seen with certainty that there is no possibility that such actions may have a significant effect on the environment

* * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 19th day of November 2024 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

EXHIBITS

Exhibit 1 – Waterline Easement Document

Exhibit 1

Recording Requested by:
City of Tracy

Return to:
Adrianne Richardson, City Clerk
333 Civic Center Plaza
Tracy, CA 95376

Recording Fee: Exempt
(Government Code Section 6103 and 27383)

Documentary Transfer Tax: Exempt
(Revenue and Taxation Code
Section 11922)

Space above this line for Recorder's use
APNs: 209-48-01, 209-48-03,
209-48-05 and 209-48-07

WATER LINE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, R & B DELTA II, LLC, a California limited liability company (Grantor), does hereby grant to the CITY OF TRACY, a municipal corporation, and its successors or assigns (Grantee), a perpetual easement and right-of-way for, and the right to use for WATER LINE EASEMENT purposes, and those appurtenances and uses commonly associated therewith, through, in, on, over, above, under and across that certain portion of Grantor's real property situated in the City of Tracy, County of San Joaquin, State of California, more particularly described on **Exhibit A** and illustrated on **Exhibit B**, attached hereto and made a part hereof by this reference. Without limitation, the easement rights granted herein include the following: (a) right to install and maintain any and all public water line facilities; (b) rights of ingress and egress, from the easement herein described, across the lands of Grantor for all purposes useful or convenient in connection with or incidental to the exercise of the rights herein granted at locations which shall not interfere with Grantor's reasonable use of its remainder property; (b) right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and re-pass over, along, and beside said easement and right-of-way; and (c) right to deposit tools, implements and material there on.

The rights granted herein are for the benefit of Grantee, its officers, agents, employees, successors or assigns, or by any contractor, its agents or employees, engaged by said Grantee, whenever and wherever necessary for the purposes above set forth. Grantor shall keep the easement area clear from any obstacles that will make the area un-accessible. The conveyance of said easement and right-of-way is made for the benefit of all parties who have or may acquire any right, title, or interest in any part of the above-described real property. This conveyance is binding on the Grantor, its heirs, assigns or successors in interest.

Signed this 26th day of September, 2024

R & B Delta II, LLC,
a California limited liability company

By: Dana G. Parry
Dana G. Parry, President

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Deed or Grant is hereby accepted by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583, and the grantee consents to recordation thereof by its duly authorized officer.

_____
City Clerk, City of Tracy, California

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On September 26, 2024 before me, Lisa Mendez-Finger, Notary Public (here insert name and title of officer), personally appeared Dana G. Parry, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature(s) on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

LISA MENDEZ-FINGER
Notary Public - California
Santa Clara County
Commission # 2347060
My Comm. Expires Feb 15, 2025

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____, Notary Public (here insert name and title of officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 'A'
LEGAL DESCRIPTION
WATERLINE EASEMENTS

ALL THAT REAL PROPERTY SITUATE IN SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF TRACY, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 7 AS SHOWN ON TRACT NO. 3966, FILED FOR RECORD ON JULY 28, 2021, IN BOOK 43 OF MAPS AT PAGE 180, SAN JOAQUIN COUNTY RECORDS, AND ALSO BEING A PORTION OF ADJUSTED PARCELS 5, 9 AND 10, AND THE ADJUSTED DESIGNATED REMAINDER PARCEL AS SHOWN ON THAT CERTAIN CERTIFICATE OF COMPLIANCE, RECORDED JULY 18, 2024, AS DOCUMENT NO. 2024-059554, SAN JOAQUIN COUNTY RECORDS, AND BEING DESCRIBED AS FOLLOWS;

W.L.E. 1

BEING A PORTION OF SAID ADJUSTED DESIGNATED REMAINDER PARCEL (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL AND RUNNING SOUTH 24° 42' 54" WEST, 486.26 FEET, TO THE **POINT OF BEGINNING**;

THENCE SOUTH 22° 05' 07" EAST, 17.16 FEET;

THENCE NORTH 90° 00' 00" EAST, 194.25 FEET;

THENCE SOUTH 00° 19' 34" WEST, 10.00 FEET;

THENCE SOUTH 90° 00' 00" WEST, 210.87 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 225.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 80° 13' 43" WEST, THROUGH A CENTRAL ANGLE OF 05° 12' 36", AN ARC DISTANCE OF 20.46 FEET;

THENCE NORTH 67° 54' 53" EAST, 15.77 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,346 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 2

BEING A PORTION OF SAID ADJUSTED DESIGNATED REMAINDER PARCEL (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL AND RUNNING SOUTH 31° 03' 54" WEST, 453.36 FEET, TO THE **POINT OF BEGINNING**;

THENCE SOUTH 57° 33' 56" WEST, 8.36 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 206.72 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 59° 07' 49" WEST, THROUGH A CENTRAL ANGLE OF 02° 46' 19", AN ARC DISTANCE OF 10.00 FEET;

THENCE NORTH 57° 33' 56" EAST, 8.33 FEET;

THENCE SOUTH 32° 26' 04" EAST, 10.00 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 83 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 3

BEING A PORTION OF SAID ADJUSTED DESIGNATED REMAINDER PARCEL (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL AND RUNNING SOUTH 36° 48' 45" WEST, 430.94 FEET, TO THE **POINT OF BEGINNING**;

THENCE SOUTH 41° 48' 24" EAST, 14.09 FEET;

THENCE SOUTH 41° 10' 54" WEST, 15.57 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 202.79 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 50° 22' 43" WEST, THROUGH A CENTRAL ANGLE OF 03° 58' 56", AN ARC DISTANCE OF 14.09 FEET;

THENCE NORTH 41° 10' 54" EAST, 15.52 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 216 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 4

BEING A PORTION OF SAID ADJUSTED DESIGNATED REMAINDER PARCEL (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL AND RUNNING SOUTH 49° 47' 00" WEST, 450.41 FEET, TO THE **POINT OF BEGINNING**;

THENCE SOUTH 20° 32' 34" WEST, 15.28 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 200.10 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 18° 39' 17" WEST, THROUGH A CENTRAL ANGLE OF 02° 52' 07", AN ARC DISTANCE OF 10.02 FEET;

THENCE NORTH 20° 32' 34" EAST, 15.15 FEET;

THENCE SOUTH 73° 32' 28" EAST, 10.03 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 152 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 5

BEING A PORTION OF SAID ADJUSTED DESIGNATED REMAINDER PARCEL (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID PARCEL AND RUNNING SOUTH 59° 39' 52" WEST, 621.14 FEET, TO THE **POINT OF BEGINNING;**

THENCE SOUTH 30° 51' 27" EAST, 15.14 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 215.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 31° 43' 28" EAST, THROUGH A CENTRAL ANGLE OF 06° 24' 12", AN ARC DISTANCE OF 24.03 FEET;

THENCE NORTH 33° 59' 38" WEST, 15.12 FEET;

THENCE NORTH 55° 06' 46" EAST, 24.84 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 364 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 6

BEING A PORTION OF SAID ADJUSTED DESIGNATED REMAINDER PARCEL (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID ADJUSTED PARCEL 10 (2024-059554 OR) AND RUNNING NORTH 17° 45' 14" EAST, 203.63 FEET, TO THE **POINT OF BEGINNING;**

THENCE NORTH 48° 02' 14" EAST, 10.14 FEET;

THENCE SOUTH 51° 21' 32" EAST, 8.39 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 243.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 39° 50' 42" EAST, THROUGH A CENTRAL ANGLE OF 02° 23' 48", AN ARC DISTANCE OF 10.17 FEET;

THENCE NORTH 51° 21' 32" WEST, 8.22 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 83 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 7

BEING A PORTION OF SAID ADJUSTED DESIGNATED REMAINDER PARCEL (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID ADJUSTED PARCEL 10 (2024-059554 OR) AND RUNNING NORTH 29° 11' 19" EAST, 128.43 FEET, TO THE **POINT OF BEGINNING;**

THENCE NORTH 50° 41' 52" WEST, 15.53 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 214.19 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 57° 57' 04" EAST, THROUGH A CENTRAL ANGLE OF 04° 01' 49", AN ARC DISTANCE OF 15.07 FEET;

THENCE SOUTH 50° 41' 52" EAST, 15.53 FEET;

THENCE SOUTH 34° 05' 24" WEST, 15.06 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 234 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 8

BEING A PORTION OF SAID ADJUSTED DESIGNATED REMAINDER PARCEL (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID ADJUSTED PARCEL 10 (2024-059554 OR) AND RUNNING SOUTH 71° 49' 21" EAST, 30.66 FEET, TO THE **POINT OF BEGINNING**;

THENCE NORTH 89° 30' 28" WEST, 15.10 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 100.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 85° 49' 44" EAST, THROUGH A CENTRAL ANGLE OF 08° 01' 43", AN ARC DISTANCE OF 14.01 FEET;

THENCE SOUTH 89° 30' 28" EAST, 15.54 FEET;

THENCE SOUTH 01° 38' 03" WEST, 14.00 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 217 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 9

BEING A PORTION OF SAID ADJUSTED PARCEL 10 (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID ADJUSTED PARCEL 10 (2024-059554 OR) AND RUNNING SOUTH 22° 31' 53" WEST, 67.16 FEET, TO THE **POINT OF BEGINNING**;

THENCE NORTH 48° 42' 26" EAST, 5.82 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 10.00 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 41° 17' 37" EAST, THROUGH A CENTRAL ANGLE OF 112° 43' 42", AN ARC DISTANCE OF 19.67 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A 209.57 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00° 50' 18", AN ARC DISTANCE OF 3.07 FEET;

THENCE NORTH 40° 10' 36" WEST, 3.74 FEET;

THENCE SOUTH 67° 54' 53" WEST, 10.63 FEET;

THENCE NORTH 22° 05' 07" WEST, 7.98 FEET;

THENCE SOUTH 65° 12' 04" WEST, 6.82 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 109 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 10

BEING A PORTION OF SAID ADJUSTED PARCEL 9 AND ADJUSTED PARCEL 10 (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID ADJUSTED PARCEL 10 (2024-059554 OR) AND RUNNING SOUTH 57° 25' 52" WEST, 13.76 FEET, TO THE **POINT OF BEGINNING;**

THENCE SOUTH 45° 20' 26" WEST, 6.26 FEET;

THENCE SOUTH 23° 08' 38" WEST, 108.31 FEET;

THENCE NORTH 66° 51' 22" WEST, 10.00 FEET;

THENCE NORTH 23° 08' 38" EAST, 105.99 FEET;

THENCE NORTH 54° 31' 31" WEST, 13.37 FEET;

THENCE NORTH 35° 55' 33" EAST, 10.05 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 209.93 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 37° 28' 31" EAST, THROUGH A CENTRAL ANGLE OF 06° 27' 23", AN ARC DISTANCE OF 23.66 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 1,282 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 11

BEING A PORTION OF SAID PARCEL 7 (43 M 180) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERLY CORNER OF SAID ADJUSTED PARCEL 9 (2024-059554 OR) AND RUNNING NORTH 65° 17' 29" EAST, 218.03 FEET, TO THE **POINT OF BEGINNING;**

THENCE NORTH 06° 11' 59" WEST, 11.69 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 211.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 14° 44' 19" WEST, THROUGH A CENTRAL ANGLE OF 00° 23' 34", AN ARC DISTANCE OF 1.45 FEET TO A POINT OF NON-TANGENT REVERSE CURVATURE;

THENCE ALONG THE ARC OF A NON-TANGENT 8.01 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 14° 57' 40" EAST, THROUGH A CENTRAL ANGLE OF 124° 48' 03", AN ARC DISTANCE OF 17.45 FEET TO A POINT OF NON-TANGENT REVERSE CURVATURE;

THENCE ALONG THE ARC OF A NON-TANGENT 200.00 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 69° 59' 24" EAST, THROUGH A CENTRAL ANGLE OF 00° 09' 01", AN ARC DISTANCE OF 0.52 FEET;

THENCE SOUTH 83° 48' 01" WEST, 9.62 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 112 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 12

BEING A PORTION OF SAID ADJUSTED DESIGNATED REMAINDER PARCEL (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID ADJUSTED PARCEL 5 (2024-059554 OR) AND RUNNING SOUTH 73° 02' 56" WEST, 72.43 FEET, TO THE **POINT OF BEGINNING**;

THENCE SOUTH 28° 46' 39" EAST, 15.34 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 101.48 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 32° 16' 38" WEST, THROUGH A CENTRAL ANGLE OF 07° 54' 40", AN ARC DISTANCE OF 14.01 FEET;

THENCE NORTH 28° 46' 39" WEST, 15.44 FEET;

THENCE NORTH 62° 05' 35" EAST, 14.00 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 218 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 13

BEING A PORTION OF SAID ADJUSTED DESIGNATED REMAINDER PARCEL (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID ADJUSTED PARCEL 5 (2024-059554 OR) AND RUNNING NORTH 22° 49' 36" EAST, 60.50 FEET, TO THE **POINT OF BEGINNING**;

THENCE NORTH 67° 41' 15" WEST, 14.31 FEET;

THENCE NORTH 22° 18' 44" EAST, 14.00 FEET;

THENCE SOUTH 67° 41' 16" EAST, 15.71 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 214.48 FOOT RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 63° 50' 04" WEST, THROUGH A CENTRAL ANGLE OF 03° 45' 34", AN ARC DISTANCE OF 14.07 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 211 SQUARE FEET OF LAND, MORE OR LESS.

W.L.E. 14

BEING A PORTION OF SAID ADJUSTED PARCEL 5 (2024-059554 OR) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID ADJUSTED PARCEL 5 (2024-059554 OR), AND RUNNING SOUTH 52° 44' 02" WEST, 262.11 FEET, TO THE **POINT OF BEGINNING**;

THENCE SOUTH 21° 38' 17" WEST, 14.00 FEET;

THENCE NORTH 66° 55' 35" WEST, 7.04 FEET;

THENCE SOUTH 22° 56' 28" WEST, 8.22 FEET;

THENCE NORTH 66° 55' 35" WEST, 8.80 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT 241.58 FOOT RADIUS CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 64° 34' 35" WEST, THROUGH A CENTRAL ANGLE OF 05° 16' 20", AN ARC DISTANCE OF 22.23 FEET;

THENCE SOUTH 66° 55' 35" EAST, 15.58 FEET, TO THE **POINT OF BEGINNING**.

CONTAINING 289 SQUARE FEET OF LAND, MORE OR LESS.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

THE BASIS OF BEARINGS FOR THIS PLAT AND LEGAL DESCRIPTION IS THE LINE TAKEN AS S89°05'42"E, BETWEEN TWO FOUND MONUMENTS (STATION NUMBER 2043 AND STATION NUMBER 2044) OF THE CITY OF TRACY GEODETIC CONTROL NETWORK, WHICH IS BASED UPON THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 3, NAD83 (EPOCH 2004.0), AS SHOWN ON THE RECORD OF SURVEY FILED JUNE 26, 2007, IN BOOK 36 OF SURVEYS AT PAGE 118, SAN JOAQUIN COUNTY RECORDS. THE DISTANCES SHOWN ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.99992068 TO OBTAIN GRID DISTANCES.

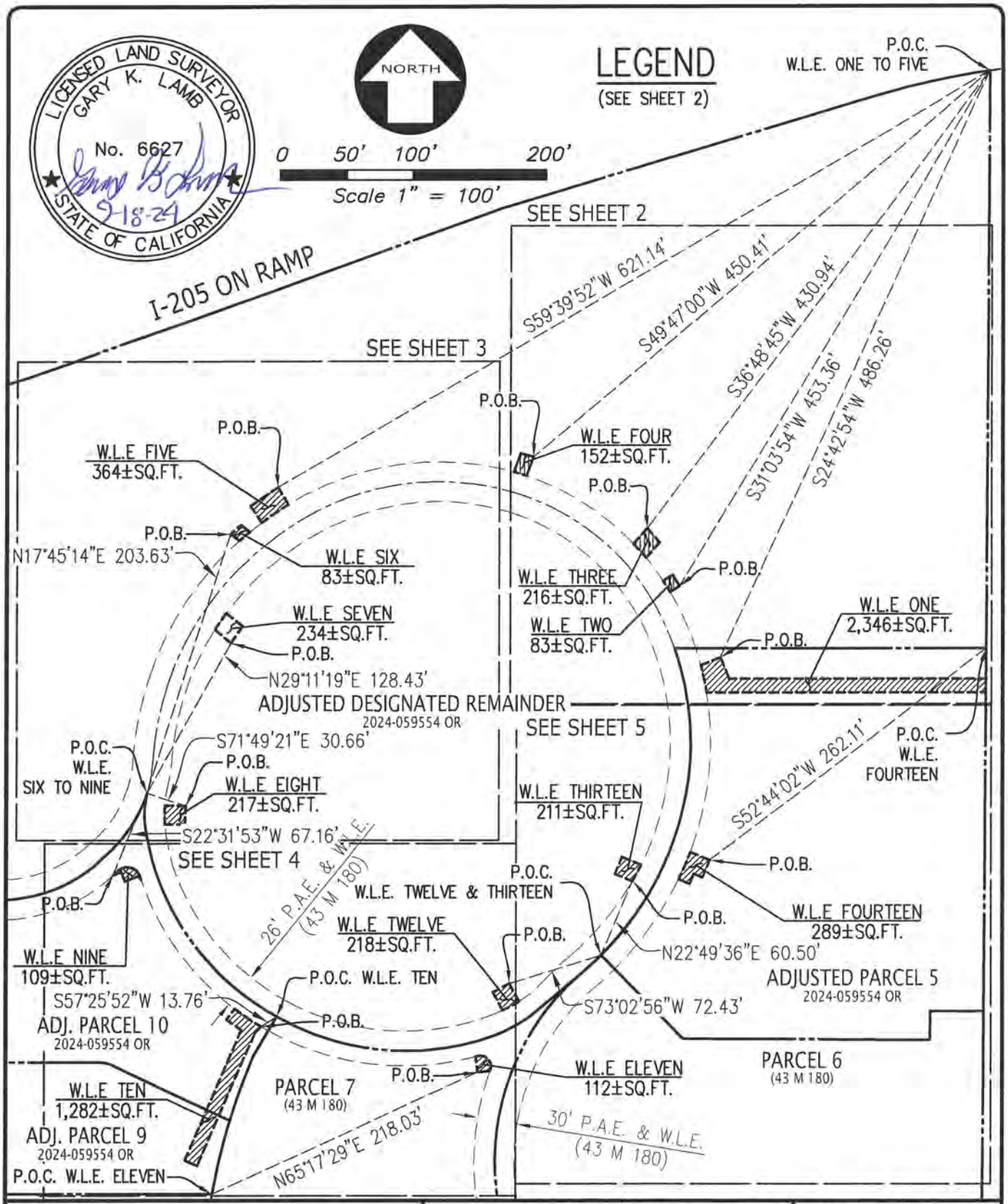


GARY K. LAMB, P.L.S. 6627

09-18-24
DATE

EXHIBIT B

Water Line Easements



KIER+WRIGHT

250 Cherry Lane, Suite 107, 208
Manteca, CA 95337

Phone: (209) 328-1123
www.kierwright.com

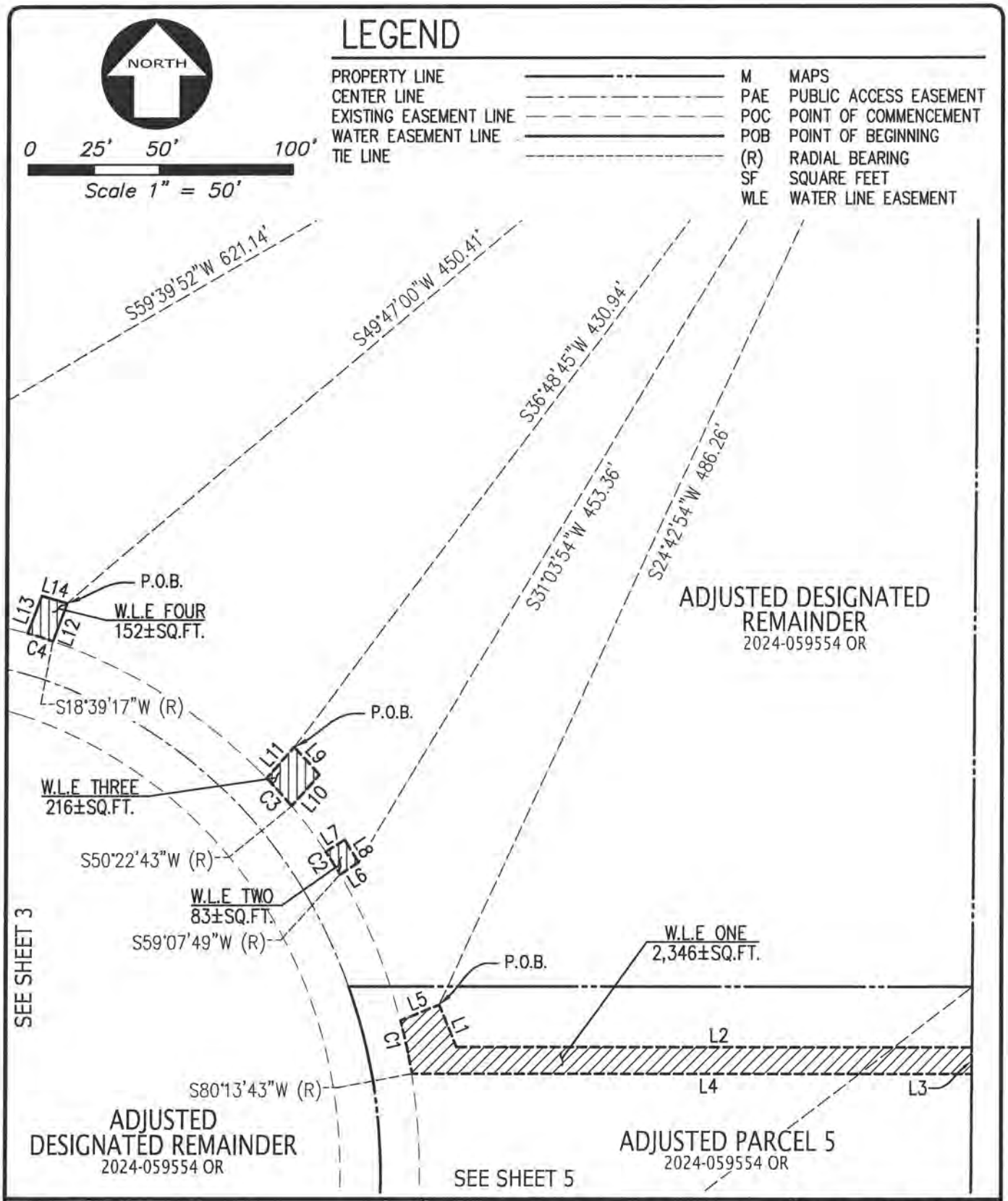
EXHIBIT "B"

WATER LINE EASEMENTS

TRACY, CALIFORNIA

DATE	SEPT., 2024
SCALE	1" = 100'
BY	GKL
JOB NO.	A09500-140
SHEET	1 OF 7

Z:\2009\A09500-140\DWG\PLATS\A09500-140-PD-WATER LINE EASEMENT.dwg 9-17-24 11:40:15 AM glamb



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

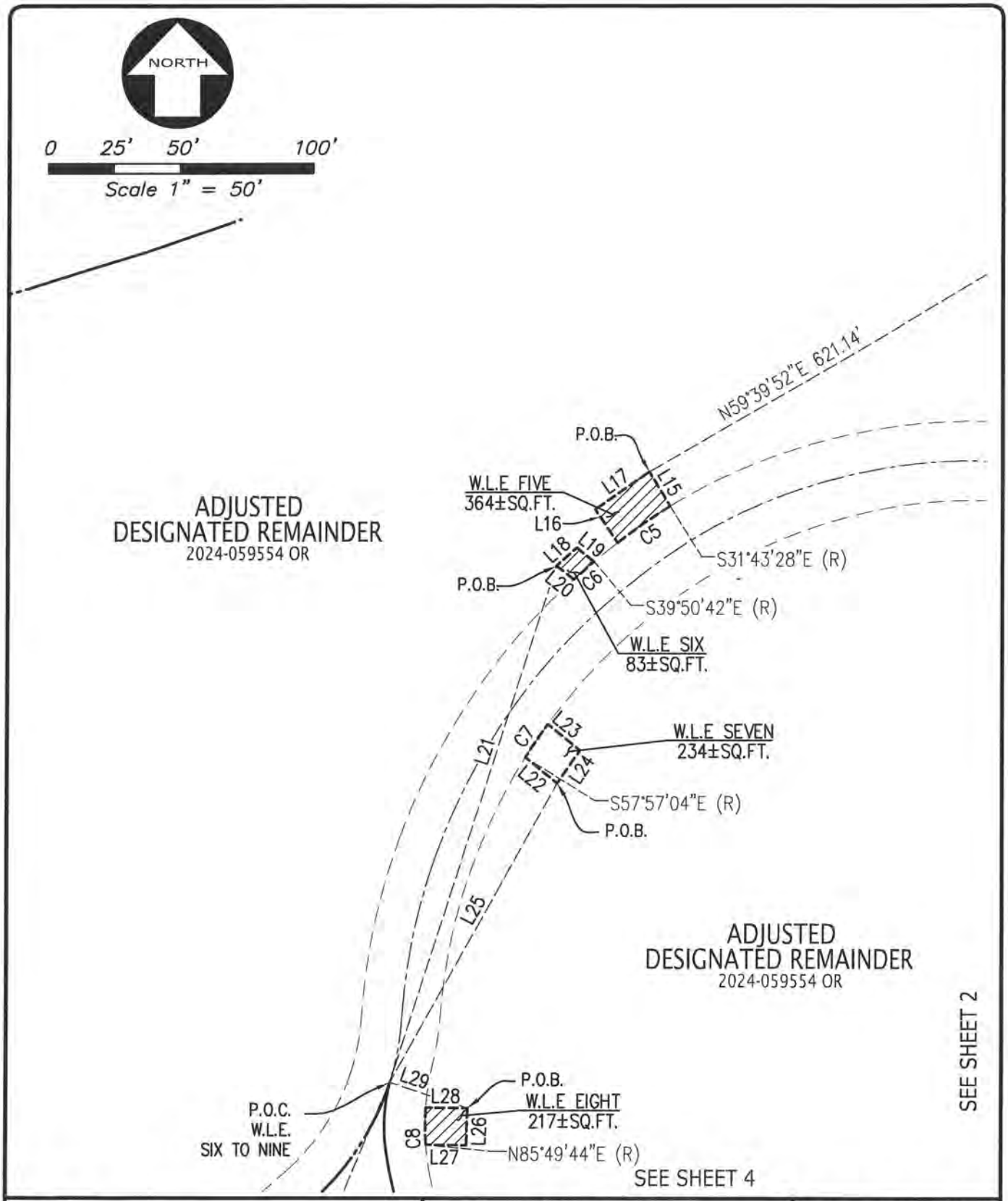
EXHIBIT "B"

WATER LINE EASEMENTS

TRACY, CALIFORNIA

DATE	SEPT., 2024
SCALE	1" = 100'
BY	GKL
JOB NO.	A09500-140
SHEET	2 OF 7

Z:\2009\A09500-140\DWG\PLATS\A09500-140-PD-WATER LINE EASEMENT.dwg 9-18-24 12:53:56 PM glamb



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

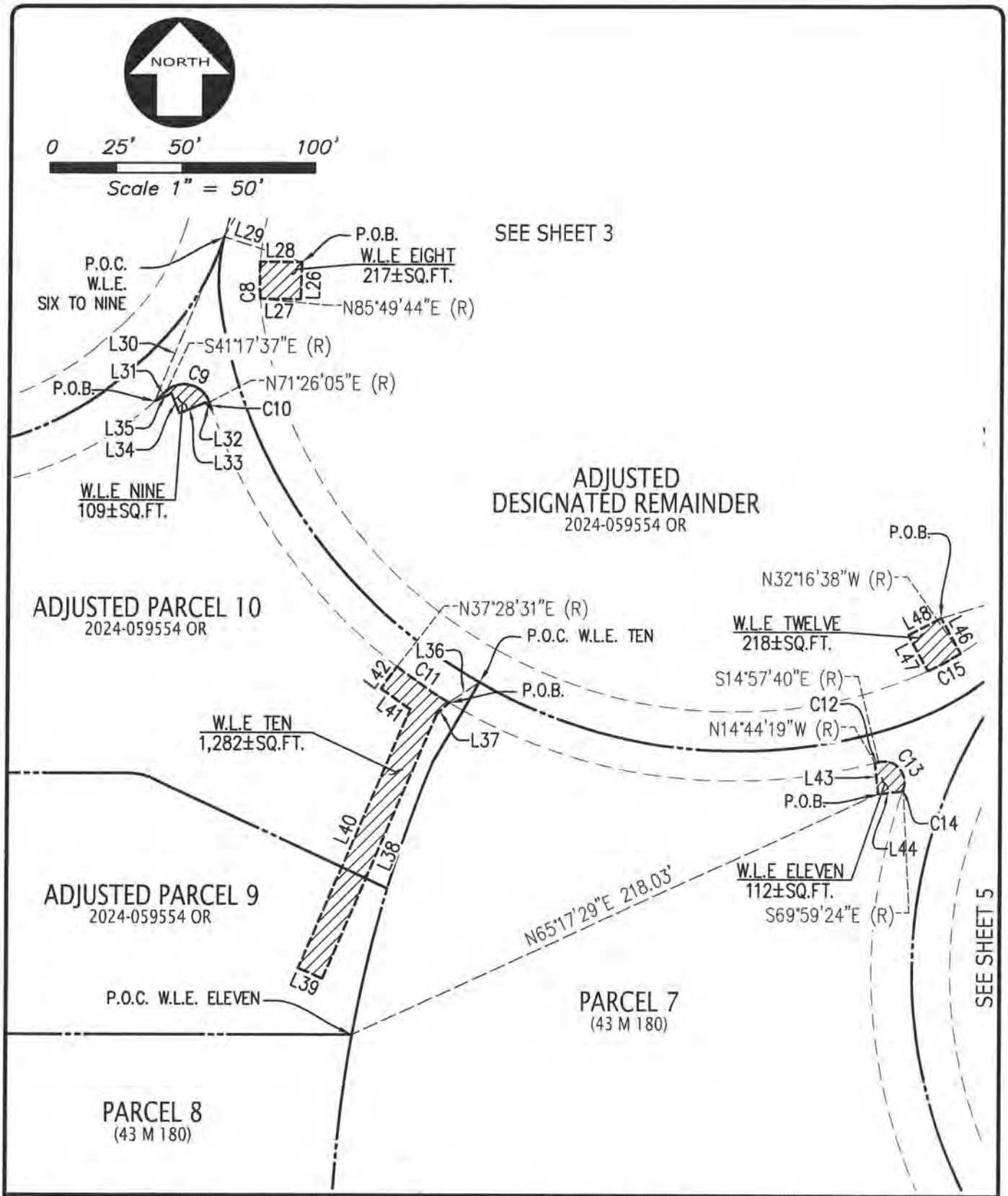
EXHIBIT "B"

WATER LINE EASEMENTS

TRACY, CALIFORNIA

DATE	SEPT., 2024
SCALE	1" = 50'
BY	GKL
JOB NO.	A09500-140
SHEET	3 OF 7

Z:\2009\A09500-140\DWG\PLATS\A09500-140-PD-WATER LINE EASEMENT.dwg 9-17-24 11:41:05 AM glamb



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

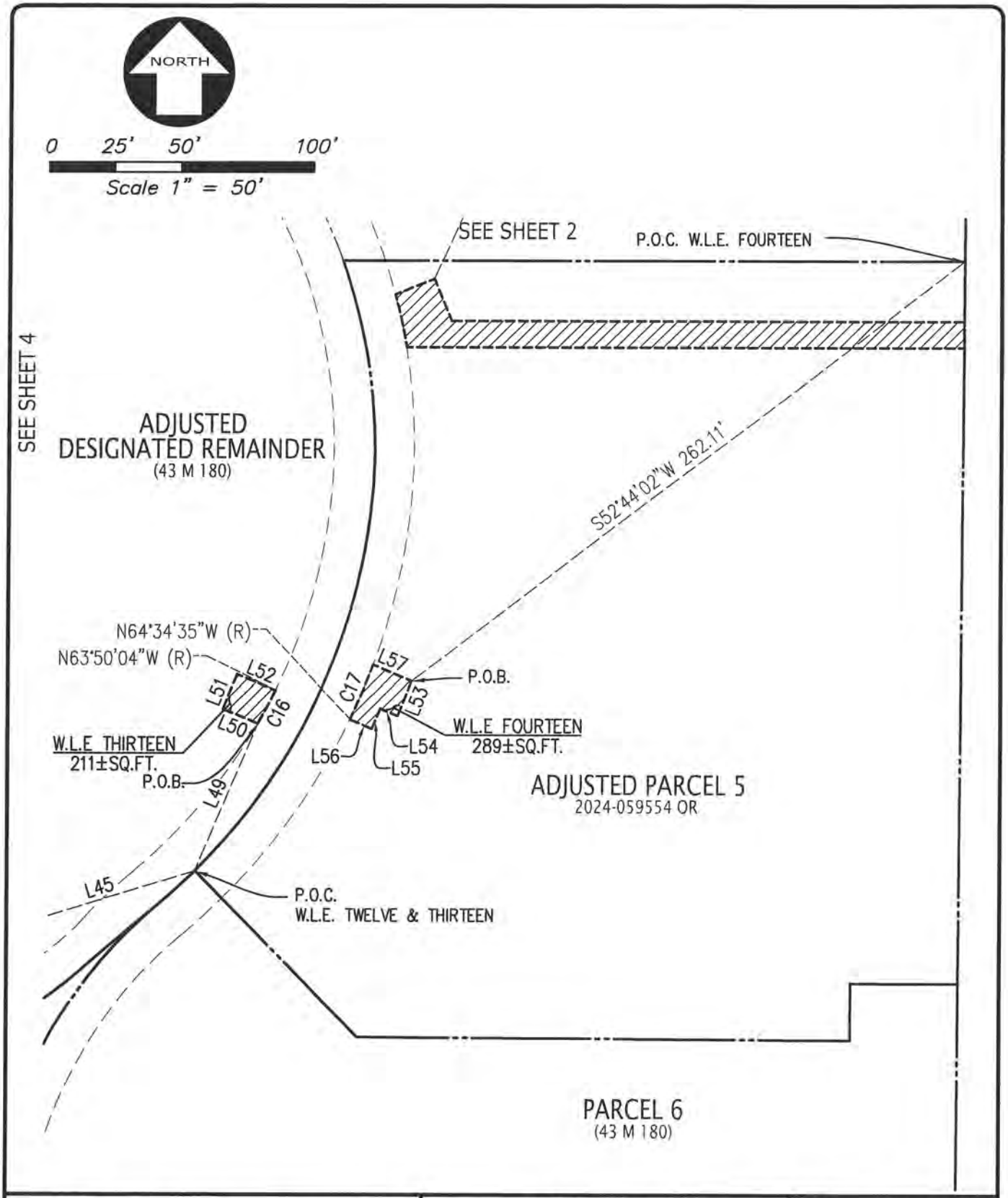
EXHIBIT "B"

WATER LINE EASEMENTS

TRACY, CALIFORNIA

DATE	SEPT., 2024
SCALE	1" = 50'
BY	GKL
JOB NO.	A09500-140
SHEET	4 OF 7

Z:\2009\A09500-140\DWG\PLATS\A09500-140-PD-WATER LINE EASEMENT.dwg 9-17-24 11:42:41 AM glamb



KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"

WATER LINE EASEMENTS

TRACY, CALIFORNIA

DATE	SEPT., 2024
SCALE	1" = 50'
BY	GKL
JOB NO.	A09500-140
SHEET	5 OF 7

Z:\2009\A09500-140\DWG\PLATS\A09500-140-PD-WATER LINE EASEMENT.dwg 9-17-24 11:42:59 AM glomb

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S22°05'07"E	17.16'
L2	N90°00'00"E	194.25'
L3	S0°19'34"W	10.00'
L4	S90°00'00"W	210.87'
L5	N67°54'53"E	15.77'
L6	S57°33'56"W	8.36'
L7	N57°33'56"E	8.33'
L8	S32°26'04"E	10.00'
L9	S41°48'24"E	14.09'
L10	S41°10'54"W	15.57'
L11	N41°10'54"E	15.52'
L12	S20°32'34"W	15.28'
L13	N20°32'34"E	15.15'
L14	S73°32'28"E	10.03'
L15	S30°51'27"E	15.14'
L16	N33°59'38"W	15.12'
L17	N55°06'46"E	24.84'
L18	N48°02'14"E	10.14'
L19	S51°21'32"E	8.39'
L20	N51°21'32"W	8.22'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L21	N17°45'14"E	203.63'
L22	N50°41'52"W	15.53'
L23	S50°41'52"E	15.53'
L24	S34°05'24"W	15.06'
L25	N29°11'19"E	128.43'
L26	S1°38'03"W	14.00'
L27	N89°30'28"W	15.10'
L28	S89°30'28"E	15.54'
L29	S71°49'21"E	30.66'
L30	S22°31'53"W	67.16'
L31	N48°42'26"E	5.82'
L32	N40°10'36"W	3.74'
L33	S67°54'53"W	10.63'
L34	N22°05'07"W	7.98'
L35	S65°12'04"W	6.82'
L36	S57°25'52"W	13.76'
L37	S45°20'26"W	6.26'
L38	S23°08'38"W	108.31'
L39	N66°51'22"W	10.00'
L40	N23°08'38"E	105.99'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L41	N54°31'31"W	13.37'
L42	N35°55'33"E	10.05'
L43	N6°11'59"W	11.69'
L44	S83°48'01"W	9.62'
L45	S73°02'56"W	72.43'
L46	S28°46'39"E	15.34'
L47	N28°46'39"W	15.44'
L48	N62°05'35"E	14.00'
L49	N22°49'36"E	60.50'
L50	N67°41'15"W	14.31'
L51	N22°18'44"E	14.00'
L52	S67°41'16"E	15.71'
L53	S21°38'17"W	14.00'
L54	N66°55'35"W	7.04'
L55	S22°56'28"W	8.22'
L56	N66°55'35"W	8.80'
L57	S66°55'35"E	15.58'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
WATER LINE EASEMENTS
LINE TABLE

TRACY, CALIFORNIA

DATE	SEPT., 2024
SCALE	NONE
BY	GKL
JOB NO.	A09500-140
SHEET	6 OF 7

Z:\2009\A09500-140\DWG\PLATS\A09500-140-PD-WATER LINE EASEMENT.dwg 9-17-24 11:43:17 AM glamb

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	225.00'	5°12'36"	20.46'
C2	206.72'	2°46'19"	10.00'
C3	202.79'	3°58'56"	14.09'
C4	200.10'	2°52'07"	10.02'
C5	215.00'	6°24'12"	24.03'
C6	243.00'	2°23'48"	10.17'
C7	214.19'	4°01'49"	15.07'
C8	100.00'	8°01'43"	14.01'
C9	10.00'	112°43'42"	19.67'
C10	209.57'	0°50'18"	3.07'
C11	209.93'	6°27'23"	23.66'
C12	211.00'	0°23'34"	1.45'
C13	8.01'	124°48'03"	17.45'
C14	200.00'	0°09'01"	0.52'
C15	101.48'	7°54'40"	14.01'
C16	214.48'	3°45'34"	14.07'
C17	241.58'	5°16'20"	22.23'

KIER+WRIGHT
250 Cherry Lane, Suite 107, 208
Manteca, CA 95337
Phone: (209) 328-1123
www.kierwright.com

EXHIBIT "B"
WATER LINE EASEMENTS
CURVE TABLE
TRACY, CALIFORNIA

DATE	SEPT., 2024
SCALE	NONE
BY	GKL
JOB NO.	A09500-140
SHEET	7 OF 7

Z:\2009\A09500-140\DWG\PLATS\A09500-140-PD-WATER LINE EASEMENT.dwg 9-17-24 11:43:34 AM glamb

November 19, 2024

Agenda Item 1.H

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution:

(1) Appointing Gordon Anderson MacKay to serve as Interim Director of Public Works, effective November 20, 2024; and
(2) Approving an employment agreement between Gordon Anderson MacKay and the City of Tracy for an hourly salary of $119.76.

EXECUTIVE SUMMARY

In March 2024, the Operations and Utilities Department underwent structural changes, incorporating Transit and Airport Divisions and resulting in the renaming of the director position to Director of Public Works. An executive recruitment process was initiated to fill this role; however, no candidate was selected. A new recruitment cycle is planned to commence in early January 2025. In the interim, the department will be supported by an Interim Director, ensuring continued oversight of administrative and operational functions until a permanent director is appointed. This item is seeking authorization of the appointment of the Interim Director, as required under the Government Code and CalPERS regulations.

BACKGROUND AND LEGISLATIVE HISTORY

Following the separation of the previous Director of Operations and Utilities in November 2023, the department was restructured on March 5, 2024, to include Transit and Airport Divisions, with the director position retitled as Director of Public Works. Since November, the Assistant City Manager has been serving as the Interim Director.

To ensure effective leadership during the upcoming executive recruitment for a permanent Director of Public Works, which may take up to six months, it is essential to appoint an Interim Director.

Gordon Anderson MacKay, a retired manager from the City of Stockton Public Works with nearly 20 years of experience, has been selected for this interim role, effective November 20, 2024. Under the Government Code and CalPERS regulations pertaining to the appointment of retired annuitants, the City Council must approve a resolution for his appointment, which outlines key requirements including:

- **Limited Duration Work**: Mr. MacKay can only work as an interim appointment during the recruitment, limited to 960 hours in a fiscal year.

- **Single Appointment**: He can be appointed only once, with no extensions or changes to the agreement.

- **Compensation**: His hourly rate must align with the publicly available pay schedule for the position, without additional benefits or incentives, though he can be reimbursed for reasonable expenses.

ANALYSIS

The City Manager has conducted interviews and recommends that the City Council adopt a resolution to appoint Mr. MacKay to serve as Interim Director of Public Works and approve an employment agreement between Mr. MacKay and the City of Tracy (attached as Attachment A).

Effective November 20, 2024, Mr. MacKay shall serve as the Interim Director of Public Works until the effective date of the appointment of a permanent Director of Public Works by the City Manager or has served a maximum of 960 hours in a fiscal year. The position is at-will and either party may terminate the agreement earlier upon giving written notice to the other party.

Mr. MacKay shall receive an hourly rate of $119.76 during the term of the Agreement.

FISCAL IMPACT

The costs associated with hiring an Interim Public Works Director will be offset by the savings realized by the current vacancy of a permanent Director of Public Works position.

STRATEGIC PLAN

This agenda item is a routine operation item and is not related to the City Council's Strategic Plans.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution:

(1) Appointing Gordon Anderson MacKay to serve as Interim Director of Public Works, effective November 20, 2024; and
(2) Approving an employment agreement between Gordon Anderson MacKay and the City of Tracy for an hourly salary of $119.76.

Prepared by: Kimberly Murdaugh, Director of Human Resources

Reviewed by: Sara Castro, Director of Finance
Bijal Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A - Proposed Employment Agreement – Gordon Anderson MacKay

-71:9436Ã.6;25782Ã0-*Ã!-$%%%"/Ä+'% Ä$$/)Ä+#,)Ä%&'!% '"(+,.

EMPLOYMENT AGREEMENT BETWEEN GORDON ANDERSON MACKAY AND THE CITY OF TRACY TO SERVE AS INTERIM DIRECTOR OF PUBLIC WORKS

This Employment Agreement (hereinafter "Agreement") is made and entered into between the City of Tracy, a municipal corporation ("CITY"), and Gordon Anderson MacKay, an individual ("EMPLOYEE"). CITY and EMPLOYEE are collectively referred to as “Parties.”

RECITALS

A. The CITY desires to employ the services of EMPLOYEE as the Interim Director of Public Works, temporarily, to carry out the duties and responsibilities of the Director as provided for by the City of Tracy Municipal Code, in consideration of and subject to the terms, conditions and benefits set forth in this Agreement.

B. EMPLOYEE desires to accept employment as Interim Director of Public Works in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

C. EMPLOYEE’s employment is authorized by Government Code sections 7522.56 and 21221(h), which permit the City Council to appoint a California Public Employees’ Retirement System (“CalPERS”) retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provide that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits, so long as it is a single appointment that does not exceed 960 hours in a fiscal year, inclusive of all hours worked for all other CalPERS employers.

D. EMPLOYEE represents that he is a retired annuitant of CalPERS within the meaning of Government Code Sections 7522.56 and 21221(h) and acknowledges that his compensation is statutorily limited as provided in Government Code 21221(h).

   EMPLOYEE represents that, as of the effective date of this Agreement, he has worked for another CalPERS state or contracting agency as a retired annuitant during the 2024-2025 fiscal year, and he therefore acknowledges that he is restricted to working no more than 960 hours for CITY, a state agency or other CalPERS contracting agencies (collectively “CalPERS Agencies”) during the 2024/2025 fiscal year.

   EMPLOYEE represents that he has not received unemployment compensation from any CalPERS Agencies during the 12-month period preceding the effective date of this Agreement. EMPLOYEE further represents that his CalPERS retirement date became effective prior to the 180-day period preceding the effective date of this Agreement.

E. CITY has determined it is necessary to hire EMPLOYEE, a retired annuitant, because the position of Interim Director of Public Works requires special skills, and EMPLOYEE, by virtue of his significant experience in executive management, has those special skills.

-71:9436Ã.6;25782Ã0-*Ã!-$%%%"/Ä+'% Ä$$/)Ä+#,)Ä%&'!% '"(+,.

F. CITY is entering into this Agreement pursuant to the authority granted by the City Council in Resolution 2024 - ___.

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth below, the Parties mutually agree as follows:

1. Incorporation of Recitals. The Parties hereby acknowledge and agree that the foregoing Recitals are true and correct and are hereby incorporated into this Agreement.

2. Duties. CITY agrees to employ Gordon Anderson MacKay as Interim Director of Public Works for the CITY to perform the functions and duties specified in Article 5 of Chapter 5.24 of Title 5, of the Tracy Municipal Code and to perform other legally permissible and proper duties and functions as the City Council shall from time-to-time assign.

3. Term. This Agreement shall become effective upon the date approved by the City Council and executed both by EMPLOYEE and CITY's Manager. EMPLOYEE shall commence the performance of his duties as the Interim Director of Public Works on November 20, 2024. This Agreement shall expire as of the first of the following to occur: (i) upon the employment commencement date of a permanent Director of Public Works employed by CITY; (ii) upon EMPLOYEE working his 960th hour for CITY in any fiscal year, including hours worked for other CalPERS Agencies during such fiscal year; or (iii) upon termination of the Agreement by either EMPLOYEE or CITY as provided in Sections 4 and 6 of this Agreement.

4. At-Will; No Property Right in Employment. EMPLOYEE acknowledges that he is an at-will, temporary employee of CITY who shall serve at the pleasure of the City Manager at all times during the period of his service hereunder. Employee understands and agrees that the terms of his employment are governed only by this Agreement and that no right of regular employment for any specific term is created by this Agreement. Employee further understands that he acquires no property interest in his employment by virtue of this Agreement, that the employment is "at will" as defined by the laws of the State of California (meaning that he can be terminated at any time for any reason or for no reason), and that he is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination or any disciplinary action except as otherwise provided by law. Nothing in this Agreement shall prevent limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with CITY, subject only to the provisions set forth in Section 3 (Term) and Section 6 (Separation of Employment). This at-will employment shall be expressly subject to the rights and obligations of CITY and EMPLOYEE, as set forth in Section 3 (Term) and Section 6 (Separation of Employment).

5. Compensation and Benefits.

   a. Rate of Pay. The CITY agrees to pay EMPLOYEE compensation at the rate of $119.76 per hour in accordance with a pre-determined schedule applicable to all CITY employees.

-71:9436Ã.6;25782Ã0-*Ã!-$%%%"/Ä+'% Ä$$/)Ä+#,)Ä%&'!% '"(+,.

b. Compliance with CalPERS requirements. It is the intent of the parties to compensate EMPLOYEE only to the extent permitted under Government Code Sections 7522.56 and 21221(h), and corresponding CalPERS regulations and policy statements. The Rate of Pay set forth above is based on the salary limitations established by CalPERS and is not less than the minimum, nor more than the maximum annual rate of pay, for the position of Director of Public Works as listed on the CITY's publicly available pay schedule, divided by work hours per month of 173.333 to equal an hourly rate. The maximum hourly rate of pay for the position of Director of Public Works is $119.76.

c. Recordation and Reporting of Hours Worked. EMPLOYEE will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for CITY to CalPERS as may be required. CITY shall assist in any such reporting obligations to CalPERS. Additionally, EMPLOYEE shall keep CITY continually apprised of any hours worked by employee for other CalPERS Agencies during the term of this agreement.

d. Benefits. Other than the compensation described in Section 5, EMPLOYEE will receive no other benefits, incentives, compensation in lieu of benefits, or any other form of compensation. EMPLOYEE understands and agrees that he is not, and will not be eligible to receive any benefits from CITY, including any CITY group medical plan, any CITY retirement program, or any paid holidays, vacation, sick leave, or other leave with pay, or any other job benefits available to an employee in the regular service of the CITY, except for Worker's Compensation Insurance coverage or similar benefits required by state or federal law.

e. Reimbursement. CITY shall reimbursement EMPLOYEE for authorized reasonable and necessary travel expenses incurred by EMPLOYEE in the performance of his duties pursuant to this Agreement. EMPLOYEE shall document and claim said reimbursement for such travel in the manner and forms required by the CITY. All reimbursements shall be for actual expenses and shall be subject to and in accordance with California and federal law and CITY's adopted reimbursement policies. Such reimbursements shall not be reported to CalPERS. Other than as specifically provided herein, EMPLOYEE shall receive no other compensation or reimbursements for expenses incurred by him in performance of this Agreement.

6. Separation of Employment.

a. EMPLOYEE may voluntarily separate from CITY service by delivering a letter of resignation to the City Manager not less than 30 days prior to the effective date of the resignation.

7. General Provisions.

a. Indemnification. CITY shall defend, save harmless, and indemnify EMPLOYEE against any tort, professional liability claim, or demand or other legal action, whether

-71:9436Ã.6;25782Ã0-*Ã!-$%%%"/Ä+'% Ä$$/)Ä+#,)Ä%&'!% '"(+,.

groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE'S duties as Interim Director of Public Works. CITY will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered. It is expressly understood that the CITY is not responsible for any awards involving punitive damages.

b. Notices. Notices under this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY:
City of Tracy
Attention: Midori Lichtwardt
333 Civic Center Plaza
Tracy, CA 95376
With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

EMPLOYEE:
Gordon Anderson MacKay
Address in File

Alternatively, notices required under this Agreement, may be personally served in the same manner as is applicable to civil judicial practice.

c. Entire Agreement. This Agreement sets forth and establishes the entire understanding between the CITY and EMPLOYEE relating to the employment of EMPLOYEE by the CITY. Any prior discussions or representations by or between the parties are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

d. Amendments. The parties by mutual written agreement may amend any provision of this Agreement during the term of the Agreement. The amendments shall be incorporated and made a part of this Agreement.

e. Heirs. This Agreement is binding upon and inures to the benefit of the heirs at law and executors of EMPLOYEE. If the EMPLOYEE dies prior to the expiration of the term of employment, any monies that may be due EMPLOYEE from CITY under this Agreement as of the date of EMPLOYEE’s death shall be paid to EMPLOYEE’s executors, administrators, heirs, personal representatives, successors, and assigns.

f. Severability. If any provision or portion of this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable and shall not be affected but shall remain in effect.

g. Written Materials. All written, printed, and electronic materials used by EMPLOYEE in performing duties for CITY are and shall remain the property of CITY. Upon termination of employment, EMPLOYEE shall return such material to CITY.

-71:9436Ã.6;25782Ã0-*Ã!-$%%%"/Ä+'% Ä$$/)Ä+#,)Ä%&'!% '"(+,.

h. Waiver. The parties shall not be deemed to have waived any of their respective rights under this Agreement unless the waiver is in writing and signed by such waiving party.

i. Effective Date. This Agreement shall become effective upon execution by both parties, provided however, that EMPLOYEE's first day of employment shall be Wednesday, November 20, 2024.

City of Tracy

_____

Midori Lichtwardt, City Manager

Date: _____

Gordon Anderson MacKay

DocuSigned by:

_____

5B5F06BBF1BF47D...

Gordon Anderson MacKay

Date: 11/5/2024 | 10:58 AM PST

Attest:

_____

Adrianne Richardson, City Clerk

Approved as to form:

_____

Bijal M. Patel, City Attorney

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPOINTING GORDON ANDERSON MACKAY TO SERVE AS INTERIM DIRECTOR OF PUBLIC WORKS, EFFECTIVE NOVEMBER 20, 2024, AND APPROVING AN EMPLOYMENT AGREEMENT BETWEEN MR. MACKAY AND THE CITY OF TRACY FOR AN HOURLY SALARY OF $119.76

WHEREAS, Following the separation of the previous Director of Operations and Utilities in November 2023, the department was restructured on March 5, 2024, to include Transit and Airport Divisions, with the director position retitled as Director of Public Works; and

WHEREAS, Government Code Section 21221(h) permits the legislative body of an agency to appoint a retiree or retired annuitant to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, To ensure effective leadership during the upcoming executive recruitment for a permanent Director of Public Works, which may take up to six months, it is essential to appoint an Interim Director; and

WHEREAS, The City Manager desires to appoint Gordon Anderson MacKay, a retired annuitant in the CalPERS retirement system, as an Interim Director of Public Works to the vacant position of Director of Public Works effective November 20, 2024; and

WHEREAS, Gordon Anderson MacKay is a retired manager from the City of Stockton Public Works with nearly 20 years of experience; and

WHEREAS, The City desires to employ Mr. MacKay as its Interim Director of Public Works subject to the terms and conditions set forth in the Employment Agreement between Gordon Anderson MacKay and the City of Tracy (Employment Agreement), pursuant to which Mr. MacKay will receive an hourly rate of $119.76, and no other benefits or incentives, which rate is in accordance with a pre-determined schedule applicable to all City employees, and now therefore be it

RESOLVED, In accordance with Government Code section 21221(h), the City Council of the City of Tracy hereby appoints Gordon Anderson MacKay to serve as Interim Director of Public Works, effective November 20, 2024; and be it

FURTHER RESOLVED, That the City Council approves the Employment Agreement between Gordon Anderson MacKay and the City of Tracy set forth in Exhibit 1**.**

* *

The foregoing Resolution 2024 - _____ was adopted by the Tracy City Council on the 19th day of November 2024 by the following vote:

AYES:	COUNCIL MEMBER:
NOES:	COUNCIL MEMBER:
ABSENT:	COUNCIL MEMBER:
ABSTENTION:	COUNCIL MEMBER:

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

Exhibit 1: Employment Agreement - Gordon Anderson MacKay

-71:9436Ã.6;25782Ã0-*Ã!-$%%%"/Ä+'% Ä$$/)Ä+#,)Ä%&'!% '"(+,.

EMPLOYMENT AGREEMENT BETWEEN GORDON ANDERSON MACKAY AND THE CITY OF TRACY TO SERVE AS INTERIM DIRECTOR OF PUBLIC WORKS

This Employment Agreement (hereinafter "Agreement") is made and entered into between the City of Tracy, a municipal corporation ("CITY"), and Gordon Anderson MacKay, an individual ("EMPLOYEE"). CITY and EMPLOYEE are collectively referred to as “Parties.”

RECITALS

A. The CITY desires to employ the services of EMPLOYEE as the Interim Director of Public Works, temporarily, to carry out the duties and responsibilities of the Director as provided for by the City of Tracy Municipal Code, in consideration of and subject to the terms, conditions and benefits set forth in this Agreement.

B. EMPLOYEE desires to accept employment as Interim Director of Public Works in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

C. EMPLOYEE’s employment is authorized by Government Code sections 7522.56 and 21221(h), which permit the City Council to appoint a California Public Employees’ Retirement System (“CalPERS”) retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provide that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits, so long as it is a single appointment that does not exceed 960 hours in a fiscal year, inclusive of all hours worked for all other CalPERS employers.

D. EMPLOYEE represents that he is a retired annuitant of CalPERS within the meaning of Government Code Sections 7522.56 and 21221(h) and acknowledges that his compensation is statutorily limited as provided in Government Code 21221(h).

   EMPLOYEE represents that, as of the effective date of this Agreement, he has worked for another CalPERS state or contracting agency as a retired annuitant during the 2024-2025 fiscal year, and he therefore acknowledges that he is restricted to working no more than 960 hours for CITY, a state agency or other CalPERS contracting agencies (collectively “CalPERS Agencies”) during the 2024/2025 fiscal year.

   EMPLOYEE represents that he has not received unemployment compensation from any CalPERS Agencies during the 12-month period preceding the effective date of this Agreement. EMPLOYEE further represents that his CalPERS retirement date became effective prior to the 180-day period preceding the effective date of this Agreement.

E. CITY has determined it is necessary to hire EMPLOYEE, a retired annuitant, because the position of Interim Director of Public Works requires special skills, and EMPLOYEE, by virtue of his significant experience in executive management, has those special skills.

F. CITY is entering into this Agreement pursuant to the authority granted by the City Council in Resolution 2024 - ___.

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth below, the Parties mutually agree as follows:

1. Incorporation of Recitals. The Parties hereby acknowledge and agree that the foregoing Recitals are true and correct and are hereby incorporated into this Agreement.

2. Duties. CITY agrees to employ Gordon Anderson MacKay as Interim Director of Public Works for the CITY to perform the functions and duties specified in Article 5 of Chapter 5.24 of Title 5, of the Tracy Municipal Code and to perform other legally permissible and proper duties and functions as the City Council shall from time-to-time assign.

3. Term. This Agreement shall become effective upon the date approved by the City Council and executed both by EMPLOYEE and CITY's Manager. EMPLOYEE shall commence the performance of his duties as the Interim Director of Public Works on November 20, 2024. This Agreement shall expire as of the first of the following to occur: (i) upon the employment commencement date of a permanent Director of Public Works employed by CITY; (ii) upon EMPLOYEE working his 960th hour for CITY in any fiscal year, including hours worked for other CalPERS Agencies during such fiscal year; or (iii) upon termination of the Agreement by either EMPLOYEE or CITY as provided in Sections 4 and 6 of this Agreement.

4. At-Will; No Property Right in Employment. EMPLOYEE acknowledges that he is an at-will, temporary employee of CITY who shall serve at the pleasure of the City Manager at all times during the period of his service hereunder. Employee understands and agrees that the terms of his employment are governed only by this Agreement and that no right of regular employment for any specific term is created by this Agreement. Employee further understands that he acquires no property interest in his employment by virtue of this Agreement, that the employment is "at will" as defined by the laws of the State of California (meaning that he can be terminated at any time for any reason or for no reason), and that he is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination or any disciplinary action except as otherwise provided by law. Nothing in this Agreement shall prevent limit or otherwise interfere with the right of EMPLOYEE to resign at any time from this position with CITY, subject only to the provisions set forth in Section 3 (Term) and Section 6 (Separation of Employment). This at-will employment shall be expressly subject to the rights and obligations of CITY and EMPLOYEE, as set forth in Section 3 (Term) and Section 6 (Separation of Employment).

5. Compensation and Benefits.

   a. Rate of Pay. The CITY agrees to pay EMPLOYEE compensation at the rate of $119.76 per hour in accordance with a pre-determined schedule applicable to all CITY employees.

b. Compliance with CalPERS requirements. It is the intent of the parties to compensate EMPLOYEE only to the extent permitted under Government Code Sections 7522.56 and 21221(h), and corresponding CalPERS regulations and policy statements. The Rate of Pay set forth above is based on the salary limitations established by CalPERS and is not less than the minimum, nor more than the maximum annual rate of pay, for the position of Director of Public Works as listed on the CITY's publicly available pay schedule, divided by work hours per month of 173.333 to equal an hourly rate. The maximum hourly rate of pay for the position of Director of Public Works is $119.76.

c. Recordation and Reporting of Hours Worked. EMPLOYEE will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for CITY to CalPERS as may be required. CITY shall assist in any such reporting obligations to CalPERS. Additionally, EMPLOYEE shall keep CITY continually apprised of any hours worked by employee for other CalPERS Agencies during the term of this agreement.

d. Benefits. Other than the compensation described in Section 5, EMPLOYEE will receive no other benefits, incentives, compensation in lieu of benefits, or any other form of compensation. EMPLOYEE understands and agrees that he is not, and will not be eligible to receive any benefits from CITY, including any CITY group medical plan, any CITY retirement program, or any paid holidays, vacation, sick leave, or other leave with pay, or any other job benefits available to an employee in the regular service of the CITY, except for Worker's Compensation Insurance coverage or similar benefits required by state or federal law.

e. Reimbursement. CITY shall reimbursement EMPLOYEE for authorized reasonable and necessary travel expenses incurred by EMPLOYEE in the performance of his duties pursuant to this Agreement. EMPLOYEE shall document and claim said reimbursement for such travel in the manner and forms required by the CITY. All reimbursements shall be for actual expenses and shall be subject to and in accordance with California and federal law and CITY's adopted reimbursement policies. Such reimbursements shall not be reported to CalPERS. Other than as specifically provided herein, EMPLOYEE shall receive no other compensation or reimbursements for expenses incurred by him in performance of this Agreement.

6. Separation of Employment.

a. EMPLOYEE may voluntarily separate from CITY service by delivering a letter of resignation to the City Manager not less than 30 days prior to the effective date of the resignation.

7. General Provisions.

a. Indemnification. CITY shall defend, save harmless, and indemnify EMPLOYEE against any tort, professional liability claim, or demand or other legal action, whether

-71:9436Ã.6;25782Ã0-*Ã!-$%%%"/Ä+'% Ä$$/)Ä+#,)Ä%&'!% '"(+,.

groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE'S duties as Interim Director of Public Works. CITY will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered. It is expressly understood that the CITY is not responsible for any awards involving punitive damages.

b. Notices. Notices under this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY:
City of Tracy
Attention: Midori Lichtwardt
333 Civic Center Plaza
Tracy, CA 95376
With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

EMPLOYEE:
Gordon Anderson MacKay
Address in File

Alternatively, notices required under this Agreement, may be personally served in the same manner as is applicable to civil judicial practice.

c. Entire Agreement. This Agreement sets forth and establishes the entire understanding between the CITY and EMPLOYEE relating to the employment of EMPLOYEE by the CITY. Any prior discussions or representations by or between the parties are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

d. Amendments. The parties by mutual written agreement may amend any provision of this Agreement during the term of the Agreement. The amendments shall be incorporated and made a part of this Agreement.

e. Heirs. This Agreement is binding upon and inures to the benefit of the heirs at law and executors of EMPLOYEE. If the EMPLOYEE dies prior to the expiration of the term of employment, any monies that may be due EMPLOYEE from CITY under this Agreement as of the date of EMPLOYEE’s death shall be paid to EMPLOYEE’s executors, administrators, heirs, personal representatives, successors, and assigns.

f. Severability. If any provision or portion of this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable and shall not be affected but shall remain in effect.

g. Written Materials. All written, printed, and electronic materials used by EMPLOYEE in performing duties for CITY are and shall remain the property of CITY. Upon termination of employment, EMPLOYEE shall return such material to CITY.

-71:9436Ã.6;25782Ã0-*Ã!-$%%%"/Ä+'% Ä$$/)Ä+#,)Ä%&'!% '"(+,.

h. Waiver. The parties shall not be deemed to have waived any of their respective rights under this Agreement unless the waiver is in writing and signed by such waiving party.

i. Effective Date. This Agreement shall become effective upon execution by both parties, provided however, that EMPLOYEE's first day of employment shall be Wednesday, November 20, 2024.

City of Tracy

_____

Midori Lichtwardt, City Manager

Date: _____

Gordon Anderson MacKay

DocuSigned by:
5B5F06BBF1BF47D...

Gordon Anderson MacKay

Date: 11/5/2024 | 10:58 AM PST

Attest:

_____

Adrianne Richardson, City Clerk

Approved as to form:

_____

Bijal M. Patel, City Attorney

November 19, 2024

Agenda Item 1.I

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution:

(1) Making a determination that compliance with standard procurement process is not in the best interest of the City and dispensing the bidding requirements for the action herein;
(2) Authorizing the execution of a Professional Services Agreement with LeaderGov, LLC for facilitation of staff retreats and professional development services for an initial term of two years, with a retroactive effective date of January 1, 2024, and for a total not to exceed amount of $49,800; and;
(3) Authorizing an administrative option to extend for an additional one year based on satisfactory performance and the City's continued need for such services.

EXECUTIVE SUMMARY

This agenda item seeks adoption of a Resolution by the City Council making a determination that compliance with standard procurement process is not in the best interest of the City and dispensing the bidding requirements for the procurement of services for facilitation of staff retreats and professional development services. Staff is also requesting an authorization for the execution of a Professional Services Agreement (PSA) with LeaderGov, LLC (Consultant) for these services for an initial term of two years, with a retroactive effective date of January 1, 2024 and for a total not to exceed amount of $49,800. Simultaneously, staff is requesting an administrative option to extend for an additional one year based upon satisfactory performance and City's continued need for such services. Consultant is an organization dedicated in serving local government leaders through innovative professional development workshops and training programs designed to help leaders fulfill their roles and achieve results and has been providing these services to the City of Tracy (City) since 2022. Staff is recommending staying with the same Consultant because the Consultant is already familiar with the City and its executive leadership team and switching Consultants at this time will cause waste of valuable resources and time.

BACKGROUND AND LEGISLATIVE HISTORY

In February 2022, the City Manager's Office conducted an informal Request for Proposals (RFP) to identify a facilitator for Staff and Council retreats. LeaderGov was selected for this role, and on May 12, 2022, the City entered into a Professional Services Agreement with them, initially set to conclude on June 4, 2022, with a not-to-exceed amount of $20,830. This agreement was amended twice, extending the term through December 1, 2022, and increasing the total not-to-exceed amount to $23,300. The authorization for this contract fell within the City Manager's authority.

In February 2023, Human Resources contracted LeaderGov to implement a Complete Alignment Professional Development System, with a term of two years ending December 31, 2023, and a not-to-exceed amount of $46,900. Given the specialized nature of the services, the

City Manager determined that an informal RFP process was unnecessary, as per Tracy Municipal Code Section 2.20.130(b). At the time of this contract execution, the City Manager was authorized to approve contracts up to $100,000 under Urgency Ordinance No. 1285.

At the time delivery of the program development program was scheduled for the subsequent year, the City had an active contract with LeaderGov to provide these services. However, during a routine contract review process, staff discovered that the term of the agreement had already lapsed, creating a gap between the contract's expiration and delivery of the program.

Staff is now recommending approving a new Professional Services Agreement with LeaderGov for a two-year term, with a total not-to-exceed amount of $49,800. As the existing PSA with the Consultant expired on December 31, 2023, and City has been utilizing Consultant's services since then, staff is requesting to make the PSA effective retroactively from January 1, 2024.

ANALYSIS

LeaderGov, LLC is a qualified organization dedicated to serving local government leaders through innovative professional development workshops and training programs designed to help leaders fulfill their roles and achieve results. The scope of work for LeaderGov is detailed in **Attachment A**.

The decision to enter a new contract with LeaderGov is aimed at continuing essential services, which include:

1. **Emerging Leader Development Program (2024 and 2025):** This program consists of seven monthly professional development workshops.
2. **DISC Assessments and Workshops:** Facilitating DISC workshops for multiple departments.
3. **Department Head Retreat (2024):** Workshop preparation, onsite facilitation, and post-retreat activities.

The total not-to-exceed amount for the proposed PSA is $49,800.

The proposed term for the new agreement is from January 1, 2024, to December 31, 2025, with an option to extend for one additional year, contingent upon satisfactory performance and the City's continued need for these services. The extension will require mutual agreement between the City and the Consultant.

FISCAL IMPACT

Funding is currently available in the Human Resources Department and City Manager's Office budget. Future costs associated with any extensions will be budgeted in the corresponding fiscal year, subject to City Manager approval.

CEQA

This action is exempt from the California Environmental Quality Act because it will not result in a physical change in the environment and therefore is not considered as a project as defined by Section 21065 of the Public Resources Code.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy, and specifically implements the following goal:

Governance Strategy

Goal 5.a: Invest in employee development programs that support leadership growth and succession planning efforts.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution:

(1) Making a determination that compliance with standard procurement process is not in the best interest of the City and dispensing the bidding requirements for the action herein;

(2) Authorizing the execution of a Professional Services Agreement with LeaderGov, LLC for facilitation of staff retreats and professional development services for an initial term of two years, with a retroactive effective date of January 1, 2024 and for a total not to exceed amount of $49,800;

(3) Authorizing an administrative option to extend for an additional one based on satisfactory performance and the City's continued need for such services.

Prepared by: Kimberly Murdaugh, Director of Human Resources

Reviewed by: Sara Castro, Director of Finance
Kamalpreet Gill, Deputy City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments:

A – Proposed Professional Services Agreement with LeaderGov, LLC

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
LeaderGov, LLC

This Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and LeaderGov, a Limited Liability Company ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain the professional services of Consultant to provide professional development services as further described herein and in Exhibit A.

B. Pursuant to Tracy Municipal Code 2.20.140(b)(6), the City has reviewed and approved that compliance with the procedure is not in the best interest of the City for services and the requirement for informal requests for proposals to be dispensed.

C. After negotiations between the City and Consultant, the Parties have reached an agreement for Consultant's professional services as set forth in this Agreement.

D. This Agreement was approved on November 19, 2024, pursuant to City Council Resolution No. _____.

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

1. Scope of Work. Consultant shall perform the professional services, tasks, and scope of work described in Exhibit A attached hereto and incorporated herein by this reference ("Scope of Work"). The Scope of Work shall be performed by, or under the direct supervision of, Consultant's "Authorized Representative": Tim Fenbert and Bill Stark**.** 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 the City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or uses or replaces any such subcontractor or subconsultant. Unless otherwise stated on Exhibit A, Consultant shall furnish, at its own expense, the materials, equipment, supplies, and other resources necessary to perform the Scope of Work. The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City with the same or similar Scope of Work as described in Exhibit A.

2. Time of Performance. Time is of the essence in the performance of the Scope of Work under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. If dates for performance are set out in Exhibit A, Consultant shall begin performance, and shall complete all required Scope of Work 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. If Exhibit A indicates that Scope of Work shall only be performed upon request, or if the City otherwise communicates the same to Consultant, Consultant shall not perform said Scope of Work until the City requests such performance. 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. The City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall commence on January 1, 2024, and expire and terminate automatically on December 31, 2025, or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of one year(s) and require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis for Scope of Work performed under this Agreement at the billing rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed $49,800 [Forty-Nine Thousand Eight Hundred] Dollars. Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Scope of Work. This Agreement shall automatically terminate in the event that such funds are not appropriated. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Consultant may not receive compensation up to the Not-to-Exceed Amount (or any other amount), and Consultant's total compensation under this Agreement will depend on the Scope of Work requested and approved by the City. 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 "Not-to-Exceed Amount" provided in this section without the City's prior written approval.

3.1.1 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year for this Agreement. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe in detail satisfactory to the City: the services performed, the times and dates of performance, and the names of the person(s) performing the Scope of Work.

3.2.1 If Consultant is providing the Scope of Work 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 this Section may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a portion of the Scope of Work. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Scope of Work.

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 and portions of Scope of Work described on the invoice(s) and approved by the City.

3.4 Final Payment. 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 or performance of the Scope of Work. 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.

3.5 Books and Accounts. 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, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Consultant's obligations under this Agreement; and/or Consultant's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors.

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 and all Claims relating to or in connection with such a finding and/or determination.

The provisions of this section survive the expiration 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 the Scope of Work 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 in 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 and, in any event, within five (5) days of such request.

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, without cause, by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall return and deliver to City all original documents relating to the Scope of Work 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 the termination notice is given.

7. 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 Scope of Work, upon termination of this Agreement, or within five (5) days of any 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.

8. 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. 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. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation of Federal, State and/or local law.

10. 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 any 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 the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. 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 the City:
City of Tracy
Attn: Kimberly Murdaugh
Director of Human Resources
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
LeaderGov, LLC
Attn: Tim Fenbert
President
1155 Mt. Vernon Hwy NE, Ste. 800
Atlanta, GA 30338

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

12. General Provisions.

12.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's performance of the Scope of Work 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.

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

12.3 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.

12.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's advance 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.

12.5 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.

12.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, including, without limitation, those identified below, whether or not such laws are expressly stated in this Agreement.

12.6.1 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.

12.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer, and it shall not 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.).

12.7 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 authorized to do business in California, in good standing with the Secretary of State, and in good standing with all agencies having jurisdiction over Consultant (including any licensing agencies). If Consultant is a suspended entity at the time it enters into this Agreement, City may take steps to have this Agreement declared voidable.

12.8 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.

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

12.10 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.

12.11 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.

12.12 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.

12.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed and the matters contemplated herein. This Agreement supersedes all prior negotiations, representations or agreements (in each case, whether oral or in writing). All exhibits attached hereto are incorporated by reference herein.

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

12.15 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.

13. 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.

[Signature Page to Follow]

As of the date of last signature below, the undersigned Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

City of Tracy, a Municipal Corporation

By: _____
Midori Lichtwardt
Title: City Manager
Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Bijal M. Patel, City Attorney

LeaderGov, LLC

By: _____
Bill Stark

Title: Executive VP, Operations
Date: 10/24/2024

Federal Employer Tax ID No. 84-2761321

By: _____
Tim Fenbert

Title: Chief Financial Officer
Date: 10/24/2024

Exhibits:

A	Scope of Work
B	Compensation

EXHIBIT A - Scope of Work

The following scope of work describes the consulting services that will be provided by LeaderGov, LLC. Items listed below will be prioritized in collaboration with the City of Tracy to fit within the agreed-upon contract amount.

Emerging Leader Development Program (2024/2025)

- LeaderGov will deliver the Emerging Leader Development Program through:
  - Delivery of seven monthly virtual workshops 90 minutes in length for eight individuals
  - Pair City of Tracy Emerging Leader participants with Emerging Leaders from another city to promote peer-to-peer learning.
  - Provide workshop materials for participants each month.
  - Make available free coaching for participants on the first Monday of each month.
  - Send participants reminders of upcoming workshops.
  - Create calendar invitations and Zoom links for the workshops.
  - Manage the process of completing DISC assessments for group members.
  - Send supplemental educational material to participants in between sessions.
  - Provide 3-ring binders for the learning materials.
  - Facilitate a pre-workshop and post-workshop survey to measure the current leadership Environment.
  - Assist Tracy's HR department in developing a mentor program to support this learning and/or an outside speaker program to supplement the learning concepts.
  - Provide monthly sponsor (and mentor) emails to inform the leadership team of topics covered to support the learning topics.

Department Head Retreat (2024)

Overview

Consultant proposes to facilitate a Staff Retreat on Tuesday, October 29th, 2024.

Staff Retreat

The Staff Retreat is focused on their leadership through their personality, effective communication, and accountability.

Detailed Workshop Prep, Onsite, and Post-Retreat Activities

Preparation, DISC administration, and interviews.

1-Day Retreat Facilitation On-Site including Post-Retreat Notes.

Agreement Term: Two (2) Years

DISC Assessments and Workshop

LeaderGov will provide a DISC workshop emphasizing communication, teamwork, change, or decision-making as things that are affected by our personality.

EXHIBIT B - Compensation

- **Emerging Leader Development Program (2024 and 2025):** Workshop program for seven monthly workshops delivered to 8 leaders including workbooks and DISC assessment.

  Total Price: **$22,000**

- **Department Head Retreat: Detailed Workshop Prep, Onsite, and Post-Retreat Activities**

  Retreat Pricing

Preparation, DISC Administration, Interviews	$3,000
1-Day Retreat Facilitation On-Site (includes post-retreat notes)	$8,000
Estimated Airfare for Two (2)	$1,100
Estimated Hotel: Three (3) Nights	$500
Estimated Car Rental: Three days (3)	$200
Total Price for the retreat is:	**$12,800**

  Two senior facilitators will be present – Mr. Bill Stark and Ms. Brenda Viola.

- **DISC Assessments and Workshop:** Develop, administer, and report on the results of a customized leadership gap analysis survey.

  Total Price: **$15,000**

Total Agreement Cost: $49,800

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

1) **MAKING A DETERMINATION THAT COMPLIANCE WITH STANDARD PROCUREMENT PROCESS IS NOT IN THE BEST INTEREST OF THE CITY AND DISPENSING THE BIDDING REQUIREMENTS FOR THE ACTIONS HEREIN;**
2) **AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH LEADERGOV, LLC FOR FACILITATION OF STAFF RETREATS AND PROFESSIONAL DEVELOPMENT SERVICES FOR AN INITIAL TERM OF TWO YEARS, WITH A RETROACTIVE EFFECTIVE DATE OF JANUARY 1, 2024, AND FOR A TOTAL NOT TO EXCEED AMOUNT OF $49,800;**
3) **AUTHORIZING AN ADMINISTRATIVE OPTION TO EXTEND FOR AN ADDITIONAL ONE YEAR BASED UPON SATISFACTORY PERFORMANCE AND CITY'S CONTINUED NEED FOR SUCH SERVICES.**

WHEREAS, LeaderGov, LLC (Consultant) is a qualified organization dedicated to serving local government leaders through innovative professional development workshops and training programs designed to help leaders fulfill their roles and achieve results; and

WHEREAS, in February 2022, the City Manager's Office conducted an informal Request for Proposals (RFP) and selected Consultant as the most qualified and competent proposer from all the proposals submitted in response to the RFP; and

WHEREAS, on May 12, 2022, the City Manager's Office entered into a Professional Services Agreement (Agreement) with them, initially set to conclude on June 4, 2022, with a not-to-exceed amount of $20,830; and

WHEREAS, the Agreement was amended twice, extending the term through December 1, 2022, and increasing the total not-to-exceed amount to $23,300; and

WHEREAS, in February 2023, City entered into another Professional Service Agreement with the Consultant to implement a Complete Alignment Professional Development System, with a term of two years ending December 31, 2023, and a not-to-exceed amount of $46,900; and

WHEREAS, the second Professional Service Agreement was executed pursuant to Urgency Ordinance No. 1285, which authorized the City Manager to execute and approve Contracts up to $100,000, also the City Manager made a written determination pursuant to Tracy Municipal Code Section 2.20.130(b) that given the specialized nature of the services, compliance with standard procurement process is not in the best interest of the City and dispensed the bidding requirements; and

WHEREAS, the existing Professional Service Agreement with the Consultant expired on December 31, 2023; and

WHEREAS, staff is recommending staying with the same Consultant because the Consultant is already familiar with the City and its executive leadership team and switching Consultants at this time will cause waste of valuable resources and time; and

WHEREAS, staff has negotiated a new Professional Service Agreement (PSA), attached as Exhibit A with the consultant for an initial term of two years, for a total not to exceed amount of $49,800 with an option to extend for one additional year, contingent upon satisfactory performance and the City's continued need for these services; and

WHEREAS, City has been utilizing the services of the Consultant after the expiration of the existing Professional Service Agreement, staff is requesting the PSA to be effective retroactively from January 1, 2024; and

WHEREAS, there are sufficient funds available in the Human Resources Department and City Manager's Office budget needed for this PSA and any future costs associated with any extensions will be budgeted in the corresponding fiscal year, subject to City Manager approval; and

WHEREAS, this action is exempt from the California Environmental Quality Act because it will not result in a physical change in the environment and therefore is not considered as a project as defined by Section 21065 of the Public Resources Code; and therefore be it;

RESOLVED: That the City Council of the City of Tracy finds that this action is exempt from the California Environmental Quality Act because it will not result in a physical change in the environment and therefore is not considered as a project as defined by Section 21065 of the Public Resources Code; and therefore be it;

FURTHER RESOLVED: That the City Council of the City of Tracy hereby makes the determination that compliance with standard procurement procedures is not in the best interests of the City and dispenses the bidding requirements for the actions herein; be it

FURTHER RESOLVED: That the City Council of the City of Tracy hereby authorizes the execution of a Professional Services Agreement with LeaderGov, LLC for facilitation of staff retreats and professional development services for an initial term of two-years and with a retroactive effective date of January 1, 2024 and for a total not to exceed amount of $49,800; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy hereby authorizes an administrative extension for an additional one year based on satisfactory performance and the City's continued need for the services.

* * * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on November 19, 2024, 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

November 19, 2024

Agenda Item 1.J

RECOMMENDATION

Staff recommends that the City Council adopt a resolution:
(1) Approving a Professional Services Agreement with Madill Enterprises, Inc. DBA Advanced Property Services for janitorial services of City facilities for an initial term of two years, with compensation not to exceed $511,588 per fiscal year.
(2) Authorizing an administrative option for additional five (5) one-year extensions upon satisfactory performance.

EXECUTIVE SUMMARY

This agenda item seeks City Council approval of a Professional Services Agreement (PSA) with Madill Enterprises, Inc., DBA Advanced Property Services (Contractor) to provide Janitorial Services from December 1, 2024, to November 30, 2026 with a total not-to-exceed amount of $511,588 per fiscal year. Contractor is selected as the most responsible and responsive proposer who best fits the City's needs for janitorial services from the proposals received in response to the Request for Proposals issued on June 12, 2024. City has an existing PSA with the Contractor which is set to expire on November 30, 2024.

BACKGROUND AND LEGISLATIVE HISTORY

The City of Tracy has approximately 211,683 square feet of office and multi-use space that require janitorial services to properly maintain each facility as follows:

FACILITY	SQUARE FOOTAGE
City Hall & Council Chambers	40,700
Police Department	27,616
Police Annex Facility	10,817
Police Gun Range	1,000
Community Center	9,030
Lolly Hansen Senior Center	5,224
Support Service Building	11,116
Fire Administration Building	9,646
Tracy Animal Shelter (offices)	1,000
Tracy Library	17,058
Tracy Museum	9,654
Lammersville Schoolhouse	1,032
Boyd Service Center Admin.	6,000
Tracy Transit Annex	768
BSC Modular Trailer 1	2,160
BSC Modular Trailer 2	1,440
BSC Shop Restrooms	1,000
Central Garage Office	180
Joe Wilson Pool	2,000
Grand Theatre	39,000
Old Jail House	1,077

Tracy Transit Station	6,000
Sports Complex Meeting Room	1,100
John Jones Water Treatment Plant	2,509
Wastewater Treatment Plant	4,556
Total	**211,683**

On June 11, 2018, the City issued an RFP for the Janitorial Services for the above noted City Facilities. All proposals were submitted to the Department of Public Works on June 21, 2018. Madill Enterprise, Inc., DBA Advanced Property Services was selected as the most qualified Contractor. After negotiations between the City and Contractor, the parties reached an agreement for the performance of services from September 1, 2018, to August 31, 2020 with an option to extend for another four (4) years, not to exceed six (6) years total. On October 1, 2020, the parties agreed to extend the Agreement to August 31, 2024.

Since the Agreement expired on August 31, 2024, a new RFP was issued on June 12, 2024, for Janitorial Services for the noted City facilities. On July 5, 2024, the City received thirteen (13) proposals in response to the RFP. Due to the number of proposals received, staff needed more time to adequately review these proposals. To ensure there was no interruption in services, the City entered into an interim agreement with the current Contractor to allow staff the time needed to finalize a recommendation from the bidder pool. The interim contract expires on November 30, 2024.

ANALYSIS

On June 12, 2024, in accordance with TMC 2.20.180, the City issued an RFP for the proposed services and published it on the City's website. A total of thirteen (13) proposals, listed in the chart below, were received prior to the deadline. Due to the amount of information and cost comparisons needing to be performed, the City with City Council authorization entered into an interim agreement with the current Contractor to allow staff to properly complete the decision process.

Vendor	Emergency Price	Monthly Price	Annual Price	PPSF	addt'l psf (multi-gen building & black building)	Annual price + addtl psf	Date received	Addendum Signed?
Industrial Janitor	$28.95 $28.95	$20,833.33	$250,000.00	$0.23	$13,110.00	$263,110.00	07/03/2024	@ No
Impec Group	$37.00 $40.00	$29,352.50	$352,230.00	$0.08	$4,560.00	$356,790.00	07/03/2024	@ Yes
Stratus Building Solutions	$150.00 $50.00	$30,242.73	$362,912.76	$0.10	$5,700.00	$368,612.76	07/05/2024	@ No
Ecobrite	$57.49 $45.99	$34,996.22	$419,954.64	$0.14	$7,980.00	$427,934.64	07/05/2024	@ No
Network Facility Management LLC	$45.00 $38.50	$34,992.68	$419,912.12	$0.16	$9,120.00	$429,032.12	07/05/2024	@ No
Aim to Please Janitorial Services	$75.00 $50.00	$29,161.66	$349,393.92	$1.44	$82,080.00	$431,473.92	07/05/2024	@ Yes
UBM Enterprise, Inc.	$27.60 $18.40	$39,496.45	$473,957.40	$0.16	$9,291.00	$483,248.40	07/05/2024	@ yes
Associated Janitorial Services	$36.08 $36.08	$42,514.68	$510,176.81	$0.05	$2,850.00	$513,026.81	07/05/2024	@ no
Imperial Maintenance	$42.00 $45.00	$42,067.00	$504,804.00	$0.18	$10,260.00	$515,064.00	07/05/2024	@ Yes
Service Leader, LLC.	$37.00 $37.00	$43,732.39	$524,788.68	$0.19	$10,830.00	$535,618.68	07/05/2024	@ Yes
Consolidated Facility Services	$50.00 $35.00	$65,116.00	$781,392.00	$0.25	$14,250.00	$795,642.00	07/05/2024	@ Yes
Quality Cleaning Professional	$50.00 $50.00	$87,484.80	$1,049,817.60	$0.50 or negotiable	$28,500.00	$1,078,317.60	07/05/2024	@ Yes
Advanced Property Services	$45.00 $32.00	$36,775.00	$441,300.00	$0.10 - $0.15	$5,700.00	$447000 - $449850	07/05/2024	a Yes

During the selection process, the staff initially reviewed the vendor's submittal based on the completeness of their proposal, understanding of work, labor, experience, and price and scored each category on a 1-5 rubric scale with 1 being the lowest and 5 being the best fit for the City's need. Next, the staff invited the top four (4) vendors who submitted complete bid proposals for an interview, where staff rated them on methodology, interview responses/preparation, and billing as seen in the chart below. After evaluating all the above criteria, Advance Property Services scored the highest points among the vendors. Therefore, they were selected to be the most responsible and responsive proposer and best fit the City's needs for janitorial services.

	Vendor:	**Aim to Please**		**APS**		**Impec**		**UBM**	
Rating Factor	Weight	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
Completeness of submittal	7.00	5	35.00	5	35.00	4	28.00	5	35.00
Understanding of Work - clarity and responsiveness of submittal	15.00	5	75.00	5	75.00	5	75.00	5	75.00
Methodology - how was final price calculated, performance bond incl	10.00		0.00		0.00		0.00		0.00
Labor - labor pool, dedicated staff, locally hired, supervisors	15.00	3	45.00	5	75.00	3	45.00	3	45.00
Experience - owner or franchisee, years of ownership, theater experience, references	10.00	4	40.00	5	50.00	5	50.00	4	40.00
Interview - how thorough are their answers	20.00		0.00		0.00		0.00		0.00
Billing - monthly invoice or individual, electronic billing	8.00		0.00		0.00		0.00		0.00
Price	15.00	5	75.00	3	45.00	5	75.00	2	30.00
	100.00	22	270.00		280.00		273.00		225.00

Staff has negotiated and reached terms for an agreement with Madill Enterprises, Inc., DBA Advanced Property Services, with an initial term of the agreement from December 1, 2024, to November 30, 2026. At the end of the initial contract term, if the City determines that the Contractor has satisfactorily performed all requirements in this Agreement, and upon recommendation from the Public Works Director to the City Manager, an administrative approval may extend this Agreement for up to an additional five (5) years in any combination, not to exceed a total agreement length of seven (7) years.

STRATEGIC PLAN

This agenda item is consistent with the City's Quality of Life Strategy and meets the goals to ensure physical infrastructure and systems necessary for the health and safety of the Tracy community and Staff.

FISCAL IMPACT

The cost of the goods and services provided by the vendor in the amount of $511,588 are accounted for in the adopted FY24-25 annual Building Maintenance budget.

The City has been contracted with Madill Enterprises, Inc., DBA Advanced Property Services since April 1, 2007, to current. In the most recent PSA from September 1, 2018, through August 31, 2024, Contractor's fee is Not to Exceed $511,588 annually. The actual expenses are below for fiscal years 2017-2024:

Fiscal Year	Total Expenses
2023-2024	$314,676.10
2022-2023	$441,234.12
2021-2022	$454,138.93
2020-2021	$366,157.20
2019-2020	$366,371.33
2018-2019	$350,125.96
2017-2018	$301,432.17
Total	**$2,594,135.81**

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution:
(1) Approving the Professional Services Agreement with Madill Enterprises, Inc. DBA Advanced Property Services for janitorial services of City facilities for an initial term of two years, with compensation not to exceed $511,588 per fiscal year.
(2) Authorizing an administrative option for additional five (5) one-year extensions upon satisfactory performance.

Prepared by: Jim Thompson, Superintendent, Operations

Reviewed by: David Murphy, Assistant Director of Operations
Sara Castro, Director of Finance
Kamalpreet Gill, Deputy City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS:

Attachment A: Professional Services Agreement with Madill Enterprises, Inc. DBA Advanced Property Services

Docusign Envelope ID: 638D5436-7945-42CF-B09C-99D657F84D9D

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
Madill Enterprises, Inc., DBA Advanced Property Services, a California corporation

This Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and Madill Enterprises, Inc., DBA Advanced Property Services, a California corporation ("Contractor"). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain the professional services of Contractor to provide janitorial services for various City facilities as further described herein and in Exhibit A.

B. On June 12, 2024, the City issued a Request for Proposals (RFP) for the Scope of Work defined below. On July 1, 2024, thirteen (13) proposals were submitted to the City. Pursuant to Tracy Municipal Code Sections 2.20.140(a)(2), the City has determined that Contractor demonstrated that it was the best qualified and most responsible proposer, and best fits the City's needs for competence and professional qualifications necessary for the satisfactory performance of the Scope of Work defined below.

C. After negotiations between the City and Contractor, the Parties have reached an agreement for Contractor's professional services as set forth in this Agreement.

D. This Agreement was approved on November 19, 2024, pursuant to Tracy Municipal Code Section 2.20.140(3), and City Council Resolution No. 2024 - _____.

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

1. Scope of Work. Contractor shall perform the professional services, tasks, and scope of work described in Exhibit A attached hereto and incorporated herein by this reference ("Scope of Work"). The Scope of Work shall be performed by, or under the direct supervision of, Contractor's "Authorized Representative": Scott Madill, President. Contractor shall not replace its Authorized Representative, nor shall Contractor replace any of the personnel listed in Exhibit A, nor shall Contractor use or replace any subcontractor or subconsultant, without the City's prior written consent. The City may terminate this Agreement if Contractor makes any such change or uses or replaces any such subcontractor or subconsultant. Unless otherwise stated on Exhibit A, Contractor shall furnish, at its own expense, the materials, equipment, supplies, and other resources necessary to perform the Scope of Work. The City reserves the right to contract with other firms and/or contractors during the term of this Agreement to provide the City with the same or similar Scope of Work as described in Exhibit A.

2. Time of Performance. Time is of the essence in the performance of the Scope of Work under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. If dates for performance are set out in Exhibit A, Contractor shall begin performance, and shall complete all required Scope of Work 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 Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. If Exhibit A indicates that Scope of Work shall only be performed upon request, or if the City otherwise

communicates the same to Contractor, Contractor shall not perform said Scope of Work until the City requests such performance. Contractor 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. The City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall commence on November 1, 2024, and expire and terminate automatically on October 31, 2026 or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of five (5) year(s) and require written determination by the City Manager that Contractor has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Contractor on a time and expense basis for Scope of Work performed under this Agreement at the billing rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference.

3.1 Not to Exceed Amount. Contractor's compensation under this Agreement shall not exceed $511,588 (Five Hundred Eleven Thousand Five Hundred Eighty-Eight) Dollars per fiscal year. Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Scope of Work. This Agreement shall automatically terminate in the event that such funds are not appropriated. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Contractor, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Contractor may not receive compensation up to the Not-to-Exceed Amount (or any other amount), and Contractor's total compensation under this Agreement will depend on the Scope of Work requested and approved by the City. 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 "Not-to-Exceed Amount" provided in this section without the City's prior written approval.

3.1.1 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year for this Agreement. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

3.2 Invoices. Contractor shall submit monthly invoice(s) to the City that describe in detail satisfactory to the City: the services performed, the times and dates of performance, and the names of the person(s) performing the Scope of Work.

3.2.1 If Contractor is providing the Scope of Work 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 Contractor's failure to submit invoice(s) in accordance with this Section may result in the City rejecting said invoice(s) and thereby delaying payment to Contractor.

3.2.3 Contractor shall submit invoices no later than 90 days after completion of a portion of the Scope of Work. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Scope of Work.

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

3.4 Final Payment. The acceptance by Contractor of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Contractor for anything completed, finished or relating to Contractor's services or performance of the Scope of Work. Contractor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Contractor 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 Contractor, its employees, subcontractors, agents and subconsultants.

3.5 Books and Accounts. Contractor agrees to maintain books, accounts, payroll records and other information relating to the performance of Contractor's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Contractor in the performance of Contractor'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. 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, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Contractor's obligations under this Agreement; and/or Contractor's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees and volunteers; "Contractor" means the Contractor, its employees, agents and subcontractors.

In the event there is a finding and/or determination that Contractor 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), Contractor shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any and all Claims relating to or in connection with such a finding and/or determination.

The provisions of this section survive the expiration 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 the Scope of Work 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 in 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 and, in any event, within five (5) days of such request.

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 in its sole and absolute discretion, without cause, by giving ten (10) days' written notice to Contractor. Within five (5) days of such a termination, Contractor shall return and deliver to City all original documents relating to the Scope of Work in Contractor's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Contractor pursuant to this Agreement. The City shall pay Contractor for all services satisfactorily performed in accordance with this Agreement, up to the date the termination notice is given.

7. 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 Scope of Work, upon termination of this Agreement, or within five (5) days of any 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.

8. 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. Contractor shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Contractor'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. 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. The Contractor represents that it is familiar with the local and state conflict of interest laws and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Contractor represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation of Federal, State and/or local law.

10. 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 any 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 the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. 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 the City:

City of Tracy
Attn: David Murphy, Operations Assistant Director
333 Civic Center Plaza
Tracy, CA 95376

To Contractor:
Madill Enterprises, Inc.
DBA Advanced Property Services
Attn: Scott Madill, President
3045 65th Street #8
Sacramento, CA 95820

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

12. General Provisions.

12.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Contractor's performance of the Scope of Work 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.

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

12.3 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.

12.4 Assignment and Delegation. Contractor may not assign, transfer or delegate this Agreement or any portion of it without the City's advance 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.

12.5 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.

12.6 Compliance with the Law. Contractor shall comply with all applicable local, state, and federal laws, including, without limitation, those identified below, whether or not such laws are expressly stated in this Agreement.

12.6.1 Prevailing Wage Laws. Contractor 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, Contractor 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. Contractor 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.

12.6.2 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.).

12.7 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 authorized to do business in California, in good standing with the Secretary of State, and in good standing with all agencies having jurisdiction over Contractor (including any licensing agencies). If Contractor is a suspended entity at the time it enters into this Agreement, City may take steps to have this Agreement declared voidable.

12.8 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.

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

12.10 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.

12.11 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.

12.12 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.

12.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed and the matters contemplated herein. This Agreement supersedes all prior negotiations, representations or agreements (in each case, whether oral or in writing). All exhibits attached hereto are incorporated by reference herein.

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

12.15 Expenses for Enforcement. Contractor 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.

13. 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.

[Signature Page to Follow]

As of the date of last signature below, the undersigned Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

City of Tracy, a Municipal Corporation

By: _____
Nancy D. Young
Title: Mayor
Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Bijal M. Patel, City Attorney

Madill Enterprises, Inc. DBA Advanced Property Services, a California corporation

Signed by:
By: Scott Madill
CFAC3C63147D40E...
Scott Madill
Title: Chief Executive Officer/Chief Financial Officer
Date: 8/12/2024 | 11:02 AM PDT

Federal Employer Tax ID No. 680412101

Contractor's License No. 721114

Exhibits:

A	Scope of Work
B	Compensation

Docusign Envelope ID: 638D5436-7945-42CF-B09C-99D657F84D9D

EXHIBIT A

TECHNICAL SPECIFICATIONS

For

JANITORIAL SERVICES AT VARIOUS CITY FACILITIES 2024 - 2026

CITY OF TRACY, A MUNICIPAL CORPORATION

OF SAN JOAQUIN COUNTY, CALIFORNIA

* * * * * * * * * * * * * * * *

1. DESCRIPTION OF WORK:

The intent and purpose of these specifications are to provide for complete janitorial services for the various City Facilities as described in these Specifications in a neat and workmanlike manner.

2. SCOPE OF SERVICES:

A. EQUIPMENT AND SUPPLIES: Contractor shall provide and maintain all janitorial equipment required to perform janitorial services as well as all cleaning agents, chemicals, floor finishes, disinfectants, and plastic trash bags. **Note: all cleaning supplies must be "Green" environmentally preferred products approved the City.**

B. EMPLOYEES/STAFF OF CONTRACTOR: Contractor shall provide all names, addresses, social security numbers, and driver's license numbers of employees prior to any such employees working within the City premises. Employees must be directly employed by the Contractor. No employees may be hired through a third party. No employee will be allowed to work under this Agreement until City of Tracy Police Department background checks and fingerprinting have been performed. Any change in personnel must be reported to the Public Works Superintendent in writing as soon as possible. Upon CITY's request, Contractor's employees must furnish documentation of paperwork authorizing employment in the State of California.

Contractor is responsible for the actions of its employees while such employees are on/in City premises. Contractor must comply with the statutory requirements relating to payroll records, including maintenance of the records, their certification, and their availability for inspection (Labor Code section 1776).

C. PROPER DRESS AND CONDUCT:

1. All employees of selected vendor must wear a standard uniform with selected vendor logo or emblem and full-length pants approved by Contractor and City.
2. Employees may not wear any clothing that is suggestive or carries any message, slogan or phrases that may be perceived as offensive.
3. Under no circumstances is profanity permitted.
4. Smoking is not permitted while working.
5. Radios are not permitted during business hours.
6. Guests are not permitted on jobsite; children are not permitted on jobsite.
7. Every effort will be made to respect the privacy of the staff or citizens in the building.

D. SUPERVISOR:

Contractor's supervisors shall be thoroughly familiar with all phases of the contract work and shall possess a minimum of two (2) years of supervisory experience managing janitorial crews and overseeing janitorial services. The City shall review each supervisor's qualifications, and should a supervisor lack the necessary qualifications, the Contractor shall replace such supervisor with a more qualified person. Supervisors shall be well qualified to operate all equipment under their charge and be able to train the Contractor's employees in its operation. The City's Public Works Supervisor needs to be made aware, in writing, when any change occurs.

E. EMERGENCY SERVICES AND EXTRA WORK:

Contractor agrees to provide emergency janitorial services with a 24-hour per day emergency phone number and two-hour physical response time. Emergency services will be billed as agreed upon. Rates must be listed with Proposal. Contractor also agrees to perform extra janitorial work as requested at a rate to be specified separate from the scheduled rates. Additional facilities or square footages added by the City, due to new construction or acquisition will be negotiated in accordance with the Agreement. No extra or additional work will be considered unless a separate estimate is given in writing and approved in writing by the City.

3. SPECIFICATIONS (JANITORIAL DUTIES):

The following janitorial duties shall be performed by the Contractor:

NIGHTLY GENERAL JANITORIAL SERVICES:

Nightly Services: Monday through Sunday

1. Secure all locks each visit. Lock front and all exterior doors and stairwell doors. Set alarms where applicable.
2. Vacuum all carpets.
3. Sweep and mop all lobby and stairway tile work, including tile from front doors to sidewalks.
4. Dust mop all non-carpeted floors with dust mop. Damp-mop to remove spills and water stains treat as required.
5. Dust all cleared desks, office furniture and other horizontal services with treated dust cloths.
6. Empty all exterior ashtrays and urns, clean and sanitize as needed.
7. Empty all wastebaskets, trash containers, and containers for recyclables. Replace liners as needed, including for exterior trash containers.
8. Remove all trash and recycled paper containers from floors to the designated trash disposal areas. Boxes marked trash are to be thrown away and/or recycled.
9. Remove fingerprints, dirt smudges, graffiti, etc. from all doors, frames, glass partitions, all windows, light switches, elevator doorjambs, and elevated interiors.
10. Return chairs and wastebaskets to their proper positions.
11. Sweep, mop, and clean marks from walls and baseboards.
12. Clean, sanitize, and polish drinking fountains and sinks.
13. Dust and remove debris from all metal door thresholds.
14. Wipe clean smudged bright-work and glass cases.
15. Clean resilient, composition, tiled, and cement floors as required and per manufacturer's cleaning recommendations.
16. In computer rooms, anti-static sprays to be applied to carpeting upon request.

17. Council Chamber must be cleaned by 5:00 p.m.
18. Clean stairwells each night.
19. Keep all custodial closets in neat and clean order.
20. Remove and dispose of all litter around exterior of each facility.

Note: Recycled goods – paper – must be disposed of in the correct bins.

Weekly Services:

1. Dust all low reach areas, including chair rugs, structural and furniture ledges, baseboards, windowsills, door louvers and other ventilation louvers, wood paneling, molding, etc.
2. Dust inside all door jams.
3. Wipe clean and polish all metal and bright work.
4. Edge vacuum all carpeted areas.
5. Dust and/or wash all directory boards and display glass.
6. Dust in place all picture frames, charts, graphs, and similar wall hangings.
7. Vacuum and dust vault area upon request.
8. Bi-Weekly buff all Terrazzo floors, using high speed buffer (with hardening agent).

Monthly Service:

1. Dust all high reach areas, including tops of door frames, structural and furniture edges, air conditioning diffusers, louvers, tops of partitions, picture frames, blinds, and other areas not reached in nightly or weekly services.

Quarterly Services:

1. Clean interior mats and pads.
2. Clean all vertical and horizontal blinds.

Semi-Annual Services:

1. Strip and wax all resilient, composition, tiled and/or cement floors as required.
2. Shampoo all carpeted areas, as requested by City staff.
3. Wash and clean all interior glass surfaces.

ALL RESTROOM SERVICES:

Nightly Services:

1. Restock all restrooms with supplies from specified stock, including paper towels, toilet tissue, seat covers, and hand soap as necessary.
2. Restock all sanitary napkin and tampon dispensers from specified stock as needed.
3. Wash and polish all mirrors, dispensers, sinks, faucets, flushometers, and bright work with non-abrasive disinfectant cleaners.
4. Wash and sanitize all toilets, toilet seats, urinals and sinks.
5. Remove stains, de-scale toilets, urinals, and sinks, as needed.
6. Mop all restroom floors with disinfectant germicidal solution.
7. Empty and sanitize all waste and sanitary napkin and tampon receptacles.
8. Remove restroom trash.
9. Clean fingerprints, marks and graffiti from walls, partitions, glass, aluminum, and light switches.
10. Maintain floor traps free of odor.

Weekly Services:

1. Dust all low and high reach areas, including structural ledges, mirror tops, partition tops and edges, air conditioning diffusers, and return air grills.
2. In all restrooms, keep floor drains filed with water and/or deodorizer.

Monthly Service:

1. Wipe down all walls and metal partitions.
2. Clean all ventilation louvers, vents and light fixtures.
3. Clean all doors and door jams as needed to maintain clean condition.
4. Scrub and wash floors as needed to maintain clean condition.

ALL WINDOW WASHING:

The outer windows shall be washed **two (2) times per year**. The inside windows will be washed once per year. All glass partitions inside the building will be spot cleaned as listed above but will be washed completely once per year (at the same time the inside windows are cleaned). Special care must be provided on the outside windowsill areas at City Hall.

ALL PASSENGER ELEVATORS CLEANING:

Nightly Services:

1. Polish rails on elevator walls.
2. Clean cab walls and interior doors.
3. Clean outside surfaces of all elevator doors and frames.
4. Vacuum and edge all cab floor carpeting thoroughly.
5. Vacuum all elevator thresholds.

Weekly Services:

1. Thoroughly clean entire interior stainless steel surfaces of all doors and frames, and outside surfaces of all doors and frames.
2. Thoroughly clean all thresholds.
3. Clean interior cab walls.
4. Wipe clean all elevator cab light diffusers.
5. Wipe clean entire cab ceiling.

ALL TRASH AND SERVICE ENTRANCE AREAS:

Nightly Services:

1. Place all miscellaneous trash and debris in the building trash receptacles, compactors, or balers.
2. Sweep entire area.

ALL SERVICE CORRIDORS & STAIRWELLS:

Nightly Services:

1. Remove trash from all above areas.
2. Maintain, in orderly manner, all janitorial supplies and paper products in the storage rooms and service sink closets.

3. Maintain an inventory control sheet of supplies.
4. Maintain an orderly arrangement of all equipment.

Weekly Services:

1. Damp-mop all composition floors in storerooms.
2. Clean and disinfect service sinks.
3. Sweep storeroom floors.
4. Sweep stairwells and dust accordingly.

SPECIAL NOTE ON CITY HALL CLEANING:

City Council Meetings are held on the 1st and 3rd Tuesdays of each month. On these evenings, the City Hall Lobby/Restroom Area will remain open until the close of the meeting. Various other night meetings are held in the Council Chambers on a regular basis (copy of schedule to be given to Contractor). The janitorial service is required prior to each meeting and the Lobby/Restroom area is to remain open during these meetings.

EXHIBIT B - Compensation

Contractor's compensation under this Agreement shall not exceed $511,588 (Five Hundred Eleven Thousand Five Hundred Eighty-Eight) Dollars per fiscal year.

Schedule of Services

FACILITY	ADDRESS	Approx. SQFT	MONTHLY RATE	ANNUALLY RATE
City Hall & Council Chambers	333 Civic Center Plaza	40700	$5297.00	$63564.00
North Annex	1325 N. MacArthur Dr.	16,800	$186.00	$2232.00
Police Department	1000 Civic Center Drive	27616	$4837.00	$58044.00
Police Annex Facility	400 E. 10th Street	10817	$1729.00	$20748.00
Community Center	950 East Street	9030	$1286.00	$15432.00
Lolly Hansen Senior Center	375 E. 9th Street	6000	$1602.00	$19224.00
Support Services Building	325 Civic Center Plaza	8500	$1344.00	$16128.00
Fire Administration Building	835 Central Avenue	9646	$1660.00	$19920.00
Animal Shelter (Offices)	2375 Paradise Road	1000	$977.00	$11724.00
Tracy Library	20 E. Eaton Avenue	17058	$2922.00	$35064.00
Tracy Museum	1141 Adam Street	9646	$573.00	$6876.00
Lammersville Schoolhouse*	1753 Blanford Lane	1200	$161.00	$1932.00
Boyd Service Center Admin.	520 Tracy Blvd.	6000	$968.00	$11616.00
BSC Transit	520 Tracy Blvd.	804	$174.00	$2088.00
Modular Trailer 1	520 Tracy Blvd.	2160	$260.00	$3120.00
BSC Shop Restrooms	520 Tracy Blvd.	1000	$365.00	$5100.00
Central Garage Office	520 Tracy Blvd.	180	$200.00	$2400
Joe Wilson Pool*	900 W. Lowell Avenue	2000	$600.00	$7200.00
Grand Theatre*	715 Central Ave	39000	$5043.00	$60516.00
Old Jail House (inactive)	25 W. 7th Street	1077	$80.00	$960.00
Tracy Transit Station	50 E. 6th Street	9500	$2557.00	$30684.00
Sports Complex Meeting Room	955 Crossroads	1100	$656.00	$7872.00
Gun Range*	7299 S. Tracy Blvd.	1000	$280.00	$3360.00
Wastewater Administration	3900 Holly Dr.	6252	$529.00	$6348.00
Wastewater Maintenance Shop	3900 Holly Dr.	2852	$485.00	$5820.00
Wastewater Operator area	3900 Holly Dr.	2707	$359.00	$4308.00
Wastewater Trailer	3900 Holly Dr.	1561	$360.00	$4320.00
Wastewater remote restrooms	3900 Holly Dr.	250	$210.00	$2520.00
Freshwater Admin	6649 S. Tracy Blvd.	5015	$585.00	$7020.00
Freshwater Maintenance Shop	6649 S. Tracy Blvd.	1192	$140.00	$1680.00
Airport Admin	5749 S. Tracy Blvd.	250	$350.00	$4200.00
GRAND TOTAL			$36775.00	$441300.00

*Frequency and/or level of service may vary depending on monthly rental/usage. Monthly rental schedule will be provided at time of award. Monthly billing must reflect actual services provided.

Emergency Services/Extra Work

FACILITY	HOURLY RATE
First Hour	$45
Additional Hours	$32

Additional Facilities

Price per square footage: $0.10 to $0.15 per square foot depending on facility use and frequency.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

(1) APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH MADILL ENTERPRISES, INC. DBA ADVANCED PROPERTY SERVICES FOR JANITORIAL SERVICES OF CITY FACILITIES FOR AN INITIAL TERM OF TWO YEARS, WITH COMPENSATION NOT TO EXCEED $511,588 PER FISCAL YEAR; AND
(2) AUTHORIZING AN ADMINISTRATIVE OPTION FOR ADDITIONAL FIVE (5) ONE-YEAR EXTENSIONS UPON SATISFACTORY PERFORMANCE

WHEREAS, the City of Tracy (City) has twenty-five facilities and approximately 211,683 square feet of office and multi-use space that require janitorial services to properly maintain each facility; and

WHEREAS, the City requires a contractor to provide janitorial services throughout the City; and

WHEREAS, the City had a contract with Madill Enterprise (Madill) for janitorial services that expired on August 31, 2024; and

WHEREAS, in accordance with TMC 2.20.180 the City issued a Request for Proposals on June 12, 2024, to perform such services, and received thirteen (13) qualified proposals before the deadline; and

WHEREAS, due to the number of proposals received, staff needed more time to adequately review these proposals and;

WHEREAS, on August 20, 2024 due to the amount of information and cost comparisons needing to be evaluated, the City Council authorized an interim agreement with Madill to allow for the decision process to be adequately completed and a transition plan from Madill to a new contractor be developed, if needed; and

WHEREAS, the interim agreement expires on November 30, 2024 and;

WHEREAS, staff has selected Madill as the most responsive and responsible bidder, based on meeting the bid requirements, methodology, labor, experience, billing, interview responses and price; and

WHEREAS, City has been contracted with Madill Enterprises, Inc., DBA Advanced Property Services since April 1, 2007; and the actual expenses are below for fiscal years 2017-2024:

Fiscal Year	Total Expenses
2023-2024	$314,676.10
2022-2023	$441,234.12
2021-2022	$454,138.93
2020-2021	$366,157.20
2019-2020	$366,371.33
2018-2019	$350,125.96
2017-2018	$301,432.17
Total	**$2,594,135.81**

and;

WHEREAS, staff has negotiated and reached terms for an agreement with Madill Enterprises, Inc., DBA Advanced Property Services, with an initial term of the agreement from December 1, 2024, to November 30, 2026 in a not to exceed amount of $511,588 per fiscal year and with administrative option for five one- year extensions based on satisfactory performance; and, now therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves the Professional Services Agreement with Madill Enterprises, Inc. DBA Advanced Property Services attached as Exhibit 1 for janitorial services of City facilities for an initial term of two years, with compensation not to exceed $511,588 per fiscal year; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy authorizes an administrative option for additional five (5) one-year extensions based on satisfactory performance.

* * * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on November 19, 2024, 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

November 19, 2024

Agenda Item 1.K

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution 1) Approving the execution of Purchase Agreement with Holland Pump Company for the purchase of an Atlas Copco PAS F88 mobile dewatering pump utilizing the Sourcewell Cooperative Program in the amount of $103,443.00 for the Wastewater Treatment Plant; 2) declaring the existing mobile dewatering pump as surplus pursuant to Tracy Municipal Code Section 2.20.310 and approving its disposition.

EXECUTIVE SUMMARY

This agenda item seeks adoption of a Resolution by the City Council approving a Purchase Agreement (Agreement) with Holland Pump Company (Vendor) for the purchase of an Atlas Copco PAS F88 mobile dewatering pump which has been identified through the Sourcewell Cooperative Program (Sourcewell). The terms of the Agreement will supplement the terms set forth by Contract RFP #101221 (Contract) between Sourcewell and the Vendor. The City of Tracy is an established customer with Sourcewell and is authorized to make purchases using the Sourcewell Cooperative Purchasing Program, per Tracy Municipal Code (TMC), Section 2.20.220.

A current need exists to acquire a new dewatering pump for the Wastewater Treatment Plant due to the malfunctioning, and complete failure of the existing mobile dewatering pump. This equipment is an emergency trash pump utilized to move flows from the primary clarifier to the distribution box as part of the treatment process and may also be used in dewatering of basins as a bypass to plant pumps should they fail. Without this pump, the wastewater subdivision will be compelled to seek out rental options, risking potential service disruptions. The pump is vital in the operation and treatment of the Wastewater Plant. This equipment was previously identified for replacement in Fiscal Year 2022/23 under the City's equipment replacement program. Staff is requesting to purchase the equipment in the amount of $103,443.00 using the Equipment Replacement Fund.

The Operations Division of the Public Works Department is tasked with managing, maintaining, and replacing most of the City's vehicle and equipment fleet. As a part of that assignment, the Operations Division must maintain a vehicle and equipment replacement program to ensure future funding for replacement of purchased equipment and vehicles that reach their useful life or must be replaced due to irreparable condition. The Utilities Division has an existing need to replace a failed and unrepairable dewatering pump under this program.

The mobile dewatering pump is needed to ensure that the Wastewater Plant is able to continue providing waste removal services to the Tracy community. This equipment is an emergency trash pump utilized to move flows from the primary clarifier to the distribution box as part of the treatment process and may also be used in dewatering of basins as a bypass to plant pumps should they fail. Without this pump, the wastewater subdivision will be compelled to seek out rental options, risking potential service disruptions.

The City utilizes the Faster Web Fleet Asset Management program to efficiently manage and evaluate the repair costs associated with our extensive array of equipment. This innovative system meticulously analyzes various factors including the equipment's life expectancy, hours of use, and current condition. By examining these key metrics, the program provides invaluable insights into potential repair costs and even forecasts the equipment's end-of-life expectancy. After careful examination of the dewatering pump, it was discovered that key components were now obsolete, and to try to retrofit the unit would have exceeded the actual value of the unit. With this information, it is recommended that the existing failed dewatering pump will be declared surplus and approved to be sold at public auction to the highest bidder for disposal.

ANALYSIS

On April 17, 2024, City staff requested bids from vendors in the Sourcewell Program (formerly National Joint Powers Alliance (NJPA). Sourcewell serves government and education organizations with a cooperative purchasing program that manages a competitive solicitation process offering its members an established network of awarded contracts that meet local requirements. The City of Tracy is an established customer with Sourcewell (customer number 18531) and is authorized to make purchases using Sourcewell Cooperative Purchasing agreements, per TMC Section 2.20.220.

Sourcewell contracts purchasing solutions that are competitively solicited nationally. Holland Pump Company is a Sourcewell awarded contract company and qualified vendor of the equipment needed to replace its dewatering pump This streamlined process ensures efficiency while still obtaining the best value for our purchases.

The City intends to contract directly with Holland Pump Company, using the proposed Purchase Agreement as “piggybacking” onto the Sourcewell’s contract with the vendor, The proposed agreement will incorporate Sourcewell Cooperative Agreement terms and conditions as well as City requirements.

The disposal of surplus equipment and commodities or other property no longer needed by any department of the City is governed by Section 2.20.310 of the TMC which identifies the method of disposition of surplus property. Per the TMC, surplus items are sold at public auction to the highest bidder. Funds recovered from auction are typically returned to the department to offset replacement costs. This ensures that any losses incurred are mitigated, allowing the department to maintain financial stability and continue its operations effectively. Items which are not sold at public auction will be reviewed for value, and if appropriate, sold for scrap value.

Below is a list of equipment to be purchased.

Description	Vendor	Cost	Public Bidding Procedure
2024 ATLAS COPCO PAS F88JD-S 8” PUMP	HOLLAND PUMP COMPANY	$103,443.00	SOURCEWELL (NJPA) 060920-NVS

Below is a list of the equipment to be declared surplus.

Retiring Equipment	Equipment Age	Repair Cost	Equipment Condition
2280 POWER PRIME DV200C	2006 year 2000+ HRS.	Est.$20,000 (unit was in service before Faster Fleet Maintenance program was in use. Most parts are now obsolete.)	Failed/Unrepairable. Diesel engine out of State Compliance

FISCAL IMPACT

The funding for the purchase of the pump in the amount of $103,443.00 is available in the Equipment Replacement Fund (FD 605).

STRATEGIC PLAN

This agenda item is a routine operational item and does not relate to the City Council's Strategic Plans.

CEQA REVIEW

The item is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15311 that pertains to construction, or replacement of minor structures accessory to existing commercial, industrial, or institutional facilities, including on-premises signs.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution 1) Approving the execution of Purchase Agreement with Holland Pump Company for the purchase of an Atlas Copco PAS F88 mobile dewatering pump from utilizing Sourcewell Cooperative Program in the amount of $103,443.00 for the Wastewater Treatment Plant; 2) declaring the existing mobile dewatering pump as surplus pursuant to Tracy Municipal Code Section 2.20.310 and approving its disposition.

Prepared by: Adrian Taylor, Fleet Supervisor

Reviewed by: Jim Thompson, Operations Superintendent
Stephanie Reyna-Hiestand, Assistant Director of Utilities
David Murphy, Assistant Director of Operations
Sara Castro, Director of Finance
Karin Schnaider, Assistant City Manager
Kamalpreet Gill, Deputy City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachments:

A – Sourcewell Contract 091521
B – Holland Pump Company Quote
C – Purchase Agreement

Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Holland Pump Company, 7312 Westport Pl., West Palm Beach, FL 33413 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/23/2021 | 8:47 PM CST

Holland Pump Company

DocuSigned by:
By: Robert Hennessy
DA43E39B068B4CD...
Robert Hennessy
Title: National Sales Manager
Date: 11/29/2021 | 12:46 PM PST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/29/2021 | 2:56 PM CST

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	Holland Pump Company
Address:	7312 Westport Place West Palm Beach , FL 33413
Contact:	Robert Hennessy
Email:	roberth@hollandpump.com
Phone:	386-872-0403
Fax:	561-683-7247
HST#:	65-0921051

Submission Details

Created On:	Monday October 11, 2021 16:04:22
Submitted On:	Tuesday October 12, 2021 16:29:51
Submitted By:	Robert Hennessy
Email:	roberth@hollandpump.com
Transaction #:	dcb06cdf-cb84-4790-9837-5eb53a701222
Submitter's IP Address:	72.188.14.231

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Holland Pump Company	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	NONE	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NONE	*
4	Proposer Physical Address:	7312 Westport Pl., West Palm Beach, FL 33413	*
5	Proposer website address (or addresses):	www.hollandpump.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Robert Hennessy, National Sales Manager 7312 Westport Pl, West Palm Beach, FL 33413 roberth@hollandpump.com (386) 872-0403	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Robert Hennessy, National Sales Manager 7312 Westport Pl, West Palm Beach, FL 33413 roberth@hollandpump.com (386) 872-0403	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Eugene Lant, VP Sales 7312 Westport Pl, West Palm Beach, FL 33413 eugene@hollandpump.com (407) 855-7109	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Main Core Value: Our People are Our Biggest Asset. We pursue all business dealings with a positive attitude, urgency, integrity and professionalism, & be passionate about all that we do. Holland Pump was formed in 1978 and is involved in the manufacture, sales, distribution, rental, and service of dewatering pumps. We currently have nine (9) company-owned locations, primarily in the Southeast, along with a growing dealer network nationwide. Plans are to have a Holland Canadian operation by 2023. Holland Pump Mfg. has produced 300 diesel driven systems in one year, with capabilities to double production with our acquisition of Complete Dewatering.. Holland Pump maintains a large fleet including 1,200+ diesel driven rental pumps, Holland Pump company partnered with XPV Water Partners two-years ago, and the growth impact is self evident. With this partnership, Holland is experiencing explosive growth.. We have acquired the 75-year old pump equipment manufacturer Complete Wellpoint & Dewatering Co., Edgewater, FL, further expanding our product offerings; The acquisition of Alpha Pump, a major industrial pump & rental supplier out of Baton Rouge, LA, moved the Holland footprint westward & into new market. Expansion in 2021-2022 include acquisitions in the Northeast, South, South Central, Midwest, and Pacific Coast regions. NDA's prevent revealing the LOI's for the soon to be acquired companies. Note: XPV has $500M+ invested between 16 companies, all of which are in the water industry.	*
10	What are your company's expectations in the event of an award?	Great expectations! Promote the value of and participate to the fullest in the Sourcewell Contract. Holland successfully recruited the former Sourcewell contract administrator for Thompson Pump, Robert Hennessy. He was the lead to get Thompson onboard with their successful NJPA/ Sourcewell contract. Also, we anticipate an even faster growth curve, especially with swift addition of related companies across the country and a new, dedicated marketing team. It is not unreasonable to project seven-figure growth within three-years.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Holland Pump Company has 90 total employees across all of its locations and generates $20.16 million in sales (USD). As mentioned, we have our financial partner, XPV Water Partners, to bolster our standing.	*
12	What is your US market share for the solutions that you are proposing?	Although difficult to judge because pump sales are not as readily tracked, even by the U.S. standard association, the Contractors Pump Bureau (CPB), Holland stands at about 3% of the portable pump market.	*
13	What is your Canadian market share for the solutions that you are proposing?	Our Canadian operations are just unfolding, with three (3) dealers set to sign before year's end. This is in addition to the prospect of having a company-owned location near Pointe- Claire, Quebec. A pair of XPV's principles are domiciled in eastern Canada.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer & a service provider, supplemented by an independent dealer network nationwide. Expanding our footprint, we anticipate having (14) company-owned locations by 2022 end. Each location has 2-3 salespersons & 3-4 service personnel. Our dealer network provides an extra (17) Holland sales and service outlets to cover Participating Entities nationwide.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We offer a two-year warranty now to Sourcewell, so we are confident in our product quality is excellent. We are striving, though, to improve the overall customer experience by having the ISO 90001 certification process begin in 2023. Otherwise, we have safety certifications at each company branch depending on their market.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Holland Pump has never had any actions taken against the company related to Suspension or Disbarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Other than local recognition, Holland Pump has not received any awards or recognition in the past 5 years.	*
19	What percentage of your sales are to the governmental sector in the past three years	We are integrating figures from acquisitions as well. Approximately 7% of new pump sales are from government entities.	*
20	What percentage of your sales are to the education sector in the past three years	We currently do not have any recordable sales to the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Please note: Until the second quarter of 2021, Holland Pump did not have a dedicated sales team for Municipal Sales. HGAC - $63,000 VASA - $28,760 FSA - $86,564	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We have just started the GSA product qualification process with Federal Contracts Corp as our agent.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Palm Beach County Fleet West Palm Beach, Florida	Jason Josephs	561-233-4571	*
The Port Authority of NY and NJ	Anthony Armao	516-375-1809	*
Ohio DOT – District 2	Robert Shirey	419-373-4453	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
JEA, #7	Government	Florida - FL	PT4 Super Silent Pumps	$378,000	$392,000	*
City of Houston	Government	Texas - TX	8" Trailer Mounted Pumps	$111,030	$111,030	*
Port Authority of NY NJ	Government	New York - NY	6" Silenced Trailer Mounted Pumps	$196,242	$196,242	*
South Florida Water District	Government	Florida - FL	Axial Flow Pumps 12 x 8 pumps and pipe	$552,622	$640,889	*
Hillsborough County	Government	Florida - FL	6" Trailer Mounted Pumps; Pump Rentals	$266,622	$292, 334	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	We currently have (28) company salespersons nationwide, not including upcoming acquisitions.	*
26	Dealer network or other distribution methods.	We have a dealer network nationwide that we are committed to expanding.	*
27	Service force.	We have 36 dedicated service personnel.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders, direct or through dealers, go through the our contract team leader via email, and consequently secured to our Microsoft Teams folder as outlined.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We are often an emergency-based business due to our rental fleet business, so we are available 24/7 via phone or text to our sales and service personnel, email during the day. We are dedicated to customer service for 100% satisfaction. Example: Our rental business states that if the customer is not satisfied with our equipment, we will reimburse the rental.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We cannot stress enough that we find this contract very important. Very willing and able with our resources.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have expansion plans for Canada. Very willing.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NONE.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are offering to service ALL participating entity sectors our all of our goods and services nationally. We have a national presence. Although we do have other cooperative contracts	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We have no restrictions to these outlying participating entities.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We have ramped-up our marketing efforts from a regional setting to a national scope, owing to our continued explosive growth nationally. We have and will employ heavy social media, tradeshows, local municipal sponsorships & activities, training of our sales force on how to sell the Sourcewell contract, including a growing dealer network. We have hired an experienced lead to aggressively oversee the development of the Sourcewell contract, as evidenced by his visit this summer to your Staples HQ to re-acquaint & get up to speed on the current bidding process. We wish to employ web-based seminars and pump training videos under the Sourcewell sponsorship as you offer these opportunities.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Besides our excellent website, we are on many channels. This includes Twitter, LinkedIn, YouTube, Facebook, & Instagram We have posts on these sites several times weekly.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Initially, Holland would appreciate a visit from Sourcewell in some form to assist in training our sales group. We have already laid groundwork in an earlier internal sales summit regarding the possibility of being on your contract. Our sales group anticipates a metric that includes calling on municipalities a determined amount of times per week. We will participate in as many Sourcewell sponsored or directed activities including your marketing offerings such as reaching out to Participating Entities through member lists.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We are slated to be on an e-procurement system in late 2022 after we bring a new CRM online in the 1st/2nd quarter of 2022.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We appreciate any opportunity to provide training to Participating Entities! The training is optional, and it may cover equipment, maintenance, or operator information as requested. Factory and Dealer representatives provide professional training in the classroom and hands-on in the field. Holland Pump provides this training at no cost to Participating Entities.	*
40	Describe any technological advances that your proposed products or services offer.	We fully remote/ automated pump controls and monitoring available with upgradeable ability as technology advances. We also have a true cutter pump that will be of incredible value to Participating Entities who pump harsh materials that usually clog pumps.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Holland Pump has a long history of working with the SFWMD (South Florida Water Management District) and other water management agencies and also on ACOE (Army Corp of Engineers) on conservation projects. Because of reliability, our Hydraulically Driven Submersible are widely used by these agencies for dewatering. Holland identified the Green Initiative as early in 1999, converting from standard hydraulic oil to canola oil which is biodegradable. Later, we introduced mineral oils which proved to have even higher reliability & a lower risk of hurting the environment. Holland Pump has also stayed at the forefront of control panels which can be automated to start and stop remotely or by pressure transducer or by float mechanisms, avoiding excessive fuel use, lowering consumption and air pollution. Holland Pump uses the only the best environmental oils and has complied with all EPA requirements for the use and manufacture of pumping systems which are now mandated to be Tier 4 Final. Holland Pump is able to incorporate telemetry to remotely monitor warnings and shutdowns, to auto-start/stop pumps, and to monitor GPS locations. Used in combination with VFD's (Cariabale Frequency Drivess) and electric motors, these systems optimize power use according to the exact horsepower and flows required improving efficiency & again, lowering consumption.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We utilize only EPA approved Tier 4 engines in our U.S. and Canadian sales of pumps.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	By contract, we solely sell to Federal Agencies exclusively through supporting Federal Contracts Corp, a Service Disabled Owned Small Business & HUB Zone Business. We are also in the process of getting qualified on GSA & the DLA through FCC.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We have a group of tenured employees who seek innovation. We are the industry consensus top two, if not the top, quality supplier of hydraulic pump equipment. Innovation in this product is the totally unique Triple Play Hydraulic System. We are on the cutting edge with developing the newest industry game changing Holland Diesel Drive Cutter Pump. This unit will help solve the problem of having to dedicate technicians just to keep emergency backup lift station pumps operational. This is HUGE! We also have a wide selection of smaller, highly efficient wellpointing pumps that are cost effective, especially for tightly budgeted groups. Overall, we offer a mix of extensive pump & pump system knowledge with excellent products. We are very accommodating and easy to work with as a partner.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, all of our products, parts, and labor from manufacturing and material defects.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. However, evident abuse of the products is cause for affecting coverage. Please note Line item 49 below for engines/ motors.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have a wide geographical range of coverage. However, in the unlikely event we do not service an area, or if the service event occurs while the area designated service group is on other calls, Holland Pump will find and assign a qualified service group to provide proper, prompt, & professional service and attention to the Participating Entity.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We will cover ALL pump-related service items. As is with the industry norm, all engine and motor warranties will be advanced WITH THE ASSISTANCE OF HOLLAND PUMP to the manufacturer to be promptly addressed, as the Participating Entities' advocate. The engine manufacturers generally offer an industry accepted two-year warranty or 1,800 hours, whichever comes first.	*
50	What are your proposed exchange and return programs and policies?	Exchanges will be made on a case-by-case basis. All returns must have a Returned Goods Authorization number (RGA#) issued from Holland Pump for acceptance of possible warranty items and general product returns for tracking purposes.	*
51	Describe any service contract options for the items included in your proposal.	We offer preventative maintenance (PM) programs to field service Holland Pump equipment every 250-hours or as requested by the Participating Entity. This includes oil change, other fluid and mechanical checks, and vacuum/ pump priming checks.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	We are providing Sourcewell with a value-added Two-Year Limited Warranty against manufacturing and material defects. Our standard is a One-Year Limited Warranty.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We are offering preventive maintenance (PM) to service pumps in our network where applicable. For a nominal charge, routine service is provided every 250-hours of operation. This includes oil changes and other serviceable items to keep the Participant up-and-running. 100% satisfaction guaranteed or the PM charge is returned.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Our terms are Net 30 days. Accepted payment is by check, bank card (3% fee), or similar electronic fund transfers.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	We utilize New Line leasing Corporation to assist in funding new, used, and leasing of equipment.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have a signature & PO section at the bottom of our quotes to approve the offer. This form is utilized for sales and service.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. There is a 3% fee associated with utilizing this payment process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are offering a product category (across the board) discount, which is very favorable to Participating Entities.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discount across all products is higher/ better than any standard Holland Pump category of discounting. The discount is 12%.PLEASE NOTE: From the outset, our list price is set-up often lower than industry standard.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	There is an extra 1% for early payment. In addition, an extra 1% is allowed for prompt payment of orders over $100,000 USD.	*
61	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	We will offer options for Participating Entities for Open Market items for each requested quote as requested.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Other than freight, we do not employ charges for pre-delivery inspection or set-up. We provide training at no cost. We do not provide permanent installation services, but we can advise and assist with pump selection through engineering and experience.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We will research and offer to the Participating Entity the best cost and time effective freight rate available. We assess, with Participating Entity, how to ship on a case-by-case basis with Holland's shipping department. We attempt to utilize our purchasing power with freight companies, and we will pre-pay freight and add to the customer bill unless otherwise instructed.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	With such a flux in fuel costs and other shipping-related expenses in our current economy, we utilize several freight forwarders on a case-by-case basis. These companies specialize in these moves, especially for offshore requirements such as U.S. bases in Guam.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We offer free freight to Participating Entities within Florida.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We are offering an additional 2% discount. This is better than our stocking distributors and other cooperative contract discounts moving forward. We see the great value of the Sourcewell contract. Please note that our pricing structure is now a bit different; the list price is lower overall in the market than others at the outset.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We have a process we will follow as with our other awarded municipal cooperative buying contracts/ agreements. We have a one-person contact with Sourcewell as receiving conduit (Team Lead), with two (two) back-up personnel. All incoming email correspondence for the contract is set-up by rule to go into our Microsoft Teams "Municipal Team" folder/ company file sharing. Our Accounts Payable (AP) Department is a member of the Municipal Team, and they receive alerts for correspondence including purchase orders. Near the end of the quarter, the AP group relays sales figures to the Team. After review, the Team confirms the figure(s) for payment. The Team lead/ contract contact reports back to the contract owner, and the AP group issues appropriate funds to cover the contract fee.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We update key metropolitan statistical areas (MSA's) twice yearly to check market share with the governing body of the (AEM) Contractor's Pump Bureau pump sales statistics. We also have a monthly upper management meeting to review sales progress versus goals, including municipal sales.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As growing company, we would like to propose a 1% fee; however, we are open to the 2% maximum if Sourcewell deems it necessary.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Hydraulically Driven Submersible Systems 4"-30"; Rotary Wellpoint Pumps & Accessories 4"-12";Suction Lift Pumps from 3"-18";Diesel Jet Pumps 4"-8"; Diesel Axial Flow Pumps 18"-42"; High Head Suction Lift Pumps 4"-18" Pumping accessories such as hose, pipe fittings, and accessories Preventative Maintenance Services	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Emergency Back-up Lift Station Pump Bypass Pumping Equipment Fire Suppression Equipment Wellpoint Pumps and Accessories Dewatering Equipment Portable Dewatering Equipment Pump Accessories Permanently Mounted Back-up Pumps	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	○ Yes ◉ No	N/A	*
73	Hydro or air excavation equipment	○ Yes ◉ No	N/A	*
74	Jetters and rodders	○ Yes ◉ No	N/A	*
75	Dewatering, mud, trash, and centrifugal pumps	◉ Yes ○ No	We offer a complete portfolio of dewatering, mud, trash, centrifugal pumps, and more.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	◉ Yes ○ No	Extensive list of rental fleet-proven products for standby portable and fixed emergency back-up diesel driven pumps.	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	◉ Yes ○ No	We have parts departments at all company stores and dealers across the country.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	We offer the Triple Play combination unit. The premise is one hydraulic power pack that can power three type pumps: suction lift, submersible, & jet/ dewatering pumps. This set-up is the choice for confined/ small spaces. This allows the operator more room to work, and to work remotely in potentially hazardous (esp. gaseous) conditions. Also, see below for our related cutter pump.	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	We will be offering a specialized portable/ emergency lift station standby diesel cutter pump series that will allow less down time cleaning out debris, especially sewage related items, from the pump casing. Also provides the operator less exposure time to hazardous materials.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A		

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Holland Pump - Sourcewell Pricing - All List Pricing - Take 12% off for NET.xlsm - Tuesday October 12, 2021 16:14:43
- Financial Strength and Stability - Holland Pump 2020 Audit Report.pdf - Tuesday October 12, 2021 16:15:13
- Marketing Plan/Samples - HOLLAND TRIPLE PLAY PUMP SET.pdf - Tuesday October 12, 2021 16:15:28
- WMBE/MBE/SBE or Related Certificates - FCC Capabilities Statement 2021.pdf - Tuesday October 12, 2021 16:18:36
- Warranty Information - Holland Pump Two-Year Warranty.pdf - Tuesday October 12, 2021 16:19:35
- Standard Transaction Document Samples - Holland 4-inch Vac Priming Enclosed Pump 10-2021 JB.xlsx - Tuesday October 12, 2021 16:20:06
- Upload Additional Document - Holland Pump Dealers.pdf - Tuesday October 12, 2021 16:28:12

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Robert Hennessy, Natl Sales, Holland Pump

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☑	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☑	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☑	1

HOLLAND PUMP
FINISH FASTER

SALES QUOTE

QUOTE No.:14148

Customer #: CITY0210
Customer: CITY OF TRACY PUBLIC WORKS DEP
Address: 520 TRACY BLVD.
TRACY CA 95376

Site: CITY OF TRACY PUBLIC WORKS
Address: City of Tracy Public Works
520 Tracy Bvd
Tracy CA 95376

Customer Order #:
Quote Date: 11/27/2023
Division: 1066
Sales Person: CARL CALABRESE

Contact: JAMES THOMPSON
Phone: 209-831-6371

Site Contact: Adrian Taylor
Phone: 209-483-6815

Equipment	Description	Qty Ordered	Qty B/Ordered	Unit Price	Sales Value	TAX	Line Total
MISC	Atlas Copco PAS F88 JD-S 125HP FT4, 8" Pump, Wheel Mount, Enclosed	1	1	$89,950.00	$89,950.00	$0.00	$89,950.00
MISC	8" Flange x 8" Bauer SOC	1	1	$415.00	$415.00	$0.00	$415.00
MISC	8" x 10 ft. Suction Hose, M x F Buer	2	2	$998.00	$1,996.00	$0.00	$1,996.00
MISC	8" RH STrainer x Bauer Coupling	1	1	$485.00	$485.00	$0.00	$485.00
MISC	8" Flange x 6" Male Cam Lock	1	1	$467.50	$467.50	$0.00	$467.50
MISC	6" x 50 ft. Red LF Disch. Hose, M x F Cam	4	4	$515.00	$2,060.00	$0.00	$2,060.00
MISC	8" x 15 ft. Kanaline x Bauer suction hose	1	1	$1,073.00	$1,073.00	$0.00	$1,073.00
MISC	Dual Float Switches, 40 ft.	1	1	$440.00	$440.00	$0.00	$440.00
FREIGHT	FREIGHT	1	1	$4,800.00	$4,800.00	$0.00	$4,800.00

Notes:
REVISED 4-23-24
The pump is offered thru our Sourcewell contract 101221-HLD
This 8" Enclosed Wheel Mounted unit has a 6 - 12 week lead time
Comparable to the first pump you purchased from us, though
the model / engine has changed.

Pumping capacity to 3750 GPM, heads to 196 ft.

More options have been added, though items and
quantities can be adjusted to your budget.

Terms are N-30 with purchase order.
ANY CA SALES OR USE TAXES
ARE THE PURCHASERS RESPONSIBILITY

Carl Calabrese
carlc@hollandpump.com
386-426-1345 x 6603

SUB TOTAL:	**$96,886.50**
FREIGHT (SHIPPING/DELIVERY):	**$4,800.00**
TAX:	**$0.00**
TOTAL:	**$101,686.50**

DATE ISSUED: 4/23/2024

CITY OF TRACY
PURCHASE AGREEMENT FOR EQUIPMENT WITH HOLLAND PUMP COMPANY

This Purchase Agreement for Equipment, ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and Holland Pump Company, West Palm Beach, FL (Supplier). City and Supplier are sometimes referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

A. City desires to retain Supplier to provide a sewer vacuum, hydro- excavation, pumping equipment, and related accessories and supplies. .

B. Pursuant to Tracy Municipal Code 2.20.220, the City is utilizing a Sourcewell cooperative purchasing agreement to purchase the Equipment.

C. Sourcewell and the Supplier entered into an agreement for the purchase of equipment referred to as contract with Solicitation #101221 ("**Contract**").

D. After negotiations between the City and the Supplier, the parties have reached an agreement for purchase of such equipment in accordance with the terms set for in this agreement.

E. This Agreement is being executed pursuant to Resolution No. _____, which was adopted by the City Council for the City of Tracy on _____

Now therefore, the parties mutually agree as follows:

1. **CONTRACT APPLICABILITY.** The Contract is fully incorporated herein by reference, except as expressly modified herein, and the Parties agree to abide by the terms set forth therein. All capitalized terms used herein but not defined shall have the meaning attributed to them in the Contract.

   1.1. **EQUIPMENT.** The City agrees to purchase, and the Supplier agrees to sell, the Equipment as more specifically outlined and described in the Contract. The Equipment shall comply with all of the standards and specifications outlined in Contract.

   1.2 **NO SUBSTITUTIONS; AUTHORIZED REPRESENTATIVE.** There shall be no substitution for the Equipment, without the prior written authorization of the City. All Services shall be performed by or under the direct supervision of, the Supplier's Authorized Representative: Carl Calabrese, Director of Sales. Supplier shall not replace its Authorized Representative without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel may result in the termination of this Agreement.

2. **DELIVERY DATES.** The Equipment must be shipped and must arrive at the destination of 8 weeks after receipt of PO.

2.1 Any failure by the Supplier to meet the Delivery Timeline will constitute a material default of this Purchase Agreement and the City may cancel any equipment not delivered in a timely manner without liability. The Supplier must notify the City immediately if the Supplier reasonably believes the Supplier will not be able to meet the Delivery Timeline for any reason and provide the City with a schedule that the Supplier reasonably believes it will be able to meet. It is within the City's discretion whether it will accept the revised timeline.

3. **PURCHASE PRICE.** City shall pay Supplier on a fixed fee basis, at the fee amounts outlined in the Contract, attached, and incorporated by reference.

3.1 **NOT TO EXCEED AMOUNT.** Supplier's total contract amount, under this Agreement shall not exceed ~~$101,686.50.~~
$103,433 Per Quote 17114 dated 9/20/24 (Attachment B) WMB _____

4. **CANCELLATION AND TERMINATION.** The City reserves the right to terminate or cancel any portion of this Agreement at any time prior to the delivery, with ~~or without~~ cause, by giving Supplier written notice. There shall be no period of grace after giving the notice of cancellation or termination. Cancellation or termination shall become effective immediately upon the giving of notice by personal delivery or mail. WMB _____

5. **BREACH**. In the event of a breach of the Agreement by Supplier, City may terminate the Agreement immediately without notice, may reduce payment to the Supplier in the amount necessary to offset City's resulting damages, may procure substitute equipment at Supplier's expense, and/or may pursue any other available recourse against Supplier .Supplier may not terminate this Agreement except for cause.

6. **DELIVERY RISK OF LOSS.** All orders will be Free on Board (**FOB**) destination. Risk of loss or damage to the Equipment must remain with the Supplier until the equipment has been delivered to and accepted by the City. All equipment will be received by the City subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The City will be allowed a reasonable period of time to inspect the Equipment and to notify Supplier of any nonconformance with the terms and conditions of the specifications. The City may reject any Equipment that do not conform to the terms and conditions outlined in the Contract. Any Equipment rejected may be returned to the Supplier at the Supplier's risk and expense.
FOB Destination, Pre-Paid and Add WMB _____

7. **INDEMNIFICATION.** Supplier 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 Supplier'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.

7.1 **DEFINITION.** For the purposes of this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Supplier " means the Supplier , its employees, and agents; "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".

WMB

7.2 **PROVISION SURVIVAL.** The provisions of this Section 7 survive the completion of the services or the termination of this Agreement and are not limited by the provisions of Section 7 relating to insurance.

8. **INSURANCE**. Supplier shall, throughout the duration of this Agreement, maintain insurance to cover , its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein, which may be achieved with an equivalent umbrella policy.

8.1 **COMMERCIAL GENERAL LIABILITY.** 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.

8.2 **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.

N/A 8.3 **~~WORKERS' COMPENSATION.~~** ~~coverage shall be maintained as required by the State of California~~.

8.4 **ENDORSEMENTS**. Supplier shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

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

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

8.5 **NOTICE OF CANCELLATION.** Supplier shall notify the City if the policy is canceled before the expiration date. For this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Supplier shall immediately obtain a replacement policy.

8.6 **INSURANCE CERTIFICATE.** Supplier 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.

8.7 **SUBSTITUTE CERTIFICATES**. Supplier 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.

8.8 **SUPPLIER'S OBLIGATION**. Maintenance of insurance by the Supplier as specified in this Agreement shall in no way be interpreted as relieving the Supplier of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Supplier 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.

9. **PACKING AND SHIPPING.** Deliveries must be made as specified, without charge, for boxing, crating, or storage unless otherwise specified. Equipment must be suitably packed to secure the lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation.

10. **TAXES**. The Supplier must separately state on all invoices any taxes imposed by the local, state, or federal state government applicable to furnishing the Equipment; however, where a tax exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise outlined in the Agreement, the Purchase Price will be considered to include state and city sales or use tax. Purchase priced does not include sales, use, env. taxes or fees. Purchaser is responsible for any such taxes or fees, if applicable, and remitting them directly to the State. _____

11. **WARRANTY**. The Supplier warrants that all Equipment will conform to applicable specifications, drawings, descriptions, and samples, and will be merchantable, of good workmanship in material, and free from defect. ~~Unless manufactured according to detailed design furnished by the City, the Supplier assumes design responsibility and warrants the Equipment to be free from design defect and suitable for the purposes intended by the City, and that such Equipment if installed by the Supplier shall conform to applicable specifications.~~ _____

11.1 The Supplier's warranties, together with its service guarantees, must run to the City and its customers or users of the equipment and must not be deemed exclusive. The City's inspection, approval, acceptance, use of, and payment for all or any part of the equipment must in no way affect its warranty rights whether a breach of warranty had become evident in time.

12. **DUTY TO DEFEND**. Supplier agrees, (1) at its cost and expense, to promptly defend the City and the City's employees, officers, managers, agents, and council members (collectively the **Parties to be Defended**) from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: (i) the Equipment provided pursuant this Agreement; (ii) allegations that the Equipment are defective in manufacture or design; (iii) any patent or other intellectual property right related to the Equipment and or (2) any breach of this Agreement by Supplier.

12.1 This duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Supplier agrees to provide this defense immediately upon written notice from the City, and with well-qualified, adequately insured, and experienced legal counsel acceptable to the City.

13. **REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATIONS**. Supplier 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 performed, or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

14. **NOTICES.** All notices, demands, or other communications that this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party at 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:
Assistant Director – Operations
520 N. Tracy Blvd.
Tracy, CA 95376

To Supplier:
Holland Pump Company
7312 Westport Pl.
West Palm Beach, FL 33413

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

15. **MISCELLANEOUS**

15.1 **STANDARD OF CARE.** Unless otherwise specified in this Agreement, the standard of care applicable to Supplier'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.

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

15.3 **WAIVER.** 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.

15.4 **ASSIGNMENT AND DELEGATION.** Supplier 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 consent to any subsequent assignment.

15.5 **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.

WWB

15.6 **COMPLIANCE WITH THE LAW.** Supplier shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

15.6.1 **HAZARDOUS MATERIAL.** Supplier is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

15.6.2 **NON-DISCRIMINATION.** Supplier represents and warrants that it is an equal opportunity employer and it shall not discriminate against any third-party Supplier, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Supplier 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.).

15.7 **BUSINESS ENTITY STATUS.** Supplier 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 Supplier. By entering into this Agreement, Supplier represents that it is not a suspended corporation. If Supplier is a suspended corporation at the time, it enters this Agreement, City may take steps to have this Agreement declared voidable.

15.8 **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

15.9 **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.

15.10 **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.

15.11 **CONTROLLING PROVISIONS.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, Contract and Supplier's proposal (if any), the Agreement shall control.

15.12 **ENTIRE AGREEMENT.** This Agreement, the Contract and attached Exhibits A and B 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.

16. **SIGNATURES**. The individuals executing this Agreement on behalf of Supplier represent and warrant that they have the right, power, legal capacity, and authority to enter and execute this Agreement on behalf of Supplier.

WWB

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

_____

By: Nancy D. Young
Title: Mayor
Date: _____

Attest:

_____

Adrianne Richardson, City Clerk

Approved as to form:

_____

Bijal M. Patel
City Attorney

Supplier
Holland Pump Company
West Palm Beach, Florida

By: _____
Title: (Insert Title)
Date: 9/20/24 Win Blodgett, President

Federal Employer Tax ID No. 65-0921051

_____

By: _____
Title: (Corporate Officer's Title)
Date: 9/20/24 Win Blodgett, President

Attachments: A – Holland Pump Company Sourcewell Contract

B – Holland Pump Company Quote

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

1) AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH HOLLAND PUMP COMPANY FOR THE PURCHASE OF AN ATLAS COPCO PAS F88 MOBILE DEWATERING PUMP UTILIZING THE SOURCEWELL COOPERATIVE PROGRAM IN THE AMOUNT OF $103,443 FOR THE WASTEWATER TREATMENT PLANT; 2) DECLARING THE EXISTING MOBILE DEWATERING PUMP AS SURPLUS AND APPROVING ITS DISPOSITION PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.310

WHEREAS, the City of Tracy's (City's) Wastewater Treatment Plant (WTP) utilizes a mobile dewatering pump to ensure that the WTP is able to provide waste removal services to the community; and

WHEREAS, this pump is an emergency trash pump utilized to move flows from the primary clarifier to the distribution box as part of the treatment process and may also be used in dewatering of basins as a bypass to plant pumps should they fail; and

WHEREAS, an imminent need exists to acquire a new dewatering pump for the WTP due to the malfunctioning, and complete failure of the existing mobile dewatering pump; and

WHEREAS, the mobile dewatering pump is needed to ensure that the Wastewater Plant is able to continue providing waste removal services to the Tracy community; and

WHEREAS, without this pump, the wastewater subdivision will be compelled to seek out rental options, risking potential service disruptions; and

WHEREAS, on April 17, 2024, City staff requested bids from vendors listed in the Sourcewell Program; and

WHEREAS, the City of Tracy is an established customer with Sourcewell (customer number 18531) and is authorized to make purchases using Sourcewell Cooperative Purchasing Agreements, per Tracy Municipal Code section 2.20.220; and

WHEREAS, after careful examination of the dewatering pump, it was discovered that key components were now obsolete, and to try to retrofit the unit would have exceeded the actual value of the unit; and

WHEREAS, it is recommended that the existing failed dewatering pump will be declared surplus and approved to be sold at public auction to the highest bidder for disposal; and

WHEREAS, the disposal of surplus equipment and commodities or other property no longer needed by any department of the City is governed by Section 2.20.310 of the Tracy Municipal Code (TMC) which identifies the method of disposition of surplus property; and

WHEREAS, the funding for the purchase of the pump in the amount of $103,443 is available in the Equipment Replacement Fund (FD 605); and

WHEREAS, this item is categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15311 that pertains to construction, or replacement of minor structures accessory to existing commercial, industrial, or institutional facilities, including on-premises signs; and

NOW, THEREFORE, be it

RESOLVED: That the City Council of the City of Tracy hereby finds and determines that the actions herein are categorically exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15311 that pertains to construction, or replacement of minor structures accessory to existing commercial, industrial, or institutional facilities, and be it

FURTHER RESOLVED: That the City Council for the City of Tracy hereby authorizes and approves the execution of a Purchase Agreement with Holland Pump Company attached as Exhibit 1 for the purchase of one Atlas Copco PAS F88 mobile dewatering pump utilizing Sourcewell Cooperative Agreement in the amount of $103,443 for the City's Wastewater Treatment Plant; and be it

FURTHER RESOLVED: That the City Council approves the determination that the existing mobile dewatering pump at the City's Wastewater Treatment Plant is surplus City property pursuant to Tracy Municipal Code Section 2.20.310; and be it

FURTHER RESOLVED: That having declared the mobile dewatering pump surplus the City Council authorizes the City Public Works Director to cause the surplus mobile dewatering pump to be sold at public auction and carry out related tasks for its disposition pursuant to Tracy Municipal Code Section 2.20.310.

* * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on November 19, 2024, 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

EXHIBIT 1: Purchase Agreement with Holland Pump Company

CITY OF TRACY
PURCHASE AGREEMENT FOR EQUIPMENT WITH HOLLAND PUMP COMPANY

This Purchase Agreement for Equipment, ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and Holland Pump Company, West Palm Beach, FL (Supplier). City and Supplier are sometimes referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

A. City desires to retain Supplier to provide a sewer vacuum, hydro- excavation, pumping equipment, and related accessories and supplies. .

B. Pursuant to Tracy Municipal Code 2.20.220, the City is utilizing a Sourcewell cooperative purchasing agreement to purchase the Equipment.

C. Sourcewell and the Supplier entered into an agreement for the purchase of equipment referred to as contract with Solicitation #101221 ("**Contract**").

D. After negotiations between the City and the Supplier, the parties have reached an agreement for purchase of such equipment in accordance with the terms set for in this agreement.

E. This Agreement is being executed pursuant to Resolution No. _____, which was adopted by the City Council for the City of Tracy on _____

Now therefore, the parties mutually agree as follows:

1. **CONTRACT APPLICABILITY.** The Contract is fully incorporated herein by reference, except as expressly modified herein, and the Parties agree to abide by the terms set forth therein. All capitalized terms used herein but not defined shall have the meaning attributed to them in the Contract.

   1.1. **EQUIPMENT.** The City agrees to purchase, and the Supplier agrees to sell, the Equipment as more specifically outlined and described in the Contract. The Equipment shall comply with all of the standards and specifications outlined in Contract.

   1.2 **NO SUBSTITUTIONS; AUTHORIZED REPRESENTATIVE.** There shall be no substitution for the Equipment, without the prior written authorization of the City. All Services shall be performed by or under the direct supervision of, the Supplier's Authorized Representative: Carl Calabrese, Director of Sales. Supplier shall not replace its Authorized Representative without City's prior written consent. A failure to obtain the City's prior written consent for any change or replacement in personnel may result in the termination of this Agreement.

2. **DELIVERY DATES.** The Equipment must be shipped and must arrive at the destination of 8 weeks after receipt of PO.

2.1 Any failure by the Supplier to meet the Delivery Timeline will constitute a material default of this Purchase Agreement and the City may cancel any equipment not delivered in a timely manner without liability. The Supplier must notify the City immediately if the Supplier reasonably believes the Supplier will not be able to meet the Delivery Timeline for any reason and provide the City with a schedule that the Supplier reasonably believes it will be able to meet. It is within the City's discretion whether it will accept the revised timeline.

3. **PURCHASE PRICE.** City shall pay Supplier on a fixed fee basis, at the fee amounts outlined in the Contract, attached, and incorporated by reference.

3.1 **NOT TO EXCEED AMOUNT.** Supplier's total contract amount, under this Agreement shall not exceed ~~$101,686.50.~~
$103,433 Per Quote 17114 dated 9/20/24 (Attachment B) WMB _____

4. **CANCELLATION AND TERMINATION.** The City reserves the right to terminate or cancel any portion of this Agreement at any time prior to the delivery, with ~~or without~~ cause, by giving Supplier written notice. There shall be no period of grace after giving the notice of cancellation or termination. Cancellation or termination shall become effective immediately upon the giving of notice by personal delivery or mail. WMB _____

5. **BREACH**. In the event of a breach of the Agreement by Supplier, City may terminate the Agreement immediately without notice, may reduce payment to the Supplier in the amount necessary to offset City's resulting damages, may procure substitute equipment at Supplier's expense, and/or may pursue any other available recourse against Supplier .Supplier may not terminate this Agreement except for cause.

6. **DELIVERY RISK OF LOSS.** All orders will be Free on Board (**FOB**) destination. Risk of loss or damage to the Equipment must remain with the Supplier until the equipment has been delivered to and accepted by the City. All equipment will be received by the City subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The City will be allowed a reasonable period of time to inspect the Equipment and to notify Supplier of any nonconformance with the terms and conditions of the specifications. The City may reject any Equipment that do not conform to the terms and conditions outlined in the Contract. Any Equipment rejected may be returned to the Supplier at the Supplier's risk and expense.
FOB Destination, Pre-Paid and Add WMB _____

7. **INDEMNIFICATION.** Supplier 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 Supplier'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.

7.1 **DEFINITION.** For the purposes of this section, "City" means the City, its officials, officers, agents, employees, and volunteers; "Supplier " means the Supplier , its employees, and agents; "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".

WMB

7.2 **PROVISION SURVIVAL.** The provisions of this Section 7 survive the completion of the services or the termination of this Agreement and are not limited by the provisions of Section 7 relating to insurance.

8. **INSURANCE**. Supplier shall, throughout the duration of this Agreement, maintain insurance to cover , its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein, which may be achieved with an equivalent umbrella policy.

8.1 **COMMERCIAL GENERAL LIABILITY.** 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.

8.2 **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.

N/A 8.3 **~~WORKERS' COMPENSATION.~~** ~~coverage shall be maintained as required by the State of California~~.

8.4 **ENDORSEMENTS**. Supplier shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

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

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

8.5 **NOTICE OF CANCELLATION.** Supplier shall notify the City if the policy is canceled before the expiration date. For this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Supplier shall immediately obtain a replacement policy.

8.6 **INSURANCE CERTIFICATE.** Supplier 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.

8.7 **SUBSTITUTE CERTIFICATES**. Supplier 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.

8.8 **SUPPLIER'S OBLIGATION**. Maintenance of insurance by the Supplier as specified in this Agreement shall in no way be interpreted as relieving the Supplier of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Supplier 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.

9. **PACKING AND SHIPPING.** Deliveries must be made as specified, without charge, for boxing, crating, or storage unless otherwise specified. Equipment must be suitably packed to secure the lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation.

10. **TAXES**. The Supplier must separately state on all invoices any taxes imposed by the local, state, or federal state government applicable to furnishing the Equipment; however, where a tax exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise outlined in the Agreement, the Purchase Price will be considered to include state and city sales or use tax. Purchase priced does not include sales, use, env. taxes or fees. Purchaser is responsible for any such taxes or fees, if applicable, and remitting them directly to the State. _____

11. **WARRANTY**. The Supplier warrants that all Equipment will conform to applicable specifications, drawings, descriptions, and samples, and will be merchantable, of good workmanship in material, and free from defect. ~~Unless manufactured according to detailed design furnished by the City, the Supplier assumes design responsibility and warrants the Equipment to be free from design defect and suitable for the purposes intended by the City, and that such Equipment if installed by the Supplier shall conform to applicable specifications.~~ _____

11.1 The Supplier's warranties, together with its service guarantees, must run to the City and its customers or users of the equipment and must not be deemed exclusive. The City's inspection, approval, acceptance, use of, and payment for all or any part of the equipment must in no way affect its warranty rights whether a breach of warranty had become evident in time.

12. **DUTY TO DEFEND**. Supplier agrees, (1) at its cost and expense, to promptly defend the City and the City's employees, officers, managers, agents, and council members (collectively the **Parties to be Defended**) from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of, or are related to, or are in any manner connected with: (i) the Equipment provided pursuant this Agreement; (ii) allegations that the Equipment are defective in manufacture or design; (iii) any patent or other intellectual property right related to the Equipment and or (2) any breach of this Agreement by Supplier.

12.1 This duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage or injury. Supplier agrees to provide this defense immediately upon written notice from the City, and with well-qualified, adequately insured, and experienced legal counsel acceptable to the City.

13. **REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATIONS**. Supplier 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 performed, or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

14. **NOTICES.** All notices, demands, or other communications that this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party at 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:
Assistant Director – Operations
520 N. Tracy Blvd.
Tracy, CA 95376

To Supplier:
Holland Pump Company
7312 Westport Pl.
West Palm Beach, FL 33413

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

15. **MISCELLANEOUS**

15.1 **STANDARD OF CARE.** Unless otherwise specified in this Agreement, the standard of care applicable to Supplier'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.

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

15.3 **WAIVER.** 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.

15.4 **ASSIGNMENT AND DELEGATION.** Supplier 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 consent to any subsequent assignment.

15.5 **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.

WWB

15.6 **COMPLIANCE WITH THE LAW.** Supplier shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

15.6.1 **HAZARDOUS MATERIAL.** Supplier is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of performing their services.

15.6.2 **NON-DISCRIMINATION.** Supplier represents and warrants that it is an equal opportunity employer and it shall not discriminate against any third-party Supplier, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Supplier 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.).

15.7 **BUSINESS ENTITY STATUS.** Supplier 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 Supplier. By entering into this Agreement, Supplier represents that it is not a suspended corporation. If Supplier is a suspended corporation at the time, it enters this Agreement, City may take steps to have this Agreement declared voidable.

15.8 **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

15.9 **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.

15.10 **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.

15.11 **CONTROLLING PROVISIONS.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, Contract and Supplier's proposal (if any), the Agreement shall control.

15.12 **ENTIRE AGREEMENT.** This Agreement, the Contract and attached Exhibits A and B 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.

16. **SIGNATURES**. The individuals executing this Agreement on behalf of Supplier represent and warrant that they have the right, power, legal capacity, and authority to enter and execute this Agreement on behalf of Supplier.

WWB

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

_____

By: Nancy D. Young
Title: Mayor
Date: _____

Attest:

_____

Adrianne Richardson, City Clerk

Approved as to form:

_____

Bijal M. Patel
City Attorney

Supplier
Holland Pump Company
West Palm Beach, Florida

By: _____
Title: (Insert Title)
Date: 9/20/24 Win Blodgett, President

Federal Employer Tax ID No. 65-0921051

_____

By: _____
Title: (Corporate Officer's Title)
Date: 9/20/24 Win Blodgett, President

Attachments: A – Holland Pump Company Sourcewell Contract

B – Holland Pump Company Quote

Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Holland Pump Company, 7312 Westport Pl., West Palm Beach, FL 33413 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/23/2021 | 8:47 PM CST

Holland Pump Company

DocuSigned by:
By: Robert Hennessy
DA43E39B068B4CD...
Robert Hennessy
Title: National Sales Manager
Date: 11/29/2021 | 12:46 PM PST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/29/2021 | 2:56 PM CST

DocuSign Envelope ID: D0FF3D6F-7C01-4FE7-A5D1-D9652CCF60F8

RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	Holland Pump Company
Address:	7312 Westport Place West Palm Beach , FL 33413
Contact:	Robert Hennessy
Email:	roberth@hollandpump.com
Phone:	386-872-0403
Fax:	561-683-7247
HST#:	65-0921051

Submission Details

Created On:	Monday October 11, 2021 16:04:22
Submitted On:	Tuesday October 12, 2021 16:29:51
Submitted By:	Robert Hennessy
Email:	roberth@hollandpump.com
Transaction #:	dcb06cdf-cb84-4790-9837-5eb53a701222
Submitter's IP Address:	72.188.14.231

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Holland Pump Company	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	NONE	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NONE	*
4	Proposer Physical Address:	7312 Westport Pl., West Palm Beach, FL 33413	*
5	Proposer website address (or addresses):	www.hollandpump.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Robert Hennessy, National Sales Manager 7312 Westport Pl, West Palm Beach, FL 33413 roberth@hollandpump.com (386) 872-0403	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Robert Hennessy, National Sales Manager 7312 Westport Pl, West Palm Beach, FL 33413 roberth@hollandpump.com (386) 872-0403	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Eugene Lant, VP Sales 7312 Westport Pl, West Palm Beach, FL 33413 eugene@hollandpump.com (407) 855-7109	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Main Core Value: Our People are Our Biggest Asset. We pursue all business dealings with a positive attitude, urgency, integrity and professionalism, & be passionate about all that we do. Holland Pump was formed in 1978 and is involved in the manufacture, sales, distribution, rental, and service of dewatering pumps. We currently have nine (9) company-owned locations, primarily in the Southeast, along with a growing dealer network nationwide. Plans are to have a Holland Canadian operation by 2023. Holland Pump Mfg. has produced 300 diesel driven systems in one year, with capabilities to double production with our acquisition of Complete Dewatering.. Holland Pump maintains a large fleet including 1,200+ diesel driven rental pumps, Holland Pump company partnered with XPV Water Partners two-years ago, and the growth impact is self evident. With this partnership, Holland is experiencing explosive growth.. We have acquired the 75-year old pump equipment manufacturer Complete Wellpoint & Dewatering Co., Edgewater, FL, further expanding our product offerings; The acquisition of Alpha Pump, a major industrial pump & rental supplier out of Baton Rouge, LA, moved the Holland footprint westward & into new market. Expansion in 2021-2022 include acquisitions in the Northeast, South, South Central, Midwest, and Pacific Coast regions. NDA's prevent revealing the LOI's for the soon to be acquired companies. Note: XPV has $500M+ invested between 16 companies, all of which are in the water industry.	*
10	What are your company's expectations in the event of an award?	Great expectations! Promote the value of and participate to the fullest in the Sourcewell Contract. Holland successfully recruited the former Sourcewell contract administrator for Thompson Pump, Robert Hennessy. He was the lead to get Thompson onboard with their successful NJPA/ Sourcewell contract. Also, we anticipate an even faster growth curve, especially with swift addition of related companies across the country and a new, dedicated marketing team. It is not unreasonable to project seven-figure growth within three-years.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Holland Pump Company has 90 total employees across all of its locations and generates $20.16 million in sales (USD). As mentioned, we have our financial partner, XPV Water Partners, to bolster our standing.	*
12	What is your US market share for the solutions that you are proposing?	Although difficult to judge because pump sales are not as readily tracked, even by the U.S. standard association, the Contractors Pump Bureau (CPB), Holland stands at about 3% of the portable pump market.	*
13	What is your Canadian market share for the solutions that you are proposing?	Our Canadian operations are just unfolding, with three (3) dealers set to sign before year's end. This is in addition to the prospect of having a company-owned location near Pointe- Claire, Quebec. A pair of XPV's principles are domiciled in eastern Canada.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer & a service provider, supplemented by an independent dealer network nationwide. Expanding our footprint, we anticipate having (14) company-owned locations by 2022 end. Each location has 2-3 salespersons & 3-4 service personnel. Our dealer network provides an extra (17) Holland sales and service outlets to cover Participating Entities nationwide.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We offer a two-year warranty now to Sourcewell, so we are confident in our product quality is excellent. We are striving, though, to improve the overall customer experience by having the ISO 90001 certification process begin in 2023. Otherwise, we have safety certifications at each company branch depending on their market.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Holland Pump has never had any actions taken against the company related to Suspension or Disbarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Other than local recognition, Holland Pump has not received any awards or recognition in the past 5 years.	*
19	What percentage of your sales are to the governmental sector in the past three years	We are integrating figures from acquisitions as well. Approximately 7% of new pump sales are from government entities.	*
20	What percentage of your sales are to the education sector in the past three years	We currently do not have any recordable sales to the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Please note: Until the second quarter of 2021, Holland Pump did not have a dedicated sales team for Municipal Sales. HGAC - $63,000 VASA - $28,760 FSA - $86,564	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We have just started the GSA product qualification process with Federal Contracts Corp as our agent.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Palm Beach County Fleet West Palm Beach, Florida	Jason Josephs	561-233-4571	*
The Port Authority of NY and NJ	Anthony Armao	516-375-1809	*
Ohio DOT – District 2	Robert Shirey	419-373-4453	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
JEA, #7	Government	Florida - FL	PT4 Super Silent Pumps	$378,000	$392,000	*
City of Houston	Government	Texas - TX	8" Trailer Mounted Pumps	$111,030	$111,030	*
Port Authority of NY NJ	Government	New York - NY	6" Silenced Trailer Mounted Pumps	$196,242	$196,242	*
South Florida Water District	Government	Florida - FL	Axial Flow Pumps 12 x 8 pumps and pipe	$552,622	$640,889	*
Hillsborough County	Government	Florida - FL	6" Trailer Mounted Pumps; Pump Rentals	$266,622	$292, 334	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	We currently have (28) company salespersons nationwide, not including upcoming acquisitions.	*
26	Dealer network or other distribution methods.	We have a dealer network nationwide that we are committed to expanding.	*
27	Service force.	We have 36 dedicated service personnel.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders, direct or through dealers, go through the our contract team leader via email, and consequently secured to our Microsoft Teams folder as outlined.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We are often an emergency-based business due to our rental fleet business, so we are available 24/7 via phone or text to our sales and service personnel, email during the day. We are dedicated to customer service for 100% satisfaction. Example: Our rental business states that if the customer is not satisfied with our equipment, we will reimburse the rental.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We cannot stress enough that we find this contract very important. Very willing and able with our resources.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have expansion plans for Canada. Very willing.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NONE.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are offering to service ALL participating entity sectors our all of our goods and services nationally. We have a national presence. Although we do have other cooperative contracts	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We have no restrictions to these outlying participating entities.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We have ramped-up our marketing efforts from a regional setting to a national scope, owing to our continued explosive growth nationally. We have and will employ heavy social media, tradeshows, local municipal sponsorships & activities, training of our sales force on how to sell the Sourcewell contract, including a growing dealer network. We have hired an experienced lead to aggressively oversee the development of the Sourcewell contract, as evidenced by his visit this summer to your Staples HQ to re-acquaint & get up to speed on the current bidding process. We wish to employ web-based seminars and pump training videos under the Sourcewell sponsorship as you offer these opportunities.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Besides our excellent website, we are on many channels. This includes Twitter, LinkedIn, YouTube, Facebook, & Instagram We have posts on these sites several times weekly.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Initially, Holland would appreciate a visit from Sourcewell in some form to assist in training our sales group. We have already laid groundwork in an earlier internal sales summit regarding the possibility of being on your contract. Our sales group anticipates a metric that includes calling on municipalities a determined amount of times per week. We will participate in as many Sourcewell sponsored or directed activities including your marketing offerings such as reaching out to Participating Entities through member lists.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We are slated to be on an e-procurement system in late 2022 after we bring a new CRM online in the 1st/2nd quarter of 2022.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We appreciate any opportunity to provide training to Participating Entities! The training is optional, and it may cover equipment, maintenance, or operator information as requested. Factory and Dealer representatives provide professional training in the classroom and hands-on in the field. Holland Pump provides this training at no cost to Participating Entities.	*
40	Describe any technological advances that your proposed products or services offer.	We fully remote/ automated pump controls and monitoring available with upgradeable ability as technology advances. We also have a true cutter pump that will be of incredible value to Participating Entities who pump harsh materials that usually clog pumps.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Holland Pump has a long history of working with the SFWMD (South Florida Water Management District) and other water management agencies and also on ACOE (Army Corp of Engineers) on conservation projects. Because of reliability, our Hydraulically Driven Submersible are widely used by these agencies for dewatering. Holland identified the Green Initiative as early in 1999, converting from standard hydraulic oil to canola oil which is biodegradable. Later, we introduced mineral oils which proved to have even higher reliability & a lower risk of hurting the environment. Holland Pump has also stayed at the forefront of control panels which can be automated to start and stop remotely or by pressure transducer or by float mechanisms, avoiding excessive fuel use, lowering consumption and air pollution. Holland Pump uses the only the best environmental oils and has complied with all EPA requirements for the use and manufacture of pumping systems which are now mandated to be Tier 4 Final. Holland Pump is able to incorporate telemetry to remotely monitor warnings and shutdowns, to auto-start/stop pumps, and to monitor GPS locations. Used in combination with VFD's (Cariabale Frequency Drivess) and electric motors, these systems optimize power use according to the exact horsepower and flows required improving efficiency & again, lowering consumption.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We utilize only EPA approved Tier 4 engines in our U.S. and Canadian sales of pumps.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	By contract, we solely sell to Federal Agencies exclusively through supporting Federal Contracts Corp, a Service Disabled Owned Small Business & HUB Zone Business. We are also in the process of getting qualified on GSA & the DLA through FCC.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We have a group of tenured employees who seek innovation. We are the industry consensus top two, if not the top, quality supplier of hydraulic pump equipment. Innovation in this product is the totally unique Triple Play Hydraulic System. We are on the cutting edge with developing the newest industry game changing Holland Diesel Drive Cutter Pump. This unit will help solve the problem of having to dedicate technicians just to keep emergency backup lift station pumps operational. This is HUGE! We also have a wide selection of smaller, highly efficient wellpointing pumps that are cost effective, especially for tightly budgeted groups. Overall, we offer a mix of extensive pump & pump system knowledge with excellent products. We are very accommodating and easy to work with as a partner.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, all of our products, parts, and labor from manufacturing and material defects.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. However, evident abuse of the products is cause for affecting coverage. Please note Line item 49 below for engines/ motors.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have a wide geographical range of coverage. However, in the unlikely event we do not service an area, or if the service event occurs while the area designated service group is on other calls, Holland Pump will find and assign a qualified service group to provide proper, prompt, & professional service and attention to the Participating Entity.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We will cover ALL pump-related service items. As is with the industry norm, all engine and motor warranties will be advanced WITH THE ASSISTANCE OF HOLLAND PUMP to the manufacturer to be promptly addressed, as the Participating Entities' advocate. The engine manufacturers generally offer an industry accepted two-year warranty or 1,800 hours, whichever comes first.	*
50	What are your proposed exchange and return programs and policies?	Exchanges will be made on a case-by-case basis. All returns must have a Returned Goods Authorization number (RGA#) issued from Holland Pump for acceptance of possible warranty items and general product returns for tracking purposes.	*
51	Describe any service contract options for the items included in your proposal.	We offer preventative maintenance (PM) programs to field service Holland Pump equipment every 250-hours or as requested by the Participating Entity. This includes oil change, other fluid and mechanical checks, and vacuum/ pump priming checks.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	We are providing Sourcewell with a value-added Two-Year Limited Warranty against manufacturing and material defects. Our standard is a One-Year Limited Warranty.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We are offering preventive maintenance (PM) to service pumps in our network where applicable. For a nominal charge, routine service is provided every 250-hours of operation. This includes oil changes and other serviceable items to keep the Participant up-and-running. 100% satisfaction guaranteed or the PM charge is returned.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Our terms are Net 30 days. Accepted payment is by check, bank card (3% fee), or similar electronic fund transfers.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	We utilize New Line leasing Corporation to assist in funding new, used, and leasing of equipment.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have a signature & PO section at the bottom of our quotes to approve the offer. This form is utilized for sales and service.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. There is a 3% fee associated with utilizing this payment process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are offering a product category (across the board) discount, which is very favorable to Participating Entities.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discount across all products is higher/ better than any standard Holland Pump category of discounting. The discount is 12%.PLEASE NOTE: From the outset, our list price is set-up often lower than industry standard.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	There is an extra 1% for early payment. In addition, an extra 1% is allowed for prompt payment of orders over $100,000 USD.	*
61	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	We will offer options for Participating Entities for Open Market items for each requested quote as requested.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Other than freight, we do not employ charges for pre-delivery inspection or set-up. We provide training at no cost. We do not provide permanent installation services, but we can advise and assist with pump selection through engineering and experience.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We will research and offer to the Participating Entity the best cost and time effective freight rate available. We assess, with Participating Entity, how to ship on a case-by-case basis with Holland's shipping department. We attempt to utilize our purchasing power with freight companies, and we will pre-pay freight and add to the customer bill unless otherwise instructed.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	With such a flux in fuel costs and other shipping-related expenses in our current economy, we utilize several freight forwarders on a case-by-case basis. These companies specialize in these moves, especially for offshore requirements such as U.S. bases in Guam.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We offer free freight to Participating Entities within Florida.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We are offering an additional 2% discount. This is better than our stocking distributors and other cooperative contract discounts moving forward. We see the great value of the Sourcewell contract. Please note that our pricing structure is now a bit different; the list price is lower overall in the market than others at the outset.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We have a process we will follow as with our other awarded municipal cooperative buying contracts/ agreements. We have a one-person contact with Sourcewell as receiving conduit (Team Lead), with two (two) back-up personnel. All incoming email correspondence for the contract is set-up by rule to go into our Microsoft Teams "Municipal Team" folder/ company file sharing. Our Accounts Payable (AP) Department is a member of the Municipal Team, and they receive alerts for correspondence including purchase orders. Near the end of the quarter, the AP group relays sales figures to the Team. After review, the Team confirms the figure(s) for payment. The Team lead/ contract contact reports back to the contract owner, and the AP group issues appropriate funds to cover the contract fee.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We update key metropolitan statistical areas (MSA's) twice yearly to check market share with the governing body of the (AEM) Contractor's Pump Bureau pump sales statistics. We also have a monthly upper management meeting to review sales progress versus goals, including municipal sales.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As growing company, we would like to propose a 1% fee; however, we are open to the 2% maximum if Sourcewell deems it necessary.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Hydraulically Driven Submersible Systems 4"-30"; Rotary Wellpoint Pumps & Accessories 4"-12";Suction Lift Pumps from 3"-18";Diesel Jet Pumps 4"-8"; Diesel Axial Flow Pumps 18"-42"; High Head Suction Lift Pumps 4"-18" Pumping accessories such as hose, pipe fittings, and accessories Preventative Maintenance Services	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Emergency Back-up Lift Station Pump Bypass Pumping Equipment Fire Suppression Equipment Wellpoint Pumps and Accessories Dewatering Equipment Portable Dewatering Equipment Pump Accessories Permanently Mounted Back-up Pumps	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	○ Yes ◉ No	N/A	*
73	Hydro or air excavation equipment	○ Yes ◉ No	N/A	*
74	Jetters and rodders	○ Yes ◉ No	N/A	*
75	Dewatering, mud, trash, and centrifugal pumps	◉ Yes ○ No	We offer a complete portfolio of dewatering, mud, trash, centrifugal pumps, and more.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	◉ Yes ○ No	Extensive list of rental fleet-proven products for standby portable and fixed emergency back-up diesel driven pumps.	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	◉ Yes ○ No	We have parts departments at all company stores and dealers across the country.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	We offer the Triple Play combination unit. The premise is one hydraulic power pack that can power three type pumps: suction lift, submersible, & jet/ dewatering pumps. This set-up is the choice for confined/ small spaces. This allows the operator more room to work, and to work remotely in potentially hazardous (esp. gaseous) conditions. Also, see below for our related cutter pump.	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	We will be offering a specialized portable/ emergency lift station standby diesel cutter pump series that will allow less down time cleaning out debris, especially sewage related items, from the pump casing. Also provides the operator less exposure time to hazardous materials.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A		

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Holland Pump - Sourcewell Pricing - All List Pricing - Take 12% off for NET.xlsm - Tuesday October 12, 2021 16:14:43
- Financial Strength and Stability - Holland Pump 2020 Audit Report.pdf - Tuesday October 12, 2021 16:15:13
- Marketing Plan/Samples - HOLLAND TRIPLE PLAY PUMP SET.pdf - Tuesday October 12, 2021 16:15:28
- WMBE/MBE/SBE or Related Certificates - FCC Capabilities Statement 2021.pdf - Tuesday October 12, 2021 16:18:36
- Warranty Information - Holland Pump Two-Year Warranty.pdf - Tuesday October 12, 2021 16:19:35
- Standard Transaction Document Samples - Holland 4-inch Vac Priming Enclosed Pump 10-2021 JB.xlsx - Tuesday October 12, 2021 16:20:06
- Upload Additional Document - Holland Pump Dealers.pdf - Tuesday October 12, 2021 16:28:12

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Robert Hennessy, Natl Sales, Holland Pump

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☑	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☑	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☑	1

HOLLAND PUMP
FINISH FASTER

SALES QUOTE

QUOTE No.:14148

Customer #: CITY0210
Customer: CITY OF TRACY PUBLIC WORKS DEP
Address: 520 TRACY BLVD.
TRACY CA 95376

Site: CITY OF TRACY PUBLIC WORKS
Address: City of Tracy Public Works
520 Tracy Bvd
Tracy CA 95376

Customer Order #:
Quote Date: 11/27/2023
Division: 1066
Sales Person: CARL CALABRESE

Contact: JAMES THOMPSON
Phone: 209-831-6371

Site Contact: Adrian Taylor
Phone: 209-483-6815

Equipment	Description	Qty Ordered	Qty B/Ordered	Unit Price	Sales Value	TAX	Line Total
MISC	Atlas Copco PAS F88 JD-S 125HP FT4, 8" Pump, Wheel Mount, Enclosed	1	1	$89,950.00	$89,950.00	$0.00	$89,950.00
MISC	8" Flange x 8" Bauer SOC	1	1	$415.00	$415.00	$0.00	$415.00
MISC	8" x 10 ft. Suction Hose, M x F Buer	2	2	$998.00	$1,996.00	$0.00	$1,996.00
MISC	8" RH STrainer x Bauer Coupling	1	1	$485.00	$485.00	$0.00	$485.00
MISC	8" Flange x 6" Male Cam Lock	1	1	$467.50	$467.50	$0.00	$467.50
MISC	6" x 50 ft. Red LF Disch. Hose, M x F Cam	4	4	$515.00	$2,060.00	$0.00	$2,060.00
MISC	8" x 15 ft. Kanaline x Bauer suction hose	1	1	$1,073.00	$1,073.00	$0.00	$1,073.00
MISC	Dual Float Switches, 40 ft.	1	1	$440.00	$440.00	$0.00	$440.00
FREIGHT	FREIGHT	1	1	$4,800.00	$4,800.00	$0.00	$4,800.00

Notes:
REVISED 4-23-24
The pump is offered thru our Sourcewell contract 101221-HLD
This 8" Enclosed Wheel Mounted unit has a 6 - 12 week lead time
Comparable to the first pump you purchased from us, though
the model / engine has changed.

Pumping capacity to 3750 GPM, heads to 196 ft.

More options have been added, though items and
quantities can be adjusted to your budget.

Terms are N-30 with purchase order.
ANY CA SALES OR USE TAXES
ARE THE PURCHASERS RESPONSIBILITY

Carl Calabrese
carlc@hollandpump.com
386-426-1345 x 6603

SUB TOTAL:	**$96,886.50**
FREIGHT (SHIPPING/DELIVERY):	**$4,800.00**
TAX:	**$0.00**
TOTAL:	**$101,686.50**

DATE ISSUED: 4/23/2024

November 19, 2024

Agenda Item 1.L

RECOMMENDATION

Staff recommends that City Council adopt a Resolution 1) Approving the execution of a General Services Agreement with Calgon Carbon, a Delaware Corporation for Capital Improvement Project No. 75126, for removal and replacement of granular activated carbon for the John Jones Water Treatment Plant for a sixteen-month term in a total not-to-exceed amount of $1,206,478; and 2) Reject Carbon Activated Corporation's bid as non-responsive.

EXECUTIVE SUMMARY

This agenda item seeks adoption of a resolution by the City Council approving the execution of a General Services Agreement (GSA), for Capital Improvement Project (CIP) No. 75126, with Calgon Carbon, a Delaware Corporation ("Calgon") (Contractor) for a sixteen-month term with a total not-to-exceed amount of $1,206,478. Execution of this GSA will allow the removal of all current filter media in six (6) filters and replace it with new domestically produced and sourced granular activated carbon (GAC), per specifications, while obeying all rules and regulations of local, State, and Federal regulation at the John Jones Water Treatment Plant (JJWTP). The Contractor has been selected as the lowest qualified bidder from the list of proposals received in response to the Notice Inviting Bids (NIB) issued on August 14, 2024. The GSA will enable the removal and replacement of GAC providing better quality and more flow of the City's domestic water supply at the JJWTP. The approval of this action is contingent upon the City's Council's adoption of an updated Operating and Capital Budget for the Fiscal Year ending June 30, 2025, augmenting the existing budget to provide funds needed for this project. That action is being presented concurrently in a separate agenda item.

BACKGROUND AND LEGISLATIVE HISTORY

The JJWTP has the capacity to treat up to thirty (30) million gallons a day (mgd) of water. As a part of the water treatment process, the water flows through six (6) filters containing media. Not all filters are utilized at the same rate. Filters 1 – 3 are used on a regular basis while filters 4 – 6 are used when demand is higher or there are issues with filters 1 – 3. The media in these filters must be refurbished or replaced on a regular cycle to ensure the City is meeting water quality standards and providing the output required to fulfill City demand.

In 2007, the City added new GAC media to all six filters. It did not provide any new or additional media until 2017 when the City replaced the GAC media in filters 1 – 3. In 2019, the City replaced the GAC media in filters 4 – 6 and provided a refresh through additional fill media in 2021.

In 2023, Filters 1 - 3 were observing a shorter run time with less gallons produced compared to prior years. It was also noted the material was greatly reduced in particle size indicating extreme wear. Filters 4 - 6 were also experiencing signs of wear but not at the same rate as filters 1 - 3 which are used more actively. Due to the visible signs of wear, in the fall of 2023,

a technical study was performed on the media under a Master Professional Services Agreement with Carollo Engineers, to determine if there was an issue with the media along with possible cause and solution.

Per the results of the technical study, it was identified that the media in filters 1 - 3 was beyond its useful life and 4 – 6 contained slightly less wear but was also beyond useful life. With this information, it was recommended that Filters 1 – 3 should be prioritized for complete replacement over Filters 4 – 6, but those filters would need replacement as soon as possible to ensure maximum performance. Carollo recommended a re-agglomerated thermally activated bituminous coal, domestically sourced, and produced, be used to replace the existing GAC at the JJWTP. This is the same source material currently in use at the treatment plant. Since this recommendation was made approximately a year ago, the filters 4-6 have deteriorated to the extent that they are beyond their useful life and needs to be replaced right away.

ANALYSIS

On August 14, 2024, in accordance with Tracy Municipal Code 2.20.180, the City released a Notice of Inviting Bids (NIB) for the replacement of filter media in all six (6) filters at the JJWTP. The project is to be conducted in a two-phase approach as funding for CIP 75126 was initially secured with an estimated total for only the first three (3) filters. However, according to the technical studies and observations from the Spring of 2024, the additional three (3) filters would need to be replaced as soon as funding was able to be secured, therefore, would be a second phase of removal and replacement.

A total of two (2) proposals were received by the City, prior to the deadline. The two (2) proposals were reviewed by an internal committee consisting of Utilities staff from Water Operations experienced in the work. The committee determined that only one vendor met all required specifications and was responsive.

Vendor Name	**Price**	**Unit**
Calgon Carbon Corporation	$1,206,478	6 filters
Carbon Activated Corporation	$1,132,102	6 filters

Staff recommends award of an agreement to Calgon Carbon Corporation as the lowest responsive bidder with good references and has completed similar work with the City of Tracy in a satisfactory manner.

Carbon Activated Corporation was found to be non-responsive as their proposal did not meet the Part 2 Products 2.01 Filter Granulated Activated Carbon quality requirements in the NIB. Their proposal identified a product that was manufactured in China and was refurbished not new GAC. Therefore, staff is requesting that City Council reject their bid as non-responsive.

CEQA DETERMINATION

The project is for the removal and replacement of filter media at the John Jones Water Treatment Plant and approval of it will not result in the physical change in the environment, therefore this action is not considered as a project defined by Section 21065 of the Public Resources Code.

STRATEGIC PLAN

This agenda item is consistent with the City's Quality of Life Strategy and meets the goals to ensure physical infrastructure and systems necessary for the health and safety of the Tracy community through improved water quality.

FISCAL IMPACT

The Water Treatment Plant Media Filter Replacement Project, CIP 75126, is an approved Capital Improvement Project with budget of $1,528,030. Additional appropriations were requested with the Quarter 1 Budget Update in the amount of $514,472 for total budget of $2,042,502. There will be sufficient funds available for the not-to-exceed amount of $1,206,478, the funding and project budget is as follows:

Funding Source	Budget	Expenses	Balance
513 - Water Capital	$ 1,528,030	$ 836,024	$ 692,006
Original Budget	**$ 1,528,030**	**$ 836,024**	**$ 692,006**
Q1 Request	$ 514,472	$ -	$ 514,472
Revised Budget	**$ 2,042,502**	**$ 836,024**	**$ 1,206,478**

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that City Council adopt a Resolution 1 Approving the execution of a General Services Agreement with Calgon Carbon, a Delaware Corporation for Capital Improvement Project No. 75126, for removal and replacement of granular activated carbon for the John Jones Water Treatment Plant for a sixteen-month term in a total not-to-exceed amount of $1,206,478; and 2) Reject Carbon Activated Corporation's bid as non-responsive

Prepared by: Lea Emmons, Water Operations Superintendent

Reviewed by: Stephanie Reyna-Hiestand, Assistant Director of Utilities
Sara Castro, Director of Finance
Bijal Patel, City Attorney
Karin Schnaider, Assistant City Manager/Interim Director of Public Works

Approved by: Midori Lichtwardt, City Manager

Attachments:

A – General Service Agreement for John Jones Water Treatment Plant Filter Media Replacement CIP 75126

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

CITY OF TRACY
GENERAL SERVICES AGREEMENT WITH
John Jones Water Treatment Plant Filter Media Replacement CIP 75126

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Calgon Carbon, a Delaware Corporation (**Contractor).** City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Contractor to perform media filter replacement services at the John Jones Water Treatment Plant as further described in Exhibit A.

B. On August 14, 2024, the City issued a Notice Inviting Bids (NIB) for John Jones Water Treatment Plant Filter Media Replacement CIP 75126 (**Project**) pursuant to Tracy Municipal Code 2.20.180. On September 5, 2024, Contractor submitted its proposal for the Project to the City. City has determined that Contractor possesses the skills, experience, and certifications required to provide the services.

C. 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.

D. This Agreement is being executed pursuant to Resolution No. 2024-____ approved by Tracy City Council on November 19, 2024.

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: Ben Goecke**.** Contractor shall not replace its Authorized Representative, nor shall Contractor use or replace any subcontractors or subconsultants, 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.

1.1 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same or similar scope of services described above during the term of this Agreement. The City further reserves the right to assign work, at its sole discretion, to contractors other than Contractor based on the City's budget, experience, and skills of the contractors based on the City's specific needs.

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. Contractor 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 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.

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

2.1 Term. The term of this Agreement shall begin on November 19, 2024, and end on February 28, 2026, unless terminated in accordance with Section 6.

3. Compensation. City shall pay Contractor 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. Contractor's total compensation under this Agreement shall not exceed $1,206,478 total. 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."

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

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

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

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.

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

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:

Director of Public Works
520 S. Tracy Blvd
Tracy, CA 95376
publicworks@cityoftracy.org

To Contractor:

Calgon Carbon
Attn: Jeremy Jones
3000 GSK Drive
Moon Township, PA 15108

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,

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

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 r**e**mainder 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. <u>Signatures</u>. 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]

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

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

City of Tracy

By: Nancy D. Young
Title: Mayor
Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Bijal M. Patel, City Attorney

Contractor
Calgon Carbon, a Delaware Corporation

Signed by:
Jacob Blake
B20403A8B1554FB...
By: Jacob Blake
Title: DWS Project Manager
Date: 10/3/2024 | 2:03 PM PDT

Federal Employer Tax ID No. 250530110

DocuSigned by:
Jeremy J. Jones
58B51D81E81D417...
By: Jeremy J. Jones
Title: DWS Project Manager
Date: 10/3/2024 | 1:39 PM PDT

Exhibits:

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

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

EXHIBIT A - Scope of Work

The scope of work generally includes removal, disposal, and replacement of the existing Granular Activated Carbon (GAC) filter media from filters 1, 2, 3, 4, 5, and 6 at John Jones Water Treatment Plant in Tracy, CA (Project Site) with new GAC. The Contractor shall perform all work in accordance with the following the following requirements.

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. CONTRACTOR shall be responsible for removing GAC from existing filters and properly disposing of the material.
   2. CONTRACTOR shall provide CITY time to inspect, backwash, and disinfect the underlying sand for each the filters as specified herein.
   3. CONTRACTOR shall provide, transport, and deliver the filter GAC media at a location within the Project Site approved by the CITY.
   4. CONTRACTOR shall install the GAC media over the existing sand layer in Filters 1, 2, 3, 4, 5, and 6.

B. Filter Media Quantity:
   1. Filter Dimensions:
      a. Existing Filters No. 1, 2, 3, 4, 5, and 6: 640 square feet (each filter).
   2. CONTRACTOR shall provide sufficient media such that after placement, soaking, backwashing, and leveling, the final depth of the media is . The new GAC will be placed over 12-inches of the existing filter sand bed. Existing filter sand layer shall be left in place undisturbed when CONTRACTOR removes the existing GAC.

1.02 REFERENCES

A. American Water Works Association (AWWA):
   1. AWWA B 100-16 Granular Filter Material, including any addenda.
   2. AWWA B 604-18 Granular Activated Carbon, including any addenda.

B. NSF International:
   1. NSF/ANSI 61-2023: Drinking Water System Components.

C. American Society for Testing and Materials (ASTM):
   1. ASTM C123 Standard Test Method for Lightweight Particles in Aggregate.
   2. ASTM E 11 Standard Specification for Woven Wire Test Sieve Cloth and Test Sieves.
   3. ASTM D 2854 Standard Test Method for Apparent Density of Activated Carbon.
   4. ASTM D 3174 Standard Test Method for Ash in the Analysis Sample of Coal and Coke from Coal.
   5. ASTM D 3175 Standard Test Method for Volatile Matter in the Analysis Sample of Coal and Coke.
   6. ASTM D 4607 Standard Test Method for Determination of Iodine Number of Activated Carbon.

D. Food Chemical Codex: Fourteenth Edition, including any supplements.

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

1.03 SUBMITTALS

A. Submit in accordance with the industry standards and listed requirements.

B. Submit qualifications of the independent testing laboratory(ies) for approval.

C. Complete GAC Analysis
   1. Sieve analysis (particle size distribution), effective size, and uniformity coefficient.
   2. Moisture (AWWA B 604).
   3. Apparent density (AWWA B 604 or ASTM D 2854).
   4. Iodine number (ASTM D 4607).
   5. Abrasion resistance (AWWA B 604 - RO-Tap method).
   6. Water extractables test (per Food Chemical Codex).
   7. Ash content (ASTM D 3174).

D. GAC Submittals:
   1. Manufactured GAC Testing and Samples.
      a. Purpose: To demonstrate that media produced during the manufacturing process is consistent with contract requirements.
         1) It is anticipated that there may be a reasonable variation in the effective size and uniformity coefficient between different media lots produced during the manufacturing process for the Project.
         2) CITY may reject any or all individual lots produced during the manufacturing process that do not meet the requirements of the specification. Rejected lots will not be shipped to the Project site without additional remanufacturing or reprocessing and subsequent approval of test results by the CITY.
      b. Schedule:
         1) GAC samples and test result approval is required not less than 14 days prior to shipping of the media from the point of manufacture.
         2) Separate submittals for individual production lots are required for large media quantities involving production runs over an extended duration. It is anticipated that individual lot test results will be submitted to the CITY as soon as they are available during the production of the GAC.
      c. Requirement:
         1) Certified test results of Complete GAC Analysis (1.03.C), from an approved Independent Media Testing Laboratory (1.03.B) employed by the CONTRACTOR.
         2) Sample collection and frequency for individual production lots shall be in accordance with AWWA B 100. All test results shall be identified by traceable production lot and bag identification.
         3) Manufactured GAC Samples:
            a) Submit one sample of each production lot.
            b) Shipped in durable, non-glass containers of not less than 1/2 cubic foot, clearly labeled with Project name, GAC source, effective size, uniformity coefficient, and apparent density.
            c) CITY reserves the right to retest (at CITY's expense) the samples to confirm that the samples reasonably match certified test results submitted.

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

2. Delivered Media Testing.
    a. Purpose: To demonstrate that GAC delivered to the Project site matches the Manufactured GAC.
        1) Media shall be sampled and tested for effective size, uniformity coefficient, and GAC apparent density by the approved independent laboratory employed by the CONTRACTOR.
        2) Although variation may be acceptable, the CITY reserves the right to use the test results to direct the CONTRACTOR to install individual bags or lots in different filters to provide the best possible media compatibility matches at no additional cost to the CITY.
        3) The CITY reserves the right to test the GAC received at the Project site at the CITY'S expense.
        4) GAC that does not comply with the specified requirements, certified test results, or acceptance criteria may be rejected at the sole discretion of the CITY and shall be replaced with approved GAC at no additional cost to the CITY. The rejected media shall be removed from the project site and appropriately disposed of by the CONTRACTOR at no additional cost to the CITY.
        5) If the delivered GAC is rejected by the CITY, an independent laboratory, acceptable to the CITY, may be employed by the CONTRACTOR to sample and test disputed material. For material that is not in compliance with the specified requirements, the CONTRACTOR shall bear the cost of testing the delivered media and any retesting required by the CITY to demonstrate compliance. Otherwise, the CITY is responsible for costs of testing the delivered media.
    b. Schedule: After delivery to the Project site and before installation.
    c. Requirement:
        1) Sample collection in accordance with AWWA B 100.
        2) Test results provided by the independent lab, acceptable to the CITY.
3. Installed GAC Testing.
    a. Purpose: To document the characteristics of the installed GAC in each filter for the use of the CITY in tracking changes in GAC characteristics over time. It is understood that the effective size and uniformity coefficient of the installed GAC, after placement, soaking, and backwashing, may differ from values prior to installation. Therefore, acceptance of GAC will be based upon the results of the Delivered GAC testing, not Installed GAC testing.
    b. Schedule:
        1) GAC shall be sampled after complete installation, soaking, and backwashing of all GAC to the required depth.
    c. Requirement:
        1) Collect media samples using a clean trowel or sampling tube to provide a sample from the entire filter depth.
        2) Store samples in clean clear plastic bags, securely sealed and labeled with location, and collection date using indelible marker.
        3) Provide test results of the GAC effective size, uniformity coefficient and specific gravity for each sample. ASTM C 123 will be used to separate the sand from the GAC in each sample.
        4) Sampling Locations:
            a) Collect one sample from each quarter quadrant and combine the four samples to make one composite sample per each filter cell. Each filter has two cells.

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

b) Sampling and testing is the responsibility of the CONTRACTOR using a laboratory approved by the CITY.

E. CONTRACTOR's written certification of the following:
1. Volumes of existing GAC removed from each filter cell.
2. Proposed disposal site for existing GAC (subject to approval by CITY).
3. Vertical measurement from the top of the concrete filter box wall and the top of the sand layer remaining after existing GAC removal and bed leveling, measured at least two locations along each filter cell wall.
4. Disinfection procedures and results.
5. Volume, dry weight, and thickness of GAC media installed in each filter cell.

F. Digital photographs to document the following conditions:
1. Immediately prior to commencement of existing GAC removal.
2. During existing GAC removal.
3. After existing GAC removal and before CITY inspection, cleaning, and, backwashing of the underlying sand for each filter cell.
4. After CITY in-filter activities and before CONTRACTOR installation of GAC.
5. During installation of GAC media.
6. After completion of GAC media installation in each filter cell, including visual indication of achievement of specified top-of-GAC media elevation after backwashing and topping off of media.
7. After final cleanup.

G. Existing GAC disposal plan for approval by CITY.

H. Certificates: Submit proper documentation showing ANSI/NSF-61 certification of all supplied GAC.

I. GAC installation instructions from the GAC supplier including approved mixing plan, washing requirements and procedures.

J. Filter GAC Mixing Plan: Based upon GAC testing information, CONTRACTOR shall develop and provide a mixing plan designating the number of the bags and the order in which the bags should be used to fill each filter cell in order to obtain GAC physical characteristics and depth that conform to this specification. Testing data and calculations used to develop the mixing plan shall be provided to the CITY before installing the GAC.

K. Submit GAC head loss curves.

1.04 QUALITY ASSURANCE

A. All testing of filter media shall be performed by an CITY-approved independent testing laboratory employed by the Supplier.

B. All sampling and testing shall be performed in accordance with the requirements of AWWA B 604 except as modified and supplemented herein. Approved samples shall meet the requirements of AWWA B 604, including all addenda.

C. CONTRACTOR shall not place GAC in the filter cells before the CITY has approved the delivered media (1.03.E.2). Any media placed in the filter without the CITY's acceptance

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

shall be subject to rejection, removal, and replacement by the CONTRACTOR at no cost to the CITY.

D. Determination of particle size distribution:
   1. Determine particle size distribution by screening through standard inspection grade or calibration grade sieves, Tyler fourth root of two series or equivalent U.S. series.
      a. Sieve dimensions shall conform to ASTM E11 Table 1.
      b. Sieves are to be certified ASTM E11 Standard Calibration Grade or Inspection Grade. The certified values for the average aperture sizes are to be utilized in performing the sieve analysis.
   2. Determine percent sizes from a plot, on semilog or probability paper, of the percentages of the material passing each sieve against the rated opening of the sieve or the equivalent diameter of the grains.
   3. Define percent size as the size of the theoretical opening of a sieve through which that percentage of the filter media, by weight, will pass. For example, if the size distribution of the filter media particles is such that 10 percent of the sample is finer than 0.50 millimeters, the filter media shall be said to have a 10 percent size of 0.50 millimeters.
   4. Define uniformity coefficient as the ratio of the 60 percent size to the 10 percent size of the filter media.

1.05 PRODUCT DELIVERY AND STORAGE

A. Packaging:
   1. Filter GAC shall be packaged in 1/2 ton ultraviolet-resistant polyethylene bags (super sacks with bottom pour spout) on pallets. Each bag of material shall be clearly marked with the following information: effective size, uniformity coefficient, source, date of bagging, individual bag number, and lot identifier.

B. Place or store all filter media only in designated staging areas within the site and approved by the CITY. Polyethylene bags shall be placed on pallets supplied by the CONTRACTOR.

C. All filter media at the jobsite shall be stored off the ground, protected from weather, and covered with a suitable membrane by the CONTRACTOR to prevent contamination of the media from windblown debris and soil. All filter media is subject to gradation and retesting at the CITY's direction if visual evidence of contamination is observed or suspected.

D. Placement of filter media in the filters shall comply in all respects with AWWA B 604, except as modified or supplemented herein.

PART 2 PRODUCTS

2.01 FILTER GRANULAR ACTIVATED CARBON (GAC)

A. Quality:
   1. Carbon shall be based on bituminous coal. Carbons based on wood, lignite, subbituminous, peat, or coconut shall not be permitted. Product shall be virgin GAC.
   2. Manufacturing process shall include re-agglomeration. Carbon shall be manufactured in the United States by a supplier with a minimum of 5 years experience. Product shall have 5 years history in water treatment.
   3. Extruded or pelletized carbon shall not be accepted.

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

4. Carbon shall be thoroughly washed, screened, and free of clay, loam, dust, dirt, organic matter, and other foreign material.
5. GAC shall conform to AWWA B604 in addition to the modifications listed herein. GAC shall also conform to Food Chemical Codex when tested under the conditions outlined in the Food Chemical Codex.
6. Controlled activation shall produce a material having a high internal surface area with optimum pore size for the effective adsorption of a broad range of high and low molecular weight organic material. Carbon shall have a minimum iodine number of 900 milligrams/gram.
7. Carbon shall be composed of hard, durable grains with an abrasion resistance of no less than 75 by the RO-tap method.
8. Maximum moisture content of the as-packed GAC shall be 2 percent.
9. Maximum Total Ash: 8 percent.

B. Size:
   1. GAC shall meet the following requirements:
      a. Effective (10 percent) size (mm): 1.3 to 1.5.
      b. Uniformity Coefficient: Less than 1.4.
      c. Larger than No. 8: No more than 15 percent.
      d. Smaller than No. 16: No more than 5 percent.
   2. The particle size distribution shall be determined as indicated in 1.04.D of this Specification Section.

C. Depth: 48-inches final.

2.02 ACCEPTABLE SUPPLIERS

A. Filter GAC:
   1. Calgon Carbon Corporation a Kuraray Company
      3000 GSK Drive,
      Moon Township, PA 15108
      412-787-6700
   2. Jacobi
      432 McCormick Blvd.
      Columbus, OH 43213
      714-292-6198
   3. Norit Activated Carbon
      3200 University Ave
      Marhsall, TX 75670
      903-923-1000
   4. Xylem + Evoqua
      251 W. Channel Road
      Benicia, CA 94510
      916-730-2384
   5. No substitution allowed.

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

PART 3 EXECUTION

3.01 GAC REMOVAL

A. Prior to initiating removal of the existing GAC, plant staff will drain Filters 1, 2, 3, 4, 5, and 6, as far as possible while maintaining the remaining filters in operation.

B. CONTRACTOR will remove existing GAC layer from Filter 1, 2, 3, 4, 5, and 6, while minimizing disturbance of the underlying sand layer. The existing GAC layer is approximately 48 inches deep (underlying sand layer is approximately 12 inches deep). Do not remove sand underlying existing GAC layer.

C. Do not stand or walk directly on any layer of the existing filter media. Workers entering the filter boxes shall walk on clean plywood mats that will sustain their weight without displacing the filter media. Minimum dimensions of the plywood mats shall be two feet by two feet by 1/2 thick.

D. Properly dispose of existing GAC at a facility approved by CITY.

E. Mark the walls of each filter at a level 60 inches above the filter cap to indicate the target level of the top of the GAC media after GAC placement, backwashing, scraping, and topping-off activities.

F. Clean up any spills that occurred during the removal of the existing GAC.

3.02 CITY INSPECTION

A. CONTRACTOR shall provide the CITY ten (10) business days to inspect, backwash, and disinfect each filter once the existing GAC has been removed.

B. CITY will verify that the contractor has removed the appropriate amount of media, leaving only 12 inches of sand in each filter. CONTRACTOR may only proceed with installation upon CITY approval.

3.03 GAC PLACEMENT

A. GAC must be added to the filters from the top of the filter. There is no existing piping or equipment to handle filter media at the site. All equipment required to transfer GAC into the filters must be supplied by the CONTRACTOR. Personnel shall not enter filter cells during GAC media installation.

B. CONTRACTOR shall provide all labor and materials necessary to deliver and install the GAC media. \

C. CONTRACTOR shall be careful in placing the media to avoid damaging the filter troughs, filter underdrain system, or any equipment and piping in the filter units.

D. CONTRACTOR shall prevent contamination during transporting and placing the filter media. Any filter media which has become contaminated, either before or after placement in the filters, shall be removed and replaced with new or washed and cleaned material in a manner approved by the CITY.

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

E. Workers shall not stand or walk directly on filter media. The workers shall walk on plywood mats that will sustain their weight without displacing the material (minimum dimensions 2 feet by 2 feet by 1/2 inch thickness).

F. The filter may be flooded with water to use as a leveling gauge for each layer of material.

G. GAC Washing:
   1. Plant staff shall operate all filter backwash controls when washing the new GAC media installed in the filter basin.
   2. CONTRACTOR is responsible for coordinating the scheduling of filter media washing through the CITY with plant operations. Plant operations shall govern scheduling the use of the backwash system and volume of washwater produced. CONTRACTOR is responsible for this coordination to avoid delays to the schedule.
   3. GAC washing will be allowed as determined by the CITY so as not to interrupt operation of the plant. At no time shall the plant's Backwash Equalization Basins overflow from the media washing operations. Filter media washing shall be terminated before reaching a liquid level that would affect plant operations regardless of the status of the media washing operation.
   4. Ensure that water from the media washing operation is directed to the Backwash Equalization Basins.

H. Method of placement of the media shall be submitted to the CITY for approval.

I. Filter GAC:
   1. GAC shall be placed in a manner so as not to disturb the filter sand.
   2. Placement of GAC and backwashing shall be as specified in AWWA B 604, except as modified and supplemented herein. The finished depth for GAC at the end of placement, soaking, backwashing, and leveling operations shall be as specified in this Section.
   3. Prior to placing GAC in filters, plant staff will flood the filters to approximately one third of the GAC volume.
   4. GAC must be carefully placed in the filters from just above the water surface to prevent damage to the GAC and to limit the dust resulting from the transfer process. Release of airborne GAC dust must be mitigated.
   5. Perform placement, soaking, backwashing, and leveling of GAC media in each filter in accordance with AWWA B604, Sections C.1.3. Plant staff will operate all filter controls and valves during backwashing. Backwashing rates and durations will be determined by the CITY.
   6. Following completion of placement, soaking, backwashing, and leveling of GAC media in each filter, CITY shall verify the surface of the GAC is free of contaminated material and the depth of media is as specified (with in a range of -1/4” to +1/2”). If there are any contaminated material on the surface of the GAC, it should be removed and replaced with virgin GAC.
   7. Clean up any spills that occurred during the addition of GAC to the filters.
   8. Upon approved completion, collect and test representative installed GAC sample from the filter in accordance with Paragraph 1.03.E.3 of this Specification. Test results shall be submitted to the CITY.

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

3.04 CLEANING

A. Filter Structure Cleaning: Once installed media testing samples have been collected, remove all debris and media from all backwash drain conduits, troughs, pipelines, and structures.

PART 4 TIMELINE

A. Work is anticipated to start upon issuance of Notice to Proceed. Filters No. 1-3 must be fully functional for operation by March 1, 2025. If additional funding is approved for Filters No. 4-6, staff will issue a second Notice to Procced with a deadline to be completed by.

PART 5 BOND

A. A performance and payment bonds, for 100% of the maximum Contract Price, and a warranty bond for 10% of the maximum Contract Price will be required after execution of the contract, but before a Notice to Proceed will be issued for each phase of the project.

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

EXHIBIT B – Compensation

Total for Filters No. 1-3:	$603,239
Total for Filters No. 4-6:	$603,239
Grand Total:	**$1,206,478**

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

1) APPROVING THE EXECUTION OF A GENERAL SERVICES AGREEMENT WITH CALGON CARBON, A DELAWARE CORPORATION, FOR CAPITAL IMPROVEMENT PROJECT NO. 75126, FOR REMOVAL AND REPLACEMENT OF GRANULAR ACTIVATED CARBON FOR THE JOHN JONES WATER TREATMENT PLANT FOR A SIXTEEN-MONTH TERM IN A TOTAL NOT-TO-EXCEED AMOUNT OF$1,206,478; AND
2) REJECTING CARBON ACTIVATED CORPORATION'S BID AS NON-RESPONSIVE

WHEREAS, the JJWTP has the capacity to treat up to thirty (30) million gallons a day (mgd) of water and a part of the water treatment process, the water flows through six (6) filters containing media; and

WHEREAS, the media in these filters must be refurbished or replaced on a regular cycle to ensure the City is meeting water quality standards and providing the output required to fulfill City demand; and

WHEREAS, the City needs to engage the services of qualified and experienced contractors to provide the labor and materials required to remove and replace this filter media in order to meet water quality standards; and

WHEREAS, Capital Improvement Project (CIP) 75126 was initially funded to remove and replace three (3) of the six (6) filters for an estimated $692,006; and

WHEREAS, due to the visible signs of wear, in the fall of 2023, a technical study was performed on the filter media under a Master Professional Services Agreement with Carollo Engineers, to determine if there was an issue with the media along with possible cause and solution; and

WHEREAS, per the results of the technical study, it was identified that the media in all six (6) filters was beyond useful life; and

WHEREAS, on August 14, 2024, staff followed established procedures, in accordance with Tracy Municipal Code 2.20.180, and issued a Notice Inviting Bids (NIB) for this service on all six (6) filters; and

WHEREAS, prior to the deadline, the City received two (2) proposals of which the review committee determined that only Calgon Carbon (Calgon) met all required specifications in the NIB and was responsive; and

WHEREAS, Calgon was the lowest responsive and qualified bidder and has the expertise and experience required to provide the necessary and desired services; and

WHEREAS, the second bidder, Carbon Activated Corporation's proposal did not meet the required specification in the NIB and is considered non-responsive; and

WHEREAS, staff negotiated a General Service Agreement (GSA) with Calgon for removal of all current filter media in six (6) filters and replace it with new domestically produced and sourced granular activated carbon (GAC), per specifications, while obeying all rules and regulations of local, State, and Federal regulation at the JJWTP for a sixteen month term and a total not to exceed amount of $1,206,478; and

WHEREAS, on October 22, 2024**,** staff requested the Finance Committee to recommend to City Council an appropriation of an additional $514,472 to be allocated for the Water Reserve Fund (511) to CIP 75126 to provide the services for all six (6) filters in the First Quarter Budget update; and

WHEREAS, the Finance Committee is requesting the City Council to adopt a resolution amending the City's Operating and Capital Budget for the Fiscal Year ending June 30, 2025 augmenting the existing budget to provide funds needed for this project in a separate agenda item presented at the Council Meeting today; and

WHEREAS, staff acknowledges that adoption of this Resolution approving the execution of the GSA is contingent upon City's Council adoption of the former Resolution allowing allocation of required funds to this CIP; and

WHEREAS, in this item staff is requesting that City Council authorize the execution of a General Services Agreement with Calgon, in the form attached as Exhibit 1, for a sixteen-month term with a total not-to-exceed amount of $1,206,478 to provide the services required to meet water quality standards; and

WHEREAS, the cost of the services provided by Calgon will be accounted for in CIP 75126; and

WHEREAS, the proposed contract is for the removal and replacement of filter media at the John Jones Water Treatment Plant and approval of it will not result in the physical change in the environment, therefore this action is not considered as a project defined by Section 21065 of the Public Resources Code; and

NOW, THEREFORE, be it resolved as follows:

RESOLVED: That the above recitals are true and correct; and be it,

FURTHER RESOLVED: That the City Council of the City of Tracy, hereby approves the General Services Agreement with Calgon Carbon, a Delaware Corporation, as attached as Exhibit 1, for Capital Improvement Project No. 75126 for a one year and four-month term in a not-to-exceed amount of $1,206,478, except that such approval is subject to the City Council's

approval of an updated Operating and Capital Budget for the Fiscal Year ending June 30, 2025, per Resolution 2024-_____; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy, hereby rejects Carbon Activated Corporation's bid as non-responsive; and be it

FURTHER RESOLVED: That the City Council finds that the actions taken herein are not considered as a Project as defined by Section 21065 of the Public Resource Code and are exempt from the requirements of CEQA (California Environment Quality Act).

* * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on November 19, 2024, 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

EXHIBIT 1: General Services Agreement with Calgon Carbon

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

CITY OF TRACY
GENERAL SERVICES AGREEMENT WITH
John Jones Water Treatment Plant Filter Media Replacement CIP 75126

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Calgon Carbon, a Delaware Corporation (**Contractor).** City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Contractor to perform media filter replacement services at the John Jones Water Treatment Plant as further described in Exhibit A.

B. On August 14, 2024, the City issued a Notice Inviting Bids (NIB) for John Jones Water Treatment Plant Filter Media Replacement CIP 75126 (**Project**) pursuant to Tracy Municipal Code 2.20.180. On September 5, 2024, Contractor submitted its proposal for the Project to the City. City has determined that Contractor possesses the skills, experience, and certifications required to provide the services.

C. 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.

D. This Agreement is being executed pursuant to Resolution No. 2024-____ approved by Tracy City Council on November 19, 2024.

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: Ben Goecke**.** Contractor shall not replace its Authorized Representative, nor shall Contractor use or replace any subcontractors or subconsultants, 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.

1.1 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same or similar scope of services described above during the term of this Agreement. The City further reserves the right to assign work, at its sole discretion, to contractors other than Contractor based on the City's budget, experience, and skills of the contractors based on the City's specific needs.

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. Contractor 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 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.

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

2.1 Term. The term of this Agreement shall begin on November 19, 2024, and end on February 28, 2026, unless terminated in accordance with Section 6.

3. Compensation. City shall pay Contractor 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. Contractor's total compensation under this Agreement shall not exceed $1,206,478 total. 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."

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

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

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

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.

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

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:

Director of Public Works
520 S. Tracy Blvd
Tracy, CA 95376
publicworks@cityoftracy.org

To Contractor:

Calgon Carbon
Attn: Jeremy Jones
3000 GSK Drive
Moon Township, PA 15108

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,

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

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 r**e**mainder 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. <u>Signatures</u>. 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]

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

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

City of Tracy

By: Nancy D. Young
Title: Mayor
Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Bijal M. Patel, City Attorney

Contractor
Calgon Carbon, a Delaware Corporation

Signed by:
Jacob Blake
B20403A8B1554FB...
By: Jacob Blake
Title: DWS Project Manager
Date: 10/3/2024 | 2:03 PM PDT

Federal Employer Tax ID No. 250530110

DocuSigned by:
Jeremy J. Jones
58B51D81E81D417...
By: Jeremy J. Jones
Title: DWS Project Manager
Date: 10/3/2024 | 1:39 PM PDT

Exhibits:

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

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

EXHIBIT A - Scope of Work

The scope of work generally includes removal, disposal, and replacement of the existing Granular Activated Carbon (GAC) filter media from filters 1, 2, 3, 4, 5, and 6 at John Jones Water Treatment Plant in Tracy, CA (Project Site) with new GAC. The Contractor shall perform all work in accordance with the following the following requirements.

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. CONTRACTOR shall be responsible for removing GAC from existing filters and properly disposing of the material.
   2. CONTRACTOR shall provide CITY time to inspect, backwash, and disinfect the underlying sand for each the filters as specified herein.
   3. CONTRACTOR shall provide, transport, and deliver the filter GAC media at a location within the Project Site approved by the CITY.
   4. CONTRACTOR shall install the GAC media over the existing sand layer in Filters 1, 2, 3, 4, 5, and 6.

B. Filter Media Quantity:
   1. Filter Dimensions:
      a. Existing Filters No. 1, 2, 3, 4, 5, and 6: 640 square feet (each filter).
   2. CONTRACTOR shall provide sufficient media such that after placement, soaking, backwashing, and leveling, the final depth of the media is . The new GAC will be placed over 12-inches of the existing filter sand bed. Existing filter sand layer shall be left in place undisturbed when CONTRACTOR removes the existing GAC.

1.02 REFERENCES

A. American Water Works Association (AWWA):
   1. AWWA B 100-16 Granular Filter Material, including any addenda.
   2. AWWA B 604-18 Granular Activated Carbon, including any addenda.

B. NSF International:
   1. NSF/ANSI 61-2023: Drinking Water System Components.

C. American Society for Testing and Materials (ASTM):
   1. ASTM C123 Standard Test Method for Lightweight Particles in Aggregate.
   2. ASTM E 11 Standard Specification for Woven Wire Test Sieve Cloth and Test Sieves.
   3. ASTM D 2854 Standard Test Method for Apparent Density of Activated Carbon.
   4. ASTM D 3174 Standard Test Method for Ash in the Analysis Sample of Coal and Coke from Coal.
   5. ASTM D 3175 Standard Test Method for Volatile Matter in the Analysis Sample of Coal and Coke.
   6. ASTM D 4607 Standard Test Method for Determination of Iodine Number of Activated Carbon.

D. Food Chemical Codex: Fourteenth Edition, including any supplements.

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

1.03 SUBMITTALS

A. Submit in accordance with the industry standards and listed requirements.

B. Submit qualifications of the independent testing laboratory(ies) for approval.

C. Complete GAC Analysis
   1. Sieve analysis (particle size distribution), effective size, and uniformity coefficient.
   2. Moisture (AWWA B 604).
   3. Apparent density (AWWA B 604 or ASTM D 2854).
   4. Iodine number (ASTM D 4607).
   5. Abrasion resistance (AWWA B 604 - RO-Tap method).
   6. Water extractables test (per Food Chemical Codex).
   7. Ash content (ASTM D 3174).

D. GAC Submittals:
   1. Manufactured GAC Testing and Samples.
      a. Purpose: To demonstrate that media produced during the manufacturing process is consistent with contract requirements.
         1) It is anticipated that there may be a reasonable variation in the effective size and uniformity coefficient between different media lots produced during the manufacturing process for the Project.
         2) CITY may reject any or all individual lots produced during the manufacturing process that do not meet the requirements of the specification. Rejected lots will not be shipped to the Project site without additional remanufacturing or reprocessing and subsequent approval of test results by the CITY.
      b. Schedule:
         1) GAC samples and test result approval is required not less than 14 days prior to shipping of the media from the point of manufacture.
         2) Separate submittals for individual production lots are required for large media quantities involving production runs over an extended duration. It is anticipated that individual lot test results will be submitted to the CITY as soon as they are available during the production of the GAC.
      c. Requirement:
         1) Certified test results of Complete GAC Analysis (1.03.C), from an approved Independent Media Testing Laboratory (1.03.B) employed by the CONTRACTOR.
         2) Sample collection and frequency for individual production lots shall be in accordance with AWWA B 100. All test results shall be identified by traceable production lot and bag identification.
         3) Manufactured GAC Samples:
            a) Submit one sample of each production lot.
            b) Shipped in durable, non-glass containers of not less than 1/2 cubic foot, clearly labeled with Project name, GAC source, effective size, uniformity coefficient, and apparent density.
            c) CITY reserves the right to retest (at CITY's expense) the samples to confirm that the samples reasonably match certified test results submitted.

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

2. Delivered Media Testing.
    a. Purpose: To demonstrate that GAC delivered to the Project site matches the Manufactured GAC.
        1) Media shall be sampled and tested for effective size, uniformity coefficient, and GAC apparent density by the approved independent laboratory employed by the CONTRACTOR.
        2) Although variation may be acceptable, the CITY reserves the right to use the test results to direct the CONTRACTOR to install individual bags or lots in different filters to provide the best possible media compatibility matches at no additional cost to the CITY.
        3) The CITY reserves the right to test the GAC received at the Project site at the CITY'S expense.
        4) GAC that does not comply with the specified requirements, certified test results, or acceptance criteria may be rejected at the sole discretion of the CITY and shall be replaced with approved GAC at no additional cost to the CITY. The rejected media shall be removed from the project site and appropriately disposed of by the CONTRACTOR at no additional cost to the CITY.
        5) If the delivered GAC is rejected by the CITY, an independent laboratory, acceptable to the CITY, may be employed by the CONTRACTOR to sample and test disputed material. For material that is not in compliance with the specified requirements, the CONTRACTOR shall bear the cost of testing the delivered media and any retesting required by the CITY to demonstrate compliance. Otherwise, the CITY is responsible for costs of testing the delivered media.
    b. Schedule: After delivery to the Project site and before installation.
    c. Requirement:
        1) Sample collection in accordance with AWWA B 100.
        2) Test results provided by the independent lab, acceptable to the CITY.
3. Installed GAC Testing.
    a. Purpose: To document the characteristics of the installed GAC in each filter for the use of the CITY in tracking changes in GAC characteristics over time. It is understood that the effective size and uniformity coefficient of the installed GAC, after placement, soaking, and backwashing, may differ from values prior to installation. Therefore, acceptance of GAC will be based upon the results of the Delivered GAC testing, not Installed GAC testing.
    b. Schedule:
        1) GAC shall be sampled after complete installation, soaking, and backwashing of all GAC to the required depth.
    c. Requirement:
        1) Collect media samples using a clean trowel or sampling tube to provide a sample from the entire filter depth.
        2) Store samples in clean clear plastic bags, securely sealed and labeled with location, and collection date using indelible marker.
        3) Provide test results of the GAC effective size, uniformity coefficient and specific gravity for each sample. ASTM C 123 will be used to separate the sand from the GAC in each sample.
        4) Sampling Locations:
            a) Collect one sample from each quarter quadrant and combine the four samples to make one composite sample per each filter cell. Each filter has two cells.

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

b) Sampling and testing is the responsibility of the CONTRACTOR using a laboratory approved by the CITY.

E. CONTRACTOR's written certification of the following:
1. Volumes of existing GAC removed from each filter cell.
2. Proposed disposal site for existing GAC (subject to approval by CITY).
3. Vertical measurement from the top of the concrete filter box wall and the top of the sand layer remaining after existing GAC removal and bed leveling, measured at least two locations along each filter cell wall.
4. Disinfection procedures and results.
5. Volume, dry weight, and thickness of GAC media installed in each filter cell.

F. Digital photographs to document the following conditions:
1. Immediately prior to commencement of existing GAC removal.
2. During existing GAC removal.
3. After existing GAC removal and before CITY inspection, cleaning, and, backwashing of the underlying sand for each filter cell.
4. After CITY in-filter activities and before CONTRACTOR installation of GAC.
5. During installation of GAC media.
6. After completion of GAC media installation in each filter cell, including visual indication of achievement of specified top-of-GAC media elevation after backwashing and topping off of media.
7. After final cleanup.

G. Existing GAC disposal plan for approval by CITY.

H. Certificates: Submit proper documentation showing ANSI/NSF-61 certification of all supplied GAC.

I. GAC installation instructions from the GAC supplier including approved mixing plan, washing requirements and procedures.

J. Filter GAC Mixing Plan: Based upon GAC testing information, CONTRACTOR shall develop and provide a mixing plan designating the number of the bags and the order in which the bags should be used to fill each filter cell in order to obtain GAC physical characteristics and depth that conform to this specification. Testing data and calculations used to develop the mixing plan shall be provided to the CITY before installing the GAC.

K. Submit GAC head loss curves.

1.04 QUALITY ASSURANCE

A. All testing of filter media shall be performed by an CITY-approved independent testing laboratory employed by the Supplier.

B. All sampling and testing shall be performed in accordance with the requirements of AWWA B 604 except as modified and supplemented herein. Approved samples shall meet the requirements of AWWA B 604, including all addenda.

C. CONTRACTOR shall not place GAC in the filter cells before the CITY has approved the delivered media (1.03.E.2). Any media placed in the filter without the CITY's acceptance

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

shall be subject to rejection, removal, and replacement by the CONTRACTOR at no cost to the CITY.

D. Determination of particle size distribution:
   1. Determine particle size distribution by screening through standard inspection grade or calibration grade sieves, Tyler fourth root of two series or equivalent U.S. series.
      a. Sieve dimensions shall conform to ASTM E11 Table 1.
      b. Sieves are to be certified ASTM E11 Standard Calibration Grade or Inspection Grade. The certified values for the average aperture sizes are to be utilized in performing the sieve analysis.
   2. Determine percent sizes from a plot, on semilog or probability paper, of the percentages of the material passing each sieve against the rated opening of the sieve or the equivalent diameter of the grains.
   3. Define percent size as the size of the theoretical opening of a sieve through which that percentage of the filter media, by weight, will pass. For example, if the size distribution of the filter media particles is such that 10 percent of the sample is finer than 0.50 millimeters, the filter media shall be said to have a 10 percent size of 0.50 millimeters.
   4. Define uniformity coefficient as the ratio of the 60 percent size to the 10 percent size of the filter media.

1.05 PRODUCT DELIVERY AND STORAGE

A. Packaging:
   1. Filter GAC shall be packaged in 1/2 ton ultraviolet-resistant polyethylene bags (super sacks with bottom pour spout) on pallets. Each bag of material shall be clearly marked with the following information: effective size, uniformity coefficient, source, date of bagging, individual bag number, and lot identifier.

B. Place or store all filter media only in designated staging areas within the site and approved by the CITY. Polyethylene bags shall be placed on pallets supplied by the CONTRACTOR.

C. All filter media at the jobsite shall be stored off the ground, protected from weather, and covered with a suitable membrane by the CONTRACTOR to prevent contamination of the media from windblown debris and soil. All filter media is subject to gradation and retesting at the CITY's direction if visual evidence of contamination is observed or suspected.

D. Placement of filter media in the filters shall comply in all respects with AWWA B 604, except as modified or supplemented herein.

PART 2 PRODUCTS

2.01 FILTER GRANULAR ACTIVATED CARBON (GAC)

A. Quality:
   1. Carbon shall be based on bituminous coal. Carbons based on wood, lignite, subbituminous, peat, or coconut shall not be permitted. Product shall be virgin GAC.
   2. Manufacturing process shall include re-agglomeration. Carbon shall be manufactured in the United States by a supplier with a minimum of 5 years experience. Product shall have 5 years history in water treatment.
   3. Extruded or pelletized carbon shall not be accepted.

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

4. Carbon shall be thoroughly washed, screened, and free of clay, loam, dust, dirt, organic matter, and other foreign material.
5. GAC shall conform to AWWA B604 in addition to the modifications listed herein. GAC shall also conform to Food Chemical Codex when tested under the conditions outlined in the Food Chemical Codex.
6. Controlled activation shall produce a material having a high internal surface area with optimum pore size for the effective adsorption of a broad range of high and low molecular weight organic material. Carbon shall have a minimum iodine number of 900 milligrams/gram.
7. Carbon shall be composed of hard, durable grains with an abrasion resistance of no less than 75 by the RO-tap method.
8. Maximum moisture content of the as-packed GAC shall be 2 percent.
9. Maximum Total Ash: 8 percent.

B. Size:
   1. GAC shall meet the following requirements:
      a. Effective (10 percent) size (mm): 1.3 to 1.5.
      b. Uniformity Coefficient: Less than 1.4.
      c. Larger than No. 8: No more than 15 percent.
      d. Smaller than No. 16: No more than 5 percent.
   2. The particle size distribution shall be determined as indicated in 1.04.D of this Specification Section.

C. Depth: 48-inches final.

2.02 ACCEPTABLE SUPPLIERS

A. Filter GAC:
   1. Calgon Carbon Corporation a Kuraray Company
      3000 GSK Drive,
      Moon Township, PA 15108
      412-787-6700
   2. Jacobi
      432 McCormick Blvd.
      Columbus, OH 43213
      714-292-6198
   3. Norit Activated Carbon
      3200 University Ave
      Marhsall, TX 75670
      903-923-1000
   4. Xylem + Evoqua
      251 W. Channel Road
      Benicia, CA 94510
      916-730-2384
   5. No substitution allowed.

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

PART 3 EXECUTION

3.01 GAC REMOVAL

A. Prior to initiating removal of the existing GAC, plant staff will drain Filters 1, 2, 3, 4, 5, and 6, as far as possible while maintaining the remaining filters in operation.

B. CONTRACTOR will remove existing GAC layer from Filter 1, 2, 3, 4, 5, and 6, while minimizing disturbance of the underlying sand layer. The existing GAC layer is approximately 48 inches deep (underlying sand layer is approximately 12 inches deep). Do not remove sand underlying existing GAC layer.

C. Do not stand or walk directly on any layer of the existing filter media. Workers entering the filter boxes shall walk on clean plywood mats that will sustain their weight without displacing the filter media. Minimum dimensions of the plywood mats shall be two feet by two feet by 1/2 thick.

D. Properly dispose of existing GAC at a facility approved by CITY.

E. Mark the walls of each filter at a level 60 inches above the filter cap to indicate the target level of the top of the GAC media after GAC placement, backwashing, scraping, and topping-off activities.

F. Clean up any spills that occurred during the removal of the existing GAC.

3.02 CITY INSPECTION

A. CONTRACTOR shall provide the CITY ten (10) business days to inspect, backwash, and disinfect each filter once the existing GAC has been removed.

B. CITY will verify that the contractor has removed the appropriate amount of media, leaving only 12 inches of sand in each filter. CONTRACTOR may only proceed with installation upon CITY approval.

3.03 GAC PLACEMENT

A. GAC must be added to the filters from the top of the filter. There is no existing piping or equipment to handle filter media at the site. All equipment required to transfer GAC into the filters must be supplied by the CONTRACTOR. Personnel shall not enter filter cells during GAC media installation.

B. CONTRACTOR shall provide all labor and materials necessary to deliver and install the GAC media. \

C. CONTRACTOR shall be careful in placing the media to avoid damaging the filter troughs, filter underdrain system, or any equipment and piping in the filter units.

D. CONTRACTOR shall prevent contamination during transporting and placing the filter media. Any filter media which has become contaminated, either before or after placement in the filters, shall be removed and replaced with new or washed and cleaned material in a manner approved by the CITY.

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

E. Workers shall not stand or walk directly on filter media. The workers shall walk on plywood mats that will sustain their weight without displacing the material (minimum dimensions 2 feet by 2 feet by 1/2 inch thickness).

F. The filter may be flooded with water to use as a leveling gauge for each layer of material.

G. GAC Washing:
   1. Plant staff shall operate all filter backwash controls when washing the new GAC media installed in the filter basin.
   2. CONTRACTOR is responsible for coordinating the scheduling of filter media washing through the CITY with plant operations. Plant operations shall govern scheduling the use of the backwash system and volume of washwater produced. CONTRACTOR is responsible for this coordination to avoid delays to the schedule.
   3. GAC washing will be allowed as determined by the CITY so as not to interrupt operation of the plant. At no time shall the plant's Backwash Equalization Basins overflow from the media washing operations. Filter media washing shall be terminated before reaching a liquid level that would affect plant operations regardless of the status of the media washing operation.
   4. Ensure that water from the media washing operation is directed to the Backwash Equalization Basins.

H. Method of placement of the media shall be submitted to the CITY for approval.

I. Filter GAC:
   1. GAC shall be placed in a manner so as not to disturb the filter sand.
   2. Placement of GAC and backwashing shall be as specified in AWWA B 604, except as modified and supplemented herein. The finished depth for GAC at the end of placement, soaking, backwashing, and leveling operations shall be as specified in this Section.
   3. Prior to placing GAC in filters, plant staff will flood the filters to approximately one third of the GAC volume.
   4. GAC must be carefully placed in the filters from just above the water surface to prevent damage to the GAC and to limit the dust resulting from the transfer process. Release of airborne GAC dust must be mitigated.
   5. Perform placement, soaking, backwashing, and leveling of GAC media in each filter in accordance with AWWA B604, Sections C.1.3. Plant staff will operate all filter controls and valves during backwashing. Backwashing rates and durations will be determined by the CITY.
   6. Following completion of placement, soaking, backwashing, and leveling of GAC media in each filter, CITY shall verify the surface of the GAC is free of contaminated material and the depth of media is as specified (with in a range of -1/4” to +1/2”). If there are any contaminated material on the surface of the GAC, it should be removed and replaced with virgin GAC.
   7. Clean up any spills that occurred during the addition of GAC to the filters.
   8. Upon approved completion, collect and test representative installed GAC sample from the filter in accordance with Paragraph 1.03.E.3 of this Specification. Test results shall be submitted to the CITY.

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

3.04 CLEANING

A. Filter Structure Cleaning: Once installed media testing samples have been collected, remove all debris and media from all backwash drain conduits, troughs, pipelines, and structures.

PART 4 TIMELINE

A. Work is anticipated to start upon issuance of Notice to Proceed. Filters No. 1-3 must be fully functional for operation by March 1, 2025. If additional funding is approved for Filters No. 4-6, staff will issue a second Notice to Procced with a deadline to be completed by.

PART 5 BOND

A. A performance and payment bonds, for 100% of the maximum Contract Price, and a warranty bond for 10% of the maximum Contract Price will be required after execution of the contract, but before a Notice to Proceed will be issued for each phase of the project.

Docusign Envelope ID: 99673B8D-ADA4-4D20-987E-1800FE8EFA72

EXHIBIT B – Compensation

Total for Filters No. 1-3:	$603,239
Total for Filters No. 4-6:	$603,239
Grand Total:	**$1,206,478**

November 19, 2024

Agenda Item 1.M

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution:

(1) Making a determination that compliance with standard procurement process is not in the best interest of the City and dispensing the bidding requirements for the action herein;
(2) Authorizing the execution of a Professional Services Agreement with GovInvest, Inc. for actuarial software services and technology for an initial term of two years, with a retroactive effective date of July 31, 2024, and for a total not-to-exceed amount of $150,000; and
(3) Authorizing an administrative extension of one year contingent upon satisfactory performance and budget availability.

EXECUTIVE SUMMARY

This agenda item seeks adoption of a Resolution by the City Council making a determination that compliance with standard procurement process is not in the best interest of the City and dispensing the bidding requirements for the procurement of actuarial software services and technology. Staff is also seeking authorization for the execution of a Professional Services Agreement (PSA) with GovInvest, Inc. (Vendor) for an initial term of two years, with a retroactive effective date of July 31, 2024, with a total not-to exceed amount of $150,000. Simultaneously staff is requesting an administrative extension for an additional one year contingent upon budget availability and satisfactory performance, if needed.

Vendor is a specialized software provider for actuarial modeling and financial forecasting for public agencies. Vendor has been providing these services to the City of Tracy (City) since 2022 and is uniquely positioned to ensure continuity and consistency in service delivery eliminating the transition challenges that may arise from changing providers. As these services are vital for conducting actuarial analysis related to pension and other post-employment benefit (OPEB) planning thereby facilitating informed decision-making, staff is recommending staying with the same Vendor to avoid any potential interruptions that may arise as a result of changing the Vendor.

BACKGROUND AND LEGISLATIVE HISTORY

Public agencies, including local governments, face the challenge of managing complex financial obligations related to pensions, OPEB, and other long-term liabilities. Effectively managing these obligations necessitates detailed forecasting, analysis, and reporting to maintain fiscal sustainability. As a result, there is a growing demand for sophisticated tools that facilitate accurate financial planning and support informed decision-making.

Vendor is a specialized software provider focused on actuarial modeling and financial forecasting for public agencies Their comprehensive suite of tools includes modules designed for pension, OPEB, and workforce cost analysis. GovInvest's software aids local governments

in modeling and managing the long-term financial impacts of these liabilities, offering real-time data analytics and user-friendly interfaces to enhance decision-making.

In accordance with Tracy Municipal Code Section 2.20.140(b)(3), the City Manager may waive formal requests for proposals when it is deemed the best interest of the City. On September 28, 2022, the City Manager made a written determination that standard compliance with the procurement procedures is not in the interest of the City and dispensed the bidding requirements and authorized the City to enter into a Professional Services Agreement with GovInvest, Inc. for a two-year term in the amount of $150,000 to provide actuarial software and services for pension and OPEB management. This determination was made based on the information provided by the staff that GovInvest was the only Vendor which satisfies City's requirements for such services. This partnership has equipped City staff with the tools necessary to model various financial scenarios, enhance transparency, and ensure compliance with GASB requirements. As the City's financial landscape continues to evolve, the ongoing utilization of GovInvest's software is essential for effectively managing these long-term liabilities. The term of the agreement ended on July 30, 2024.

ANALYSIS

GovInvest, Inc. is a qualified professional actuarial software firm with demonstrated expertise in providing solutions that streamline accurate analysis of employment costs related to pension, OPEB and labor cost analysis. The scope of work includes the renewal of the Pension and OPEB Module, Labor Costing Software Module, Live Compensation Module, and a 12-month complimentary access to the Live Compensation Study, as detailed in Attachment A.

The services provided under this agreement are vital for conducting actuarial analysis related to pension and OPEB planning thereby facilitating informed decision-making. Strategic planning is essential to ensure the long-term financial stability of our organization. In addition, GovInvest's Labor Costing Software and Live Compensation module equips the City with tools to negotiate with employee groups, through the ability to track costs individually, measure total compensation, and validate results for trust-based decision-making. Additionally, the Live Compensation Module is part of the Labor Cost Analysis suite, allows for real-time total compensation analysis, supporting the City's budgetary goals and employee retention strategies.

GovInvest, Inc. has been contracted for these services since 2022 and is uniquely positioned to ensure continuity and consistency in service delivery eliminating the transition challenges that may arise from changing providers. As the existing PSA expired on July 30, 2024 staff recommends executing a new agreement with GovInvest to maintain a seamless approach to financial planning and prevent service interruptions and make the PSA effective retroactively from July 31, 2024. The ongoing use of this software will bolster the City's long-term financial planning efforts and ensure continued compliance with regulatory standards.

The proposed Professional Services Agreement will be for two (2) fiscal years with an option to extend for up to one (1) additional year, based upon satisfactory performance, if needed. The total not-to-exceed amount for the PSA will be $150,000.

FISCAL IMPACT

Currently, $57,000 is available in the Finance Department's budget, along with $39,480 in the Human Resources Department's budget. These funds are sufficient for the initial term of the PSA. Any future costs associated with any extensions of the Agreement will be allocated in the corresponding fiscal year, pending approval from the City Council and the contract may be extended only if budget availability exists.

CEQA

This action is exempt from the California Environmental Quality Act because it will not result in a physical change in the environment and therefore is not considered as a project as defined by Section 21065 of the Public Resources Code.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy, and specifically implements the following goal:

Foster a Culture of Innovation and Efficiency to Improve Service Delivery to the Public

Goal 4.a: Explore new technologies and customer service applications to better serve and communicate with residents.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution:

(1) Making a determination that compliance with standard procurement process is not in the best interest of the City and dispensing the bidding requirements for the action herein;
(2) Authorizing the execution of a Professional Services Agreement with GovInvest, Inc. for actuarial software services and technology for an initial term of two years, with a retroactive effective date of July 31, 2024, and for a total not-to-exceed amount of $150,000; and
(3) Authorizing an administrative extension of one year contingent upon satisfactory performance and budget availability.

Prepared by: Kimberly Murdaugh, Director of Human Resources

Reviewed by: Sara Castro, Director of Finance
Kamalpreet Gill, Deputy City Attorney
Arturo Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments:

A – Professional Services Agreement with GovInvest, Inc.

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
GovInvest, Inc.

This Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and GovInvest, Inc., a Corporation ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain the professional services of Consultant to provide actuarial software services and technology as further described herein and in Exhibit A.

B. On February 8th, 2024, Consultant submitted its proposal for the Scope of Work to the City. Pursuant to Tracy Municipal Code Section 2.20.140 for professional services, the City has reviewed and approved that the scope and nature of the services required by the City can be obtained from only one source, Consultant.

C. Parties hereby intend and agree that the Agreement shall be effective as of July 31, 2024, and at all times thereafter, with the same force and effect as if this Agreement had been executed on that date.

D. This Agreement was approved on November 19, 2024, pursuant to Tracy Municipal Code Section 2.20.140(3), and City Council Resolution No. _____.

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

1. Scope of Work. Consultant shall perform the professional services, tasks, and scope of work described in Exhibit A attached hereto and incorporated herein by this reference ("Scope of Work"). The Scope of Work shall be performed by, or under the direct supervision of, Consultant's "Authorized Representative": Max Stoff**.** 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 the City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or uses or replaces any such subcontractor or subconsultant. Unless otherwise stated on Exhibit A, Consultant shall furnish, at its own expense, the materials, equipment, supplies, and other resources necessary to perform the Scope of Work. The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City with the same or similar Scope of Work as described in Exhibit A.

2. Time of Performance. Time is of the essence in the performance of the Scope of Work under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. If dates for performance are set out in Exhibit A, Consultant shall begin performance, and shall complete all required Scope of Work 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. If Exhibit A indicates that Scope of Work shall only be performed upon request, or if the City otherwise communicates the same to Consultant, Consultant shall not perform said Scope of Work until the City

requests such performance. 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. The City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall commence on July 31, 2024, and expire and terminate automatically on July 30, 2026, or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of one year(s), contingent upon budget availability, and would require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis for Scope of Work performed under this Agreement at the billing rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed $150,000 [One Hundred Fifty Thousand] Dollars. Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Scope of Work. This Agreement shall automatically terminate in the event that such funds are not appropriated. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Consultant may not receive compensation up to the Not-to-Exceed Amount (or any other amount), and Consultant's total compensation under this Agreement will depend on the Scope of Work requested and approved by the City. 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 "Not-to-Exceed Amount" provided in this section without the City's prior written approval.

3.1.1 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year for this Agreement. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe in detail satisfactory to the City: the services performed, the times and dates of performance, and the names of the person(s) performing the Scope of Work.

3.2.1 If Consultant is providing the Scope of Work 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 this Section may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

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

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a portion of the Scope of Work. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Scope of Work.

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 and portions of Scope of Work described on the invoice(s) and approved by the City.

3.4 Final Payment. 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 or performance of the Scope of Work. 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.

3.5 Books and Accounts. 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, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Consultant's obligations under this Agreement; and/or Consultant's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors.

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 and all Claims relating to or in connection with such a finding and/or determination.

The provisions of this section survive the expiration 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 the Scope of Work 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 in 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 and, in any event, within five (5) days of such request.

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, without cause, by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall return and deliver to City all original documents relating to the Scope of Work 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 the termination notice is given.

7. 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 Scope of Work, upon termination of this Agreement, or within five (5) days of any 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.

8. 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. 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. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation of Federal, State and/or local law.

10. 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 any 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 the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. 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 the City:
City of Tracy
Attn: Kimberly Murdaugh
Director of Human Resources
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
GovInvest, Inc.
Attn: Max Stoff
Senior Account Executive
8605 Santa Monica Blvd., PMB 52465
West Hollywood, CA 90069

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

12. General Provisions.

12.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's performance of the Scope of Work 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.

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

12.3 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.

12.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's advance 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.

12.5 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.

12.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, including, without limitation, those identified below, whether or not such laws are expressly stated in this Agreement.

12.6.1 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.

12.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer, and it shall not 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.).

12.7 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 authorized to do business in California, in good standing with the Secretary of State, and in good standing with all agencies having jurisdiction over Consultant (including any licensing agencies). If Consultant is a suspended entity at the time it enters into this Agreement, City may take steps to have this Agreement declared voidable.

12.8 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.

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

12.10 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.

12.11 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.

12.12 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.

12.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed and the matters contemplated herein. This Agreement supersedes all prior negotiations, representations or agreements (in each case, whether oral or in writing). All exhibits attached hereto are incorporated by reference herein.

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

12.15 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.

13. 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.

[Signature Page to Follow]

As of the date of last signature below, the undersigned Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

City of Tracy, a Municipal Corporation

By: _____
Nancy D. Young
Title: Mayor
Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Bijal M. Patel, City Attorney

GovInvest, Inc.

By: Nick Martin
Nicholas Martin
Title: Director of Finance & Operations
Date: 10/16/2024

Federal Employer Tax ID No. 47-1141591

By: Jasmine Nachtigall-Fournier
Jasmine Nachtigall-Fournier

Title: Co-Founder & President
Date: _____

Exhibits:

A	Scope of Work
B	Compensation
C	Sole Source Letter

EXHIBIT A - Scope of Work

Scope of Work

Use of the Pension, OBEB, and Labor Costing Modules.

Finance Department

1. Renewal of Pension and OBEB Module effective July 31, 2024 – July 30, 2026. ($57,000)

Human Resources Department

1. 12-month extension access to the GovInvest Live Compensation Study. (No Cost)
2. Renewal of Labor Costing Software Module effective July 31, 2024 – July 30, 2026. ($28,000)
3. Renewal of the Live Compensation Module effective April 1, 2024 – July 30, 2026. ($11,480)

Agreement Term: 24 Months

EXHIBIT B – Compensation

Finance Department:	$57,000
Human Resources Department:	$39,480
Total Not-to-Exceed Cost:	**$150,000**

PAYMENT OF FEES

Customer will pay Company the then applicable fees described in the applicable Summary of Services and Implementation in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth in the applicable Summary of Services and Implementation or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or then current Renewal Term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice unless otherwise specified in the terms. Unpaid amounts are subject to a finance charge of 5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

Services may be provided outside the scope encompassed within the applicable "Summary of Services and Implementation". Said services may be subject to additional fees, which are set at $600/hour for executive-level work, $425/hour for FSA-level work, $300/hour for ASA-level work, $200/hour for analyst work, and reasonable travel expenses. Said services that are subject to additional fees will not be performed without explicit advance consent from Customer. Explicit written consent must and agreed upon for additional fees.

Company will charge additional fees, which are set at $250/hour, if, after the Effective Date, Customer: (i) changes its actuarial assumptions provided to Company, (ii) changes actuaries, (iii) provides Company with data that differs from the initial data provided by Customer to the Company, (iv) changes benefit structures, (v) adds additional tiers to its benefits plan, or (vi) merges with another plan. Explicit written consent must and agreed upon for additional fees.

Company may incur business license fees that are mandated by Customer. Customer agrees to reimburse Company for said fees.

Company may incur costs for adding Customer as additional insured to Company's existing insurance policies in order to comply with Customer's insurance requirements. Customer agrees to reimburse Company for said costs.

Company may incur costs for providing a waiver of subrogation in relation to Company's existing insurance policies in order to comply with Customer's insurance requirements. Customer agrees to reimburse Company for said costs.

EXHIBIT C – Sole Source Letter

Re: Sole Source Letter

To: Kimberly Murdaugh
Tracy, CA

Dear Kimberly,

This letter serves as a sole source document for products developed by GovInvest Inc.

This letter confirms as owners and developers that the software suite including the Total Liability Calculator software application that features Pension and Retiree Health (OPEB) plan information as well as the Labor Costing Module are distributed solely GovInvest. No other vendor develops and distributes similar software applications which have the same functionality as the Pension, OPEB and Labor Costing platforms.

The Total Liability Calculator of GovInvest presents Pension and OPEB in separate modules using census data and plan information on a cloud-based platform to instantly reflect changes in assumptions and plan experience. The actuarial software technology was developed as a software as a service in the commercial, state, and local government marketplace.

The Labor Costing module presents a custom dashboard that instantly costs out proposals by bargaining unit down to the individual employee level. The software analyzes all employee costs by every type of pay and benefit package alongside census information to provide interactive visualizations and reporting to better understand the fiscal impact of a proposal down to the department level, job type, fund and other reporting demographics during costing and negotiations or budgeting. The software also streamlines operations and validates costing at the bargaining table by creating transparency and understanding as well as effective position budgeting and benchmarking against comparable agencies.

No division of GovInvest Inc., nor any other company, develops and distributes comparable software products with the same functionality as the GovInvest Total Liability Calculator or the Labor Costing Module. There are no other agents or dealers authorized to represent these products or our technology solutions. These products must be purchased directly from GovInvest.

Please let me know if you need further details.

Sincerely,



Ted Price
CEO, Co-founder
GovInvest Inc.

3625 Del Amo Blvd., Suite 200
Torrance, CA 90503

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

(1) MAKING A DETERMINATION THAT COMPLIANCE WITH STANDARD PROCUREMENT PROCESS IS NOT IN THE BEST INTEREST OF THE CITY AND DISPENSING THE BIDDING REQUIREMENTS FOR THE ACTIONS HEREIN;

(2) AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH GOVINVEST, INC. FOR ACTUARIAL SOFTWARE SERVICES AND TECHNOLOGY FOR AN INITIAL TERM OF TWO YEARS, WITH A RETROACTIVE EFFECTIVE DATE OF JULY 31, 2024, AND FOR TOTAL NOT-TO-EXCEED AMOUNT OF $150,000; AND

(3) AUTHORIZING AN ADMINISTRATIVE EXTENSION OF ONE YEAR CONTINGENT UPON SATISFACTORY PERFORMANCE AND BUDGET AVAILABILITY.

WHEREAS, public agencies, including local governments like City of Tracy (City), face the challenge of managing complex financial obligations related to pensions, Other Post-Employment Benefits (OPEB), and other long-term liabilities; and

WHEREAS, effectively managing these obligations necessitates detailed forecasting, analysis, and reporting to maintain fiscal sustainability and as a result, there is a growing demand for sophisticated tools that facilitate accurate financial planning and support informed decision-making; and

WHEREAS, GovInvest, Inc. is a specialized software provider focused on actuarial modeling and financial forecasting for public agencies and its comprehensive suite of tools includes modules designed for pension, OPEB, and workforce cost analysis and the software aids local governments in modeling and managing the long-term financial impacts of these liabilities, offering real-time data analytics and user-friendly interfaces to enhance decision-making; and

WHEREAS, on September 28, 2022, the City Manager made a written determination that standard compliance with the procurement procedures is not in the interest of the City and dispensed the bidding requirements and authorized the City to enter into a Professional Services Agreement (PSA) with GovInvest, Inc. for a two-year term in the amount of $150,000 to provide actuarial software and services for pension and OPEB management; and

WHEREAS, this determination was made based on the information provided by the staff that GovInvest was the only vendor which satisfied the City's requirements for such services; and

WHEREAS, this partnership has equipped City staff with the tools necessary to model various financial scenarios, enhance transparency, and ensure compliance with GASB requirements; and

WHEREAS, as the City's financial landscape continues to evolve, the ongoing utilization of GovInvest's software is essential for effectively managing these long-term liabilities; and

WHEREAS, the term of the existing agreement ended on July 30, 2024; and

WHEREAS, since GovInvest, Inc. has been contracted for these services since 2022 and is uniquely positioned to ensure continuity and consistency in service delivery eliminating the transition challenges that may arise from changing providers; and

WHEREAS, staff is recommending execution of a new PSA with GovInvest to maintain a seamless approach to financial planning and prevent service interruptions and make the PSA effective retroactively from July 31, 2024; and

WHEREAS, the ongoing use of this software will bolster the City's long-term financial planning efforts and ensure continued compliance with regulatory standards; and

WHEREAS, staff negotiated a new PSA with GovInvest for an initial term of two years and for a total not-to-exceed amount of $150,00 with an administration option to extend for an additional one year contingent upon budget availability and satisfactory performance; and

WHEREAS, there is $57,000 available in the Finance Department's budget, along with $39,480 in the Human Resources Department's budget and these funds are sufficient for the initial term of the PSA; any future costs associated with any extensions of the agreement will be allocated in the corresponding fiscal year, pending approval from the City Council; and now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby makes the determination that standard compliance with the procurement procedures is not in the best interest of the City and dispenses the bidding requirement for procurement of actuarial services and software; and be it

FURTHER RESOLVED: That the City Council of the City of Tracy hereby authorizes the execution of a Professional Services Agreement, attached as Exhibit 1 with GovInvest, Inc. for actuarial software services and technology for an initial term of two years, with a retroactive effective date of July 31, 2024, and for a total not-to-exceed amount of $150,000; and be it

FURTHER RESOLVED: That the City Council hereby authorizes an administrative extension for additional one year contingent upon budget availability and satisfactory performance.

* * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on November 19, 2024, 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

EXHIBIT 1: Professional Services Agreement with GovInvest, Inc.

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
GovInvest, Inc.

This Professional Services Agreement ("Agreement") is entered into between the City of Tracy, a municipal corporation ("City"), and GovInvest, Inc., a Corporation ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain the professional services of Consultant to provide actuarial software services and technology as further described herein and in Exhibit A.

B. On February 8th, 2024, Consultant submitted its proposal for the Scope of Work to the City. Pursuant to Tracy Municipal Code Section 2.20.140 for professional services, the City has reviewed and approved that the scope and nature of the services required by the City can be obtained from only one source, Consultant.

C. Parties hereby intend and agree that the Agreement shall be effective as of July 31, 2024, and at all times thereafter, with the same force and effect as if this Agreement had been executed on that date.

D. This Agreement was approved on November 19, 2024, pursuant to Tracy Municipal Code Section 2.20.140(3), and City Council Resolution No. _____.

NOW THEREFORE, for good and valuable consideration the sufficiency of which the Parties hereby acknowledge, the Parties mutually agree as follows:

1. Scope of Work. Consultant shall perform the professional services, tasks, and scope of work described in Exhibit A attached hereto and incorporated herein by this reference ("Scope of Work"). The Scope of Work shall be performed by, or under the direct supervision of, Consultant's "Authorized Representative": Max Stoff**.** 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 the City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or uses or replaces any such subcontractor or subconsultant. Unless otherwise stated on Exhibit A, Consultant shall furnish, at its own expense, the materials, equipment, supplies, and other resources necessary to perform the Scope of Work. The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City with the same or similar Scope of Work as described in Exhibit A.

2. Time of Performance. Time is of the essence in the performance of the Scope of Work under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. If dates for performance are set out in Exhibit A, Consultant shall begin performance, and shall complete all required Scope of Work 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. If Exhibit A indicates that Scope of Work shall only be performed upon request, or if the City otherwise communicates the same to Consultant, Consultant shall not perform said Scope of Work until the City

requests such performance. 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. The City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall commence on July 31, 2024, and expire and terminate automatically on July 30, 2026, or earlier by termination pursuant to Section 6 of this Agreement ("Term"). Subject to the Not-To-Exceed Amount defined in Section 3.1, the Term of this Agreement may be extended with express written amendment incorporating this Agreement signed by both Parties and one of the following City approvals: (a) City Council approval or (b) City Manager approval. An administrative extension of this Agreement by City Manager shall be limited to an additional term of one year(s), contingent upon budget availability, and would require written determination by the City Manager that Consultant has satisfactorily met all the requirements of this Agreement.

3. Compensation. City shall pay Consultant on a time and expense basis for Scope of Work performed under this Agreement at the billing rates set forth in Exhibit B, which is attached hereto and incorporated herein by this reference.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed $150,000 [One Hundred Fifty Thousand] Dollars. Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Scope of Work. This Agreement shall automatically terminate in the event that such funds are not appropriated. Unless specifically stated otherwise or agreed to in writing and approved by City Council, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Consultant may not receive compensation up to the Not-to-Exceed Amount (or any other amount), and Consultant's total compensation under this Agreement will depend on the Scope of Work requested and approved by the City. 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 "Not-to-Exceed Amount" provided in this section without the City's prior written approval.

3.1.1 City Budget Limitations. This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year for this Agreement. If funds are appropriated for a portion of the fiscal year, this Agreement will automatically terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the City Council. Consultant's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe in detail satisfactory to the City: the services performed, the times and dates of performance, and the names of the person(s) performing the Scope of Work.

3.2.1 If Consultant is providing the Scope of Work 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 this Section may result in the City rejecting said invoice(s) and thereby delaying payment to Consultant.

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

3.2.3 Consultant shall submit invoices no later than 90 days after completion of a portion of the Scope of Work. City has no obligation to pay invoices delivered greater than 90 days after the date of performance of the Scope of Work.

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 and portions of Scope of Work described on the invoice(s) and approved by the City.

3.4 Final Payment. 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 or performance of the Scope of Work. 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.

3.5 Books and Accounts. 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, and reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Consultant's obligations under this Agreement; and/or Consultant's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors.

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 and all Claims relating to or in connection with such a finding and/or determination.

The provisions of this section survive the expiration 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 the Scope of Work 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 in 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 and, in any event, within five (5) days of such request.

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, without cause, by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall return and deliver to City all original documents relating to the Scope of Work 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 the termination notice is given.

7. 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 Scope of Work, upon termination of this Agreement, or within five (5) days of any 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.

8. 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. 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. The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant represents and warrants that the representations made by the Consultant concerning unfair competitive advantage and conflicts of interest in connection with its submissions in response to the City's procurement for this Agreement were true and accurate both when made and as of the date of this Agreement. Consultant represents and warrants that it has not and shall not offer or deliver any City officer, public official, or employee any gifts or donations in violation of Federal, State and/or local law.

10. 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 any 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 the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. 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 the City:
City of Tracy
Attn: Kimberly Murdaugh
Director of Human Resources
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
GovInvest, Inc.
Attn: Max Stoff
Senior Account Executive
8605 Santa Monica Blvd., PMB 52465
West Hollywood, CA 90069

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

12. General Provisions.

12.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's performance of the Scope of Work 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.

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

12.3 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.

12.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's advance 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.

12.5 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.

12.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, including, without limitation, those identified below, whether or not such laws are expressly stated in this Agreement.

12.6.1 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.

12.6.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer, and it shall not 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.).

12.7 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 authorized to do business in California, in good standing with the Secretary of State, and in good standing with all agencies having jurisdiction over Consultant (including any licensing agencies). If Consultant is a suspended entity at the time it enters into this Agreement, City may take steps to have this Agreement declared voidable.

12.8 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.

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

12.10 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.

12.11 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.

12.12 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.

12.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed and the matters contemplated herein. This Agreement supersedes all prior negotiations, representations or agreements (in each case, whether oral or in writing). All exhibits attached hereto are incorporated by reference herein.

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

12.15 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.

13. 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.

[Signature Page to Follow]

As of the date of last signature below, the undersigned Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

City of Tracy, a Municipal Corporation

By: _____
Nancy D. Young
Title: Mayor
Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Bijal M. Patel, City Attorney

GovInvest, Inc.

By: Nick Martin
Nicholas Martin
Title: Director of Finance & Operations
Date: 10/16/2024

Federal Employer Tax ID No. 47-1141591

By: Jasmine Nachtigall-Fournier
Jasmine Nachtigall-Fournier
Title: Co-Founder & President
Date: _____

Exhibits:

A	Scope of Work
B	Compensation
C	Sole Source Letter

EXHIBIT A - Scope of Work

Scope of Work

Use of the Pension, OBEB, and Labor Costing Modules.

Finance Department

1. Renewal of Pension and OBEB Module effective July 31, 2024 – July 30, 2026. ($57,000)

Human Resources Department

1. 12-month extension access to the GovInvest Live Compensation Study. (No Cost)
2. Renewal of Labor Costing Software Module effective July 31, 2024 – July 30, 2026. ($28,000)
3. Renewal of the Live Compensation Module effective April 1, 2024 – July 30, 2026. ($11,480)

Agreement Term: 24 Months

EXHIBIT B – Compensation

Finance Department:	$57,000
Human Resources Department:	$39,480
Total Not-to-Exceed Cost:	**$150,000**

PAYMENT OF FEES

Customer will pay Company the then applicable fees described in the applicable Summary of Services and Implementation in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth in the applicable Summary of Services and Implementation or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or then current Renewal Term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice unless otherwise specified in the terms. Unpaid amounts are subject to a finance charge of 5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

Services may be provided outside the scope encompassed within the applicable "Summary of Services and Implementation". Said services may be subject to additional fees, which are set at $600/hour for executive-level work, $425/hour for FSA-level work, $300/hour for ASA-level work, $200/hour for analyst work, and reasonable travel expenses. Said services that are subject to additional fees will not be performed without explicit advance consent from Customer. Explicit written consent must and agreed upon for additional fees.

Company will charge additional fees, which are set at $250/hour, if, after the Effective Date, Customer: (i) changes its actuarial assumptions provided to Company, (ii) changes actuaries, (iii) provides Company with data that differs from the initial data provided by Customer to the Company, (iv) changes benefit structures, (v) adds additional tiers to its benefits plan, or (vi) merges with another plan. Explicit written consent must and agreed upon for additional fees.

Company may incur business license fees that are mandated by Customer. Customer agrees to reimburse Company for said fees.

Company may incur costs for adding Customer as additional insured to Company's existing insurance policies in order to comply with Customer's insurance requirements. Customer agrees to reimburse Company for said costs.

Company may incur costs for providing a waiver of subrogation in relation to Company's existing insurance policies in order to comply with Customer's insurance requirements. Customer agrees to reimburse Company for said costs.

EXHIBIT C – Sole Source Letter

Re: Sole Source Letter

To: Kimberly Murdaugh
Tracy, CA

Dear Kimberly,

This letter serves as a sole source document for products developed by GovInvest Inc.

This letter confirms as owners and developers that the software suite including the Total Liability Calculator software application that features Pension and Retiree Health (OPEB) plan information as well as the Labor Costing Module are distributed solely GovInvest. No other vendor develops and distributes similar software applications which have the same functionality as the Pension, OPEB and Labor Costing platforms.

The Total Liability Calculator of GovInvest presents Pension and OPEB in separate modules using census data and plan information on a cloud-based platform to instantly reflect changes in assumptions and plan experience. The actuarial software technology was developed as a software as a service in the commercial, state, and local government marketplace.

The Labor Costing module presents a custom dashboard that instantly costs out proposals by bargaining unit down to the individual employee level. The software analyzes all employee costs by every type of pay and benefit package alongside census information to provide interactive visualizations and reporting to better understand the fiscal impact of a proposal down to the department level, job type, fund and other reporting demographics during costing and negotiations or budgeting. The software also streamlines operations and validates costing at the bargaining table by creating transparency and understanding as well as effective position budgeting and benchmarking against comparable agencies.

No division of GovInvest Inc., nor any other company, develops and distributes comparable software products with the same functionality as the GovInvest Total Liability Calculator or the Labor Costing Module. There are no other agents or dealers authorized to represent these products or our technology solutions. These products must be purchased directly from GovInvest.

Please let me know if you need further details.

Sincerely,



Ted Price
CEO, Co-founder
GovInvest Inc.

3625 Del Amo Blvd., Suite 200
Torrance, CA 90503

November 19, 2024

Agenda Item 1.N

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution:

(1) rescinding Resolution 2021-126; and

(2) authorizing amendment No. 2 to the General Services Agreement with EPIC iO for certain services in City of Tracy's parks for an annual not-to-exceed amount of $175,000 and making it effective retroactively from September 7, 2021.

EXECUTIVE SUMMARY

This agenda item seeks adoption of a Resolution by the City Council rescinding Resolution No. 2021-126 and authorizing Amendment No. 2 to the General Services Agreement (GSA) with EPIC iO (Attachment A) for certain services in City of Tracy's parks for an annual not-to-exceed (NTE) amount of $175,000. Amendment No.1 to the GSA was approved pursuant to Resolution No. 2021-126 adopted by the City Council on September 7, 2021. Staff has now realized that the total NTE amount reflected in that Resolution is not correct and does not match the amount in Amendment No. 1 of the GSA.

Resolution 2021-126 reflects a total NTE amount of $250,000. However, staff intended and negotiated the total annual amount to be $175,000, which is correctly reflected in Amendment No. 1. In order to rectify the mistake, staff is requesting the City Council to rescind Resolution No. 2021-126 and approve Amendment No.2 to the GSA, effective retroactively from September 7, 2021, with the correct annual NTE amount of $175,000.

BACKGROUND AND LEGISLATIVE HISTORY

A community survey tied to the Citywide Park, Recreation & Trails Master Plan Update cited resident safety concerns as a major barrier for visiting local parks. In order to enhance safety and security at community and neighborhood parks, the City launched a park camera program in 2020 (Program). The parks selected for the program were prioritized based on public safety needs and calls for service trends. The City of Tracy and IntelliSite (now known as EPIC iO) entered into a GSA to provide services involving remote surveillance units, video surveillance and monitoring for City parks that was approved on September 8, 2020, and on September 7, 2021, pursuant to Resolution 2021-126, the City Council approved Amendment No. 1 to the GSA, increasing the total NTE amount to $250,000 and extended the term of the GSA for an additional five years.

Due to inconsistencies regarding the NTE amount, staff is recommending rescinding Resolution 2021-126 to align with the terms in Amendment No. 1 to GSA between the City and EPIC iO. Resolution 2021-126 has a lump sum total NTE amount of $250,000, whereas Amendment No. 1 reflects an annual NTE amount of $175,000. In order to continue funding the City's Program, an updated Resolution is needed, authorizing an annual not-to-exceed amount of $175,000.

ANALYSIS

Since inception of the Program, Parks, Recreation, and Community Services staff have coordinated with the Police Department to move cameras to combat and deter activity not permitted at parks. The Program currently includes the following parks: Clyde Bland Park, Dr. Powers Park, Gretchen Talley Park, Legacy Fields Sports Complex, Lincoln Park, McDonald Park, Veteran's Park, and Dorothy Zanussi Park.

At the beginning of fiscal year 2024-2025, staff recognized inconsistencies between Resolution 2021-126 and Amendment No. 1. Resolution 2021-126 has a lump sum total NTE amount of $250,000, whereas Amendment No. 1 reflects an annual NTE amount of $175,000. In order to continue funding the Program, staff recommends rescinding Resolution 2021-126 and adopting the new Resolution authorizing the correct annual NTE amount of $175,000.

FISCAL IMPACT

There is no additional fiscal impact as the Parks, Recreation, and Community Services departmental operating budget has accounted for this on-going program expense.

COORDINATION

This report was prepared by the Parks, Recreation, and Community Services Department in coordination with the Finance Department.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

This item is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.; "CEQA Guidelines") in that it is not a "project" for purposes of CEQA (as defined by CEQA Guidelines §15378). Specifically, this item proposes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment (CEQA Guidelines §§15378(b)(5)). Further, even if this item was deemed a "project," and therefore subject to CEQA, the item would be exempt as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (CEQA Guidelines §15061(b)(3)).

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted Public Safety and Quality of Life strategies.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution:

(1) rescinding Resolution 2021-126; and
(2) authorizing amendment No. 2 to the General Services Agreement with EPIC iO for certain services in City of Tracy's parks for an annual not-to-exceed amount of $175,000 and making it effective retroactively from September 7, 2021.

Prepared by: Nilo Velazquez, Management Analyst II

Reviewed by: Richard Joaquin, Assistant Director of Parks, Recreation, and Community Services
Brian MacDonald, Director of Parks, Recreation, and Community Services
Sara Castro, Director of Finance
Kamalpreet Gill, Deputy City Attorney
Arturo Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments

Attachment A – Amendment No. 2 to the GSA with EPIC iO

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

CITY OF TRACY
AMENDMENT NO. 2 TO
General Services Agreement with EPIC iO Technologies, Inc.

This Amendment No. 2 (Amendment) to the *General Services Agreement* is entered into between the City of Tracy, a municipal corporation (City), and EPIC iO Technologies, Inc., a Delaware corporation (Contractor). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. The City and Contractor entered into a General Services Agreement (Agreement) for Contractor to provide services involving remote surveillance units, video surveillance and monitoring for various City parks, which was executed on September 8, 2020, pursuant to Ordinance No. 1289, which was adopted by the Tracy City Council on May 19, 2020.

B. The City desires to include security cameras installed at Legacy Fields Sports Complex, which was done as a separate capital improvement project.

C. The Parties desire to codify a "Free Rent Agreement" for a billing credit due to the City acquiring certain software and/or services and has agreed to forego use of those assets in lieu of Contractor's software.

D. Amendment No.1 to the Agreement was approved pursuant to Resolution No. 2021-126 adopted by City Council on September 7, 2021. Staff has now realized that the total not to exceed amount reflected in the Resolution is not correct and it does not match the amount in Amendment No. 1.

E. This Amendment is approved pursuant to Resolution 2024-_____ adopted by the City Council on November 19, 2024.

F. The Parties seek to amend the Agreement as set forth in this Amendment.

G. Parties hereby intend and agree that this Amendment shall be effective as of September 1, 2021, and at all times thereafter, with the same force and effect as if this Amendment had been executed on that date.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Terms of Amendment.

A. Section 2, Scope of Work

Section 2 is hereby amended to read as follows: "Contractor shall perform the services described in Exhibit "B-1" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Contractor's Authorized Representative: Sarah Sevier. Contractor shall not replace its Authorized Representative, nor shall Contractor use or replace any subcontractors or subconsultants, without City's prior written consent. A failure to obtain the City's

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

prior written consent for any change or replacement in personnel or subcontractor may result in the termination of this Agreement.

B. Section 3, Time of Performance

Subsection 3.1 of Section 3 is hereby amended to read as follows: "The term of this Agreement shall begin on September 8, 2021 for a five (5) year term, unless terminated in accordance with Section 6."

C. Section 4, Compensation

Section 4 is hereby amended to read as follows: "City shall pay Contractor on a lump sum basis, at the monthly rate set forth in Exhibit "C-1," attached and incorporated by reference for services performed under this agreement.

Subsection 4.1 of Section 4 is hereby amended to read as follows: "Contractor's total compensation under this Agreement shall not exceed $175,000 annually. Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. No work shall be performed by Contactor in excess of the total compensation amount provided in this section without the City's prior written approval.

Subsection 4.4 Free Rent Agreement is attached as "Exhibit D-1" and incorporated by reference codifying an upfront billing credit of $20,000 to the City from Contractor.

D. Exhibit "B-1" "Master Subscription Agreement" attached hereto shall replace and supersede Exhibit "B" attached to the Agreement.

E. Exhibit "C-1" "Quote #000369" attached hereto shall replace and supersede Exhibit "B" attached to the Agreement.

F. Exhibit "D-1" "Free Rent Agreement" attached hereto shall be incorporated by reference codifying an upfront billing credit of $20,000 to the City from Contractor.

2. **Incorporation by Reference.** 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.

3. **Effect of Amendment.** This Amendment represents the complete and entire agreement and understanding between the parties and supersedes any prior agreement and understanding (written or oral) concerning the subject matter contained herein. Except as expressly modified by this Amendment, all provisions of the Agreement will remain unchanged and in full force and effect. The parties hereto acknowledge and agree that the recitals set forth are true and correct, and are incorporated into this Amendment. This Amendment will not be binding until fully executed by the parties.

4. **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

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

City of Tracy, a Municipal Corporation

By: _____
Nancy D. Young
Title: Mayor

Date: _____

Attest:

By: _____
Adrianne Richardson, City Clerk

EPIC iO Technologies, Inc., Delaware Corporation

By: Signed by: Duncan W Riley Jr 9A1718FE13884C7...
Duncan Riley
Title: Chief Executive Office

Date: 11/13/2024 | 1:13 PM PST

By: Signed by: kenny olsen 494DD6E78A30446...
Kenny Osley
Title: Chief Financial Officer

Date: 11/13/2024 | 1:36 PM PST

Approved as to form.

By: _____
Bijal Patel, City Attorney

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

IntelliSite

MASTER SUBSCRIPTION AGREEMENT

EXHIBIT "B-1"

This Master Subscription Agreement (the "Agreement"), by and between IntelliSite LLC, a California limited liability company having its principal place of business at 3463 Lakemont Blvd, Ft Mill, SC 29708 ("IntelliSite") and the Customer identified below ("Customer"), is dated as of the date of latest signature shown on City of Tracy Amendment #1 to GSA Agreement with IntelliSite LLC (the "Effective Date"). This Agreement is governed by and subject to the IntelliSite Terms and Conditions (the "Ts and Cs," located at: https://scaas.intellisite.io/compliance-tc.html) and the IntelliSite End User License Agreement (the "EULA," located at: https://scaas.intellisite.io/compliance-eula.html), which are incorporated herein by reference. Capitalized terms used but not defined herein shall have the meaning set forth in the Terms and Conditions. IntelliSite and Customer are each referred to herein as a "Party", and together, the "Parties."

RECITALS

This agreement sets forth the terms under which IntelliSite will provide a subscription to Customer to access and use certain IntelliSite-owned hardware and software for a defined duration following the Effective Date.

THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Definitions.

"Documentation" shall mean all manuals, user documentation, technical information and other related materials, or portions thereof, pertaining to the Software or Hardware furnished to Customer by IntelliSite in connection with this Agreement.

"Hardware" shall mean IntelliSite-owned equipment and devices furnished to Customer by IntelliSite pursuant to the terms of this Agreement, for use in Customer's network, facility, or other applications.

"Pricing Sheet" shall be the attached Schedule 3, which details the Products and pricing available to Customer from IntelliSite under an SOW. IntelliSite may change the Pricing Sheet from time to time upon notice to the Customer, but no such change shall affect any SOW in place as of such update.

"Software" shall mean IntelliSite's suite of software products, applications, features, and associated documentation furnished by IntelliSite to Customer for use pursuant to the terms of this Agreement, and exclusively in connection with hardware, equipment and devices supplied by IntelliSite or one of its certified agents or resellers.

"SOW" shall mean a Statement of Work issued by IntelliSite in connection with this Agreement, which may be executed by the Parties from time to time during the Term.

"Support Services" shall mean services provided by IntelliSite's to promote the continued function and operation of Hardware and Software during and in connection with this Agreement, as more fully defined in the attached Schedule 2 or an SOW issued pursuant to this Agreement.

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

2. Subscription; Grant of Rights.

IntelliSite agrees to furnish to Customer access to the Hardware and Software set forth on one or more SOW's, including the attached Schedule 1 (together, the "Products"), pursuant to a five-year subscription, starting as of the Effective Date of each SOW and ending as of the fifth anniversary thereof (the "Initial Term"). As of the end of the Initial Term, each SOW is Agreement shall renew bi-annually for successive two-year terms, unless a Party delivers written notice of non-renewal not less than 60 days (about 2 months) prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term"). This subscription includes a limited, non-transferrable license to use the Products, subject to the EULA, which license shall immediately terminate upon the expiration or any termination hereof.

For the avoidance of doubt, (i) all SOWs shall remain subject in all respects to the terms and provisions of this Agreement; (ii) the Term of each SOW shall be based on the effective date of such SOW, and (iii) this Agreement shall survive until the expiration or termination of any SOW issued in connection herewith.

3. Subscription Fee.

As consideration for IntelliSite's agreement hereto, Customer agrees to pay the Subscription Fee as defined and set forth in each SOW.

4. Support Services.

During the Term. IntelliSite agrees to provide Support Services to Customer in connection with the Products, as defined and pursuant to the terms set forth in the attached Schedule 2, and as further defined by any SOW. In the event Customer desires that IntelliSite provide functions or services excess of those set forth on Schedule 2 and/or an SOW, additional charges will apply.

5. Limited Warranty.

During the Term, IntelliSite warrants that the Products shall be in working order, be free from material defects and will substantially conform in all material respects with the user documentation (user manual, release notes, etc.). In the event of a Product failure, upon receipt of notice from the Customer, IntelliSite shall, at its election and within the time periods defined in Schedule 2, either replace or repair the Products, either: (1) use its reasonable commercial efforts to repair any material defect in the Products or (2) replace the Products to comply with the user documentation.

The warranty described herein does not extend to failure caused by Customer's installation, mishandling, misuse, or damage to the Products. Except as specifically set forth in this Agreement the EULA and Ts and Cs, IntelliSite expressly excludes all other warranties express or implied, including any warranty of merchantability or fitness for any particular purpose. IntelliSite in no way warrants or guarantees that the Customer's purpose in using the Products will be achieved, including without limitation, as they may relate to public safety, or prevention of loss or damage to persons or property.

6. Title to Products; Return; Damage.

At all times during and after the Term, the Products shall remain the sole and exclusive property of IntelliSite, and Customer's right to possess and operate the Products shall be limited as set forth herein. Upon acceptance of Products, Customer agrees to use best efforts to cover rental property under its property insurance for risk of loss, damage, theft, or destruction of the Products and assumes risk of loss from misuse, fault or negligence by Customer. IntelliSite warrants risk of loss from negligence in project design or workmanship by IntelliSite. Should damage not be covered by Customer's insurance, IntelliSite agrees to replace one time, which may

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

include adjustments in design to limit future damage. Upon the expiration or any termination of this Agreement, Customer agrees to promptly return the Products to IntelliSite's address set forth above. In the event the Products are not returned within 15 days following the end of the Term, or are damaged or destroyed while in Customer's possession, Customer shall pay the Replacement Cost set forth on the applicable SOW for each such Product.

7. Termination.

Unless otherwise provided in an SOW, the subscription created by this Agreement shall be non-cancellable and may not be terminated by either party during the Term, except in the case of a material breach by the other party, which remains uncured more than 30 days following receipt of written notice from the non-breaching party. Upon any termination of this Agreement by IntelliSite, the full Subscription Fee for the remainder of the Term, along with all other amounts then due and owing by the Customer, shall accelerate and become immediately due and payable.

8. Insurance.

IntelliSite agrees to maintain insurance policies to insure against loss raising from General Liability, Automobile Liability and Worker's Compensation. IntelliSite agrees that the limits of each policy shall not be less than $1,000,000 per occurrence, and the Customer shall be named as additional insured of such policies.

9. Indemnity.

Each party (i) hereby agrees to supply adequate insurance to secure the risks underlying the Products and the scope of the SOW, indemnity, defend and hold the other party harmless and (ii) agrees to indemnify and hold the other party harmless against any third-party acts or claims to the extent arising out of or resulting from a party's negligent acts or omissions.

10. Notices.

Any notice to a Party pursuant to this Agreement shall be deemed delivered upon the earlier of a) the receiving Party's acknowledgment of receipt; or b) the third business day after delivery via a tracked delivery method. Notices to IntelliSite shall be sent to the address set forth above. Notices to the Customer shall be delivered to the address set forth below.

11. Miscellaneous.

a. No assignment or transfer of this Agreement by Customer shall be valid without IntelliSite's written consent.

b. This Agreement shall be interpreted under the laws of the state of Delaware, and any proceeding to enforce or interpret this Agreement shall be brought before a court of competent jurisdiction in Charlotte, North Carolina.

c. Publicity. Customer acknowledges and consents to IntelliSite's use of Customer name and non-economic details of the Products for promotional and training purposes. To Opt-out of this provision, check box: ☐

d. Third-Party Services: IntelliSite does not self-perform any installation or security alarm monitoring services. To the extent such components are included in the Products subject to this Agreement, they will be performed by licensed and insured third parties, and IntelliSite's role shall be limited to project management of such scopes.

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

e. IntelliSite shall not be liable for failures or shortfalls of performance that are due to the occurrence of a force majeure event.

This Agreement, its schedules and SOWs, together with the EULA and Ts and Cs, contain the entire understanding and agreement between the parties respecting the subject matter hereof. This Agreement may not be modified or amended except by written agreement of the Parties. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the Construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

IntelliSite

SCHEDULE 1

SUBSCRIPTION STATEMENT OF WORK

Statement of Work
The City of Tracy, CA – Parks and Recreation Department

IntelliSite's Smart Community as a Service (SCaaS) brings immediate value to local communities across the country as an affordable monthly subscription. Delivered through City of Tracy powered by IntelliSite as a cloud-based solution. IntelliSite SCaaS addresses the needs of today's communities with the latest state-of-the-art safety and security monitoring solutions.

IntelliSite's SCaaS solution helps communities efficiently and cost-effectively manage safety and security with the intent to reduce crime rates and deliver data enablement. IntelliSite offers a complete video management solution featuring AI-based edge analytics, LPR, sensors, video recording, LED lighting, and loudspeakers. IntelliSite provides remote and interactive access to video footage via fiber or LTE/cellular networks.

IntelliSite is with you every step of the way. IntelliSite will help you plan, design, implement and operate your IoT, Safety and Security, and Computer Vision deployments.

IntelliSite offers a turnkey solution paired with best-in-class program with; backend platform to deliver services, enable customer support and bill the county clients. Support with development of joint marketing materials and development of a sales website for the county.

1. Effective Date. **September 8, 2021**

2. Master Subscription Agreement. This Statement of Work ("**SOW**") is made subject to and will be governed by the terms and conditions of the Master Subscription Agreement (the "**Agreement**") between IntelliSite and Customer. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement. Capitalized terms have the definitions given to them in the Agreement. In addition, as used throughout this SOW, the following terms will have the meanings set forth.

3. Purpose. This SOW establishes the Products and Services to be furnished by IntelliSite to Customer, and the deliverables to be delivered by IntelliSite under this SOW as described below (the "**Deliverables**"), and consistent with any Customer-supplied project plan, if applicable and attached to this SOW as an exhibit (the "**Project Plan**"). In the event of a conflict between the terms and conditions of the Agreement and this SOW, the provisions of this SOW will prevail, but only with respect to Services and Deliverables provided under this SOW.

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

4. Acceptance of Quote. Customer hereby accepts all terms of the IntelliSite quote attached hereto as Exhibit 1 (the "**Quote**").

5. Engagement/Purpose. For purposes of this SOW, Customer requires the work and services of IntelliSite specifically for the following: SCaaS Platform for Parks and Recreation Department, The City of Tracy, California

6. Product and Subscription Details/Fees. The Customer hereby subscribes for the following Products in the quantities and at the Subscription Fees set forth below. Unless otherwise defined below, all subscriptions set forth herein shall be for a term of five years from the Effective Date of this SOW.

No.	Products	Start Date	MSRP	Subscription Fee
1	IOT-UIGAI-2CAS-R: Universal IoT Gateway - 2-Camera Bundle	TBD	$824.00	$510.88
2	IOT-UIGAI-3CAS-R: Universal IoT Gateway - 3-Camera Bundle	TBD	$927.00	$574.74
3	IOT-UIGAI-4CAS-R: Universal IoT Gateway - 4-Camera Bundle	9/8/21	$1030.00	$645.00
5	IOT-UIG-OSFI-R-UF: One-Time UIG Field Install (price per UIG)	9/8/21	$3,000.00	$1,250.00
6	IOT-UIG-K2M SCaaS Self-Service Kiosk Workstation (2 HD Monitors + High Power CPU)	TBD	$650.00	$403.00
7	FSN-UNLTD4GLTE-US FirstNet mobile UNL Aircards/MiFi 4G LTE	9/8/21	$132.00	$60.00

Attachments may be added to this SOW to further detail the Deliverables, Services, pertinent specifications, requirements, rules and Timelines so long as all such attachments are approved and acknowledged by authorized representatives of both Customer and IntelliSite in writing.

7. Inspections, Approval and Acceptance. The services and Deliverables to be provided by IntelliSite will meet all requirements, specifications and instructions set out in this SOW and the Agreement (the "**Specifications**") unless specifically waived or amended in writing by Customer. Customer may inspect the services and Deliverables at any time for compliance with the specifications. If Customer determines that the services and Deliverables meet all applicable Specifications, then such Services and Deliverables will be deemed accepted by Customer upon written notice to IntelliSite.

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

8. Installation Services. [This section applicable only if installation services are included in SOW] Installation and other services shall be supplied by IntelliSite through the use of third-party contracts, and shall be performed pursuant to the Project Plan, if applicable. Unless otherwise agreed and detailed in this SOW, Customer agrees to deliver the installation site in clean and suitable condition for IntelliSite to perform the work without additional site preparation, including availability of suitable power supply and a detailed site plan depicting power locations and other relevant details for installation.

9. IntelliSite's Responsibilities.

A. Materials. Unless otherwise specifically set out in this SOW, IntelliSite will furnish (directly or through third parties or subcontractors) at its cost and expense all labor, equipment, materials, travel, supervision, training and all other items necessary to provide the services and Deliverables under the scope of this SOW.

B. Conduct. For this Engagement, IntelliSite will perform its obligations under this SOW in a good and workmanlike manner and to the reasonable satisfaction of Customer. IntelliSite will provide the Services in accordance with applicable laws, regulations and ordinances, and the Agreement. IntelliSite will use Customer-approved tools and methodologies only.

C. Timely Completion. Subject to Customer requirements of Section 8 above, IntelliSite will use best efforts to complete all installation and related services within 30 days of execution of this SOW.

10. Customer Responsibilities. Customer will provide IntelliSite with access to all site(s) and Customer property necessary to complete this SOW, as well as Customer's dedicated representative ("**Customer Representative**") set forth below:

Customer Representative: Richard Joaquin

Other Customer personnel: Kurt Tavares

11. IntelliSite Representative Requirements and Qualifications.

A. Representatives. The IntelliSite Engagement Manager for this Engagement is set forth below. In addition, IntelliSite key personnel performing work or services for the Engagement are identified below by name and title ("**IntelliSite Representatives**"). IntelliSite will notify Customer in writing of changes in the identity of the IntelliSite Engagement Manager and of any IntelliSite Representatives working on this Engagement.

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

IntelliSite Representative Name	Job Title
Eva Thomas	RSD
JP Kenney	Chief Revenue Officer
Sarah Sevier	Account Manager

B. Qualifications. IntelliSite Engagement Manager and all IntelliSite Representatives (collectively, "**IntelliSite Personnel**") will be fully trained prior to commencement of work under this SOW. All training costs will be borne by IntelliSite.

13. Reporting Requirements. IntelliSite will provide periodic progress reports to Customer Representative or as otherwise instructed by Customer. Any such reports shall contain reasonable detail about status, site conditions, pending information requests, open change requests and target delivery date(s).

14. Changes. Any change or modification in the scope, type, quality or requirements of the Deliverables and Services, Engagement Fees, or any other aspect of this SOW, will be by SOW Amendment, signed by Customer and IntelliSite.

15. Confidentiality. Except as set forth in the Agreement, the terms of this SOW are deemed Confidential Information. Each Party will keep this SOW and its terms confidential in accordance with the Agreement.

16. Connectivity. Hardware provided by IntelliSite includes necessary components to obtain connectivity for units. IntelliSite's proposal includes provision of SIM, broadband, support and related services ("Connectivity Services"). Customer acknowledges that if IntelliSite's inclusion of Connectivity Services is waived:

a) Customer assumes all costs and obligations related to such services, including provision of SIM, subscription and payment of broadband services and any support for connectivity related outages
b) Additional installation fees may apply if SIM's are not provided by Customer prior to equipment installation,
c) IntelliSite is not responsible for any operational or service failures of monitoring or remote support due to loss of Customer provided Connectivity Services.

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

IntelliSite

SCHEDULE 2

DESCRIPTION OF SERVICES INCLUDED

SERVICE OVERALL DESCRIPTION

Provide a remote monitoring solution for the CCTV security related hardware. These services will be provided to The City of Tracy, California. IntelliSite will provide a complete Health Monitoring service that is designed to help proactively monitor and maintain the performance of the IntelliSite hardware such as Universal IoT Gateway (UIG) and HD Video Security Cameras. IntelliCare™ features an easy-to-use dashboard with event warnings that enable remote diagnosis of server and camera status. Our team will be able to check the health of your UIG network system without having to deploy a technician in the field. We will be able to assess health notifications prior to arriving on site for repairs, saving valuable time and resources while ensuring minimum system downtime.

General Maintenance Plan Tasks

- Customer Support from our support engineers. Availability of our Technicians is 24/7.
- All work carried out remotely (for configuration management), the Service engineer will also note down any deficiencies in the system and recommend work required to maintain, full, trouble-free operation.
- A secure web address to access historical support ticket information and details of specific repairs that have been completed.
- Check system logs and verify continuous up-time.
- Carry out remote inspection of all major components: UIG®, Security Cameras, Accessories, and other IoT hardware devices that are part of the CCTV network.
- Verify video recording capabilities and hard drive recording capacity
- Ensure cameras are connected and configured for maximum and optimal coverage.
- Verify camera angles are appropriate for each site, and lens zooming is in accordance with the camera specifications and field of view requirements.
- Check operation of auto-iris and infrared filter switch (IR filter)
- Check condition of Pan / Tilt / Zoom (PTZ) unit, adjusting position of end stops and presets where applicable.
- Check operation of infrared illuminator units
- Check loud speaker functionality and proper functioning (using self-test of audio horn)

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

IntelliCare™ Security Service

With our IntelliCare™ Security Service, the overall intent is to provide a comprehensive integrated security solution designed to assist in the overall betterment of the security at the customer site.

Through the use of High-End Video Analytics and Loudspeakers deployed at strategic locations, our IntelliCare™ security agents are able to react to alarms, engage any suspicious individuals found onsite, contact law enforcement if required, and overall provide a great sense of security at the customer location.

The foundation of the IntelliCare™ Security Service is our ability to make live, real-time verifications of alarms, to help diffuse identified situations before they escalate out of control. 96% of the time when we make an announcement, we do not have to call police or security to assist in the situation. Another very important attribute of the IntelliCare™ Security Service is the artificial intelligence also known as video analytics.

This technology combines automated event detection based on rules we define. The result is the most proactive, comprehensive IP video surveillance solution to keep your organization and its most important assets safe.

When a situation or event is identified, an IntelliSite® agent will then follow the Account protocols as created by the customer (i.e. call security, building management, or the police, send e-mail, fax, or text information such as the incident report or video clips). All events and patrols are documented and recorded and will be distributed on a daily, weekly, or monthly basis according to your protocols.

REPAIR OF EQUIPMENT

IntelliSite agrees that it will, subject to the terms, conditions, and limitations hereof and provided through the maintenance agreement, provide repair service notifications to the City of Tracy, in order to ensure proper up-time of the CCTV system and minimize the risk of lack of video recording when an incident occurs. All efforts will be made to take advantage of any hardware manufacturer's warranties as appropriate. IntelliSite will also be responsible for all repairs and maintenance of the UIG systems, Cameras and other accessories provided as part of the solution.

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

SCHEDULE 2

GENERAL SUPPORT SERVICES

1. Basic Support: Upon customer request, IntelliSite will provide remote, dial-in support and diagnostic services for the Products to promote functionality.

2. Active Support: IntelliSite to provide periodic monitoring services to monitor status and functionality, with support notifications.

Exclusions: Support Services does not include on-site technician service, except in the case of a specific warranty claim that may be rendered by a third party. On site services available at additional fees.

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

IntelliSite

SCHEDULE 3

SERVICE LEVEL AGREEMENT

This Agreement includes IntelliSite's standard service level of support, which include the following:

- **Guaranteed Response Time** - All Service Requests related to this agreement warrant first response, evaluation, and/or attempted resolution via Phone and/or Remote Troubleshooting conducted by IntelliSite authorized support personnel within (4) business hours.
- **Remote Support Service** - IntelliSite will provide unlimited hours of remote support service relating to IntelliSite's Cloud or Software Components that are currently under subscription and current on payments. If issues are deemed not related to the software such as underlying hardware or network issues, support services will be suspended until underlying issues not covered by IntelliSite are remedied. All initial evaluation and remediation for Software and Hardware covered by a Warranty or Support Subscription will be done remotely within the Guaranteed Response Time prior to any onsite service being ordered. Onsite Service is only available if IntelliSite is contracted to provide such services and customer is current on payments. If required Onsite Service is not covered under contract or customer is not current on payments, client may request such services on a time & materials basis paid in advance. Any onsite troubleshooting or repair effort response up to and including product replacement will be scheduled for the first available appointment considering availability of replacement parts and resources. IntelliSite reserves the right to replace all or part of the equipment in lieu of repairs.
- **Availability** - IntelliSite guarantees 99.9% uptime for IntelliSite's Cloud Platform. Availability means that the Cloud Platform will be available for access. Availability does not mean that the solution will be 100% functional as factors outside of IntelliSite's control may cause varied levels of functionality such as power outages, Internet Provider Outages, Public Cloud Outages, DNS Outages, Emergency Security Maintenance Windows, etc. All of these are deemed outside of IntelliSite's control and are not subject to the standard availability guarantee.

IntelliSite Cloud Platform SLA (not On-Premises)

Priority	Business Impact Examples	SLA: First Response
(P1) Widespread Outage	Enterprise-wide outage, Significant Impact to business	**45 Min.** (24/7)
(P2) Widespread Degradation	Enterprise-wide service degraded, moderate impact to business	**1 Hr.** (24/7)
(P3) Local Outage	Departmental/ Group Outage with significant impact to multiple users	**2.5 Hrs.** (24/7)
(P4) Local Degradation	Departmental/Group service degraded, moderate impact to multiple users	**2.5 Hrs.** (24/7)
(P5) Isolated Outage	Single User/Limited outage, significant impact to a single user	**4 Hrs.** (Business Hours)
(P6) Isolated Degradation	Single User/Limited service degraded, moderate impact to a single user	**4 Hrs.** (Business Hours)

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

IntelliSite

IntelliSite On-Premises Cloud Platform SLA

Note: All Support is Remote unless Contracted Separately. All Supported Systems must have an Active Support Contract, be running IntelliSite RMM Toolset and be up to date on Payments.

Priority	Business Impact Examples	SLA: First Response
(P1) Widespread Outage	Enterprise-wide outage, Significant Impact to business	**2 Hrs.** (24/7)
(P2) Widespread Degradation	Enterprise-wide service degraded, moderate impact to business	**3 Hrs.** (24/7)
(P3) Local Outage	Departmental/ Group Outage with significant impact to multiple users	**4 Hrs.** (24/7)
(P4) Local Degradation	Departmental/Group service degraded, moderate impact to multiple users	**6 Hrs.** (24/7)
(P5) Isolated Outage	Single User/Limited outage, significant impact to a single user	**4 Hrs.** (Business Hours)
(P6) Isolated Degradation	Single User/Limited service degraded, moderate impact to a single user	**4 Hrs.** (Business Hours)

IntelliSite Hardware (Ex. UIG) Support

Note: All Support is Remote unless Contracted Separately. All Supported Systems must have an Active Support Contract, be running IntelliSite RMM Toolset and be up to date on Payments.

Priority	Business Impact Examples	SLA: First Response
(P1) Complete Outage	System outage, Significant Impact to business	**4 Hrs.** (24/7)
(P2) Service Degradation	System service degraded, moderate impact to business	**8 Hrs.** (24/7)
(P3) Isolated Outage/Degradation	Single User/Limited outage/degradation, significant impact to a single user	**4 Hrs.** (Business Hours)

IntelliSite Hardware (Ex. UIG) Warranty Replacement

Note: All Support is Remote unless Contracted Separately. All Supported Systems must have an Active Support Contract, be running IntelliSite RMM Toolset and be up to date on Payments.

Priority	Business Impact Examples	SLA: First Response
(P1) Complete Hardware Failure	System outage, Significant Impact to business	**Replacement Ships Same Day**
(P2) Limited Hardware Failure	System service degraded, moderate impact to business	**Replacement Ships When Exact Issue is Determined**
(P3) Sporadic Service Issues	Single User/Limited outage, significant impact to a single user	**Replacement Ships When Exact Issue is Determined**

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

IntelliSite

EXHIBIT "C-1"

Thursday, May 20, 2021

City of Tracy
Richard Joaquin
333 Civic Center Plaza
Tracy, CA 95376
Richard.Joaquin@cityoftracy.org

Dear Richard,

IntelliSite's Smart Community as a Service (SCaaS) brings immediate value to local communities across the country as an affordable monthly subscription. Delivered as a cloud-based or on-premises solution, IntelliSite SCaaS addresses the needs of today's communities with the latest state-of-the-art safety and security monitoring solutions.

IntelliSite's SCaaS solution helps communities efficiently and cost-effectively manage safety and security with the intent to reduce crime rates. IntelliSite offers a complete video management solution featuring AI-based edge analytics, sensors, video recording, LED lighting and loudspeakers. IntelliSite provides remote and interactive access to video footage via fiber or LTE/cellular networks.

IntelliSite is with you every step of the way. IntelliSite will help you plan, design, implement and operate your IoT, Safety and Security and Computer Vision deployments. IntelliSite offers a turnkey solution paired with best-in-class customer experience.

Please do not hesitate to reach out to me with your questions and concerns. Thank you and I look forward to working with you.

JP Kenney
Chief Revenue Officer
IntelliSite, LLC

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

City Parks & Service Yard

Product Details		Recurring Suggested Price	Recurring	Qty	Ext. Recurring
IOT-UIG-4CAS-R	**IOT UIG 4-Camera Bundle** IntelliSite UIG 4 Cameras, Speaker, Basic AI, VMS, Modem, Eyes On, Remote Support	$1,030.00	$645.00	11	$7,095.00
INT-EYES-ON-CREDIT	**Remove Eyes ON** Remove Eyes On Services	($25.00)	($25.00)	11	($275.00)
FSN-UNLTD4GLTE-US	**FirstNet mobile UNL Aircards/MiFi 4G LTE** FirstNet mobile UNL Aircards/MiFi 4G LTE -FirstNet is a public safety only 4G/LTE network which enables agencies to benefit from unrestricted data access with the ability to prioritize video access during an emergency and when cellular networks before saturated. AT&T FirstNet is first-in-class 4G/LTE & 5G network.	$132.00	$48.00	11	$528.00

Monthly - 5 Year Subtotal: **$7,348.00**

Legacy Fields Services

Description		Recurring	Qty	Ext. Recurring
INT-CARE-U-STND-Tracy	**IntelliCare Standard UIG Monthly** IntelliSite IntelliCare Standard UIG Support (8X5) - Monthly	$83.00	10	$830.00
INT-CARE-RMMR-Tracy	**IntelliCare 24X7 Remote Monitoring and Mgmt with Remediation** IntelliCare 24X7 Remote Monitoring and Management with Remote Remediation - Monthly	$20.00	10	$200.00
INT-CARE-U-AR-Tracy	**IntelliCare Adv Rplmnt UIG** IntelliSite IntelliCare Advanced Replacement - UIG - Monthly	$61.50	10	$615.00
INT-MAINTENANCE-TRACY	**City of Tracy Maintenance Agreement** City of Tracy Maintenance Agreement - Monthly	$80.00	10	$800.00

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

Legacy Fields Services

Description		Recurring	Qty	Ext. Recurring
IOT-UIG-EyesOn-Tracy	**IOT Eyes On Service Per Gateway**	$25.00	10	$250.00
	IOT Eyes On Service Per Gateway 1 Year			
INT-EYES-ON-CREDIT	**Remove Eyes ON**	($25.00)	10	($250.00)
	Remove Eyes On Services			

Subtotal: **$2,445.00**

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

IntelliSite

City of Tracy - SCaaS - Parks

Prepared by:

IntelliSite, LLC

JP Kenney
803-904-8519
jp.kenney@intellisite.io

Prepared for:

City of Tracy

333 Civic Center Plaza
Tracy, CA 95376
Richard Joaquin

Richard.Joaquin@cityoftracy.org

Quote Information:

Quote #: 000369

Version: 1
Delivery Date: 05/20/2021
Expiration Date: 05/28/2021

Expenses Summary

Description	Amount
Legacy Fields Services	$2,445.00
Total:	**$2,445.00**

Monthly - 5 Year Expenses Summary

Description	Amount
City Parks & Service Yard	$7,348.00
Monthly - 5 Year Total:	**$7,348.00**

Payment Options

Description	Payments	Interval	Amount
Term Options			

Jurisdictional taxes will be applied whenever applicable. Shipping, handling, and other fees may also apply. We reserve the right to cancel orders arising from pricing or other errors.

IntelliSite, LLC

Signature: _____

Name: JP Kenney

Title: Chief Revenue Officer

Date: 05/20/2021

City of Tracy

Signature: _____

Name: Richard Joaquin

Date: _____

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

IntelliSite

EXHIBIT "D-1"

FREE RENT AGREEMENT

This Free Rent Agreement dated September 8, 2021 (the "Effective Date") is executed and delivered by City of Tracy (the "Buyer"), to IntelliSite, LLC (IntelliSite).

WHEREAS, the Buyer has acquired license in certain software and/or services and has agreed to forego use of those assets and is entering a Statement of Work (SOW) subject to a Master Subscription Agreement (MSA) of even date herewith;

NOW, THEREFORE, in consideration of IntelliSite's payment or upfront credit to Buyer of [**Free Rent**] (**$20,000.00**), the receipt and sufficiency of which is hereby acknowledged, the parties hereby agrees as follows: The Buyer hereby warrants to IntelliSite, its successors and assigns, its intent to forego Buyer's rights in use of the Ocularis video management system in favor of IntelliSite's integrated video management system for locations subject to the MSA.

IntelliSite shall assume no liabilities of Buyer.

Concurrent with the later of executing the Master Subscription Agreement or completion of work under the SOW, at Buyer's option, IntelliSite will issue payment or credit to Buyer for the Free Rent in entirety. If credit is issued, IntelliSite will offset such credit against invoices issued in connection with the SOW without any further action of Buyer until such credit is exhausted.

Buyer agrees that in the event the SOW or MSA are cancelled for any reason prior to completion of the Initial Term as defined in those agreements, Buyer shall owe IntelliSite full reimbursement for the Free Rent.

This Agreement shall be binding upon, and inure to the benefit of, the parties and their successors and assigns, and shall be governed by the laws of the State of California without regard to conflicts of law principles.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

---

(1) RESCINDING RESOLUTION 2021-126; AND

(2) AUTHORIZING AMENDMENT NO. 2 TO THE GENERAL SERVICES AGREEMENT WITH EPIC iO FOR CERTAIN SERVICES IN CITY OF TRACY'S PARKS FOR AN ANNUAL NOT-TO-EXCEED AMOUNT OF $175,000 AND MAKING IT EFFECTIVE RETROACTIVELY FROM SEPTEMBER 7, 2021.

WHEREAS, The City of Tracy and EPIC iO (formally IntelliSite) entered into a General Services Agreement (GSA) to provide services involving remote surveillance units, video surveillance and monitoring for City parks that was approved on September 8, 2020; and

WHEREAS, on September 7, 2021, pursuant to Resolution 2021-126, City Council approved Amendment No. 1 to the GSA increasing the total not to exceed (NTE) amount to $250,000 and extended the term of the GSA for an additional five years; and

WHEREAS, staff has now realized that the total NTE amount reflected in the Resolution 2021-126 is not correct and does not match the amount in Amendment No. 1; and

WHEREAS, staff intended and negotiated the total annual NTE amount to be $175,000 annually and Amendment No. 1 reflects the correct annual amount; and

WHEREAS, in order to rectify the mistake staff is now requesting the City Council to rescind Resolution No. 2021-126 and approve Amendment No. 2 to the GSA, effective retroactively from September 7, 2021, for an annual NTE amount of $175, 000; and

WHEREAS, there is no additional fiscal impact as the Parks, Recreation, and Community Services departmental operating budget has accounted for this on-going program expense; and

WHEREAS, this item is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.; "CEQA Guidelines") in that it is not a "project" for purposes of CEQA (as defined by CEQA Guidelines §15378). Specifically, this item proposes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment (CEQA Guidelines §§15378(b)(5)) and further, even if this item was deemed a "project," and therefore subject to CEQA, the item would be exempt as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (CEQA Guidelines §15061(b)(3))..,

NOW, THEREFORE, be it

RESOLVED: That the City Council of the City of Tracy hereby rescinds Resolution 2021-126 approving Amendment No. 1 to the General Services Agreement with EPIC iO; and be it

FURTHER RESOLVED: That the City Council approves Amendment No. 2 to the GSA attached as Exhibit 1, effective retroactively from September 7, 2021, and for an annual not to exceed amount of $175,000; and be it

FURTHER RESOLVED: That the City Council hereby finds that this item is exempt from review under CEQA and CEQA Guidelines in that it is not a "project" for purposes of CEQA (as defined by CEQA Guidelines §15378).

* * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on November 19, 2024, 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

Exhibits

Exhibit 1 – Amendment No. 2 to the GSA with EPIC iO

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

CITY OF TRACY
AMENDMENT NO. 2 TO
General Services Agreement with EPIC iO Technologies, Inc.

This Amendment No. 2 (Amendment) to the *General Services Agreement* is entered into between the City of Tracy, a municipal corporation (City), and EPIC iO Technologies, Inc., a Delaware corporation (Contractor). City and Contractor are referred to individually as "Party" and collectively as "Parties."

Recitals

A. The City and Contractor entered into a General Services Agreement (Agreement) for Contractor to provide services involving remote surveillance units, video surveillance and monitoring for various City parks, which was executed on September 8, 2020, pursuant to Ordinance No. 1289, which was adopted by the Tracy City Council on May 19, 2020.

B. The City desires to include security cameras installed at Legacy Fields Sports Complex, which was done as a separate capital improvement project.

C. The Parties desire to codify a "Free Rent Agreement" for a billing credit due to the City acquiring certain software and/or services and has agreed to forego use of those assets in lieu of Contractor's software.

D. Amendment No.1 to the Agreement was approved pursuant to Resolution No. 2021-126 adopted by City Council on September 7, 2021. Staff has now realized that the total not to exceed amount reflected in the Resolution is not correct and it does not match the amount in Amendment No. 1.

E. This Amendment is approved pursuant to Resolution 2024-_____ adopted by the City Council on November 19, 2024.

F. The Parties seek to amend the Agreement as set forth in this Amendment.

G. Parties hereby intend and agree that this Amendment shall be effective as of September 1, 2021, and at all times thereafter, with the same force and effect as if this Amendment had been executed on that date.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Terms of Amendment.

A. Section 2, Scope of Work

Section 2 is hereby amended to read as follows: "Contractor shall perform the services described in Exhibit "B-1" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Contractor's Authorized Representative: Sarah Sevier. Contractor shall not replace its Authorized Representative, nor shall Contractor use or replace any subcontractors or subconsultants, without City's prior written consent. A failure to obtain the City's

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

prior written consent for any change or replacement in personnel or subcontractor may result in the termination of this Agreement.

B. Section 3, Time of Performance

Subsection 3.1 of Section 3 is hereby amended to read as follows: "The term of this Agreement shall begin on September 8, 2021 for a five (5) year term, unless terminated in accordance with Section 6."

C. Section 4, Compensation

Section 4 is hereby amended to read as follows: "City shall pay Contractor on a lump sum basis, at the monthly rate set forth in Exhibit "C-1," attached and incorporated by reference for services performed under this agreement.

Subsection 4.1 of Section 4 is hereby amended to read as follows: "Contractor's total compensation under this Agreement shall not exceed $175,000 annually. Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. No work shall be performed by Contactor in excess of the total compensation amount provided in this section without the City's prior written approval.

Subsection 4.4 Free Rent Agreement is attached as "Exhibit D-1" and incorporated by reference codifying an upfront billing credit of $20,000 to the City from Contractor.

D. Exhibit "B-1" "Master Subscription Agreement" attached hereto shall replace and supersede Exhibit "B" attached to the Agreement.

E. Exhibit "C-1" "Quote #000369" attached hereto shall replace and supersede Exhibit "B" attached to the Agreement.

F. Exhibit "D-1" "Free Rent Agreement" attached hereto shall be incorporated by reference codifying an upfront billing credit of $20,000 to the City from Contractor.

2. **Incorporation by Reference.** 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.

3. **Effect of Amendment.** This Amendment represents the complete and entire agreement and understanding between the parties and supersedes any prior agreement and understanding (written or oral) concerning the subject matter contained herein. Except as expressly modified by this Amendment, all provisions of the Agreement will remain unchanged and in full force and effect. The parties hereto acknowledge and agree that the recitals set forth are true and correct, and are incorporated into this Amendment. This Amendment will not be binding until fully executed by the parties.

4. **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

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

City of Tracy, a Municipal Corporation

By: _____
Nancy D. Young
Title: Mayor

Date: _____

Attest:

By: _____
Adrianne Richardson, City Clerk

EPIC iO Technologies, Inc., Delaware Corporation

By: Signed by: Duncan W Riley Jr 9A1718FE13884C7...
Duncan Riley
Title: Chief Executive Office

Date: 11/13/2024 | 1:13 PM PST

By: Signed by: kenny olsen 494DD6E78A30446...
Kenny Osley
Title: Chief Financial Officer

Date: 11/13/2024 | 1:36 PM PST

Approved as to form.

By: _____
Bijal Patel, City Attorney

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

IntelliSite

MASTER SUBSCRIPTION AGREEMENT

EXHIBIT "B-1"

This Master Subscription Agreement (the "Agreement"), by and between IntelliSite LLC, a California limited liability company having its principal place of business at 3463 Lakemont Blvd, Ft Mill, SC 29708 ("IntelliSite") and the Customer identified below ("Customer"), is dated as of the date of latest signature shown on City of Tracy Amendment #1 to GSA Agreement with IntelliSite LLC (the "Effective Date"). This Agreement is governed by and subject to the IntelliSite Terms and Conditions (the "Ts and Cs," located at: https://scaas.intellisite.io/compliance-tc.html) and the IntelliSite End User License Agreement (the "EULA," located at: https://scaas.intellisite.io/compliance-eula.html), which are incorporated herein by reference. Capitalized terms used but not defined herein shall have the meaning set forth in the Terms and Conditions. IntelliSite and Customer are each referred to herein as a "Party", and together, the "Parties."

RECITALS

This agreement sets forth the terms under which IntelliSite will provide a subscription to Customer to access and use certain IntelliSite-owned hardware and software for a defined duration following the Effective Date.

THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Definitions.

"Documentation" shall mean all manuals, user documentation, technical information and other related materials, or portions thereof, pertaining to the Software or Hardware furnished to Customer by IntelliSite in connection with this Agreement.

"Hardware" shall mean IntelliSite-owned equipment and devices furnished to Customer by IntelliSite pursuant to the terms of this Agreement, for use in Customer's network, facility, or other applications.

"Pricing Sheet" shall be the attached Schedule 3, which details the Products and pricing available to Customer from IntelliSite under an SOW. IntelliSite may change the Pricing Sheet from time to time upon notice to the Customer, but no such change shall affect any SOW in place as of such update.

"Software" shall mean IntelliSite's suite of software products, applications, features, and associated documentation furnished by IntelliSite to Customer for use pursuant to the terms of this Agreement, and exclusively in connection with hardware, equipment and devices supplied by IntelliSite or one of its certified agents or resellers.

"SOW" shall mean a Statement of Work issued by IntelliSite in connection with this Agreement, which may be executed by the Parties from time to time during the Term.

"Support Services" shall mean services provided by IntelliSite's to promote the continued function and operation of Hardware and Software during and in connection with this Agreement, as more fully defined in the attached Schedule 2 or an SOW issued pursuant to this Agreement.

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

2. Subscription; Grant of Rights.

IntelliSite agrees to furnish to Customer access to the Hardware and Software set forth on one or more SOW's, including the attached Schedule 1 (together, the "Products"), pursuant to a five-year subscription, starting as of the Effective Date of each SOW and ending as of the fifth anniversary thereof (the "Initial Term"). As of the end of the Initial Term, each SOW is Agreement shall renew bi-annually for successive two-year terms, unless a Party delivers written notice of non-renewal not less than 60 days (about 2 months) prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term"). This subscription includes a limited, non-transferrable license to use the Products, subject to the EULA, which license shall immediately terminate upon the expiration or any termination hereof.

For the avoidance of doubt, (i) all SOWs shall remain subject in all respects to the terms and provisions of this Agreement; (ii) the Term of each SOW shall be based on the effective date of such SOW, and (iii) this Agreement shall survive until the expiration or termination of any SOW issued in connection herewith.

3. Subscription Fee.

As consideration for IntelliSite's agreement hereto, Customer agrees to pay the Subscription Fee as defined and set forth in each SOW.

4. Support Services.

During the Term. IntelliSite agrees to provide Support Services to Customer in connection with the Products, as defined and pursuant to the terms set forth in the attached Schedule 2, and as further defined by any SOW. In the event Customer desires that IntelliSite provide functions or services excess of those set forth on Schedule 2 and/or an SOW, additional charges will apply.

5. Limited Warranty.

During the Term, IntelliSite warrants that the Products shall be in working order, be free from material defects and will substantially conform in all material respects with the user documentation (user manual, release notes, etc.). In the event of a Product failure, upon receipt of notice from the Customer, IntelliSite shall, at its election and within the time periods defined in Schedule 2, either replace or repair the Products, either: (1) use its reasonable commercial efforts to repair any material defect in the Products or (2) replace the Products to comply with the user documentation.

The warranty described herein does not extend to failure caused by Customer's installation, mishandling, misuse, or damage to the Products. Except as specifically set forth in this Agreement the EULA and Ts and Cs, IntelliSite expressly excludes all other warranties express or implied, including any warranty of merchantability or fitness for any particular purpose. IntelliSite in no way warrants or guarantees that the Customer's purpose in using the Products will be achieved, including without limitation, as they may relate to public safety, or prevention of loss or damage to persons or property.

6. Title to Products; Return; Damage.

At all times during and after the Term, the Products shall remain the sole and exclusive property of IntelliSite, and Customer's right to possess and operate the Products shall be limited as set forth herein. Upon acceptance of Products, Customer agrees to use best efforts to cover rental property under its property insurance for risk of loss, damage, theft, or destruction of the Products and assumes risk of loss from misuse, fault or negligence by Customer. IntelliSite warrants risk of loss from negligence in project design or workmanship by IntelliSite. Should damage not be covered by Customer's insurance, IntelliSite agrees to replace one time, which may

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

include adjustments in design to limit future damage. Upon the expiration or any termination of this Agreement, Customer agrees to promptly return the Products to IntelliSite's address set forth above. In the event the Products are not returned within 15 days following the end of the Term, or are damaged or destroyed while in Customer's possession, Customer shall pay the Replacement Cost set forth on the applicable SOW for each such Product.

7. Termination.

Unless otherwise provided in an SOW, the subscription created by this Agreement shall be non-cancellable and may not be terminated by either party during the Term, except in the case of a material breach by the other party, which remains uncured more than 30 days following receipt of written notice from the non-breaching party. Upon any termination of this Agreement by IntelliSite, the full Subscription Fee for the remainder of the Term, along with all other amounts then due and owing by the Customer, shall accelerate and become immediately due and payable.

8. Insurance.

IntelliSite agrees to maintain insurance policies to insure against loss raising from General Liability, Automobile Liability and Worker's Compensation. IntelliSite agrees that the limits of each policy shall not be less than $1,000,000 per occurrence, and the Customer shall be named as additional insured of such policies.

9. Indemnity.

Each party (i) hereby agrees to supply adequate insurance to secure the risks underlying the Products and the scope of the SOW, indemnity, defend and hold the other party harmless and (ii) agrees to indemnify and hold the other party harmless against any third-party acts or claims to the extent arising out of or resulting from a party's negligent acts or omissions.

10. Notices.

Any notice to a Party pursuant to this Agreement shall be deemed delivered upon the earlier of a) the receiving Party's acknowledgment of receipt; or b) the third business day after delivery via a tracked delivery method. Notices to IntelliSite shall be sent to the address set forth above. Notices to the Customer shall be delivered to the address set forth below.

11. Miscellaneous.

a. No assignment or transfer of this Agreement by Customer shall be valid without IntelliSite's written consent.

b. This Agreement shall be interpreted under the laws of the state of Delaware, and any proceeding to enforce or interpret this Agreement shall be brought before a court of competent jurisdiction in Charlotte, North Carolina.

c. Publicity. Customer acknowledges and consents to IntelliSite's use of Customer name and non-economic details of the Products for promotional and training purposes. To Opt-out of this provision, check box: ☐

d. Third-Party Services: IntelliSite does not self-perform any installation or security alarm monitoring services. To the extent such components are included in the Products subject to this Agreement, they will be performed by licensed and insured third parties, and IntelliSite's role shall be limited to project management of such scopes.

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

e. IntelliSite shall not be liable for failures or shortfalls of performance that are due to the occurrence of a force majeure event.

This Agreement, its schedules and SOWs, together with the EULA and Ts and Cs, contain the entire understanding and agreement between the parties respecting the subject matter hereof. This Agreement may not be modified or amended except by written agreement of the Parties. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the Construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

IntelliSite

SCHEDULE 1

SUBSCRIPTION STATEMENT OF WORK

Statement of Work
The City of Tracy, CA – Parks and Recreation Department

IntelliSite's Smart Community as a Service (SCaaS) brings immediate value to local communities across the country as an affordable monthly subscription. Delivered through City of Tracy powered by IntelliSite as a cloud-based solution. IntelliSite SCaaS addresses the needs of today's communities with the latest state-of-the-art safety and security monitoring solutions.

IntelliSite's SCaaS solution helps communities efficiently and cost-effectively manage safety and security with the intent to reduce crime rates and deliver data enablement. IntelliSite offers a complete video management solution featuring AI-based edge analytics, LPR, sensors, video recording, LED lighting, and loudspeakers. IntelliSite provides remote and interactive access to video footage via fiber or LTE/cellular networks.

IntelliSite is with you every step of the way. IntelliSite will help you plan, design, implement and operate your IoT, Safety and Security, and Computer Vision deployments.

IntelliSite offers a turnkey solution paired with best-in-class program with; backend platform to deliver services, enable customer support and bill the county clients. Support with development of joint marketing materials and development of a sales website for the county.

1. Effective Date. **September 8, 2021**

2. Master Subscription Agreement. This Statement of Work ("**SOW**") is made subject to and will be governed by the terms and conditions of the Master Subscription Agreement (the "**Agreement**") between IntelliSite and Customer. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement. Capitalized terms have the definitions given to them in the Agreement. In addition, as used throughout this SOW, the following terms will have the meanings set forth.

3. Purpose. This SOW establishes the Products and Services to be furnished by IntelliSite to Customer, and the deliverables to be delivered by IntelliSite under this SOW as described below (the "**Deliverables**"), and consistent with any Customer-supplied project plan, if applicable and attached to this SOW as an exhibit (the "**Project Plan**"). In the event of a conflict between the terms and conditions of the Agreement and this SOW, the provisions of this SOW will prevail, but only with respect to Services and Deliverables provided under this SOW.

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

4. Acceptance of Quote. Customer hereby accepts all terms of the IntelliSite quote attached hereto as Exhibit 1 (the "**Quote**").

5. Engagement/Purpose. For purposes of this SOW, Customer requires the work and services of IntelliSite specifically for the following: SCaaS Platform for Parks and Recreation Department, The City of Tracy, California

6. Product and Subscription Details/Fees. The Customer hereby subscribes for the following Products in the quantities and at the Subscription Fees set forth below. Unless otherwise defined below, all subscriptions set forth herein shall be for a term of five years from the Effective Date of this SOW.

No.	Products	Start Date	MSRP	Subscription Fee
1	IOT-UIGAI-2CAS-R: Universal IoT Gateway - 2-Camera Bundle	TBD	$824.00	$510.88
2	IOT-UIGAI-3CAS-R: Universal IoT Gateway - 3-Camera Bundle	TBD	$927.00	$574.74
3	IOT-UIGAI-4CAS-R: Universal IoT Gateway - 4-Camera Bundle	9/8/21	$1030.00	$645.00
5	IOT-UIG-OSFI-R-UF: One-Time UIG Field Install (price per UIG)	9/8/21	$3,000.00	$1,250.00
6	IOT-UIG-K2M SCaaS Self-Service Kiosk Workstation (2 HD Monitors + High Power CPU)	TBD	$650.00	$403.00
7	FSN-UNLTD4GLTE-US FirstNet mobile UNL Aircards/MiFi 4G LTE	9/8/21	$132.00	$60.00

Attachments may be added to this SOW to further detail the Deliverables, Services, pertinent specifications, requirements, rules and Timelines so long as all such attachments are approved and acknowledged by authorized representatives of both Customer and IntelliSite in writing.

7. Inspections, Approval and Acceptance. The services and Deliverables to be provided by IntelliSite will meet all requirements, specifications and instructions set out in this SOW and the Agreement (the "**Specifications**") unless specifically waived or amended in writing by Customer. Customer may inspect the services and Deliverables at any time for compliance with the specifications. If Customer determines that the services and Deliverables meet all applicable Specifications, then such Services and Deliverables will be deemed accepted by Customer upon written notice to IntelliSite.

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

8. Installation Services. [This section applicable only if installation services are included in SOW] Installation and other services shall be supplied by IntelliSite through the use of third-party contracts, and shall be performed pursuant to the Project Plan, if applicable. Unless otherwise agreed and detailed in this SOW, Customer agrees to deliver the installation site in clean and suitable condition for IntelliSite to perform the work without additional site preparation, including availability of suitable power supply and a detailed site plan depicting power locations and other relevant details for installation.

9. IntelliSite's Responsibilities.

A. Materials. Unless otherwise specifically set out in this SOW, IntelliSite will furnish (directly or through third parties or subcontractors) at its cost and expense all labor, equipment, materials, travel, supervision, training and all other items necessary to provide the services and Deliverables under the scope of this SOW.

B. Conduct. For this Engagement, IntelliSite will perform its obligations under this SOW in a good and workmanlike manner and to the reasonable satisfaction of Customer. IntelliSite will provide the Services in accordance with applicable laws, regulations and ordinances, and the Agreement. IntelliSite will use Customer-approved tools and methodologies only.

C. Timely Completion. Subject to Customer requirements of Section 8 above, IntelliSite will use best efforts to complete all installation and related services within 30 days of execution of this SOW.

10. Customer Responsibilities. Customer will provide IntelliSite with access to all site(s) and Customer property necessary to complete this SOW, as well as Customer's dedicated representative ("**Customer Representative**") set forth below:

Customer Representative: Richard Joaquin

Other Customer personnel: Kurt Tavares

11. IntelliSite Representative Requirements and Qualifications.

A. Representatives. The IntelliSite Engagement Manager for this Engagement is set forth below. In addition, IntelliSite key personnel performing work or services for the Engagement are identified below by name and title ("**IntelliSite Representatives**"). IntelliSite will notify Customer in writing of changes in the identity of the IntelliSite Engagement Manager and of any IntelliSite Representatives working on this Engagement.

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

IntelliSite Representative Name	Job Title
Eva Thomas	RSD
JP Kenney	Chief Revenue Officer
Sarah Sevier	Account Manager

B. Qualifications. IntelliSite Engagement Manager and all IntelliSite Representatives (collectively, "**IntelliSite Personnel**") will be fully trained prior to commencement of work under this SOW. All training costs will be borne by IntelliSite.

13. Reporting Requirements. IntelliSite will provide periodic progress reports to Customer Representative or as otherwise instructed by Customer. Any such reports shall contain reasonable detail about status, site conditions, pending information requests, open change requests and target delivery date(s).

14. Changes. Any change or modification in the scope, type, quality or requirements of the Deliverables and Services, Engagement Fees, or any other aspect of this SOW, will be by SOW Amendment, signed by Customer and IntelliSite.

15. Confidentiality. Except as set forth in the Agreement, the terms of this SOW are deemed Confidential Information. Each Party will keep this SOW and its terms confidential in accordance with the Agreement.

16. Connectivity. Hardware provided by IntelliSite includes necessary components to obtain connectivity for units. IntelliSite's proposal includes provision of SIM, broadband, support and related services ("Connectivity Services"). Customer acknowledges that if IntelliSite's inclusion of Connectivity Services is waived:

a) Customer assumes all costs and obligations related to such services, including provision of SIM, subscription and payment of broadband services and any support for connectivity related outages
b) Additional installation fees may apply if SIM's are not provided by Customer prior to equipment installation,
c) IntelliSite is not responsible for any operational or service failures of monitoring or remote support due to loss of Customer provided Connectivity Services.

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

IntelliSite

SCHEDULE 2

DESCRIPTION OF SERVICES INCLUDED

SERVICE OVERALL DESCRIPTION

Provide a remote monitoring solution for the CCTV security related hardware. These services will be provided to The City of Tracy, California. IntelliSite will provide a complete Health Monitoring service that is designed to help proactively monitor and maintain the performance of the IntelliSite hardware such as Universal IoT Gateway (UIG) and HD Video Security Cameras. IntelliCare™ features an easy-to-use dashboard with event warnings that enable remote diagnosis of server and camera status. Our team will be able to check the health of your UIG network system without having to deploy a technician in the field. We will be able to assess health notifications prior to arriving on site for repairs, saving valuable time and resources while ensuring minimum system downtime.

General Maintenance Plan Tasks

- Customer Support from our support engineers. Availability of our Technicians is 24/7.
- All work carried out remotely (for configuration management), the Service engineer will also note down any deficiencies in the system and recommend work required to maintain, full, trouble-free operation.
- A secure web address to access historical support ticket information and details of specific repairs that have been completed.
- Check system logs and verify continuous up-time.
- Carry out remote inspection of all major components: UIG®, Security Cameras, Accessories, and other IoT hardware devices that are part of the CCTV network.
- Verify video recording capabilities and hard drive recording capacity
- Ensure cameras are connected and configured for maximum and optimal coverage.
- Verify camera angles are appropriate for each site, and lens zooming is in accordance with the camera specifications and field of view requirements.
- Check operation of auto-iris and infrared filter switch (IR filter)
- Check condition of Pan / Tilt / Zoom (PTZ) unit, adjusting position of end stops and presets where applicable.
- Check operation of infrared illuminator units
- Check loud speaker functionality and proper functioning (using self-test of audio horn)

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

IntelliCare™ Security Service

With our IntelliCare™ Security Service, the overall intent is to provide a comprehensive integrated security solution designed to assist in the overall betterment of the security at the customer site.

Through the use of High-End Video Analytics and Loudspeakers deployed at strategic locations, our IntelliCare™ security agents are able to react to alarms, engage any suspicious individuals found onsite, contact law enforcement if required, and overall provide a great sense of security at the customer location.

The foundation of the IntelliCare™ Security Service is our ability to make live, real-time verifications of alarms, to help diffuse identified situations before they escalate out of control. 96% of the time when we make an announcement, we do not have to call police or security to assist in the situation. Another very important attribute of the IntelliCare™ Security Service is the artificial intelligence also known as video analytics.

This technology combines automated event detection based on rules we define. The result is the most proactive, comprehensive IP video surveillance solution to keep your organization and its most important assets safe.

When a situation or event is identified, an IntelliSite® agent will then follow the Account protocols as created by the customer (i.e. call security, building management, or the police, send e-mail, fax, or text information such as the incident report or video clips). All events and patrols are documented and recorded and will be distributed on a daily, weekly, or monthly basis according to your protocols.

REPAIR OF EQUIPMENT

IntelliSite agrees that it will, subject to the terms, conditions, and limitations hereof and provided through the maintenance agreement, provide repair service notifications to the City of Tracy, in order to ensure proper up-time of the CCTV system and minimize the risk of lack of video recording when an incident occurs. All efforts will be made to take advantage of any hardware manufacturer's warranties as appropriate. IntelliSite will also be responsible for all repairs and maintenance of the UIG systems, Cameras and other accessories provided as part of the solution.

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

SCHEDULE 2

GENERAL SUPPORT SERVICES

1. Basic Support: Upon customer request, IntelliSite will provide remote, dial-in support and diagnostic services for the Products to promote functionality.

2. Active Support: IntelliSite to provide periodic monitoring services to monitor status and functionality, with support notifications.

Exclusions: Support Services does not include on-site technician service, except in the case of a specific warranty claim that may be rendered by a third party. On site services available at additional fees.

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

IntelliSite

SCHEDULE 3

SERVICE LEVEL AGREEMENT

This Agreement includes IntelliSite's standard service level of support, which include the following:

- **Guaranteed Response Time** - All Service Requests related to this agreement warrant first response, evaluation, and/or attempted resolution via Phone and/or Remote Troubleshooting conducted by IntelliSite authorized support personnel within (4) business hours.
- **Remote Support Service** - IntelliSite will provide unlimited hours of remote support service relating to IntelliSite's Cloud or Software Components that are currently under subscription and current on payments. If issues are deemed not related to the software such as underlying hardware or network issues, support services will be suspended until underlying issues not covered by IntelliSite are remedied. All initial evaluation and remediation for Software and Hardware covered by a Warranty or Support Subscription will be done remotely within the Guaranteed Response Time prior to any onsite service being ordered. Onsite Service is only available if IntelliSite is contracted to provide such services and customer is current on payments. If required Onsite Service is not covered under contract or customer is not current on payments, client may request such services on a time & materials basis paid in advance. Any onsite troubleshooting or repair effort response up to and including product replacement will be scheduled for the first available appointment considering availability of replacement parts and resources. IntelliSite reserves the right to replace all or part of the equipment in lieu of repairs.
- **Availability** - IntelliSite guarantees 99.9% uptime for IntelliSite's Cloud Platform. Availability means that the Cloud Platform will be available for access. Availability does not mean that the solution will be 100% functional as factors outside of IntelliSite's control may cause varied levels of functionality such as power outages, Internet Provider Outages, Public Cloud Outages, DNS Outages, Emergency Security Maintenance Windows, etc. All of these are deemed outside of IntelliSite's control and are not subject to the standard availability guarantee.

IntelliSite Cloud Platform SLA (not On-Premises)

Priority	Business Impact Examples	SLA: First Response
(P1) Widespread Outage	Enterprise-wide outage, Significant Impact to business	**45 Min.** (24/7)
(P2) Widespread Degradation	Enterprise-wide service degraded, moderate impact to business	**1 Hr.** (24/7)
(P3) Local Outage	Departmental/ Group Outage with significant impact to multiple users	**2.5 Hrs.** (24/7)
(P4) Local Degradation	Departmental/Group service degraded, moderate impact to multiple users	**2.5 Hrs.** (24/7)
(P5) Isolated Outage	Single User/Limited outage, significant impact to a single user	**4 Hrs.** (Business Hours)
(P6) Isolated Degradation	Single User/Limited service degraded, moderate impact to a single user	**4 Hrs.** (Business Hours)

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

IntelliSite

IntelliSite On-Premises Cloud Platform SLA

Note: All Support is Remote unless Contracted Separately. All Supported Systems must have an Active Support Contract, be running IntelliSite RMM Toolset and be up to date on Payments.

Priority	Business Impact Examples	SLA: First Response
(P1) Widespread Outage	Enterprise-wide outage, Significant Impact to business	**2 Hrs.** (24/7)
(P2) Widespread Degradation	Enterprise-wide service degraded, moderate impact to business	**3 Hrs.** (24/7)
(P3) Local Outage	Departmental/ Group Outage with significant impact to multiple users	**4 Hrs.** (24/7)
(P4) Local Degradation	Departmental/Group service degraded, moderate impact to multiple users	**6 Hrs.** (24/7)
(P5) Isolated Outage	Single User/Limited outage, significant impact to a single user	**4 Hrs.** (Business Hours)
(P6) Isolated Degradation	Single User/Limited service degraded, moderate impact to a single user	**4 Hrs.** (Business Hours)

IntelliSite Hardware (Ex. UIG) Support

Note: All Support is Remote unless Contracted Separately. All Supported Systems must have an Active Support Contract, be running IntelliSite RMM Toolset and be up to date on Payments.

Priority	Business Impact Examples	SLA: First Response
(P1) Complete Outage	System outage, Significant Impact to business	**4 Hrs.** (24/7)
(P2) Service Degradation	System service degraded, moderate impact to business	**8 Hrs.** (24/7)
(P3) Isolated Outage/Degradation	Single User/Limited outage/degradation, significant impact to a single user	**4 Hrs.** (Business Hours)

IntelliSite Hardware (Ex. UIG) Warranty Replacement

Note: All Support is Remote unless Contracted Separately. All Supported Systems must have an Active Support Contract, be running IntelliSite RMM Toolset and be up to date on Payments.

Priority	Business Impact Examples	SLA: First Response
(P1) Complete Hardware Failure	System outage, Significant Impact to business	**Replacement Ships Same Day**
(P2) Limited Hardware Failure	System service degraded, moderate impact to business	**Replacement Ships When Exact Issue is Determined**
(P3) Sporadic Service Issues	Single User/Limited outage, significant impact to a single user	**Replacement Ships When Exact Issue is Determined**

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

IntelliSite

EXHIBIT "C-1"

Thursday, May 20, 2021

City of Tracy
Richard Joaquin
333 Civic Center Plaza
Tracy, CA 95376
Richard.Joaquin@cityoftracy.org

Dear Richard,

IntelliSite's Smart Community as a Service (SCaaS) brings immediate value to local communities across the country as an affordable monthly subscription. Delivered as a cloud-based or on-premises solution, IntelliSite SCaaS addresses the needs of today's communities with the latest state-of-the-art safety and security monitoring solutions.

IntelliSite's SCaaS solution helps communities efficiently and cost-effectively manage safety and security with the intent to reduce crime rates. IntelliSite offers a complete video management solution featuring AI-based edge analytics, sensors, video recording, LED lighting and loudspeakers. IntelliSite provides remote and interactive access to video footage via fiber or LTE/cellular networks.

IntelliSite is with you every step of the way. IntelliSite will help you plan, design, implement and operate your IoT, Safety and Security and Computer Vision deployments. IntelliSite offers a turnkey solution paired with best-in-class customer experience.

Please do not hesitate to reach out to me with your questions and concerns. Thank you and I look forward to working with you.

JP Kenney
Chief Revenue Officer
IntelliSite, LLC

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

City Parks & Service Yard

Product Details		Recurring Suggested Price	Recurring	Qty	Ext. Recurring
IOT-UIG-4CAS-R	**IOT UIG 4-Camera Bundle** IntelliSite UIG 4 Cameras, Speaker, Basic AI, VMS, Modem, Eyes On, Remote Support	$1,030.00	$645.00	11	$7,095.00
INT-EYES-ON-CREDIT	**Remove Eyes ON** Remove Eyes On Services	($25.00)	($25.00)	11	($275.00)
FSN-UNLTD4GLTE-US	**FirstNet mobile UNL Aircards/MiFi 4G LTE** FirstNet mobile UNL Aircards/MiFi 4G LTE -FirstNet is a public safety only 4G/LTE network which enables agencies to benefit from unrestricted data access with the ability to prioritize video access during an emergency and when cellular networks before saturated. AT&T FirstNet is first-in-class 4G/LTE & 5G network.	$132.00	$48.00	11	$528.00

Monthly - 5 Year Subtotal: **$7,348.00**

Legacy Fields Services

Description		Recurring	Qty	Ext. Recurring
INT-CARE-U-STND-Tracy	**IntelliCare Standard UIG Monthly** IntelliSite IntelliCare Standard UIG Support (8X5) - Monthly	$83.00	10	$830.00
INT-CARE-RMMR-Tracy	**IntelliCare 24X7 Remote Monitoring and Mgmt with Remediation** IntelliCare 24X7 Remote Monitoring and Management with Remote Remediation - Monthly	$20.00	10	$200.00
INT-CARE-U-AR-Tracy	**IntelliCare Adv Rplmnt UIG** IntelliSite IntelliCare Advanced Replacement - UIG - Monthly	$61.50	10	$615.00
INT-MAINTENANCE-TRACY	**City of Tracy Maintenance Agreement** City of Tracy Maintenance Agreement - Monthly	$80.00	10	$800.00

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

Legacy Fields Services

Description		Recurring	Qty	Ext. Recurring
IOT-UIG-EyesOn-Tracy	**IOT Eyes On Service Per Gateway**	$25.00	10	$250.00
	IOT Eyes On Service Per Gateway 1 Year			
INT-EYES-ON-CREDIT	**Remove Eyes ON**	($25.00)	10	($250.00)
	Remove Eyes On Services			

Subtotal: **$2,445.00**

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

IntelliSite

City of Tracy - SCaaS - Parks

Prepared by:

IntelliSite, LLC

JP Kenney
803-904-8519
jp.kenney@intellisite.io

Prepared for:

City of Tracy

333 Civic Center Plaza
Tracy, CA 95376
Richard Joaquin

Richard.Joaquin@cityoftracy.org

Quote Information:

Quote #: 000369

Version: 1
Delivery Date: 05/20/2021
Expiration Date: 05/28/2021

Expenses Summary

Description	Amount
Legacy Fields Services	$2,445.00
Total:	**$2,445.00**

Monthly - 5 Year Expenses Summary

Description	Amount
City Parks & Service Yard	$7,348.00
Monthly - 5 Year Total:	**$7,348.00**

Payment Options

Description	Payments	Interval	Amount
Term Options			

Jurisdictional taxes will be applied whenever applicable. Shipping, handling, and other fees may also apply. We reserve the right to cancel orders arising from pricing or other errors.

IntelliSite, LLC

Signature: _____

Name: JP Kenney

Title: Chief Revenue Officer

Date: 05/20/2021

City of Tracy

Signature: _____

Name: Richard Joaquin

Date: _____

Docusign Envelope ID: D452AAC2-4B85-41FE-8938-394B7A2C2551

IntelliSite

EXHIBIT "D-1"

FREE RENT AGREEMENT

This Free Rent Agreement dated September 8, 2021 (the "Effective Date") is executed and delivered by City of Tracy (the "Buyer"), to IntelliSite, LLC (IntelliSite).

WHEREAS, the Buyer has acquired license in certain software and/or services and has agreed to forego use of those assets and is entering a Statement of Work (SOW) subject to a Master Subscription Agreement (MSA) of even date herewith;

NOW, THEREFORE, in consideration of IntelliSite's payment or upfront credit to Buyer of [**Free Rent**] (**$20,000.00**), the receipt and sufficiency of which is hereby acknowledged, the parties hereby agrees as follows: The Buyer hereby warrants to IntelliSite, its successors and assigns, its intent to forego Buyer's rights in use of the Ocularis video management system in favor of IntelliSite's integrated video management system for locations subject to the MSA.

IntelliSite shall assume no liabilities of Buyer.

Concurrent with the later of executing the Master Subscription Agreement or completion of work under the SOW, at Buyer's option, IntelliSite will issue payment or credit to Buyer for the Free Rent in entirety. If credit is issued, IntelliSite will offset such credit against invoices issued in connection with the SOW without any further action of Buyer until such credit is exhausted.

Buyer agrees that in the event the SOW or MSA are cancelled for any reason prior to completion of the Initial Term as defined in those agreements, Buyer shall owe IntelliSite full reimbursement for the Free Rent.

This Agreement shall be binding upon, and inure to the benefit of, the parties and their successors and assigns, and shall be governed by the laws of the State of California without regard to conflicts of law principles.

November 19, 2024

Agenda Item 1.O

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving the execution of a Professional Services Agreement with the Jefferson School District effective retroactively from August 1, 2024, utilizing one (1) Tracy Police Officer to serve as a School Resource Officer for a contract term of one year.

EXECUTIVE SUMMARY

This agenda item seeks adoption of a resolution by the City Council approving execution of a Professional Services Agreement (PSA) with the Jefferson School District (JSD) which will provide one (1) Tracy Police Officer to serve as School Resource Officer for the Jefferson School District. The agreement entails stationing of one (1) Tracy Police Department (TPD) officer as a School Resource Officer (SRO) at a specific JSD location and will aid the school district in ensuring that the school grounds and surrounding areas are safe from criminal activity. JSD is paying one half of the actual rate of pay for an SRO, based on a 40-hour week set forth in the Salary Schedule located in the Memorandum of Understanding (MOU) between the City of Tracy (City) and the Tracy Police Officers Association. JSD is also paying one half of the actual cost of a new Ford Police Explorer Utility vehicle that will be assigned to the SRO.

BACKGROUND AND LEGISLATIVE HISTORY

Since 1999, the TPD has provided an SRO to the Tracy Unified School District and has shared the funding for each SRO. In 2006, the TPD, in partnership with the Tracy Unified School District, added a third SRO. In 2024, with the continued growth of the Jefferson School District, there is a need for a dedicated School Resource Officer at JSD, which will create a fourth SRO position. The execution of this PSA will establish a contractual commitment to provide one (1) Tracy Police Officer to serve as a School Resource Officer to deliver police services to the Jefferson School District.

ANALYSIS

The JSD plans to enhance safety by assigning one (1) Tracy Police Officer to serve as an SRO. The TPD has had a longstanding working relationship with the School District in the City and is willing to fulfill the JSD's request for Police Services. A one-year contract has been negotiated between the Tracy Police Department and the Jefferson School District, covering the period from August 1, 2024, to June 30, 2025. The SRO will be stationed at a specific JSD location and will aid the school district in ensuring that the school grounds and surrounding areas are safe from criminal activity.

FISCAL IMPACT

One-half of the JSD SRO position cost is absorbed within the Tracy Police Operational Budget for fiscal year 24/25. JSD shall pay the City the remaining half of the actual rate of pay for an SRO, based on a 40-hour work week. The Officers salaries are set forth in the Salary Schedule located in the Memorandum of Understanding between the City and the Tracy Police Officers Association (July 1, 2023, through June 30, 2025).

In addition, JSD shall pay the City one-half of the actual cost of a new Ford Police Explorer Utility vehicle that will be specifically assigned to the Jefferson School District SRO.

PUBLIC OUTREACH/ INTEREST

Not applicable

COORDINATION

Not applicable

CEQA DETERMINATION

Not applicable

STRATEGIC PLAN

This agenda item supports the City of Tracy's strategic plan related to the Council's priority for Public Safety to continue strengthening Community Safety through Crime Prevention Reduction Activities.

ACTION REQUESTED OF THE CITY COUNCIL

The staff recommends that the City Council adopt a resolution:
(1) approving execution of a Professional Services Agreement with the Jefferson School District effective retroactively from August 1, 2024, utilizing one (1) Tracy Police Officer to serve as a School Resource Officer for a contract term of one year.

Prepared by: Daniel Garcia, Acting Police Lieutenant

Reviewed by: Miguel Contreras, Acting Police Captain
Beth Lyons-McCarthy, Police Support Operations Manager
Sekou Millington, Chief of Police
Sara Castro, Director of Finance
Karin Schnaider, Assistant City Manager
Kamalpreet Gill, Deputy City Attorney

Approved by: Midori Lichtwardt, City Manager

Attachment A – Professional Services Agreement with Jefferson School District

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT
SCHOOL RESOURCES OFFICER SERVICES

This Professional Services Agreement (hereinafter "Agreement") is made and entered between the City of Tracy, a municipal corporation (hereinafter "City"), and the Jefferson School District, (hereinafter "District"). City and District are referred to individually as "Party" and collectively as "Parties."

RECITALS

The following recitals are a substantive portion of this agreement:

A. District seeks to provide increased safety at its public schools by utilizing one (1) Tracy City Police Department Officer ("Officer") designated and assigned by the City as School Resource Officer ("SRO").

B. The City desires to assign and designate the Officer to serve as SRO.

C. The Parties do not intend this Agreement to create on the part of the City or the SRO any duty of care other than the normal duty of care of a police officer. The Parties agree that the District is not delegating to the City the District's duty to protect its students from foreseeable dangers and the District acknowledges that it is in the best position to access, discover, and prevent potential threats. The DISTRICT and CITY desire to create an atmosphere of cooperation toward the common goal of providing a safe learning environment for students and staff.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES. The City shall, in its sole discretion, assign and establish the schedule for the SRO to perform the services described in Exhibit "A" in accordance with the terms and conditions contained in this Agreement ("Services"). Exhibit "A" is attached to this agreement and incorporated herein as though fully set forth.

SECTION 2. TERM. The term of this agreement shall begin on August 1, 2024, and end on June 30, 2025, unless terminated in accordance with Section 13.

SECTION 3. DUTIES OF SRO. In addition to any duties described in Exhibit A, the SRO duties shall include but not be limited to:

3.1. SRO will provide law enforcement expertise to assist the school staff and the District in maintaining safety at the DISTRICT.

3.2. The District and the SRO will work to establish and maintain a collaborative partnership amongst themselves and with the school administration in the SRO's region to provide a safe school environment. The SRO will regularly communicate with the school administration in their region as necessary to share information, discuss issues, and discuss concerns of mutual interest to the City and the District.

3.3. Attend, whenever possible, schools and District in-service training at the invitation of the District Superintendent or designee.

SECTION 4. DUTY SCHEDULE. Currently, the officers assigned as SRO work four days a week, ten hours a day, which is referred to as the "4/10 schedule" in accordance with the City's MOU (as defined below). The City will set the schedule for the SRO to perform the Service at all times considering the District's school hours and the needs of the City. Whenever possible, it is the intent of the parties that the SRO's duty hours shall

conform to the school day. An SRO may be unavailable due to illness, vacation, training, or other department needs. It is not a material breach of this agreement if the SRO and or marked police vehicle is absent from a District campus. Understanding that campus security is a primary concern, the SRO position will be filled by an officer deemed suitable by the department after the assigned officer has been vacant for 2 weeks for any reason until another officer can be chosen for the assignment at the sole discretion of the City.

SECTION 5. SELECTION OF LAW ENFORCEMENT PERSONNEL. The District will provide input regarding the selection of the SRO as described herein**.**

It is understood and agreed that the SRO assigned to the District will normally be so assigned for four year terms at the direction of the City. Notwithstanding this normal commitment, such personnel may be assigned to other duties within the Police Department for purposes of promotional opportunities, career advancement, or otherwise determined by the Chief of Police, unless otherwise prohibited by law or City policy. The City shall provide the District Superintendent with prior notice regarding any person's reassignment from the District.

In the event that the District Superintendent reasonably believes that an SRO is not performing his/her duties or responsibilities, the District Superintendent or designee shall notify the City in writing of the reasons the SRO is not effectively or proficiently performing his/her duties or responsibilities and may also recommend that the SRO be removed as an SRO. Within ten (10) school days of such notice, the City or Police Chief or their designee, shall meet with the SRO and the District Superintendent or their designee and attempt to resolve any problems which may exist. At such meeting, specified City, District, or school staff may also be present upon mutual agreement of the City and Superintendent or their designees. If reasonable attempts are made to resolve any issues that may exist and the issues cannot be resolved, then the SRO may be removed from the SRO program at the City's discretion at the request of the District Superintendent.

The City Chief of Police, at their discretion, may dismiss or reassign the SRO based on departmental rules, regulations, administration reasons, and/or departmental directives, or when it is in the best interest of the City to do so.

In the event of resignation, dismissal, or reassignment of the SRO, or in the case of long-term absence by the SRO, five or more workdays, the City shall attempt to provide a temporary replacement of the SRO, and a temporary replacement for the SRO shall be made as soon as practical.

SECTION 6. COMPENSATION. For the performance of the Services, the District shall pay the City one- half of the actual rate of pay for an SRO, based on a 40-hour work week. The Officers salaries are set forth in the Salary Schedule located in the Memorandum of Understanding between the City and the Tracy Police officers Association (July 1, 2023 through June 30, 2025) ("MOU"). The MOU is public information and can be found at https://www.cityoftracy.org/our-city/departments/human-resources/salary-schedules-mous-and-benefits.

Pursuant to the MOU, Officers receive a 5% pay increase when assigned as an SRO. This 5% increase will be included in the cost of their services the District will pay to the City.

Therefore, based on the MOU the amount paid by the District for one officer to serve as described in this Agreement, not including assigned work in excess of 40 hours, will be $__130,909_per year___, but shall not exceed $_$450,000 per year_____.

$261,818	Fully Burdened Step E + 5% incentive
1	Officer
$261,818	
50%	School District Share
$130,909	District Annual Portion

If the officer is assigned work in excess of 40 hours or required to perform Additional Services, District shall pay additional compensation to City at a rate of 1 ½ times their hourly rate, as directed by the MOU, for each hour worked or additional Service performed. "Additional Services" shall mean any work that is deemed by City to be necessary for the proper implementation of Services, but not included within the Scope of Services described in Exhibit "A".

SECTION 7 POLICE VEHICLE. The District shall pay the City one-half of the actual cost of a new Ford Police Explorer Utility vehicle that will be specifically assigned to the Jefferson School District SRO. If this Agreement is terminated or suspended by either party prematurely by either party pursuant to Section 13, the City will refund the District for the District's portion of its' purchase cost of the vehicle on a pro-rata basis based on the number of months that the vehicle is not used for District SRO purposes out of the 12 month Agreement term. The vehicle will be fully equipped with some of the following:

VEHICLE SPECIFICATIONS

Ford Police Interceptor Utility

- Current Model Ford Police Interceptor Utility
- 3.3l V6 direct ignition ***NON-TURBO***
- Black and White exterior
- Roof and front doors white Package 91C
- Dome lamp red/white in cargo area
- Hidden door plunger inoperative handle
- Keyed alike, 1284X
- Reverse sensing system
- LED Spot lamps, Driver/Passenger
- SYNC Hands-Free Bluetooth
- Rear window power delete
- Ultimate wiring kit
- Police wire connector kit, front
- Police wire connector kit, rear
- Noise suppression bond straps
- Police engine idle feature
- Dark car/silent mode
- Ford PI utility skid plate
- Mobile digital computer
- Axon Cameras
- Cage
- DMV registration with exempt plates (City of Tracy. 520 Tracy Blvd. Tracy, CA 95376)
- Delivered to the City of Tracy 520 Tracy Blvd. Tracy, CA 95376

$120,000	Estimated New fully equipped Ford Police Utility Patrol vehicle
50%	School District Share
$60,000	District One-Time Payment Share Portion

The price of the fully equipped patrol vehicle is an estimate and shall not exceed $120,000. If the fully equipped patrol vehicle costs less than $120,000, the City and District will share the new cost. Fuel expenses and maintenance on the vehicle required per manufacturer's guidelines and industry standards incurred during the performance of services under this agreement shall be the responsibility of the City.

SECTION 8 INVOICES. City will bill District actual costs for services thirty (30) days in arrears beginning August 1, 2024 and District shall remit payment within thirty (30) days.

SECTION 9. EMPLOYMENT OF OFFICER(S). City shall retain control over supervision, wages, and other terms and conditions of employment of the Officers and SRO providing the Services under this Agreement. The Parties acknowledge that such officers are held to the requirements of the law and City policies and procedures. The District may provide feedback to the City regarding the evaluation of the officers; however, the City shall be responsible for evaluating, managing, and supervising the Officers. The District shall immediately notify City of any concerns regarding the performance of the assigned officer, including, but not limited to, adherence to the duty schedule and quality of Services.

SECTION 10. COMPLIANCE WITH LAWS. The Parties shall keep themselves informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders that may affect in any manner the performance of the Services or those engaged to perform Services under this Agreement.

SECTION 11. INDEMNITY.

11.1 The District shall indemnify, defend, and hold harmless the City, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the District, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the District.

11.2 The City shall indemnify, defend, and hold harmless the District, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the City, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the City.

11.3 If an indemnifying party defends or prosecutes any third party claim, the indemnified party will reasonably cooperate in the defense or prosecution thereof and will furnish such records, information and testimony, provide such witnesses and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested in connection with such third party claim. Such cooperation will include access during normal business hours afforded to the indemnifying party to, and reasonable retention by the indemnified party of, records and information that are reasonably relevant to such third party claim, and making the indemnified party and its employees and agents available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

11.4 It is the intention of the District and City that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, subcontractors, and governing board.

11.5 Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this Agreement. With the exception of claims or actions against one another, each party will reasonably cooperate in the defense of claims or actions against either party arising under this Agreement or legal challenges brought as to the validity of the Agreement.

11.6 The provisions of this indemnity shall survive the expiration or termination of the Agreement.

11.7 If the District rejects a tender of defense by the City and/or the Officers under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District. The Parties understand that student privacy rights may limit the City's and SROs' access to District information, and that the District has broader authority to set and enforce rules governing operation of schools than does the City. For these reasons, among others, the Parties agree that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer/SRO that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned officer/SRO and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement, neither the City nor its assigned officer/SRO intends to waive any immunities to which they would be entitled in the absence of the Agreement.

SECTION 12. INSURANCE. District shall, throughout the duration of this Agreement, maintain insurance to cover District, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

12.1 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.

12.2 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.

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

12.4 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.

12.5 Endorsements. District shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

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

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

12.6 Notice of Cancellation. District 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. District shall immediately obtain a replacement policy.

12.7 Authorized Insurers. All insurance companies providing coverage to District 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.

12.8 Insurance Certificate. District 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.

12.9 Substitute Certificates. District 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.

12.10 District's Obligation. Maintenance of insurance by the District as specified in this Agreement shall in no way be interpreted as relieving the District of any responsibility whatsoever (including indemnity obligations under this Agreement), and the District 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.

SECTION 13. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

13.1 Either Party may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice thereof to the other Party. Upon receipt of such notice, City will immediately discontinue its performance of the Services.

13.2 Upon such suspension or termination by either Party, City will be paid for the Services rendered or materials delivered to District in accordance with the Scope of Services on or before the effective date (i.e., 30 days after giving notice) of suspension or termination.

13.3 No payment, partial payment, acceptance, or partial acceptance by City will operate as a waiver on the part of City of any of its rights under this Agreement.

SECTION 14. NOTICES. All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To City:
Tracy Police Department
Attn: Community Services Division Lieutenant Miguel Contreras
1000 Civic Center Drive
Tracy, California 95376

With a copy to
City Attorney's Office
333 Civic Center Drive
Tracy, CA 95376

With a copy To District:
Jefferson School District
Attn: Superintendent
1219 Whispering Wind Drive
Tracy, CA 95377

SECTION 15 – DISPUTE RESOLUTION. If any dispute arises between the City and District that cannot be settled after engaging in good faith negotiations, City and District agree to resolve the dispute in accordance with the following:

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

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

15.3 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.

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

15.5 The Parties shall equally bear the costs of any third-party mediator in any alternative dispute resolution process.

15.6 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.

SECTION 16. CONFLICT OF INTEREST.

16.1 Both Parties certify that they will comply with all laws applicable to governmental agencies and related conflicts of interest.

16.2 If the City determines the District is a "Consultant," as that term is defined by the Regulations of the Fair Political Practices Commission, District shall within five (5) days of written notice of such determination by the City, file the appropriate financial disclosure documents required by the Tracy Municipal Code and the Political Reform Act.

SECTION 17. NONDISCRIMINATION. The District and City certify that in the performance of this Agreement, they shall not discriminate in the employment of or interaction with any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person.

SECTION 18. PERSONAL INFORMATION. If, pursuant to this Agreement with District, City shares with District personal information as defined in California Civil Code Section 1798.81.S(d) about a California resident ("Personal Information"), District shall maintain reasonable and appropriate security procedures to protect that personal information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the personal information. District shall not use personal information for direct marketing purposes without City's express written consent. Similarly, the City shall maintain reasonable and appropriate security procedures to protect personal information pertaining to District students or employees.

SECTION 19. PREVAILING PARTY. The prevailing party in any action brought to enforce the provisions

of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action.

The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

SECTION 20. SEVERABILITY. If any part hereof is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

SECTION 21. MISCELLANEOUS

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

21.2 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.

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

21.4 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.

21.5 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.

21.6 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. Nothing contained in this Agreement is intended to amend, modify, supersede, or in any way diminish the terms of the MOU.

21.7 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.

21.8 Signatures. The individuals executing this Agreement on behalf of the District 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.

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

21.10 Waiver. 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.

SECTION 22 INTEGRATION OF PRIOR TERMS AND CONDITIONS:

This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement at the level of City Manager or City Attorney or equivalent.

The indemnity sections shall survive termination or expiration of this Agreement.

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

City of Tracy

By: Miguel Contreras
Title: Lieutenant, Community Services Division
Date: _____

By: Sekou Millington
Title: Chief of Police
Date: _____

_____
By: Midori Lichtwardt
Title: City Manager
Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Bijal Pital, City Attorney

Jefferson School District

By: James W. Bridges, Ed.D.
Title: Superintendent
Date: 9/24/2024

Exhibit: A Scope of Services

EXHIBIT "A" SCOPE OF SERVICES

The District School Resource Officer ("SRO") shall perform the following Services. Notwithstanding anything contained in this exhibit or the Agreement to the contrary, neither the City, nor the Tracy Police Department, is assuming any of the District's responsibility (or accompanying liability) for providing safe school grounds, minimizing criminal activity, or any other obligation customary carried out by a school district.

Role of the Resource Officer:

1. SRO shall take reasonable action to assist the District in making the District's school grounds and adjacent grounds safe from criminal activity.
2. To the extent practicable, develop a rapport with school staff and students to minimize disruptive influences on campus.
3. Take reasonable action to assist the District with all aspects of crime prevention and school safety.
4. Take reasonable action to assist the District in the prevention of truancy.
5. Travel between District campuses, with the District understanding and acknowledging that such travel will take the Officers off-campus and result in the lack of the presence of an officer and marked vehicle during such times.

Responsibilities/Procedures:

1. The SRO shall assist the District in resolving truancy issues, including, to the extent practicable, attending Student Attendance Review Board (SARB) meetings and Truancy Mediation Meetings with District Attorney; other duties may include providing information on criminal consequences of truancy.
2. Testify at the District Discipline Review Board and Student Attendance Review Board when requested and provided the SROs requested to testify have knowledge of the facts at issue.
3. To the extent practicable, take reasonable action to assist the District when an emergency situation occurs. The District is primarily responsible for the management, transportation, and release of the students; however, it is intended that the SROs will take responsibility for making the campus safe, preventing further disruption on campus, and protecting any crime scene.
4. Take reasonable action to locate runaways and assist in the investigation of reported missing District students, as it relates to their attendance at school.
5. Take crime reports for incidents that occur on campus or related to school activities.
6. Participate in both site and District safety meetings
7. To the extent required by law, appear and testify in court when needed, provided the SROs requested to testify have knowledge of the facts at issue.
8. Work in collaboration with school security.
9. Provide statistics related to crime, as requested.
10. Take reasonable action to assist the District in school investigations that involve criminal violations.

Hours and Days:

1. Provide Police services during the school year and at mutually agreed to summertime activities (i.e., summer school, registration days.)
2. Officers are currently assigned to work the "4/10 Schedule" (four, ten-hour days per week), and will work with the District to arrange for the days to be covered. Currently, all SRO's work either a Monday-Thursday or Tuesday- Friday, which comports to the school days, the days

which see the most calls for service on the campuses, and the Officers' MOU with the City.

3. Officers must be flexible with their time and/or overtime to assist in evening supervision of nighttime activities and weekend activities.
4. After Hours Community Policing. The SRO shall assist the District in providing security, directing traffic, and interacting with students and the community at activities such as football games, school dances, graduation ceremonies, etc., as mutually agreed upon. The City will invoice the District for the actual cost, (typically 1 ½ times the Officers' salaries as prescribed to in the MOU with the City), for the officers that work these events.

EXHIBIT A SCOPE OF SERVICES

1. **District Authority:** The District, at its sole discretion, may implement, modify, or replace any student record database at any time and may choose to provide TPD access to only selected parts of that database for access to student emergency contact information. Further, the District may remove, relocate, or add Security Cameras at any time and may, at its sole discretion and at any time, choose to provide TPD access to only selected cameras or to all Security Cameras. Nothing in this MOU constitutes a relinquishment of District ownership or authority to control the student directory information found on AERIES and video surveillance from Security Cameras at District sites and facilities. The District shall not be considered an agent or division of the City of Tracy.

2. **TPD Emergency Situation Access to Student Records:** Pursuant to federal law and California Education Code section 49076, TPD may access student records found on AERIES "if the knowledge of the information is necessary to protect the health or safety of a pupil or other persons." In the event of an emergency situation which includes, but is not limited to: active shooter(s), bomb threats, or any other immediate threat to life, limb, or safety of District students or staff, TPD may access student directory information found on AERIES without prior District approval ("Emergency Situation Access").

3. **TPD Emergency Situation Access to Security Cameras:** Similarly, in the event of an emergency situation which includes, but is not limited to: active shooter(s), bomb threats, or any other immediate threat to life, limb, or safety of District students or staff, TPD may access the Security Cameras' real-time footage and video recordings without prior District approval ("Emergency Situation Access"). Emergency Situation Access shall extend to emergency situations that occur both during and after school hours when TPD (1) is notified of an alarm sounding or (2) suspects criminal activity on District property.

4. **Limitations to Access:** TPD shall not routinely access student information on AERIES; monitor the District's Security Cameras in real-time; routinely review other non-directory information on AERIES; nor routinely review the video recordings from the Security Cameras except in the case of emergency situations as described above and in limited nonemergency
situations at the invitation of the District's Superintendent or designee,
including site administrators. The Parties expressly agree and acknowledge that if TPD wishes to obtain a copy of student records or video footage for any purpose other than immediate response to an emergency, such as to aid in a criminal investigation or prosecution, TPD will follow the usual process under the law for seeking confidential information from the District.

5. **Training:** All TPD personnel with access to AERIES, or any student record database used by the District, and the Security Cameras or video recordings shall be instructed in the technical and ethical parameters of appropriate use and shall receive a copy of this MOU and provide a written acknowledgment that they have read and understood its contents. The District shall provide this training as requested by TPD. TPD may record the training and maintain a copy of the recording and training materials for future reference and use for the purposes of this MOU.

6. **Monitoring of Use:** TPD access to AERIES and the District's Security Cameras shall remain off unless and until an Emergency Situation as defined in this MOU occurs, or in limited non-emergency situations at the invitation of the District's Superintendent or designee, including site administrators. TPD and the District will hold an annual meeting to ensure all parties are in communication.

7. **Dissemination:** Unless otherwise required by law or court order, TPD shall not disseminate or release, in any way to any third party, confidential pupil information from AERIES or real-time footage or video recordings from the Security Cameras. If TPD is required to release any acquired information as set forth in the preceding sentence, TPD shall immediately notify the District in writing by providing a description of the information to be released and the reasons for the release. Upon request by the District, TPD shall meet with the District in good faith to address any privacy concerns that District may have about the release of the acquired information. In the event video footage or other information shared with TPD in connection with a health or safety emergency under this MOU constitutes a "pupil record" under law and policy, the District will keep a record of that disclosure and document the articulable and significant threat to the health and safety of persons that justified the disclosure to TPD. Other requests for the release of student records or other recorded material must be approved in writing by the District's Superintendent or designee.

8. **Protection of Confidential Information:** TPD acknowledges that in viewing student information on AERIES and Security Camera footage as provided under this MOU, TPD may come into possession of information directly related to or featuring particular individuals that may be considered confidential student information ("Confidential Information") and protected from public disclosure pursuant to the Family Education Rights and Privacy Act ("FERPA" 20 U.S.C. § 1232g) and other applicable California State laws. TPD shall take all reasonable steps necessary to protect and maintain the confidentiality of Confidential Information. TPD shall only permit TPD employees who reasonably require access to carry out their job functions to access Confidential Information. In the event of an accidental disclosure of Confidential Information, either to a third party or employee who does not require access, TPD shall take all reasonable steps to secure the return of such information and shall inform the District within twenty-four (24) hours of disclosure. TPD shall defend, indemnify and hold harmless the District from any and all claims that in anyway relate to, the breach of this provision, including, without limitation, the disclosure of Confidential Information, whether knowingly or unknowingly, intentionally or unintentionally, or using information contained in AERIES or in footage obtained from the District's video surveillance cameras for a use other than the uses specified herein, except as required by applicable law or court order.

9. **Confidential List of Designated TPD Personnel for Access:** TPD shall provide the District no later than April 15 of each year of this MOU a confidential list of designated TPD personnel who are authorized to access AERIES or activate the Security Cameras to view live streaming video. TPD shall provide the contact information, position, rank and supervisors' contact information.

10. **No Waiver of Constitutional Rights:** The Parties agree that through this MOU, the District is in no way waiving its, its employees, or its student's rights to be free from unreasonable searches and seizures pursuant to either federal or state law.

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH THE JEFFERSON SCHOOL DISTRICT EFFECTIVE RETROACTIVELY FROM AUGUST 1, 2024 UTILIZING A TRACY POLICE DEPARTMENT OFFICER AS SCHOOL RESOURCE OFFICER (SRO) FOR A TERM OF ONE YEAR.

WHEREAS, since 1999, the Tracy Police Department (TPD) has provided an SRO to the Tracy Unified School District and has shared the funding for each SRO; and

WHEREAS, the presence of an SRO enhances the safety of a school district by ensuring that the school grounds and the surrounding areas are safe from criminal activity; and

WHEREAS, the Jefferson School District (JSD) has contacted the City of Tracy (City) about utilizing one (1) officer from TPD as an SRO for the JSD; and

WHEREAS, TPD has negotiated a Professional Services Agreement (PSA) with JSD for a one year term; and

WHEREAS, the PSA, attached as Exhibit 1 provides that TPD will provide one (1) SRO to the JSD and JSD shall pay one half of the actual rate of pay for the actual rate for pay for an SRO, based on a 40-hour week set forth in the Salary Schedule located in the Memorandum of Understanding between the City of Tracy (City) and the Tracy Police Officers Association, and JSD is also paying one half of the actual cost of a new Ford Police Explorer Utility vehicle that will be assigned to the SRO; and

WHEREAS, the remaining balance for the SRO's pay and vehicle shall be funded by the Tracy Police Operational Budget for Fiscal Year 24/25; and

WHEREAS, the Jefferson School District has agreed to compensate the City of Tracy for work in excess of 40 hours or required to perform additional services, District shall pay additional compensation to the City at a rate of 1 ½ times their hourly rate, as directed by Tracy Police Officer's Association MOU, for each hour worked or additional service performed; now, therefore, be it

RESOLVED: That the City Council hereby approves the execution of a Professional Services Agreement for a Tracy Police Department Officer to serve as a School Resource Officer with Jefferson School District, attached hereto in Exhibit 1, which agreement shall be effective retroactively from August 1, 2024 and be for a one year term.

.

* * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on November 19, 2024, 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

EXHIBITS:

1). Professional Services Agreement with Jefferson Unified School District

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT
SCHOOL RESOURCES OFFICER SERVICES

This Professional Services Agreement (hereinafter "Agreement") is made and entered between the City of Tracy, a municipal corporation (hereinafter "City"), and the Jefferson School District, (hereinafter "District"). City and District are referred to individually as "Party" and collectively as "Parties."

RECITALS

The following recitals are a substantive portion of this agreement:

A. District seeks to provide increased safety at its public schools by utilizing one (1) Tracy City Police Department Officer ("Officer") designated and assigned by the City as School Resource Officer ("SRO").

B. The City desires to assign and designate the Officer to serve as SRO.

C. The Parties do not intend this Agreement to create on the part of the City or the SRO any duty of care other than the normal duty of care of a police officer. The Parties agree that the District is not delegating to the City the District's duty to protect its students from foreseeable dangers and the District acknowledges that it is in the best position to access, discover, and prevent potential threats. The DISTRICT and CITY desire to create an atmosphere of cooperation toward the common goal of providing a safe learning environment for students and staff.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES. The City shall, in its sole discretion, assign and establish the schedule for the SRO to perform the services described in Exhibit "A" in accordance with the terms and conditions contained in this Agreement ("Services"). Exhibit "A" is attached to this agreement and incorporated herein as though fully set forth.

SECTION 2. TERM. The term of this agreement shall begin on August 1, 2024, and end on June 30, 2025, unless terminated in accordance with Section 13.

SECTION 3. DUTIES OF SRO. In addition to any duties described in Exhibit A, the SRO duties shall include but not be limited to:

3.1. SRO will provide law enforcement expertise to assist the school staff and the District in maintaining safety at the DISTRICT.

3.2. The District and the SRO will work to establish and maintain a collaborative partnership amongst themselves and with the school administration in the SRO's region to provide a safe school environment. The SRO will regularly communicate with the school administration in their region as necessary to share information, discuss issues, and discuss concerns of mutual interest to the City and the District.

3.3. Attend, whenever possible, schools and District in-service training at the invitation of the District Superintendent or designee.

SECTION 4. DUTY SCHEDULE. Currently, the officers assigned as SRO work four days a week, ten hours a day, which is referred to as the "4/10 schedule" in accordance with the City's MOU (as defined below). The City will set the schedule for the SRO to perform the Service at all times considering the District's school hours and the needs of the City. Whenever possible, it is the intent of the parties that the SRO's duty hours shall

conform to the school day. An SRO may be unavailable due to illness, vacation, training, or other department needs. It is not a material breach of this agreement if the SRO and or marked police vehicle is absent from a District campus. Understanding that campus security is a primary concern, the SRO position will be filled by an officer deemed suitable by the department after the assigned officer has been vacant for 2 weeks for any reason until another officer can be chosen for the assignment at the sole discretion of the City.

SECTION 5. SELECTION OF LAW ENFORCEMENT PERSONNEL. The District will provide input regarding the selection of the SRO as described herein**.**

It is understood and agreed that the SRO assigned to the District will normally be so assigned for four year terms at the direction of the City. Notwithstanding this normal commitment, such personnel may be assigned to other duties within the Police Department for purposes of promotional opportunities, career advancement, or otherwise determined by the Chief of Police, unless otherwise prohibited by law or City policy. The City shall provide the District Superintendent with prior notice regarding any person's reassignment from the District.

In the event that the District Superintendent reasonably believes that an SRO is not performing his/her duties or responsibilities, the District Superintendent or designee shall notify the City in writing of the reasons the SRO is not effectively or proficiently performing his/her duties or responsibilities and may also recommend that the SRO be removed as an SRO. Within ten (10) school days of such notice, the City or Police Chief or their designee, shall meet with the SRO and the District Superintendent or their designee and attempt to resolve any problems which may exist. At such meeting, specified City, District, or school staff may also be present upon mutual agreement of the City and Superintendent or their designees. If reasonable attempts are made to resolve any issues that may exist and the issues cannot be resolved, then the SRO may be removed from the SRO program at the City's discretion at the request of the District Superintendent.

The City Chief of Police, at their discretion, may dismiss or reassign the SRO based on departmental rules, regulations, administration reasons, and/or departmental directives, or when it is in the best interest of the City to do so.

In the event of resignation, dismissal, or reassignment of the SRO, or in the case of long-term absence by the SRO, five or more workdays, the City shall attempt to provide a temporary replacement of the SRO, and a temporary replacement for the SRO shall be made as soon as practical.

SECTION 6. COMPENSATION. For the performance of the Services, the District shall pay the City one- half of the actual rate of pay for an SRO, based on a 40-hour work week. The Officers salaries are set forth in the Salary Schedule located in the Memorandum of Understanding between the City and the Tracy Police officers Association (July 1, 2023 through June 30, 2025) ("MOU"). The MOU is public information and can be found at https://www.cityoftracy.org/our-city/departments/human-resources/salary-schedules-mous-and-benefits.

Pursuant to the MOU, Officers receive a 5% pay increase when assigned as an SRO. This 5% increase will be included in the cost of their services the District will pay to the City.

Therefore, based on the MOU the amount paid by the District for one officer to serve as described in this Agreement, not including assigned work in excess of 40 hours, will be $__130,909_per year___, but shall not exceed $_$450,000 per year_____.

$261,818	Fully Burdened Step E + 5% incentive
1	Officer
$261,818	
50%	School District Share
$130,909	District Annual Portion

If the officer is assigned work in excess of 40 hours or required to perform Additional Services, District shall pay additional compensation to City at a rate of 1 ½ times their hourly rate, as directed by the MOU, for each hour worked or additional Service performed. "Additional Services" shall mean any work that is deemed by City to be necessary for the proper implementation of Services, but not included within the Scope of Services described in Exhibit "A".

SECTION 7 POLICE VEHICLE. The District shall pay the City one-half of the actual cost of a new Ford Police Explorer Utility vehicle that will be specifically assigned to the Jefferson School District SRO. If this Agreement is terminated or suspended by either party prematurely by either party pursuant to Section 13, the City will refund the District for the District's portion of its' purchase cost of the vehicle on a pro-rata basis based on the number of months that the vehicle is not used for District SRO purposes out of the 12 month Agreement term. The vehicle will be fully equipped with some of the following:

VEHICLE SPECIFICATIONS

Ford Police Interceptor Utility

- Current Model Ford Police Interceptor Utility
- 3.3l V6 direct ignition ***NON-TURBO***
- Black and White exterior
- Roof and front doors white Package 91C
- Dome lamp red/white in cargo area
- Hidden door plunger inoperative handle
- Keyed alike, 1284X
- Reverse sensing system
- LED Spot lamps, Driver/Passenger
- SYNC Hands-Free Bluetooth
- Rear window power delete
- Ultimate wiring kit
- Police wire connector kit, front
- Police wire connector kit, rear
- Noise suppression bond straps
- Police engine idle feature
- Dark car/silent mode
- Ford PI utility skid plate
- Mobile digital computer
- Axon Cameras
- Cage
- DMV registration with exempt plates (City of Tracy. 520 Tracy Blvd. Tracy, CA 95376)
- Delivered to the City of Tracy 520 Tracy Blvd. Tracy, CA 95376

$120,000	Estimated New fully equipped Ford Police Utility Patrol vehicle
50%	School District Share
$60,000	District One-Time Payment Share Portion

The price of the fully equipped patrol vehicle is an estimate and shall not exceed $120,000. If the fully equipped patrol vehicle costs less than $120,000, the City and District will share the new cost. Fuel expenses and maintenance on the vehicle required per manufacturer's guidelines and industry standards incurred during the performance of services under this agreement shall be the responsibility of the City.

SECTION 8 INVOICES. City will bill District actual costs for services thirty (30) days in arrears beginning August 1, 2024 and District shall remit payment within thirty (30) days.

SECTION 9. EMPLOYMENT OF OFFICER(S). City shall retain control over supervision, wages, and other terms and conditions of employment of the Officers and SRO providing the Services under this Agreement. The Parties acknowledge that such officers are held to the requirements of the law and City policies and procedures. The District may provide feedback to the City regarding the evaluation of the officers; however, the City shall be responsible for evaluating, managing, and supervising the Officers. The District shall immediately notify City of any concerns regarding the performance of the assigned officer, including, but not limited to, adherence to the duty schedule and quality of Services.

SECTION 10. COMPLIANCE WITH LAWS. The Parties shall keep themselves informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders that may affect in any manner the performance of the Services or those engaged to perform Services under this Agreement.

SECTION 11. INDEMNITY.

11.1 The District shall indemnify, defend, and hold harmless the City, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the District, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the District.

11.2 The City shall indemnify, defend, and hold harmless the District, its officers, agents and employees from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole by any negligent or willful act or omission of the City, its officers, agents, employees, or anyone directly or indirectly acting on behalf of the City.

11.3 If an indemnifying party defends or prosecutes any third party claim, the indemnified party will reasonably cooperate in the defense or prosecution thereof and will furnish such records, information and testimony, provide such witnesses and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested in connection with such third party claim. Such cooperation will include access during normal business hours afforded to the indemnifying party to, and reasonable retention by the indemnified party of, records and information that are reasonably relevant to such third party claim, and making the indemnified party and its employees and agents available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

11.4 It is the intention of the District and City that, where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, subcontractors, and governing board.

11.5 Each party shall immediately notify the other party of any claims or legal actions arising out of the performance of this Agreement. With the exception of claims or actions against one another, each party will reasonably cooperate in the defense of claims or actions against either party arising under this Agreement or legal challenges brought as to the validity of the Agreement.

11.6 The provisions of this indemnity shall survive the expiration or termination of the Agreement.

11.7 If the District rejects a tender of defense by the City and/or the Officers under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District. The Parties understand that student privacy rights may limit the City's and SROs' access to District information, and that the District has broader authority to set and enforce rules governing operation of schools than does the City. For these reasons, among others, the Parties agree that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer/SRO that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned officer/SRO and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement, neither the City nor its assigned officer/SRO intends to waive any immunities to which they would be entitled in the absence of the Agreement.

SECTION 12. INSURANCE. District shall, throughout the duration of this Agreement, maintain insurance to cover District, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

12.1 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.

12.2 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.

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

12.4 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.

12.5 Endorsements. District shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

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

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

12.6 Notice of Cancellation. District 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. District shall immediately obtain a replacement policy.

12.7 Authorized Insurers. All insurance companies providing coverage to District 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.

12.8 Insurance Certificate. District 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.

12.9 Substitute Certificates. District 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.

12.10 District's Obligation. Maintenance of insurance by the District as specified in this Agreement shall in no way be interpreted as relieving the District of any responsibility whatsoever (including indemnity obligations under this Agreement), and the District 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.

SECTION 13. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

13.1 Either Party may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice thereof to the other Party. Upon receipt of such notice, City will immediately discontinue its performance of the Services.

13.2 Upon such suspension or termination by either Party, City will be paid for the Services rendered or materials delivered to District in accordance with the Scope of Services on or before the effective date (i.e., 30 days after giving notice) of suspension or termination.

13.3 No payment, partial payment, acceptance, or partial acceptance by City will operate as a waiver on the part of City of any of its rights under this Agreement.

SECTION 14. NOTICES. All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To City:
Tracy Police Department
Attn: Community Services Division Lieutenant Miguel Contreras
1000 Civic Center Drive
Tracy, California 95376

With a copy to
City Attorney's Office
333 Civic Center Drive
Tracy, CA 95376

With a copy To District:
Jefferson School District
Attn: Superintendent
1219 Whispering Wind Drive
Tracy, CA 95377

SECTION 15 – DISPUTE RESOLUTION. If any dispute arises between the City and District that cannot be settled after engaging in good faith negotiations, City and District agree to resolve the dispute in accordance with the following:

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

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

15.3 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.

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

15.5 The Parties shall equally bear the costs of any third-party mediator in any alternative dispute resolution process.

15.6 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.

SECTION 16. CONFLICT OF INTEREST.

16.1 Both Parties certify that they will comply with all laws applicable to governmental agencies and related conflicts of interest.

16.2 If the City determines the District is a "Consultant," as that term is defined by the Regulations of the Fair Political Practices Commission, District shall within five (5) days of written notice of such determination by the City, file the appropriate financial disclosure documents required by the Tracy Municipal Code and the Political Reform Act.

SECTION 17. NONDISCRIMINATION. The District and City certify that in the performance of this Agreement, they shall not discriminate in the employment of or interaction with any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person.

SECTION 18. PERSONAL INFORMATION. If, pursuant to this Agreement with District, City shares with District personal information as defined in California Civil Code Section 1798.81.S(d) about a California resident ("Personal Information"), District shall maintain reasonable and appropriate security procedures to protect that personal information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the personal information. District shall not use personal information for direct marketing purposes without City's express written consent. Similarly, the City shall maintain reasonable and appropriate security procedures to protect personal information pertaining to District students or employees.

SECTION 19. PREVAILING PARTY. The prevailing party in any action brought to enforce the provisions

of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action.

The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

SECTION 20. SEVERABILITY. If any part hereof is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

SECTION 21. MISCELLANEOUS

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

21.2 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.

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

21.4 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.

21.5 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.

21.6 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. Nothing contained in this Agreement is intended to amend, modify, supersede, or in any way diminish the terms of the MOU.

21.7 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.

21.8 Signatures. The individuals executing this Agreement on behalf of the District 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.

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

21.10 Waiver. 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.

SECTION 22 INTEGRATION OF PRIOR TERMS AND CONDITIONS:

This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement at the level of City Manager or City Attorney or equivalent.

The indemnity sections shall survive termination or expiration of this Agreement.

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

City of Tracy

By: Miguel Contreras
Title: Lieutenant, Community Services Division
Date: _____

By: Sekou Millington
Title: Chief of Police
Date: _____

_____
By: Midori Lichtwardt
Title: City Manager
Date: _____

Attest:

_____
Adrianne Richardson, City Clerk

Approved as to form:

_____
Bijal Pital, City Attorney

Jefferson School District

By: James W. Bridges, Ed.D.
Title: Superintendent
Date: 9/24/2024

Exhibit: A Scope of Services

EXHIBIT "A" SCOPE OF SERVICES

The District School Resource Officer ("SRO") shall perform the following Services. Notwithstanding anything contained in this exhibit or the Agreement to the contrary, neither the City, nor the Tracy Police Department, is assuming any of the District's responsibility (or accompanying liability) for providing safe school grounds, minimizing criminal activity, or any other obligation customary carried out by a school district.

Role of the Resource Officer:

1. SRO shall take reasonable action to assist the District in making the District's school grounds and adjacent grounds safe from criminal activity.
2. To the extent practicable, develop a rapport with school staff and students to minimize disruptive influences on campus.
3. Take reasonable action to assist the District with all aspects of crime prevention and school safety.
4. Take reasonable action to assist the District in the prevention of truancy.
5. Travel between District campuses, with the District understanding and acknowledging that such travel will take the Officers off-campus and result in the lack of the presence of an officer and marked vehicle during such times.

Responsibilities/Procedures:

1. The SRO shall assist the District in resolving truancy issues, including, to the extent practicable, attending Student Attendance Review Board (SARB) meetings and Truancy Mediation Meetings with District Attorney; other duties may include providing information on criminal consequences of truancy.
2. Testify at the District Discipline Review Board and Student Attendance Review Board when requested and provided the SROs requested to testify have knowledge of the facts at issue.
3. To the extent practicable, take reasonable action to assist the District when an emergency situation occurs. The District is primarily responsible for the management, transportation, and release of the students; however, it is intended that the SROs will take responsibility for making the campus safe, preventing further disruption on campus, and protecting any crime scene.
4. Take reasonable action to locate runaways and assist in the investigation of reported missing District students, as it relates to their attendance at school.
5. Take crime reports for incidents that occur on campus or related to school activities.
6. Participate in both site and District safety meetings
7. To the extent required by law, appear and testify in court when needed, provided the SROs requested to testify have knowledge of the facts at issue.
8. Work in collaboration with school security.
9. Provide statistics related to crime, as requested.
10. Take reasonable action to assist the District in school investigations that involve criminal violations.

Hours and Days:

1. Provide Police services during the school year and at mutually agreed to summertime activities (i.e., summer school, registration days.)
2. Officers are currently assigned to work the "4/10 Schedule" (four, ten-hour days per week), and will work with the District to arrange for the days to be covered. Currently, all SRO's work either a Monday-Thursday or Tuesday- Friday, which comports to the school days, the days

which see the most calls for service on the campuses, and the Officers' MOU with the City.

3. Officers must be flexible with their time and/or overtime to assist in evening supervision of nighttime activities and weekend activities.
4. After Hours Community Policing. The SRO shall assist the District in providing security, directing traffic, and interacting with students and the community at activities such as football games, school dances, graduation ceremonies, etc., as mutually agreed upon. The City will invoice the District for the actual cost, (typically 1 ½ times the Officers' salaries as prescribed to in the MOU with the City), for the officers that work these events.

EXHIBIT A SCOPE OF SERVICES

1. **District Authority:** The District, at its sole discretion, may implement, modify, or replace any student record database at any time and may choose to provide TPD access to only selected parts of that database for access to student emergency contact information. Further, the District may remove, relocate, or add Security Cameras at any time and may, at its sole discretion and at any time, choose to provide TPD access to only selected cameras or to all Security Cameras. Nothing in this MOU constitutes a relinquishment of District ownership or authority to control the student directory information found on AERIES and video surveillance from Security Cameras at District sites and facilities. The District shall not be considered an agent or division of the City of Tracy.

2. **TPD Emergency Situation Access to Student Records:** Pursuant to federal law and California Education Code section 49076, TPD may access student records found on AERIES "if the knowledge of the information is necessary to protect the health or safety of a pupil or other persons." In the event of an emergency situation which includes, but is not limited to: active shooter(s), bomb threats, or any other immediate threat to life, limb, or safety of District students or staff, TPD may access student directory information found on AERIES without prior District approval ("Emergency Situation Access").

3. **TPD Emergency Situation Access to Security Cameras:** Similarly, in the event of an emergency situation which includes, but is not limited to: active shooter(s), bomb threats, or any other immediate threat to life, limb, or safety of District students or staff, TPD may access the Security Cameras' real-time footage and video recordings without prior District approval ("Emergency Situation Access"). Emergency Situation Access shall extend to emergency situations that occur both during and after school hours when TPD (1) is notified of an alarm sounding or (2) suspects criminal activity on District property.

4. **Limitations to Access:** TPD shall not routinely access student information on AERIES; monitor the District's Security Cameras in real-time; routinely review other non-directory information on AERIES; nor routinely review the video recordings from the Security Cameras except in the case of emergency situations as described above and in limited nonemergency
situations at the invitation of the District's Superintendent or designee,
including site administrators. The Parties expressly agree and acknowledge that if TPD wishes to obtain a copy of student records or video footage for any purpose other than immediate response to an emergency, such as to aid in a criminal investigation or prosecution, TPD will follow the usual process under the law for seeking confidential information from the District.

5. **Training:** All TPD personnel with access to AERIES, or any student record database used by the District, and the Security Cameras or video recordings shall be instructed in the technical and ethical parameters of appropriate use and shall receive a copy of this MOU and provide a written acknowledgment that they have read and understood its contents. The District shall provide this training as requested by TPD. TPD may record the training and maintain a copy of the recording and training materials for future reference and use for the purposes of this MOU.

6. **Monitoring of Use:** TPD access to AERIES and the District's Security Cameras shall remain off unless and until an Emergency Situation as defined in this MOU occurs, or in limited non-emergency situations at the invitation of the District's Superintendent or designee, including site administrators. TPD and the District will hold an annual meeting to ensure all parties are in communication.

7. **Dissemination:** Unless otherwise required by law or court order, TPD shall not disseminate or release, in any way to any third party, confidential pupil information from AERIES or real-time footage or video recordings from the Security Cameras. If TPD is required to release any acquired information as set forth in the preceding sentence, TPD shall immediately notify the District in writing by providing a description of the information to be released and the reasons for the release. Upon request by the District, TPD shall meet with the District in good faith to address any privacy concerns that District may have about the release of the acquired information. In the event video footage or other information shared with TPD in connection with a health or safety emergency under this MOU constitutes a "pupil record" under law and policy, the District will keep a record of that disclosure and document the articulable and significant threat to the health and safety of persons that justified the disclosure to TPD. Other requests for the release of student records or other recorded material must be approved in writing by the District's Superintendent or designee.

8. **Protection of Confidential Information:** TPD acknowledges that in viewing student information on AERIES and Security Camera footage as provided under this MOU, TPD may come into possession of information directly related to or featuring particular individuals that may be considered confidential student information ("Confidential Information") and protected from public disclosure pursuant to the Family Education Rights and Privacy Act ("FERPA" 20 U.S.C. § 1232g) and other applicable California State laws. TPD shall take all reasonable steps necessary to protect and maintain the confidentiality of Confidential Information. TPD shall only permit TPD employees who reasonably require access to carry out their job functions to access Confidential Information. In the event of an accidental disclosure of Confidential Information, either to a third party or employee who does not require access, TPD shall take all reasonable steps to secure the return of such information and shall inform the District within twenty-four (24) hours of disclosure. TPD shall defend, indemnify and hold harmless the District from any and all claims that in anyway relate to, the breach of this provision, including, without limitation, the disclosure of Confidential Information, whether knowingly or unknowingly, intentionally or unintentionally, or using information contained in AERIES or in footage obtained from the District's video surveillance cameras for a use other than the uses specified herein, except as required by applicable law or court order.

9. **Confidential List of Designated TPD Personnel for Access:** TPD shall provide the District no later than April 15 of each year of this MOU a confidential list of designated TPD personnel who are authorized to access AERIES or activate the Security Cameras to view live streaming video. TPD shall provide the contact information, position, rank and supervisors' contact information.

10. **No Waiver of Constitutional Rights:** The Parties agree that through this MOU, the District is in no way waiving its, its employees, or its student's rights to be free from unreasonable searches and seizures pursuant to either federal or state law.

November 19, 2024

Agenda Item 3.A

RECOMMENDATION

Staff recommends that the City Council conduct a public hearing to discuss 2025 Development Fee for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan and, upon conclusion, adopt a Resolution adopting such fees.

EXECUTIVE SUMMARY

In 2001, the City of Tracy (City) began participating in the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) established by the San Joaquin Council of Governments (SJCOG). The fees for participation in the plan were established in 2001 and have been updated annually since 2007 based on SJMSCP's five-year financial analysis, land sales comparables, and the Consumer Price Index (CPI). This agenda item asks the City Council to adopt the 2025 SJMSCP Development Fee to continue participation in the SJMSCP. The development fees for year 2025 represent an overall 7.5 percent decrease from the fees collected in 2024 in the most impacted categories of Agricultural and Natural habitat classifications.

BACKGROUND AND LEGISLATIVE HISTORY

The SJMSCP acts as a mechanism to streamline compliance with federal and state endangered species acts. The City adopted the SJMSCP on February 6, 2001 (Resolution No. 2001-050) as a means to streamline the development process for projects constructed within the City. While participation is voluntary on behalf of developers, paying a fee to SJCOG and having them administer the SJMSCP (e.g., procure easements, maintain preserves) enables developers and the City to avoid costly and lengthy negotiations with the US and California Fish and Wildlife Service agencies.

On November 6, 2001, the City Council adopted Resolution No. 2001-398 authorizing the collection of a development fee for participation in the SJMSCP. The SJMSCP fee is based on classification of habitat type (Attachment A – City of Tracy Land Category / Pay Zones Map). The methodology for determining the fee is based upon a Financial Analysis Model approved by the SJCOG, which has been subsequently updated in 2006, 2011, 2016, and 2020. The formula for updating the fee is categorized into three distinct components to better calculate an accurate fee per acre [FEE = Category A (acquisition) + Category B (assessment & enhancement) + Category C (management & admin)]. The final mitigation fees reflect true costs in each category and other real costs associated to fulfill the goals of the plan.

ANALYSIS

The Development Fee is updated annually by the SJCOG Board to keep current with the associated costs of implementing the SJMSCP. On August 22, 2024, the SJCOG Board approved the Development Fee for 2025 as shown in the table below and in Attachment B – 2025 Updated Habitat Fees. Each participating local agency must adopt the updated fees to continue participation in the SJMSCP.

2025 SJMSCP Development Fees

Habitat Type	Category A	Category B	Category C	Total Fee	Rounded Fee
Other Open Space	$4,804.00	$3,033.00	$409.47	$8,246.47	**$8,246**
Natural/Ag Lands	$9,608.00	$6,066.00	$817.74	$16,491.74	**$16,492**
Vernal Pool Grasslands	$48,084.00	$15,386.00	$2,019.72	$65,489.72	**$65,490**
Vernal Pool Wetted	$48,270	$127,031.00	$1,980.10	$177,281.10	**$177,281**

The following table identifies the fees from 2024. The 2025 fees were a reduction in mitigation costs.

2024 SJMSCP Development Fees

Habitat Type	Category A	Category B	Category C	Total Fee	Rounded Fee
Other Open Space	$5,502.00	$3,019.00	$396.66	$8,917.66	**$8,918**
Natural/Ag Lands	$11,003.00	$6,038.00	$792.15	$17,833.15	**$17,833**
Vernal Pool Grasslands	$52,545.00	$14,906.00	$1,956.53	$69,407.53	**$69,408**
Vernal Pool Wetted	$52,748.00	$123,058.00	$1,918.14	$177,724.14	**$177,724**

The proposed 2025 SJMSCP development fees were adjusted using the recommended 2020 SJMSCP 5-Year Financial Analysis Model Update for the respective categories. The development fees for year 2025 is an overall 7.5 percent decrease from the fees collected in 2024 in the most impacted categories of Agricultural and Natural habitat classifications. The decrease is due primarily to a dip in the land acquisition component (Category A) for agricultural land price values of comparable sales even though there was an unusually robust rise in the reported CPI for Categories B and C. All of the land within and adjacent to the current City limits are classified as Open Space or AG/Natural, as there are no vernal pools near the City of Tracy.

<u>Category A (acquisition) – Comparable Land Sales</u>
This category is directly related to land valuation based on comparable land sales in San Joaquin County in specific zones of the plan area (Central Zone, Central Southwest Transition Zone and Delta Zone) over a two-year period meeting the established criteria used for comparable land sales. Cost estimates for this category will continue to be evaluated on a yearly basis by taking all qualified fee title comparable sales in each zone to set a weighted cost per acre.

The fee model update results in a 12.7% decrease in the Agricultural/Natural Habitat types of Category A (Acquisition) component to be $9,608. The reason for the decrease is the decline in overall comparable fee title land sale values from prior year values.

<u>Category B (assessment & enhancement) - Consumer Price Index w/ Model Data Update</u>
The Category B component of the fee is adjusted using several factors including the California CPI, as reported by the California Department of Finance for the preceding 12-month fiscal year (June 2023 – June 2024) and from the updated model numbers completed annually based on the SJMSCP Annual Report.

The unit cost factors (per acre or per year for some items) are adjusted only by the CPI (the California CPI calculation was an increase of 3.2%). The total cost of Category B is also a function of the SJMSCP Annual Report data updated annually (acres remaining to be acquired and the number of years remaining in the permit term; the fee per acre is a function of those total calculated costs and the land conversion acres remaining). These factors feed into the fee model.

The model update results in a 0.5% increase in the Agricultural/Natural Habitat types of Category B (Assessment and Enhancement) component to be $6,066.

Category C (management & administration) – Consumer Price Index
Annual cost updates use the CPI, as reported by the California Department of Finance, for the preceding 12-month fiscal year (June 2023 – June 2024) to keep up with inflation on an annual basis.

The model update results in a 3.2% increase in the Agricultural/Natural Habitat types of Category C (Management, Monitoring and Administration) component from prior years to be $817.

Program Participation

As previously mentioned, participation in the SJMSCP is voluntary. Projects participating under the SJMSCP benefit from pre-determined streamlined processing of the project rather than navigating through a potentially very long, cumbersome, and expensive regulatory process outside the habitat plan. By opting for participation, the project can choose any number of ways to provide mitigation for the impacts of the project through the plan and even control much of the mitigation costs if desired. The options are:

1. Pay the applicable fee;
2. Redesign the project to avoid/minimize impacts;
3. Provide land in lieu of the SJMSCP fee which the project will negotiate the easement/fee title costs (Category A component); or
4. Any combination of the above options.

Alternatively, the project proponent can choose to not participate in the plan (opt-out) and fulfill mitigation requirements on their own with state and federal permitting agencies independently.

FISCAL IMPACT

Development fees provide funding for SJCOG to mitigate project impacts covered under the SJMSCP permits for the subsequent calendar year beginning January 1, 2025. The City of Tracy does not retain any of these fees.

COORDINATION

This staff report and resolution were prepared in coordination with SJCOG staff.

CEQA DETERMINATION

The proposal is to modify the fees collected for certain new development applications which

participate in the SJCOG SJMSCP program. The adoption of the new fee is not a "project" under the California Environmental Quality Act Guidelines Section 15378(b)(4) and Section 15601(b)(3), in that it is a government funding mechanism which does not involve any commitment to any specific project. The fees will be collected and transmitted by the City to SJCOG only and such action can be seen with certainty that there is no possibility of having a significant effect on the environment.

Therefore, this action is exempt from CEQA and no additional CEQA documentation is required.

STRATEGIC PLAN

This agenda item does not relate to any of the Council's Strategic Plans.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution adopting the 2025 Development Fee for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan.

Prepared By: Craig Hoffman, Senior Planner

Reviewed by: Scott Claar, Acting Planning Manager
Forrest Ebbs, Director of Community and Economic Development
Sara Castro, Director of Finance
Bijal M. Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A – City of Tracy Land Category / Pay Zones Map
Attachment B – 2025 Updated Habitat Fees
Attachment C - Powerpoint

San Joaquin County Multi-Species Habitat Conservation and Open Space Plan

LAND CATEGORY / PAY ZONES

- CATEGORY A
  EXEMPT
  NO PAY ZONE
- CATEGORY B
  OTHER OPEN SPACES
  PAY ZONE A
- CATEGORY C
  AG. HABITAT OPEN SPACES
  PAY ZONE B (Agricultural)
- CATEGORY D
  NATURAL LANDS HABITAT
  PAY ZONE B (Natural)
- CATEGORY E
  VERNAL POOLS
  PAY ZONE C

PLANNING AREA BOUNDARY
- URBAN EXPANSION AREA
- CITY LIMITS
- PARCEL LINE

The City of Tracy, SJCOG, Inc. and the Permitting Agencies have decided to remove the Prior Agreement Category Areas from the City of Tracy San Joaquin County Habitat Conservation and Open Space Plan Compensation Map and return the classification of areas to their orginal Habitat Types based off of the SJMSCP Habitat Map. This adjustment does not change the amount of incidental take allowed through the Permitting Agencies and therefore can be handled as a Clerical Change through SJCOG, Inc Staff.

Andrew T. Chesley
President
SJCOG, Inc.
Date:

Willian Dean
Planning Manager
City of Tracy
Date:

Original Signatures from Permitting Agencies Remain Effective for the Revised City of Tracy San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Compensation Map

Compensation Map Certification

We, the undersigned, being the representatives of the Permitting Agencies as defined in the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP), do hereby certify that this compensation map dated June 4, 2004 for the City of Tracy to be in conformity with the provisions of the SJMSCP and shall be utilized in the manner as established in the SJMSCP.

Ken Sanches
Assistant Field Supervisor
Endangered Species Program
U.S. Fish and Wildlife Service
Date:

Terry Roscoe
Habitat Conservation Supervisor
California Department of Fish and Game
Date:

CITY OF TRACY COMPENSATION MAP (REVISED MARCH 2006)

San Joaquin Council of Governments
555 East Weber Avenue
Stockton, CA 95202

N W E S

2,000 1,000 0 2,000 4,000 Feet

June 4, 2004

SJCOG, Inc.

555 East Weber Avenue ● Stockton, CA 95202 ● (209) 235-0574 ● Email: boyd@sjcog.org

San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)

Sonny Dhaliwal
CHAIR
Kevin Lincoln
VICE-CHAIR
Diane Nguyen
EXECUTIVE DIRECTOR
Member Agencies
CITIES OF ESCALON, LATHROP, LODI, MANTECA, RIPON, STOCKTON, TRACY, AND THE COUNTY OF SAN JOAQUIN

2025 Updated Habitat Fees*

Habitat Type	Fee Per Acre
Multi-Purpose Open Space	$8,246
Natural	$16,492
Agriculture	$16,492
Vernal Pool - uplands	$65,490
Vernal Pool - wetted	$177,281

* Effective January 1, 2025 – December 31, 2025

2025 Endowment Fees with In-lieu Land**

Type of Preserve	*Enhancement Cost/acre*	*Land Management Cost/acre*	TOTAL PER ACRE ENDOWMENT
Agricultural Habitat Lands	$6,066.00	$817.74	$6,883.74
Natural Lands	$6,066.00	$817.74	$6,883.74
Vernal Pool Habitat			
Vernal Pool Grasslands	$15,386.00	$2,019.72	$17,405.72
Vernal Pool Wetted	$127,031.00	$1,980.10	$129,011.10

** Effective January 1, 2025 – December 31, 2025 in lieu of fees to be used as the endowment for the dedicated land preserves (Category B + C) based on impacted acres.

VELB Mitigation

A special fee category shall apply when removal of the Valley Elderberry Long-horned Beatle (VELB) habitat of elderberry shrubs occurs. The fee shall be paid to SJCOG, Inc. or a VELB mitigation bank approved by the Permitting Agencies. The current fee, as established in the VELB Conservation Fund Account managed by the Center for Natural Lands Management, and approved by the USFWS, is $1,800 per VELB Unit (one unit= one stem over 1" in diameter at ground level which is removed). Fees shall be established by the JPA during preconstruction surveys (i.e., counts of stems to be removed with and without exit holes shall be completed during preconstruction surveys) and shall be paid to the JPA prior to ground disturbance or stem removal, whichever comes first.

ATTACHMENT C

San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fee Update (2025)

November 19, 2024

San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)

- Objective: To provide balance between the need to accommodate development in San Joaquin County and the need to protect listed and endangered species
- Established and administered by SJCOG, Inc.
- Streamlines the development projects' compliance with federal and state endangered species acts
- Developer participation is voluntary
  1. Pay the applicable fee;
  2. Redesign the project to avoid/minimize impacts;
  3. Provide land in lieu of the SJMSCP fee which the project will negotiate the easement/fee title costs; or
  4. Any combination of the above options.

TRACY
Think Inside the Triangle™

SJMSCP in City of Tracy

- Tracy adopted SJMSCP on February 6, 2001
  - Adopted SJMSCP development fee on November 6, 2001
  - Fee is updated annually by SJCOG, Inc. Board
    - Must adopt updated fee locally to continue participation in SJMSCP
    - 2025 fees are an overall 7.5 percent decrease from 2024 fees

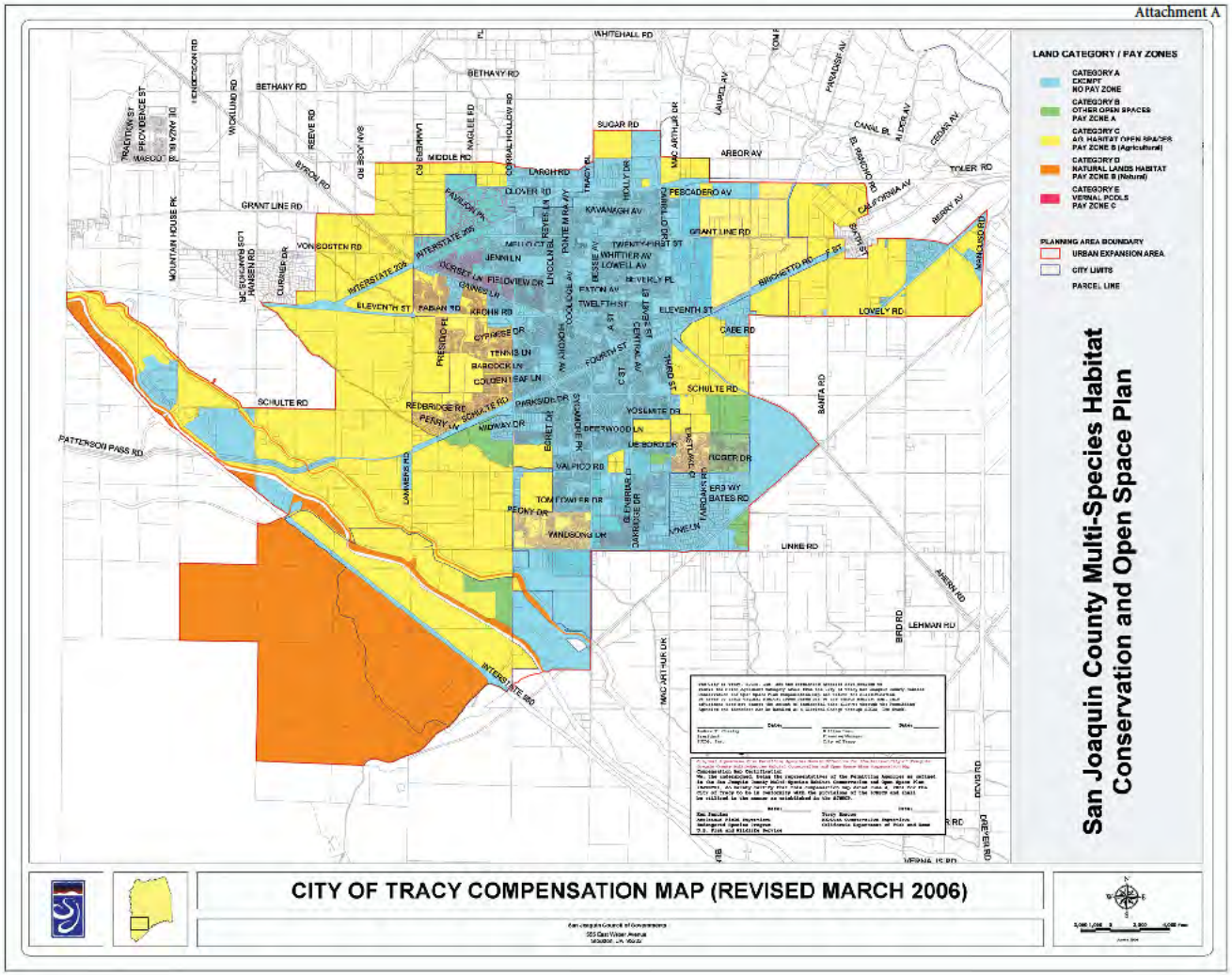
2025 Updated Habitat Fees*

Habitat Type	Fee Per Acre
Multi-Purpose Open Space	$8,246
Natural	$16,492
Agriculture	$16,492
Vernal Pool - uplands	$65,490
Vernal Pool - wetted	$177,281

* Effective January 1, 2025 – December 31, 2025

TRACY
Think Inside the Triangle™

City of Tracy Land Category / Pay Zones Compensation Map



TRACY
Think Inside the Triangle™

SJMSCP Fee Comparison From Prior Years

Fee Category	2007	2010	2015	2020	2022	2023	2024	2025
Open Space	$6,511	$7,307	$7,281	$6,412	$9,781	$9,629	$8,918	$8,246
Ag/Natural	$13,022	$14,614	$14,543	$12,822	$17,363	$19,255	$17,833	$16,492
Vernal Pools - Wetted	$69,858	$80,760	$85,631	$100,788	$174,040	$176,878	$177,724	$177,281
Vernal Pools - Upland	$35,958	$42,071	$42,784	$52,833	$80,453	$75,320	$69,408	$65,490

TRACY

Think Inside the Triangle™

Recommendation

Staff recommends that the City Council adopt a resolution amending the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan Development Fee for calendar year 2025.

2025 Updated Habitat Fees*

Habitat Type	Fee Per Acre
Multi-Purpose Open Space	$8,246
Natural	$16,492
Agriculture	$16,492
Vernal Pool - uplands	$65,490
Vernal Pool - wetted	$177,281

* Effective January 1, 2025 – December 31, 2025

TRACY
Think Inside the Triangle™

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2024-_____

ADOPTING THE 2025 DEVELOPMENT FEE FOR THE SAN JOAQUIN COUNTY MULTI-SPECIES HABITAT CONSERVATION AND OPEN SPACE PLAN

WHEREAS, the Tracy City Council approved Resolution No. 2001-050 on February 6, 2001 adopting the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP), established by the San Joaquin Council of Governments (SJCOG), and Resolution No. 2001-398 on November 6, 2001 to establish the authority for collection of a Development Fee for all new developments within the City of Tracy (City) pursuant to the SJMSCP; and

WHEREAS, participation in the SJMSCP is voluntary; and

WHEREAS, the purpose of the SJMSCP Development Fee is to finance the goals and objectives of the SJMSCP that include, but are not limited to, preserve land acquisition, preserve enhancement, land management, and administration that compensate for such lands lost as a result of future development in the City of Tracy and in San Joaquin County; and

WHEREAS, the SJMSCP is administered independently by the SJCOG and participating agencies simply collect requisite fees from applicants and transmit them to SJCOG; and

WHEREAS, a "Fee Study," dated July 16, 2001, was prepared, which analyzed and identified the costs, funding, and cost-benefit of the SJMSCP; and

WHEREAS, after considering the Fee Study and the testimony received at the public hearing, the Tracy City Council approved said report and further found that the future development in the City of Tracy will need to compensate cumulative impacts to threatened, endangered, rare and unlisted SJMSCP Covered Species and other wildlife and compensation for some non-wildlife related impacts to recreation, agriculture, scenic values and other beneficial Open Space uses; and

WHEREAS, the SJMSCP Development Fees are divided into three categories: Category A – Acquisition; Category B – Enhancement; and Category C – Land Management/Administration; and

WHEREAS, Category A – Acquisition, directly relates to land valuations based on comparable land sales in the San Joaquin County in specific zones of plan areas (Central Zone, Central Southwest Transition Zone and Delta Zone) over a two-year period meeting the established criteria used for comparable land sales; and

WHEREAS, Category B – Assessment & Enhancement, is calculated using several factors including California Consumer Price Index (CPI) with updates from model numbers completed annually based on the SJMSCP Annual Report; and

WHEREAS, Category C – Management, Monitoring and Administration, uses the California CPI to calculate how much money to allocate to Management, Monitoring and Administration; and

WHEREAS, an "Updated Fee Study" was prepared in 2006, 2011, 2016 and 2020, which analyzed and identified the costs and funding of the SJMSCP; and

WHEREAS, to ensure that the SJMSCP development fees keep pace with inflation, annual adjustments are made to the fees based on the method previously adopted by the City Council, starting from 2007 (Resolution No. 2007-021), and

WHEREAS, the method of annual adjustments was modified in 2011, 2016, and again in 2020; and

WHEREAS, on August 22, 2024, the SJCOG Board approved the Development Fee for 2024 as shown in Attachment B to the staff report; and

WHEREAS, each local agency must adopt the updated fees to continue participation in the SJMSCP; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) Guidelines Sections 15378(b)(4) and 155601(b)(3) the adoption of the new fee is not a "project," in that it is a government funding mechanism which does not involve any commitment to any specific project, as the fees will be collected and transmitted by the City to SJCOG only and such action can be seen with certainty that there is no possibility of having a significant effect on the environment; and

WHEREAS, the City Council conducted a properly noticed Public Hearing on October 15, 2024, to consider the 2025 Development Fee for the SJMSCP; and

WHEREAS, the new fees were available for public inspection and review in the office of the City Clerk for more than 10 days prior to the date of this Public Hearing; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby finds and declares that the purposes and uses of the SJMSCP Development Fee and the determination of the reasonable relationship between the fees' uses and the type of development project on which the fees are imposed are all established in Resolution No. 2001-398 and No. 2007-021 and remain valid, and the City Council therefore adopts such determinations; and be it

FURTHER RESOLVED: That the City Council finds and declares that since adoption of Resolution No. 2001-398 and No. 2007-021, the cost of land has changed in San Joaquin County and that in order to maintain the reasonable relationship established by Resolution No. 2001-398 and No. 2007-021, it is necessary to adjust the Development Fee for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan; and be it

FURTHER RESOLVED: The City Council hereby finds that adoption of the 2024 SJMSCP Development Fee is exempt from CEQA pursuant to Guidelines Sections 15378(b)(4) and 15601(b)(3) as such adoption is not a "project", in that it is a government funding mechanism which does not involve any commitment to any specific project; that the fees will be collected and transmitted by the City to SJCOG only; and that such action can be seen with certainty that there is no possibility of having a significant effect on the environment; and be it

FURTHER RESOLVED: That the City Council adopts the 2025 Development Fee as set forth in the following table; and be it

2025 SJMSCP Development Fees

Habitat Type	Fee Per Acre
Open Space	**$8,246**
AG/Natural	**$16,492**
Vernal Pool (uplands)	**$65,490**
Vernal Pool (wetted)	**$177,281**

FURTHER RESOLVED: That the 2025 Development Fee provided in this resolution shall be effective January 1, 2025 through December 31, 2025.

* * * * * * * * * * * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on the 19th day of November 2024, 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

November 19, 2024

Agenda Item 3.B

RECOMMENDATION

Staff recommends that the City Council receive an informational report for the newly developed Community Volunteer Beautification Program.

EXECUTIVE SUMMARY

The newly introduced City-wide Community Volunteer Beautification Program (Beautification Program) is a strategic addition to the City's existing suite of waste management initiatives. The Solid Waste and Recycling Division, within the Public Works – Operations Department, strives to coordinate efforts between various volunteer organizations, nonprofits, and City staff in efforts to establish a program that strives to reduce debris that would otherwise impact the image and beauty of City streetscapes and parks. This Beautification Program will be in addition to the various services performed by City staff and other volunteer programs available for community engagement.

BACKGROUND AND LEGISLATIVE HISTORY

During the February 20, 2024 City Council meeting, Mayor Pro Tempore Davis expressed concerns about the current condition of the City's cleanliness. With the City continually growing, staff was asked to develop a volunteer based City-Wide Community Volunteer Beautification Program that would occur on a regular basis and involve the community. In response, staff developed the Community Volunteer Beautification Program, which consolidates existing programs and includes new programs to beautify the City.

The Solid Waste and Recycling Division provides several programs to residents to dispose of unwanted items safely and at no cost. Some of these programs include the annual residential clean-up program, appliance disposal voucher, battery disposal, e-waste collection, household hazardous waste collection events, and more. Even with various ways to discard items safely and responsibly, there continues to be illegal dumping and waste disposed of in areas throughout the City.

Currently, there are several groups that provide organized events to pick up waste in areas throughout the City. The Salvation Army and clients from the Temporary Emergency Housing Facility have a "Keeping It Clean" initiative where they clean up areas on a weekly basis. In addition, the Police Department's Drug Abuse Resistance Education (DARE) program partners with the United Sikhs group in Tracy to coordinate monthly cleanup events. These events are scheduled for the first Saturday of each month, and are advertised by the United Sikhs, and anyone can participate.

The Community Preservation Unit (CPU) partners with a multi-departmental team that plays a crucial role in maintaining our City's cleanliness and safety. Comprised of staff from Public Works, Code Enforcement, and the Police Department, the CPU effectively addresses various urban challenges, including:

- Proactively identifies and manages encampments and illegal dumping sites

- Collaborates with external agencies like Cal-Trans, Union Pacific Railroad (UPRR), and San Joaquin County
- Maintains cleanliness of alleys and supports the Keeping It Clean events
- Utilizes mobile camera technology to deter illegal dumping, resulting in significant reductions in problem areas

With the Temporary Emergency Housing Facility coming online, it provided CPU with the opportunity to enhance overall response time to citizen requests received through the City's GoRequest resulting in an overall cleaner City and increased customer satisfaction.

ANALYSIS

The City-Wide Community Volunteer Beautification Program unifies stakeholders that are passionate about enhancing the City's image. Building on existing initiatives, the Solid Waste and Recycling Division will coordinate quarterly beautification events, with potential for expansion based on expected community support and success.

Key features of the program include:

- Effective promotion through social media, press releases, and flyers
- Collaboration with Parks and Rec, Police Department, Temporary Emergency Housing Facility, and Community Preservation Unit
- Streamlined volunteer registration processes
- Provision of necessary supplies (bags, gloves, trash pickers)
- Strategic selection of cleanup areas weather dependent for public health and safety
- Coordination with private property, such as UPPR; and interagency collaboration, such as County and CalTrans

The goal of this program is to foster community engagement, promote environmental stewardship and pride while improving the aesthetics of the community around us. By engaging various local groups and residents, information can easily be brought forward regarding community-wide events, thus having a positive impact visually, throughout the City. Available participation dates will be determined after approval through stakeholder engagement sessions with a kickoff event occurring in January 2025. Preregistration will be strongly encouraged for all groups wanting to participate.

The purpose of registering for the event will allow staff to be able to better determine the number of supplies to provide such as bags, gloves, trash pickers, etc. to participants. Pre-registration also allows staff to identify a cleanup area closer to the event date, and that location will be emailed to pre-registered participants. Approved locations will also be advertised on the City's social media accounts, Channel 26, and the Tracy Press for anyone that is interested in participating in the event but did not register ahead of time.

FISCAL IMPACT

The program outlined in this report will be funded through the Solid Waste and Recycling Division budget and no additional funds have been identified at this time. With anticipated success and expansion of the program potential budgetary considerations will be requested at that time.

STRATEGIC PLAN

This agenda item relates to the City of Tracy's Quality of Life Strategic Priority, specifically: Goal #1 – Advance green and roadway infrastructure projects that improve connectivity, reduce climate impacts, and improve the appearance of the City.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council receive an informational report for the newly developed Community Volunteer Beautification Program.

Prepared by: Connie Lopes, Management Analyst II

Reviewed by: David Murphy, Public Works Assistant Director of Operations
Sara Castro, Director of Finance
Bijal Patel, City Attorney
Karin Schnaider, Assistant City Manager/Interim Director of Public Works

Approved by: Midori Lichtwardt, City Manager

Attachment A – City Beautification Presentation

TRACY

Think Inside the Triangle™

City Wide Volunteer Community Beautification Program

A new initiative by the Solid Waste and Recycling Division to keep our City clean and involve the community.

TRACY

Think Inside the Triangle™

Background

Developed in response to the City Council's request for a regular clean-up program involving the community.

- Addresses growing City needs
- Complements existing waste management programs
- Aims to reduce illegal dumping



Current Initiatives

- Public Works Operations- Community Preservation Unit (CPU) efforts
- Salvation Army's 'Keeping It Clean' weekly cleanups
- DARE program's monthly events with United Sikhs
- Public Works Utilities- Annual Coastal Clean up Event





New Volunteer Community Beautification Program

- A goal of reaching several annual cleanup events starting with quarterly expanding and expanding with evaluation of the program results
- Pre-registration will be required
- Supplies provided (bags, gloves, trash pickers)
- Location announced via email and city social media
- Funded through Solid Waste and Recycling Division budget



November 19, 2024

Agenda Item 3.C

RECOMMENDATION

The City Council 1) discuss the supplemental responses to the 2023-2024 San Joaquin County Civil Grand Jury's Report titled: "City of Tracy: Public Trust Still Not Restored" Case No. 0323 and, upon conclusion, 2) adopt a Resolution approving the final form of supplemental response letter and authorizing the City Manager and City Attorney to jointly execute and transmit the supplemental response letter to the Presiding Judge.

EXECUTIVE SUMMARY

Per the direction given by the City Council at its meeting of August 27, 2024 (Resolution 2024-141), the City Manager and the City Attorney jointly submitted, on September 12, 2024, the City Council's Response (see Attachment A) to the 2023-2024 San Joaquin Civil Grand Jury Report titled: "City of Tracy: Public Trust Still Not Restored" Case No. 0323. On October 23, 2024, the City received correspondence (see Attachment B) from the 2024-2025 San Joaquin Civil Grand Jury Foreperson, Ms. Mary Kennedy-Bracken, stating that certain responses did not comply with the requirements of Section 933.05 of the California Penal Code. Specifically, Ms. Kennedy-Bracken stated that the responses to Recommendations 1.1, 1.7., 1.8, 2.1 and 2.2 were inadequate and requested a supplemental response (Supplemental Response).

While Ms. Kennedy-Bracken's letter was dated October 16, 2024, the City did not receive it until October 23, 2024. The letter requested a Supplemental Response within 14 days of the date of the letter (which would have been October 30, 2024). As the City Council's meeting of November 5, 2024 had been cancelled due to elections, the City Attorney notified, by email, the Judicial Secretary of the Civil Grand Jury that the City would submit a Supplemental Response after the City Council considered the item at its next regularly scheduled meeting of November 19, 2024.

Attached is a draft Supplemental Response (Attachment C) for the City Council's consideration.

BACKGROUND AND LEGISLATIVE HISTORY

The original Grand Jury Report was prepared by the 2023-2024 Civil Grand Jury. The term of that Grand Jury ended on June 30, 2024, and a new Grand Jury was seated, commencing as of July 1, 2024. The foreperson for the new Civil Grand Jury is Ms. Kennedy-Bracken. When a new Civil Grand Jury commences its term, it is customary that the new Grand Jury reviews the previous year's reports.

The City's Supplemental Response will be submitted directly to the Presiding Judge, per the direction of Ms. Kennedy-Bracken's letter. The Presiding Judge will conduct the initial review of the Supplemental Response, and then will forward it to the new Civil Grand Jury to review and accept. Only after they determine to accept the City's responses will the Civil Grand Jury publish them.

Importantly, the 2023-2024 Civil Grand Jury noted that its report was "issued by the Grand Jury except two members of the jury. These jurors were excluded from all parts of the investigation including interviews, presentations, deliberations, and the development and acceptance of the report." Although the identity of those jurors is not noted, the 2024-2025 Grand Jury and its

members should be made aware of the exclusion so as to avoid any potential for bias, conflict of interest, or inconsistency in acceptance of the report, particularly as one or more members, including the foreperson, are on both Grand Juries.

ANALYSIS

The specific deficiencies that Ms. Kennedy-Bracken's letter notes, with respect to Recommendations R 1.1, R 1.7, R 1.8, R 2.1 and R 2.2, are that "[t]he responses are unclear" and that "[i]t cannot be determined that it comports with one of the four responses permitted by Section 933.05."

As noted in the August 27th agenda packet, California Penal Code §933.05(b) provides that respondents are required to respond to each applicable Recommendation in a Grand Jury report with one of four possible actions:

1. **The recommendation has been implemented**, with a summary regarding the implemented action.

2. **The recommendation has not yet been implemented,** but will be implemented in the future, with a timeframe for implementation.

3. **The recommendation requires further analysis,** with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or the department being investigated or reviewed, including the governing body of the public agency when applicable. The timeframe shall not exceed six months from the date of publication of the grand jury report.

4. **The recommendation will not be implemented** because it is not warranted or is not reasonable, with an explanation therefor.

As reflected in Attachment A, the City's responses did comport to the above requirements. However, Ms. Kennedy-Bracken's letter expressly requests that if a Recommendation has been implemented, then the City's response must specify "what tasks were completed (such [sic] training: who attended the training, who provided the training and when was training completed)." While such detailed requirements are not in Penal Code §933.05(b), attached is a proposed draft Supplemental Response with additional details, where available, for the City Council's consideration (see Attachment C).

At the meeting, the City Council will have an opportunity to discuss each response, edit on the floor and give direction to the City Manager and City Attorney to jointly transmit a final version of the Supplemental Response.

FISCAL IMPACT

Staff does not anticipate any fiscal impacts as a result of the Grand Jury response preparation; however, the responses provided by the City may lead to requiring investment in professional services or other technical support that will help the City better address the issues identified in the Report.

PUBLIC OUTREACH/ INTEREST

The residents and businesses in Tracy remain actively engaged and interested in the functions and effectiveness of its City. As such, staff will widely post and disseminate in social media and our website a copy of the final Supplemental Response submitted to the Grand Jury for public review.

CALIFORNIA ENVIRONMENTAL QUALITY ACT

This item is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.; "CEQA Guidelines") in that it is not a "project" for purposes of CEQA (as defined by CEQA Guidelines §15378).

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted Governance: Model Good Governance, Teamwork, and Transparency.

ACTION REQUESTED OF THE CITY COUNCIL

The City Council 1) discuss the supplemental responses to the 2023-2024 San Joaquin County Civil Grand Jury's Report titled: "City of Tracy: Public Trust Still Not Restored" Case No. 0323 and, upon conclusion, 2) adopt a Resolution approving the final form of the supplemental response letter and authorizing the City Manager and City Attorney to jointly execute and transmit the supplemental response letter to the Presiding Judge.

Prepared by: Bijal Patel, City Attorney

Reviewed by: Arturo Sanchez, Assistant City Manager
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS:

Attachment A - City Council's Response dated September 12, 2024, to the 2023-2024 San Joaquin Civil Grand Jury Report titled: "City of Tracy: Public Trust Still Not Restored" Case No. 0323
Attachment B - Correspondence from the 2024-2025 San Joaquin Civil Grand Jury
Attachment C - Draft Supplemental Response

ATTACHMENT A

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
CITY MANAGER'S OFFICE

MAIN 209.831.6000
FAX 209.830.6120
www.cityoftracy.org

September 12, 2024

Honorable Gus C. Barrera II, Presiding Judge
San Joaquin County Superior Court
180 East Weber Ave, Suite 1306J
Stockton, CA 95202

Re: 2023-2024 San Joaquin County Civil Grand Jury Report:
City of Tracy: Public Trust Still Not Restored
Case No. 0323

Honorable Judge Barrera:

This letter responds to the above-referenced Grand Jury Report in accordance with California Penal Code sections 933 and 933.05. The Tracy City Council has reviewed and thoughtfully considered the Grand Jury's Report. The responses contained in this letter were approved by the Tracy City Council on August 27, 2024.

For additional context to the City Council's responses found below, the City Council approved attachments which include a Public Legal Memorandum from Patrick T. Donegan of Best Best & Krieger, LLP and individually prepared letters and declarations from Mayor Pro Tempore Eleassia Davis, City Councilmember Mateo Bedolla, and City Councilmember Dan Evans, to be included as a part of this response.

1.0 CITY COUNCIL

Findings

F1.1 Through their unprofessional behavior and inability to work cohesively, members of the Tracy City Council have been unable to govern effectively.

The City Council disagrees partially with this finding.

The City Council has adopted a Code of Conduct and Meeting Protocols to facilitate a professional and productive Council Meeting. *The Code of Conduct, Section 3.6: Code of Conduct Compliance and Enforcement*, provides the framework for the Council to address actions by fellow Councilmembers and/or Commissioners that may be considered unprofessional or prohibit the City Council's ability to govern effectively.

For meetings where four of the five Councilmembers were in attendance, the four City Councilmembers worked very well together. Although they disagreed on some items, they worked well and made great progress working together. This Council has demonstrated its ability to govern effectively.

Some examples of good governance are the rectification of unusable shelter units, addressing homelessness, expanding housing for the unsheltered, and ensuring safety at El Pescadero Park by adopting legislation that ensures safe use of parks by youth through adopting a sensitive use policy. Other examples of good governance include the acceptance of 16 acres of land for the Aquatic Center; Council established the first ambulance service in the City; as well as approved funding for the first regional fire training facility within the City.

F 1.2 Tracy City Council has violated the Brown Act in multiple ways: discussing personnel issues in an open meeting and posting personnel issues on an open Council agenda.

The City Council disagrees wholly with this finding.

The City of Tracy, like all employers, is restricted in what information it can and should share regarding personnel matters. The City takes seriously its responsibility to respect the privacy rights of its current and former employees. The Brown Act affords certain protections pertaining to personnel matters. In addition, any written allegations of Brown Act violations have been formally addressed by the City Council.

F 1.3 Some Tracy City Councilmembers have created a toxic work environment within City Hall by spreading accusations of corruption and alleged illegal activities by upper management, staff and other Council members.

The City Council disagrees wholly with this finding.

To the extent that there is a perception of a toxic work environment, the City Council disagrees that more than one member created such an environment.

The City of Tracy, like all employers, strives to foster a safe, respectful, and dignified workplace for its employees. It prides itself on having responsive and ethical professional staff. Staff will work to ensure that additional and appropriate workplace training occurs.

F 1.4 Tracy City Council's behavior has resulted in poor morale within City Hall.

The City Council disagrees wholly with this finding.

The Council disagrees that the behavior of the Council body as a whole has resulted in poor morale within City Hall. There were multiple actions attributed to one member of the City Council that may have resulted in poor morale. There are repeated reports, videos, and minutes that support the Council's position.

The City of Tracy strives to foster a workplace environment of dignity, respect, professionalism, and community. The City Council has adopted a Code of Conduct and Meeting Protocols to facilitate a professional and productive working environment for all city staff. *The Code of Conduct, Section 4.1: Relationship/Communications with Staff*, provides the framework for Council and staff interactions. In addition, *Section 3.6: Code of Conduct Compliance and Enforcement*, provides the framework for the Council to address actions by fellow Councilmembers and/or Commissioners that may be considered unprofessional.

F 1.5 The City Council created a void in city administration and leadership through the resignation of another City Manager. It should be noted that there have been six city managers and four city attorneys in the past five years.

The City Council disagrees wholly with this finding.

The City Council did not create a void in city administration and leadership, as it appointed an Interim City Manager immediately following the resignation of the prior City Manager. The Interim City Manager at that time had served the City of Tracy for more than 25 years and subsequently was permanently appointed by the City Council as City Manager.

This Council, on which the investigation is focused, has been intact since 2022, less than two years. Any references to previous Councils would be reflective of conduct not associated with this Council body. Only two City Managers have served under this Council body. No Council body should be expected to be responsible for any former City Councils' actions.

The City of Tracy continues to work to recruit and retain professional staff committed to the City and its workforce.

F 1.6 The unprofessional Council behavior during Council meetings has negatively impacted the City's reputation, affecting new business development and recruitment of potential city employees.

The City Council disagrees partially with this finding.

The City Council disagrees partially as just one member has consistently demonstrated unprofessional behavior and has negatively impacted the City's reputation, affecting new business development, and recruitment of potential city employees. This is in part due to untrue accusations of racism against their fellow Councilmembers and the City.

The City recognizes that the public deserves to see and be served in a professional and dignified way. The City Council has adopted a Code of Conduct and Meeting Protocols to facilitate a professional and productive Council Meeting. *The Code of Conduct, Section 3.6: Code of Conduct Compliance and Enforcement*, provides the framework for the Council to address actions by fellow Councilmembers and/or Commissioners that may be considered unprofessional or prohibit the City Council's ability to govern effectively. The City endeavors to establish a thriving and growing community that attracts new businesses and employees.

F 1.7 Members of the City Council attempted to undermine the ordinance requiring a supermajority vote to remove the City Manager to a simple majority vote.

The City Council disagrees wholly with this finding.

The legislative body has a duty to act in the best interest of the community. It is clear that there were alliances between some Councilmembers, staff, and developers that would make it all but impossible to achieve a supermajority vote for dismissal.

As a general law city, ordinances are adopted on a simple majority vote, unless a supermajority vote is otherwise required by State law.

F 1.8 There are no established measurable performance goals and objectives for the City Manager and City Attorney; therefore, the City Council cannot conduct effective annual evaluations.

The City Council disagrees partially with this finding.

This current City Council was not made aware of a standardized City practice developed under any past City Council. Established measurable performance goals

and objectives are preferred and ideal, however, the lack of them does not prohibit a member of the Council body from effectively evaluating performance.

Prior to the publication of the Grand Jury report, the City Manager and City Attorney began working with a consultant and the Council body to develop respective performance goals and objectives to ensure a positive working relationship with clear expectations on both sides is established going forward.

F 1.9 Serving as Parliamentarian for Council meetings puts the City Attorney in a conflicting situation. Each decision by the Parliamentarian can be seen as partial to one side or the other.

The City Council disagrees wholly with this finding.

The City Attorney is a neutral party serving at the pleasure of the Council. The City Attorney's duties as a parliamentarian provide legal guidance. The City Attorney serves in an advisory capacity, cannot vote, and has no authority over any member of the Council.

Per the *League of California Cities: Understanding Your City's Departments*, "The city attorney also may serve as the council's parliamentarian." The City Attorney is governed by the State Bar of California Rules of Professional Conduct, requiring attorneys to provide unbiased legal advice to their clients. The City is not aware of a structure in which the City Attorney is not the parliamentarian of the council body.

Recommendations

R1.1 By October 1, 2024, members of the City Council need in-depth and continuous training on the understanding and the effective utilization of the City of Tracy Code of Conduct, City of Tracy Council Meeting Protocols and Rules of Procedures, and Rosenberg's Rules. Members of the City Council and the City Attorney should refer to the League of California Cities: Counsel and Council: A Guide to Building a Productive City http://www.calcities.org/.

This recommendation has been implemented.

The City Council receives ongoing and continuous training on these practices and no additional training is required by October 1, 2024.

More specifically, during this City Council's term, they have received in-depth and continuous training on the understanding and the effective utilization of the City of Tracy Code of Conduct, City of Tracy Council meeting Protocols and Rules of Procedures,

and Rosenberg's Rules. In addition, new and existing City Councilmembers are encouraged to take training with the League of California Cities, including the Mayor and Council Academy and the Annual Conference.

The City Council reviews its Code of Conduct, Meeting Protocols, and Rosenberg's Rules during its biennial Strategic Retreats. The City Council may request reviews between these regularly scheduled trainings, as needed. For example, the City Council as a body recently completed a comprehensive review of the Code of Conduct and Meeting Protocols in May 2023. The City Council had previously requested a review of the Meeting Protocols and Code of Conduct to return in September 2024.

R1.2-R1.6 By October 1, 2024, members of the City Council need in-depth and continuous training in understanding the requirements of the Brown Act.

This recommendation has been implemented.

The City Council receives ongoing and continuous training on these practices and no additional training is required by October 1, 2024.

More specifically during this City Council's term, the Council body has completed the required training on understanding the Brown Act. In addition, new and existing City Councilmembers have access to and are encouraged to take additional training with the League of California Cities and other associations, including Brown Act and AB1234 training.

R1.7 By October 1, 2024, the City Council should approve an ordinance requiring a supermajority vote to modify any ordinance requiring a 4/1 vote. Additionally, a 90-day public notice to change this vote requirement should be mandatory.

The City Council will not implement this recommendation.

As a general law city, the authority for the City's powers are granted by State law, including the ability to adopt ordinances. Absent on point authority to the contrary, divesting this Council or a future Council of its power to legislate pursuant to the prescribed powers in the Government Code is legally tenuous and may be subject to challenge. The Council retains its right to change a super majority to a simple majority.

R1.8 By October 1, 2024, the employment contracts for the City Manager and the City Attorney should require individual performance goals and objectives established within 90 days of hire. These goals and objectives should be evaluated annually.

This recommendation has been implemented.

Prior to the publication of the Grand Jury report, the City Manager's and City Attorney's employment contracts already included the language to require individual performance goals and objectives and the requirement for an annual evaluation.

R1.9 By October 1, 2024, if a Parliamentarian is deemed necessary at City Council meetings, the position should be held by an independent third party.

The City Council will not implement this recommendation.

Per the League of California Cities: Understanding Your City's Departments, "The City Attorney also may serve as the Council's Parliamentarian." Staff is not aware of a structure in which the City Attorney is not the parliamentarian of the council. The City Attorney is advisory only.

2.0: City Attorney

Findings

2.0 CITY ATTORNEY

F2.1 Employees reported the work backlog created by updating past practices has negatively impacted the public because of delays in residential and/or commercial agreements with the City.

The City Attorney partially disagrees with this finding.

The City Attorney has an ethical and professional duty to the City of Tracy to follow and promote the rule of law. The City Attorney consistently has implemented this duty by providing representation that encourages a culture of compliance with legal requirements. For the past year, the City Attorney's Office has closely collaborated with multiple departments, especially the City Manager's Office, to improve various forms as well as internal and external review and approval processes. The underlying desire, Citywide, has been to incorporate best practices while providing quality customer service to City applicants. As with all change management, there was a temporary

transition period that created some difficulties, and City staff worked with relevant stakeholders throughout the process. Overall, these improvements positively serve the public (and the City) as they create clarity in expectations between the City and applicants, more enforceable documents, and greater certainty in deadlines for implementing public infrastructure.

With respect to any perceived backlog, as noted below, there is no significant backlog in the City Attorney's Office at this moment. The current City Attorney commenced her employment with the City of Tracy on April 25, 2022. Since that date, the City Attorney's Office has reviewed and executed more than 900 documents, which is nearly double the number of documents that had been executed on behalf of the City the two years preceding her arrival. The City Attorney's Office is committed to providing timely and quality legal services to all City teams.

F2.2 The City Attorney's difficulty in delegating and prioritizing the workload has caused a delay in the timely processing of City work product.

The City Attorney wholly disagrees with this finding.

The City Attorney meets with staff within the City Attorney's Office on a weekly basis to assign, delegate, and distribute work as appropriate. In addition to these formal meetings, she has multiple impromptu meetings and calls with staff to discuss and resolve pending matters. The City Attorney also engages outside counsel, as needed, to assist with various litigation matters and special counsel assignments, to ensure that timely and expert legal services are being rendered to all City teams.

As noted above, as of the date of this Response, the City Attorney's Office has no significant backlog with respect to documents/ agreements that have been submitted by City staff for legal review, as the prior backlog has been diligently cleared. In addition to these document reviews, the City Attorney also ensures that the numerous deadlines for court filings and agenda publications (the City Attorney's Office reviews every item being published on agendas of the City Council, standing committees, and Planning Commission) are met. The City Attorney's Office has also resolved dozens of outstanding municipal code citations, many of which predated the arrival of the current City Attorney. The City Attorney strives to utilize available resources to timely meet the City's legal needs, in the most cost-efficient manner possible.

F2.3 Interviews with former employees indicated that the Tracy City Attorney's office is understaffed compared to cities of similar population.

The City Attorney agrees with this finding.

F2.4 The current Code of Conduct limits the hiring of outside legal counsel to only the City Attorney. This ties the hands of the City of Tracy when the City Attorney is not available to meet the duties of her office.

The City Attorney wholly disagrees with this finding.

The City of Tracy is a general law city and its powers derive from those granted by the State legislature. Government Code 41801 expressly states: "The city attorney shall advise the city officials in all legal matters pertaining to city business." This basic legal requirement is codified in the Tracy Municipal Code under Section 2.10.010, which states:

> The City Attorney shall serve as legal counsel to the City government and all officers, departments, boards, commissions, and agencies thereof and shall have such other powers and duties as may be prescribed by state law and by ordinance or resolution of the City Council. In situations where the City Attorney determines there is a conflict in representation by that office, the City Council may authorize the retention or other legal counsel to represent one of the conflicting parties. The City Attorney shall appoint all other members of the City Attorney's Office.

To the extent that there is a conflict of interest, the City Council retains the power to engage other legal counsel. This limited power cannot practically nor legally be delegated to individual City departments.

F2.5 Reported unprofessional behavior by the City Attorney in dealing with city staff has led to low morale and staff resignations.

The City Attorney wholly disagrees with this finding.

While the City has 500+ employees, the City Attorney has direct supervisorial and hiring authority over only the four positions within the City Attorney's Office that report to her. Unless legal issues arise, the City Attorney has no involvement in the supervision or employment status of any other employee position in the City. As to employees within the City Attorney's Office, the reasons for resignations and/or separations from the City are confidential personnel matters that cannot be discussed in this public document.

The City has a robust Human Resources Department, and all employees are encouraged to discuss their grievances with the Human Resources Department.

As discussed above, for the last year, there has been a collaborative effort at the executive level to incorporate best practices across disciplines by improving forms as well as internal and external review and approval processes. As with all change, this period of transition has created stress for certain employees, and the City Attorney has worked closely with the City Manager's Office to assist in managing these changes to the extent possible. The stress was further exacerbated by the period of instability that existed in the City Manager's position during 2023. Within this broader context, it appears speculative to link employee departures to any one particular reason.

R2.1 By October 1, 2024, an outside legal firm should be engaged to help expedite the current work backlog in the City Attorney's office.

The recommendation has been implemented.

As noted above, the City Attorney engages outside counsel, as needed, to assist with various litigation matters and special counsel assignments, to ensure that timely and expert legal services are being rendered to all City teams. The City Attorney's Office expects to issue a statewide Request for Proposals (RFP) for on-call legal services by the end of August 2024, as the prior RFP was done several years ago. This RFP will allow the City Attorney's Office to have access to more law firms practicing in the State, across various practice areas relevant to the needs of the City. The RFP will also request proposals from law firms seeking to serve as an outside Assistant City Attorney, in the event that a suitable in-house attorney is not found to fill the vacant position through the normal recruitment process.

R2.2 By October 1, 2024, the office of the City Attorney should develop and utilize standardized agreements to streamline the review and approval processes.

The recommendation has been implemented.

The City Attorney strongly believes in the efficiencies that stem from having standardized agreements. To this end, the City Attorney has created templates for various agreements that are routinely used by the City, such as professional service agreements, airport leases, and improvement agreements. These forms are now in the process of being converted to fillable PDF documents, to further streamline the review and approval processes. The City Attorney's Office will continue to develop additional templates, as appropriate. In addition to creating templates, the City Attorney has

implemented a new procedure in which templated agreements (as long as no changes are being proposed to such forms) no longer have to come to the City Attorney's Office for initial "document review". This new procedure will greatly streamline internal approval processes.

R2.3 By October 1, 2024, the City of Tracy should budget for and hire additional City Attorney staff.

The recommendation requires further analysis.

In recent history, the City Attorney's Office has had 3 legal positions (City Attorney, Assistant City Attorney, and Deputy City Attorney) and 1 administrative position (Legal Secretary). In addition to improving forms and processes to help with the workload, in the Fall of 2023, the City Attorney recommended that the City Council create a new Paralegal position in the office. The City Council agreed with the recommendation, and this position is now filled by a paralegal with decades of experience. The addition of the new paralegal has provided significant assistance to the office. As there is currently a vacancy in a key position (Assistant City Attorney), the decision to budget for and hire additional staff is best determined once this key position is filled again. The City anticipates being able to make that decision within the next 6 months.

R2.4 By October 1, 2024, the Code of Conduct regarding the hiring of outside counsel should be amended to allow other city officials to hire outside counsel if the City Attorney is unable to perform their duties, or if the legal issue being addressed gives the appearance of a potential conflict of interest.

This recommendation will not be implemented.

As noted in Finding 2.4, the State has tasked the City Attorney of a general law city to provide all requisite legal services to all city officials and that requirement has been codified in the Tracy Municipal Code. To the extent that a conflict exists, the City Council, as a body, retains the power to engage separate legal counsel with respect to those specific matters in which a conflict exists. The City Council has exercised this power in the past.

Further, the determination of whether the City Attorney is "able to perform their duties" is a contractual matter between the City Council and the City Attorney. The City Attorney has an employment contract with the City. This contract articulates the responsibilities of the City Attorney and the process by which the City Council, the other contracting party, may determine the City Attorney is failing to perform such responsibilities. Other City officials should not be involved in this contractual relationship.

Finally, granting other city officials the ability to hire outside counsel would create grave legal risks to the City. Precedence and consistency are critical in the implementation of legal practices. Multiple attorneys that are separately engaged and managed (outside of the City Attorney's Office) would result in inconsistent agreements and legal practices on behalf of the City. The City Attorney's essential responsibility of selecting and managing outside counsel is also identified by the League of Cities in its Counsel and Council Guide.

R2.5 By October 1, 2024, the City Attorney should be given training in personnel management. The Attorney's actions should be consistent with the League of California Cities: Counsel and Council Guide: https://www.calcities.org/docs/default-source/city-attorneys/cc-counsel-council-2022-ver4.pdf in particular Principal 5: "The city attorney should conduct himself/herself at all times in a profession and dignified manner, interacting with all elected officials, city staff, members of the public, and the media with courtesy and respect."

This recommendation has not yet been implemented.

The City Attorney embraces opportunities to improve personnel management skills, especially as such training is not typically provided to practicing attorneys. The City Attorney will work with the Human Resources Department to identify suitable courses and begin to implement the recommended action by October 1, 2024 (to the extent such courses are available by then).

3.0 COUNCIL HIRED STAFF

Finding

F3.1 The City of Tracy does not have a clear process for filing complaints against council hire-hired staff.

The City wholly disagrees with this finding.

The City has several methods of receiving formal, informal, and anonymous complaints. It strives to respond to such complaints expeditiously. The City has an established process for employee complaints against all employees, including council-hired staff, through its Whistleblower Administrative Policy. In addition, the City of Tracy's "Whistleblower Hotline and Employee Protection Line" is monitored by a third-party vendor. Notwithstanding, the City will endeavor to provide additional employee training on the processes available.

Recommendation

R3.1 By December 31, 2024, the City of Tracy shall establish a confidential process for employee complaints against council-hired staff. The process should include a third-party vendor to assure complete confidentiality.

The recommendation has been implemented.

As noted above, the City has several methods of receiving formal, informal, and anonymous complaints. It strives to respond to such complaints expeditiously. The City has an established process for employee complaints against all employees, including council-hired staff, through its Whistleblower Administrative Policy. In addition, the City of Tracy's "Whistleblower Hotline and Employee Protection Line" is monitored by a third-party vendor. However, the City will endeavor to provide additional employee training on the processes available.

Thank you for providing the City of Tracy the opportunity to comment on this important report. Please let us know if additional information is required or if you have any questions.

Sincerely,

Midori Lichtwardt, City Manager

Bijal Patel, City Attorney

Enclosures:

Attachment 1- Public Legal Memorandum from Patrick T. Donegan
Attachment 2- Letter from Eleassia Davis, Mayor Pro Tempore
Attachment 3- Declaration of Mateo Bedolla, Council Member
Attachment 4- Letter from Dan Evans, Council Member

ATTACHMENT 1

Public Legal Memorandum from Patrick T. Donegan

BBK
BEST BEST & KRIEGER LLP
ATTORNEYS AT LAW

Patrick T. Donegan
(310) 220-2172
Patrick.Donegan@bbklaw.com

Public Legal Memorandum

VIA E-MAIL

To: City of Tracy, City Attorney's Office

From: Patrick T. Donegan (PD)

Date: August 19, 2024

Re: Grand Jury Response

INTRODUCTION

The purpose of the below memorandum is to opine on the assertions of law and legal authority (*i.e.,* State law, City of Tracy Municipal Code, case law, *etc.*) contained in the City of Tracy's response to the Grand Jury Report titled, "City of Tracy: Public Trust Still Not Restored 2023-2024 Case No. 0232" ("2023-2024 Grand Jury Report"). This office was engaged by the City Attorney of the City of Tracy ("City") for this role. This office conducted no independent investigation into any of the factual allegations or conclusions found in the 2023-2024 Grand Jury Report. Thus, each and every "Discussion," "Finding," and "Recommendation" found in the 2023-2024 Grand Jury Report is not addressed.

Instead, only the portions germane to the legal role and authority of the various parties discussed in the 2023-2024 Grand Jury Report are addressed. Failure to substantively discuss any of the other portions of the 2023-20024 Grand Jury Report and City response(s) does not indicate agreement or endorsement of any of these portions. Further, in-depth opinions on management style, relationships between Council members, and relationships between various City staff are beyond the scope of this memorandum. With the caveat that all applicable codes of conduct, professional rules of conduct, state and local law, contractual provisions, any pertinent employee handbooks and/or memorandums of understanding, and any other applicable standards of conduct should be adhered to. If the City Council so desires a formal change, amending one of the aforementioned sources is the correct course of action to effectuate such a change.

ANALYSIS

Finding F1.7, Recommendation R1.7, and Response

> *F1.7: Members of the City Council attempted to undermine the ordinance requiring a supermajority vote to remove the City Manager to a simple majority vote*
>
> *R.1.7: By October 1, 2024, City Council should approve an ordinance requiring a supermajority vote to modify any ordinance requiring a 4/1 vote. Additionally, a 90-day public notice to change this vote requirement should be mandatory.*
>
> *City Response: As a general law city, the authority for the City's powers are granted by State law, including the ability to adopt ordinances. More research is required to verify if this recommendation is suitable for the City of Tracy.*

The California Constitution grants a city broad discretionary power to "make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws." Cal. Const., article XI, section 7. State law does the same. Govt. Code section 37100 ("The legislative body [of a city] may pass ordinances not in conflict with the Constitution and laws of the State or United States.") As a general law city, the City has only those powers expressly conferred upon it by the California Constitution and California statutes, and those powers incidental to the object and purposes of the City's powers. *See Irwin v. City of Manhattan Beach* (1966) 65 Cal 2d 13, 20. The City Council's power to conduct government business by a vote, at a minimum, of the majority of the City Council sitting in quorum (e.g., to hire/fire a City Manager) derives from state law. *See e.g.* Gov. Code § 36810.

Government Code section 36936 states:

> "Resolutions, orders for the payment of money, and **all ordinances require a recorded majority** vote of the total membership of the city council." [emphasis added]

However, Government Code section 36813 states that a city council "may establish rules for the conduct of its proceedings."

What a city cannot do is divest itself or future councils of the very power to legislate. As explained by the California Supreme Court, "[i]t is a familiar principle of law that no legislative board, by normal legislative enactment, may divest itself or future boards of the power to enact legislation within its competence." *City and County of San Francisco v. Cooper* (1975) 13 Cal. 3d 898, 929; see also *People's Advocate, Inc. v. Superior Court* (1986) 181 Cal. App. 3d 316, 328; *Thompson v. Board of Trustees* (1904) 144 Cal. 281, 283. In these precedents, the legislative body ran afoul of this principle by attempting to restrict itself from exercising the power to legislate. *Cooper*, 13 Cal. 3d at 929 (school board could not preclude itself from revising or altering salary resolution without approval of the certificated employee council); *People's Advocate*, 181 Cal. App. 3d at 328-29 (California state legislature could not limit content of future budget legislation). However, this office is not aware of any directly on-point legal authority ruling on the validity of what is being recommended: an ordinance that via its own adopted language that can only be amended by a supermajority vote.

Read together, all of the aforementioned authority supports the idea that a City Council can, via ordinance, subject certain actions or provisions to a supermajority vote (*i.e.*, terminating a City Manager requires a 4/5 vote). However, whether or not that very ordinance can only be changed or modified by a supermajority vote is unclear and thus may be subject to challenge. The plain text of Government Code section 36963 states that an ordinance requires a recorded majority vote of the total membership of the City Council (not a supermajority). Government Code section 36813 states that a city council has discretion to establish rules for the conduct of meetings which, while broadly read could lend some support for this idea of requiring 4/5 votes to change an ordinance. However, because section 36963 is more specific to the adoption of ordinances, it is likely the more conservative approach to rely upon this language than the more generalized language found in section 36813. In essence, trying to limit this Council's or future City Council's ability to legislate based on the simple majority found in State law, absent any authority[1] directly on-point, may be subject to challenge.

Practically, this approach does avoid the possible incongruous result where multiple ordinances are passed (possibly conflicting) via the simple recorded majority vote of the total membership because some ordinances cannot be changed unless by supermajority. This could result in the City being forced to deal with and implement conflicting ordinances. While an ordinance dealing with the firing of a City Manager is relatively straightforward, other topics are much more nuanced and interact with other provisions of the municipal code. Thus the supermajority vote requirements for just select provisions could result in inconsistent or ridiculous results.

Finding F1.9, Recommendation R1.9, and Response

> *F1.9: Serving as Parliamentarian for Council meetings puts the City Attorney in a conflicting situation. Each decision by the Parliamentarian can be seen as partial to one side or the other.*
>
> *R1.9: By October 1, 2024, if a Parliamentarian is deemed necessary at City Council meetings, the position should be held by an independent third party.*
>
> *City Response: Per League of California Cities: Understanding Your City's Departments, "The city attorney also may serve as the council's parliamentarian." Staff is not aware of a structure in which the City Attorney is not the parliamentarian of the council. More research is required to verify that this finding is applicable to the City of Tracy.*

---

[1] Note that a recent decision examining a California city's municipal ordinance requiring a supermajority vote of a city council to overturn a planning commission decision was upheld. *Lateef v. City of Madera* (2020) 45 Cal. App. 5th 245. The ordinance stated: "A five-sevenths vote of the whole of the Council shall be required to grant, in whole or in part, any appealed application denied by the Commission." *Id.* at 252. The court was asked to interpret the statute, ultimately ruling that the "whole of the Council" meant the seven-member council, regardless of the actual number of voting councilmembers. *Id.* at 258. As part of its analysis, the court reviewed the ordinance's legislative history. The court noted that the ordinance had been modified by the city council to increase the supermajority requirement from four-fifths to five-sevenths following the expansion of the city council from five to seven members in 2012. *Id.* at 256. At no time, however, did the court question or even criticize the basic propriety of such a requirement in a municipal ordinance. However, the court did not address the issue here, of whether or not a provision of the ordinance also requiring a supermajority to amend it was valid.

The City follows Rosenberg's Rules of Order, which is the more simplified and straightforward Rules of Order compared to Robert's Rules of Order. Substantively, Rosenberg's Rules of Order consist of only six (6) pages and can be readily read and understood.

This office is not aware of any local municipality that hires an independent third party to solely serve as the governing board's parliamentarian. Often, this parliamentarian role is filled in part by more than just the City Attorney with the City Clerk and presiding officer also providing some parliamentarian type roles.[2] The position, however, is one of impartiality and advisement to the City Council. It should not be viewed as a role that favors one side or the other or necessitates the hiring of an independent third party.

Further, the City Attorney's role during a meeting extends past just this parliamentarian role as other legal authority must also be taken into account. For example, while Rosenberg's Rules of Order may provide a certain level of straightforward rules on making decisions as a body, there are numerous other local and State laws that must be adhered to. These include various local and State laws that require a different vote total than just a majority of a quorum or ensuring/advising the City Council that decision on land uses decisions are based on evidence in the record that comports with the required findings and other legal guardrails such as constitutional protections. Thus, a broad and holistic understanding of numerous different sources is required to advise the City Council to ensure its decisions are valid and not subject to legal challenge.

Introducing a new, independent third party to serve as the parliamentarian in order to increase efficiency and remove any allegations of partiality may have the unintended consequence of actually increasing both. That is, scenarios could be envisioned where this independent parliamentarian is advising the City Council on just Rosenberg's Rules of Order where the City Attorney and/or other City staff are providing other advice possibly in conflict or in tension with the advice given by this third party parliamentarian based on other statutory or constitutional authority. This would result in the City Council having to weigh and address (increased inefficiency) competing advice and then seemingly decided which advice to follow (increasing the sense of partiality).

In sum, this office does not believe that the solution to the issue of partiality in decisions or advice given regarding the City's Rule of Order is the introduction of another third party. Instead, training and understanding of the relatively straight forward Rosenberg's Rules of Order and the City's Code of Conduct will provide the City Council as a whole with a more substantive knowledge set pertaining to the procedure at its meetings. Further, such rules and any advice or guidance given should be just that – neutral, consistent advice to the City Council irrespective of who is asking or what policy topic is being discussed.

Rules of Order are meant to establish order at the meetings and enforce the will of the majority while protecting the rights of the minority. They should not be viewed nor used in a partisan way to effectuate a desired policy or outcome. It is incumbent on existing City staff and the City Council to ensure that these ideals are both understood and implemented appropriately.

---

[2] For example, often times the presiding officer would ask the City Clerk who seconded a motion or how many motions are on the floor. Other times the presiding officer will deny a motion being made if there are already three motions on the floor (the maximum allowed under Rosenberg's Rules of Order).

Finding F2.1, Recommendation R2.1 and Response

F2.1 Employees reported the work backlog created by updating past practices has negatively impacted the public because of delays in residential and/or commercial agreements with the City.

R2.1 By October 1, 2024, an outside legal firm should be engaged to help expedite the current work backlog in the City Attorney's office.

(City's Response to Finding F2.1) The City Attorney has an ethical and professional duty to the City of Tracy to follow and promote the rule of law. The City Attorney consistently has implemented this duty by providing representation that encourages a culture of compliance with legal requirements. For the past year, the City Attorney's Office has closely collaborated with multiple departments, especially the City Manager's Office, to improve various forms as well as internal and external review and approval processes. The underlying desire, Citywide, has been to incorporate best practices while providing quality customer service to City applicants. As with all change management, there was a temporary transition period that created some difficulties, and City staff worked with relevant stakeholders throughout the process. Overall, these improvements positively serve the public (and the City) as they create clarity in expectations between the City and applicants, more enforceable documents, and greater certainty in deadlines for implementing public infrastructure.

With respect to any perceived backlog, as noted below, there is no significant backlog in the City Attorney's Office at this moment. The current City Attorney commenced her employment with the City of Tracy on April 25, 2022. Since that date, the City Attorney's Office has reviewed and executed more than 900 documents, which is double the number of documents that had been executed in the City the two years preceding her arrival. The City Attorney's Office is committed to providing timely and quality legal services to all City teams.

(City's Response to Recommendation F2.2) As noted above, the City Attorney engages outside counsel, as needed, to assist with various litigation matters and special counsel assignments, to ensure that timely and expert legal services are being rendered to all City teams. The City Attorney's Office expects to issue a statewide Request for Proposals (RFP) for on-call legal services by the end of August 2024, as the prior RFP was done several years ago. This RFP will allow the City Attorney's Office to have access to more law firms practicing in the State, across various practice areas relevant to the needs of the City. The RFP will also request proposals from law firms seeking to serve as an outside Assistant City Attorney, in the event that a suitable in-house attorney is not found to fill the vacant position through the normal recruitment process.

As noted above, this office did not conduct any independent investigation into the inner workings of the City. Outside counsel are often utilized by city attorneys across the state to help manage the ebbs and flows of workflow. In addition to the above mentioned recommendations, developing internal deadlines for submittal to the City Attorney's office with an expected turnaround time could create more consistency and reliability when conducting standard City business. Now what

these deadlines and turnaround times are depend on policy and judgment calls on behalf of the City Attorney and various City staff. But having a known and set deadline (*e.g.,* staff reports and resolutions to be submitted to the City Attorney's office X days before agenda posting, City Attorney shall provide edits/comments X days after submittal, *etc.)* could possibly avoid the scenario where certain departments receive a plethora of documents to review in a small period of time which leads to a "fire drill" type mentality.

Recommendation R2.2 and Response

> *R2.2 By October 1, 2024, the office of the City Attorney should develop and utilize standardized agreements to streamline the review and approval processes.*
>
> *As noted above, as of the date of this Response, the City Attorney's Office has no significant backlog with respect to documents/ agreements that have been submitted by City staff for legal review, as the prior backlog has been diligently cleared. In addition to these document reviews, the City Attorney also ensures that the numerous deadlines for court filings and agenda publications (the City Attorney's Office reviews every item being published on agendas of the City Council, standing committees, and Planning Commission) are met. The City Attorney's Office has also resolved dozens of outstanding code enforcement citations, many of which predated the arrival of the current City Attorney. The City Attorney strives to utilize available resources to timely meet the City's legal needs, in the most cost-efficient manner possible.*
>
> *(City's Response to Recommendations R2.2) The City Attorney strongly believes in the efficiencies that stem from having standardized agreements. To this end, the City Attorney has created templates for various agreements that are routinely used by the City, such as professional service agreements, airport leases, and improvement agreements. These forms are now in the process of being converted to fillable PDF documents, to further streamline the review and approval processes. The City Attorney's Office will continue to develop additional templates, as appropriate. In addition to creating templates, the City Attorney has implemented a new procedure in which templated agreements (as long as no changes are being proposed to such forms) no longer have to come to the City Attorney's Office for initial "document review". This new procedure will greatly streamline internal approval processes.*

The creation and implementation of standardized or template agreements is a key tool to ensuring timely review of City business. Further, this avoids the process of creating documents from scratch for each and every project, contract, *etc.* The only additional comment would be to possibly create a standard process for when these template agreements are requested to be changed. Different vendors, property owners, or others that interact with the City could have disparate reasons for requesting a change from the City's template agreements. It may be beneficial to have the pertinent City staff member try and compile the requested reasons/justifications for any proposed change and then establish a typical timeframe for the City Attorney's office to review requested changes.

Finding F2.4, Recommendation R2.4 and Response

F2.4 The current Code of Conduct limits the hiring of outside legal counsel to only the City Attorney. This ties the hands of City of Tracy with the City Attorney is not available to meet the duties of her office.

R2.4 By October 1, 2024, the Code of Conduct regarding the hiring of outside counsel should be amended to allow other city officials to hire outside counsel if the City Attorney is unable to perform their duties, or if the legal issue being addressed give the appearance of a potential conflict of interest.

(City's Response to Finding F2.4) The City of Tracy is a general law city and its powers derive from those granted by the State legislature. Government Code 41801 expressly states: "The city attorney shall advise the city officials in all legal matters pertaining to city business." This basic legal requirement is codified in the Tracy Municipal Code under Section 2.10.010, which states:

> *"The City Attorney shall serve as legal counsel to the City government and all officers, departments, boards, commissions, and agencies thereof and shall have such other powers and duties as may be prescribed by state law and by ordinance or resolution of the City Council. In situations where the City Attorney determines there is a conflict in representation by that office, the City Council may authorize the retention or other legal counsel to represent one of the conflicting parties. The City Attorney shall appoint all other members of the City Attorney's Office."*

To the extent that there is a conflict of interest, the City Council retains the power to engage other legal counsel. This limited power cannot practically nor legally be delegated to individual City departments.

(City's Response to Recommendation R2.4) As noted in Finding 2.4, the State has tasked the City Attorney of a general law city to provide all requisite legal services to all city officials and that requirement has been codified in the Tracy Municipal Code. To the extent that a conflict exists, the City Council, as a body, retains the power to engage separate legal counsel with respect to those specific matters in which a conflict exists. The City Council has exercised this power in the past.

Further, determination of whether the City Attorney is "able to perform their duties" is a contractual matter between the City Council and the City Attorney. The City Attorney has an employment contract with the City. This contract articulates the responsibilities of the City Attorney and the process by which the City Council, the other contracting party, may determine the City Attorney is failing to perform such responsibilities. Other City officials should not be involved in this contractual relationship.

Finally, granting other city officials the ability to hire outside counsel would create grave legal risks to the City. Precedence and consistency are critical in the implementation of legal practices. Multiple attorneys that are separately engaged and managed (outside of the City Attorney's Office) would result in inconsistent agreements and legal practices on

behalf of the City. The City Attorney's essential responsibility of selecting and managing outside counsel is also identified by the League of Cities in its Counsel and Council Guide.

The Tracy Municipal Code and Code of Conduct both provide some guidance on the retention of outside counsel and do not appear to provide individual staff members the ability to hire and retain their own legal counsel for City-related matters. This is consistent with practices by other jurisdictions to avoid multiple legal opinions solicited by various City staff. That is, a situation where a planning department (or individual planner) hires their own independent counsel who provides a legal opinion that may differ or be at odds with the legal opinion of the City Attorney is a scenario that must be avoided. As discussed above, outside legal counsel may have a role in providing the City necessary legal services. However, it is best practice for legal counsel to provide this in cooperation and conjunction with the City Attorney's office; not a scenario where two different attorneys (or sets of attorneys) are providing competing legal advice to the City and its decision makers that must then weigh each separate legal analysis.

The City Council serves as the ultimate City decision maker. As such, the City Council does retain the ultimate decision on who represents the City in its legal matters subject to relevant legal authority and any applicable contractual obligation. Should the City Council desire outside legal counsel on any particular matter, that is a discussion to be had by the City Council as a whole in a publicly noticed meeting. During this time it would be appropriate for the City Council to makes its positions known (as a body) and then provide the pertinent direction to City staff to ensure the Council's position is effectuated provided it comports with existing authority. Delegating this authority to individual staff members, as the 2023-2024 Grand Jury Report states, would require amending, at the very least, the City's Code of Conduct and could lead to a culture of forum shopping for a legal opinion. However, this is within the City Council's' authority if it so desired and if the City Council modified the relevant authority.

As has been somewhat of a theme of this memorandum, the City has the required roles filled as it pertains to legal services (sans possible understaffing for supporting attorneys in the City Attorney's office as stated in the 2023-20204 Grand Jury Report). To my understanding, this is not a function of a lack of funds or budgetary constraints so the City is in a relatively favorable position compared to another possibility where funds simply aren't there for the required legal services. There is a possibility that the introduction of a policy where individual staff members can hire outside counsel to provide their own independent legal advice on City related matters may further contribute to the dysfunction and inefficient City governance instead of helping to resolve the problem. The City's efforts may be better used in trying to train the already existing pertinent City staff members and rehabilitate the strained relationships between the City Attorney's office and other departments instead of creating an environment where individual departments or staff members have the authority to hire outside legal counsel at their discretion.

CONCLUSION

Ultimately, the 2023-2024 Grand Jury Report details and describes very important issues and challenges facing the City. The above analysis is not meant to replace or vitiate any of the issues and recommendations by the Grand Jury. Instead, it is meant to provide the City a more nuanced level of legal analysis pertaining to some of the issues and options posited by the Grand Jury so that the City Council and relevant City staff can be fully apprised of possible options.

ATTACHMENT 2

Declaration of Eleassia Davis, Mayor Pro Tempore

LEASSIA
DAVIS

August 20, 2024

Grand Jury Response

I adamantly disagree with the very pointed and blatant mischaracterization of the majority of our council by the Grand Jury. During a publicly noticed meeting, Mayor Young announced that she would file a Grand Jury report and publicly admitted to a news source that she had. Based on what I can surmise from this entire ordeal, the Mayor's word was taken as fact by the Grand Jury, a Grand Jury that I believe is stacked with friends and associates of her and Council Member Arriola, who undoubtedly had an unfair and unjust influence over this investigation.

At a minimum, this is an undermining and miscarriage of justice to this Council, our City, and the citizens of Tracy. At a maximum, it is an ominous indicator of how far politics goes up the ladder—as we experience what appears to be the weaponization of our legal system and our media sources, allowing pay-to-play politics, whisper, and shadow campaigns that unfairly influence the outcomes of our local elections to go unchecked in San Joaquin County.

While we have all been elected to serve the people and vested with the power and authority to deliberate objectively and independently in the best interest of our city, the mayor initiated this Grand Jury complaint based on differences in perspective, primarily on developer issues.

The citizens of Tracy need to know that over years of service, Mayor Young and Council Member Arriola have taken thousands of dollars from developers who owe you millions of dollars in infrastructure, schools, and amenities, including an aquatic center, which is long overdue. And nearly every vote they've made in their 12 and 6 years of

serving on this Council, respectively, has been against the Community's interest and in favor of developers. It needs to be said that this is why Tracy has thousands of homes, millions of square feet of warehousing looming, no major street, road, or interchange improvements, and hundreds of thousands of dollars of illegal mailers, surveys, social media ads, and more without a single investigation or mention by the Grand Jury. That is the crux of the matter. We tend to vote very differently on DEVELOPER items, but there is every conceivable combination of votes on almost all other issues. The Mayor's horrible behavior as Chair, and neither Arriola's complicity with her actions, is ever addressed. The Mayor has behaved condescendingly; She has constantly berated staff and Council Members, violated the First Amendment rights of citizens during public meetings and repeatedly violated the Code of Conduct to the point the Council censured her. She held a rally with Council Member Arriola and went on national television news and called me, Evans and Bedolla, and the Tracy community racists. I believe that Mayor Young is at the center of any division on this current Council, and the same is true of the previous Council, where a Grand Jury complaint was filed under similar circumstances. Yet, these facts were not taken into consideration by the Grand Jury.

I believe Mayor Young and Council Member Arriola's relationship with developers is why they have done everything in their power to try and terminate the City Attorney, a land-use expert who has worked diligently to ensure that the City of Tracy and its residents are finally receiving the benefits due; protecting the City by ensuring our developer agreements are being fulfilled when it comes to agreed-upon infrastructure and amenities. Before the City Attorney Davis, Evans, and Bedolla began working towards mutually beneficial solutions for developers and our community, there was no developer accountability for the promised infrastructure and amenities. The push for this accountability has been met with fierce resistance, hence the negative campaigning and media we've all seen since the election of 2022.

This Council did not attempt to undermine the Grand Jury's finding-we attempted to exercise democracy under the authority vested in us by the State of California. We swore an oath to serve Tracy's best interests, and despite the fake news, that's exactly what we have been doing. Differences of opinion among a council reflect democracy in action, not undermining. In the United States, the majority rules, and there is no wrongdoing by members of this Council for exercising their legal right to vote their conscience.

While protected by the First Amendment, opinions are merely opinions, not laws. I disagree with the Grand Jury's recommendations, as I believe they are grossly and unjustly biased in the Mayor and Council Member Arriola's favor. Every American citizen

and every local voter should be concerned when a disgruntled elected official can weaponize the legal system not just to slander those who are working to protect their community but also attempt to restrict the powers and authorities vested in us by the State of California, and the Constitution of the United States, not a Grand Jury of peers, (predominately recommended for appointment by their elected official friends), who cannot possibly know the full context and complex nuances of challenges facing those who are elected to make the decisions we come to.

I believe the Grand Jury's report is skewed, lacks objectivity, and did not go far enough into the real issues facing the Tracy City Council-cronyism, nepotism, and serious conflicts of interests at the staff and council levels that have interfered with the progress in this City for years. I am now calling on the San Joaquin County District Attorney's Office-Public Integrity Unit, the Federal Bureau of Investigations-Elections Fraud, and the California Fair Political Practices Commission to conduct full and impartial investigations into the members of the Grand Jury associated with the Mayor and Council Member Arriola and this Grand Jury investigation, AND an investigation into the City of Tracy, its staff and the Council-body, especially Mayor Young and Council Member Arriola and their ties to local developers and their affiliates and the whisper campaign of 2022, and the current whisper campaign of 2024- that appears to be inextricably intertwined with those developers, who have greatly benefitted from the favorable votes at the expense of the residents and taxpayers of Tracy.

This is my response to the Grand Jury's report.

Respectfully,

Eleassia Davis, Mayor Pro Tem
City of Tracy

ATTACHMENT 3

Declaration of Councilmember Mateo Bedolla

Declaration of Mateo Morelos Bedolla, Council Member, City of Tracy

Introduction

My name is Mateo Bedolla, and since my election to the Tracy City Council in December 2020, I have remained steadfast in promoting transparent and accountable governance, working diligently to root out corruption and restore integrity to our administration. This declaration is not merely a recount of events, but a definitive setting of the record straight, addressing the manipulation and corruption that have challenged the integrity of our city's administration, while reaffirming my commitment to serving Tracy with the utmost humility and integrity. Several supporting documents relevant to this matter have been withheld due to attorney-client privilege or other legal restrictions; however, many of these documents are a matter of public record.

1. Gifts and Corruption: A Disheartening Revelation

In early 2023, I discovered deeply troubling information regarding a former city employee. Through public records requests 23-95 and 23-102, which were part of the former city employee's compliance with the Public Records Act, I found evidence pointing to gifts being sent to the former city employee's residence, along with communications about accepting entrance to a 49ers game. These gifts were provided by Bubba Paris, a representative for a city vendor to the city and the then-President of the Tracy Community Connections Center (TCCC), who has notable affiliations with the 49ers. These actions raised serious ethical concerns, as they directly created a conflict of interest, particularly for a non-elected official tied to a lucrative city contract worth hundreds of thousands of dollars, accepting gifts from a city vendor. This was a significant breach of public trust.

Adding to this concern, Guy McIntyre, who is now the President of TCCC and the current Director of Alumni Relations for the 49ers, is running against me for a seat on the City Council. It's curious that he has stepped into the exact role that Bubba Paris once held, almost like a 'same for same' replacement. Had Bubba Paris lived within the city limits, it's likely he would have run against me himself, but as it stands, this broader effort seems designed to undermine my work in exposing and addressing these unethical actions.

2. The January 2023 Meeting: A Breach of Trust

In January 2023, Mayor Nancy Young, along with Council Member Dan Arriola, held a private meeting with representatives from Integral Communities/Tracy Hills, Surland Communities/Ellis, and Prologis. While the meeting took place at Prologis headquarters on January 23, 2023, with Prologis serving as a neutral venue, the real agenda was far from neutral. Prologis, having no pending legal issues with the city, was strategically used as cover to mask the true intent of the gathering: a calculated effort by the developers to critique and undermine the City Attorney's office without legal oversight. The developers insisted on meeting without their

attorneys, a move designed to pressure the City into aligning with their interests while skirting legal protocols—classic 'good ol' boys' politics aimed at influencing key city decisions behind closed doors.

Mayor Young manipulated the situation by involving both the former city employee and the City Attorney under misleading pretenses, and the former city employee brought along the Assistant City Manager who would later become the Interim City Manager and is now the permanent City Manager—further validating our decision to bring ethical leadership to Tracy.

At the outset, the City Attorney, recognizing the irregularity of the situation, made a formal statement clarifying that no legal matters would be discussed without the appropriate legal counsel present, as is required under California law. However, after the meeting, the City Attorney, alarmed by the legal and ethical breaches, sent a detailed memo to the City Council outlining the serious issues that had arisen. In response, Mayor Young sent an unprofessional and angry email to the City Attorney, copying the entire Council. Shortly thereafter, the former city employee issued a sanitized memo downplaying the gravity of the situation.

While the location at Prologis may have seemed innocuous, the real aim of this meeting was a covert attempt by Integral/Tracy Hills and Surland/Ellis to influence city policies outside of formal, transparent channels. Mayor Young's proposal to hold monthly "accountability meetings" between the developers and city staff was another attempt to bend the rules in favor of the developers, further eroding the ethical standards of our governance. These actions, combined with the corruption revealed later, only strengthened my resolve to push for reforms that would restore accountability and integrity in our city's leadership.

3. Shelter Project Setbacks: Addressing Mismanagement and Achieving Success

During the previous city administration, Tracy's homeless shelter project faced significant setbacks when repurposed shipping containers, sourced from Texas and approved by the highest operational city staffer, failed to meet California building codes, resulting in severe water damage. Despite attempts to repair the units, the city was ultimately forced to absorb a $590,000 loss and seek alternative solutions to ensure the shelter could be completed. The city was failing its most vulnerable residents—those who had nothing, not even shelter.

After these failures, coupled with other unethical actions—gifts given to city employees, the clandestine January meeting, and the waste of nearly $600,000—it became clear that reform was urgently needed. These accumulated events represented the professional equivalent of the straw that broke the camel's back. Following this turning point, I was appointed to the Homeless Advisory Committee and soon made Vice Chair. In this role, I pushed for recommendations to secure better solutions, despite resistance from both the committee and some council members.

In my first year on the Committee, we successfully leveraged $1.2 million in grant funding from the Health Plan of San Joaquin to secure 38 new shelter units. By the end of 2023,

87 total beds, including accommodations for pets, were made available at the low-barrier temporary housing facility located at 370 W. Arbor Road. This marked a significant success for our city, the shelter, and, most importantly, for our most vulnerable residents. With this progress, we demonstrated that, through ethical leadership and collaboration, we could overcome past mismanagement and provide the much-needed support our residents deserve.

4. Research and the Ordinance: Pursuing Accountability

In April 2023, I began researching the possibility of changing the City Manager termination requirement from a supermajority to a simple majority. This was not a move to wield power indiscriminately, but rather an effort to restore accountability within our leadership. My investigation revealed that a similar change had been considered by former Council Member Veronica Vargas and Mayor Nancy Young in October 2021 (See Attachment: Staff report, ordinance, and minutes), with the intent of pressuring both the former City Attorney and the City Manager to take actions perceived as favorable to them, potentially for personal gain. These efforts were part of a broader attempt to influence city decisions during a period of growing public scrutiny.

As I continued my work, disinformation campaigns emerged in retaliation for my commitment to integrity. Entities like TransparentTracy.com consistently spread misinformation, while groups like Tracy Account distributed flyers and maintained social media accounts, aiming to discredit my efforts. Tracy Concerned Citizens for an Aquatic Center, along with other similar 'Concerned Citizens' groups, have mailed misleading materials to residents. These efforts appear to be calculated attempts to undermine my work and mislead the public.

With careful planning and compelling evidence, I worked diligently to convince my colleagues that the proposed change was necessary for the good of our city. To the extent that any technical Brown Act or personnel matter concerns were alleged to have occurred, the City Council effectively addressed these during the May 30, 2023, special council meeting, under Item 7, titled 'Report of Final Action for Agenda Item 5.A.' This ensured that any potential issues were resolved in compliance with applicable legal standards.

Throughout this process, my actions, and those of my colleagues, have been guided by expert legal advice to ensure adherence to the highest ethical standards. We have worked collaboratively as a Council, always ensuring that our decisions comply with both legal and ethical requirements. It is important to emphasize that I cannot, and do not, act alone on matters requiring a vote.

5. Post-July 2023 Developments: The Aquatic Center and Renewed Opposition

After July 2023, the situation escalated when I brought back an item to have the council accept the 12-13 acres for the aquatic center that the developer did not want us to accept. The developer's strategy was to use the land as leverage, promising a better aquatic center in

exchange for more building permits, thereby delaying the project. This was all a calculated dance to keep the city council in a perpetual state of inaction. The developer's continued delays were designed to perpetuate a cycle of inaction, keeping the city council gridlocked and preventing any meaningful progress on critical city projects. I put a stop to this game, and we now have $55 million secured to move forward with the aquatic center—a huge win for the residents and a blow to the 'business as usual' mentality that I was elected to break.

Late Summer/Fall 2024, staff will return to the council to report on the previous direction to work with an architectural consultant to price the amenities identified by the community as priorities for the aquatic center. The council will then have the opportunity to choose within our $55 million secured funds, made possible through Measure V sales tax.

6. Accusations and Defamation: Staying Focused

In May and June 2023, Mayor Young publicly accused me of racism for my efforts to correct corruption within our city, organizing a rally and calling in the media to tarnish my reputation. These accusations were unfounded and hurtful, but I chose not to respond in kind because I am committed to maintaining professionalism and focus. Despite these accusations, no credible evidence was provided to substantiate such claims, further illustrating the baseless nature of these attacks on my character. The reality is that I have supported Mayor Young in the past, even assisting her with organizing and translating materials for the first Tracy Connect event in 2021. My focus remains on serving Tracy with integrity, not on engaging in destructive political battles.

Conclusion

This declaration represents the final time I will address these matters. The events and decisions I have outlined are supported by documented evidence and a deep commitment to the principles of good governance. They did not break my will to serve, and I remain standing, stronger and more resolved than ever. Tracy deserves leadership that is humble, accountable, and free from corruption. I remain committed to the values that inspired me to serve: transparency, ethical leadership, and unwavering dedication to the people of Tracy. Together, we will continue to fight for a city that prioritizes the needs of its residents over political gamesmanship. While I may not have been the council member that some expected, I am the one that Tracy needs, and I will continue to serve with the humility and dedication that have guided me from the beginning —forward, always.

August 27, 2024

Date

Tracy City Council Member Mateo Bedolla

ATTACHMENT 4

Letter from Councilmember Dan Evans

August 27, 2024

Hon. Gus C. Barrera II
San Joaquin County Civil Grand Jury
180 E. Weber Ave.
Stockton, CA 95202

Subject: Response to Grand Jury Report dated June 17, 2024

When I was sworn into service as an elected official on December 13, 2022 I took an oath to uphold the Constitution of the United States and I made a commitment to serve the residents of Tracy. I have done so diligently from that moment onward. I will continue to do so regardless of the pressures placed upon me by those that serve interests other than the interests of our Tracy community. Through death threats that began shortly after starting my work, mistreatment by one member of council that has difficulty treating others with simple respect, I have conducted myself with respect and dignity. I will continue to conduct myself with respect and dignity. I have worked through other members of council telling the public things they want cannot be done, only to discover that they can be done once an elected official actually shows the will, strength and interest to get it done.

The moment Mayor Young levied what seemed to be a threat from the dais towards three members of the council, of a Grand Jury investigation, I felt confident we would find ourselves at this moment; A moment where this council is responding to a Grand Jury report, in an election year under considerably suspicious circumstances. With this letter I have included nine documents and records, that I am asking to have included as part of our response to the San Joaquin County Grand Jury Report. I believe that any reasonable person will be led to at least question the objectivity of this Grand Jury towards three members of our current City Council.

I am compelled to state for the record that I have serious concerns about several members of the Grand Jury that wrote the referenced report.

Below is a list of the nine documents attached to this letter-

1. Nancy Young's signed 460 document reflecting Laverne Jackson, member of the San Joaquin County Grand Jury as her Treasurer, dated 2/22/23.
2. A social media comment from an account called Nancy Young for Tracy Mayor where Laverne Grant (AKA Laverne Jackson) stated she was speaking on behalf of Mayor Nancy Young.
3. A social media comment from an account called Nancy Young for Tracy's Mayor where Laverne Grant-Jackson stated she was speaking on behalf of Mayor Nancy Young.
4. A social media post reflecting Mayor Young presenting an award to Gary Cooper, current President of the Grand Jury Executive Team.
5. Three social media posts reflecting Nancy Young with Mary Kennedy-Bracken, a known Nancy Young supporter and member of the San Joaquin County Grand Jury.
6. Tracy Press article dated 7/26/24 in which Nancy Young has admitted that she sent a letter to the San Joaquin County Grand Jury.
7. A snippet from the San Joaquin County Grand Jury web page showing that Gary Cooper is the President of the Executive Team.
8. A snippet from the San Joaquin County Grand Jury web page showing the Grand Jury roster.
9. A page from Dan Arriola's campaign disclosure, dated 10/4/2022 reflecting $9,600 in contributions from the President and Vice President of Surland Company on that page alone.

In light of a highly funded mailer and social media campaign, that is currently itself under investigation, that is targeting the same three City Council Members, and the City Attorney, it feels as though this report was part of a targeted attack set up to provide a narrative for that campaign. It also seems clear that this narrative was set up for

social media pages that either cannot be traced back to an actual person, or trace back to someone that lives in Oakland not Tracy.

It's disappointing that the Grand Jury chose to provide what I feel is a deceptive narrative about our current City Council instead of investigating what appears to me to be clear cases of quid-pro-quo (pay-to-play) occurring right now in the City of Tracy. Surely the San Joaquin County Grand Jury must be aware that Council Member Dan Arriola and Mayor Nancy Young both accepted considerable campaign contributions from the Surland Company and subsequently voted not to accept the land from that developer to build the long promised Aquatic Center. This land was to be transferred to the city per the developer agreement between the city and the developer.

When I ran my campaign in 2022, I not only ran on a platform of change, but also a platform of bringing transparency to the public about what is truly happening at Tracy's City Hall, and why our City is falling so far behind other cities in our region. I have held to that promise and will not be intimidated into doing anything less for our residents.

Respectfully,

Council Member Dan Evans
City of Tracy, CA

Recipient Committee Campaign Statement Cover Page

Date Stamp

CALIFORNIA FORM **460**

Page 1 of 7

For Official Use Only

SEE INSTRUCTIONS ON REVERSE

Statement covers period
from January 1, 2023
through February 22, 2023

Date of election if applicable:
(Month, Day, Year)
November 8, 2022

1. Type of Recipient Committee: All Committees – Complete Parts 1, 2, 3, and 4.

- [x] Officeholder, Candidate Controlled Committee
  - ( ) State Candidate Election Committee
  - ( ) Recall
  - Also Complete Part 5
- [ ] Primarily Formed Ballot Measure Committee
  - ( ) Controlled
  - ( ) Sponsored
  - Also Complete Part 6
- [ ] General Purpose Committee
  - ( ) Sponsored
  - ( ) Small Contributor Committee
  - ( ) Political Party/Central Committee
- [ ] Primarily Formed Candidate/ Officeholder Committee
  - Also Complete Part 7

2. Type of Statement:

- [ ] Preelection Statement
- [ ] Semi-annual Statement
- [x] Termination Statement
  (Also file a Form 410 Termination)
- [ ] Amendment (Explain Below)
- [ ] Quarterly Statement
- [ ] Special Odd Year Report

3. Committee Information

ID NUMBER
1418906

COMMITTEE NAME (OR CANDIDATE'S NAME IF NO COMMITTEE NAME)
Nancy Young for Tracy Mayor 2022

STREET ADDRESS (NO P.O. BOX)
[redacted]

CITY | STATE | ZIP CODE | AREA CODE/PHONE
Tracy | CA | 95376 | [redacted]

MAILING ADDRESS (IF DIFFERENT) NO. AND STREET OR P.O. BOX

CITY | STATE | ZIP CODE | AREA CODE/PHONE

OPTIONAL: FAX / E-MAIL ADDRESS
[redacted]

Treasurer(s)

NAME OF TREASURER
LaVerne Jackson

MAILING ADDRESS
[redacted]

CITY | STATE | ZIP CODE | AREA CODE/PHONE
Tracy | CA | 95376 | [redacted]

NAME OF ASSISTANT TREASURER, IF ANY
Meena Saiprasad

MAILING ADDRESS
[redacted]

CITY | STATE | ZIP CODE | AREA CODE/PHONE
Tracy | CA | 95376 | [redacted]

OPTIONAL: FAX / E-MAIL ADDRESS

4. Verification

I have used all reasonable diligence in preparing and reviewing this statement and to the best of my knowledge the information contained herein and in the attached schedules is true and complete. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 02/22/2023 (Date) — By [redacted] (Signature of Controlling Officer)

Executed on 02/22/2023 (Date) — By [redacted] (Signature of Treasurer or Assistant Treasurer)

Executed on _____ (Date) — By _____ (Signature of Controlling Officer for Candidate/ State Measure Proponent)

Executed on _____ (Date) — By _____ (Signature of Controlling Officer for Candidate/ State Measure Proponent)



Author

Nancy Young for Tracy's Mayor

In 2024 or 2026 we, the residents of Tracy, should consider increasing the term of our Mayor to 4 years. My (Laverne Grant-Jackson a Tracy resident) thoughts are 2 years isn't enough time for any Mayor to complete projects that takes years to complete. Mayor Young and our newly elected City Council inherited a City of Tracy - Local Government that was in a complete lock down due to the covid-19 pandemic and the unknown. Mayor Young, our City Council, City Manager and the residents of Tracy came together to keep our city afloat. #TeamTracy was

right here? Again, would love to discuss this with you in person. Show me the way because the one you tell doesn't follow through.

14h Like Reply

Nancy Young for Tracy Mayor
Author

Zunaeb Wahid you are not talking to Mayor Young. My name is Laverne Grant and you a[illegible] conversing with me. I manage Nancy Young for Tracy Mayors Facebook page. Tracy's next city council meeting is Tuesday April 18th at 7pm

14h Like Reply

Nancy Young
Nov 20, 2023 ·

NAACP Freedom Fund Awards Gala 11/18/23 - Honored to be a part of this event honoring all of the award recipients of San Joaquin County this year. A special congratulatio[illegible] Tracy's own, Gary Cooper! [illegible]ing Community Together!" Elect Dr Nancy Young for SJC Board of Supervisor District 5 2024



Nancy Young is with **Mary Kennedy-Bracke[illegible]** at **Grand Theat[illegible] Center for the Arts**.

Sep 29, 2[illegible]21 · Tracy ·



5

9:55

Mary Kennedy-Bracken

Posts Photos

Nancy Young is with Mary Kennedy-Bracken.

Feb 25, 2021 ·



Add friend Message

Video Friends Marketplace Notifications Menu

Nancy's post



3

Like Comment Copy Share

https://www.ttownmedia.com/tracy_press/legality-of-anonymous-flier-targeting-council-members-unclear/article_17f86bdc-4abc-11ef-8878-dbea97a39863.html

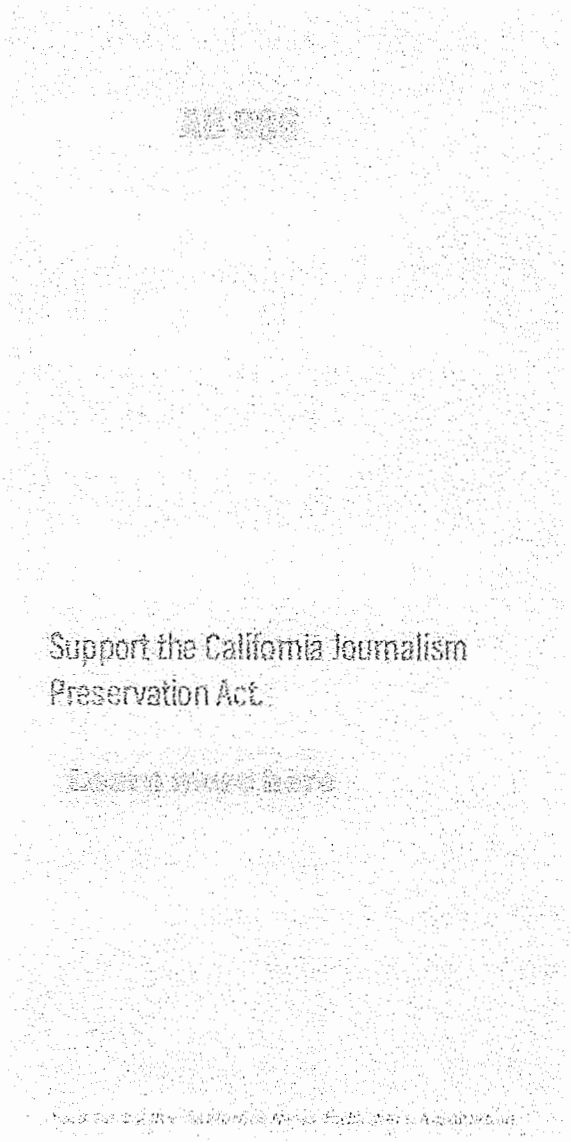
Legality of anonymous flier targeting council members unclear

By Bob Brownne
Jul 26, 2024

With the official candidate filing period now open for the Nov. 5 election the campaign flyers advocating or opposing candidates won't be far behind.

A flyer that reached Tracy residents' mailboxes in the past week takes aim at three Tracy City Council members and the city attorney, including two council members who are running for office, but the origin of the flyer remains a mystery and the legality of it is unclear.

Under the headline, "San Joaquin County Civil Grand Jury Demands Tracy City Council Reform," the flyer identifies Mayor Pro Tempore Eleassia Davis and council members Mateo Bedolla and Dan Evans as the majority in a "3/2 voting block" that has made the current council ineffective.



It also provides a QR code and web link address for the full Grand Jury report, which leads to a page that contains the same information as the flyer, but is not the official website for the San Joaquin County Civil Grand Jury.

The flyer does not contain any information on who paid for the flyer, nor does it offer any information that would indicate if any local individuals, businesses or political groups are responsible for the content. The flyer makes no mention of the 2024 election, though Davis is running for mayor and Bedolla is running for re-election to the council.

The Grand Jury released its report on June 17 and includes criticism of the council and city attorney. The report does not name any council members, nor does it identify the city attorney by name.

The 2024 Civil Grand Jury Report serves as a followup to the 2019 Civil Grand Jury Report, which cites a 3/2 voting block as one of the central issues plaguing the city at that time. It includes a recommendation that the council develop a Code of Conduct, and establish a rule requiring a 4/1 vote to remove the city manager or city attorney.

[redacted]

Young said she does not know who would have sent the flyer, noting that when she looked at it upon receiving it in the mail she searched for some kind of identifying information, but found none.

As for the content, Young said that she too comes under attack online and in council meetings, but has learned not to expect her political opponents to call out dishonesty in those attacks.

Young added that the criticisms brought forth in the Civil Grand Jury report come from an independent investigation.

"There were a lot of complaints filed that led to the investigation," she said. Young confirmed that she sent a letter to the Grand Jury last spring when the council began to make its move to [redacted] which would require a 4/1 vote, with that supermajority requirement a recommendation from the 2019 Grand Jury report.

"I wrote the Grand Jury a letter, letting them know that what we had changed was being undermined," Young said.

Councilman Dan Arriola, who also is running for mayor, said that the flyers do not come from his campaign, and he doesn't know who would have sent them out. He added that it's not the type of material he would send out for his political campaign.

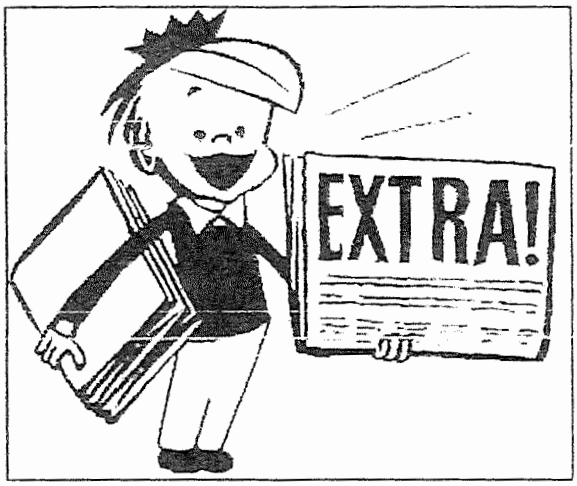
Jay Wierenga, communications director for the Fair Political Practices Commission, said that while the FPPC encourages disclosure of the people or committees behind political advertising, such disclosure is not always required.

"The specifics depend on the type of advertising, the type of committee behind the advertising, etc.," he noted, adding that he couldn't offer an opinion on whether this flyer would be in violation of any laws. He did note that the FPPC does offer a link, fppc.ca.gov/enforcement/adwatch.html, where the public can send copies of advertisements in question and the FPPC's enforcement division will determine if an investigation is appropriate.

Davis said that she knows of several people who are inquiring with the FPPC to see if the flyer is legal.

"The election needs to be as fair as possible, and when people send out flyers without any FPPC information it's impossible to see who is influencing our elections," she said. She also released a statement on her Facebook page, https://www.facebook.com/MayorProTemDavis, in response to the flyer.

"Tracy residents are tired of the lies and the extreme steps some are willing to go to assassinate the character of good people. It's an intimidation tactic," she said. "They want me to quit. But, I will not stand down in this election. I will not yield; I will not surrender - no matter how many false ads are run or misleading mailers are sent."



"I've been the subject of negative campaigning in the past. I find it not only to be in bad taste, but it's ineffective," Arriola said, adding, "I have always been committed to government accountability, and I denounce anyone who fails to comply with the laws and regulations required of political campaigns."

The Tracy City Council is required to draft a response to the Grand Jury report. City Attorney Bijal Patel said that it will be up for discussion at the council's Aug. 20 meeting, and after checking with the San Joaquin County Court she confirmed that the city has until mid-September to submit its response to the report.

- Contact Bob Brownne at brownne@tracypress.com, or call 209-830-4227.

To make a report to the FPPC

People with questions about the legality of campaign materials can send copies of those materials to the Fair Political Practices Commission, fppc.ca.gov/enforcement/adwatch.html, for review.

The web page for the San Joaquin County Civil Grand Jury is www.sjcourts.org/divisions/civil-grand-jury/

Executive Team



President

Gary Cooper



Vice President

Denise Snider



sanjoaquincountycgja.org

- 2023-2024 Final Report

- City of Tracy: Public Trust Still Not Restored

- City of Stockton Crisis in Government

Grand Jury Roster

Charles Keen
Gaye Cornell
Glen Sheets
James Hanley
Jane Butterfield
John Kimbrough
Laverne Jackson

Mary Kennedy-Bracken
Nancy Brison-Moll
Patrick Curry
Patrick Piggott
Richard Dunne
Steven Gardner
Thomas Bowe

497 Contribution Report

Amounts may be rounded to whole dollars.

NAME OF FILER: Dan Arriola for Tracy City Council 2022		Date of This Filing: 10/4/2022	CALIFORNIA FORM 497
AREA CODE/PHONE NUMBER: [redacted]	I.D. NUMBER (if applicable): 1409106	Report No. 7	For Official Use Only
STREET ADDRESS: [redacted]		☐ Amendment to Report No. _____ (explain below)	
CITY: Tracy	STATE: CA / ZIP CODE: 95376	No. of Pages: 1	

Date Stamp: RECEIVED OCT – 4 2022

1. Contribution(s) Received

DATE RECEIVED	FULL NAME, STREET ADDRESS AND ZIP CODE OF CONTRIBUTOR (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	CONTRIBUTOR CODE*	IF AN INDIVIDUAL ENTER OCCUPATION AND EMPLOYER (IF SELF-EMPLOYED, ENTER NAME OF BUSINESS)	AMOUNT RECEIVED
10/3/2022	Sam Serpa, [redacted]racy, CA 95376	☑ IND ☐ COM ☐ OTH ☐ PTY ☐ SCC	Vice President, Surland Companies	4900 ☐ Check if Loan ____% Provide interest rate
10/4/2022	Chris Long, [redacted]ameda, CA 94502	☑ IND ☐ COM ☐ OTH ☐ PTY ☐ SCC	President, Surland Companies	4700 ☐ Check if Loan ____% Provide interest rate
		☐ IND ☐ COM ☐ OTH ☐ PTY ☐ SCC		☐ Check if Loan ____% Provide interest rate

* Contributor Codes
IND - Individual
COM - Recipient Committee (other than PTY or SCC)
OTH - Other (e.g., business entity)
PTY - Political Party
SCC - Small Contributor Committee

Reason for Amendment: _____

ATTACHMENT B

Superior Court of California
San Joaquin County
Civil Grand Jury

180 E. Weber Avenue, Suite 1114
Stockton, CA 95202

October 16, 2024

Mayor Nancy Young
City of Tracy Council Members
333 Civic Center Plaza
Tracy, CA 95376

Re: Response to "City of Tracy: Public Trust Still Not Restored" Case #0323

Dear Mayor Young:

The Grand Jury received and appreciates your response dated September 12, 2024 to the above-titled report and finds that it does not comply with the requirements of Section 933.05 of the California Penal Code in the following respects:

- Response to Recommendations R1.1, R1.7, R1.8, R2.1, and R2.2: The responses are unclear. It cannot be determined that it comports with one of the four responses permitted by Section 933.05. If the intended response is "further analysis is required" or "will be implemented," then a date is required to be furnished by which that action will be completed, as provided by Section 933.05. No such date was provided. If the intent is that the recommendation will not be implemented, then that should be stated explicitly, along with an explanation of why. If the recommendation has been implemented (such as a review of the Meeting Protocols and Code of Conduct) then a summary regarding the implementation must be provided.

If a recommendation has been implemented then please specify what tasks were completed (such training: who attended the training, who provided the training and when was training completed). If changes were implemented, then please specify when such actions were completed (such as the issuance of the Request for Proposals and the standardization of City agreements and the conversion to PDF documents). An excerpt from Penal Code Section 933.05 is quoted below for your reference.

The Grand Jury requests that you resubmit a response (for the above specified recommendations) as detailed within Penal Code 933.05 in its entirety within fourteen (14) days of the date of this letter, following the directions contained in the original letter of transmittal.

Responses to grand jury reports must be filed with Superior Court, with a copy being sent to the Secretary of the State of California Archives. If a response to a final report is required, it must be in compliance with California Penal Code §933(c) and §933.05 which states in part:

". . . the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations . . ."

Sincerely,

Mary Kennedy-Bracken
2024-2025 Grand Jury Foreperson

Subdivision (b) of §933.05 of the California Penal Code (excerpt, emphasis added)

b. For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

1. The recommendation has been implemented, with a summary regarding the implemented action.
2. The recommendation has not yet been implemented but will be implemented in the future, **with** a **timeframe** for implementation.
3. The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a **timeframe** for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This **timeframe shall not exceed six months** from the date of publication of the grand jury report.
4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

Enclosures
MKB:ij

CC: City of Tracy Councilmembers
City of Tracy City Attorney
City of Tracy City Manager

ATTACHMENT C
DRAFT SUPPLEMENTAL RESPONSE

November 19, 2024

Honorable Gus C. Barrera II, Presiding Judge
San Joaquin County Superior Court
180 East Weber Ave, Suite 1306J
Stockton, CA 95202

Re: 2023-2024 San Joaquin County Civil Grand Jury Report:
City of Tracy: Public Trust Still Not Restored
Case No. 0323

Honorable Judge Barrera:

This letter is in response to the correspondence received by the City of Tracy from the San Joaquin County Civil Grand Jury requesting supplemental responses from the Tracy City Council (City Council). The original Response letter was submitted on September 12, 2024, in accordance with California Penal Code §§ 933 and 933.05. On October 23, 2024, the City received correspondence from the 2024-2025 San Joaquin Civil Grand Jury Foreperson, Ms. Mary Kennedy-Bracken, stating that certain responses did not comply with the requirements of Section 933.05 of the California Penal Code and requested a supplemental response.

We note that the 2023-2024 Civil Grand Jury indicated that its report was "issued by the Grand Jury except two members of the jury. These jurors were excluded from all parts of the investigation including interviews, presentations, deliberations, and the development and acceptance of the report." Although the identity of those jurors is not noted, the 2024-2025 Grand Jury and its members should be made aware of the exclusion, so as to avoid any potential for bias, conflict of interest, or inconsistency in acceptance of the report, particularly as one or more members, including the foreperson, are on both Grand Juries.

The City Council thoughtfully considered the request for clarification, its prior response, and the requirements of California Penal Code §933.05(b). Based on the foregoing, the City Council provides the responses contained in this letter, which were approved by the City Council on November 19, 2024, per Resolution 2024- ___

1. City Council Recommendations

R1.1 By October 1, 2024, members of the City Council need in-depth and continuous training on the understanding and the effective utilization of the City of Tracy Code of Conduct, City of Tracy Council Meeting Protocols and Rules of Procedures, and Rosenberg's Rules. Members of the City Council and the City Attorney should refer to the League of California Cities: Counsel and Council: A Guide to Building a Productive City http://www.calcities.org/.

Original Response

This recommendation has been implemented.

The City Council receives ongoing and continuous training on these practices and no additional training is required by October 1, 2024.

More specifically, during this City Council's term, they have received in-depth and continuous training on the understanding and the effective utilization of the City of Tracy Code of Conduct, City of Tracy Council meeting Protocols and Rules of Procedures, and Rosenberg's Rules. In addition, new and existing City Councilmembers are encouraged to take training with the League of California Cities, including the Mayor and Council Academy and the Annual Conference.

The City Council reviews its Code of Conduct, Meeting Protocols, and Rosenberg's Rules during its biennial Strategic Retreats. The City Council may request reviews between these regularly scheduled trainings, as needed. For example, the City Council as a body recently completed a comprehensive review of the Code of Conduct and Meeting Protocols in May 2023. The City Council had previously requested a review of the Meeting Protocols and Code of Conduct to return in September 2024.

Supplemental Response

City Council members Arriola, Bedolla, Davis, Evans and Mayor Young have all attended trainings for effective utilization of the City of Tracy Code of Conduct, City of Tracy Council Meeting Protocols and Rules of Procedures, and Rosenberg's Rules prior to October 1, 2024.
More specifically, during this City Council's term, they have received in-depth and continuous training on the understanding and the effective utilization of the City of Tracy Code of Conduct, City of Tracy Council meeting Protocols and Rules of Procedures, and Rosenberg's Rules as issues arise at City Council meetings. In addition, new and existing City Councilmembers are encouraged to take training with the League of California Cities, including the Mayor and Council Academy and the Annual Conference.

The 2023-2024 Tracy City Council members attended the following meetings which include training sessions: California League of Cities (Cal Cities) Annual Conference September 20-22, 2023 attendees: Dan Arriola, Eleassia Davis and Nancy Young; Cal Cities July Board of Directors Meeting July 13-14, 2023 attendee: Nancy Young; National League of Cities (NLC) City Summit November 15-18, 2023 attendee: Nancy Young; US Mayors 92 Annual Winter Meeting January 16-19, 2024 attendee: Nancy Young; NLC Annual Conference 2024 March 9-13, 2024 attendees: Nancy Young, Dan Arriola, and Mateo Bedolla; 2024 Tracy Federal Lobby Trip April 8-12, 2024 attendees: Nancy Young, Mateo Bedolla, Eleassia Davis and Dan Arriola; Cal Cities City Leaders Summit April 17-19, 2024 attendee: Nancy Young; and SJCOG One Voice May 4-10, 2024 Nancy Young, Dan Arriola, Eleassia Davis and Dan Evans.

Tracy City Council Members completed AB 1234 Ethics Training on the following dates: Nancy Young – March 13, 2023, Eleassia Davis – January 19, 2023, Dan Arriola – March 20, 2023, Mateo Bedolla – March 20, 2023, and Dan Evans – January 19, 2023.

As noted above, the City Council reviews its Code of Conduct, Meeting Protocols, and Rosenberg's Rules during its biennial Strategic Retreats. The last Strategic Meeting occurred in February 2023, at which time there was extensive discussion about the Code of Conduct and Meeting Protocols. Subsequently, the City Council, over multiple City Council meetings,

discussed and revised both policy documents. The next Strategic Retreat is scheduled for February 2025, after the new Council is installed.

R1.7 By October 1, 2024, the City Council should approve an ordinance requiring a supermajority vote to modify any ordinance requiring a 4/1 vote. Additionally, a 90-day public notice to change this vote requirement should be mandatory.

Original Response

This recommendation will not be implemented.

As a general law city, the authority for the City's powers are granted by State law, including the ability to adopt ordinances. Absent on point authority to the contrary, divesting this Council or a future Council of its power to legislate pursuant to the prescribed powers in the Government Code is legally tenuous and may be subject to challenge. The Council retains its right to change a super majority to a simple majority.

Supplemental Response

The City Council's Original Response was based on legal analysis not only by the City Attorney but also by independent Special Counsel retained at the request of the City Council. That public legal opinion was attached to the City's original response. As noted above, the City believes the Grand Jury's Recommendation is legally problematic and may be subject to challenge. In addition, this recommendation would significantly hamper the ability of its City Council to modify, amend, or delete all ordinances, including those which may become moot as a matter of law or which become obsolete and outdated over time. Further, a 90- day notice requirement exceeds the requirements of the Brown Act and could have a detrimental impact on the business of the City by preventing the City's timely response and ability to amend ordinances as needed.

R1.8 By October 1, 2024, the employment contracts for the City Manager and the City Attorney should require individual performance goals and objectives established within 90 days of hire. These goals and objectives should be evaluated annually.

Original Response

This recommendation has been implemented.

Prior to the publication of the Grand Jury report, the City Manager's and City Attorney's employment contracts already included the language to require individual performance goals and objectives and the requirement for an annual evaluation.

Supplemental Response

Since August 2024, the City Manager and City Attorney have been meeting with a facilitator and the City Council to establish performance metrics and objectives. The development of the performance metrics and objectives has required a series of meetings between the facilitator, and individual council members and the respective appointed staff to develop thoughtful, productive and achievable objectives and goals. It is anticipated that the City Manager's and City Attorney's evaluations will occur on November 19, 2024, and any requisite amendments resulting from those evaluations to their respective employment contracts will be considered on December 3, 2024.

City Attorney Recommendations

R2.1: By October 1, 2024, an outside legal firm should be engaged to help expedite the current work backlog in the City Attorney's office.

Original Response

The recommendation has been implemented.

As noted above, the City Attorney engages outside counsel, as needed, to assist with various litigation matters and special counsel assignments, to ensure that timely and expert legal services are being rendered to all City teams. The City Attorney's Office expects to issue a statewide Request for Proposals (RFP) for on-call legal services by the end of August 2024, as the prior RFP was done several years ago. This RFP will allow the City Attorney's Office to have access to more law firms practicing in the State, across various practice areas relevant to the needs of the City. The RFP will also request proposals from law firms seeking to serve as an outside Assistant City Attorney, in the event that a suitable in-house attorney is not found to fill the vacant position through the normal recruitment process.

Supplemental Response

On August 30, 2024, the City Attorney's Office issued an RFP for specific categories and sought attorney(s) or firm(s) with substantial experience in various municipal law practice areas to be placed on an On Call List, to assist in meeting the specialized legal needs of the City, as and when needed. Proposals included a statement of qualifications that included descriptions of the attorney or firm's experience in any of the following practice areas:

- General Municipal Law and Special Counsel Matters
- Labor and Employment Matters
- Real Property and Land Use
- Assistant City Attorney, to serve, as needed, the functions of an Assistant City Attorney to provide direct support to the City Attorney

The City received and reviewed sixteen (16) proposals from various law firms with vast experience in advising and representing municipalities. Final analysis is being done and the proposed On Call List is expected to be considered by the City Council at its December 3, 2024 meeting.

In early November 2024, the City also initiated a public recruitment for an Assistant City Attorney, to fill the current vacancy. The City Attorney also passed from probation two new hires that had joined the office in May and June, respectively. These new additions to the office are the Deputy City Attorney and the Paralegal. Both are tremendous assets to the City's roster and their dedication and work ethic have resulted in demonstratable changes in the City Attorney's Office during their short time here.

R2.2 By October 1, 2024, the office of the City Attorney should develop and utilize standardized agreements to streamline the review and approval processes.

Original Response

The recommendation has been implemented.

The City Attorney strongly believes in the efficiencies that stem from having standardized agreements. To this end, the City Attorney has created templates for various agreements that are routinely used by the City, such as professional service agreements, airport leases, and improvement agreements. These forms are now in the process of being converted to fillable PDF documents, to further streamline the review and approval processes. The City Attorney's Office will continue to develop additional templates, as appropriate. In addition to creating templates, the City Attorney has implemented a new procedure in which templated agreements (as long as no changes are being proposed to such forms) no longer have to come to the City Attorney's Office for initial "document review". This new procedure will greatly streamline internal approval processes.

Supplemental Response

The City has an internal “public folder” to which all City staff have access. In this public folder, the City Attorney’s Office has placed templates, since 2022, the following routinely used procurement agreements: professional service agreements, master professional service agreements, and general service agreements. The foregoing templates were updated in July 2024. In July 2024, we also added two different templates for “piggyback” agreements for vendors sourced through cooperative purchasing programs. These procurement agreements are utilized citywide.

In addition to procurement agreements, in July 2024, we updated templates for offsite improvement agreements, subdivision improvement agreements, and conditional improvement agreements, which are heavily used by the City’s Land Development Engineering unit. At the same time, we added new templates for grants of easements, irrevocable offers of dedication, and grants of fee title. In early September 2024, we placed in the public folder updated templates for our routinely used airport agreements, such as hangar leases and use permits.

Thank you for providing the City of Tracy the opportunity to comment on this important report. Please let us know if additional information is required or if you have any questions.

Dated:_____

_____
Midori Lichtwardt
City Manager

_____
Bijal Patel
City Attorney

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING THE SUPPLEMENTAL RESPONSE LETTER TO THE CIVIL GRAND JURY'S REQUEST FOR SUPPLEMENTAL RESPONSES TO THE 2023-2024 SAN JOAQUIN CIVIL GRAND JURY REPORT TITLED "CITY OF TRACY: PUBLIC TRUST STILL NOT RESTORED" CASE NO. 0323 AND AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE AND TRANSMIT IT TO THE PRESIDING JUDGE

WHEREAS, On June 5, 2024, the San Joaquin County Civil Grand Jury released a 2023-2024 Report titled "City of Tracy: Public Trust Still Not Restored" Case No. 0323; and

WHEREAS, State law requires that the City Council respond to the Findings and Recommendations contained in the report; and

WHEREAS, The City Council reviewed the Findings and Recommendations and provided direction on the Responses at its meeting on August 27, 2024; and

WHEREAS, The City Council received a request for supplemental responses to City Council's responses to the Grand Jury's Recommendations R1.1, R1.7, R1.8, R2.1 and R2.2; and

WHEREAS, The City Council reviewed the Supplemental Responses to the foregoing at its meeting on November 19, 2024;

NOW, THEREFORE, BE IT RESOLVED:

That the City Council of the City of Tracy hereby approves the Supplemental Response letter, as shown in Exhibit 1, to the 2024-25 San Joaquin County Civil Grand Jury's request for supplemental responses dated October 16, 2024, and authorizes the City Manager and City Attorney to jointly execute and transmit such letter on behalf of the City Council.

* * * * * * * * * * * * *

The foregoing Resolution _____ was adopted by the Tracy City Council on the 19th day of November, 2024 by the following votes:

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

EXHIBIT 1 - Supplemental Response Letter

EXHIBIT 1
DRAFT SUPPLEMENTAL RESPONSE

November 19, 2024

Honorable Gus C. Barrera II, Presiding Judge
San Joaquin County Superior Court
180 East Weber Ave, Suite 1306J
Stockton, CA 95202

Re: 2023-2024 San Joaquin County Civil Grand Jury Report:
City of Tracy: Public Trust Still Not Restored
Case No. 0323

Honorable Judge Barrera:

This letter is in response to the correspondence received by the City of Tracy from the San Joaquin County Civil Grand Jury requesting supplemental responses from the Tracy City Council (City Council). The original Response letter was submitted on September 12, 2024, in accordance with California Penal Code §§ 933 and 933.05. On October 23, 2024, the City received correspondence from the 2024-2025 San Joaquin Civil Grand Jury Foreperson, Ms. Mary Kennedy-Bracken, stating that certain responses did not comply with the requirements of Section 933.05 of the California Penal Code and requested a supplemental response.

We note that the 2023-2024 Civil Grand Jury indicated that its report was "issued by the Grand Jury except two members of the jury. These jurors were excluded from all parts of the investigation including interviews, presentations, deliberations, and the development and acceptance of the report." Although the identity of those jurors is not noted, the 2024-2025 Grand Jury and its members should be made aware of the exclusion, so as to avoid any potential for bias, conflict of interest, or inconsistency in acceptance of the report, particularly as one or more members, including the foreperson, are on both Grand Juries.

The City Council thoughtfully considered the request for clarification, its prior response, and the requirements of California Penal Code §933.05(b). Based on the foregoing, the City Council provides the responses contained in this letter, which were approved by the City Council on November 19, 2024, per Resolution 2024- ___

1. City Council Recommendations

R1.1 By October 1, 2024, members of the City Council need in-depth and continuous training on the understanding and the effective utilization of the City of Tracy Code of Conduct, City of Tracy Council Meeting Protocols and Rules of Procedures, and Rosenberg's Rules. Members of the City Council and the City Attorney should refer to the League of California Cities: Counsel and Council: A Guide to Building a Productive City http://www.calcities.org/.

Original Response

This recommendation has been implemented.

The City Council receives ongoing and continuous training on these practices and no additional training is required by October 1, 2024.

More specifically, during this City Council's term, they have received in-depth and continuous training on the understanding and the effective utilization of the City of Tracy Code of Conduct, City of Tracy Council meeting Protocols and Rules of Procedures, and Rosenberg's Rules. In addition, new and existing City Councilmembers are encouraged to take training with the League of California Cities, including the Mayor and Council Academy and the Annual Conference.

The City Council reviews its Code of Conduct, Meeting Protocols, and Rosenberg's Rules during its biennial Strategic Retreats. The City Council may request reviews between these regularly scheduled trainings, as needed. For example, the City Council as a body recently completed a comprehensive review of the Code of Conduct and Meeting Protocols in May 2023. The City Council had previously requested a review of the Meeting Protocols and Code of Conduct to return in September 2024.

Supplemental Response

City Council members Arriola, Bedolla, Davis, Evans and Mayor Young have all attended trainings for effective utilization of the City of Tracy Code of Conduct, City of Tracy Council Meeting Protocols and Rules of Procedures, and Rosenberg's Rules prior to October 1, 2024.
More specifically, during this City Council's term, they have received in-depth and continuous training on the understanding and the effective utilization of the City of Tracy Code of Conduct, City of Tracy Council meeting Protocols and Rules of Procedures, and Rosenberg's Rules as issues arise at City Council meetings. In addition, new and existing City Councilmembers are encouraged to take training with the League of California Cities, including the Mayor and Council Academy and the Annual Conference.

The 2023-2024 Tracy City Council members attended the following meetings which include training sessions: California League of Cities (Cal Cities) Annual Conference September 20-22, 2023 attendees: Dan Arriola, Eleassia Davis and Nancy Young; Cal Cities July Board of Directors Meeting July 13-14, 2023 attendee: Nancy Young; National League of Cities (NLC) City Summit November 15-18, 2023 attendee: Nancy Young; US Mayors 92 Annual Winter Meeting January 16-19, 2024 attendee: Nancy Young; NLC Annual Conference 2024 March 9-13, 2024 attendees: Nancy Young, Dan Arriola, and Mateo Bedolla; 2024 Tracy Federal Lobby Trip April 8-12, 2024 attendees: Nancy Young, Mateo Bedolla, Eleassia Davis and Dan Arriola; Cal Cities City Leaders Summit April 17-19, 2024 attendee: Nancy Young; and SJCOG One Voice May 4-10, 2024 Nancy Young, Dan Arriola, Eleassia Davis and Dan Evans.

Tracy City Council Members completed AB 1234 Ethics Training on the following dates: Nancy Young – March 13, 2023, Eleassia Davis – January 19, 2023, Dan Arriola – March 20, 2023, Mateo Bedolla – March 20, 2023, and Dan Evans – January 19, 2023.

As noted above, the City Council reviews its Code of Conduct, Meeting Protocols, and Rosenberg's Rules during its biennial Strategic Retreats. The last Strategic Meeting occurred in February 2023, at which time there was extensive discussion about the Code of Conduct and Meeting Protocols. Subsequently, the City Council, over multiple City Council meetings,

discussed and revised both policy documents. The next Strategic Retreat is scheduled for February 2025, after the new Council is installed.

R1.7 By October 1, 2024, the City Council should approve an ordinance requiring a supermajority vote to modify any ordinance requiring a 4/1 vote. Additionally, a 90-day public notice to change this vote requirement should be mandatory.

Original Response

This recommendation will not be implemented.

As a general law city, the authority for the City's powers are granted by State law, including the ability to adopt ordinances. Absent on point authority to the contrary, divesting this Council or a future Council of its power to legislate pursuant to the prescribed powers in the Government Code is legally tenuous and may be subject to challenge. The Council retains its right to change a super majority to a simple majority.

Supplemental Response

The City Council's Original Response was based on legal analysis not only by the City Attorney but also by independent Special Counsel retained at the request of the City Council. That public legal opinion was attached to the City's original response. As noted above, the City believes the Grand Jury's Recommendation is legally problematic and may be subject to challenge. In addition, this recommendation would significantly hamper the ability of its City Council to modify, amend, or delete all ordinances, including those which may become moot as a matter of law or which become obsolete and outdated over time. Further, a 90- day notice requirement exceeds the requirements of the Brown Act and could have a detrimental impact on the business of the City by preventing the City's timely response and ability to amend ordinances as needed.

R1.8 By October 1, 2024, the employment contracts for the City Manager and the City Attorney should require individual performance goals and objectives established within 90 days of hire. These goals and objectives should be evaluated annually.

Original Response

This recommendation has been implemented.

Prior to the publication of the Grand Jury report, the City Manager's and City Attorney's employment contracts already included the language to require individual performance goals and objectives and the requirement for an annual evaluation.

Supplemental Response

Since August 2024, the City Manager and City Attorney have been meeting with a facilitator and the City Council to establish performance metrics and objectives. The development of the performance metrics and objectives has required a series of meetings between the facilitator, and individual council members and the respective appointed staff to develop thoughtful, productive and achievable objectives and goals. It is anticipated that the City Manager's and City Attorney's evaluations will occur on November 19, 2024, and any requisite amendments resulting from those evaluations to their respective employment contracts will be considered on December 3, 2024.

City Attorney Recommendations

R2.1: By October 1, 2024, an outside legal firm should be engaged to help expedite the current work backlog in the City Attorney's office.

Original Response

The recommendation has been implemented.

As noted above, the City Attorney engages outside counsel, as needed, to assist with various litigation matters and special counsel assignments, to ensure that timely and expert legal services are being rendered to all City teams. The City Attorney's Office expects to issue a statewide Request for Proposals (RFP) for on-call legal services by the end of August 2024, as the prior RFP was done several years ago. This RFP will allow the City Attorney's Office to have access to more law firms practicing in the State, across various practice areas relevant to the needs of the City. The RFP will also request proposals from law firms seeking to serve as an outside Assistant City Attorney, in the event that a suitable in-house attorney is not found to fill the vacant position through the normal recruitment process.

Supplemental Response

On August 30, 2024, the City Attorney's Office issued an RFP for specific categories and sought attorney(s) or firm(s) with substantial experience in various municipal law practice areas to be placed on an On Call List, to assist in meeting the specialized legal needs of the City, as and when needed. Proposals included a statement of qualifications that included descriptions of the attorney or firm's experience in any of the following practice areas:

- General Municipal Law and Special Counsel Matters
- Labor and Employment Matters
- Real Property and Land Use
- Assistant City Attorney, to serve, as needed, the functions of an Assistant City Attorney to provide direct support to the City Attorney

The City received and reviewed sixteen (16) proposals from various law firms with vast experience in advising and representing municipalities. Final analysis is being done and the proposed On Call List is expected to be considered by the City Council at its December 3, 2024 meeting.

In early November 2024, the City also initiated a public recruitment for an Assistant City Attorney, to fill the current vacancy. The City Attorney also passed from probation two new hires that had joined the office in May and June, respectively. These new additions to the office are the Deputy City Attorney and the Paralegal. Both are tremendous assets to the City's roster and their dedication and work ethic have resulted in demonstratable changes in the City Attorney's Office during their short time here.

R2.2 By October 1, 2024, the office of the City Attorney should develop and utilize standardized agreements to streamline the review and approval processes.

Original Response

The recommendation has been implemented.

The City Attorney strongly believes in the efficiencies that stem from having standardized agreements. To this end, the City Attorney has created templates for various agreements that are routinely used by the City, such as professional service agreements, airport leases, and improvement agreements. These forms are now in the process of being converted to fillable PDF documents, to further streamline the review and approval processes. The City Attorney's Office will continue to develop additional templates, as appropriate. In addition to creating templates, the City Attorney has implemented a new procedure in which templated agreements (as long as no changes are being proposed to such forms) no longer have to come to the City Attorney's Office for initial "document review". This new procedure will greatly streamline internal approval processes.

Supplemental Response

The City has an internal “public folder” to which all City staff have access. In this public folder, the City Attorney’s Office has placed templates, since 2022, the following routinely used procurement agreements: professional service agreements, master professional service agreements, and general service agreements. The foregoing templates were updated in July 2024. In July 2024, we also added two different templates for “piggyback” agreements for vendors sourced through cooperative purchasing programs. These procurement agreements are utilized citywide.

In addition to procurement agreements, in July 2024, we updated templates for offsite improvement agreements, subdivision improvement agreements, and conditional improvement agreements, which are heavily used by the City’s Land Development Engineering unit. At the same time, we added new templates for grants of easements, irrevocable offers of dedication, and grants of fee title. In early September 2024, we placed in the public folder updated templates for our routinely used airport agreements, such as hangar leases and use permits.

Thank you for providing the City of Tracy the opportunity to comment on this important report. Please let us know if additional information is required or if you have any questions.

Dated:_____

_____
Midori Lichtwardt
City Manager

_____
Bijal Patel
City Attorney