

TRACY HOMELESSNESS ADVISORY COMMITTEE REGULAR MEETING AGENDA

Date/Time:

Thursday, September 19, 2024, 7:00 P.M.

Location:

***A quorum of the Tracy Homelessness Advisory
Committee will be in attendance at:
Council Chambers, Tracy City Hall,
333 Civic Center Plaza, Tracy CA 95376***

And

***Council Member Bedolla will be attending remotely at the
following location:***

***C. Baldwin, Curio Collection by Hilton, Hotel Lobby,
400 Dallas St, Houston, TX 77002***

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: 2551 878 6731** 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 25518786731#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 August 15, 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 [The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution: \(1\) Authorizing the acceptance of a grant award from Kaiser Permanente in the amount of \\$95,000 to support strengthening the medical respite ecosystem - at the Temporary Emergency Housing Facility, Capital Improvement Project 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.B The Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution approving Amendment No. 1 to the Professional Service Agreement, the Salvation Army for operation of the Temporary Emergency Housing Facility for a term of one year with a not-to-exceed annual cost of \$2.6 Million and a minor modification to scope.

4. STAFF ITEMS
5. COMMITTEE ITEMS
6. ADJOURNMENT

Posting Date: September 16, 2024

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, August 15, 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

1.A. Adoption of June 20,2024 Special Meeting Minutes – Minutes were adopted

2. ITEMS FROM THE AUDIENCE – Member of the public wanted to bring to the committees attention the Proposition 1 funding to expand behavioral health and substance abuse care for people who are homeless, benefits of applying for this grant and how partnerships between TCCC and The Salvation Army with Behavioral Health would be beneficial. Member of the public also urges the City on building low income and affordable housing so that unhoused clients have the opportunity to transition into permanent housing options.

3. REGULAR AGENDA

3.A The Tracy Homeless Advisory Committee receive and accept the San Joaquin County Continuum of Care 2024 Homelessness Point-In-Time Count Report of both sheltered and unsheltered homeless.

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

No public comment.

Committee comments followed.

ACTION: No motion was made by Committee per City Attorney guidance Staff Report is only an informational item.

- 3.B The Tracy Homelessness Advisory Committee receive an informational report regarding expenditures paid from November 1, 2023, through April 30, 2024 by the City to The Salvation Army for its operations of the City's interim shelter facilities.

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

Committee questions and comments followed.

Member of the public asked if the budget is below or above expected costs.

Virginia Carney, Homeless Services Manager responded to question.

Committee questions followed.

Arturo M. Sanchez, Assistant City Manager, responded to questions.

Committee questions followed.

Captain Juan Oregel from The Salvation Army responded by explaining the budget and how the original budget was developed. The Salvation Army is trying to provide the best services they can at a low cost, but cannot guarantee budget will remain low due to rising costs.

ACTION: No motion was made by Committee per City Attorney guidance Staff Report is only an informational item.

- 3.C The Tracy Homeless Advisory Committee receive and discuss 1) an informational report regarding the decision rendered by the United States Supreme Court in City of Grants Pass, Oregon V. Johnson et al (200 U. S. 321) and its potential impacts on City homelessness efforts and 2) a status update on the Temporary Emergency Housing Facility and associated City-Wide efforts.

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

Ana Contreras, Community Preservation Manager, on behalf of Tracy Police Department (TPD) provided the TPD department overview and highlights portion of the presentation.

David Murphy, Assistant Director of Operations in Public Works, provided the Community Preservations Unit overview and highlights portion of the presentation.

Brian MacDonald, Parks, Recreation and Community Services Director, provided the Parks, Recreation and Community Services department overview and highlights portion of the presentation.

Virginia Carney, Homeless Services Manager, provided the Shelter Construction and Operations department overview and highlights portion of the presentation.

Committee questions and comments followed.

Member of the public thanked all the various departments for such an informative staff report and presentation. Member also indicated how proud she is of the City of Tracy for not only focusing on clearing out El Pescadero Park but opening a shelter to provide those unhoused with services. She also hopes that SCOTUS will not influence our City in closing the shelter based on this ruling and that the City will continue to show compassion to the unhoused.

Conral Levoit, asked the committee to revisit the strategic plan especially the part that says, "ending homelessness" and hopes to see the number of unhoused go down in the City of Tracy. He also hopes to see more movement from the clients who are at the shelter receiving services and not just staying at the shelter. He also indicated that services should be provided to Tracy residents first versus others coming from different counties to take advantage of the services provided in Tracy.

Angel, client of the shelter, thanked The Salvation Army and the committee for the services being provided for the unhoused in Tracy. He also indicated that there is no timeline to end homelessness as everyone's journey is different. He also thanked Public Works for the work they are doing to make the streets safer as he walks his daughter to school every day. He also asked for the committee to consider providing more bus times as the Arbor shuttle is limited on bus times and more lighting and pavement to Arbor Road as it gets very dark at night.

Corey Christian, client of the shelter, spoke about his time when he was unhoused and how TPD would come and check on him and make sure he was okay and not to ask him to move. He also indicated that his quality of life has changed since entering the shelter and that being able to help in the Kitchen and participate in the activities that The Salvation Army has at the shelter has helped him feel like he has a purpose and giving back to the community who has given him a new life.

Captain Juan Oregel spoke about the misconception the public has that everyone wants to come to the Tracy Shelter. Each client case is treated differently, and clients are provided with the services that best meet their needs. He provided an example of a referral received for the shelter and the client was transported to Stockton to participate in the drug rehabilitation program offered there. He also indicated that if a client is transported to another facility and/or city his team still checks on the client and if the client wants or needs to come back, they will pick that client up to avoid them being unhoused in a different city. He continued to say that some clients make take longer than others to get back on their feet, but The Salvation Army is there to provide them with the support.

Shelter client spoke about his journey from being unhoused to now staying at the shelter. He participated in the clean-up today with the other clients from the shelter and is considering going into a treatment program through the Salvation Army so he doesn't fall in to his old ways and that helping keep his City clean means a lot to him and will continue doing it.

Committee questions and comments followed.

Arturo M. Sanchez, Assistant City Manager responded to the committee questions.

Virginia Carney, Homeless Services Manager provided additional information to committee questions.

ACTION: No motion was made by Committee per City Attorney guidance Staff Report is only an informational item.

4. STAFF ITEMS – None
5. COMMITTEE ITEMS –
6. ADJOURNMENT – Time: 8:31 p.m.

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

The supplemental agenda was posted at City Hall on August 12, 2024. The above are action minutes.

Chairperson

ATTEST:

Administration Technician

AGENDA ITEM 3.A

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 Kaiser Permanente in the amount of \$95,000 to support strengthening the medical respite ecosystem - at the Temporary Emergency Housing Facility, Capital Improvement Project 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 the amount of \$95,000 from Kaiser Permanente. This allocation is to support strengthening the medical respite ecosystem at Temporary Emergency Housing Facility, (TEHF) Capital Improvement Project (CIP) 71112. Staff also requests the City Council to concurrently appropriate the full grant funds to the Parks, Recreation and Community Services Department, Homeless Services Division for Fiscal year 2024-2025.

BACKGROUND AND LEGISLATIVE HISTORY

Pursuant to 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. 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 reflects 200 unsheltered homeless individuals living within Tracy's city limits, with 98 of them in the TEHF. 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.

Kaiser Permanente's mission includes improving the health of the communities they serve. Throughout our 75-year history as a nonprofit healthcare organization, Kaiser has continually made investments to support healthy communities. Kaiser believes in supporting organizations like the City of Tracy's Homeless Services Division that make a difference in people's lives.

In May of 2024, The City of Tracy was notified that funding was made available through Kaiser Permanente to apply for a grant to Strengthen the Medical Respite Ecosystem in the City of Tracy at the TEHF. In July of 2024, the City of Tracy submitted a proposal and budget for planning and development of a medical respite program to be implemented at the TEHF. In August of 2024, the City of Tracy was notified that funding was awarded to the City of Tracy for planning and development of a medical respite program to be implemented at the TEHF.

ANALYSIS AND DISCUSSION

In May of 2024, a representative from Kaiser reached out to the Homeless Services Division Manager after witnessing the City of Tracy's work this past year through the Hospital Council which is a platform for many local providers in both Stanislaus and San Joaquin County to collaborate and problem solve around our most pressing issues in homeless services. The partnership with Health Plan of San Joaquin was mentioned during their initial call. Kaiser shared that they were offering funding to support local shelter projects in drafting and implementing an operations and business plan for a medical respite program imbedded in shelters for individuals who may need more support during their shelter stay. Since the shelter is already providing this level of support, the City recognized the value of receiving this funding and having the needed support from a medical provider. The funding is specific to drafting a plan for the operations of this specialty program.

This particular funding stream from Kaiser has three tracks to it: tracks one through three. The City of Tracy has been invited to apply for track one. Whether we will be invited to receive funding in the other tracks is yet to be determined. Track one funding is specific to planning and development of a business and operations plan to support the implementation of a medical respite program imbedded into the TEHF. Track one does not include funding for implementation of such a plan, additional funding for implementation would be through future tracks of the grant if the City is invited to apply and approved.

FISCAL IMPACT

Through this grant, if accepted by the City Council, the City will receive \$95,000 dollars in grant funds from Kaiser Permanente. Staff recommends that the full \$95,000 dollar grant 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 Kaiser Permanente in the amount of \$95,000 to support strengthening the medical respite ecosystem - at the Temporary Emergency Housing Facility, Capital Improvement Project 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: Bijal Patel, City Attorney
Sara Castro, Director of Finance
Arturo M. Sanchez, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A– Kaiser Grant Strengthening the Medical Respite Ecosystem in the City of Tracy

UNCONDITIONAL GRANT AGREEMENT

Kaiser Foundation Hospitals (Grantor) makes this grant to **City of Tracy** (Grantee) for the purpose and with the terms outlined below.

The following terms listed below, and all exhibits, appendices, and other attachments hereto form “the Agreement.”

Grant Title:	Strengthening the Medical Respite Ecosystem in Tracy California.
Grant Number:	168932
Grant Purpose:	The purpose of the City of Tracy’s medical respite grant is to advance the medical respite ecosystem by implementing a medical respite program within the City of Tracy’s Homeless Services Division’s shelter site consisting of 86 beds for unhoused community members. Funding will enable the City of Tracy to conduct a needs assessment and develop a business and operational plan to launch a medical respite program. Beds would be allocated to serve those members in need of additional care that would normally prevent them from being discharged into a shelter facility.
Grant Objectives:	Grantee agrees to make reasonable progress towards achieving the objective(s) as stated in the grant application. Reasonable progress will be determined in exercise of Grantor’s sole discretion
Grant Period:	Start Date: 10/1/2024 End Date: 9/30/2025 Term: 12 months
Grant Amount:	\$95,000.00
Project Contact Person:	Virginia Carney, Homeless Services Manager virginia.carney@cityoftracy.org 209-831-6119
Grantee Mailing Address:	333 Civic Center Plaza Tracy, California 95376

Fiscal Sponsor	If the organization is using a fiscal sponsor, the fiscal sponsor becomes the Grantee and is responsible for ensuring progress towards achieving the grant outcomes and monitoring/reporting on grant expenditures. If the section below is blank, the organization is not using a fiscal sponsor.
Kaiser Permanente Grant Lead:	Kathryn Boyle kathryn.f.boyle@kp.org
Special Conditions	This is an unconditional Grant subject to the terms below.
Payment Schedule	Payment dates are approximate. Initial payment is based on execution of the grant agreement; any subsequent payment dates are estimated. If multiple payments are indicated, the payments will be dispersed after receipt and review of the corresponding reports. Payment Amount: \$95,000.00 Due upon execution of the grant agreement
Reporting Schedule	Quarterly Data Survey (<i>Submitted in Qualtrics</i>) 1/7/2025 Due 4/7/2025 7/7/2025 Final Data Survey (<i>Submitted in Qualtrics</i>) 10/31/2025 Due: Final Narrative and Expenditure Report 10/31/2025 (<u>Submitted in KP grants management system, Mosaic</u>) Due:

I. GRANT TERMS

- A. Use of Grant Funds.** Grantee will use the grant funds for the intended purpose. Grant funds may not be expended, loaned, pledged, or transferred for reasons other than carrying out the Project without Grantor's prior written approval. Grantee may not expend any grant funds for any purpose that is not charitable, for any political or impermissible lobbying activity, or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code.

- B. Grant Expenditures.** Grantee agrees that the grant fund expenditures will be allocated as specifically itemized in the budget submitted in your grant application. Grantee will seek prior written approval from Grantor for any budget re-allocations exceeding 10% of the total grant amount.

Reporting Guidelines. The results of the grant are important and will help shape the future of Kaiser Permanente's grantmaking. The Grantee is responsible for submitting required reporting using Kaiser Permanente's online grants management system and if applicable Kaiser Permanente's identified collection tool for data metrics, in accordance with the reporting schedule above. An email notification will be sent to the submitter identified on the grant application 30 days prior to the report due date. To ensure the submitter's contact information is up to date, please notify the Kaiser Permanente Grant Lead with any changes. Any questions or concerns regarding specific reporting requirements should be discussed and resolved in consultation with the Kaiser Permanente Grant Lead. Please note, if the grant requires working with an external evaluator or if the grantee is requested to participate in interviews or focus groups, the grantee will be notified of their requested participation in any evaluation activities in advance of the activity. If multiple payments are indicated, the payments will be dispersed upon receipt and approval of the corresponding reports.

- C. Public Access.** If requested, Grantee will provide Grantor copies of any results, reports, publications, data, and other materials created or developed through the Project, unless such information is propriety or contains information deemed sensitive by the Grantee. If any third-party reports, articles, or other publications regarding the Project funded by this grant are available to the public, Grantee will assist Grantor in obtaining copies if needed.
- D. Non-discrimination.** Grantee agrees that, in carrying out the objectives supported by this grant, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, based on race, color, religion, gender, gender identity/expression, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation, or any other characteristic protected by law.
- E. Nonprofit Status.** Grantee affirms that it is currently in good standing, and shall remain during the period funded, a nonprofit public benefit corporation exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code or a local, state, or federal government agency eligible to receive charitable contributions as described in the grant proposal submitted. Grantee will notify Grantor immediately of any changes in its tax status during the grant term.
- F. Change in Grantee Operations.** Grantee will advise Grantor within thirty (30) business days of the occurrence, or actual knowledge of the imminent occurrence, of any of the following changes in Grantee's status. In the event of any of these occurrences the agreement will be terminated:

1. Grantee no longer retains the services of personnel adequate to enable Grantee to continue to perform its obligations under this Agreement.
2. Grantee's inability to expend grant funds in accordance with the terms of the grant Agreement, or;
3. Any development that significantly and adversely affects the operation of the Project or Grantee, including, without limitation, changes to Project scope of grant or timeline.
4. Any changes to Grantee's financial status that adversely affects the operation of the Project or Grantee.

G. Conflict of Interest. Grantee shall, in connection with the grant application submission, have disclosed to Grantor a comprehensive list of Grantee's Directors, Officers, and individuals on its governing body and an assessment of their affiliations, if any, to Kaiser Permanente or any of the Permanente Medical Groups and their subsidiaries, for the purpose of identifying and eliminating any possible conflicts of interest. Grantee will disclose any changes to the list of Directors, Officers, or individuals on its governing body and their affiliations that may generate a potential conflict of interest during the term of this Agreement to ensure compliance with policy.

H. Future Funding. Grantee acknowledges that Grantor and its representatives have made no actual or implied promise of future funding except for the amounts specified by this Agreement.

II. PUBLICITY/PROMOTION

A. Grantee Communications with Media/Use of Logo. Grantor requires review and comment on all press releases that are directly related to the grant, as applicable. Grantor requests prior approval before the use of its logo in any communications. If Grantee plans to issue a press release related to this Grant, Grantee will contact Grantor at least 15 days before the desired announcement date. Grantor must be addressed as "Kaiser Permanente" in all communications. Grantor acknowledges that Grantee, if a 501(c)(3) organization is subject to certain limitations regarding public acknowledgment and agrees that any such decisions regarding visibility and donor recognition will be subject to any such limitations.

B. Communications with Media and Published Materials. Grantor may periodically publicize Project progress and/or results through public communications (including press releases), reports, websites, and other materials. Grantee agrees that Grantor may use the logo of the organization in such publications.

III. GRANT TERMINATION: RIGHT TO MODIFY

A. Grantor may terminate this grant for convenience upon 30 days' written notice. Grantor or Grantee may terminate this grant immediately for the reasons specified in this Agreement or in willful misconduct or negligence.

IV. INDEMNIFICATION

- A.** To the extent consistent with applicable law, each Party agrees to defend, indemnify, and hold the other Party and its officers, employees, directors, owners, and authorized agents harmless from and against all third-party claims, suits, damages and liabilities, costs and expenses incurred therewith, including reasonable attorneys' fees, to the extent caused by the negligent or willful act or omission of the indemnifying Party, its officers, employees, directors, owners, or authorized agents.

V. COMPLIANCE

- A.** Grantee agrees to comply with all applicable laws in the use of the grant funds and Grantee's development and operation of the Project. Grantee shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and its employees and all other persons engaged in work in conjunction with this grant, and (ii) perform its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, Kaiser Permanente and its affiliates are subject to various federal laws, executive orders, and regulations regarding equal opportunity and affirmative action. This Section constitutes notice that Grantee may be required to comply with the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity (April 2002) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36, and (d) Utilization of Small Business Concerns (May 2004) at FAR 52.219-8. To the extent any of the foregoing federal statutes become applicable to Grantee, Kaiser Permanente will advise Grantee. In addition, Executive Order 13495 concerning the obligations of federal contractors and subcontractors to provide notice to employees about their rights under Federal labor laws, or its successor, shall be incorporated herein by reference.

VI. MISCELLANEOUS

- A.** In the event that any suit or action is instituted concerning the Agreement, the substantially prevailing Party shall recover all costs, including, without limitation, the court costs and reasonable attorney's fees incurred in each such action, suit, or proceeding, including all appeals or petitions therefrom. Grantee may not assign any right, duty, or obligation under this Agreement without prior written approval from Kaiser Permanente. Any change of ownership or control of Grantee shall be deemed an assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective, permitted successors and assigns. This Agreement, including any exhibits and attachments (all of which are incorporated into this Agreement by this reference), is the entire Agreement of the Parties with respect to the subject matter herein, and supersedes all other agreements, promises, negotiations, or representations, whether oral or written. This Agreement, including exhibits and attachments, may not be amended except in a writing signed by each Party.

Regarding administration of this grant, the parties understand and agree that each is always acting and performing as an independent contractor. Except as expressly set forth in this Agreement, neither Party, nor any of its employees, shall be construed to be the agent, employee, or representative of the other for any purpose, or liable for any acts or omissions of the other.

SIGNATURE PAGE, Grant #168932

- 1. Grantee Signature.** By signing this Agreement, the Grantee signatory acknowledges that they have read and understood the Agreement, they have the authority to sign this Agreement and bind the Grantee thereto, and that the Grantee hereby accepts and agrees to perform all the terms of this Agreement.

Grantee Organization Signatory

Name: Nancy D. Young

Title: Mayor

Organization: City of Tracy

Signature:

Date Signed:

- 2. Kaiser Permanente Signature.** By signing this Agreement, KP signatory acknowledges that they have read and understood the Agreement, they have the authority to sign this Agreement and bind KP thereto, and that KP hereby accepts and agrees to perform all the terms of this Agreement.

Kaiser Foundation Hospital/Health Plan Signatory

Name: Madelyn Adams

Title: Sr. Director, Community Health, Northern California Region

Organization: Kaiser Foundation Hospitals

Signature:



Date Signed: 8/21/2024

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

(1) AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM KAISER PERMANENTE IN THE AMOUNT OF \$95,000 TO SUPPORT STRENGTHENING THE MEDICAL RESPITE ECOSYSTEM AT THE TEMPORARY EMERGENCY HOUSING FACILITY, CAPITAL IMPROVEMENT PROJECT 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 through Kaiser Permanente to apply for a grant to Strengthen the Medical Respite Ecosystem in the City of Tracy at the TEHF; and

WHEREAS, in July of 2024, the City of Tracy submitted a proposal and budget to Kaiser Permanente, for planning and development of a medical respite program at the TEHF; and

WHEREAS, in August 2024, the City of Tracy was notified that funding was awarded to the City of Tracy for planning and development of a medical respite program at the TEHF; and

WHEREAS, the TEHF 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 assist in the development and planning of a medical respite program to support operation expenses for those seeking shelter within the City limits and who may need additional services while utilizing a shelter bed; and

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

WHEREAS, City match is not required; and

WHEREAS, The Tracy Homelessness Advisory Committee heard this item on September 19, 2024 and recommended that the City Council adopt the proposed Resolution; now, therefore, be it

RESOLVED: That 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 be it further

FURTHER RESOLVED: That the City Council hereby accepts the grant award from Kaiser Permanente in the amount of \$95,000 dollars, as reflected in the grant agreement shown in Attachment 1, to support operation costs for planning and development of a medical respite program at the Temporary Emergency Housing Facility, (CIP 71112) and authorizes the execution of such grant agreement; and be it further

FURTHER RESOLVED: That the City Council hereby appropriates the full \$95,000 dollars of the grant funds to Parks, Recreation and Community Services Department, Homeless Services Division for Fiscal Year 2024-2025

* * * * *

The foregoing Resolution 2024-_____ was adopted by the City Council on October 1, 2024, by the following vote:

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

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

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

Attachments:

(1) Kaiser Grant Strengthening the Medical Respite Ecosystem in the City of Tracy

AGENDA ITEM 3.B

RECOMMENDATION

Staff recommends that the Tracy Homelessness Advisory Committee recommend that the City Council adopt a resolution approving Amendment No. 1 to the Professional Service Agreement, the Salvation Army for operation of the Temporary Emergency Housing Facility for a term of one year with a not-to-exceed annual cost of \$2.6 Million and a minor modification to scope.

EXECUTIVE SUMMARY

This agenda item seeks an adoption of a resolution that the Tracy Homelessness Advisory Committee recommends that the City Council approve Amendment No.1 to the Professional Service Agreement (PSA) with the Salvation Army, Stockton (Consultant) for the operation of the Temporary Emergency Housing Facility (TEHF). The Consultant currently serves as the operator of the TEHF since November 1, 2023. Since then, the Consultant has provided nonfaith-based shelter services, including case management, day programming, meals, transportation, and laundry services, to individuals experiencing or at risk of homelessness in a year-round non-congregate low barrier setting. The performance and service delivery of the consultant has met, and in certain circumstances exceeded, the needs of the City. The existing PSA expires on October 31, 2024, and has an option for an additional on year extension; however, the Scope of Work (SOW) to the PSA requires a minor modification, which change is outside of the City Manager's authority, resulting in the need for City Council to approve the extension.

As Consultant has satisfactorily met the SOWs (other than one), staff is recommending the City Council exercise the option to extend the agreement for an additional one year, for the existing not to exceed annual amount of \$2.6 million.

BACKGROUND

Consultant was awarded a PSA to operate the City of Tracy's Temporary Emergency Housing Facility located at 370 Arbor Avenue Tracy, CA 95304 on October 3rd, 2023, for a term of one year. The PSA provides the City with the option to extend for an additional year, upon evidence of satisfactory performance.

The PSA included 19 SOW requirements that the Consultant was expected to implement. The SOW ranged from hours and methods of operation to community engagement, compliant resolution and service implementation and delivery. As part of the PSA, the SOW included that the Consultant, within 6 months of the commencement of operations, become a Cal Aim provider.

The Cal Aim Initiative is a Medi-Cal program intended to provide new services as part of the transformation of Medi-Cal to help members address unmet basic needs that can impact their health. Access to Managed Care Plan via the Cal Aim Initiative is currently provided to individual members through the Medi-Cal Managed Care plan portals. The Cal Aim application process is being offered as funding to community-based organizations that are serving large subpopulations of Medi-Cal beneficiaries. However, due to the reasons explained below, this part of the scope

has not been implemented by Consultant.

In February of 2024, three months into Consultant's contract it was determined through meetings with Health Plan of San Joaquin and Health Net, our Medi-Cal Managed Care plans, that the Consultant could not apply to be a Cal-Aim provider. This determination, by the Health Plan of San Joaquin and Health Net, was due to the potential for the shelter operator to change. Their determination concluded that it was more appropriate for the City to apply to be the provider for the Cal Aim application. Consultant remains committed to playing a role in the provision of Cal Aim services and is amenable to proceeding with the City as the Applicant and Consultant as the implementor. The Change in Applicant requires an amendment to the Shelter contract to revise term #17, to reflect that the City will be the Cal Aim applicant, but Consultant will implement on our behalf, with no date specific for commencement because it is unknown how long the process will take.

In February, the City began working with the state to become a Cal Aim provider, the first step of which was for the City to be granted a National Provider Identifier (NPI) number. In April of 2024, the City of Tracy was granted an NPI number. The next phase of the process included providing and completing several documents to the Health Plan of San Joaquin, which was completed by the City in July of 2024. The City is currently in the Cal-Aim vetting process with an anticipated early September desk audit scheduled with Health Plan of San Joaquin who will assist the City in drafting additional forms specific to the services the shelter can provide. Consultant continues to support the City in their efforts to become a Cal-Aim eligible facility and is eager to help the City implement the program.

In addition, the City of Tracy was recently provided with an opportunity to partner with San Joaquin County Behavioral Health and Central Valley Low Income Housing Corporation (HMIS lead agency) for reimbursement of Behavioral Health beds at the shelter site. This reimbursement program would allow for the overall City expenditures to be reduced by the equivalent value of all reimbursements made because of Behavioral Health Beds. Since, we are currently serving individuals that are already receiving services through Behavioral Health, staff is recommending that we avail ourselves of this great opportunity for reimbursement of bed utilization. The reimbursement program will also help expand partnerships and implement best practices from across the County's Continuum of services. The program would be added to the SOW, along with the minor change to the Cal-Aim language, as Consultant will need to provide the information required of the City in order to apply for reimbursement.

ANALYSIS

To date, Consultant has met and, in some instances, exceeded the SOW requirements of the City. They have implemented on site 24 hour a day 7 day a week management, facility operations and maintenance; maintained an inclusive and safe space that welcomes pets all while implementing and requiring adherence to shelter rules; conducted community outreach and engagement to the greater community inclusive of public and private service partners; made reasonable accommodations as warranted on a case by case basis; provided 3 meals a day; provided safe and drug free environment to the guests, facilitated the onsite delivery of care and support services as warranted and need by the guests; and has provided on site case management for all shelter guests. The consultant has also taken steps to implement a volunteer clean up team which they deploy to City identified illegal dumping areas as a way for shelter residents to give back to the City.

While many of the SOW elements are ongoing and evolving in nature, driven primarily by the shelter guest's demographics and needs, Consultant has to date satisfactorily performed on the contract. The need to revise the SOW is primarily driven by the Cal Aim initiative of the Department of Health Care Services, also known as California Advancing and Innovating Medi-Cal. Had it not been for the County requiring that the City be the applicant for this program, the City Manager would simply have exercised her authority to extend the Agreement based on the satisfactory performance of Consultant. The change in the SOW to clarify that the Consultant will still be the implementor (rather than the applicant) of the Cal-Aim initiative, and that the City will be the applicant requires that the Council approve the amendment.

Cal-Aim is a more coordinated, person centered and equitable health system. Any Medi-Cal member can access these resources through their chosen managed care plan that is based on the managed care plans available in their county. For San Joaquin County this would be Health Plan of San Joaquin, Health Net and Mountain Valley Health Plan. To become a Cal Aim provider, an entity must first establish a National Provider Identifier (NPI) number which is required for any provider who is providing or implementing any type of health service. In addition to establishing an NPI number, an entity will need to go through a lengthy application process which goes into detail regarding the types of services the specific entity is able to provide. The Managed Care Plan will assist the provider in the process to ensure they have all the necessary forms and certifications for their specific program.

While the Cal Aim program has not been implemented at the site. Its lack of implementation has not impacted or prevented guests at the shelter from accessing or receiving their Medi-Cal eligible services. The shelter continues to provide the services to the individuals as needed, and it has included referring some individuals out to other programs to access the necessary services. The services for the individuals are still available because they are current Medi-Cal members.

The City's pursuit of the Cal Aim initiative provides an ongoing benefit to the City because the City can bill for eligible services received at the shelter which can subsidize the cost of operating the shelter. Some of the services are specific to specialty beds. An example of specialty beds is the City being reimbursed for bringing an individual from the hospital to recover, once stable. This service is known as short term post hospitalization care and is a Cal Aim Initiative reimbursable service. We are currently already providing the service and not billing for it.

The opportunity to partner with San Joaquin County Behavioral Health Services (BHS) and Central Valley Low Income Housing Corporation (CVLIHC) would be an addition to the contract scope of work which would give the City the opportunity to subsidize shelter operations costs through reimbursable services. A portion of our shelter residents are currently receiving behavioral health services and this partnership would provide the opportunity for them to receive shelter beds coupled with their services that are paid for through BHS with CVLIHC monitoring the unit agreement for reimbursable funding and BHS assisting with services. Based on our current shelter bed rate, which is a formula based on costs of the shelter contract, a shelter bed night rate is currently \$61 a bed night/\$427 dollars a week per bed.

This opportunity is being made available through BHS working through expansions with the Behavioral Health Services structures within counties and linked to the implementation of county wide Proposition 1. Proposition 1 is a two-part Initiative aiming to improve access to behavioral health services. This includes funding for treatment facilities, housing support and changes to the Mental Health Services Act. The City of Tracy is being given the opportunity to partner as the implementation process of Proposition 1 begins.

STRATEGIC PLAN

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

FISCAL IMPACT

Funding for the contract to operate the City's Temporary Emergency Housing Facility is included in the General Fund's adopted operating budget for Fiscal Year 2024-25. Subsequent years will be allocated as part of the annual budget process. The benefit to becoming a Cal Aim provider and agreeing to provide Behavioral Health Beds by partnering with Behavioral Health and Central Valley Low Income Housing Corporation is the opportunity to subsidize shelter operations for bed utilization while also partnering with County Housing and Mental Health providers.

The extension of the agreement with Consultant is at an equivalent cost to the prior year's agreement; however, through becoming a Cal Aim provider some of the contracted costs may become reimbursable. The actual reimbursable cost is subject to whether the shelter operator can access the Cal Aim funds via referral of the individual clients into Cal Aim services/and that clients meet the criteria for placement into these specialty beds. Actual recovery amounts from the sources identified above may vary at any given time within the term of the contract. Reimbursements from Cal Aim Medi-Cal or Behavioral Health Services will be contingent on the needs of the individual client referred. If funds are reimbursed, they will be documented and credited towards ongoing shelter operations.

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.

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. 1 to the Professional Service Agreement, the Salvation Army for operation of the Temporary Emergency Housing Facility for a term of one year with a not-to-exceed annual cost of \$2.6 Million and a minor modification to scope.

Prepared by: Virginia Carney, Homeless Services Manager

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

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

Attachment A. Amendment No. 1 to Professional Services Agreement-The Salvation Army, Del Oro Division.

**Amendment No. 1
To Professional Services Agreement**

This Amendment No. 1 (**Amendment**) to the Professional Services Agreement (**Agreement**) entered between the City of Tracy, a municipal corporation (**City**), and The Salvation Army, A California Corporation a (**Consultant**) is entered into as of the date of last signature below. City and Consultant are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A. The Agreement was executed pursuant to the authority granted in Resolution No. 2023-207, approved by the Tracy City Council on October 3, 2023.
- B. The Agreement had an initial term of one year (s) and included an option to extend for an additional one year following the written determination by the City that the Consultant has met all the requirements of the Agreement.
- C. The term of the original Agreement expires on October 31, 2024.
- D. The City and Consultant desire to amend the term of the Agreement by extending the expiration date of such term from October 31, 2024 to October 31, 2025.
- E. This Amendment is being executed pursuant to Resolution No. 2024-_____ approved by Tracy City Council on _____.

Now therefore, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Option to Extend. Pursuant to Section 2.1 of the Agreement, the City hereby extends the Term by one additional year and, accordingly, Section 2.1 of the Agreement is hereby modified to reflect that the Term expires on October 31, 2025.

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

3. Entire Agreement. This Amendment represents the entire agreement and understanding of the Parties and shall supersede any prior agreement—written or oral—between the Parties. This Amendment will not be valid and enforceable until executed by all the Parties hereto. This Amendment may not be modified or altered except through a subsequent writing signed by both Parties.

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

5. Signatures. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter 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. This Amendment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all Parties, even though all Parties are not signatory to the same counterpart.

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

City of Tracy

Consultant

By: _____
Nancy D. Young

By: _____
Douglas Riley

Title: Mayor

Title: Territorial Commander

Date: _____

Date: _____

Attest:

By: _____
Terry Hughes

By: _____
Adrianne Richardson, City Clerk

Title: Territorial Secretary for Business
Date: _____

Approved as to form:

By: _____
John Brackenbury

By: _____
Bijal M. Patel, City Attorney

Title: Divisional Commander-Del Oro Division
Date: _____

Feder Employer Tax ID No. 94-1156347

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT with THE SALVATION ARMY FOR OPERATION OF THE TEMPORARY EMERGENCY HOUSING FACILITY, FOR A TERM OF ONE YEAR WITH A NOT-TO-EXCEED ANNUAL COST OF \$2.6 MILLION AND A MINOR MODIFICATION TO SCOPE

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, on July 7, 2023, the City issues a Request for Proposals (RFP) seeking a provider to operate and maintain the TEHF; and

WHEREAS, in response to the RFP, the City received two responses and a five-member panel of internal and external subject matter experts (Review Panel) determined that The Salvation Army (Consultant) best met the City's needs and demonstrated the professional qualifications for the satisfactory operation and management of the TEHF; and

WHEREAS, on October 3, 2023, pursuant to Resolution No. 2023-207, the City Council awarded the Professional Service Agreement (PSA) to the Consultant with an option for an additional one-year extension; and

WHEREAS, the PSA included 19 Scope of Work (SOW) requirements that the Consultant was expected to implement, ranging from hours and methods of operation to community engagement, compliant resolution and service implementation and delivery; and

WHEREAS, as part of the PSA, the SOWs included that Consultant, within 6 months of the commencement of operations, would become a provider for Cal Aim, a Medi-Cal program; and

WHEREAS, Consultant is unable to meet the Cal-Aim SOW because the relevant agency is requiring the City of Tracy to become the applicant instead of Consultant, and the City is in the process of completing that application process; and

WHEREAS, Consultant has been performing satisfactorily for all SOW requirements, except for the one related to becoming a Cal Aim provider, and staff is recommending that the City modify this requirement so that Consultant will implement the program once the City is approved as the provider; and

WHEREAS, as to exercise the option and extend the PSA for an additional one-year term; with some administrative changes to the scope of work; and

WHEREAS, as the foregoing requires a minor modification to the PSA, which change is outside of the City Manager's authority, staff is returning to the City Council to approve the proposed Amendment attached as Exhibit 1; and-

WHEREAS, the change in the SOW is in the best interests of the City, as it will result in a new partnership with San Joaquin County Behavioral Health Services and Central Valley Low Income Housing Corporation; and

WHEREAS, additional funding can be made available to the City of Tracy by moving forward with this change to the SOW and extending the contract for an additional 1 year;

WHEREAS, the Tracy Homelessness Advisory Committee heard this item on September 19, 2024, and recommended that the City Council adopt this proposed Resolution; and now, therefore, be it resolved as follows:

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

FURTHER RESOLVED: That the City Council hereby finds that the Salvation Army satisfactorily performed all requirements of the Professional Services Agreement; and be it

FURTHER RESOLVED: That the City Council hereby. approves and authorizes the execution of Amendment No. 1, attached as Exhibit 1 for an additional one year and with the change to the SOW as described herein at an annual not to exceed cost of \$2.6 million and be it

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

FURTHER RESOLVED: That 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 be it further

FURTHER RESOLVED: After review and approval by the City Attorney, the Mayor may execute the Amendment No. 1 to Professional Services Agreement-The Salvation Army, Del Oro Division; and be it further

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

* * * * *

The foregoing Resolution 2024-_____ was adopted by the City Council on October 1, 2024, by the following vote:

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

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

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

Attachments:

- (1) Amendment No. 1 to Professional Services Agreement-The Salvation Army, Del Oro Division