

TRACY HOMELESSNESS ADVISORY COMMITTEE REGULAR MEETING AGENDA

Thursday, February 20, 2025, 7:00 P.M.

Tracy City Hall, 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 Tracy Homelessness Advisory Committee 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 "Tracy Homelessness Advisory Committee", then select "[View Homelessness Advisory Committee Meetings on YouTube](#)" under the "Boards and Commissions" 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 Homelessness Advisory Committee 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: 2559 222 6942** and **Event Password: THAC**
 - ***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 25592226942#8422# 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:*
 - *Listen for the Chairperson 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.*
 - *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.*

Government Code Section 54954.3 states that every public meeting shall provide an opportunity for the public to address the Tracy Homelessness Advisory Committee on any item, before or during consideration of the item, however no action shall be taken on any item not on the agenda.

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

CALL TO ORDER

ROLL CALL

1. CONSENT CALENDAR

1.A. Adoption of October 17, 2024, Regular Meeting Minutes

2. ITEMS FROM THE AUDIENCE - *In accordance with Council Meeting Protocols and Rules of Procedure, adopted by Resolution 2019-240, 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, Advisory Committee 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 the Tracy Homelessness Advisory Committee.*

3. REGULAR AGENDA

3.A Committee selection of a chairperson and discussion on committee bylaws.

3.B 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 ARPA R allocation in the amount of \$18,282 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.

3.C The Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution approving Amendment No. 2 to the General Services Agreement with United Site Services of California, Inc. at the Temporary Emergency Housing Facility, Capital Improvement Project 71112, at 370 West Arbor Avenue, (1) extend the term from June 30, 2025 to June 30, 2026 and (2) to increase the total not-to-exceed amount to \$646,310 which would provide the additional funds needed for Fiscal Year 2024-2025 in the amount of \$135,183 and for Fiscal Year 2025-2026 in the amount of \$255,564 for additional sanitation services.

4. STAFF ITEMS
5. COMMITTEE ITEMS
6. ADJOURNMENT

Posting Date: **February 14, 2025**

The City of Tracy is in compliance with the Americans with Disabilities Act and will make all reasonable accommodations for the disabled to participate in employment, programs and facilities. Persons requiring assistance or auxiliary aids in order to participate, should contact the City Manager's Office at (209) 831-6000 at least 24 hours prior to the meeting.

TRACY HOMELESSNESS ADVISORY COMMITTEE

REGULAR MEETING MINUTES

Thursday, October 17, 2024, 7:00 P.M.

Tracy City Hall, 333 Civic Center Plaza, Tracy

CALL TO ORDER – Chairperson Davis called the meeting to order at 7:00 pm

Vice Chair Bedolla attended remotely from the location noted on the agenda.

ROLL CALL- Deputy City Clerk. Roll call found Chairperson Davis and Vice Chair Bedolla present in City Hall, Council Chambers.

1. CONSENT CALENDAR-Motion was made by Vice Chairperson Bedolla and seconded by Chairperson Davis to adopt the Consent Calendar. Roll call found all in favor; passed and so ordered.

- 1.A. Adoption of September 19, 2024 Regular Meeting Minutes -**Minutes were adopted.**

1. ITEMS FROM THE AUDIENCE – No public comment

2. REGULAR AGENDA

- 3.A 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.

Virginia Carney, Homeless Services Manager provided the staff report and responded to questions.

No public comment.

Committee comments and questions followed.

ACTION: Motion was made by Vice Chairperson Bedolla and seconded by Chairperson Davis to recommend that the City Council:

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

Motion found all in favor; passed and so ordered.

- 3.B 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.

Arturo M. Sanchez, Assistant City Manager provided the staff report and responded to questions.

No public comment.

Committee comments and questions followed.

ACTION: Motion was made by Vice Chairperson Bedolla and seconded by Chairperson Davis to recommend that the City Council:

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.

3. STAFF ITEMS-None
4. COMMITTEE ITEMS- None
5. ADJOURNMENT- Time: 7:16 p.m.

ACTION: Motion was made by Chairperson Davis and seconded by Vice Chairperson Bedolla to adjourn. Motion found all in favor; passed and so ordered.

The agenda was posted at City Hall on October 14, 2024. The above are action minutes.

Chairperson

ATTEST:

Administration Technician

Agenda Item 3.B

RECOMMENDATION

Staff recommends that 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 ARPA R allocation in the amount of \$18,282 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 \$18,282 from the Emergency Food and Shelter Program (EFSP) ARPA R allocation to support the cost of meals and shelter bed nights at the Temporary Emergency Housing Facility Project (TEHF), Capital Improvement Project (CIP) 71112. 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.

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. In addition, on December 13th, the City was made aware of an additional allocation of ARPA R funds of \$18,282 which was made possible by the City's original Phase 41 application.

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 EFPS provided \$12,968 in grant funds to be used to supplement/extend existing resources and not to substitute or reimburse ongoing programs and services. In addition, on December 13th, the City was made aware of an additional allocation of ARPA R funds of \$18,282 which was made possible by the City's original Phase 41 application.

FISCAL IMPACT

The Parks, Recreation and Community Services Department, Homeless Services Division will receive an additional \$18,282 dollars in grant funds from the Emergency Food and Shelter Program ARPA R allocation. The \$18,282 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

Staff recommends that 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 ARPA R allocation in the amount of \$18,282 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
Brian MacDonald, Director of Parks, Recreation and Community Services
Arturo M. Sanchez, Assistant City Manager
Matthew Summers, Interim Assistant City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

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

EMERGENCY FOOD AND SHELTER NATIONAL BOARD PROGRAM PHASE ARPAP 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) Phase 39 and ARPAP 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 Data Universal Number System (DUNS) number issued by Dun & Bradstreet (D&B) and required associated information to EFSP.
- 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
 DUNS#: EWFN9F9GM6U4
 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: Dan Arriola/Mayor

Date:

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

(1) AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM EMERGENCY FOOD AND SHELTER PROGRAM ARPA R ALLOCATION IN THE AMOUNT OF \$18,282 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).

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 December 13th, 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 February 20, 2025 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 ARPA R allocation in the amount of \$18,282 dollars as reflected in Attachment 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 \$18,282 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 2025-_____ was adopted by the City Council on March 4th, 2025, by the following vote:

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

Dan Arriola
Mayor of the City of Tracy, California

ATTEST: _____
Necy Lopez
Interim City Clerk and Clerk of the
Council of the City of Tracy, California

Attachments:

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

Agenda Item 3.C

RECOMMENDATION

Staff recommends that the Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution approving Amendment No. 2 to the General Services Agreement with United Site Services of California, Inc. at the Temporary Emergency Housing Facility, Capital Improvement Project 71112, at 370 West Arbor Avenue, (1) extend the term from June 30, 2025 to June 30, 2026 and (2) to increase the total not-to-exceed amount to \$646,310 which would provide the additional funds needed for Fiscal Year 2024-2025 in the amount of \$135,183 and for Fiscal Year 2025-2026 in the amount of \$255,564 for additional sanitation services.

EXECUTIVE SUMMARY

An Amendment No. 2 to the General Services Agreement (Agreement) with United Site Services of California, Inc. (Contractor) at the Temporary Emergency Housing Facility, City Capital Improvement Project (CIP) 71112, located at 370 West Arbor Avenue, Tracy, CA 95304 (Project Site) is required to do the following: (1) extend the term from June 30, 2025 to June 30, 2026 and (2) to increase the total not-to-exceed amount to \$646,310 which would provide the additional funds needed for Fiscal Year 2024-2025 in the amount of \$135,183 and for Fiscal Year 2025-2026 in the amount of \$255,564 for additional sanitation services.

The Amendment No. 2 compensates the Contractor for the additional weekly service day of waste tank removal fee, three (3) handwashing stations rental fee and one (1) service two (2) days per week fees for each handwashing stations. The total compensation will include a one-time "delivery and pickup" charge and the fixed amount as set forth in Exhibits "B-2" of the Agreement. Contractor's total compensation under this Agreement as amended shall not exceed \$646,310 which would provide the additional funds needed for Fiscal Year 2024-2025 in the amount of \$135,183 and for Fiscal Year 2025-2026 in the amount of \$255,564 for additional sanitation services.

BACKGROUND AND LEGISLATIVE HISTORY

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

On July 5, 2023, as part of the Phase IV interim shelter facility improvements, the City Council authorized the purchase of eight (8) custom container dormitories from Linked Equipment under Resolution 2023-140. Phase IV- Custom Containers does not include permanent bathrooms, which are part of the construction under Phase II-Site Improvements.

On October 17, 2023, the City Council authorized United Site Services of California, Inc. to provide and maintain the temporary showers and restrooms to the Phase IV-Custom Containers until permanent facilities are available providing safe and sanitary bathroom facilities to serve the occupants of Phase IV under resolution 2023-213.

On May 21, 2024, the City Council authorized an Amendment to increase the scope of Contractor's services to include the additional weekly service day of waste tank removal fee, three (3) handwashing stations rental fee and one (1) service two (2) days per week fees for each handwashing stations **and** increase the monthly service total by the amount of \$3,785.65 and extend the term from May 31, 2024 to June 30, 2025 which was approved under Resolution No. 2024-067.

Under Section 2.1 of the Agreement, the term of this Agreement ends on June 30, 2025. The proposed Amendment No. 2 extends the term of the Agreement to June 30, 2026. In addition to the extension of the term, there is an amendment to Section 3.1 of the Agreement, increase the total not-to-exceed amount to \$646,310 which would provide the additional funds needed for the current annual budget in the amount of \$135,183 and for the additional year with an annual budget of \$255,564.

ANALYSIS

The City previously determined that United Site Services of California, Inc. is a sole source vendor that provides and maintains self-contained and fully functional bathroom facilities and accessories.

The opening of the additional dormitories under Phase IV-Custom Containers increased the shelter capacity from 48 beds to 86 beds. The increase in clients caused an increase in septic waste from the use of the temporary restrooms and created a need to add handwashing stations throughout the TEHF due to lack of permanent water stations. Therefore, an amendment to the Agreement is required for Contractor to 1) add an additional service day of waste tank removal from two (2) days per week to three (3) days per week for the temporary restrooms and showers, and 2) adding three handwashing stations will provide accessibility to clean water sources, increase sanitation in a congregate setting and reduce spread of viruses. This service was not included in the original scope of work.

The City and Contractor desire to amend the term of the Agreement by extending the expiration date of such term from June 30, 2025 to June 30, 2026 at the Temporary Housing Emergency Facility until the permanent facilities are installed as part of the Phase II construction.

The second Amendment compensates the Contractor for the continued weekly service day of waste tank removal fee, three (3) handwashing stations rental fee and one (1) service two (2) days per week fees for each handwashing stations. The total compensation will include a one-time "delivery and pickup" charge and the fixed amount as set forth in Exhibits "B-2" of the Agreement. Contractor's total compensation under this Agreement as amended shall not exceed \$646,310 which would provide the additional funds needed for Fiscal Year 2024-2025 in the amount of \$135,183 and for Fiscal Year 2025-2026 in the amount of \$255,564 for additional sanitation services.

FISCAL IMPACT

Amendment No. 2 to the General Services Agreement with United Site Service of California, Inc. is to increase the Contractor's total compensation to a not-to-exceed amount of \$646,310 which provides the additional funds needed for Fiscal Year 2024-2025 in the amount of \$135,183 to compensate the Contractor for the sanitation services provided at the shelter and for Fiscal Year 2025-2026 in the amount of \$255,564 to continue sanitation services.

The City funds Homeless Services through the General Fund and various grants. The Homeless Services General Fund operating budget has sufficient funds to cover the total expenditure of \$646,310 with United Site Services of California, Inc.

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. The proposed contract amendment increasing cleaning and sanitation services, without any facility expansion, 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 the Public Safety Strategic Priority, Implement the adopted Homelessness Strategic Plan.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution approving Amendment No. 2 to the General Services Agreement with United Site Services of California, Inc. at the Temporary Emergency Housing Facility, Capital Improvement Project 71112, at 370 West Arbor Avenue, (1) extend the term from June 30, 2025 to June 30, 2026 and (2) to increase the total not-to-exceed amount to \$646,310 which would provide the additional funds needed for Fiscal Year 2024-2025 in the amount of \$135,183 and for Fiscal Year 2025-2026 in the amount of \$255,564 for additional sanitation services.

Prepared by: Virginia Carney, Homeless Services Manager

Reviewed by: Sara Castro, Director of Finance
Brian MacDonald, Director of Parks, Recreation and Community Services
Arturo M. Sanchez, Assistant City Manager
Matthew Summers, Interim Assistant City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A- Amendment No. 2 to GSA-United Site Services of California, Inc.
Attachment B- Amendment No. 1 to GSA-United Site Services of California, Inc.,
effective May 21, 2024
Attachment C- Executed General Services Agreement and Reso for United Site Services of California, Inc. effective October 23, 2023

CITY OF TRACY AMENDMENT NO. 2 TO

General Services Agreement with United Site Services of California, Inc.

This Amendment No. 2 (**Amendment**) to the General Service Agreement is made effective May 30, 2024 ("Effective Date") by and between the City of Tracy, a municipal corporation (**City**), and United Site Services of California, Inc., a California corporation (**Contractor**). City and Consultant are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A. The City and Contractor entered into a General Services Agreement (**Agreement**) for the Temporary Emergency Housing Facility (TEHF) to provide temporary shower and restrooms for Phase IV-Custom Containers occupants located at 370 W. Arbor Avenue, Tracy, CA 95304 which was approved by the City Council on October 17, 2023 under Resolution No. 2023-213.
- B. The opening of the additional dormitories under Phase IV-Custom Containers has caused an increase in septic waste from the use of the temporary restrooms and showers and City's requirement that Contractor add an additional service day of waste tank removal from two (2) days per week to three (3) days per week. The additional day of service will help maintain sanitary conditions by preventing the waste tanks from overflowing due to being too full.
- C. The opening of Phase IV-Custom Containers has increased the shelter capacity from 48 beds to 86 beds with additional increases to site capacity through 2025. The increase in shelter clients has created a need to add handwashing stations throughout the TEHF due lack of permanent water stations. The Contractor will install and provide three (3) handwashing stations and provide one (1) service, two (2) days per week for the handwashing stations. The handwashing stations will increase sanitation in a congregate setting, reduce spread of germs and increase the accessibility to clean water sources.
- D. On May 21, 2024 pursuant to Resolution No. 2024-067 , parties executed Amendment No. 1 to the Agreement to increase the scope of Contractor's services to include the additional weekly service day of waste tank removal fee, three (3) handwashing stations rental fee and one (1) service two (2) days per week fees for each handwashing stations **and** increase the monthly service total by the amount of \$3,785.65 and extend the term from May 31, 2024 to June 30, 2025.
- E. Parties desire to enter into Amendment No. 2 extending the expiration date of such term from June 30, 2025 to June 30, 2026 and increasing the total NTE to \$646,309.
- H. This Amendment is being executed pursuant to Resolution No. _____ approved by Tracy City Council on _____, 2025.

Now therefore, the Parties mutually agree as follows:

1. Terms of Amendment.

- A. Section 2.1 is hereby amended by deleting the text of Section 2 in its entirety and substituting in place thereof the following underlined text:

“2.1 Term. The term of this Agreement shall begin on October 23, 2023, and end on June 30, 2026, unless terminated in accordance with Section 6.”

- B. Section 3.1 is hereby amended by deleting the text Section 3 in its entirety and substituting in place thereof the following underlined text:

“3.1 Not to Exceed Amount. Contractor’s total compensation under this Agreement shall not exceed \$646,309.09 which would provide the additional funds needed for the current annual budget in the amount of \$135,182.07 and for the additional year with an annual budget of \$255,563.51. 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.”

C. Exhibits.

Exhibit B-2 “Compensation” attached hereto shall replace Exhibit “B” of the Agreement. For services performed by Contractor under this Agreement, City shall pay Contractor on a time and expense basis, at the billing rates set forth in Exhibit “B-2”.

- 3. 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.

- 4. 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.

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

- 6. Signatures.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

City of Tracy

By: Dan Arriola
Title: Mayor
Date: _____

Attest:

Necy Lopez, Interim City Clerk

United Site Services of California, Inc.

By: Jeff Dunlop
Title: Vice President
Date: 14 Feb 25

Federal Employer Tax ID No. 20-0968969

By: Sean McDowell
Title: Director of Contracts
Date: 14 Feb 25

Approved as to form:

By: Kamal Gill, Deputy City Attorney

EXHIBITS:

B-2 Compensation

EXHIBIT B-2 Compensation

Temporary Restroom and Shower Trailers Billing Rates

Item	Unit Qty	Unit Price	Duration/Service Date	Charge Type	Total Charges	Taxable
Current Billing Period						
Restroom Trailer, Gold, Small (3-4 Stalls) (Restroom Trailer, Gold, Small)						
Rental Charge	1	\$2,375.00	11/1/2024 - 11/30/2024	Recurring	\$2,375.00	Y
3 Service per Week, Empty Waste Tank	1	\$1,828.00	11/1/2024 - 11/30/2024	Recurring	\$1,828.00	N
Restock Service	1	\$100.00	11/1/2024 - 11/30/2024	Recurring	\$100.00	N
Restroom Trailer, Gold, Small (3-4 Stalls) Subtotal					\$4,303.00	
Restroom Trailer, Gold, Compact (1-2 Stalls) - ADA Compliant (Restroom Trailer, Gold, Compact ADA)						
Rental Charge	1	\$2,715.00	11/1/2024 - 11/30/2024	Recurring	\$2,715.00	Y
3 Service per Week, Empty Waste Tank	1	\$1,828.00	11/1/2024 - 11/30/2024	Recurring	\$1,828.00	N
Restock Service	1	\$100.00	11/1/2024 - 11/30/2024	Recurring	\$100.00	N
Restroom Trailer, Gold, Compact (1-2 Stalls) - ADA Compliant Subtotal					\$4,643.00	
Shower Trailer, Gold, Large (7-8 Stalls) (Shower Trailer, Gold, Large)						
Rental Charge	1	\$7,000.00	11/1/2024 - 11/30/2024	Recurring	\$7,000.00	Y
3 Service per Week, Empty Waste Tank	1	\$3,290.00	11/1/2024 - 11/30/2024	Recurring	\$3,290.00	N
Restock Service	1	\$100.00	11/1/2024 - 11/30/2024	Recurring	\$100.00	N
Shower Trailer, Gold, Large (7-8 Stalls) Subtotal					\$10,390.00	
Site Subtotal Excluding Tax					\$19,336.00	
Site Tax					\$997.45	
Site Subtotal					\$20,333.45	

Invoice Total	\$20,333.45
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Other One-Time Charges

Item	Charge Type	Total Charge	Tax
Delivery and Pickup	One-Time	\$2269.50	Y

Subtotal One-Time	\$2,269.50
Tax One-Time	\$187.29
Total One-Time	\$2,456.79

Grand Total	\$22,790.24
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EXHIBIT B-2 Compensation (continued)

Handwashing Station Billing Rates

Item	Unit Qty	Unit Price	Duration/Service Date	Charge Type	Total Charges	Taxable
Current Billing Period						
2 Station Hand Wash Sink (2 Stn Hand Sink)						
Rental Charge	3	\$43.00	11/1/2024 - 11/30/2024	Recurring	\$129.00	Y
1 Service 2 Days per Week	3	\$200.00	11/1/2024 - 11/30/2024	Recurring	\$600.00	N
2 Station Hand Wash Sink Subtotal					\$729.00	
Site Subtotal Excluding Tax					\$729.00	
Site Tax					\$10.65	
Site Subtotal					\$739.65	

Invoice Total	\$739.65
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Other One-Time Charges			
Item	Charge Type	Total Charge	Tax
Delivery and Pickup	One-Time	\$212.00	Y

Subtotal Recurring	\$729.00
Tax Recurring	\$10.65
Total Recurring	\$739.65

Subtotal One-Time	\$212.00
Tax One-Time	\$17.52
Total One-Time	\$229.52

Grand Total	\$969.17
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EXHIBIT B-2 Compensation (continued)

Temporary Restroom and Shower Trailers Billing Rates

Subtotal Recurring	\$19,336.00
Tax Recurring	\$997.45
Total Recurring	\$20,333.45
Subtotal One-Time	\$2,269.50
Tax One-Time	\$187.29
Total One-Time	\$2,456.79

Handwashing Stations Billing Rates

Subtotal Recurring	\$729.00
Tax Recurring	\$10.65
Total Recurring	\$739.65
Subtotal One-Time	\$212.00
Tax One-Time	\$17.52
Total One-Time	\$229.52

Projected Rental Period: May 31, 2024 to June 30, 2026
Projected NTE: \$646,309.09

United Site Services	Contract #: 3500490	Funds
Vendor #: 12803	Original NTE:	\$ 255,563.51
Temporary Restroom for Phase IV-Custom Containers. Addt'l waste removal service day and installing 3 handwashing stations.	Expended in FY 23/24	\$ (136,582.97)
	Expended in FY 24/25 (As of 12.31.24)	\$ (107,390.56)
	Current NTE Balance:	\$ 11,589.98
	Total Projected to Spend in FY 24/25	\$ (146,772.05)
	Total difference = Additional needed for FY24/25	\$ 135,182.07
	Original NTE:	\$ 255,563.51
	Additional needed for FY24/25	\$ 135,182.07
	Projected Annual Budget FY 25/26	\$ 255,563.51
Overall NTE Needed:		\$ 646,309.09

Attachment B

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

General Services Agreement with United Site Services of California, Inc.

This Amendment No. 1 (**Amendment**) to the General Service Agreement is made effective May 30, 2024 ("Effective Date") by and between the City of Tracy, a municipal corporation (**City**), and United Site Services of California, Inc., a California corporation (**Contractor**). City and Consultant are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A.** The City and Contractor entered into a General Services Agreement (**Agreement**) for the Temporary Emergency Housing Facility (TEHF) to provide temporary shower and restrooms for Phase IV-Custom Containers occupants located at 370 W. Arbor Avenue, Tracy, CA 95304 which was approved by the City Council on October 17, 2023 under Resolution No. 2023-213.
- B.** The opening of the additional dormitories under Phase IV-Custom Containers has caused an increase in septic waste from the use of the temporary restrooms and showers and City's requirement that Contractor add an additional service day of waste tank removal from two (2) days per week to three (3) days per week. The additional day of service will help maintain sanitary conditions by preventing the waste tanks from overflowing due to being too full.
- C.** The opening of Phase IV-Custom Containers has increased the shelter capacity from 48 beds to 86 beds. The increase in shelter clients has created a need to add handwashing stations throughout the TEHF due lack of permanent water stations. The Contractor will install and provide three (3) handwashing stations and provide one (1) service, two (2) days per week for the handwashing stations. The handwashing stations will increase sanitation in a congregate setting, reduce spread of germs and increase the accessibility to clean water sources.
- D.** The City and Contractor now seek to amend the Agreement to increase the scope of Contractor's services to include the additional weekly service day of waste tank removal fee, three (3) handwashing stations rental fee and one (1) service two (2) days per week fees for each handwashing stations **and** increase the monthly service total by the amount of \$3,785.65.
- E.** The City and Contractor desire to amend the term of the Agreement by extending the expiration date of such term from May 31, 2024 to June 30, 2025.
- F.** This Amendment is being executed pursuant to Resolution No. 2024-067 approved by Tracy City Council on May 21, 2024.

Now therefore, the Parties mutually agree as follows:

1. Terms of Amendment.

- A. Section 1 of the Agreement is hereby amended by deleting the text of Section 1 in its entirety and substituting in place thereof the following underlined text:

1. Scope of Work. Contractor shall perform the services described in Exhibit “A-1” attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Contractor’s Authorized Representative: Ray Lomas IV, Territory Account Manager. Contractor shall not replace its Authorized Representative, nor shall Contractor replace any of the personnel listed in Exhibit “A-1” 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.

- B. Section 2.1 is hereby amended by deleting the text of Section 2 in its entirety and substituting in place thereof the following underlined text:

“2.1 Term. The term of this Agreement shall begin on October 23, 2023, and end on June 30, 2025, unless terminated in accordance with Section 6.”

- C. Section 3 is hereby amended by deleting the text of the first paragraph of Section 3 only and substituting in place thereof the following underlined text:

“3. Compensation. City shall pay Contractor a fixed amount as set forth in Exhibits “B-1” attached and incorporated by reference for services performed under this Agreement. City shall also pay a one-time “delivery and pickup” charge.”

- D. Section 3.1 is hereby amended by deleting the text Section 3 in its entirety and substituting in place thereof the following underlined text:

“3.1 Not to Exceed Amount. Contractor’s total compensation under this Agreement shall not exceed \$255,563.51. 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.

E. Exhibits.

Exhibit A-1 “Scope of Services” attached hereto shall replace Exhibit “A” of the Agreement. Contractor is responsible for completing all task identified in Exhibit “A-1”.

Exhibit B-1 “Compensation” attached hereto shall replace Exhibit “B” of the Agreement. For services performed by Contractor under this Agreement, City shall pay Contractor on a time and expense basis, at the billing rates set forth in Exhibit “B-1”.

3. 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.

4. 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.

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

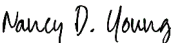
6. Signatures. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]


City of Tracy – Amendment No. 1 to the General Services Agreement with United Site Services of California, Inc.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

City of Tracy

Signed by:

3FB3DE19EF4C462...
By: Nancy D. Young
Title: Mayor
Date: 9/26/2024 | 10:38 AM PDT

United Site Services of California, Inc.


DocuSigned by:

EBF2DD0614AE483...
By: Jeff Dunlop
Title: Vice President
Date: 9/3/2024 | 3:01 PM PDT

Attest:


DocuSigned by:

C9C960E26FF741C...
Adrienne Richardson, City Clerk
9/26/2024 | 10:57 AM PDT

Federal Employer Tax ID No. 20-0968969

DocuSigned by:

6B0725495C60449...
By: Sean McDowell
Title: Director of Contracts
Date: 9/6/2024 | 6:44 AM PDT

Approved as to form:

Signed by:

954526B94705424...
By: Kamal Gill, Deputy City Attorney for Bijal M. Patel, City Attorney
9/26/2024 | 10:24 AM PDT

EXHIBITS:

A-1 Scope of Work
B-1 Compensation

EXHIBIT A-1 Scope of Work

Installation and Service of Temporary Restrooms and Showers

Trailer Bundle Configuration:

- Restroom Trailer, Gold, Small (3-4 Stalls)
- Power Requirements: 1-3 20AMP 110V on separate breaker
- 3 Service per Week, Empty Waste Tank
- Restock Service

Trailer Bundle Configuration:

- Restroom Trailer, Gold, Compact (1-2 Stalls)-ADA Compliant
- Power Requirements: 1-3 20AMP 110V on separate breaker
- 3 Service per Week, Empty Waste Tank
- Restock Service

Trailer Bundle Configuration:

- Shower Trailer, Gold, Large (7-8 Stalls)
- Power Requirements: 2-4 20AMP 110V on separate breaker
- 3 Service per Week, Empty Waste Tank
- Restock Service
- Permit Fee

Handle Cleaning Bundle Configuration

- 2 Station Hand Wash Sink (3 Handwashing Stations)
- 1 Service 2 Days per Week for each handwashing station

EXHIBIT B-1 Compensation

Temporary Restroom and Shower Trailers Billing Rates

Item	Unit	Unit Price	Qty	Charge Type	Total Charge	Tax
Trailer Bundle Configuration Estimated Delivery 03-02-24						
Restroom Trailer, Gold, Small (3-4 Stalls) Power Requirements: 1-4 20AMP 110V on separate breaker	EA	\$2375.00	1	Recurring	\$2375.00	Y
Restock Service	EA	\$100.00	1	Recurring	\$100.00	N
3 Service per Week, Empty Waste Tank	EA	\$1828.00	1	Recurring	\$1828.00	N
Trailer Bundle Configuration Estimated Delivery 03-02-24						
Restroom Trailer, Gold, Compact (1-2 Stalls) - ADA Compliant Power Requirements: 1-3 20AMP 110V on separate breaker	EA	\$2715.00	1	Recurring	\$2715.00	Y
Restock Service	EA	\$100.00	1	Recurring	\$100.00	N
3 Service per Week, Empty Waste Tank	EA	\$1828.00	1	Recurring	\$1828.00	N
Trailer Bundle Configuration Estimated Delivery 03-02-24						
Shower Trailer, Gold, Large (7-8 Stalls) Power Requirements: 2-4 20AMP 110V on separate breaker	EA	\$7000.00	1	Recurring	\$7000.00	Y
Restock Service	EA	\$100.00	1	Recurring	\$100.00	N
3 Service per Week, Empty Waste Tank	EA	\$3290.00	1	Recurring	\$3290.00	N
Permit Fee	EA	\$0.00	1	One-Time	\$0.00	N

EXHIBIT B-1 Compensation (continued)

Other One-Time Charges

Item	Charge Type	Total Charge	Tax
Delivery and Pickup	One-Time	\$2269.50	Y

Subtotal Recurring	\$19,336.00
Tax Recurring	\$997.45
Total Recurring	\$20,333.45
Subtotal One-Time	\$2,269.50
Tax One-Time	\$187.29
Total One-Time	\$2,456.79
Grand Total	\$22,790.24

EXHIBIT B-1 Compensation (continued)

Handwashing Station Billing Rates

Item	Unit	Unit Price	Qty	Charge Type	Total Charge	Tax
Hand Cleaning Bundle Configuration Estimated Delivery 04-16-24						
1 Service 2 Days per Week	EA	\$200.00	3	Recurring	\$600.00	N
2 Station Hand Wash Sink	EA	\$43.00	3	Recurring	\$129.00	Y

Other One-Time Charges

Item	Charge Type	Total Charge	Tax
Delivery and Pickup	One-Time	\$212.00	Y

Subtotal Recurring	\$729.00
Tax Recurring	\$10.65
Total Recurring	\$739.65
Subtotal One-Time	\$212.00
Tax One-Time	\$17.52
Total One-Time	\$229.52
 Grand Total	 \$969.17

EXHIBIT B-1 Compensation (continued)

Temporary Restroom and Shower Trailers Billing Rates

Subtotal Recurring	\$19,336.00
Tax Recurring	\$997.45
Total Recurring	\$20,333.45

Subtotal One-Time	\$2,269.50
Tax One-Time	\$187.29
Total One-Time	\$2,456.79

Handwashing Stations Billing Rates

Subtotal Recurring	\$729.00
Tax Recurring	\$10.65
Total Recurring	\$739.65

Subtotal One-Time	\$212.00
Tax One-Time	\$17.52
Total One-Time	\$229.52

Temporary Restroom/Shower Trailers Monthly Rental Rate:	\$20,333.45
Handwashing Stations Monthly Rental Rate:	\$739.65
Total Recurring Monthly Rental Rate:	\$21,073.10

Temporary Restroom/Shower Trailers One-Time Fee:	\$2,456.79
Handwashing Stations One-Time Fee:	\$229.52
Total One-Time Fee	\$2,686.31

Projected Rental Period: June 1, 2024 to June 30, 2025
Projected NTE: \$255,563.51

CITY OF TRACY
GENERAL SERVICES AGREEMENT WITH
United Site Services of California, Inc.

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

Recitals

- A. City desires to enter into this Agreement with Contractor for Contractor to provide temporary shower and restrooms for Phase IV-Custom Containers occupants located at 370 W. Arbor Avenue, Tracy, CA 95304 (**Project or Services**) until permanent bathrooms are installed.
- B. After negotiations between the City and Contractor, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- C. Pursuant to Resolution No. 2022-121, directed the City Manager to take immediate and emergency actions necessary to implement interim housing solutions for Tracy's unsheltered population until the completion and opening of the Temporary Emergency Housing Project on Arbor Road. Tracy Municipal Code Section 2.20.270(b), the City may enter into a contract without formal bidding if a contract is for a unique product available from only one source so that competitive bidding would be meaningless. For this exception to apply, the City Council must approve the contract by a resolution which includes findings as to why the product is unique and only one source exists.
- D. United Site Services of California, Inc. is a sole source vendor that provides and maintains self contained and fully functional bathroom facilities. These temporary facilities provide safe and sanitary facilities for showering and restroom use to the Phase IV-Custom Containers occupants.
- E. This Agreement is being executed pursuant to Resolution No. 2023-213.

Now therefore, the Parties mutually agree as follows:

1. **Scope of Work.** Upon request from and at the direction of the City, Contractor shall perform the Services and complete the Project, which include, but are not limited to, the services described in Exhibit "A" attached hereto and incorporated herein by this reference. The services shall be performed by, or under the direct supervision of, Contractor's Authorized Representative: United Site Services of California, Inc., nor shall Contractor use or replace any subcontractors or subcontractors, without City's prior written consent. The City may terminate this Agreement if Contractor makes any such change or replacement, or uses any unapproved subcontractor or subcontractor.
2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Any services for which times for performance are not specified in this Agreement shall be started and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all requests for time extensions to the City in writing no later than ten days after

the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall begin on October 23, 2023 and end on May 31, 2024, unless terminated in accordance with Section 6.

3. Compensation. City shall pay Contractor the fixed monthly amount, as set forth in Exhibit "B" attached hereto and incorporated herein by this reference, for the term of the Agreement. City shall also pay a one-time "delivery and pickup" charge.

3.1 Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed \$125,000. It is understood and agreed that Contractor may not receive compensation up to this amount, and Contractor's total compensation under this Agreement will depend on the length of the term of this Agreement. 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. Notwithstanding anything contained herein to the contrary, the payment of any funds under this Agreement shall be subject to the City of Tracy's appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

3.2 Invoices. Contractor shall submit monthly invoices to the City that describe the services performed and dated time period reflecting services rendered. Reports reflecting greater detail of services are available upon request to the Contractor.

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.

3.3.1. 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. 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 subcontractors 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 subcontractors.

3.3.2. 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 any claims arising out of Contractor's negligence or failure to comply with obligations under this Agreement, except to the extent caused by the active negligence or willful misconduct of the City.

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 all claims relating to or in connection with such a finding and/or determination.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "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".

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

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

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

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

5.4.2 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.

5.5 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.

5.6 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.

5.7 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.

5.8 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.

5.9 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 by giving ten (10) days' written notice to Contractor. Within five (5) days of such a termination, Contractor shall give the City all original documents relating to the Services 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 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 to serve as the mediator, shall be commenced within thirty (30) days of selection of a mediator, and shall be concluded within fifteen (15) days from the commencement of the mediation.

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

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

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

8.1 Rates. These prevailing wage rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to perform the services described herein. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half. Contractor assumes all responsibility for such payments and shall defend, indemnify and hold the City harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker, or any other third party.

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

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

9. Ownership of Work. All original documents prepared by Contractor for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of

Contractor's services, or upon demand from the City. No such documents shall be revealed or made available by Contractor to any third party without the City's prior written consent.

10. Independent Contractor Status. Contractor is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Contractor is not City's employee and Contractor shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Contractor is free to work for other entities while under contract with the City. Contractor, and its agents or employees, are not entitled to City benefits. Contractor shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Contractor's employees, agents, and subcontractors, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations. The City reserves the right to contract with other firms and/or Contractors during the term of this Agreement to provide the City the same or similar services that Contractor is providing to the City under this Agreement. Nothing contained in this Agreement guarantees Contractor a certain amount of work, and the City may, in its sole and absolute discretion, allocate and/or delegate work to Contractor so as to satisfy the City's needs.

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. s(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 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; 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.

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:

Brian MacDonald
Interim Assistant City Manager
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

To Contractor:

United Site Services of California, Inc.
118 Flanders Road, Ste. 1000
Westborough, MA 01581

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

14.4 Assignment and Delegation. Contractor may not assign, transfer or delegate this Agreement or any portion of it without the City's prior 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.

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

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

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

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

14.7 Business Entity Status. Contractor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Contractor. By entering into this Agreement, Contractor represents that it is not a suspended corporation. If Contractor is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

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

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

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

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

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

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

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

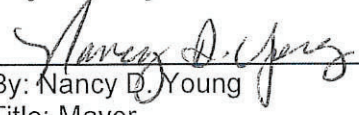
14.15 Expenses for Enforcement. Contractor and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

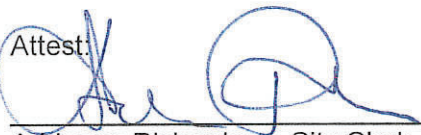
15. Signatures. The individuals executing this Agreement on behalf of Contractor represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Contractor.

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy


By: Nancy D. Young
Title: Mayor
Date: 12-11-2023


Attest: 
Adrianne Richardson, City Clerk

Approved as to form:

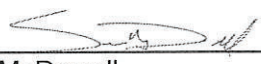
DocuSigned by:

Bijal M. Patel, City Attorney

United Site Services of California, Inc.


By: Jeff Dunlop
Title: Vice President
Date: 20 Sep 23

Federal Employer Tax ID No. 20-0968969


By: Sean McDowell
Title: Director of Contracts
Date: 20 Sep 23

Exhibits:

- A. Scope of Work
- B. Compensation

EXHIBIT A - Scope of Work

Installation and Service of Temporary Restrooms

Trailer Bundle Configuration:

- Restroom Trailer, Gold, Small (3-4 Stalls) Power Requirements: 1-3 20AMP 110V on separate breaker
- 2 Service per Week, Empty Waste Tank
- Restock Service

Trailer Bundle Configuration:

- Restroom Trailer, Gold, Small (1-2 Stalls)-ADA Compliant, Power Requirements: 1-3 20AMP 110V on separate breaker
- 2 Service per Week, Empty Waste Tank
- Restock Service

Trailer Bundle Configuration:

- Shower Trailer, Gold; Large (7-8 Stalls), Power Requirements: 2-4 20AMP 110V on separate breaker
- 2 Service per Week, Empty Waste Tank
- Restock Service
- Permit Fee

EXHIBIT B – Compensation

Item	Unit	Unit Price	Qty	Charge Type	Total Charge	Tax
Trailer Bundle Configuration Delivery 09-18-23						
Restroom Trailer, Gold, Small (3-4 Stalls) Power Requirements: 1-4 20AMP 110V on separate breaker	EA	\$2375.00	1	Recurring	\$2375.00	Y
2 Service per Week, Empty Waste Tank	EA	\$1100.00	1	Recurring	\$1100.00	N
Restock Service	EA	\$100.00	1	Recurring	\$100.00	N
Trailer Bundle Configuration Delivery 09-18-23						
Restroom Trailer, Gold, Compact (1-2 Stalls) - ADA Compliant Power Requirements: 1-3 20AMP 110V on separate breaker	EA	\$2715.00	1	Recurring	\$2715.00	Y
2 Service per Week, Empty Waste Tank	EA	\$1000.00	1	Recurring	\$1000.00	N
Restock Service	EA	\$100.00	1	Recurring	\$100.00	N
Trailer Bundle Configuration Delivery 09-18-23						
Shower Trailer, Gold, Large (7-8 Stalls) Power Requirements: 2-4 20AMP 110V on separate breaker	EA	\$7000.00	1	Recurring	\$7000.00	Y
2 Service per Week, Empty Waste Tank	EA	\$1800.00	1	Recurring	\$1800.00	N
Restock Service	EA	\$100.00	1	Recurring	\$100.00	N
Permit Fee	EA	\$0.00	1	One-Time	\$0.00	N

Other One-Time Charges

Item	Charge Type	Total Charge	Tax
Delivery and Pickup	One-Time	\$1485.00	Y

Subtotal Recurring	\$16,290.00
Tax Recurring	\$997.45
Total Recurring	\$17,287.45
Subtotal One-Time	\$1,485.00
Tax One-Time	\$122.58
Total One-Time	\$1,607.58
Grand Total	\$18,895.03

APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2023-213

RESOLUTION (1) MAKING A DETERMINATION THAT UNITED SITE SERVICES OF CALIFORNIA, INC. PROVIDES UNIQUE PRODUCTS AND SERVICES THAT ARE NOT AVAILABLE FROM OTHER SOURCES, THEREFORE COMPLIANCE WITH THE STANDARD PROCUREMENT PROCESS IS NOT IN THE BEST INTEREST OF THE CITY PURSUANT TO TRACY MUNICIPAL CODE SECTION 2.20.180(B)(2) AND (2) APPROVING THE GENERAL SERVICES AGREEMENT WITH UNITED SITE SERVICES OF CALIFORNIA, INC., WITH A NOT-TO-EXCEED AMOUNT OF \$125,000, TO PROVIDE TEMPORARY SHOWERS AND RESTROOM TO PHASE IV- CUSTOM CONTAINER OCCUPANTS UNTIL PERMANENT BATHROOMS ARE INSTALLED UNDER PHASE II-SITE IMPROVEMENTS AT THE TEMPORARY EMERGENCY HOUSING FACILITY, CIP 71112, AT 370 WEST ARBOR AVENUE

WHEREAS, the City of Tracy, like many cities across California, is experiencing a shelter crisis; and

WHEREAS, on March 10, 2020, the City Council declared a shelter crisis through the adoption of Resolution 2020-052; and

WHEREAS, under the shelter crisis, the City is authorized to provide emergency housing, shelters, bridge housing communities, and other services to the unsheltered; and

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

WHEREAS, the City desires to provide interim housing solutions until the completion and opening of the Facility; and

WHEREAS, Government Code section 8698.4 exempts the application of the California Environmental Quality Act (CEQA) to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis; and

WHEREAS, a Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier Navigation Centers and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for (Emergency Projects); and

WHEREAS, on August 16, 2022, the City Council approved Resolution 2022-121 and directed the City Manager to take immediate and emergency actions necessary to implement interim housing solutions for the City's unsheltered until the completion and opening of the Facility,

including negotiating with potential service providers and identifying potential sites for such interim housing solutions; and

WHEREAS, Tracy Municipal Code Section 2.20.180(b)(2), the City may enter into a contract without formal bidding if a contract is for a unique product available from only one source so that competitive bidding would be meaningless. For this exception to apply, the City Council must approve the contract by a resolution which includes findings as to why the product is unique and only one source exists; and

WHEREAS, on July 5, 2023, City Council authorized the purchase of eight (8) custom container dormitories, which will provide an additional 38 beds from Linked Equipment under Resolution 2023-140 for installation as part of Phase IV interim facilities; and

WHEREAS, Phase IV-Custom Containers do not include permanent bathrooms, which are part of the construction under Phase II-Site Improvements; and

WHEREAS, United Site Services of California, Inc. (Consultant) has agreed to provide and maintain the temporary showers and restrooms to the Phase IV-Custom Containers until permanent facilities are available providing safe and sanitary bathroom facilities to those occupants; and

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

RESOLVED: That the City Council finds and determines the foregoing recitals to be true and correct and hereby makes them a part of this Resolution; and be it

FURTHER RESOLVED: That United Site Services of California, Inc. is a sole source vendor, as set forth in Tracy Municipal Code Section 2.20.180(b)(2); and be it


FURTHER RESOLVED: That the City Council hereby approves general services agreement with Consultant (which includes a not-to-exceed amount of \$125,000). After review and approval by the City Attorney's office, City Council authorizes the execution of the General Services Agreement; and be it

FURTHER RESOLVED: The City Council finds that no further analysis under the California Environmental Quality Act (CEQA) for the actions authorized herein because: 1) Government Code section 8698.4 exempts the application of the various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis; 2) the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be implemented, referred to as the Temporary Emergency Housing Project on Arbor Avenue (CIP 71112); 3) A Notice of Exemption was issued on October 16, 2020 for the Temporary Emergency Housing site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662 for Low Barrier Navigation Centers and Section 15269(c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for (Emergency Projects); and 4) No environmental impacts beyond those already analyzed for the CIP exist; and be it

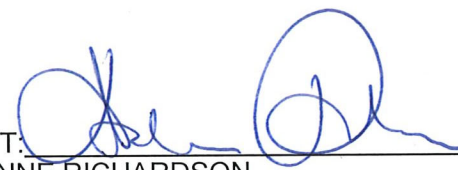
FURTHER RESOLVED: That this resolution takes effect immediately upon its adoption.

The foregoing Resolution 2023-213 was adopted by the Tracy City Council on October 17, 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. _____

APPROVING AMENDMENT NO. 2 TO THE GENERAL SERVICES AGREEMENT WITH UNITED SITE SERVICES OF CALIFORNIA, INC. AT THE TEMPORARY EMERGENCY HOUSING FACILITY, CAPITAL IMPROVEMENT PROJECT 71112, AT 370 WEST ARBOR AVENUE, (1) EXTEND THE TERM FROM JUNE 30, 2025 TO JUNE 30, 2026 AND (2) TO INCREASE THE TOTAL NOT-TO-EXCEED AMOUNT TO \$646,310 WHICH WOULD PROVIDE THE ADDITIONAL FUNDS NEEDED FOR FISCAL YEAR 2024-2025 IN THE AMOUNT OF \$135,183 AND FOR FISCAL YEAR 2025-2026 IN THE AMOUNT OF \$255,564 FOR ADDITIONAL SANITATION SERVICES.

WHEREAS, the City of Tracy, like many cities across California, is experiencing a shelter crisis for unhoused people; and

WHEREAS, on March 10, 2020, the City Council declared a shelter crisis through the adoption of Resolution 2020-052; and

WHEREAS, under the shelter crisis, the City is authorized to provide emergency housing, shelters, bridge housing communities, and other services to the unsheltered; and

WHEREAS, on September 1, 2020, the City Council authorized the creation of a Capital Improvement Project for the Temporary Emergency Housing Project on Arbor Avenue, CIP 71112 (Project) to create a safe and dignified facility for residents experiencing homelessness located at 370 West Arbor Avenue, Tracy, CA 95304 (Project Site); and

WHEREAS, on July 5, 2023, City Council authorized the purchase of eight (8) custom container dormitories, which will provide an additional 38 beds from Linked Equipment under Resolution 2023-140 for installation as part of Phase IV interim facilities; and

WHEREAS, Phase IV-Custom Containers do not include permanent bathrooms, which are part of the construction under Phase II-Site Improvements; and

WHEREAS, on October 17, 2023, City Council authorized United Site Services of California, Inc. to provide and maintain the temporary showers and restrooms to the Phase IV-Custom Containers until permanent facilities are available providing safe and sanitary bathroom facilities to serve the occupants of Phase IV under resolution 2023-213; and

WHEREAS, after entering into the Agreement with Contractor, the opening of the additional dorms under Phase IV-Custom Containers increased the shelter capacity from 48 beds to 86 beds; The increase in clients caused an increase in septic waste from the use of the

temporary restrooms and created a need to add handwashing stations throughout the TEHF due to lack of permanent water stations; and

WHEREAS, on May 21, 2024, the City Council authorized an Amendment to the Agreement to increase the scope of Contractor's services to include the additional weekly service day of waste tank removal fee, three (3) handwashing stations rental fee and one (1) service two (2) days per week fees for each handwashing stations and increase the monthly service total by the amount of \$3,3786 and extend the term from May 31, 2024 to June 30, 2025 which was approved by under Resolution No. 2024-067.

WHEREAS, the Amendment No. 2 to the General Services Agreement (Agreement) with United Site Services of California, Inc. (Contractor) attached hereto as Attachment 1 is required to extend the term of the Agreement by extending the expiration date of such term from June 30, 2025 to June 30, 2026 to continue providing temporary shower and restrooms facilities to the Phase IV-Custom Containers occupants at the TEHF until the permanent bathrooms are installed in Phase II-Site Improvements; and

WHEREAS, the Amendment No. 2 will: increase the total not-to-exceed amount to \$646,310 which would provide the additional funds needed for Fiscal Year 2024-2025 in the amount of \$135,183 and for Fiscal Year 2025-2026 in the amount of \$255,564; and

WHEREAS, Amendment No. 2 compensates the Contractor for the additional weekly service day of waste tank removal fee, three (3) handwashing stations rental fee and one (1) service two (2) days per week fees for each handwashing stations. The total compensation will include a one-time "delivery and pickup" charge and the fixed amount as set forth in Exhibits "B-2" of the Agreement. Contractor's total compensation under this Agreement as amended shall not exceed \$646,310 which would provide the additional funds needed for Fiscal Year 2024-2025 in the amount of \$135,183 and for Fiscal Year 2025-2026 in the amount of \$255,564 for additional sanitation services.; 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 proposed contract amendment increasing cleaning and sanitation services, without any facility expansion, 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 February 20, 2025 and recommended that the City Council adopt this 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 sections 65660-65662 for low barrier navigation Centers and Section 15269(c) of the CEQA Guidelines. The proposed contract amendment increasing cleaning and sanitation services, without any facility expansion, is consistent with the project considered in the Notice of Exemption and no further environmental review is necessary; 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 for the City of Tracy hereby approves Amendment No. 2 to the General Services Agreement with United Site Services of California, Inc. at the Temporary Emergency Housing Facility, CIP 71112, at 370 West Arbor Avenue, Tracy, CA 95304 (1) extend the term from June 30, 2025 to June 30, 2026 and (2) to increase the total not-to-exceed amount to \$646,310 which would provide the additional funds needed for Fiscal Year 2024-2025 in the amount of \$135,183 and for Fiscal Year 2025-2026 in the amount of \$255,564 for additional sanitation services., and authorizes its execution;

* * * * *

The foregoing Resolution 2025-_____ was adopted by the City Council on March 4, 2025, by the following vote:

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

Dan Arriola
Mayor of the City of Tracy, California

ATTEST: _____
Necy Lopez
Interim City Clerk and Clerk of the Council of the
City of Tracy, California

Attachments:

(1) Amendment No. 2 to GSA-United Site Services of California, Inc.