

Friday, June 24, 2022, 5:00 P.M.

Tracy City Hall Chambers, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

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

THE CITY OF TRACY REMAINS UNDER A LOCAL EMERGENCY FOR COVID-19. FOR ALL PERSONS ATTENDING THE MEETING IN-PERSON, IN ACCORDANCE WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH GUIDELINES, UNIVERSAL MASKING IS RECOMMENDED FOR ALL PERSONS REGARDLESS OF VACCINATION STATUS AS WELL AS SOCIAL DISTANCING.

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

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

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

Remote Public Comment:

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

- *Comments via:*
 - **Online by visiting** <https://cityoftracyevents.webex.com> and using the following **Event Number: 2558 267 8500** and **Event Password: TracyCC**
 - **If you would like to participate in the public comment anonymously**, you may submit your comment in WebEx by typing "Anonymous" when prompted to provide a First and Last Name and inserting Anonymous@example.com when prompted to provide an email address.
 - Join by phone by dialing +1-408-418-9388, enter 25582678500#8722922# Press *3 to raise the hand icon to speak on an item.

- *Protocols for commenting via WebEx:*
 - *If you wish to comment on the "Consent Calendar", "Items from the Audience/Public Comment" or "Discussion Agenda Items" portions of the agenda:*
 - *Listen for the Mayor to open that portion of the agenda for discussion, then raise your hand to speak by clicking on the Hand icon on the Participants panel to the right of your screen.*
 - *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 “Discussion Agenda Items” portions of the agenda will be accepted until the public comment for that item is closed.*

Comments received on Webex outside of the comment periods outlined above will not be included in the record.

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

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

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

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

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

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

CALL TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION
ROLL CALL
PRESENTATIONS

1. CONSENT CALENDAR

- 1.A ADOPTION OF JUNE 7, 2022 CLOSED SESSION AND REGULAR MEETING MINUTES
- 1.B ADOPT A RESOLUTION MAKING FINDINGS AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL AND ALL LEGISLATIVE BODIES OF THE CITY OF TRACY FOR THE PERIOD FROM JUNE 24, 2022 THROUGH JULY 23, 2022 PURSUANT TO THE BROWN ACT
- 1.C ADOPT A RESOLUTION TO 1) AUTHORIZE STAFF TO INITIATE THE PROCESS OF PARTICIPATING IN THE PROPOSED B.F. SISK DAM RAISE & RESERVOIR EXPANSION PROJECT FOR WATER STORAGE, 2) APPROPRIATE \$35,000 FROM THE WATER FUND RESERVES TO PAY FAIR-SHARE START UP COSTS AND, 3) AUTHORIZE THE CITY MANAGER TO EXECUTE THE PROJECT ACTIVITY AGREEMENT
- 1.D AUTHORIZE AMENDMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION PLANS, MASTER SALARY SCHEDULE RELATING TO THE REAL PROPERTY AGENT, DIRECTOR OF OPERATIONS AND UTILITIES, ASSISTANT DIRECTOR OF UTILITIES, ASSISTANT DIRECTOR OF OPERATIONS, POLICE HOMELESS OUTREACH COORDINATOR, MAINTENANCE WORKER I/II AND ENVIRONMENTAL COMPLIANCE TECHNICIAN
- 1.E ADOPT A RESOLUTION APPROVING A GENERAL SERVICES AGREEMENT WITH DELTA WIRELESS, INC. FOR POLICE COMMUNICATIONS MAINTENANCE FOR A TOTAL NOT TO EXCEED AMOUNT OF \$400,000 FOR A TERM OF THREE YEARS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT
- 1.F ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR SCHOOL PEDESTRIAN CROSSING GUARD SERVICES IN A TOTAL AMOUNT NOT TO EXCEED \$1,731,744 FOR A TERM OF THREE YEARS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT
- 1.G ADOPT A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT IN THE AMOUNT OF \$15,180 FROM THE CALIFORNIA ANIMAL WELFARE FUNDERS COLLABORATIVE TO FUND EARLY SPAYING/NEUTERING OF DOGS AND CATS AT THE CITY OF TRACY ANIMAL SHELTER
- 1.H ADOPT A RESOLUTION APPROVING A GENERAL SERVICES AGREEMENT WITH KOEFRAN INDUSTRIES, INC. FOR REFRIGERATION, MAINTENANCE, AND DISPOSAL OF ANIMAL CARCASSES WITH A NOT TO EXCEED AMOUNT OF \$85,000 ANNUALLY FOR A TERM OF FIVE YEARS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

- 1.I ADOPT A RESOLUTION APPROVING THE SUBMISSION OF A CLAIM TO THE SAN JOAQUIN COUNCIL OF GOVERNMENTS FOR TRANSPORTATION DEVELOPMENT ACT FUNDS IN THE AMOUNT OF \$5,555,484 FOR FISCAL YEAR 2021-2022 AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE CLAIM
 - 1.J ADOPT A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MTM TRANSIT, LLC TO INCREASE BASE WAGES: (1) \$18.50/HOUR TO \$21.00/HOUR FOR DRIVERS, (2) \$19.00/HOUR TO \$21.50 FOR DISPATCHERS, AND (3) \$16.00/HOUR TO \$18.00/HOUR FOR RESERVATIONISTS, AND INCREASING THE TOTAL CONTRACT PRICE FROM \$10,917,793.01 TO \$11,475,863.34
 - 1.K ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TRACY CITY CENTER ASSOCIATION TO COORDINATE AND HOST THE ANNUAL 4TH OF JULY PARADE WITH A NOT TO EXCEED AMOUNT OF \$10,000
 - 1.L ADOPT A RESOLUTION: 1) CALLING AND GIVING NOTICE TO HOLD A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF CERTAIN OFFICERS PURSUANT TO THE CALIFORNIA ELECTIONS CODE; 2) REQUESTING THE BOARD OF SUPERVISORS OF SAN JOAQUIN COUNTY TO CONSOLIDATE THE CITY OF TRACY'S GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 8, 2022; 3) REQUESTING THE SERVICES OF THE SAN JOAQUIN COUNTY REGISTRAR OF VOTERS (REGISTRAR); AND 4) AUTHORIZING THE PAYMENT OF COSTS FOR SUCH SERVICES, FOR THE AMOUNT OF ACTUAL COSTS INCURRED
2. ITEMS FROM THE AUDIENCE
 3. REGULAR AGENDA
- 3.A CONDUCT A PUBLIC HEARING, AND UPON CONCLUSION, ADOPT THE FOLLOWING RESOLUTIONS:
 - 1) ADOPT THE CITY OF TRACY FISCAL YEARS (FY) 2022/23 ANNUAL OPERATING AND CAPITAL BUDGET AND AUTHORIZE THE BUDGET OFFICER TO AMEND THE CITY'S POSITION CONTROL ROSTER FOR FY 2022/23;
 - 2) ADOPT A FISCAL SUSTAINABILITY FUNDING POLICY FOR THE CITY OF TRACY AND APPLY SUCH POLICY RETROACTIVELY TO THE AMENDED FISCAL YEAR 2021-22 ANNUAL BUDGET;
 - 3) AUTHORIZE THE COMMITMENT OF MEASURE V FUNDS FOR SPECIFIED PURPOSES, FOR THE AMENDED FISCAL YEAR 2021/22 ANNUAL BUDGET AND THE PROPOSED FISCAL YEAR 2022/23 ANNUAL BUDGET;
 - 4) ADOPT COMMITTED FUND BALANCES (GASB 54) FOR FISCAL YEAR ENDING JUNE 30, 2022 IN COMPLIANCE WITH STATEMENT 54 OF THE GOVERNMENTAL ACCOUNTING STANDARDS BOARD; AND
 - 5) ESTABLISH FISCAL YEAR 2022/23 APPROPRIATIONS LIMIT PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA STATE CONSTITUTION.

3.B ADOPT A RESOLUTION APPROVING THE DISPLAY OF THE LESBIAN, GAY, BISEXUAL, TRANSGENDER, AND QUEER (LGBTQ) PRIDE FLAG ON THE FLAGPOLE OUTSIDE OF THE TRACY CITY HALL OCTOBER 6th THROUGH OCTOBER 9th, 2022, TO COMMEMORATE LGBTQ HISTORY MONTH AND OCTOBER 11, 2022, TO COMMEMORATE NATIONAL COMING OUT DAY

- 4. ITEMS FROM THE AUDIENCE
- 5. STAFF ITEMS
- 6. COUNCIL ITEMS
- 7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

June 7, 2022, 6:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy

1. Mayor Young called the meeting to order at 6:06 p.m.
2. Roll call found Council Members Bedolla, Davis, Mayor Pro Tem Vargas and Mayor Young present. Council Member Arriola absent at roll call.
3. ITEMS FROM THE AUDIENCE – There was no public comment.
4. Request to Conduct Closed Session
 - A. Conference with Legal Counsel – Anticipated Litigation
 - i. Significant exposure to litigation pursuant to § 54956.9, subd. (e)(3): (One case).
 - B. Conference with Legal Counsel – Existing Litigation (Gov. Code Section 54956.9(d)(1))
 - i. Case Title: MARY MITRACOS, v. CITY OF TRACY, and SURLAND COMMUNITIES, LLC, CASE NO. C093383; COURT OF APPEAL, STATE OF CALIFORNIA THIRD APPELLATE DISTRICT

There was no public comment.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to recess to closed session. Roll call found Council Members Bedolla, Davis, Mayor Pro Tem Vargas and Mayor Young in favor; passed and so ordered. Time: 6:09 p.m. Council Member Arriola absent.

Mayor Pro Tem Vargas recused herself from discussion on Item 4.A due to a conflict of interest.

Council Member Davis recused herself from discussion on Item 4.B due to proximity of real property.

Council Member Arriola arrived at 6:20 p.m.

Mayor Pro Tem Vargas joined the discussion on item 4.B at 6:45 p.m. Council Member Davis removed herself from discussion on item 4.B at 6:45 p.m.

5. Reconvene to Open Session – 7:06 p.m.
6. Report of Final Action, if Any - There was no report of final action.
7. Council Items and Comments – None

8. Adjournment – Time: 7:08 p.m.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to adjourn. Roll call found all in favor; passed and so ordered.

The agenda was posted at City Hall on June 2, 2022. The above are action minutes.

ATTEST:

Mayor

City Clerk

June 7, 2022, 7:00 p.m.

City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

Mayor Young called the meeting to order at 7:08 p.m.

Roll call found Council Members Arriola, Bedolla, Davis, Mayor Pro Tem Vargas and Mayor Young present.

Mayor Young led the Pledge of Allegiance.

Imaam Sheikh Basem, Tracy Islamic Center offered the invocation.

Council Member Arriola proclaimed June as LGBTQ Pride Month.

Mayor Young presented a Proclamation for Juneteenth Day to Gwendolyn White, and Olinga Alexander, Tracy African American Association.

Mayor Young presented a Proclamation for Elder and Dependent Adult Abuse Awareness Month to Wayne Templeton and Fran Block.

REGULAR MEETING

1. CONSENT CALENDAR – Mayor Young announced for Consent Item 1.F the following Council Members will abstain from voting on the following zones: Council Member Bedolla – Zone 7, Council Member Davis – Zone 15, Mayor Pro Tem Vargas – Zone 25.

Following the removal of consent item 1.J by Michael Rogers, City Manager, motion was made by Mayor Pro Tem Vargas and seconded by Council Member Bedolla to adopt the consent calendar. Roll call found all in favor, passed and so ordered.

- 1.A ADOPT MAY 17, 2022 REGULAR MEETING MINUTES – **Minutes were adopted.**
- 1.B APPROVE SIDE LETTER AGREEMENTS BETWEEN THE CITY OF TRACY AND THE TRACY POLICE OFFICERS ASSOCIATION, TRACY POLICE MANAGEMENT ASSOCIATION, TRACY MID-MANAGERS BARGAINING UNIT, TRACY TECHNICAL AND SUPPORT SERVICES EMPLOYEE ASSOCIATION, GENERAL TEAMSTERS LOCAL NO. 439; AMEND SECTION 16.6 OF THE PERSONNEL RULES AND REGULATIONS TO ADD JUNETEENTH; AND AUTHORIZE THE CITY MANAGER TO APPROVE SIDE LETTER AGREEMENTS – **Resolution 2022-063** approved the side letters.

- 1.C APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT (PSA) WITH RAFTELIS FINANCIAL CONSULTANTS, INC. FOR COMPLETION OF THE WASTEWATER REVENUE AND RATE ANALYSIS – **Resolution 2022-064** approved Amendment No. 1 to the agreement with Raftelis Financial Consultants, Inc.
- 1.D AUTHORIZE THE SUBMISSION OF A UNITED STATES DEPARTMENT OF JUSTICE COMMUNITY ORIENTED POLICING SERVICES GRANT APPLICATION FOR A PROJECTED AMOUNT OF \$1,240,942 FOR THE HIRING OF TWO POLICE OFFICERS WITH THE PROJECTED CITY MATCH FUNDS OF \$990,942, APPROVE AN ADDITIONAL \$90,000 FOR PROJECTED OVERTIME AND OTHER COSTS NOT COVERED BY THE GRANT FUNDS, AND AUTHORIZE THE CITY MANAGER TO ACCEPT THE \$250,000 GRANT, IF AWARDED – **Resolution 2022-065** authorized the submission of a United States Department of Justice Community Oriented Policing Services grant.
- 1.E APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH VERONICA TAM AND ASSOCIATES, INC. FOR THE HOUSING ELEMENT UPDATE – **Resolution 2022-066** approved the agreement with Veronica Tam and Associates, Inc.
- 1.F ADOPT THE FOLLOWING RESOLUTIONS: (1) INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF ASSESSMENTS AND ORDERING PREPARATION OF AN ENGINEER'S REPORT FOR THE TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972 FOR FISCAL YEAR 2022/2023, (2) APPROVING THE PRELIMINARY ENGINEER'S REPORT REGARDING THE PROPOSED LEVY AND COLLECTION OF ASSESSMENTS FOR THE TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972 FOR FISCAL YEAR 2022/2023, AND (3) DECLARING THE CITY OF TRACY'S INTENTION TO LEVY ANNUAL ASSESSMENTS FOR THE TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT FOR FISCAL YEAR 2022/2023 AND SETTING A PUBLIC HEARING ON JULY 5, 2022 AT 7:00 PM TO CONSIDER THE SAME IN ACCORDANCE WITH THE LANDSCAPING AND LIGHTING ACT OF 1972

Resolution 2022-067 initiated proceedings for the annual levy of assessments and ordered the preparation of the Engineer's Report for the TCLMD. Council Member Bedolla abstained from voting on Zone 7, Council Member Davis abstained from voting on Zone 15, and Mayor Pro Tem Vargas abstained from voting on Zone 25.

Resolution 2022-068 approved the Preliminary Engineer's Report regarding the proposed levy and collection of assessments for the TCLMD. Council Member Bedolla abstained from voting on Zone 7, Council Member Davis abstained from voting on Zone 15, and Mayor Pro Tem Vargas abstained from voting on Zone 25.

Resolution 2022-069 declared the City's intention to Levy Annual Assessments for the TCLMD FY 2022/2023 and set a public hearing date of July 5, 2022. Council Member Bedolla abstained from voting on Zone 7, Council Member Davis abstained from voting on Zone 15, and Mayor Pro Tem Vargas abstained from voting on Zone 25.

- 1.G APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH FRUITRIDGE PRINTING, LLC FOR A TERM OF FOUR YEARS, WITH AN ADMINISTRATIVE OPTION TO EXTEND FOR ANOTHER TWO YEARS UPON SATISFACTORY PERFORMANCE, FOR PRINTING SERVICES FOR THE GRAND THEATRE CENTER FOR THE ARTS SEASON BROCHURE AND ARTS EDUCATION CATALOG, IN AN ANNUAL AMOUNT NOT TO EXCEED \$45,000.00 – **Resolution 2022-070** approved an agreement with Fruitridge Printing, LLC.
- 1.H APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MHD GROUP, INC. FOR A TERM OF FOUR YEARS, WITH AN ADMINISTRATIVE OPTION TO EXTEND FOR ANOTHER TWO YEARS UPON SATISFACTORY PERFORMANCE, FOR MARKETING SERVICES FOR THE GRAND THEATRE CENTER FOR THE ARTS SEASON BROCHURE AND ARTS EDUCATION CATALOG, IN AN ANNUAL AMOUNT NOT TO EXCEED \$50,000 – **Resolution 2022-071** approved an agreement with MHD Group, Inc.
- 1.I APPROVE AMENDMENT NO.1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS AND COMPANY, INC. TO (1) AUGMENT THE SCOPE FOR PROJECT APPROVAL (PA), ENVIRONMENTAL DOCUMENT (ED), AND PLANS, SPECIFICATIONS AND ESTIMATES (PS&E) FOR MODIFICATION OF I-205 AND I-580 / MOUNTAIN HOUSE EXISTING INTERCHANGES CIP NOS. 73146 & 73147, AND (2) INCREASE THE CONTRACT AMOUNT BY AN ADDITIONAL \$389,688, FOR A NEW NOT-TO-EXCEED TOTAL CONTRACT AMOUNT OF \$4,687,724 – **Resolution 2022-072** approved an amendment to the agreement with Mark Thomas and Company.
- 1.J APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH TRACY CITY CENTER ASSOCIATION TO COORDINATE AND HOST THE ANNUAL 4TH OF JULY PARADE AND PANCAKE BREAKFAST WITH A NOT TO EXCEED AMOUNT OF \$10,000 – **Item pulled from the agenda.**
- 1.K APPROVE A CHANGE ORDER TO THE SAAS AGREEMENT WITH TYLER TECHNOLOGIES, INC. TO LICENSE TWO ADDITIONAL MODULES FOR TIMEKEEPING AND BID MANAGEMENT TO THE MUNIS ERP SYSTEM AND FIND THAT IT IS IN THE BEST INTEREST OF THE CITY TO FOREGO THE REQUEST FOR PROPOSALS PROCESS FOR THESE SERVICES – **Resolution 2022-073** approved the Change Order to the SAAS Agreement with Tyler Technologies, Inc.
2. ITEMS FROM THE AUDIENCE – Jenny spoke about a feral or community cat overpopulation problem, shared her experience with feral cats, her journey into cat rescue, and requested help, support and teamwork from the City.

Melissa Sucrese stated there is a problem with feral cats at the Tracy High campus and need Animal Shelter to work with the school to get the problem under control. Ms. Sucrese shared responses received from the Animal Shelter and requested the City partner with Animal Rescue of Tracy to help get fundraising.

Susan Corbett, volunteer with Animal Rescue of Tracy requested more support from the Animal Shelter, cats and kittens are multiplying and the rescues need some monetary help or the Shelter needs to get more funding and get that phase 2 building started.

Andrew Lu spoke about the City being dirty, trash piling up on sidewalks, patches of lawn not watered and dying due to broken sprinklers, the City looking run down, and suggested outsourcing to gardeners and the City inspect their work.

Robert Tanner stated the crosswalk at B & 11th Streets still has chunks of pavement missing and spoke about two lawsuits challenging the Valley Link project, Measure Y being voted down, with SB 548 TOD's are exempt from building and zoning laws and specified Valley Link, and shared concerns about Valley Link getting \$40,000,000 from each stop and did not see that in the Tracy budget and if so where and if not why.

Mayor Pro Tem Vargas requested an update on the maintenance of crosswalks on 11th and Corral Hollow Road.

Michael Rogers stated the item is not agendized but will bring back a report on crosswalks or potholes so the public can also weigh in and staff has an opportunity to prepare. Mayor Young clarified that the next budget update is coming back on June 21, 2022.

Dan Evans stated last Wednesday he submitted a request to Council for review and approval to fly the blue line flag in support of our men and women who wear the badge and put their lives on the line, proposed the flag be flown every year for National Law Enforcement Appreciation Day which is January 9th and would like to see the request be brought before City Council, discussed and voted on.

Mayor Young stated requests are not taken for flags to be flown. There is not a process for that so requested an update on the flag policy.

Bijal Patel, City Attorney confirmed that Mayor Young would like staff to come back with an informational report on our flag policy.

Alice English spoke about Council grandstanding and taking up time on discussions that are not on the agenda, commented on the closed session regarding including description and discussion, and asked the City Attorney, if setting precedent that the investigation related to the claim be transparent to the public.

Karen Moore shared her concerns regarding the previous meetings discussion on cannabis and homelessness going off the rails and using public comments for campaign sound bites, and spoke about cities that are making changes to their homeless encampments.

3. REGULAR AGENDA

3.A COVID-19 UPDATE FROM SAN JOAQUIN COUNTY PUBLIC HEALTH SERVICES (VERBAL REPORT)

Daniel Kim, San Joaquin County Public Health Services provided the COVID-19 Update.

Council questions and comments followed.

There was no public comment.

City Council accepted the update.

3.B INTRODUCE AN ORDINANCE OF THE CITY OF TRACY AMENDING SECTION 6.36.080 OF THE TRACY MUNICIPAL CODE TOLLING THE EXPIRATION DATE OF EACH EXISTING COMMERCIAL CANNABIS BUSINESS PERMIT FOR AN ADDITIONAL 12 MONTHS

William Dean, Assistant Director of Development Services provided the staff report.

Council questions and comments followed.

Bijal Patel, City Attorney responded to questions.

Adrienne Richardson, City Clerk read the title of the proposed ordinance.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Arriola to introduce proposed **Ordinance 1328** an ordinance amending Section 6.36.080 of the Tracy Municipal Code tolling the expiration date of each existing commercial cannabis business permit for an additional 12 months. Roll call found all in favor; passed and so ordered.

4. ITEMS FROM THE AUDIENCE – Jenny continued with her concerns regarding the feral cats stating this is a fixable problem, and need awareness and support from the City to work together to solve community cat problems.

Melissa Sucrese referred to the funds used for the peacock issue in Redbridge stating if the City can find money to move birds, money can be found for the cats. Ms. Sucrese stated foster programs are needed through the shelter, not just private organizations, suggested education regarding trapping and getting fixed, requested funding for shelter and local rescues, and asked Council to put on an agenda.

Alice English spoke about the following: Huge success of the aerobatic show over the weekend, road to airport needing repair, closed session lawsuit released to the public and hoped that all closed session lawsuits will be available to the public to be transparent. Spoke about residents being misled on Measure Y.

5. STAFF ITEMS – Michael Rogers reported Economic Development Strategic Planning survey available until June 29, 2022. Members of the public have an opportunity to comment by going to the City of Tracy website. It will be timely for the community to take the survey as there will be an Economic Development update on June 21, 2022.
6. COUNCIL ITEMS – Council Member Bedolla stated earlier constituents spoke about how the City could partner with nonprofits and expand the reach of our shelter and improvement, and asked if staff can meet with private and public stakeholders whether it is the schools or constituents who spoke today and be done operationally or an information item brought back to Council.

Michael Rogers, City Manager responded he arranged for a meeting with the people who spoke.

Mayor Pro Tem Vargas suggested contacting Captain Alex Neicu as he worked extensively with dogs, and cats and nonprofits in the past and may be able to give the City Manager a background along with Midori Lichtwardt, Assistant City Manager.

Mayor Pro Tem Vargas stated she has been looking for help on crosswalks for seven years and is not looking for another letter or memorandum about why things are not getting done but is asking to paint the crosswalks on 11th Street and on Grant Line Road where there is heavy traffic. Mayor Pro Tem Vargas expressed her frustration regarding asking for the same item and not having the crosswalks painted. Council Member Arriola seconded the request. Mayor Pro Tem Vargas confirmed the request is for staff to come back with when the crosswalk repairs are going to be done.

Council Member Bedolla asked for confirmation that Council has an opportunity for budget requests coming up very shortly this month.

Mayor Young clarified these are things that have been approved in the past, and Council wants an update to find out what has been done.

Council Member Davis supported a conversation about feral cats and what the City can do to be supportive. Council Member Davis thanked those that came out for Memorial Day to honor our veterans at the cemetery and war memorial adding it was a beautiful ceremony organized by American Legion Hall and Veterans of Foreign Wars, and thanked Colonel Tiffany Harris for her service to Defense Logistic Agency over the last few years and sad she will be leaving but welcomed Colonel Kevin Chunn who will be taking over for Colonel Harris.

Council Member Davis referred to the comment made regarding the City looking trashy and requested support to talk about this issue as it has been brought up before and she has personally brought up the decline and appearance of our City. Council Member Davis received letters about dumping around Corral Hollow Road up near Tracy Hills in the open field area. Hoping City can have serious conversation about how the City is approaching cleanliness. It is not even just the trash but also the benches and sidewalks. Council Member Arriola supported the request.

Council Member Davis shared the Gold Star Memorial Monument Committee is partnering with United Way of San Joaquin County to raise the necessary funds to erect a permanent memorial monument at the new VA medical facility under construction in

French Camp. They have the following promotion to raise funds where \$75 can honor your military or veteran loved one with a permanent engraved brick, or an organization can participate as well for \$500.

Council Member Davis spoke about the well-attended successful Aerobic Championship event and commended Public Works for their efforts, thanked the IAC for hosting the event in Tracy and thanked those who attended and volunteers, and stated she received constructive feedback that the competition was difficult to find because there is not good signage to the Airport and road leading up to the Airport is dilapidated. Hoping to have a conversation about bringing repairs back to that road and some of the many other ones. Mr. Rogers responded it is on staff's radar, are looking at grants and clarified the road is both City and County.

Council Member Davis requested support for a conversation to look at the process for cannabis to ensure the City is doing the best thing by our community and our businesses that want to come here to ensure their success and that existing businesses are not adversely impacted and there is a good solid process moving forward.

Bijal Patel, City Attorney asked Council Member Davis if she is interested in staff bringing back an urgency measure for a moratorium. Council Member Davis responded she is interested in an urgency measure for a moratorium in order to take a fine tooth comb through the process to make sure the language of the ordinances are best serving the community as a whole.

Ms. Patel clarified the urgency measure is a tool that is only available for planning codes. That would be a moratorium on processing any CUPs under the planning code. Council Member Davis responded given that there are no ordinances in place that speak to over concentration she would like Council and staff to review that process.

Ms. Patel stated because there are requisite facts needed to support the findings that need to be made for that urgency ordinance, Council could schedule a motion requiring us to bring back an urgency measure with a moratorium perhaps at the July 5 Council meeting and if facts support it staff will bring a moratorium for Council's consideration. Council Member Davis responded she would love to do that if she could get the support.

Ms. Patel added only one reading is required for an urgency measure but a 4/5th must approve it. There are some other noticing requirements needed and more work involved.

Council Member Davis responded opportunities need to be looked at to ensure there is no ping ponging back and forth with amendments and take time to make sure the ordinances are going to work for not only today but also tomorrow.

Ms. Patel explained the urgency measure and the moratorium process.

Council Member Arriola asked for the CUP process, that would not require the moratorium but the permitting process it would despite the fact the permits have already been given.

Ms. Patel responded a moratorium cannot be used to stop anything under Chapter 6. The CUP process is under Chapter 10 which is the planning code. A finding could be

made that due to health and safety or welfare threats that Council needs to stop the processing of any additional permits under the cannabis section. When it comes back, Council would at that time decide if there are findings and if adopted it would stop the ability for the Planning Department to process any CUPs until moratorium is lifted.

Council Member Arriola asked if there was an opportunity to evaluate the CUP process without the moratorium. Ms. Patel responded the moratorium is used so that if unable to factually determine there is an imminent threat to health and safety issues because new permits are about to be processed, that is one basis to make that finding. Without the moratorium there is an obligation to continue processing the permits and moving them forward to the Planning Commission.

Council Member Arriola asked if Council has the discussion and does not have the four votes can they still proceed with an amendment to the CUP process not under a moratorium. Ms. Patel responded she did not believe staff would be ready for amendments to the cannabis ordinance in a July session.

Council Member Arriola stated given the concerns from the public he is interested in assessing the CUP process but not interested in a moratorium on the current applicants that have been waiting for two years.

At the request of Ms. Patel to elaborate on what he meant by an assessment of the CUPs, Council Member Arriola responded he believed Council had discussions related to whether the CUP process could be done related to density or distance between another permit, or toward things that Council felt they did not have input on last time was the discussion that he heard from the public so he would be open to assessing CUP's in that consideration but would not be willing to stop the process for the current applicants who have already been working on this for years.

Ms. Patel responded if Council wanted to make any changes in the criteria by which CUPs can be issued, that would be an amendment to the ordinance and the City Manager through the Planning Department would have to determine criteria. There are legal standards that must be met regarding what criteria can be imposed in either granting or denying a CUP or if there are other zoning restrictions to impose as currently there are only a limited number of zones in which these permits are prohibited so perhaps Council want to consider an expansion on which zoning districts to prohibit. All of these things would have to be further analyzed and amended in an amendment to the current ordinance before changing the impact on the location for these permits.

Council Member Arriola asked if that assessment could be done without the 4/5th majority for a moratorium. Ms. Patel responded yes if Council chooses for the City Manager's office and the City Attorney's office to work on some proposals for your consideration but in the meantime the City has an obligation to continue processing the CUPs so any CUPs that are ready to go forward will continue to go forward and may be granted.

Mayor Young stated Council gave a input at our last item discussing this in detail and it was her understanding that staff will be coming back with things for Council to discuss even considering the zoning, density and things like that, and asked if staff will be bringing back opportunities for Council to look at zoning and density because that was definitely one of the inputs given by a majority of Council. Mr. Rogers responded staff

will be coming back with those particular items. Those permits that are in the process now may continue in the process, may be issued and could be different in what your outcome may be.

Mayor Young stated the current people have been through too much and there are things that need to be fixed but is not interested in delaying any of their processes. .

There was no support for Council Member Davis's request to look at the cannabis process and to bring back an urgency measure with a moratorium.

Council Member Arriola congratulated Eagle Scout Riju Banergee stating he attended his Eagle Scout ceremony on May 27, 2022, and Riju presented to Council a picture of Boy Scout Troup 537 by Donna and Robert Mailhot of Troop 537 Tracy California. Riju is a senior at Kimball High School. Council Member Arriola also congratulated Emma Consados and Emiliano Olmos Duran who helped him with the pride flag raising on June 1. Council Member Arriola thanked everyone who participated in the Memorial Day ceremonies but there was a sound problem so hoping staff can address those sound problems. Council Member Bedolla supported the request.

Council Member Arriola announced he will be leaving for Israel for eight days and will be joining LGBT elected officials around the country to meet with the LGBT elected officials in Israel and with peace building groups in Palestine. Council Member Arriola thanked Council and community for the proclamation for Pride Month and wished everyone a happy Pride Month.

Mayor Young stated she will submit her monthly report at next meeting, thanked everyone involved with the aerobatic events, and acknowledged the entire Transportation Commission for their efforts in bringing that to Tracy. This coming Saturday is 27th Annual Juneteenth celebration hosted by Tracy African American Association – free event starting at 6:00 a.m. to 6:00 p.m.

7. ADJOURNMENT – Time: 9:09 p.m.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Arriola to adjourn. Roll call found all in favor; passed and so ordered.

The above agenda was posted at the Tracy City Hall on June 2, 2022. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

AGENDA ITEM 1.B

REQUEST

ADOPT A RESOLUTION MAKING FINDINGS AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL AND ALL LEGISLATIVE BODIES OF THE CITY OF TRACY FOR THE PERIOD FROM JUNE 24, 2022 THROUGH JULY 23, 2022 PURSUANT TO THE BROWN ACT

EXECUTIVE SUMMARY

AB 361 allows legislative bodies to use abbreviated teleconferencing procedures during a declared state of emergency upon the making of required findings. These abbreviated procedures allow a body to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953 of the Ralph M. Brown Act (Cal. Gov. Code section 54950 – 54963).

On March 17, 2020, the City Council of the City of Tracy ratified the declaration of an emergency by the City Manager due to COVID-19 in accordance with Chapter 3.26 of the Tracy Municipal Code. The City Council subsequently adopted resolutions with requisite findings authorizing remote teleconference meetings of the City Council and all legislative bodies of the City of Tracy, including Boards and Commissions, pursuant to AB 361.

While the City has allowed in-person attendance at City Council meetings, the City is experiencing an increase in rates of COVID-19 cases within the County of San Joaquin and amongst the City staff pool. Due to this increase, the City is reinstating social distancing protocols at in-person attendance at City Hall and encouraging the use of teleconferencing for City Council meetings.

And, given the changed circumstances created by the increasing rates of COVID-19, the recommendation is that City Council adopt this Resolution to resume teleconference meetings of the City Council and all legislative bodies of the City of Tracy.

DISCUSSION

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which among other things rescinded his prior Executive Order N-29-20 and set a date of October 1, 2021, for public agencies to transition back to public meetings held in full compliance with the Brown Act.

As the Delta variant has surged in California, the Legislature took action to extend the COVID-19 exceptions to the Brown Act's teleconference requirements, subject to some additional safeguards. On September 16, 2021, Governor Newsom signed Assembly Bill 361, to allow a local agency to use teleconferencing if certain circumstances exist without complying with the Brown Act's traditional agenda posting, physical access, and quorum requirements for teleconferencing provisions (Attachment A).

The goal of AB 361 is “to improve and enhance public access to local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options” consistent with Executive Order N-29-20. The bill contains an urgency clause, which made the bill effective upon signing with a sunset date of January 1, 2024.

The new Section 54953(e)(1) of the Brown Act, as amended by AB 361, allows legislative bodies to continue to meet via teleconference without complying with the Brown Act’s teleconferencing requirements, but only during a state of emergency proclaimed by the Governor, in which, 1) state or local health officials have imposed or recommended measures to promote social distancing, or 2) the legislative body has determined by majority vote that meeting in person would present an imminent risk to the health or safety of the attendees.

A local agency that holds a meeting under these circumstances would be required by AB 361 to follow the steps listed below, in addition to giving notice of the meeting and posting agendas as required under the Brown Act. These additional requirements are intended to protect the public’s right to participate in the meetings of local agency legislative bodies.

Pursuant to AB 361 local agencies are required to do all of the following in addition to meeting notice requirements under the Brown Act:

- Allow the public to access the meeting and require that the agenda provide an opportunity for the public to directly address the legislative body pursuant to the Brown Act’s other teleconferencing provisions.
- In each instance when the local agency provides notice of the teleconferenced meeting or posts its agenda, give notice for how the public can access the meeting and provide public comment.
- Identify and include in the agenda an opportunity for all persons to attend via a call-in or an internet-based service option; the legislative body needs not provide a physical location for the public to attend or provide comments.
- Conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the public.
- Stop the meeting until public access is restored in the event of a service disruption that either prevents the local agency from broadcasting the meeting to the public using the call-in or internet-based service option or is within the local agency’s control and prevents the public from submitting public comments (any actions taken during such a service disruption can be challenged under the Brown Act’s existing challenge provisions).
- Not require comments be submitted in advance (though the legislative body may provide that as an option) and provide the opportunity to comment in real-time.
- Provide adequate time for public comment, either by establishing a timed public comment period or by allowing a reasonable amount of time to comment.
- If the legislative body uses a third-party website or platform to host the

teleconference, and the third-party service requires users to register to participate, the legislative body must provide adequate time during the comment period for users to register and may not close the registration comment period until the comment period has elapsed.

While the City has allowed in-person attendance at City Council meetings, the City is experiencing an increase in rates of COVID-19 cases within the County of San Joaquin and amongst the City staff pool. The San Joaquin County Public Health Services provided an update to the City Council of this situation at the June 7, 2022 meeting. In addition, the Human Resources Department of the City of Tracy has documented an increase in COVID-19 positive test rates amongst City staff in recent weeks. To minimize the exposure to COVID-19 from this recent surge, the City is reinstating social distancing protocols at in-person attendance at City Hall and encouraging the use of teleconferencing for City Council meetings.

Given these changed circumstances created by the increasing rates of COVID-19, the recommendation is that City Council adopt this Resolution to resume teleconference meetings of the City Council and all legislative bodies of the City of Tracy. If Council approves the proposed resolution, staff will present a staff report to Council every thirty days to verify that the circumstances continue to exist.

STRATEGIC PLAN

This agenda item relates to the City Council's Strategic Priorities in the area of Public Safety (Goal #1 Support COVID-19 Public Health Recovery).

FISCAL IMPACT

There is no fiscal impact related to this agenda item.

RECOMMENDATION

Staff recommends that Council adopt a resolution making findings and re-authorizing remote teleconference meetings of all legislative bodies of the City of Tracy for the period of June 24, 2022, to July 23, 2022, pursuant to the Brown Act.

Prepared by: Bijal Patel, City Attorney

Reviewed by: Adrienne Richardson, City Clerk
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

A – Assembly Bill 361

Assembly Bill No. 361

CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 16, 2021. Filed with
Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly

resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and

to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

The people of the State of California do enact as follows:

SECTION 1. Section 89305.6 is added to the Education Code, to read:
89305.6. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing

and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 2. Section 11133 is added to the Government Code, to read:

11133. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically

or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 3. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 3.1. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body

shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter

2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for

the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting

of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting,

members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 4.1. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the

legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint

powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 5. Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

SEC. 6. It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 7. The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

SEC. 8. (a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 9. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.

TRACY CITY COUNCIL

RESOLUTION NO. _____

MAKING FINDINGS AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL AND ALL LEGISLATIVE BODIES OF THE CITY OF TRACY FOR THE PERIOD OF JUNE 24, 2022, TO JULY 23, 2022, PURSUANT TO THE BROWN ACT

WHEREAS, The City of Tracy is committed to preserving and nurturing public access and participation in meetings of the City Council; and

WHEREAS, All meetings of the City of Tracy's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code section 54950 – 54963), so that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business; and

WHEREAS, AB 361 allows legislative bodies to use abbreviated teleconferencing procedures during a declared state of emergency upon the making of required findings, so as to allow a body to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953 of Brown Act; and

WHEREAS, On March 17, 2020, the City Council of the City of Tracy ratified the declaration of an emergency by the City Manager due to COVID-19 in accordance with Chapter 3.26 of the Tracy Municipal Code; and

WHEREAS, While the City has allowed in-person attendance at City Council meetings, the City is experiencing an increase in rates of COVID-19 cases within the County of San Joaquin and amongst the City staff pool; and

WHEREAS, The San Joaquin County Public Health Services provided an update of the increasing rates at the June 7, 2022, City Council meeting; and

WHEREAS, the Human Resources Department of the City of Tracy has documented an increase in COVID-19 positive test rates amongst City staff in recent weeks; and

WHEREAS, To minimize the exposure to COVID-19 from this recent surge, the City is reinstating social distancing protocols at in-person attendance at City Hall and encouraging the use of teleconferencing for City Council meetings; and now therefore be it

RESOLVED:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution as findings of this City Council by this reference.

Section 2. Findings. The City Council hereby finds the following:

- A. That due to COVID-19, including the recent surge being experienced in the City of Tracy, holding City Council and other legislative body meetings exclusively in person will present imminent risk to the health and safety of attendees.
- B. That COVID-19 has caused, and will continue to cause, conditions of peril to the safety of persons within the City that are likely to be beyond the control of services, personnel, equipment, and facilities of the City, and desires to affirm a local emergency exists and re-ratify the proclamation of a state of emergency by the Governor of the State of California.

Section 3. Remote Teleconference Meetings. The City Council, including Council subcommittees, and all Boards and Commissions of the City of Tracy are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act for the period of June 24, 2022 through July 23, 2022.

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on June 24, 2022 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

AGENDA ITEM 1.C

REQUEST

ADOPT A RESOLUTION TO 1) AUTHORIZE STAFF TO INITIATE THE PROCESS OF PARTICIPATING IN THE PROPOSED B.F. SISK DAM RAISE & RESERVOIR EXPANSION PROJECT FOR WATER STORAGE, 2) APPROPRIATE \$35,000 FROM THE WATER FUND RESERVES TO PAY FAIR-SHARE START UP COSTS AND, 3) AUTHORIZE THE CITY MANAGER TO EXECUTE THE PROJECT ACTIVITY AGREEMENT

EXECUTIVE SUMMARY

The ongoing curtailment of water supplies by the United States Bureau of Reclamation (USBR) during this year's drought and the potential of more severe curtailments in the future, may result in significant impacts on the City's water supplies as shown in the City's 2020 Urban Water Management Plan. In order to minimize such impacts and enable City of Tracy to continue to provide reliable water supplies to its community, staff is exploring various sources of water supply and storage. The proposed B.F. Sisk Dam Raise & Reservoir Expansion by the USBR and the San Luis Delta Mendota Water Authority (Authority) provides a reliable option for storage of excess water during the wet season and use during drought conditions when needed. The B.F. Sisk Dam and Reservoir, located approximately 50 miles south of Tracy, is a major storage facility of the Central Valley Project from which Tracy receives its surface water.

This item requests that City Council adopt a resolution to authorize staff to initiate the process of joining other Authority agencies for storage of water in the proposed expansion to the reservoir and authorize appropriation of \$35,000 from water fund reserves to pay for the City's fair share towards initial startup costs.

DISCUSSION

The City of Tracy has always explored opportunities for new reliable water supply sources to strengthen its water portfolio and provide high quality water supplies to its community. Even though the City has robust water supplies, the recent curtailments of approved water allocations by the USBR during the current and ongoing drought and potential of more severe curtailments in the future, have resulted in the need for exploration of other water supplies and storage options. With the ongoing drought conditions in the State, potential impacts of environmental changes, and water supply curtailments, the water supply landscape in the State has changed dramatically. Almost all water agencies and irrigation districts are pursuing acquisitions or development of sustainable water sources.

A window of opportunity recently opened for storage of water in the proposed expansion of the B.F. Sisk Dam and San Luis Reservoir located in the Pacheco Pass hills on State Route 152 approximately 12 miles west of Los Banos. Initially, the dam and the embankments were being reinforced and raised by 12 feet to comply with the seismic requirements. With another increase of 10 feet in height of embankments, additional

water storage capacity will be created. The existing reservoir is owned and operated by the USBR and the State Water Project (SWP) jointly. The proposed expanded capacity will be used for water storage by various water agencies from the Bay Area and the San Joaquin Valley. USBR and the SWP will remain the owner and operate the B.F. Sisk Dam and San Luis Reservoir expansion. The project's environmental document has already been prepared for expansion of the reservoir. The proposed project will add 130,000 Acre Feet of additional storage capacity in the reservoir. The project's feasibility study is in its final stages of completion and total cost of this expansion project is estimated at \$1,000,000,000 (One Billion Dollars). The project will provide more reliable water for Municipal and Industrial (M&I) and agricultural uses especially to the participating agencies during the droughts.

If the City participates in this project, water will be delivered to the City's John Jones Water Treatment Plant from the Delta Mendota Canal through an exchange agreement with the USBR and other participating agencies.

Water Agencies from the Authority interested in this project are entering into this initial agreement to fund and share water storage capacity construction cost for this project. The Authority represents the City of Tracy along with 27 other member agencies for dealing with the water supplies from the Central Valley Project (CVP) and other water related services in the San Joaquin Valley. Nine other members of the Authority including neighboring Byron Bethany Irrigation District and Del Puerto Water District have joined together for pooled storage in the proposed B.F. Sisk Dam Raise and Expansion project. If City Council authorizes staff to initiate participation in this project the attached amended Project Activity Agreement needs to be executed.

Additionally, if the City participates in the initial process of this project, the City needs to pay its fair share costs. The cost share is based on the total water allocation shared by the partners. Based upon 5,000 Acre Feet storage capacity (which would be the City's share), is estimated at approximately \$12,000 for FY23 and \$18,000 for FY24 with some administrative costs for City's staff time. Additional funding will be needed in future years.

Staff believes it will be in the best interest of the City of Tracy to participate in this opportunity and join the above group under the Authority's lead and plan for water storage in the proposed reservoir.

It is important to note, that the City will have the opportunity to opt out from this project at any time for any reason before committing to construction funding of which the City share is estimated at \$38 million. Moreover, this amount will be reduced if anticipated federal and state grants are received for this project. However, it will be difficult to join the project at a later date due to the limited water storage capacity that will be made available. Additionally, there are only a limited number of slots available for participation in this project and any delay signing on will reduce the City's chances of signing on to this water storage facility opportunity. Interest from other agencies is very high.

Staff recommends that the City make a long-term investment to improve and expand its water portfolio for more reliability. City Council is requested to adopt a resolution to 1) authorize staff to initiate the process of joining the proposed B.F. Sisk Dam Raise & Reservoir Expansion project and 2) appropriate \$35,000 from Water Fund reserves to fund the project management and design for FY23 and FY24.

If Council authorizes staff to initiate the process, staff will update Council with important

benchmarks every quarter to provide progress and status of the project. During those meetings, staff will provide further updates and breakdown of the project costs, City's share and will request approvals of further actions, accordingly.

STRATEGIC PLAN

This agenda item supports Council's Strategic Priority of Quality of Life by providing necessary infrastructure and also supports the City's Economic Development efforts to provide facilities for attracting new development.

FISCAL IMPACT

The initial funding of \$35,000 required for participating in the B.F. Sisk Dam Raise & Reservoir Expansion project will not have significant impacts to the existing water fund reserves needed for unforeseen conditions during emergencies. As the B.F. Sisk project progresses, additional funding will be required from both existing ratepayers and new developments based upon further analysis and level of responsibilities.

RECOMMENDATION

That City Council, by resolution, 1) authorize staff to initiate the process to participate in the proposed B.F. Sisk project, 2) appropriate \$35,000 from the Water Fund reserves to pay fair-share startup costs and 3) authorize the City Manager to execute the Project Activity Agreement.

Prepared by: Lea Emmons, Water Operations Superintendent

Reviewed by: Kul Sharma, Director of Utilities
Karin Schnaider, Director of Finance
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

Attachment: A - Sisk Dam Raise background sheet
B - Authority Resolution #2022-506
C - Activity Agreement as to terms for the City of Tracy Participation in the B.F. Sisk Dam Raise and Reservoir Expansion Project Agreement (Project Activity Agreement)



B.F. SISK DAM

Raise & Reservoir Expansion Project

project **BACKGROUND**

B.F. Sisk Dam and San Luis Reservoir are an integral part of the Central Valley Project/California State Water Project (CVP/SWP) system. The Dam and Reservoir are located on San Luis Creek approximately 12 miles west of Los Banos, California. The dam is an off-stream water storage facility.

The water stored in the reservoir is managed for federal (45%), and state (55%) uses as part of the CVP and SWP, respectively. Over 25 million Californians, 2 million acres of farmland and 200,000 acres of managed wetlands in the Pacific Flyway receive a portion of their water supply from the project.

SAFETY OF DAMS

A series of studies and analyses culminating in the seismic risk analysis that was completed in 2006 determined that action needs to be taken to reduce risk to the downstream public. Consequently, Reclamation, with collaboration from DWR is proceeding with the B.F. Sisk Dam Safety of Dams (SOD) Modification Project. The SOD Modification Project raises the dam crest by 12 feet to provide seismic stability for the embankment during a large earthquake. This raise however does not provide for any additional water supply storage.

project **BENEFITS**



Improve water management by increasing storage options.



Increase water supply reliability to South-of-Delta water users.



Improve water management and reliability for critical wetland habitat.



Provide stored water to California communities.



Improve public safety of SR 152 by reducing seismic risk.

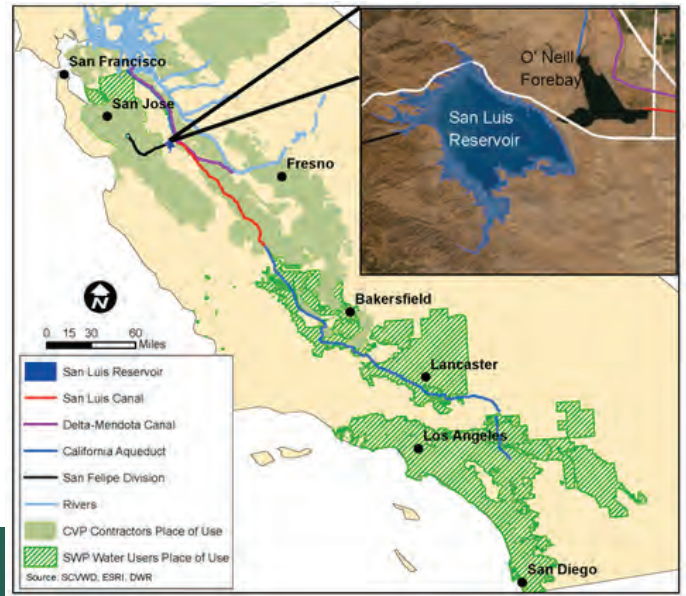
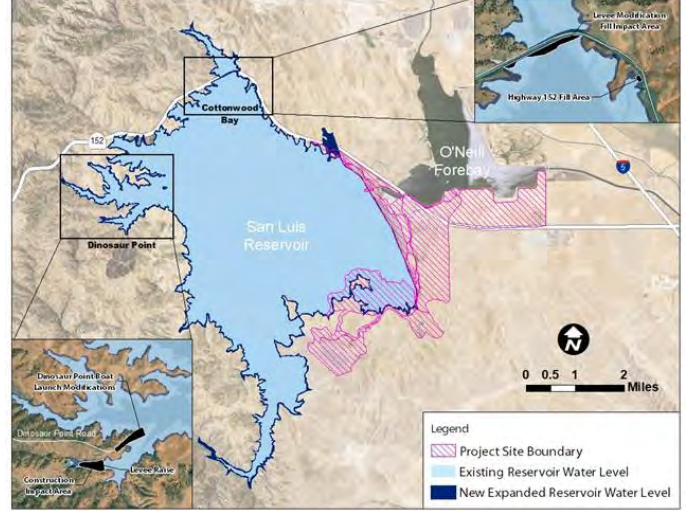
DAM RAISE & RESERVOIR EXPANSION

In coordination with Reclamation, the SLDMWA is pursuing a project to further raise the dam to provide additional water supply storage benefits.

The increased storage capacity would be achieved by an additional 10-foot raise of the B.F. Sisk Dam embankment across the entire dam crest above the level proposed for dam safety purposes. This additional 10 feet of dam embankment would add approximately 130,000 AF of water storage to San Luis Reservoir.

SLDMWA, in coordination with Reclamation, is conducting a feasibility study to evaluate the Proposed Action and a potential cost-share in accordance with the Reclamation SOD Act, and the Water Infrastructure Improvements for the Nation (WIIN) Act (P.L. 114-322) §4007.

In addition to increasing storage capacity of San Luis Reservoir, the project also includes modifications to State Route (SR) 152 to protect the roadway against higher storage levels and to increase seismic stability of the embankment.



project SCHEDULE



- ① JULY 2020 Draft EIR/SEIS released for public review
- ② DECEMBER 2020 Feasibility Report scheduled for Secretary's approval and Congressional submittal
- ③ FEBRUARY 2021 Final EIR/SEIS scheduled for completion
- ④ 2022 Pre-construction & design activities will begin
- ⑤ 2025-2032 Project construction

EIR/SEIS = Environmental Impact Report/Supplemental Environmental Impact Statement

project SPONSORS

The Bureau of Reclamation, the long-term federal partner on the project, is supporting the ongoing Federal Feasibility Study evaluating potential benefits for improved CVP water supply and wildlife refuge supply.

SLDMWA and its member agencies are participating in the project to help strengthen their water supply portfolios to better manage droughts, emergencies, climate change, and regulatory challenges that limit other supplies.

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY**RESOLUTION NO. 2022-506****RESOLUTION AUTHORIZING EXECUTION OF THE B.F. SISK DAM RAISE AND RESERVOIR EXPANSION PROJECT ACTIVITY AGREEMENT**

WHEREAS, the B.F. Sisk Dam Raise and Reservoir Expansion Project (“Reservoir Expansion Project” or “Project”) includes raising the dam crest an additional 10 feet above the 12-foot embankment raise under development by the B.F. Sisk Dam Safety of Dams (“SOD”) Modification Project, which would support an increase in reservoir storage capacity of 130,000 acre-feet, and would also include installation of downstream stability berms and crack filters, raising the existing outlet works, intake towers, access bridge, and spillway intake by 10 feet, and other modifications, including to State Route 152; and

WHEREAS, the potential benefits from the Reservoir Expansion Project include increasing long-term reliability and quantity of yearly allocations to south-of-Delta contractors dependent on San Luis Reservoir and increasing the certainty of access to supplies stored by south-of-Delta contractors in San Luis Reservoir in subsequent water years; and

WHEREAS, the San Luis & Delta-Mendota Water Authority (“Water Authority”) has worked with the U.S. Bureau of Reclamation (“Reclamation”) to analyze the proposed Reservoir Expansion Project over the past several years, including through the preparation of the draft B.F. Sisk Dam Raise and Reservoir Expansion Project Environmental Impact Report/ Supplemental Environmental Impact Statement, Feasibility Report, and Addendum to the Feasibility Report; and

WHEREAS, the Water Authority has also executed a cost share agreement with Reclamation regarding collaboration on the planning, preliminary design, and environmental compliance for the Reservoir Expansion Project, to seek potential storage benefits of the Project for Water Authority member agencies; and

WHEREAS, the Water Authority anticipates the need to cover costs for management of this effort and to execute an additional cost share agreement with Reclamation to cover cost sharing for the next phase of planning, permitting, and design activities related to the Project; and

WHEREAS, the Board has considered that certain form of the B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement (**Attachment 1**) setting forth the terms by which the certain members of the Water Authority are willing to participate in the benefits and are willing to incur the obligations of the anticipated cost share agreement, through the joint exercise of the powers common to each of the parties; and

WHEREAS, authorizing execution of the B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement does not legally bind or otherwise commit the Water Authority or the Activity Agreement Members to participate in or otherwise proceed with the Reservoir

Expansion Project, and further, executing the B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement is an administrative and organizational action that will not result in a direct change in the environment or a reasonably foreseeable indirect change to the environment, and thus does not constitute a project under the California Environmental Quality Act (CEQA Guidelines Section 15378(b)(5)).

NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS, THAT:

Section 1. The facts stated in the recitals above are true and correct, and the Board so finds and determines.

Section 2. The Board hereby authorizes the Executive Director to execute the B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement in substantially the form presented to the Board, subject to such additions, deletions, and other revisions as the said Executive Director shall approve prior to execution and further subject to the contingencies described in Section 3 of this Resolution.

Section 3. The authorization conferred by this Resolution, and the documents executed in reliance upon it, shall be contingent upon the occurrence of the following actions: (1) the passage of sixty (60) days from the adoption date of this Resolution, and (2) at least two (2) members of the Water Authority executing the Activity Agreement.

Section 4. In the event the contingencies described in Section 3 fails to occur, the authorization conferred by this Resolution for which the contingency is not satisfied is revoked *ab initio* as to the document not achieving the signatures as required by said Section 3, and any documents executed by the Water Authority in reliance upon it shall have no binding force or effect.

Section 5. The Executive Director, Chief Operating Officer, or such Water Authority employee or consultant as either of such officers may designate, is further authorized and directed to take such additional steps, and to execute such additional documents, as may be required or reasonably necessary to the completion of the activities authorized by this Resolution, subject to the budgets and approvals as set forth in the respective documents.

PASSED, APPROVED AND ADOPTED this 10th day of March, 2022, by the Board of Directors of the San Luis & Delta-Mendota Water Authority.



Cannon Michael, Chairman
San Luis & Delta-Mendota Water Authority

Attest:



Federico Barajas, Secretary

I hereby certify that the foregoing Resolution No. 2022-506 was duly and regularly adopted by the Board of Directors of the San Luis & Delta-Mendota Water Authority at the meeting thereof held on the 10th day of March, 2022.



Federico Barajas, Secretary

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
B.F. SISK DAM RAISE AND RESERVOIR EXPANSION PROJECT
ACTIVITY AGREEMENT

This **B.F. SISK DAM RAISE AND RESERVOIR EXPANSION PROJECT ACTIVITY AGREEMENT** (“**Activity Agreement**”) is entered into and made effective as of this ____ day of 2022 (“**Effective Date**”), by and among the San Luis & Delta-Mendota Water Authority, a joint powers agency of the State of California (“**Authority**”), and its members who execute this Agreement, who are hereinafter referred to jointly by the plural term “**Activity Agreement Members**.” Capitalized terms used in this Activity Agreement shall have the meanings set forth in Section 2 below.

1. RECITALS

A. The parties to this Activity Agreement, together with certain other local agencies, have entered into an amended and restated Joint Exercise of Powers Agreement-San Luis & Delta-Mendota Water Authority dated as of January 1, 1992 (the “**JPA**” or “**JPA Agreement**”), by and among the parties indicated therein, establishing the Authority for the purpose of exercising the common powers of the Activity Agreement Members, including those powers described in this Activity Agreement.

B. The Activity Agreement Members are each empowered, among other powers, to provide water service to lands within their boundaries; to operate and maintain works and facilities for the development, distribution, and use of water for irrigation and for any drainage or reclamation works connected therewith or incidental thereto and/or to operate and maintain works and facilities for the development, distribution and use of water for municipal and industrial use; to contract with the United States, the State, and other public agencies and, effective January 1, 1995, with mutual water companies, for such purposes; to control the quality of water accepted into their respective systems; to exercise powers related to the construction, operation, or maintenance of water storage and delivery facilities; and to adopt rules and regulations necessary to the exercise of such powers.

C. The Activity Agreement Members have each entered into contracts with the United States for water from the Central Valley Project (“**CVP**”) and receive water conveyed through the Delta-Mendota Canal, the San Luis Canal, and/or the Pacheco Pumping Plant and Tunnel.

D. For several years to come, because of hydrologic conditions and/or regulatory constraints, the operation of the CVP by the United State Bureau of Reclamation (“**Reclamation**”) will likely result in shortages of supply, which would result in less water being made available to the members of the Authority than required to meet the demands of their customers.

E. The Authority has authorized execution of a series of cost-share agreements with federal parties regarding collaboration on the planning, preliminary design, and environmental compliance for the B.F. Sisk Dam Raise and Reservoir Expansion Project (“**Reservoir Expansion Project**” or “**Project**”), to seek potential storage benefits of the Project for Authority member agencies.

F. Authority member agencies, including the Activity Agreement Members, have paid the costs associated with planning to date.

G. The Authority, together with Reclamation, has considered the feasibility of the Reservoir Expansion Project to, among other things, increase long-term reliability and quantity of yearly allocations to south-of-Delta CVP contractors dependent on San Luis Reservoir, increase the certainty of access to supplies stored by south-of-Delta CVP contractors in San Luis Reservoir in subsequent water years, and provide additional surface water access during drought periods, while maintaining benefits from the existing San Luis Reservoir.

H. The planning to date for the Project included, but was not limited to, planning for the construction of an expanded San Luis Reservoir with a total additional capacity of 130,000 acre-feet, and related modification to Highway 152.

I. The Authority anticipates the need to hire a Project Management Consultant to manage this effort and to execute a cost share agreement with Reclamation for Reservoir Expansion Project Planning (“**Cost Share Agreement**”) in the near future, for the purpose of providing cost-sharing to complete planning, permitting, and design activities related to the Project. For design activities, the separate project components are the Sisk Dam Raise, Recreation Sites, Tower, Highway 152, bridge, and spillway. The Cost Share Agreement will specify the components on which Reclamation will take the design lead and on which the Authority will take the lead. Subsequent amendments would be expected for construction related activities.

J. Individual Authority member agencies desire to provide cost-sharing, including through the Authority’s execution of the anticipated Cost Share Agreement on their behalf.

K. Each of the parties to this Activity Agreement desires to participate in the benefits and incur the obligations associated with project management and the anticipated Cost Share Agreement, through the joint exercise of their common powers under this Activity Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the true and correct facts recited above, and of the covenants, terms, and conditions set forth herein, the Activity Agreement Members and the Authority agree as follows:

2. DEFINITIONS

2.1. **“Activity Agreement”** or **“Agreement”** shall mean this B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement.

2.2. **“Activity Agreement Expenses”** shall mean all expenses directly incurred by the Authority pursuant to this Activity Agreement and any agreements executed in conjunction with this Activity Agreement, together with a share of Authority Operating Costs allocable to Members of this Activity Agreement and allocable to any Non-Member Participating Parties through Memoranda of Understanding executed in conjunction with this Activity Agreement.

2.3. **“Activity Agreement Member”** shall mean a member of the Authority who is signatory to this Activity Agreement. The Activity Agreement Members are listed on Exhibit “A” attached hereto.

2.4. **“Activity Participants”** shall mean the Activity Agreement Members and the Non-Member Participating Parties, as defined below.

2.5. **“Administration Agreements”** shall mean those certain agreements between the Authority and Activity Agreement Members for the undertaking of activities and sharing of costs and benefits pursuant to Sections 22 and 23 of the JPA.

2.6. **“Authority”** shall mean the San Luis & Delta-Mendota Water Authority.

2.7. **“Authority Operating Costs”** shall mean the Authority’s rent and other occupancy charges, acquisition costs of office furniture and equipment, including telephone, telecopy, photocopy, cost of cars and other vehicles, insurance premiums, salaries and wages of employees including payments in connection with retirement programs and other benefit programs, fees of

creditors, lawyers, engineers and other consultants, travel, telephone, telecopy, and photocopy expenses, and any other general administrative expenses.

2.8. **“Board of Directors”** shall mean the Board of Directors of the San Luis & Delta-Mendota Water Authority.

2.9. **“Cost Share Agreement”** shall mean the Cost Share Agreement for the B.F. Sisk Dam Raise and Reservoir Expansion Project planning entered into by the Authority on behalf of the Activity Agreement Members.

2.10. **“Fiscal Year”** shall mean the Authority’s March 1 – February 28/29 fiscal year.

2.11. **“JPA”** or **“JPA Agreement”** shall mean that certain Joint Exercise of Powers Agreement effective January 1, 1992, establishing the Authority, as has been and may be amended or restated over time.

2.12. **“Memorandum of Understanding”** or **“MOU”** shall mean an agreement in the form approved by the Activity Agreement Members and Authority Board of Directors between the Authority and a local agency, city, county, or mutual water company that is not a member of the Authority but which desires to participate in this Activity Agreement as a Non-Member Participating Party; **“Memoranda of Agreement”** or **“MOUs”** shall refer collectively to all such Memoranda of Understanding.

2.13. **“Non-Member Participating Party”** shall mean a local agency, city, county, or mutual water company that is not a member of the Authority but which by execution of an MOU agrees to undertake the same obligations and is accorded the same benefits as a member of the Authority that has executed this Activity Agreement. The Non-Member Participating Parties are listed on Exhibit “A” attached hereto.

2.14. **“Participation Percentage”** shall mean each Activity Participant’s allocated share of Activity Agreement Expenses determined as described in Section 10 of this Agreement and set forth on Exhibit “B” as updated from time to time.

2.15. **“Reservoir Expansion Project”** or **“Project”** shall mean the proposed project pertaining to the planning, design, permitting, and other preconstruction activities associated with the B.F. Sisk Dam Raise and Reservoir Expansion Project.

3. PURPOSE OF AGREEMENT

3.1. The purpose of this Activity Agreement is to allow, through the joint exercise of some or all of the common powers of the Activity Agreement Members described in the Recitals above, as appropriate, the Activity Agreement Members to participate through the Authority in the benefits and obligations associated with project management and the anticipated Cost Share Agreement under the terms set forth herein. The Activity Agreement Members anticipate that amendments or additional agreements may be required to progress the Project past planning and design and into construction and operation.

3.2. The parties acknowledge and agree that the Authority's role in this Activity Agreement is to: 1) provide the umbrella joint powers agreement pursuant to which the parties may exercise their common powers and to provide coordinated services at the expense of the Activity Agreement Members; 2) negotiate, implement, and administer the anticipated Cost Share Agreement in coordination with the Activity Agreement Members; 3) provide administrative services for implementation of the Cost Share Agreement, including, but not limited to, providing notices, billing, and accounting services to the Activity Agreement Members during the term hereof; and 4) undertake such additional activities and responsibilities, including project management and supervision of project management as may be requested and funded by the Activity Agreement Members.

4. ORGANIZATION

The business of this Activity Agreement shall be conducted by the Authority at large and therefore be governed by the Board of Directors of the Authority. However, it is recognized that at some time in the future the Activity Agreement Members may wish to form a separate body specifically for the purpose of directing the business of the Activity Agreement. Within eighteen (18) months of the Effective Date, the Activity Agreement Members will evaluate whether to facilitate the formation of an Activity Agreement steering committee. If the Activity Agreement Members unanimously agree, upon that agreement, the Board of Directors of the Authority will consider establishing the organizational structure proposed by the Activity Agreement Members, which will be described in an amendment to this Activity Agreement, and that organizational structure may then serve as the governing body for this Activity Agreement.

5. ROLE OF AUTHORITY; POWERS RESERVED TO BOARD OF DIRECTORS AND LIMITATIONS THEREON

5.1. Role of the Authority. The role of the Authority under this Activity Agreement will be to provide, through Authority staff or contracts with consultants, coordinated services to assist the Activity Participants in conducting the activities contemplated by this Agreement. The Authority will provide only those services supported with funding from the Activity Participants, grant funding, or other means that will not impose costs on members of the Authority that are not Activity Agreement Members, in accordance with budgets recommended by staff, and approved by the Activity Participants and the Board of Directors, as more specifically provided under the terms of this Agreement.

5.2. Powers Reserved to Board of Directors and Limitations Thereon.

a) The Board of Directors shall have ultimate approval authority over all Activity Agreement annual budgets based upon the recommendation of staff and approval of the Activity Participants; provided, the Board of Directors may only alter an Activity Agreement annual budget in a manner consistent with the Activity Participants' recommendation.

b) The Board of Directors shall have the right, upon recommendation of or in consultation with staff, and the approval of Activity Participants, to approve all amendments to this Activity Agreement, including any amendment terminating the Activity Agreement, and to approve the MOU with each entity seeking to become a Non-Member Participating Party; provided, that no amendment of this Activity Agreement shall be required to add new Activity Agreement Members prior to May 9, 2022.

c) The Board of Directors shall have the right, upon the recommendation of or in consultation with staff, and the approval of Activity Participants, in the form of formal Board action, to authorize execution of all agreements relating to the Reservoir Expansion Project.

d) The Board of Directors shall have the right, upon the recommendation of or in consultation with staff, and the approval of Activity Participants, to act on any claims and to make decisions concerning the prosecution of, defense of, or other participation in actions or proceedings at law brought against the Authority arising from this Activity Agreement; provided if that action is taken at the request of the Activity Participants then the costs for such action shall be borne by the Activity Participants.

e) The Board of Directors delegates to staff the power to conduct the activities described in this Activity Agreement pursuant to the terms of this Activity Agreement and MOUs, without the required approval of the Board of Directors except as specifically provided in this Section 5.2. This delegation shall specifically include, but not be limited to, the power to enter into contracts within approved Activity Agreement budgets.

6. APPROVAL BY AN ACTIVITY PARTICIPANT OR ACTIVITY PARTICIPANTS

6.1. When the terms of this Activity Agreement or applicable law require the approval of an Activity Participant, written documentation of such approval, whether by Resolution, motion, or other form of authorization, must be provided to the Authority and to each of the other Activity Participants.

a) For actions requiring the approval of only the particular Activity Participant, approval by such Activity Participant is required.

b) When approval of the Activity Participants is required for a particular action, unanimous approval of the Activity Participants will be required relative to the following actions:

6.1.b.1. Admitting a new Activity Agreement Members following the expiration of the date in Section 5.2.b and Section 15.1;

6.1.b.2. Admitting a Non-Member Participating Party at any time;

6.1.b.3. Establishing or modifying the Participant Percentage applicable to the Activity Participants; and

6.1.b.4. Amendment of this Activity Agreement.

c) For all other actions that require approval of the Activity Participants, including approval of an annual budget, the approval of a majority of the Activity Participants will constitute approval of the action.

7. BUDGETARY RESPONSIBILITIES

To the extent that the Authority prepares budgets for this Activity Agreement, the Authority shall coordinate with Activity Participants in the development of any such budgets for the activities authorized by this Activity Agreement, annually or more frequently as needed, for presentation to the Board of Directors of the Authority in accordance with Section 22 of the JPA Agreement. The Authority staff will not present to the Board of Directors a budget for this Activity Agreement unless and until supported by each of the Activity Participants. Budgeted amounts for this Activity

Agreement will be collected through the invoicing process described in Section 10 of this Activity Agreement, and, provided each of the Activity Participants is in agreement, formal amendment of such budgets through Board of Directors of the Authority approval is not required for adjustments of expenditure for activities authorized by this Activity Agreement.

7.1. Initial Budget. To initially fund the budget for this Activity Agreement, the Activity Participants agree to contribute a total of \$1,000,000 according to the Participation Percentages referenced in Section 10 below and described in Exhibit “B” to this Activity Agreement. This initial budget amount will be used, among other purposes, to reimburse the Authority for costs paid to support the Reservoir Expansion Project from March 1, 2022 onward using funds from the Authority’s Fiscal Year 2023 Leg/Ops budget.

7.2. Subsequent Invoicing.

a) The Authority shall invoice each of the Activity Agreement Members for all Activity Agreement Expenses in their respective Participation Percentages on the same schedule as it utilizes for collecting membership dues to implement the Authority budget for each March 1 through February 28/29 fiscal year, generally twice yearly in mid-March and August of each year. Payments are due thirty (30) days following the receipt of the Authority’s invoice.

b) The Authority shall promptly invoice each of the Activity Agreement Members for any additional expenses (e.g. under the anticipated Cost Sharing Agreement), with payments due thirty (30) days following the receipt of the Authority’s invoice.

7.3. Budget to Actual Adjustments. The Authority shall true up budgeted amounts collected from the Activity Participants, grant funding, or other means to actual expenditures annually following the end of each fiscal year. Any over-payments between budgeted and actual expenditures, taking into account any year-end carryover reserve, shall be credited or refunded to each Activity Participant for the period through February 28, 2023, and for each year thereafter, based upon its Participation Percentage. Each Activity Participant shall be billed for any under-payment following the true-up, with payment due thirty (30) days after the invoice is received.

7.4. Funding of Any Future Debt Obligations. To the extent the Authority incurs debt obligations to meet its financial obligations under the anticipated Cost Sharing Agreement, the Activity Agreement Members hereby agree to pay to the Authority their respective shares of costs incurred by the Authority via (1) direct payment (cash) in accordance with any adopted repayment

schedule, or (2) payment of debt service consistent with any adopted repayment schedule. The Activity Agreement Members agree that amendment of this Activity Agreement may be required before any such debt obligations are incurred to finance future planning and design of the Project.

8. ACCOUNTABILITY, REPORTS, AND AUDITS

8.1. Full books and accounts for this Activity Agreement shall be maintained by the Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for public entities. The books and records shall be open to inspection by the Activity Participants at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

8.2. There shall be strict accountability of all funds deposited on behalf of the Activity Agreement with the Authority. The Treasurer of the Authority, directly or acting through its Accounting Department, shall provide regular reports of Activity Agreement accounts. Funds of the Activity Agreement shall be subject to audit by the official auditor of the Authority. An Activity Participant may request an independent audit of the Activity Agreement funds; such audit shall be conducted at the expense of the requesting Activity Participant.

9. ACTIVITY AGREEMENT EXPENSES AND ALLOCATION OF OPERATING COSTS

9.1. The Authority and the Activity Participants agree that all Activity Agreement Expenses incurred by the Authority under this Activity Agreement are the costs of the Activity Participants, and not of the Authority, and shall be paid by the Activity Participants. Activity Agreement Members and Non-Member Participating Agencies, if any, shall be primarily responsible for determining, among themselves, a fair and equitable apportionment of Activity Agreement Expenses at all stages of the Project and throughout the term of this Activity Agreement.

9.2. The Activity Participants further agree that the Board of Directors is authorized to allocate a share of Authority Operating Costs, which includes a portion of costs addressed by the Administration Agreements, as part of the Activity Agreement Expenses to cover the cost to the Authority of administering this Activity Agreement.

10. PARTICIPATION PERCENTAGES

10.1. Initial Participation Percentages. Beginning with costs incurred by the Authority on or after March 1, 2022, each Activity Agreement Member agrees to reimburse the Authority for that member's share of the actual costs due by the Authority under the anticipated Cost Sharing

Agreement, plus that member's share of any Activity Agreement Expenses (e.g. project management costs, Authority staff time costs, etc.). Each Activity Agreement Member's share will be based on the following formula:

[Activity Agreement Member's CVP Contract Total]

Divided by

[Contract Total of all Activity Agreement Members' CVP Contracts]

For example, if there are four (4) Activity Agreement Members, three of which hold CVP contracts for 20,000 acre-feet, and one of which hold CVP contractors for 40,000 acre-feet, the respective participation percentages would be 20%, 20%, 20%, and 40%.

10.2. Changing Participation Percentages. The Participation Percentages will be reconsidered and may be revised in each of the following circumstances:

- a) Execution of Cost Share Agreement;
- b) Addition of Activity Participant(s); and
- c) Withdrawal of Activity Participant(s). Upon the withdrawal of one or more

Activity Participants pursuant to Section 14, the remaining Activity Participants agree that each of them will be allocated a proportionate share of all Activity Agreement Expenses and any associated interests in the Reservoir Expansion Project. Any Activity Participant may be relieved of its obligation to assume the additional proportionate share created by the withdrawal of an Activity Participant if (1) the remaining Activity Participants agree to proportionately assume the withdrawing Activity Participant's share of obligations and benefits, or (2) the Activity Participant is able to assign its proportionate share to another Activity Participant. Any such assignment will occur in accordance with Article 16.3 below.

In addition to the circumstances listed above, the Participation Percentages may be revised at other times if the Activity Participants unanimously agree to a revision.

10.3. Ongoing Documentation of Participation Percentages. The Participation Percentages of each Activity Participant shall be dated and attached as Exhibit "B" to this Activity Agreement, effective upon the date approved by all Parties, without any further amendment of this Agreement being required. Any further amendments to Exhibit "B" may be made using the

procedure included in this Section 10 without any further separate amendment of this Activity Agreement being required.

11. SOURCE OF PAYMENTS

Each Activity Participant agrees that it will timely take actions necessary to provide sufficient money to meet its obligations hereunder. Each Activity Participant hereby confirms that the Authority and other Activity Participants are third party beneficiaries of such Activity Participant's obligations under this Agreement and may take such actions in law or in equity as may be desirable to enforce payments hereunder.

12. INDEMNIFICATION OF AUTHORITY MEMBERS WHO DO NOT PARTICIPATE IN THIS ACTIVITY AGREEMENT

The Activity Participants shall hold the Authority and each of its members who are not Activity Participants, free and harmless from and indemnify each of them against any and all costs, losses, damages, claims, and liabilities arising actions or inactions taken under this Activity Agreement or the MOUs. This indemnification obligation includes the obligation of the Activity Participants to defend the Authority, and all members of the Authority that are not participants in this Activity Agreement, at the sole expense of the Activity Participants, in any action or proceeding brought against the Authority or any of its members not participating in this Activity Agreement, to recover any such costs, losses, damages, claims, or liabilities arising from this Activity Agreement, as well as the obligation to pay for any and all costs of litigation incurred by the Authority as a result of entering into this Activity Agreement. Such costs may include, but are not limited to, attorneys' fees and costs incurred by the Authority pursuant to approved budgets to defend its provision of services under this Activity Agreement.

13. TERM

This Activity Agreement shall take effect on May 9, 2022 ("**Effective Date**"), assuming execution by at least two (2) Authority members prior to that date, and shall remain in full force and effect until this Activity Agreement is rescinded or terminated by the Authority and the Activity Agreement Members, with approval by the Non-Member Participating Parties, if any.

14. WITHDRAWAL FROM FURTHER PARTICIPATION

14.1. An Activity Participant may withdraw from this Activity Agreement at any time by providing written notice to the Authority and the other Activity Participants. The withdrawal shall be effective fifteen (15) days after sending the written notice. A withdrawing Activity Participant

shall be responsible for its share of the costs incurred through the effective date of its withdrawal and shall not be entitled to a return of any money paid pursuant to Section 10. However, if a withdrawing Activity Participant withdraws prior to execution of the anticipated Cost Share Agreement, the withdrawing Activity Participant shall have no obligation to pay any future share of the Authority's cost under the anticipated Cost Share Agreement or any additional Activity Agreement Expenses.

14.2. If the Authority withdraws from the anticipated Cost Share Agreement and, Reclamation returns to the Authority any money paid, the Authority shall use its best efforts to ensure that money is refunded proportionately to the Activity Agreement Members that initially contributed it.

15. INITIAL MEMBERSHIP/ADMISSION OF NEW MEMBERS

15.1. Authority Members. Members of the Authority may become Members of this Activity Agreement without Board action through May 9, 2022. After May 9, 2022, admission of new Members shall require amendment of this Activity Agreement and approval by the Board of Directors and the Activity Agreement Members. Such approval of new Members will include terms, if necessary, to ensure the Activity Participants do not bear undue financial obligations, e.g., payment of a proportionate share of the costs previously paid and opportunity costs by Activity Agreement Members under this Activity Agreement.

15.2. Non-Authority Members. A local agency, city, county, or mutual water company that is not a member of the Authority may become a Non-Member Participating Party (and Activity Participant) at any time following the Effective Date, if the existing Activity Agreement Members unanimously approve the admission of the Non-Member Participating Party. Such admission will occur through execution of a MOU and action by the Board of Directors. Such MOU, as appropriate, will include terms, if necessary, to ensure that existing Activity Participants do not bear undue financial obligations, e.g., payment of an equal share of the costs previously paid and opportunity costs by Activity Participants under this Activity Agreement.

15.3. Documentation. The admission of any Activity Participant pursuant to this section shall be documented by that new Activity Agreement Member signing this Activity Agreement or that new Non-Member Participating Party entering into a MOU with the Authority, subject to this Activity Agreement. Upon admission of a new Activity Participant, the parties shall agree to the

participation percentage of such new Activity Participant, to be documented in the above-referenced amendment or MOU and Exhibit “B” to this Activity Agreement.

16. MISCELLANEOUS

16.1. California Environmental Quality Act. The physical, operational, and financial details of the Reservoir Expansion Project have been analyzed by the Authority as lead agency pursuant to the California Environmental Quality Act (“CEQA”) in the Final Environmental Impact Statement/Final Environmental Impact Report (“EIR”). The Authority has not yet certified the EIR or approved the Reservoir Expansion Project, but plans to do so in the near future. The Authority plans to concurrently consider adoption of CEQA Findings of Fact, Mitigation Measures, a Mitigation Monitoring and Reporting Program, and a Statement of Overriding Considerations. The Authority and/or Activity Participants and other public agencies may be responsible agencies under CEQA for actions related to the Reservoir Expansion Project; however, the actions contemplated by this Activity Agreement have no potential for physical effects on the environment. Each potential improvement, project, and/or activity subject to this Activity Agreement or other related agreements, have been or will be fully evaluated in compliance with CEQA, as applicable. This Activity Agreement does not, and is not intended to, bind any party to a definite course of action or limit in any manner the discretion of the Authority and/or Activity Participants, or any other public agency, as applicable, in connection with consideration of agreements relating to the Reservoir Expansion Project, including without limitation, all required environmental review, all required public notice and proceedings, consideration of comments received, and the Authority’s and/or Activity Participants’ or other public agencies’ evaluation of mitigation measures and alternatives including the “no project” alternative.

16.2. Amendments. This Agreement may be amended in writing by the Authority and the Activity Agreement Members, with approval from the Non-Member Participating Parties, if any.

16.3. Assignment; Binding on Successors. Except as otherwise provided in this Activity Agreement, the rights and duties of the Activity Participants may not be assigned or delegated without the written consent of the Authority and other Activity Participants. Any attempt to assign or delegate such rights or duties in contravention of this Activity Agreement shall be null and void. Any approved assignment or delegation shall be (1) consistent with the terms of any contracts, resolutions, indemnities, and other obligations of the Authority then in effect, and (2) limited to an

assignment to an existing Activity Participant. This Activity Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Authority and the Activity Participants.

16.4. Counterparts. This Activity Agreement may be executed by the Authority and the Activity Agreement Members in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

16.5. Choice of Law. This Activity Agreement shall be governed by the laws of the State of California.

16.6. Severability. If one or more clauses, sentences, paragraphs or provisions of this Activity Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Activity Agreement Members and the Authority that the remainder of the Activity Agreement shall not be affected thereby.

16.7. Headings. The titles of sections of this Activity Agreement are for convenience only and no presumption or implication of the intent of the parties as to the construction of this Activity Agreement shall be drawn therefrom.

16.8. Reasonable Cooperation. Activity Participants will reasonably cooperate with each other and the Authority to perform the obligations under this Activity Agreement and to carry out the purpose and intent of this Activity Agreement.

IN WITNESS WHEREOF, the Members and the Authority have executed this Activity Agreement as of the date appearing next to their respective signature lines:

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

ACTIVITY AGREEMENT MEMBERS

Agency Name: _____

Agency Name: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Agency Name: _____

Agency Name: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Agency Name: _____

Agency Name: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

B.F. SISK DAM RAISE AND RESERVOIR EXPANSION PROJECT ACTIVITY AGREEMENT MEMBERS AND NON-MEMBER PARTICIPATING PARTIES

Agency Name	Participation Status (AA Member or Non-Member Participating Party)

EXHIBIT B
ALLOCATION OF EXPENSES AMONG ACTIVITY PARTICIPANTS

Activity Participants	Allocation (%)

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2022-_____

ADOPT A RESOLUTION TO 1) AUTHORIZE STAFF TO INITIATE THE PROCESS OF PARTICIPATING IN THE PROPOSED B.F. SISK DAM RAISE & RESERVOIR EXPANSION PROJECT FOR WATER STORAGE, 2) APPROPRIATE \$35,000 FROM THE WATER FUND RESERVES TO PAY FAIR-SHARE START UP COSTS AND, 3) AUTHORIZE THE CITY MANAGER TO EXECUTE THE PROJECT ACTIVITY AGREEMENT

WHEREAS, the City has a robust and reliable water supply portfolio; and

WHEREAS, curtailments of water supplies by the United States Bureau of Reclamation (USBR) during this year's drought and the potential of more severe curtailments during future droughts, may result in significant impacts on the City's water supplies as shown in the City's 2020 Urban Water Management Plan; and

WHEREAS, to minimize such impacts and allow the City of Tracy to continue to provide reliable water supplies to its community, staff is exploring various sources of water supply and storage; and

WHEREAS, the proposed B.F. Sisk Dam Raise & Reservoir Expansion by the USBR and the San Luis Delta Mendota Water Authority (Authority) provides a reliable option for storage of excess water during the wet season and use during drought conditions; and

WHEREAS, the Dam and Reservoir are located approximately 50 miles south of Tracy; and

WHEREAS, the proposed expansion of the B.F. Sisk Dam Raise and Reservoir Expansion provides an opportunity to the City for storage of water in the proposed expansion of the reservoir during wet years for use during the droughts; and

WHEREAS, if the City participates in this project, water will be delivered to the City's John Jones Water Treatment Plant from Delta Mendota Canal through an exchange agreement with the USBR and other participating agencies; and

WHEREAS, the total cost of this expansion project is estimated at \$1 Billion; and

WHEREAS, the City's fair share of 5,000 Acre Feet capacity is estimated at \$38 million at this time; and

WHEREAS, the City's fair share cost will be further decreased if the project receives federal and state grants; and

WHEREAS, the City will have the opportunity to opt out from this project at any time for any reason before committing to construction funding; and now, therefore, be it

RESOLVED, that the City Council of the City of Tracy, by resolution 1) authorizes staff to initiate the process to participate in the proposed B.F. Sisk Dam Raise and Reservoir Expansion Project for water storage, 2) appropriate \$35,000 from the Water Fund Reserves to pay fair-share startup costs and 3) authorize the City Manager to execute the Project Activity Agreement.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on June 24, 2022, 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

AGENDA ITEM 1.D

REQUEST

AUTHORIZE AMENDMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION PLANS, MASTER SALARY SCHEDULE RELATING TO THE REAL PROPERTY AGENT, DIRECTOR OF OPERATIONS AND UTILITIES, ASSISTANT DIRECTOR OF UTILITIES, ASSISTANT DIRECTOR OF OPERATIONS, POLICE HOMELESS OUTREACH COORDINATOR, MAINTENANCE WORKER I/II AND ENVIRONMENTAL COMPLIANCE TECHNICIAN

EXECUTIVE SUMMARY

The City's Classification and Compensation Plans and Master Salary Schedule contain the job descriptions and classifications of all City personnel, as well as salary ranges. This report recommends the establishment of five (5) new classifications for Real Property Agent, Director of Operations and Utilities, Assistant Director of Utilities, Assistant Director of Operations, Police Homeless Outreach Coordinator, revising the existing classifications of Maintenance Worker I/II and Environmental Compliance Technician and amending the City's Classification and Compensation Plan and Master Salary Schedule relating to these classifications.

DISCUSSION

Periodically, the Human Resources Department receives requests to review existing classification specifications or to develop new classification specifications in order to allow for changes that have occurred in areas such as job responsibilities, organizational structure, education, and experience, and/or service needs. Due to the City's organizational structure changes, new classifications were created to support the joining of the Utilities and Public Works Departments resulting in the creation of a new Utilities and Operations Department. Additionally, revisions were made to the existing Maintenance Worker I/II and Environmental Compliance Technician classifications to reflect the current work being performed by those incumbents.

NEW CLASSIFICATIONS

Real Property Agent

The City Manager's Office is in need of a classification to manage the ongoing activities related to the appraisal, negotiation, acquisition, sale, and disposal of the City's property. The real property management for the City is assigned to the City Manager's Office and is currently being completed on a part-time basis. Human Resources conducted a review of the work being performed by the part-time incumbent and it was determined a full-time allocation is necessary to keep track of the City's real-property-related items and projects associated with this scope of work.

Staff recommends creating the classification of Real Property Agent to support the ongoing needs of the City's Manager's Office. In addition to managing activities related to the appraisal, sale and acquisition, and disposal of real property, review property appraisals, and provide recommendations, this position will assist and provide information to property owners, coordinate real estate activities with the review of the City Attorney, and provide information to members of the public related to the real property-related items. This position will serve as a subject matter expert in this field and assist with other real property-related projects as needed by the City Manager's Office. The position will work independently and exercise significant independent judgment and initiative.

Staff recommends the monthly salary range for the Real Property Agent at \$7,257 - \$8,822 per month. The salary range recommendation was determined by a survey of comparable agencies with consideration of internal equities of similar classifications.

Director of Operations and Utilities

The Director of Operations and Utilities is a new department director classification responsible to oversee and direct all activities of the Operations and Utilities Department, which encompasses the public works and utilities operational functions of the City. This position is accountable for accomplishing departmental planning and operational goals and objectives and for furthering City goals and objectives.

Staff recommends the monthly salary range for the Director of Operations and Utilities at \$15,946 - \$19,379 per month. The salary range recommendation was determined by a survey of comparable agencies with consideration of internal equities of similar classifications.

Assistant Director of Operations

The Assistant Director of Operations is a new assistant department director classification responsible to oversee the day to day activities of the Operations Division of the Operations and Utilities Department, which encompasses the public works operational functions of the City. This position is accountable to the Department Director for accomplishing departmental planning and operational goals and objectives and for furthering City goals and objectives.

Staff recommends the monthly salary range for the Assistant Director of Operations at \$13,653 - \$16,596 per month. The salary range recommendation was determined by a survey of comparable agencies with consideration of internal equities of similar classifications.

Assistant Director of Utilities

The Assistant Director of Utilities is a new assistant department director classification responsible to oversee the day to day activities of the Utilities Division of the Operations and Utilities Department, which encompasses the utilities operational functions of the City. This position is accountable to the Department Director for accomplishing departmental planning and operational goals and objectives and for furthering City goals and objectives.

Staff recommends the monthly salary range for the Assistant Director of Utilities at \$13,653 - \$16,596 per month. The salary range recommendation was determined by a survey of comparable agencies with consideration of internal equities of similar classifications.

Police Homeless Outreach Coordinator

The Police Department is implementing a new "Familiar Faces Program" with the goal of utilizing community, County and State resources to divert unsheltered individuals from the streets by offering resources, transportation and housing options. The Police Homeless Outreach Coordinator is a new classification for the Community Services Division of the Police Department that will focus on identifying and establishing contact with unsheltered individuals to foster relationships and provide outreach services, resources and non-medical voluntary transportation to individuals.

Staff recommends the monthly salary range for the Police Homeless Outreach Coordinator at \$5,591 - \$6,795 per month. The salary range recommendation was determined by a survey of comparable agencies with consideration of internal equities of similar classifications.

EXISTING CLASSIFICATIONS

Maintenance Worker I/II

The meter reading assignment has been incorporated into the Maintenance Worker I/II classification specification from the classification of Meter Reader providing the department flexibility in the use of the position to meet operational needs. This includes essential functions such as using a hand-held meter-reading device to retrieve data from water meters and taking appropriate action to remedy issues.

There is no recommended salary changes associated with this update.

Environmental Compliance Technician

Human Resources received a request to review the Environmental Compliance Technician position as the department identified changes in job responsibilities and state certification requirements. A review of the position resulted in the addition of testing and repair of backflow prevention devices to the typical duties as well as adding the required certifications necessary to the areas of pre-treatment, water resources and water efficiency assignments. The years of related work experience were also increased from two years to three years, to align with industry standards for the classification.

A salary survey of comparator agencies was conducted for the Environmental Compliance Technician position based on the elevated experience and certification requirements. Staff is recommending a salary adjustment to reflect the enhanced experience and certification requirements as compared to similar positions in surrounding agencies. Staff

recommends the monthly salary range for the Environmental Compliance Technician be increased to \$5,355 - \$6,510 per month. The salary range recommendation was determined with consideration of internal equities of similar classifications.

In addition, staff provided the assigned bargaining units with the proposed job descriptions and salary ranges and the bargaining units agreed with the recommendation.

The Public Employees' Retirement Law governs the California Public Employees Retirement System (CalPERS) codified in Title 2 of the California Code of Regulations. Section 570.5 of the California Code of Regulations requires City Council approve the rate of pay or classification titles in a publicly available pay schedule for employees who are members of CalPERS. Under the City's Personnel Rules (Section 3.1.6), the City Council must approve the Classification and Compensation Plans and any amendments to said plans. State law requires that Council approve a Master Salary Schedule reflecting the salaries of all personnel.

The Master Salary Schedule (Attachment A) reflects the salary range for each new and revised classification discussed in this report. The Master Salary Schedule also reflects the cost of living salary increase for each bargaining unit, effective July 3, 2022, previously approved by Council resolution as follows:

- TPOA Resolution #2021-100
- TPMA Resolution #2021-117
- TFFA Resolution #2021-121
- SCFCOA Resolution #2021-118
- TMMBU Resolution #2021-101
- TTSSEA Resolution #2021-102
- Teamsters Resolution #2021-103
- CEU Resolution #2021-104
- Department Heads Resolution #2021-105

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy and Business Plan, and specifically implements the following goals and objectives:

Governance Strategy

Goal 1: Further develop an organization to attract, motivate, develop, and retain a high-quality, engaged, high-performing, and informed workforce.

Objective 1b: Affirm organizational values.

FISCAL IMPACT

This action amends the City's Classification and Compensation plan by establishing new specifications or revising the class specification for the positions contained in this report and does not amend the Position Control Roster. These changes have been included in the FY2022-23 proposed budget.

RECOMMENDATION

That the City Council, by resolution, authorize the Director of Human Resources to amend the City's Classification and Compensation Plans and Master Salary Schedule to reflect the changes described to establish the Real Property Agent, Director of Operations and Utilities, Assistant Director of Operations, Assistant Director of Utilities, and Police Homeless Outreach Coordinator and amend the Maintenance Worker I/II and Environmental Compliance Technician classifications.

Prepared by: JoAnn Weberg, Human Resources Manager

Reviewed by: Kimberly Murdaugh, Director of Human Resources
Karin Schnaider, Director of Finance

Approved by: Michael Rogers, City Manager

ATTACHMENTS:

- A – Master Salary Schedule Effective July 3, 2022
- B – Real Property Agent Classification
- C – Director of Operations and Utilities Classification
- D – Assistant Director of Utilities Classification
- E – Assistant Director of Operations Classification
- F – Police Homeless Outreach Coordinator Classification
- G – Maintenance Worker I/II Classification
- H – Environmental Compliance Technician Classification

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 07/03/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4112	Account Clerk	TTSSEA	A	2,176.60	4,715.97	56,591.60	27.2075
			B	2,285.44	4,951.79	59,421.44	28.5680
			C	2,399.70	5,199.35	62,392.20	29.9963
			D	2,519.69	5,459.33	65,511.94	31.4961
			E	2,645.68	5,732.31	68,787.68	33.0710
3106	Accountant*	TMMBU	A	3,422.14	7,414.64	88,975.64	42.7768
			B	3,593.25	7,785.38	93,424.50	44.9156
			C	3,772.91	8,174.64	98,095.66	47.1614
			D	3,961.54	8,583.34	103,000.04	49.5193
			E	4,159.62	9,012.51	108,150.12	51.9953
2520	Accounting Manager*	CONF	A	4,947.25	10,719.04	128,628.50	61.8406
			B	5,194.61	11,254.99	135,059.86	64.9326
			C	5,454.35	11,817.76	141,813.10	68.1794
			D	5,727.07	12,408.65	148,903.82	71.5884
			E	6,013.44	13,029.12	156,349.44	75.1680
4201	Accounting Technician	TTSSEA	A	2,676.79	5,799.71	69,596.54	33.4599
			B	2,810.65	6,089.74	73,076.90	35.1331
			C	2,951.17	6,394.20	76,730.42	36.8896
			D	3,098.74	6,713.94	80,567.24	38.7343
			E	3,253.69	7,049.66	84,595.94	40.6711
4102	Administrative Assistant	TTSSEA	A	2,166.98	4,695.12	56,341.48	27.0873
			B	2,275.31	4,929.84	59,158.06	28.4414
			C	2,389.09	5,176.36	62,116.34	29.8636
			D	2,508.53	5,435.15	65,221.78	31.3566
			E	2,633.95	5,706.89	68,482.70	32.9244
8102	Administrative Assistant - Confidential	CONF	A	2,220.71	4,811.54	57,738.46	27.7589
			B	2,331.73	5,052.08	60,624.98	29.1466
			C	2,448.32	5,304.69	63,656.32	30.6040
			D	2,570.75	5,569.96	66,839.50	32.1344
			E	2,699.28	5,848.44	70,181.28	33.7410
4107	Administrative Technician	TTSSEA	A	2,676.79	5,799.71	69,596.54	33.4599
			B	2,810.65	6,089.74	73,076.90	35.1331
			C	2,951.17	6,394.20	76,730.42	36.8896
			D	3,098.74	6,713.94	80,567.24	38.7343
			E	3,253.69	7,049.66	84,595.94	40.6711
3510	Airport Manager*	TMMBU	A	3,473.74	7,526.44	90,317.24	43.4218
			B	3,647.41	7,902.72	94,832.66	45.5926
			C	3,829.78	8,297.86	99,574.28	47.8723
			D	4,021.26	8,712.73	104,552.76	50.2658
			E	4,222.32	9,148.36	109,780.32	52.7790
5522	Animal Services Aide	TEAMSTERS	A	1,485.35	3,218.26	38,619.10	18.5669
			B	1,559.62	3,379.18	40,550.12	19.4953
			C	1,637.62	3,548.18	42,578.12	20.4703
			D	1,719.49	3,725.56	44,706.74	21.4936
			E	1,805.46	3,911.83	46,941.96	22.5683
3620	Animal Services Manager*	TMMBU	A	3,731.54	8,085.00	97,020.04	46.6443
			B	3,918.12	8,489.26	101,871.12	48.9765
			C	4,114.03	8,913.73	106,964.78	51.4254
			D	4,319.72	9,359.39	112,312.72	53.9965
			E	4,535.71	9,827.37	117,928.46	56.6964

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 07/03/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5521	Animal Services Officer I	TEAMSTERS	A	2,067.32	4,479.19	53,750.32	25.8415
			B	2,170.66	4,703.10	56,437.16	27.1333
			C	2,279.18	4,938.22	59,258.68	28.4898
			D	2,393.14	5,185.14	62,221.64	29.9143
			E	2,512.82	5,444.44	65,333.32	31.4103
5523	Animal Services Officer II	TEAMSTERS	A	2,269.74	4,917.77	59,013.24	28.3718
			B	2,383.22	5,163.64	61,963.72	29.7903
			C	2,502.40	5,421.87	65,062.40	31.2800
			D	2,627.51	5,692.94	68,315.26	32.8439
			E	2,758.91	5,977.64	71,731.66	34.4864
3621	Animal Services Supervisor	TMMBU NON EXEMPT	A	2,764.97	5,990.77	71,889.22	34.5621
			B	2,903.22	6,290.31	75,483.72	36.2903
			C	3,048.37	6,604.80	79,257.62	38.1046
			D	3,200.79	6,935.05	83,220.54	40.0099
			E	3,360.83	7,281.80	87,381.58	42.0104
2573	Assistant City Attorney*	CONF	A	6,298.08	13,645.84	163,750.08	78.7260
			B	6,612.97	14,328.10	171,937.22	82.6621
			C	6,943.62	15,044.51	180,534.12	86.7953
			D	7,290.80	15,796.73	189,560.80	91.1350
			E	7,655.33	16,586.55	199,038.58	95.6916
1502	Assistant City Manager*	DH	Min	9,173.88	19,876.74	238,520.89	114.6735
			Max	9,838.86	21,317.53	255,810.35	122.9858
2682	Assistant Director DES*	CONF	A	6,015.05	13,032.61	156,391.30	75.1881
			B	6,315.80	13,684.23	164,210.80	78.9475
			C	6,631.58	14,368.42	172,421.08	82.8948
			D	6,963.15	15,086.83	181,041.90	87.0394
			E	7,311.31	15,841.17	190,094.06	91.3914
2681	Assistant Director DES/City Engineer*	CONF	A	6,301.83	13,653.97	163,847.58	78.7729
			B	6,616.92	14,336.66	172,039.92	82.7115
			C	6,947.77	15,053.50	180,642.02	86.8471
			D	7,295.15	15,806.16	189,673.90	91.1894
			E	7,659.93	16,596.52	199,158.18	95.7491
2635	Assistant Director Operations*	CONF	A	6,301.83	13,653.96	163,847.54	78.7729
			B	6,616.92	14,336.65	172,039.81	82.7115
			C	6,947.77	15,053.51	180,642.08	86.8471
			D	7,295.15	15,806.16	189,673.90	91.1894
			E	7,659.93	16,596.52	199,158.31	95.7492
2636	Assistant Director Utilities*	CONF	A	6,301.83	13,653.96	163,847.54	78.7729
			B	6,616.92	14,336.65	172,039.81	82.7115
			C	6,947.77	15,053.51	180,642.08	86.8471
			D	7,295.15	15,806.16	189,673.90	91.1894
			E	7,659.93	16,596.52	199,158.31	95.7492
3302	Assistant Engineer*	TMMBU	A	3,577.55	7,751.36	93,016.30	44.7194
			B	3,756.40	8,138.87	97,666.40	46.9550
			C	3,944.23	8,545.83	102,549.98	49.3029
			D	4,141.44	8,973.12	107,677.44	51.7680
			E	4,348.52	9,421.79	113,061.52	54.3565

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 07/03/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5232	Assistant Planner	TEAMSTERS	A	2,969.79	6,434.55	77,214.54	37.1224
			B	3,118.28	6,756.27	81,075.28	38.9785
			C	3,274.19	7,094.08	85,128.94	40.9274
			D	3,437.90	7,448.78	89,385.40	42.9738
			E	3,609.80	7,821.23	93,854.80	45.1225
2580	Assistant to the City Manager*	CONF	A	4,947.25	10,719.04	128,628.50	61.8406
			B	5,194.61	11,254.99	135,059.86	64.9326
			C	5,454.35	11,817.76	141,813.10	68.1794
			D	5,727.07	12,408.65	148,903.82	71.5884
			E	6,013.44	13,029.12	156,349.44	75.1680
3333	Associate Engineer*	TMMBU	A	4,019.01	8,707.86	104,494.26	50.2376
			B	4,219.94	9,143.20	109,718.44	52.7493
			C	4,430.96	9,600.41	115,204.96	55.3870
			D	4,652.49	10,080.40	120,964.74	58.1561
			E	4,885.11	10,584.41	127,012.86	61.0639
3303	Associate Civil Engineer*	TMMBU	A	4,019.01	8,707.86	104,494.26	50.2376
			B	4,219.94	9,143.20	109,718.44	52.7493
			C	4,430.96	9,600.41	115,204.96	55.3870
			D	4,652.49	10,080.40	120,964.74	58.1561
			E	4,885.11	10,584.41	127,012.86	61.0639
3202	Associate Planner*	TMMBU	A	3,401.20	7,369.27	88,431.20	42.5150
			B	3,571.26	7,737.73	92,852.76	44.6408
			C	3,749.82	8,124.61	97,495.32	46.8728
			D	3,937.31	8,530.84	102,370.06	49.2164
			E	4,134.19	8,957.41	107,488.94	51.6774
4451	Box Office Assistant	TTSSEA	A	1,951.79	4,228.88	50,746.54	24.3974
			B	2,049.39	4,440.35	53,284.14	25.6174
			C	2,151.86	4,662.36	55,948.36	26.8983
			D	2,259.44	4,895.45	58,745.44	28.2430
			E	2,372.44	5,140.29	61,683.44	29.6555
4455	Box Office Coordinator	TTSSEA	A	2,580.47	5,591.02	67,092.22	32.2559
			B	2,709.51	5,870.61	70,447.26	33.8689
			C	2,844.97	6,164.10	73,969.22	35.5621
			D	2,987.22	6,472.31	77,667.72	37.3403
			E	3,136.58	6,795.92	81,551.08	39.2073
3104	Budget Officer*	CONF	A	4,569.96	9,901.58	118,818.96	57.1245
			B	4,798.45	10,396.64	124,759.70	59.9806
			C	5,038.37	10,916.47	130,997.62	62.9796
			D	5,290.30	11,462.32	137,547.80	66.1288
			E	5,554.82	12,035.44	144,425.32	69.4353
5211	Building Inspector I	TEAMSTERS	A	2,665.08	5,774.34	69,292.08	33.3135
			B	2,798.33	6,063.05	72,756.58	34.9791
			C	2,938.25	6,366.21	76,394.50	36.7281
			D	3,085.17	6,684.54	80,214.42	38.5646
			E	3,239.42	7,018.74	84,224.92	40.4928
5212	Building Inspector II	TEAMSTERS	A	3,403.75	7,374.79	88,497.50	42.5469
			B	3,573.95	7,743.56	92,922.70	44.6744
			C	3,752.63	8,130.70	97,568.38	46.9079
			D	3,940.27	8,537.25	102,447.02	49.2534
			E	4,137.26	8,964.06	107,568.76	51.7158

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 07/03/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5320	Building Maintenance Worker I	TEAMSTERS	A	2,261.97	4,900.94	58,811.22	28.2746
			B	2,375.08	5,146.01	61,752.08	29.6885
			C	2,493.84	5,403.32	64,839.84	31.1730
			D	2,618.53	5,673.48	68,081.78	32.7316
			E	2,749.46	5,957.16	71,485.96	34.3683
5321	Building Maintenance Worker II	TEAMSTERS	A	2,381.03	5,158.90	61,906.78	29.7629
			B	2,500.09	5,416.86	65,002.34	31.2511
			C	2,625.09	5,687.70	68,252.34	32.8136
			D	2,756.34	5,972.07	71,664.84	34.4543
			E	2,894.17	6,270.70	75,248.42	36.1771
3341	Building Official*	TMMBU	A	5,155.45	11,170.14	134,041.70	64.4431
			B	5,413.21	11,728.62	140,743.46	67.6651
			C	5,683.88	12,315.07	147,780.88	71.0485
			D	5,968.07	12,930.82	155,169.82	74.6009
			E	6,266.48	13,577.37	162,928.48	78.3310
4501	Building Permit Technician I	TTSSEA	A	2,471.54	5,355.00	64,260.04	30.8943
			B	2,595.13	5,622.78	67,473.38	32.4391
			C	2,724.87	5,903.89	70,846.62	34.0609
			D	2,861.12	6,199.09	74,389.12	35.7640
			E	3,004.18	6,509.06	78,108.68	37.5523
4502	Building Permit Technician II	TTSSEA	A	2,601.62	5,636.84	67,642.12	32.5203
			B	2,731.71	5,918.71	71,024.46	34.1464
			C	2,868.29	6,214.63	74,575.54	35.8536
			D	3,011.71	6,525.37	78,304.46	37.6464
			E	3,162.30	6,851.65	82,219.80	39.5288
1506	City Attorney*	CONTRACT		9,548.10	20,687.55	248,250.60	119.3513
3110	City Clerk*	TMMBU	A	4,580.59	9,924.61	119,095.34	57.2574
			B	4,809.63	10,420.87	125,050.38	60.1204
			C	5,050.10	10,941.88	131,302.60	63.1263
			D	5,302.60	11,488.97	137,867.60	66.2825
			E	5,567.73	12,063.42	144,760.98	69.5966
1102	City Council Member*			432.00	936.00	11,232.00	
1501	City Manager*	CONTRACT		10,396.82	22,526.44	270,317.32	129.9603
1112	City Treasurer*			496.16	1,075.01	12,900.16	
9107	Clerical	LS	A				15.0000
			B				15.7500
			C				16.5400
			D				17.3600
			E				18.2300
3155	Code Compliance Analyst*	TMMBU	A	3,607.67	7,816.62	93,799.42	45.0959
			B	3,788.05	8,207.44	98,489.30	47.3506
			C	3,977.45	8,617.81	103,413.70	49.7181
			D	4,176.33	9,048.72	108,584.58	52.2041
			E	4,385.15	9,501.16	114,013.90	54.8144
5202	Code Enforcement Officer	TEAMSTERS	A	2,752.99	5,964.81	71,577.74	34.4124
			B	2,890.63	6,263.03	75,156.38	36.1329
			C	3,035.17	6,576.20	78,914.42	37.9396
			D	3,186.92	6,904.99	82,859.92	39.8365
			E	3,346.27	7,250.25	87,003.02	41.8284

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 07/03/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3315	Community Preservation Manager*	TMMBU	A	4,019.01	8,707.86	104,494.26	50.2376
			B	4,219.94	9,143.20	109,718.44	52.7493
			C	4,430.96	9,600.41	115,204.96	55.3870
			D	4,652.49	10,080.40	120,964.74	58.1561
			E	4,885.11	10,584.41	127,012.86	61.0639
5513	Community Services Officer	TEAMSTERS	A	2,403.89	5,208.43	62,501.14	30.0486
			B	2,524.09	5,468.86	65,626.34	31.5511
			C	2,650.26	5,742.23	68,906.76	33.1283
			D	2,782.79	6,029.38	72,352.54	34.7849
			E	2,921.95	6,330.89	75,970.70	36.5244
5222	Construction Inspector I	TEAMSTERS	A	3,089.33	6,693.55	80,322.58	38.6166
			B	3,243.82	7,028.28	84,339.32	40.5478
			C	3,405.99	7,379.65	88,555.74	42.5749
			D	3,576.29	7,748.63	92,983.54	44.7036
			E	3,755.13	8,136.12	97,633.38	46.9391
5223	Construction Inspector II	TEAMSTERS	A	3,243.62	7,027.84	84,334.12	40.5453
			B	3,405.80	7,379.23	88,550.80	42.5725
			C	3,576.09	7,748.20	92,978.34	44.7011
			D	3,754.92	8,135.66	97,627.92	46.9365
			E	3,942.65	8,542.41	102,508.90	49.2831
4605	Crime Analyst	TTSSEA	A	2,920.43	6,327.60	75,931.18	36.5054
			B	3,066.45	6,643.98	79,727.70	38.3306
			C	3,219.79	6,976.21	83,714.54	40.2474
			D	3,380.78	7,325.02	87,900.28	42.2598
			E	3,549.80	7,691.23	92,294.80	44.3725
5514	Crime Prevention Specialist	TEAMSTERS	A	2,490.06	5,395.13	64,741.56	31.1258
			B	2,614.59	5,664.95	67,979.34	32.6824
			C	2,745.32	5,948.19	71,378.32	34.3165
			D	2,882.56	6,245.55	74,946.56	36.0320
			E	3,026.69	6,557.83	78,693.94	37.8336
3622	Crime Scene Property Unit Supervisor	TMMBU Non-Exempt	A	2,828.95	6,129.39	73,552.70	35.3619
			B	2,970.39	6,435.85	77,230.14	37.1299
			C	3,118.89	6,757.60	81,091.14	38.9861
			D	3,274.83	7,095.47	85,145.58	40.9354
			E	3,438.57	7,450.24	89,402.82	42.9821
5517	Crime Scene Technician	TEAMSTERS	A	2,696.73	5,842.92	70,114.98	33.7091
			B	2,831.54	6,135.00	73,620.04	35.3943
			C	2,973.13	6,441.78	77,301.38	37.1641
			D	3,121.79	6,763.88	81,166.54	39.0224
			E	3,277.88	7,102.07	85,224.88	40.9735
1108	Cultural Arts Commissioner	Stipend of \$50.00 per meeting					
3162	Cultural Arts Division Manager*	TMMBU	A	4,827.54	10,459.67	125,516.04	60.3443
			B	5,068.92	10,982.66	131,791.92	63.3615
			C	5,322.37	11,531.80	138,381.62	66.5296
			D	5,588.47	12,108.35	145,300.22	69.8559
			E	5,867.89	12,713.76	152,565.14	73.3486

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 07/03/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4459	Cultural Arts Program Coordinator	TTSSEA	A	2,580.47	5,591.02	67,092.22	32.2559
			B	2,709.51	5,870.61	70,447.26	33.8689
			C	2,844.97	6,164.10	73,969.22	35.5621
			D	2,987.22	6,472.31	77,667.72	37.3403
			E	3,136.58	6,795.92	81,551.08	39.2073
3524	Cultural Arts Supervisor*	TMMBU	A	3,731.54	8,085.00	97,020.04	46.6443
			B	3,918.12	8,489.26	101,871.12	48.9765
			C	4,114.03	8,913.73	106,964.78	51.4254
			D	4,319.72	9,359.39	112,312.72	53.9965
			E	4,535.71	9,827.37	117,928.46	56.6964
4461	Cultural Arts Technical Coordinator	TTSSEA	A	2,166.98	4,695.12	56,341.48	27.0873
			B	2,275.31	4,929.84	59,158.06	28.4414
			C	2,389.09	5,176.36	62,116.34	29.8636
			D	2,508.53	5,435.15	65,221.78	31.3566
			E	2,633.95	5,706.89	68,482.70	32.9244
3523	Cultural Arts Technical Supervisor*	TMMBU	A	3,097.74	6,711.77	80,541.24	38.7218
			B	3,252.64	7,047.39	84,568.64	40.6580
			C	3,415.26	7,399.73	88,796.76	42.6908
			D	3,586.03	7,769.73	93,236.78	44.8254
			E	3,765.34	8,158.24	97,898.84	47.0668
9552	D.A.R.E Officer	LS	A				36.3700
			B				38.1900
			C				40.1000
			D				42.1000
			E				44.2100
2571	Deputy City Attorney I*	CONF	A	4,944.78	10,713.69	128,564.28	61.8098
			B	5,192.02	11,249.38	134,992.52	64.9003
			C	5,451.63	11,811.87	141,742.38	68.1454
			D	5,724.21	12,402.46	148,829.46	71.5526
			E	6,010.41	13,022.56	156,270.66	75.1301
2572	Deputy City Attorney II*	CONF	A	5,439.27	11,785.09	141,421.02	67.9909
			B	5,711.24	12,374.35	148,492.24	71.3905
			C	5,996.80	12,993.07	155,916.80	74.9600
			D	6,296.65	13,642.74	163,712.90	78.7081
			E	6,611.47	14,324.85	171,898.22	82.6434
4116	Deputy City Clerk	TTSSEA	A	2,875.19	6,229.58	74,754.94	35.9399
			B	3,018.96	6,541.08	78,492.96	37.7370
			C	3,169.90	6,868.12	82,417.40	39.6238
			D	3,328.41	7,211.56	86,538.66	41.6051
			E	3,494.82	7,572.11	90,865.32	43.6853
1515	Director of Development Services *	DH	Min	7,359.88	15,946.41	191,356.86	91.9985
			Max	8,944.42	19,379.57	232,554.86	111.8053
1522	Director of Finance*	DH	Min	6,866.78	14,878.03	178,536.32	85.8348
			Max	8,339.89	18,069.77	216,837.24	104.2486
1518	Director of Human Resources*	DH	Min	6,866.78	14,878.03	178,536.32	85.8348
			Max	8,339.89	18,069.77	216,837.19	104.2486
1524	Director of Operations and Utilities*	DH	Min	7,359.88	15,946.41	191,356.86	91.9985
			Max	8,944.42	19,379.57	232,554.86	111.8053

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 07/03/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
1516	Director of Parks and Recreation*	DH	Min	6,866.78	14,878.03	178,536.32	85.8348
			Max	8,339.89	18,069.77	216,837.19	104.2486
1512	Director of Public Works*	DH	Min	6,866.78	14,878.03	178,536.32	85.8348
			Max	8,339.89	18,069.77	216,837.19	104.2486
1520	Director of Utilities*	DH	Min	7,359.88	15,946.41	191,356.86	91.9985
			Max	8,944.42	19,379.57	232,554.86	111.8053
3208	Economic Development Mgmt Analyst I*	TMMBU	A	3,137.18	6,797.22	81,566.68	39.2148
			B	3,294.03	7,137.07	85,644.78	41.1754
			C	3,458.74	7,493.94	89,927.24	43.2343
			D	3,631.67	7,868.62	94,423.42	45.3959
			E	3,813.26	8,262.06	99,144.76	47.6658
3209	Economic Development Mgmt Analyst II*	TMMBU	A	3,607.67	7,816.62	93,799.42	45.0959
			B	3,788.05	8,207.44	98,489.30	47.3506
			C	3,977.45	8,617.81	103,413.70	49.7181
			D	4,176.33	9,048.72	108,584.58	52.2041
			E	4,385.15	9,501.16	114,013.90	54.8144
3207	Economic Development Manager*	TMMBU	A	4,459.37	9,661.97	115,943.62	55.7421
			B	4,682.34	10,145.07	121,740.84	58.5293
			C	4,916.46	10,652.33	127,827.96	61.4558
			D	5,162.28	11,184.94	134,219.28	64.5285
			E	5,420.39	11,744.18	140,930.14	67.7549
5325	Electrician	TEAMSTERS	A	3,416.90	7,403.28	88,839.40	42.7113
			B	3,587.76	7,773.48	93,281.76	44.8470
			C	3,767.16	8,162.18	97,946.16	47.0895
			D	3,955.50	8,570.25	102,843.00	49.4438
			E	4,153.28	8,998.77	107,985.28	51.9160
5221	Engineering Technician I	TEAMSTERS	A	2,719.53	5,892.32	70,707.78	33.9941
			B	2,855.50	6,186.92	74,243.00	35.6938
			C	2,998.27	6,496.25	77,955.02	37.4784
			D	3,148.18	6,821.06	81,852.68	39.3523
			E	3,305.61	7,162.16	85,945.86	41.3201
5225	Engineering Technician II	TEAMSTERS	A	2,855.51	6,186.94	74,243.26	35.6939
			B	2,998.29	6,496.30	77,955.54	37.4786
			C	3,148.21	6,821.12	81,853.46	39.3526
			D	3,305.64	7,162.22	85,946.64	41.3205
			E	3,470.88	7,520.24	90,242.88	43.3860
3412	Environmental Compliance Analyst	TMMBU Non-Exempt	A	3,137.18	6,797.22	81,566.68	39.2148
			B	3,294.03	7,137.07	85,644.78	41.1754
			C	3,458.74	7,493.94	89,927.24	43.2343
			D	3,631.67	7,868.62	94,423.42	45.3959
			E	3,813.26	8,262.06	99,144.76	47.6658
5424	Environmental Compliance Technician	TEAMSTERS	A	2,471.96	5,355.92	64,270.98	30.8995
			B	2,595.56	5,623.71	67,484.53	32.4445
			C	2,725.34	5,904.90	70,858.76	34.0667
			D	2,861.60	6,200.14	74,401.70	35.7700
			E	3,004.68	6,510.15	78,121.78	37.5585

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 07/03/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5313	Equipment Mechanic I	TEAMSTERS	A	2,499.33	5,415.22	64,982.58	31.2416
			B	2,624.29	5,685.96	68,231.54	32.8036
			C	2,755.50	5,970.25	71,643.00	34.4438
			D	2,893.27	6,268.75	75,225.02	36.1659
			E	3,037.93	6,582.18	78,986.18	37.9741
5314	Equipment Mechanic II	TEAMSTERS	A	2,624.28	5,685.94	68,231.28	32.8035
			B	2,755.50	5,970.25	71,643.00	34.4438
			C	2,893.26	6,268.73	75,224.76	36.1658
			D	3,037.93	6,582.18	78,986.18	37.9741
			E	3,189.82	6,911.28	82,935.32	39.8728
4108	Executive Assistant	TTSSEA	A	2,636.03	5,711.40	68,536.78	32.9504
			B	2,767.83	5,996.97	71,963.58	34.5979
			C	2,906.22	6,296.81	75,561.72	36.3278
			D	3,051.54	6,611.67	79,340.04	38.1443
			E	3,204.11	6,942.24	83,306.86	40.0514
8108	Executive Assistant - Confidential	CONF	A	2,701.40	5,853.03	70,236.40	33.7675
			B	2,836.48	6,145.71	73,748.48	35.4560
			C	2,978.30	6,452.98	77,435.80	37.2288
			D	3,127.20	6,775.60	81,307.20	39.0900
			E	3,283.57	7,114.40	85,372.82	41.0446
2581	Executive Assistant to City Manager	CONF	A	3,085.18	6,684.56	80,214.68	38.5648
			B	3,239.43	7,018.77	84,225.18	40.4929
			C	3,401.40	7,369.70	88,436.40	42.5175
			D	3,571.48	7,738.21	92,858.48	44.6435
			E	3,750.04	8,125.09	97,501.04	46.8755
9635	Facility Attendant	LS	A				19.8000
			B				20.7900
			C				21.8300
			D				22.9200
			E				24.0700
3404	Fleet Supervisor*	TMMBU	A	3,473.74	7,526.44	90,317.24	43.4218
			B	3,647.41	7,902.72	94,832.66	45.5926
			C	3,829.78	8,297.86	99,574.28	47.8723
			D	4,021.26	8,712.73	104,552.76	50.2658
			E	4,222.32	9,148.36	109,780.32	52.7790
3120	GIS Analyst *	TMMBU	A	3,607.67	7,816.62	93,799.42	45.0959
			B	3,788.05	8,207.44	98,489.30	47.3506
			C	3,977.45	8,617.81	103,413.70	49.7181
			D	4,176.33	9,048.72	108,584.58	52.2041
			E	4,385.15	9,501.16	114,013.90	54.8144
4206	GIS Technician	TTSSEA	A	2,920.43	6,327.60	75,931.18	36.5054
			B	3,066.45	6,643.98	79,727.70	38.3306
			C	3,219.79	6,976.21	83,714.54	40.2474
			D	3,380.78	7,325.02	87,900.28	42.2598
			E	3,549.80	7,691.23	92,294.80	44.3725
3215	Homeless Services Manager*	TMMBU	A	4,459.37	9,661.97	115,943.62	55.7421
			B	4,682.34	10,145.07	121,740.84	58.5293
			C	4,916.46	10,652.33	127,827.96	61.4558
			D	5,162.28	11,184.94	134,219.28	64.5285
			E	5,420.39	11,744.18	140,930.14	67.7549

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 07/03/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2511	Human Resources Analyst I*	CONF	A	3,214.99	6,965.81	83,589.74	40.1874
			B	3,375.74	7,314.10	87,769.24	42.1968
			C	3,544.51	7,679.77	92,157.26	44.3064
			D	3,721.74	8,063.77	96,765.24	46.5218
			E	3,907.83	8,466.97	101,603.58	48.8479
2512	Human Resources Analyst II*	CONF	A	3,697.13	8,010.45	96,125.38	46.2141
			B	3,881.99	8,410.98	100,931.74	48.5249
			C	4,076.08	8,831.51	105,978.08	50.9510
			D	4,279.90	9,273.12	111,277.40	53.4988
			E	4,493.90	9,736.78	116,841.40	56.1738
2562	Human Resources Manager*	CONF	A	4,947.25	10,719.04	128,628.50	61.8406
			B	5,194.61	11,254.99	135,059.86	64.9326
			C	5,454.35	11,817.76	141,813.10	68.1794
			D	5,727.07	12,408.65	148,903.82	71.5884
			E	6,013.44	13,029.12	156,349.44	75.1680
4301	Human Resources Technician	CONF	A	2,743.19	5,943.58	71,322.94	34.2899
			B	2,880.35	6,240.76	74,889.10	36.0044
			C	3,024.37	6,552.80	78,633.62	37.8046
			D	3,175.59	6,880.45	82,565.34	39.6949
			E	3,334.37	7,224.47	86,693.62	41.6796
4204	Information Systems Technician I	TTSSEA	A	2,539.52	5,502.29	66,027.52	31.7440
			B	2,666.49	5,777.40	69,328.74	33.3311
			C	2,799.83	6,066.30	72,795.58	34.9979
			D	2,939.82	6,369.61	76,435.32	36.7478
			E	3,086.81	6,688.09	80,257.06	38.5851
4205	Information Systems Technician II	TTSSEA	A	2,920.43	6,327.60	75,931.18	36.5054
			B	3,066.45	6,643.98	79,727.70	38.3306
			C	3,219.79	6,976.21	83,714.54	40.2474
			D	3,380.78	7,325.02	87,900.28	42.2598
			E	3,549.80	7,691.23	92,294.80	44.3725
2553	Information Technology Manager*	CONF	A	4,947.25	10,719.04	128,628.50	61.8406
			B	5,194.61	11,254.99	135,059.86	64.9326
			C	5,454.35	11,817.76	141,813.10	68.1794
			D	5,727.07	12,408.65	148,903.82	71.5884
			E	6,013.44	13,029.12	156,349.44	75.1680
3111	Information Technology Specialist*	TMMBU	A	3,504.53	7,593.15	91,117.78	43.8066
			B	3,679.78	7,972.86	95,674.28	45.9973
			C	3,863.76	8,371.48	100,457.76	48.2970
			D	4,056.93	8,790.02	105,480.18	50.7116
			E	4,259.78	9,229.52	110,754.28	53.2473
5413	Instrumentation Technician	TEAMSTERS	A	3,172.41	6,873.56	82,482.66	39.6551
			B	3,331.03	7,217.23	86,606.78	41.6379
			C	3,497.59	7,578.11	90,937.34	43.7199
			D	3,672.45	7,956.98	95,483.70	45.9056
			E	3,856.08	8,354.84	100,258.08	48.2010
9108	Intern-Generalist	LS	A				20.5500
			B				21.5800
			C				22.6600
			D				23.7900
			E				24.9800

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 07/03/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5224	Junior Engineer	TEAMSTERS	A	3,140.61	6,804.66	81,655.86	39.2576
			B	3,297.64	7,144.89	85,738.64	41.2205
			C	3,462.51	7,502.11	90,025.26	43.2814
			D	3,635.64	7,877.22	94,526.64	45.4455
			E	3,817.43	8,271.10	99,253.18	47.7179
5423	Laboratory Quality Assurance Officer*	TMMBU	A	2,914.59	6,314.95	75,779.34	36.4324
			B	3,060.34	6,630.74	79,568.84	38.2543
			C	3,213.35	6,962.26	83,547.10	40.1669
			D	3,374.01	7,310.36	87,724.26	42.1751
			E	3,542.72	7,675.89	92,110.72	44.2840
5421	Laboratory Technician I	TEAMSTERS	A	2,467.86	5,347.03	64,164.36	30.8483
			B	2,591.23	5,614.33	67,371.98	32.3904
			C	2,720.82	5,895.11	70,741.32	34.0103
			D	2,856.85	6,189.84	74,278.10	35.7106
			E	2,999.68	6,499.31	77,991.68	37.4960
5422	Laboratory Technician II	TEAMSTERS	A	2,579.16	5,588.18	67,058.16	32.2395
			B	2,708.12	5,867.59	70,411.12	33.8515
			C	2,843.53	6,160.98	73,931.78	35.5441
			D	2,985.70	6,469.02	77,628.20	37.3213
			E	3,134.98	6,792.46	81,509.48	39.1873
3508	Landscape Architect*	TMMBU	A	3,968.44	8,598.29	103,179.44	49.6055
			B	4,166.85	9,028.18	108,338.10	52.0856
			C	4,375.19	9,479.58	113,754.94	54.6899
			D	4,593.95	9,953.56	119,442.70	57.4244
			E	4,823.67	10,451.29	125,415.42	60.2959
4109	Legal Secretary	CONF	A	2,946.50	6,384.08	76,609.00	36.8313
			B	3,093.82	6,703.28	80,439.32	38.6728
			C	3,248.52	7,038.46	84,461.52	40.6065
			D	3,410.95	7,390.39	88,684.70	42.6369
			E	3,581.50	7,759.92	93,119.00	44.7688
9636	Lifeguard	LS	A				15.0000
			B				15.7500
			C				16.5400
			D				17.3600
			E				18.2300
9303	Maintenance Aide	LS	A				17.4500
			B				18.3200
			C				19.2300
			D				20.1900
			E				21.2000
5301	Maintenance Worker I	TEAMSTERS	A	1,839.58	3,985.76	47,829.08	22.9948
			B	1,931.57	4,185.07	50,220.82	24.1446
			C	2,028.14	4,394.30	52,731.64	25.3518
			D	2,129.55	4,614.03	55,368.30	26.6194
			E	2,236.03	4,844.73	58,136.78	27.9504
5303	Maintenance Worker II	TEAMSTERS	A	2,336.62	5,062.68	60,752.12	29.2078
			B	2,453.45	5,315.81	63,789.70	30.6681
			C	2,576.11	5,581.57	66,978.86	32.2014
			D	2,704.91	5,860.64	70,327.66	33.8114
			E	2,840.15	6,153.66	73,843.90	35.5019

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 07/03/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3151	Management Analyst I*	TMMBU	A	3,137.18	6,797.22	81,566.68	39.2148
			B	3,294.03	7,137.07	85,644.78	41.1754
			C	3,458.74	7,493.94	89,927.24	43.2343
			D	3,631.67	7,868.62	94,423.42	45.3959
			E	3,813.26	8,262.06	99,144.76	47.6658
3152	Management Analyst II*	TMMBU	A	3,607.67	7,816.62	93,799.42	45.0959
			B	3,788.05	8,207.44	98,489.30	47.3506
			C	3,977.45	8,617.81	103,413.70	49.7181
			D	4,176.33	9,048.72	108,584.58	52.2041
			E	4,385.15	9,501.16	114,013.90	54.8144
1101	Mayor*			478.15	1,036.00	12,432.00	
3527	Media Services Supervisor	TMMBU Non-Exempt	A	3,097.74	6,711.77	80,541.24	38.7218
			B	3,252.64	7,047.39	84,568.64	40.6580
			C	3,415.26	7,399.73	88,796.76	42.6908
			D	3,586.03	7,769.73	93,236.78	44.8254
			E	3,765.34	8,158.24	97,898.84	47.0668
5531	Meter Reader	TEAMSTERS	A	1,593.97	3,453.60	41,443.22	19.9246
			B	1,673.66	3,626.26	43,515.16	20.9208
			C	1,757.34	3,807.57	45,690.84	21.9668
			D	1,845.20	3,997.93	47,975.20	23.0650
			E	1,937.47	4,197.85	50,374.22	24.2184
4212	Multimedia Communications Assistant	TTSSEA	A	2,166.98	4,695.12	56,341.48	27.0873
			B	2,275.31	4,929.84	59,158.06	28.4414
			C	2,389.09	5,176.36	62,116.34	29.8636
			D	2,508.53	5,435.15	65,221.78	31.3566
			E	2,633.95	5,706.89	68,482.70	32.9244
4210	Multimedia Communications Coordinator	TTSSEA	A	2,580.47	5,591.02	67,092.22	32.2559
			B	2,709.51	5,870.61	70,447.26	33.8689
			C	2,844.97	6,164.10	73,969.22	35.5621
			D	2,987.22	6,472.31	77,667.72	37.3403
			E	3,136.58	6,795.92	81,551.08	39.2073
4105	Office Assistant	TTSSEA	A	1,774.36	3,844.45	46,133.36	22.1795
			B	1,863.06	4,036.63	48,439.56	23.2883
			C	1,956.23	4,238.50	50,861.98	24.4529
			D	2,054.05	4,450.44	53,405.30	25.6756
			E	2,156.75	4,672.96	56,075.50	26.9594
1107	Parks Commissioner	Stipend of \$50.00 per meeting					
3509	Parks Planning & Development Manager*	TMMBU	A	3,968.44	8,598.29	103,179.44	49.6055
			B	4,166.85	9,028.18	108,338.10	52.0856
			C	4,375.19	9,479.58	113,754.94	54.6899
			D	4,593.95	9,953.56	119,442.70	57.4244
			E	4,823.67	10,451.29	125,415.42	60.2959
3507	Parks Project Coordinator*	TMMBU	A	3,450.31	7,475.67	89,708.06	43.1289
			B	3,622.83	7,849.47	94,193.58	45.2854
			C	3,803.98	8,241.96	98,903.48	47.5498
			D	3,994.18	8,654.06	103,848.68	49.9273
			E	4,193.88	9,086.74	109,040.88	52.4235

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 07/03/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3306	Plan Check Engineer*	TMMBU	A	4,831.29	10,467.80	125,613.54	60.3911
			B	5,072.85	10,991.18	131,894.10	63.4106
			C	5,326.50	11,540.75	138,489.00	66.5813
			D	5,592.83	12,117.80	145,413.58	69.9104
			E	5,872.47	12,723.69	152,684.22	73.4059
5214	Plan Examiner I	TEAMSTERS	A	3,322.07	7,197.82	86,373.82	41.5259
			B	3,488.21	7,557.79	90,693.46	43.6026
			C	3,662.61	7,935.66	95,227.86	45.7826
			D	3,845.72	8,332.39	99,988.72	48.0715
			E	4,038.03	8,749.07	104,988.78	50.4754
5215	Plan Examiner II	TEAMSTERS	A	3,496.92	7,576.66	90,919.92	43.7115
			B	3,671.80	7,955.57	95,466.80	45.8975
			C	3,855.37	8,353.30	100,239.62	48.1921
			D	4,048.13	8,770.95	105,251.38	50.6016
			E	4,250.56	9,209.55	110,514.56	53.1320
1106	Planning Commissioner	Stipend of \$50.00 per meeting					
4506	Planning Technician	TTSSEA	A	2,676.79	5,799.71	69,596.54	33.4599
			B	2,810.65	6,089.74	73,076.90	35.1331
			C	2,951.17	6,394.20	76,730.42	36.8896
			D	3,098.74	6,713.94	80,567.24	38.7343
			E	3,253.69	7,049.66	84,595.94	40.6711
6212	Police Captain*	TPMA	A	6,080.69	13,174.83	158,097.94	76.0086
			B	6,384.73	13,833.58	166,002.98	79.8091
			C	6,703.95	14,525.23	174,302.70	83.7994
			D	7,039.15	15,251.49	183,017.90	87.9894
			E	7,391.15	16,014.16	192,169.90	92.3894
1513	Police Chief*	DH	Min	7,818.77	16,940.67	203,288.08	97.7346
			Max	9,503.80	20,591.57	247,098.82	118.7975
4603	Police Community Relations Coordinator	TTSSEA	A	2,580.47	5,591.02	67,092.22	32.2559
			B	2,709.51	5,870.61	70,447.26	33.8689
			C	2,844.97	6,164.10	73,969.22	35.5621
			D	2,987.22	6,472.31	77,667.72	37.3403
			E	3,136.58	6,795.92	81,551.08	39.2073
6103	Police Corporal	TPOA	A	3,864.76	8,373.65	100,483.76	48.3095
			B	4,058.01	8,792.36	105,508.26	50.7251
			C	4,260.91	9,231.97	110,783.66	53.2614
			D	4,473.97	9,693.60	116,323.22	55.9246
			E	4,697.67	10,178.29	122,139.42	58.7209
4604	Police Homeless Outreach Coordinator	TTSSEA	A	2,580.47	5,591.02	67,092.22	32.2559
			B	2,709.51	5,870.61	70,447.26	33.8689
			C	2,844.97	6,164.10	73,969.22	35.5621
			D	2,987.22	6,472.31	77,667.72	37.3403
			E	3,136.58	6,795.92	81,551.08	39.2073
9501	Police Intern/Parking Enforcement Officer	LS	A				19.5000
			B				20.4800
			C				21.5000
			D				22.5700
			E				23.7000

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 07/03/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
6211	Police Lieutenant*	TPMA	A	5,262.69	11,402.50	136,829.94	65.7836
			B	5,525.82	11,972.61	143,671.32	69.0728
			C	5,802.12	12,571.26	150,855.12	72.5265
			D	6,092.22	13,199.81	158,397.72	76.1528
			E	6,396.83	13,859.80	166,317.58	79.9604
6102	Police Officer	TPOA	A	3,513.42	7,612.41	91,348.92	43.9178
			B	3,689.09	7,993.03	95,916.34	46.1136
			C	3,873.55	8,392.69	100,712.30	48.4194
			D	4,067.25	8,812.38	105,748.50	50.8406
			E	4,270.61	9,252.99	111,035.86	53.3826
9517	Police Range Master	LS	A				31.1700
			B				32.7300
			C				34.3600
			D				36.0800
			E				37.8800
4103	Police Records Assistant I	TTSSEA	A	2,199.60	4,765.80	57,189.60	27.4950
			B	2,309.59	5,004.11	60,049.34	28.8699
			C	2,425.08	5,254.34	63,052.08	30.3135
			D	2,546.31	5,517.01	66,204.06	31.8289
			E	2,673.63	5,792.87	69,514.38	33.4204
4104	Police Records Assistant II	TTSSEA	A	2,309.56	5,004.05	60,048.56	28.8695
			B	2,425.06	5,254.30	63,051.56	30.3133
			C	2,546.28	5,516.94	66,203.28	31.8285
			D	2,673.60	5,792.80	69,513.60	33.4200
			E	2,807.29	6,082.46	72,989.54	35.0911
3626	Police Records Supervisor*	TMMBU	A	3,152.78	6,831.02	81,972.28	39.4098
			B	3,310.43	7,172.60	86,071.18	41.3804
			C	3,475.94	7,531.20	90,374.44	43.4493
			D	3,649.75	7,907.79	94,893.50	45.6219
			E	3,832.22	8,303.14	99,637.72	47.9028
9551	Police Reserve	LS	A				40.5500
6105	Police Sergeant	TPOA	A	4,233.88	9,173.41	110,080.88	52.9235
			B	4,445.59	9,632.11	115,585.34	55.5699
			C	4,667.88	10,113.74	121,364.88	58.3485
			D	4,901.27	10,619.42	127,433.02	61.2659
			E	5,146.33	11,150.38	133,804.58	64.3291
2712	Police Support Operations Manager*	CONF	A	5,599.57	12,132.40	145,588.82	69.9946
			B	5,879.56	12,739.05	152,868.56	73.4945
			C	6,173.52	13,375.96	160,511.52	77.1690
			D	6,482.19	14,044.75	168,536.94	81.0274
			E	6,806.31	14,747.01	176,964.06	85.0789
4701	Police Support Services Technician	TTSSEA	A	2,676.79	5,799.71	69,596.54	33.4599
			B	2,810.65	6,089.74	73,076.90	35.1331
			C	2,951.17	6,394.20	76,730.42	36.8896
			D	3,098.74	6,713.94	80,567.24	38.7343
			E	3,253.69	7,049.66	84,595.94	40.6711
6101	Police Trainee (Non-Sworn)	TPOA	A	3,055.05	6,619.28	79,431.30	38.1881

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 07/03/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9638	Pool Manager	LS	A				21.3100
			B				22.3800
			C				23.4900
			D				24.6700
			E				25.9000
9533	Professional Standards Officer	LS	A				51.9500
			B				54.5500
			C				57.2800
			D				60.1400
			E				63.1500
9110	Program Assistant	LS	Min				15.0000
			Max				25.8200
9231	Project Specialist I	LS	Min				15.0000
			Max				50.0100
9232	Project Specialist II	LS	Min				50.0200
			Max				140.9900
5518	Property and Evidence Technician	TEAMSTERS	A	2,372.18	5,139.72	61,676.68	29.6523
			B	2,490.78	5,396.69	64,760.28	31.1348
			C	2,615.33	5,666.55	67,998.58	32.6916
			D	2,746.10	5,949.88	71,398.60	34.3263
			E	2,883.39	6,247.35	74,968.14	36.0424
2585	Public Information Officer*	CONF	A	3,697.13	8,010.45	96,125.38	46.2141
			B	3,881.99	8,410.98	100,931.74	48.5249
			C	4,076.08	8,831.51	105,978.08	50.9510
			D	4,279.90	9,273.12	111,277.40	53.4988
			E	4,493.90	9,736.78	116,841.40	56.1738
3623	Public Safety Dispatch Supervisor*	TMMBU	A	3,345.82	7,249.28	86,991.32	41.8228
			B	3,513.10	7,611.72	91,340.60	43.9138
			C	3,688.77	7,992.34	95,908.02	46.1096
			D	3,873.20	8,391.93	100,703.20	48.4150
			E	4,066.87	8,811.55	105,738.62	50.8359
5502	Public Safety Dispatcher I	TEAMSTERS	A	2,740.56	5,937.88	71,254.56	34.2570
			B	2,877.57	6,234.74	74,816.82	35.9696
			C	3,021.45	6,546.48	78,557.70	37.7681
			D	3,172.52	6,873.79	82,485.52	39.6565
			E	3,331.17	7,217.54	86,610.42	41.6396
5503	Public Safety Dispatcher II	TEAMSTERS	A	3,006.61	6,514.32	78,171.86	37.5826
			B	3,156.93	6,840.02	82,080.18	39.4616
			C	3,314.79	7,182.05	86,184.54	41.4349
			D	3,480.52	7,541.13	90,493.52	43.5065
			E	3,654.55	7,918.19	95,018.30	45.6819
9512	Public Safety Dispatcher II - Per Diem	LS	A				33.1100
			B				34.7700
			C				36.5100
			D				38.3300
			E				40.2500
3401	Public Works Superintendent*	TMMBU	A	4,169.06	9,032.96	108,395.56	52.1133
			B	4,377.52	9,484.63	113,815.52	54.7190
			C	4,596.40	9,958.87	119,506.40	57.4550
			D	4,826.22	10,456.81	125,481.72	60.3278
			E	5,067.52	10,979.63	131,755.52	63.3440

Employees marked with an * (asterisk) are salaried

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 07/03/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3405	Public Works Supervisor*	TMMBU	A	3,473.74	7,526.44	90,317.24	43.4218
			B	3,647.41	7,902.72	94,832.66	45.5926
			C	3,829.78	8,297.86	99,574.28	47.8723
			D	4,021.26	8,712.73	104,552.76	50.2658
			E	4,222.32	9,148.36	109,780.32	52.7790
3214	Real Property Agent*	TMMBU	A	3,450.31	7,475.67	89,708.06	43.1289
			B	3,622.83	7,849.47	94,193.58	45.2854
			C	3,803.98	8,241.96	98,903.48	47.5498
			D	3,994.18	8,654.06	103,848.68	49.9273
			E	4,193.88	9,086.74	109,040.88	52.4235
9631	Recreation Leader I	LS	A				15.0000
			B				15.7500
			C				16.5400
			D				17.3600
			E				18.2300
9632	Recreation Leader II	LS	A				18.7900
			B				19.7300
			C				20.7200
			D				21.7500
			E				22.8400
9633	Recreation Leader III	LS	A				21.3100
			B				22.3800
			C				23.4900
			D				24.6900
			E				25.9000
4401	Recreation Program Coordinator	TTSSEA	A	2,580.47	5,591.02	67,092.22	32.2559
			B	2,709.51	5,870.61	70,447.26	33.8689
			C	2,844.97	6,164.10	73,969.22	35.5621
			D	2,987.22	6,472.31	77,667.72	37.3403
			E	3,136.58	6,795.92	81,551.08	39.2073
3513	Recreation Services Manager*	TMMBU	A	4,104.66	8,893.43	106,721.16	51.3083
			B	4,309.91	9,338.14	112,057.66	53.8739
			C	4,525.40	9,805.03	117,660.40	56.5675
			D	4,751.68	10,295.31	123,543.68	59.3960
			E	4,989.26	10,810.06	129,720.76	62.3658
3505	Recreation Services Supervisor*	TMMBU	A	3,731.53	8,084.98	97,019.78	46.6441
			B	3,918.11	8,489.24	101,870.86	48.9764
			C	4,114.02	8,913.71	106,964.52	51.4253
			D	4,319.71	9,359.37	112,312.46	53.9964
			E	4,535.69	9,827.33	117,927.94	56.6961
9626	Recreation Specialized Instructor	LS	Min Max				15.0000 53.2100
4113	Senior Account Clerk	TTSSEA	A	2,399.11	5,198.07	62,376.86	29.9889
			B	2,519.06	5,457.96	65,495.56	31.4883
			C	2,645.02	5,730.88	68,770.52	33.0628
			D	2,777.28	6,017.44	72,209.28	34.7160
			E	2,916.13	6,318.28	75,819.38	36.4516

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 07/03/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3105	Senior Accountant*	TMMBU	A	3,877.74	8,401.77	100,821.24	48.4718
			B	4,071.64	8,821.89	105,862.64	50.8955
			C	4,275.22	9,262.98	111,155.72	53.4403
			D	4,488.99	9,726.15	116,713.74	56.1124
			E	4,713.44	10,212.45	122,549.44	58.9180
4202	Senior Accounting Technician	TTSSEA	A	3,110.93	6,740.35	80,884.18	38.8866
			B	3,266.48	7,077.37	84,928.48	40.8310
			C	3,429.82	7,431.28	89,175.32	42.8728
			D	3,601.31	7,802.84	93,634.06	45.0164
			E	3,781.39	8,193.01	98,316.14	47.2674
5323	Senior Building Maintenance Worker	TEAMSTERS	A	2,637.49	5,714.56	68,574.74	32.9686
			B	2,769.35	6,000.26	72,003.10	34.6169
			C	2,907.81	6,300.26	75,603.06	36.3476
			D	3,053.22	6,615.31	79,383.72	38.1653
			E	3,205.90	6,946.12	83,353.40	40.0738
3304	Senior Civil Engineer*	TMMBU	A	4,831.42	10,468.08	125,616.92	60.3928
			B	5,072.99	10,991.48	131,897.74	63.4124
			C	5,326.65	11,541.08	138,492.90	66.5831
			D	5,592.98	12,118.12	145,417.48	69.9123
			E	5,872.63	12,724.03	152,688.38	73.4079
5315	Senior Equipment Mechanic	TEAMSTERS	A	2,755.51	5,970.27	71,643.26	34.4439
			B	2,893.27	6,268.75	75,225.02	36.1659
			C	3,037.94	6,582.20	78,986.44	37.9743
			D	3,189.83	6,911.30	82,935.58	39.8729
			E	3,349.32	7,256.86	87,082.32	41.8665
4208	Senior Information Systems Technician	TTSSEA	A	3,212.47	6,960.35	83,524.22	40.1559
			B	3,373.10	7,308.38	87,700.60	42.1638
			C	3,541.76	7,673.81	92,085.76	44.2720
			D	3,718.85	8,057.51	96,690.10	46.4856
			E	3,904.78	8,460.36	101,524.28	48.8098
9637	Senior Lifeguard	LS	A				18.7900
			B				19.7300
			C				20.7200
			D				21.7500
			E				22.8400
5305	Senior Maintenance Worker	TEAMSTERS	A	2,572.37	5,573.47	66,881.62	32.1546
			B	2,700.97	5,852.10	70,225.22	33.7621
			C	2,836.02	6,144.71	73,736.52	35.4503
			D	2,977.83	6,451.97	77,423.58	37.2229
			E	3,126.71	6,774.54	81,294.46	39.0839
3203	Senior Planner*	TMMBU	A	4,141.65	8,973.58	107,682.90	51.7706
			B	4,348.73	9,422.25	113,066.98	54.3591
			C	4,566.18	9,893.39	118,720.68	57.0773
			D	4,794.49	10,388.06	124,656.74	59.9311
			E	5,034.21	10,907.46	130,889.46	62.9276
4410	Senior Police Records Assistant	TTSSEA	A	2,540.52	5,504.46	66,053.52	31.7565
			B	2,667.57	5,779.74	69,356.82	33.3446
			C	2,800.91	6,068.64	72,823.66	35.0114
			D	2,940.96	6,372.08	76,464.96	36.7620
			E	3,088.01	6,690.69	80,288.26	38.6001

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 07/03/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5504	Senior Public Safety Dispatcher	TEAMSTERS	A	3,156.93	6,840.02	82,080.18	39.4616
			B	3,314.79	7,182.05	86,184.54	41.4349
			C	3,480.52	7,541.13	90,493.52	43.5065
			D	3,654.55	7,918.19	95,018.30	45.6819
			E	3,837.30	8,314.15	99,769.80	47.9663
5356	Senior Utilities Worker	TEAMSTERS	A	2,701.47	5,853.19	70,238.22	33.7684
			B	2,836.42	6,145.58	73,746.92	35.4553
			C	2,978.16	6,452.68	77,432.16	37.2270
			D	3,127.53	6,776.32	81,315.78	39.0941
			E	3,282.85	7,112.84	85,354.10	41.0356
3343	Supervising Building Inspector*	TMMBU	A	3,968.44	8,598.29	103,179.44	49.6055
			B	4,166.85	9,028.18	108,338.10	52.0856
			C	4,375.19	9,479.58	113,754.94	54.6899
			D	4,593.95	9,953.56	119,442.70	57.4244
			E	4,823.67	10,451.29	125,415.42	60.2959
3345	Supervising Construction Inspector	TMMBU Non-Exempt	A	3,865.09	8,374.36	100,492.34	48.3136
			B	4,058.34	8,793.07	105,516.84	50.7293
			C	4,261.26	9,232.73	110,792.76	53.2658
			D	4,474.31	9,694.34	116,332.06	55.9289
			E	4,698.03	10,179.07	122,148.78	58.7254
3117	System Administrator*	TMMBU	A	3,607.67	7,816.62	93,799.42	45.0959
			B	3,788.05	8,207.44	98,489.30	47.3506
			C	3,977.45	8,617.81	103,413.70	49.7181
			D	4,176.33	9,048.72	108,584.58	52.2041
			E	4,385.15	9,501.16	114,013.90	54.8144
9361	Theatre Technician	LS	A				29.7100
			B				31.1900
			C				32.7500
			D				34.3900
			E				36.1100
4420	Transit Coordinator	TTSSEA	A	2,580.47	5,591.02	67,092.22	32.2559
			B	2,709.51	5,870.61	70,447.26	33.8689
			C	2,844.97	6,164.10	73,969.22	35.5621
			D	2,987.22	6,472.31	77,667.72	37.3403
			E	3,136.58	6,795.92	81,551.08	39.2073
3515	Transit Manager*	TMMBU	A	4,019.01	8,707.86	104,494.26	50.2376
			B	4,219.94	9,143.20	109,718.44	52.7493
			C	4,430.96	9,600.41	115,204.96	55.3870
			D	4,652.49	10,080.40	120,964.74	58.1561
			E	4,885.11	10,584.41	127,012.86	61.0639
1109	Transportation Commissioner	Stipend of \$50.00 per meeting					
3424	Utilities Laboratory Superintendent*	TMMBU	A	4,169.06	9,032.96	108,395.56	52.1133
			B	4,377.52	9,484.63	113,815.52	54.7190
			C	4,596.40	9,958.87	119,506.40	57.4550
			D	4,826.22	10,456.81	125,481.72	60.3278
			E	5,067.52	10,979.63	131,755.52	63.3440
5350	Utilities Worker I	TEAMSTERS	A	1,930.84	4,183.49	50,201.84	24.1355
			B	2,027.60	4,393.13	52,717.60	25.3450
			C	2,128.59	4,611.95	55,343.34	26.6074
			D	2,235.53	4,843.65	58,123.78	27.9441
			E	2,348.41	5,088.22	61,058.66	29.3551

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 07/03/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5353	Utilities Worker II	TEAMSTERS	A	2,452.80	5,314.40	63,772.80	30.6600
			B	2,575.87	5,581.05	66,972.62	32.1984
			C	2,704.02	5,858.71	70,304.52	33.8003
			D	2,839.81	6,152.92	73,835.06	35.4976
			E	2,981.55	6,460.03	77,520.30	37.2694
3403	Utility Line Maintenance Superintendent*	TMMBU	A	4,247.72	9,203.39	110,440.72	53.0965
			B	4,460.09	9,663.53	115,962.34	55.7511
			C	4,683.10	10,146.72	121,760.60	58.5388
			D	4,917.25	10,654.04	127,848.50	61.4656
			E	5,163.11	11,186.74	134,240.86	64.5389
3423	Utility Maintenance Superintendent*	TMMBU	A	4,326.34	9,373.74	112,484.84	54.0793
			B	4,542.65	9,842.41	118,108.90	56.7831
			C	4,769.78	10,334.52	124,014.28	59.6223
			D	5,008.27	10,851.25	130,215.02	62.6034
			E	5,258.68	11,393.81	136,725.68	65.7335
3410	Utility Maintenance Supervisor*	TMMBU	A	3,605.27	7,811.42	93,737.02	45.0659
			B	3,785.54	8,202.00	98,424.04	47.3193
			C	3,974.81	8,612.09	103,345.06	49.6851
			D	4,173.56	9,042.71	108,512.56	52.1695
			E	4,382.24	9,494.85	113,938.24	54.7780
5411	Utility Mechanic I	TEAMSTERS	A	2,889.68	6,260.97	75,131.68	36.1210
			B	3,034.16	6,574.01	78,888.16	37.9270
			C	3,185.86	6,902.70	82,832.36	39.8233
			D	3,345.16	7,247.85	86,974.16	41.8145
			E	3,512.41	7,610.22	91,322.66	43.9051
5412	Utility Mechanic II	TEAMSTERS	A	2,961.90	6,417.45	77,009.40	37.0238
			B	3,110.00	6,738.33	80,860.00	38.8750
			C	3,265.50	7,075.25	84,903.00	40.8188
			D	3,428.77	7,429.00	89,148.02	42.8596
			E	3,600.21	7,800.46	93,605.46	45.0026
5404	Utility Operator	TEAMSTERS	A	3,463.00	7,503.17	90,038.00	43.2875
			B	3,636.12	7,878.26	94,539.12	45.4515
			C	3,817.94	8,272.20	99,266.44	47.7243
			D	4,008.84	8,685.82	104,229.84	50.1105
			E	4,209.28	9,120.11	109,441.28	52.6160
3422	Wastewater Operations Superintendent*	TMMBU	A	4,326.34	9,373.74	112,484.84	54.0793
			B	4,542.65	9,842.41	118,108.90	56.7831
			C	4,769.78	10,334.52	124,014.28	59.6223
			D	5,008.27	10,851.25	130,215.02	62.6034
			E	5,258.68	11,393.81	136,725.68	65.7335
5405	Wastewater Treatment Plant Operator I	TEAMSTERS	A	2,738.70	5,933.85	71,206.20	34.2338
			B	2,875.62	6,230.51	74,766.12	35.9453
			C	3,019.40	6,542.03	78,504.40	37.7425
			D	3,170.38	6,869.16	82,429.88	39.6298
			E	3,328.91	7,212.64	86,551.66	41.6114
5406	Wastewater Treatment Plant Operator II	TEAMSTERS	A	2,882.85	6,246.18	74,954.10	36.0356
			B	3,026.96	6,558.41	78,700.96	37.8370
			C	3,178.32	6,886.36	82,636.32	39.7290
			D	3,337.25	7,230.71	86,768.50	41.7156
			E	3,504.12	7,592.26	91,107.12	43.8015

ATTACHMENT A

City of Tracy
Master Salary Schedule

Effective 07/03/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5407	Wastewater Treatment Plant Operator III	TEAMSTERS	A	3,034.58	6,574.92	78,899.08	37.9323
			B	3,186.27	6,903.59	82,843.02	39.8284
			C	3,345.60	7,248.80	86,985.60	41.8200
			D	3,512.90	7,611.28	91,335.40	43.9113
			E	3,688.54	7,991.84	95,902.04	46.1068
3421	Water Operations Superintendent*	TMMBU	A	4,247.72	9,203.39	110,440.72	53.0965
			B	4,460.09	9,663.53	115,962.34	55.7511
			C	4,683.10	10,146.72	121,760.60	58.5388
			D	4,917.25	10,654.04	127,848.50	61.4656
			E	5,163.11	11,186.74	134,240.86	64.5389
9351	Water Patrol Aide	LS	A				17.7000
			B				18.5900
			C				19.5100
			D				20.4900
			E				21.5100
3415	Water Resources and Compliance Manag€	TMMBU	A	4,019.01	8,707.86	104,494.26	50.2376
			B	4,219.94	9,143.20	109,718.44	52.7493
			C	4,430.96	9,600.41	115,204.96	55.3870
			D	4,652.49	10,080.40	120,964.74	58.1561
			E	4,885.11	10,584.41	127,012.86	61.0639
5401	Water Treatment Plant Operator I	TEAMSTERS	A	2,917.87	6,322.05	75,864.62	36.4734
			B	3,063.77	6,638.17	79,658.02	38.2971
			C	3,216.96	6,970.08	83,640.96	40.2120
			D	3,377.80	7,318.57	87,822.80	42.2225
			E	3,546.68	7,684.47	92,213.68	44.3335
5402	Water Treatment Plant Operator II	TEAMSTERS	A	3,071.44	6,654.79	79,857.44	38.3930
			B	3,225.02	6,987.54	83,850.52	40.3128
			C	3,386.28	7,336.94	88,043.28	42.3285
			D	3,555.58	7,703.76	92,445.08	44.4448
			E	3,733.36	8,088.95	97,067.36	46.6670
5403	Water Treatment Plant Operator III	TEAMSTERS	A	3,233.10	7,005.05	84,060.60	40.4138
			B	3,394.76	7,355.31	88,263.76	42.4345
			C	3,564.50	7,723.08	92,677.00	44.5563
			D	3,742.72	8,109.23	97,310.72	46.7840
			E	3,929.85	8,514.68	102,176.10	49.1231



ATTACHMENT B

REAL PROPERTY AGENT

DEFINITION

Under general direction, coordinates and manages activities related to the appraisal, negotiation, acquisition, transfer, sale, and disposal of real property, including complicated leasing agreements, custodial contracts, high-value appraisals, negotiations, and relocation assistance work; provides information and assistance to property owners, provides complex professional assistance to management staff, City Council, the public and others in areas of expertise; oversees, reviews, and performs a variety of studies, prepares and presents staff reports; and performs related duties, as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned management personnel. Exercises supervision over technical or administrative support staff.

CLASS CHARACTERISTICS

This is a management classification responsible for managing activities related to the appraisal, negotiation, acquisition, transfer, sale, and disposal of real property, including complicated leasing agreements, custodial contracts, high-value appraisals, negotiations, and relocation assistance work. Responsibilities include managing and coordinating various projects related to the acquisition, management, transfer, and sale of real property. Incumbents serve as a technical and professional resource. Successful performance of the work requires a professional background and skill in coordinating assigned work with that of other City departments, public agencies, property owners, and members of the public.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Negotiates for the purchase, sale, and lease of real property.
- Negotiates contract terms related to real property transactions with businesses and private parties; prepares acquisition documents, legal descriptions, deeds, and escrow instructions and analyzes conditions of title.
- Reviews real property appraisals provided under contract.
- Coordinates real estate activities with the City Attorney to ensure compliance with legal guidelines.
- Prepares and maintains records of City lease agreements; provides and negotiates repairs and maintenance for leased properties.
- Provides relocation assistance to displaced tenants and property owners and reviews and processes relocation claims for payment.
- Maintains and updates City inventory of surplus land parcels and maintains property management records of all real property owned by the City.
- Assist other departments in the acquisition of real property, lead and coordinate acquisition activities.

- Provides relocation assistance to displaced tenants and property owners and reviews and processes relocation claims for payment.
- Prepares presentations to the City Council, Commissions, or other governmental agencies as needed.
- Provide technical and professional support services to City staff, including other departments.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, discipline, and the training of staff in work procedures.
- Principles, practices, and legal issues related to land acquisition, real property, real estate transactions, improvements, right-of-ways, and title searches.
- Principles and practices of property description, management, and leasing procedures.
- Property values and the effect of economic trends on property value and price.
- Applicable Federal, State, and local laws, rules, regulations, ordinances, and organizational policies and procedures relevant to assigned area of responsibility.
- Project management and contract administration principles and techniques.
- Research and reporting methods, techniques, and procedures.
- Practices of researching planning and land use issues, evaluating alternatives, making sound recommendations, and preparing and presenting effective staff reports.
- Principles of advanced mathematics and their application to planning work.
- Methods and techniques of effective technical report preparation and presentation.
- Techniques for providing a high level of customer service by effectively dealing with the public, property owners, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Supervise staff, provide training, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Effectively provide staff leadership and work direction.
- Conduct complex planning research projects, evaluate alternatives, make sound recommendations, and prepare effective technical reports.
- Manage a diverse range of real estate-related projects.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with City staff, governmental agencies, community groups, various business, professional, and regulatory organizations, and with customers.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Establish and maintain a variety of filing, record-keeping, and tracking systems; read, interpret, and record data.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and

syntax.

- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a bachelor's degree in business administration, real estate, economics, public administration, or a related field and four (4) years of professional experience in the sale, acquisition, negotiation, and management of real property or related experience.

Licenses and Certifications:

- Possession of, or ability to obtain, a valid Class C California driver's license upon appointment.
- May be required to complete National Incident Management System (NIMS) Training.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, to inspect City development sites, including traversing uneven terrain, climbing ladders, stairs, and other temporary or construction access points; to operate a motor vehicle and to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification, although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 10 pounds.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may work in the field and occasionally be exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

DISASTER SERVICE WORKER

All City of Tracy employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a

“Local Emergency” is declared outside of the employee’s shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.



DIRECTOR OF OPERATIONS AND UTILITES

DEFINITION

Under administrative direction, plans, organizes, manages, and provides administrative direction and oversight for all functions and activities of the Operations and Utilities Department, including the public works and utilities operational functions; coordinates assigned activities with other City departments, officials, outside agencies, and the public; fosters cooperative working relationships among City departments and with intergovernmental and regulatory agencies and various public and private groups; provides highly responsible and complex professional assistance to the City Manager or designee in areas of expertise; and performs related duties, as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from assigned supervisory or management staff. The work provides for a wide variety of independent decision-making, within legal and general policy and regulatory guidelines. Exercises general direction and supervision over management, supervisory, professional, technical, and administrative support staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

This is a department director classification that oversees, directs, and participates in all activities of the Operations and Utilities Department which encompasses the public works and utilities operational functions of the City, including short- and long-term planning, development, and administration of departmental policies, procedures, and services. This class provides assistance to the City Manager or designee in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy, municipal functions and activities, including the role of an elected City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives and for furthering City goals and objectives within general policy guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Assumes full management responsibility for all Operations and Utilities Department programs, services, and activities, including public works and utilities division operations.
- Develops, directs, and coordinates the implementation of goals, objectives, policies, procedures, and work standards for the department; establishes, within City policy, appropriate budget, service, and staffing levels.
- Manages and participates in the development and administration of the department's annual budget and capital improvement budgets; directs the forecast of additional funds needed for staffing, equipment,

materials, and supplies; directs the monitoring of and approves expenditures; directs and implements adjustments as necessary.

- Selects, trains, motivates, and directs department personnel; evaluates and reviews work for acceptability and conformance with department standards, including program and project priorities and performance evaluations; works with employees on performance issues; implements discipline and termination procedures; responds to staff questions and concerns.
- Contributes to the overall quality of the department's service by developing, reviewing, and implementing policies and procedures to meet legal requirements and City needs; continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors the distribution of work, support systems, and internal reporting relationships; identifies opportunities for improvement; directs the implementation of change.
- Evaluates the need for and develops, plans, and schedules for long-term public works and utilities maintenance and improvement programs; organizes available resources for the maintenance, improvement, and repair of public works facilities, City equipment, water and wastewater treatment plants, wells, pump stations, water reservoirs, and other related facilities; compiles estimates, contract provisions, and specifications.
- Confers with engineers, developers, architects, and a variety of outside agencies and the general public in acquiring information and coordination of public works and utilities matters; provides information regarding these matters.
- Oversees the development of consultant requests for proposals for professional services and the advertising and bid processes; evaluates proposals and recommends project award; coordinates with legal counsel to determine City needs and requirements for contractual services; negotiates contracts and agreements and administers same after award.
- Represents the department to other City departments, elected officials, and outside agencies; explains and interprets departmental programs, policies, and activities; negotiates and resolves significant and controversial issues.
- Conducts a variety of departmental organizational and operational studies and investigations; recommends modifications to programs, policies, and procedures as appropriate.
- Participates in and makes presentations to the City Council and a wide variety of committees, boards, and commissions; performs financial review of matters pertaining to the various committees, such as determining appropriate rates for City utilities.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of public works and utilities maintenance, operations, and other services as they relate to the area of assignment.
- Maintains and directs the maintenance of working and official departmental files.
- Monitors changes in laws, regulations, and technology that may affect City or departmental operations; implements policy and procedural changes as required.
- Prepares, reviews, and presents staff reports, various management and information updates, and reports on special projects as assigned.
- Responds to difficult and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of leadership.

- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- Public agency budget development, contract administration, City-wide administrative practices, and general principles of risk management related to the functions of the assigned area.
- Organizational and management practices as applied to the analysis and evaluation of projects, programs, policies, procedures, and operational needs; principles and practices of municipal government administration.
- Principles and practices of public works and utilities program development, management in a municipal setting, and long-term maintenance planning and budgeting.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Methods and techniques for the development of presentations, contract negotiations, business correspondence, and information distribution; research and reporting methods, techniques, and procedures.
- Record-keeping principles and procedures.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Provide administrative and professional leadership and direction for the department and the City.
- Develop and implement goals, objectives, policies, procedures, work standards, and internal controls for the department and assigned program areas.
- Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner.
- Interpret, apply, explain, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Effectively administer special projects with contractual agreements and ensure compliance with stipulations; effectively administer a variety of programs and administrative activities.
- Conduct effective negotiations and effectively represent the City and the department in meetings with governmental agencies, contractors, vendors, and various businesses, professional, regulatory, and legislative organizations.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and individuals.
- Learn and understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.

- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a bachelor’s degree in public administration, business administration, or a related field and five (5) years of management experience in municipal utilities and public works maintenance and operations. Previous experience at the level of Deputy or Assistant Director of Public Works or Utilities and a master’s degree are desirable.

Licenses and Certifications:

- Possession of, or the ability to obtain, a valid Class C California driver’s license upon appointment.
- May be required to complete National Incident Management System (NIMS) Training.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment; to operate a motor vehicle and visit various City sites; and vision to inspect and operate equipment. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 50 pounds or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment and in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes.

WORKING CONDITIONS

N/A

DISASTER SERVICE WORKER

All City of Tracy employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a “Local Emergency” is declared during the employee’s shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a “Local Emergency” is declared outside of the employee’s shift, employees must make every effort to

contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.



ASSISTANT DIRECTOR-UTILITIES

DEFINITION

Under general direction, plans, organizes, oversees, coordinates, and reviews the work of staff performing difficult and complex professional, technical, and administrative support related to all programs and activities of the City's Utilities Division of the Operations and Utilities Department, including assisting with long- and short-term project planning, overseeing the design, construction, maintenance, and operations of utility infrastructure; coordinates assigned activities with other City departments and outside agencies; provides complex and responsible support to the Director of Operations and Utilities and others in areas of expertise; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from assigned supervisory or management staff. Exercises general direction and supervision over supervisory, professional, technical, and administrative support staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

This is an assistant department director classification that oversees, directs, and participates in all activities of the Utilities Division of the Operations and Utilities Department, including short- and long-term planning as well as development and administration of departmental policies, procedures, and services. This class provides assistance to the Director of Operations and Utilities in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy, City functions and activities, including the role of City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives, and for furthering City goals and objectives within general policy guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, manages, and evaluates outcomes and policies relevant to the operations and activities of staff, programs, and related projects within the Utilities Division.
- Analyzes and presents solutions to complex problems as it relates to water and wastewater treatment infrastructure, maintenance and operations.
- Manages and oversees utilities services and programs and Capital Improvement Projects, including in-house supervision, planning, estimating, and contract development and execution.
- Participates in the development and implementation of goals, objectives, policies, and priorities for the Operations and Utilities Department; recommends within departmental policy, appropriate service and staffing levels; recommends and administers policies and procedures.

- Participates in the development, administration, and monitoring of major project and division budgets.
- Develops and standardizes procedures and methods to improve and continuously monitors the efficiency and effectiveness of assigned programs, service delivery methods, and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and recommends to the Director.
- Directs and coordinates the work plan for the division; meets with staff to identify and resolve problems; assigns work activities, projects and programs; monitors work-flow; reviews and evaluates work products, methods and procedures.
- Participates in the selection of, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees on performance issues in coordination with Human Resources; recommends discipline in consultation with the Director of Operations and Utilities.
- Manages the design and construction of Utilities Capital Improvement Projects within the water and wastewater treatment plants, wells, pump stations, water reservoirs, and other related facilities.
- Oversees the Regulatory Compliance Program by ensuring timeliness of reporting, providing quality assurance and quality controls, and reviewing data collection procedures, data, and analysis methodology; gathers, researches, and analyzes operational needs, technical and legal information related to operational issues; identifies gaps and provides recommendations to address; and acts as lead on implementation of interdepartmental efforts.
- Oversees the preparation and submission of statistical and analytical reports to regulatory agencies such as the California State Water Quality Control Board (SWRCB), the United States Bureau of Reclamation (USBR), and other regulatory agencies.
- Prioritizes and allocates available resources; reviews and evaluates service delivery, makes recommendations for improvement and ensures maximum effective service provision.
- Develops and reviews staff reports related to Utilities environmental compliance, maintenance, and operations activities and services; presents reports to various commissions, committees, and boards.
- Provides highly complex staff assistance to the Director of Operations and Utilities; prepares and presents staff reports and other necessary correspondence.
- Conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to assigned programs, policies, and procedures, as appropriate.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of utilities engineering and environmental compliance; researches emerging products and enhancements and their applicability to City needs.
- Monitors changes in regulations and technology that may affect operations; implements policy and procedural changes after approval.
- Receives, investigates, and responds to difficult and sensitive problems and complaints in a professional manner; identifies and reports findings and takes necessary corrective action.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of leadership.
- Methods, materials and techniques used in the construction of water and wastewater system projects.
- Organization and management practices as applied to the development, analysis, and evaluation of utility programs, policies, and operational needs.
- Principles and practices of budget development and administration including rate setting and capital improvement financing.
- Principles and practices of contract administration and evaluation.
- Applicable Federal, State, and local laws, codes, and regulations concerning the operation of the

department.

- Practices of researching operations and maintenance issues, evaluating alternatives, making sound recommendations and preparing and presenting effective staff reports.
- General principles of risk management related to the functions of the assigned area.
- Recent and on-going developments, current literature, and sources of information related to the operations of utilities.
- Safety principles and practices.
- Contract management practices in a public agency setting.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language to perform the work.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards.
- Provide administrative, management, and professional leadership for the utilities services and programs.
- Manage and monitor complex projects, on-time and within budget.
- Evaluate and develop improvements in operations, procedures, policies, or methods.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Analyze, interpret, summarize and present administrative and technical information and data in an effective manner.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Understand, interpret, explain, and ensure compliance with all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a bachelor's degree from an accredited college or university with major coursework in business administration, or a related field and two (2) years of responsible utilities operations management experience, including utilities facilities master planning.

Licenses and Certifications:

- Possession of, or the ability to obtain, a valid Class C California driver's license upon appointment.
- May be required to complete National Incident Management System (NIMS) Training.

PHYSICAL DEMANDS

Must possess mobility to perform inspections in the field and to operate a motor vehicle to visit and inspect City sites, including traversing uneven terrain, climbing ladders, stairs, and other access points; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; this is usually a sedentary office classification although standing and walking between work areas and to conduct inspections is frequently required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.

ENVIRONMENTAL CONDITIONS

Employees predominately work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may work in the field and occasionally be exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, mechanical and/or electrical hazards, and hazardous chemical substances and fumes. Employees may interact with members of the public or with staff under emotionally stressful conditions while interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

N/A

DISASTER SERVICE WORKER

All City of Tracy employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the District may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.



ASSISTANT DIRECTOR-OPERATIONS

DEFINITION

Under general direction, plans, organizes, oversees, coordinates, and reviews the work of staff performing difficult and complex professional, technical, and administrative support related to all programs and activities of the City's Operations Division of the Operations and Utilities Department; coordinates assigned activities with other City departments and outside agencies; provides complex and responsible support to the Director of Operations and Utilities and others in areas of expertise; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from assigned supervisory or management staff. Exercises general direction and supervision over supervisory, professional, technical, and administrative support staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

This is an assistant department director classification that oversees, directs, and participates in all activities of the Operations Division of the Operations and Utilities Department, including short- and long-term planning as well as development and administration of departmental policies, procedures, and services. This class provides assistance to the Director of Operations and Utilities in a variety of administrative, coordinative, analytical, and liaison capacities. Successful performance of the work requires knowledge of public policy, City functions and activities, including the role of City Council, and the ability to develop, oversee, and implement projects and programs in a variety of areas. Responsibilities include coordinating the activities of the department with those of other departments and outside agencies and managing and overseeing the complex and varied functions of the department. The incumbent is accountable for accomplishing departmental planning and operational goals and objectives, and for furthering City goals and objectives within general policy guidelines.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Plans, manages, and evaluates outcomes and policies relevant to the operations and activities of staff, programs, and related projects within the Operations Division.
- Manages and oversees services and programs in the Operations Division, including in-house supervision, planning, estimating, and contract development and execution.
- Assists in developing and implementing the goals, objectives, policies, and priorities for the Operations Division; recommends within departmental policy, appropriate service and staffing levels; recommends and administers policies and procedures.
- Participates in the development, administration, and monitoring of major project and division budgets.
- Develops and standardizes procedures and methods to improve and continuously monitors the efficiency and effectiveness of assigned programs, service delivery methods, and procedures; assesses

- and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and recommends to the Director.
- Directs and coordinates the work plan for the division; meets with staff to identify and resolve problems; assigns work activities, projects and programs; monitors work-flow; reviews and evaluates work products, methods and procedures.
 - Participates in the selection of, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees on performance issues in coordination with Human Resources; recommends discipline in consultation with the Director of Operations and Utilities.
 - Reviews the designs, materials, and processes proposed in connection with new construction or major repairs for City facilities and improvements.
 - Confers with engineers, developers, architects, and a variety of outside agencies and the general public in acquiring information and coordination of facility maintenance, streets, and related matters; provides information regarding these matters.
 - Develops consultant requests for proposals for professional services and the advertising and bid processes; evaluates proposals and recommends project award; coordinates with legal counsel to determine City needs and requirements for contractual services; negotiates contracts and agreements and administers same after award.
 - Prioritizes and allocates available resources; reviews and evaluates service delivery, makes recommendations for improvement and ensures maximum effective service provision.
 - Provides highly complex staff assistance to the Director of Operations and Utilities; prepares and presents staff reports and other necessary correspondence to various commissions, committees, and boards.
 - Conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to assigned programs, policies, and procedures, as appropriate.
 - Attends and participates in professional group meetings; stays abreast of new trends and innovations relevant to the maintenance, operations, and other services as they relate to the area of assignment.
 - Monitors changes in regulations and technology that may affect operations; implements policy and procedural changes after approval.
 - Receives, investigates, and responds to difficult and sensitive problems and complaints in a professional manner; identifies and reports findings and takes necessary corrective action.
 - Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of leadership.
- Organization and management practices as applied to the development, analysis, and evaluation of operations related programs, policies, and operational needs.
- Principles and practices of budget development and administration.
- Principles and practices of contract administration and evaluation.
- Applicable Federal, State, and local laws, codes, and regulations concerning the operation of the department.
- Practices of researching issues relevant to the operations division, evaluating alternatives, making sound recommendations and preparing and presenting effective staff reports.
- General principles of risk management related to the functions of the assigned area.
- Recent and on-going developments, current literature, and sources of information related to the operations division.
- Safety principles and practices.
- Contract management practices in a public agency setting.

- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language to perform the work.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards.
- Provide administrative, management, and professional leadership for operations division services and programs.
- Manage and monitor complex projects, on-time and within budget.
- Evaluate and develop improvements in operations, procedures, policies, or methods.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Prepare clear and concise reports, correspondence, policies, procedures, and other written materials.
- Analyze, interpret, summarize and present administrative and technical information and data in an effective manner.
- Conduct complex research projects, evaluate alternatives, and make sound recommendations, and prepare effective technical staff reports.
- Understand, interpret, explain, and ensure compliance with all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to a bachelor's degree from an accredited college or university with major coursework in public administration, business administration, or a related field and two (2) years of responsible management experience in public works construction, maintenance, and operations.

Licenses and Certifications:

- Possession of, or the ability to obtain, a valid Class C California driver's license upon appointment.
- May be required to complete National Incident Management System (NIMS) Training.

PHYSICAL DEMANDS

Must possess mobility to perform inspections in the field and to operate a motor vehicle to visit and inspect City sites, including traversing uneven terrain, climbing ladders, stairs, and other access points; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; this is usually a sedentary office classification although standing and walking between work areas and to conduct inspections is frequently required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 40 pounds.

ENVIRONMENTAL CONDITIONS

Employees predominately work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may work in the field and occasionally be exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, mechanical and/or electrical hazards, and hazardous chemical substances and fumes. Employees may interact with members of the public or with staff under emotionally stressful conditions while interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

N/A

DISASTER SERVICE WORKER

All City of Tracy employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the District may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.



POLICE HOMELESS OUTREACH COORDINATOR

DEFINITION

Under general supervision, performs a variety of field and administrative activities to assist the Police Department in providing outreach services to the unsheltered population; provides comprehensive non-sworn staff support to Police department personnel and coordinates with other City, County, and community organizations to deliver services and resources that provide assistance to unsheltered individuals, fosters cooperative working relationships with various public and private groups; and performs related duties, as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned supervisory or management staff. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

This classification serves primarily in a liaison role to identify and establish contact with unsheltered individuals, and works closely with law enforcement, homeless service providers, and other community resource organizations to assist the unsheltered with short and long-term care goals and supportive services. Incumbents spend a substantial amount of time working directly with unsheltered individuals, in the streets, in shelters and in encampments within the City. Successful performance of the work requires the frequent use of tact, discretion, and independent judgment, working effectively in a team environment, knowledge of departmental, City & County resource programs, and extensive public contact.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Establish contact and identify individuals experiencing homelessness and/or mental health issues on the streets, in local shelters, vehicles or encampments within the City of Tracy.
- Participate in the Police departments Familiar Faces Program or other Police managed programs to provide outreach and resources to the unsheltered population.
- Inform and educate unsheltered individuals of services and benefits available to assist in transitioning from homelessness to permanent housing and self-sufficiency.
- Work closely with homeless service providers, law enforcement, local businesses, faith-based organizations, various City departments and other entities that provide outreach education or consultation to assist homeless individuals with short and long-term care goals including strategies to overcome barriers to self-sufficiency and to obtain permanent housing.
- Assist with plans for homeless individuals to obtain educational, psychological, or social assessments and treatments, substance abuse treatment, work skills training, and/or relevant workshops provided by other entities.

- As part of a team, provide supportive services to the chronically homeless mentally ill who may have issues with substance abuse, a criminal history and/or related chronic conditions or behavior.
- Engage with the unsheltered population, develop relationships with individuals and recommend referrals to organizations that provide continuum of care.
- May provide non-medical, voluntary transportation to unsheltered individuals and their property in order to connect them with the appropriate community resources. Works closely with various public and private groups in the development and coordination of cooperative working relationships.
- Attend and participate in a variety of group meetings including the public, City and County representatives.
- Maintain records and statistics related to the unsheltered population; perform other administrative tasks as needed
- Observe and maintain a safe working environment in compliance with established safety programs and procedures.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Available social services, including behavioral health, mental health, financial and housing assistance, counseling services, alcohol/drug addiction recovery, food/clothing, and faith-based organizations assistance.
- Principles and practices of community engagement.
- Principles of conflict resolution.
- Basic principles of record keeping.
- Principles and practices of data collection and report preparation.
- Operations and functions of the Police Department and other public safety agencies.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Communicate effectively with a diverse population.
- Understand and follow oral and written instructions.
- Assess situations while remaining calm and using sound, independent judgment.
- Maintain accurate records and files.
- Prepare clear and concise administrative and financial reports.
- Develop, read, and interpret rules, policies and procedures.
- Research complaints, problems and prepare responses for management, including composing correspondence.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with individuals; governmental agencies; community groups; various business, professional, and regulatory organizations.

- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to an associate degree in social work, health and human services, psychology, or a related field and two (2) years of experience performing community outreach, working with the homeless and related community service organizations or social work experience.

Licenses and Certifications:

- Possession of, or the ability to obtain, a valid Class C California driver's license upon appointment.
- May be required to complete National Incident Management System (NIMS) Training.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; maintain physical standards, including mobility, physical strength, and stamina to respond to emergency situations; vision to read printed materials, a computer screen and drive a motor vehicle; and hearing and speech to communicate in person, before groups, and over the telephone or radio. The job involves fieldwork requiring frequent walking on uneven terrain. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate police services equipment. Positions in this classification frequently bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push, and pull materials and objects necessary to perform job functions.

ENVIRONMENTAL CONDITIONS

Employees work partially in an office environment with moderate noise levels and controlled temperature conditions, and partially in the field and are occasionally exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting departmental policies and procedures. The principal duties of this class are performed in an outdoor environment with exposure to criminal offenders, mentally ill individuals, and persons potentially infected with communicable diseases.

WORKING CONDITIONS

Must be willing to work irregular shifts, including weekends, and holidays. Must be able to pass a thorough background investigation.

DISASTER SERVICE WORKER

All City of Tracy employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a “Local Emergency” is declared during the employee’s shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a “Local Emergency” is declared outside of the employee’s shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

DRAFT



January-June 2021/2022
FLSA: Non-Exempt
Class Code: 5301/5303
Bargaining Unit: Teamsters

ATTACHMENT G

MAINTENANCE WORKER I/II

DEFINITION

Under direct or general supervision, performs a variety of routine to complex maintenance work in the maintenance, repair, operation, construction, and/or modification of City infrastructure and facilities, including but not limited to streets, structures, street signs and striping, traffic medians, parks, sports fields, water distribution system field service work, and other City facilities and landscaped areas; and performs related work as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives direct or general supervision. Exercises no direct supervision over staff. May direct the work of seasonal or part-time staff.

CLASS CHARACTERISTICS

Maintenance Worker I: This is the entry-level class in the Maintenance Worker series. Initially under close supervision, incumbents with basic maintenance experience learn City infrastructure, systems, and facilities, use of tools and equipment, and a wide variety of practices and procedures. As experience is gained, assignments become more varied and are performed with greater independence. Positions at this level usually perform most of the duties required of the positions at the II level, but are not expected to function at the same skill level and usually exercise less independent discretion and judgment in matters related to work procedures and methods. Work is usually supervised while in progress and fits an established structure or pattern. Exceptions or changes in procedures are explained in detail as they arise. Since this class is often used as a training class, employees may have only limited or no directly related work experience.

Maintenance Worker II: This is the full journey-level class in the Maintenance Worker series that performs the full range of duties required to ensure that City infrastructure, systems, and facilities to which assigned, are maintained in a safe and effective working condition and provide the highest level of safety for public use. Responsibilities include inspecting and attending to assigned areas in a timely manner, and performing a wide variety of tasks in the maintenance and repair of assigned facilities and systems. Positions at this level are distinguished from the I level by the performance of the full range of duties as assigned, working independently and exercising judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. This class is distinguished from the Senior Maintenance Worker in that the latter has lead responsibility for assigning and directing the work of staff and individually, and is capable of performing the most complex duties assigned to the division.

Positions in the Maintenance Worker class series are flexibly staffed and positions at the II level are normally filled by advancement from the I level requiring a minimum of one (1) additional year of experience and after gaining the knowledge, skill, experience, licenses, and certifications which meet the qualifications.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the rights to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

When performing the parks/sports fields/landscape maintenance assignment:

- Maintains City parks, athletic fields, landscape, trees, median, and right-of-way areas.
- Applies pesticides and herbicides based on regulatory safety standards; maintains Federal and State-mandated records and reports related to the application of chemical pesticides and herbicides.
- Maintains, monitors, troubleshoots, and programs park irrigation systems; repairs sprinklers, booster pumps, water features, backflows, main lines, and valves; reads and interprets irrigation, landscape, and electrical plans.
- Inspects and repairs playground equipment, drinking fountains, public restrooms, benches, lighting, pathways, fences, and other park and landscape amenities.
- Waters, mows, weeds, renovates, and fertilizes lawns and sports fields; plants, prunes, and cares for trees, shrubs, groundcovers, and flowers.
- Operates and maintains specialized vehicles and a variety of light, medium, and heavy equipment and hand and power tools related to the construction, maintenance, and repair of City open spaces and related facilities.
- Performs semi-skilled carpentry, plumbing, and electrical work; performs minor repairs and fabrications requiring welding, cutting, and drilling; and concrete repair and replacement.
- Cleans restrooms; removes litter and graffiti.

When performing streets maintenance assignment:

- Performs construction, maintenance, and repair activities of City streets, roadways and sidewalks to ensure safe and efficient access for the public, including alleys, sidewalks, curbs and gutters, roadway base and sub-base, guard rails, asphalt pavement, crack seal application, concrete repair, traffic and street sign installation, repair, and reflectivity, and pavement markings.
- Participates in concrete maintenance, including attending to trip hazards, demolishing and removing concrete, and forming, pouring, and finishing sidewalks, handicap ramps, curbs, and gutters.
- Operates construction and concrete cutting and breaking equipment such as a jackhammer; constructs concrete forms, pours concrete, and assists in finishing concrete and masonry work.
- Operates and maintains specialized vehicles and a variety of light, medium, and heavy equipment, and hand and power tools related to the construction, maintenance, and repair of City streets, roadways, and related facilities.
- Paints and installs traffic markers; repairs guard rails; installs traffic signs; paints or stencils traffic directional marking including crosswalks, safety loading zones, bus stops, parking and center lines, railroad and street crossings; hangs banners.
- Removes and cleans homeless encampments; removes litter and debris.

When performing the aquatic maintenance assignment:

- Maintains City water features including pools, decorative fountains, drinking fountains, and splash pads.
- Monitors, operates, and maintains chemical feed systems; tests and adjusts chemical levels in water features to meet regulatory standards.

- Performs preventative maintenance of mechanical, electrical, and computer controlled programming systems associated with City water features.
- Cleans water features; removes litter.

When performing airport facilities assignment:

- Assists in the maintenance and repair of Tracy Municipal Airport facilities including the Tracy Municipal Airport, New Jerusalem Airport, bus stops, bus shelters, bikeways, and the City of Tracy compressed natural gas station.
- Maintains, inspects, and repairs airport hangars, security lighting, approach path indicator lights, fencing, and gates.
- Operates and maintains specialized vehicles and a variety of light, medium, and heavy equipment and hand and power tools related to the construction, maintenance, and repair of airport facilities and surrounding landscaping.
- Changes aviation fuel filters; samples aviation fuels for contaminants.
- Performs asphalt sweeping on airport grounds.
- Maintains airport park by mowing and edging grass, trimming weeds and pruning trees; inspects and repairs the irrigation system; applies herbicides and insecticides as required.
- Cleans and inspects automated weather observation system.
- Monitors and maintains functional operations of the Airport's rotating beacon.

When performing meter reading assignment:

- Utilizes a hand-held meter-reading computer or other device to retrieve data from water meters in accordance with an assigned schedule and route including taking transfer and final readings; notes any unusual computer/device messages and takes appropriate actions to remedy issues.
- Performs a variety of semi-skilled work to inspect, maintain and repair valves, meters, water distribution pipelines, and related appurtenances.
- Performs customer service duties such as turn-ons and shut-offs, checking for leaks or dead meters; reports water use violations; assists customers in resolving water volume and pressure problems.
- Observes and reports meter or service defects, unusual water flow, unauthorized fire hydrant use or unauthorized use of reclaimed water; submits work orders to the operations department for the repair of service leaks.
- Observes condition of meter or other unusual conditions relative to need for repair; maintains meters, boxes, lids and landscape around meter boxes.
- Provides customers with specialized information about their water service (e.g., when consumption is unusually high, when an obstruction prevents reading of meter, and/or when service shut-offs may be required for maintenance purposes).
- Answers customer inquiries and refer customers to the proper City personnel if additional information is requested.
- Assists with creating maps using the Geographic Positioning System (GPS) to identify all meter locations
- Schedules and coordinates activities with other sections and divisions; ensures the timely and accurate response to service requests.
-

When performing all assignments:

- Inspects assigned City infrastructure for safety issues, structural integrity, and possible future work projects and programs, and appropriately marks areas that need to be repaired.
- Observes safe work methods and makes appropriate use of related safety equipment as required.

- Maintains public facilities which may include shop and garage areas, storage sites, water features and other work areas in a clean and orderly condition, including securing equipment at the close of the workday.
- Operates and maintains specialized vehicles and a variety of light, medium, and heavy equipment and hand and power tools.
- Installs street barricades and cones and controls traffic around work sites and special events to ensure safe conditions for the general public and City workers.
- Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions.
- Assists in the monitoring of contractors working within the area of assignment to ensure the work is appropriately performed.
- Assists in planning, review, and coordination of various assignment related construction and renovation projects.
- Assists in the requisition and purchase of materials and supplies.
- Operates standard office equipment, including job-related computer hardware and software applications.
- Maintains accurate logs and records of work performed and materials and equipment used.
- Responds to emergencies, both during and after-work hours.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Basic principles, practices, tools, and materials as they relate to the maintenance and repair of infrastructure, facilities, systems, and appurtenances similar to those in a municipal environment.
- Basic mathematics.
- Safe driving rules and practices.
- Basic computer software related to work.
- English usage, spelling, vocabulary, grammar, and punctuation.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and City staff.

Maintenance Worker II, in addition to the above:

- Principles, practices, tools, and materials for maintaining and repairing streets, roadways, traffic medians, parks, sports fields, water distribution system field service work, and other City facilities and landscaped areas.
- Traffic control procedures and traffic sign regulations.
- The operation and minor maintenance of a variety of hand and power tools, vehicles, and light to heavy power equipment.
- Operational characteristics of specialized construction maintenance and repair equipment.
- Occupational hazards and safety equipment and practices related to the work, including the handling of hazardous chemicals.
- Applicable federal, state, and local laws, codes, and regulations.

Ability to:

- Perform basic construction, modification, maintenance, and repair work.
- Troubleshoot maintenance problems and determine materials and supplies required for repair.
- Read and interpret construction drawings, blueprints, maps, and specifications.

- Make accurate arithmetic calculations.
- Safely and effectively use and operate hand tools, mechanical equipment, power tools, and light to heavy equipment required for the work.
- Perform routine equipment maintenance.
- Maintain accurate logs, records, and basic written records of work performed.
- Understand and follow oral and written instructions.
- Organize own work, set priorities, and meet critical time deadlines.
- Use English effectively to communicate in person, over the telephone, and in writing.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Maintenance Worker II, in addition to the above:

- Perform construction, modification, maintenance and repair work on streets, roadways, traffic medians, parks, sports fields, water distribution system field service work, and other City facilities and landscaped areas.
- Perform assigned maintenance and repair duties with accuracy, speed, and minimal supervision.
- Operate specialized construction maintenance and repair equipment.
- Interpret and apply the policies, procedures, laws, codes, and regulations pertaining to assigned programs and functions.
- Set up and operate traffic area construction zones, including cones, barricades, and flagging.
- Read, interpret, and apply technical information from manuals, drawings, specifications, layouts, blueprints, and schematics.
- Follow department policies and procedures related to assigned duties.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills and abilities is qualifying. A typical way to obtain the required qualifications would be:

Maintenance Worker I and II: Equivalent to the completion of the twelfth (12th) grade.

Maintenance Worker I: No previous work experience is required. Previous experience in the field of maintenance or construction is highly desirable.

Maintenance Worker II: Two (2) years of experience in construction, maintenance, and/or repair of streets and roadways, traffic signs, and/or related facilities, systems, and appurtenances, or one (1) year of experience equivalent to Maintenance Worker I at the City of Tracy.

Licenses and Certifications:

Maintenance Worker I:

- Possession of, or ability to obtain, a valid California Driver's License by time of appointment.
- Depending on assignment, ability to obtain a class A driver's license with the appropriate endorsements within six (6) months of appointment is required.

Maintenance Worker II:

- Possession of a valid California Driver's License.
- Depending on assignment, may require a valid class A driver's license with the appropriate endorsements and satisfactory driving record within six (6) months of appointment. For

promotional positions, possession of, or ability to obtain an appropriate California Class A Driver License with appropriate endorsements within 60 days of promotion is required.

- Depending on assignment, an Aquatics Facility Operation Certification (AFO) may be required.
- Depending on assignment, a Qualified Applicator's Certificate (QAC), Pest Control Advisor (PCA), and/or related applicator license from the State of California may be required
- Depending on the assignment, a certification from the Sports Turf Managers Association as a Certified Sports Field Manager (CSFM) may be required.
- Depending on assignment, a Playground Safety Inspector Certificate (CPSI) may be required.

PHYSICAL DEMANDS

Must possess mobility to work in the field; strength, stamina, and mobility to perform medium to heavy physical work, to work around machines, to climb and descend ladders, to operate varied hand and power tools and construction equipment, and to operate a motor vehicle and visit various City sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves field work requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability to lift, carry, push and pull materials and objects weighing up to 100 pounds, or heavier weights with the use of proper equipment.

ENVIRONMENTAL CONDITIONS

Employees work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with challenging staff and/or public and private representatives and contractors in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

May be required to be on-call and to work various shifts or emergencies on evenings, weekends, and holidays.

DISASTER SERVICE WORKER

All City of Tracy employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.



June 2022

FLSA: Non-Exempt

CLASS CODE: 5424

BARGAINING UNIT: Teamsters

ATTACHMENT H

ENVIRONMENTAL COMPLIANCE TECHNICIAN

DEFINITION

Under general supervision, performs a variety of routine to complex duties which, depending on assignment, include pretreatment inspections and tests of water, stormwater pollution prevention, water quality, water conservation and efficient uses, backflow, wastewater, cross connection programs, and/or industrial wastes; collects stormwater, water, wastewater and/or industrial wastes samples; conducts field investigations and audits of construction projects to determine compliance with regulations and permit conditions; contacts industrial and institutional customers concerning water conservation and/or wastewater disposal services; prepares reports; and performs related duties, as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned supervisory or management staff. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

This is a technical classification performing a wide variety of environmental inspection duties. Incumbents serve to relieve the supervisor of performing technical detail work and are expected to function with very little direct oversight. Successful performance of the work requires the frequent use of tact, discretion, and independent judgment, knowledge of departmental and City activities, and extensive staff contact. This class is distinguished from other technical classes by the nature, scope, complexity, and diversity of responsibilities involved in the environmental compliance function. This class is distinguished from the Environmental Compliance ~~Officer~~ Analyst in that the latter is responsible for the more complex work, including program administration.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

When performing Water Resource assignments:

- Inspects commercial, industrial, institutional, and residential properties for compliance with water restrictions/prohibitions and discharges of stormwater to the City's storm drain system; enforces water and stormwater violations.
- Inspects and enforces new and redevelopment construction projects for compliance with federal, state and local regulations; ensures installed Post-Construction Stormwater Treatment facilities and devices are compliant with standards and verifies self-monitoring reports; inspects as necessary to confirm.
- Contacts customers to ensure compliance with backflow device requirements and ensure customers make appropriate repairs; generates and sends initial notices, follow-up notices, and final notices to owners of backflow devices for annual testing; maintains records and files on backflow prevention devices, locations, inspections, testing, and corrections.
- Verifies and approves customers for rebates when new water efficient products are purchased and installed.

- Assist in the implementation of practices and procedures for the City's Water Conservation and Efficiency Program, including inputting water consumption data collected; assists with preparing reports and notices for the City and regulatory agencies.

When performing Pre-Treatment assignments:

- Inspects, monitors, and conducts sampling at various categorical and non-categorical commercial and industrial sites, including conducting comprehensive inspections of new and existing industry, restaurants, and contaminated projects for compliance with fat oils and grease programs and wastewater discharge regulations; evaluates environmental risks associated with industrial processes and activities; ensures hazardous chemicals are stored in accordance with regulations.
- Monitors the fats, oils, and grease (FOG) inspection program; conducts, tracks, and schedules inspections.
- Prepares accurate records and correspondence, including writing, updating, negotiating and maintaining industrial wastewater discharge permits and holding tank wastewater discharge permits.
- Meets and corresponds with industrial and commercial users to interpret and implement federal, state, and local regulations, ordinances, and policies of the pretreatment programs.
- Investigates and traces the sources of illegal industrial wastes entering the City's wastewater collection system.
- Test and repair installed backflow prevention devices at City facilities to ensure compliance with all laws and ordinances.
- Contacts customers to ensure compliance with backflow device requirements and ensures customers make appropriate repairs; generates and sends initial notices, follow-up notices, and final notices to owners of backflow devices for annual testing; maintains records and files on backflow prevention devices, locations, inspections, testing, and corrections.

When performing all assignments:

- Maintains and monitors database of rule violations, investigations, and findings.
- Responds to public inquiries regarding area of assignment.
- Prepares written inspection reports and related documentation for the pretreatment, stormwater management, and/or water conservation and efficiency programs; maintains inspection documentation and records as required in accordance with established City records management procedures.
- Assists in researching, developing, and implementing community outreach and public education materials around pretreatment, stormwater management, and/or water conservation projects and programs; speaks to groups and individuals regarding City programs and efforts; participates as an active and contributing member of designated community organizations, industry specific committees/project teams, and special interest work groups as a representative of the City as assigned.
- Organizes, maintains, and documents all required information for enforcement of City code as directed by the federal, state, and local requirements; prepares technical reports, evidence, and documentation; conducts follow up sampling and inspections.
- Reads, interprets, applies, and explains regulations and standards to customers.
- Maintains accurate records of work performed.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles, practices, and programs for the City's industrial wastewater pretreatment program, the industrial waste inspection function, and related programs and projects.
- Principles and practices of water conservation and efficiency.
- Principles and practices of stormwater discharge management.
- Practices and techniques related to wastewater and/or hazardous materials sampling and sample

handling.

- Practices and techniques of performing industrial facility and process inspections.
- Practices and techniques of performing construction and industrial inspections.
- Principles of chemical, biological and related sciences.
- Principles, practices, and terminology of residential, industrial, construction, and commercial wastewater discharge source control.
- Principles, practices and terminology of pollution prevention as related to water quality.
- Occupational hazards and standard safety procedures, including confined space entry procedures and related safety equipment.
- Applicable federal and state laws; city, department, and division regulations, codes, policies, and procedures.
- Recordkeeping principles and procedures.
- Principles and practices of data collection and technical report preparation.
- Basic and advanced arithmetic and statistical techniques.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

- Perform in-depth inspections of construction, residential, industrial, and commercial users.
- Collect water, wastewater, fats, oil, and grease samples to be analyzed in the lab.
- Assemble data and prepare reports and maintain records of testing and findings.
- Read and interpret a variety of meters, gauges, and recording charts.
- Organize, maintain, and update office database and records systems.
- Prepare clear and concise reports, correspondence, and other written materials.
- Make accurate arithmetic and statistical computations.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with governmental agencies; community groups; various business, professional, and regulatory organizations; and in meetings with individuals.
- Learn and understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to the completion of the twelfth (12th) grade supplemented by at least one (1) year of college-level courses or specialized training in environmental studies or a related field and ~~threetwo~~ (32) years of experience related to office and/or field work, inspections, information gathering, making reports, performing customer service/public contact, interpreting and applying policies, procedures, rules and regulations. Experience with creating public outreach materials/making presentations and performing inspections and/or doing sampling in any field are highly desirable.

Licenses and Certifications:

- Possession of, or the ability to obtain, a valid Class C California driver's license upon appointment.
- May be required to complete National Incident Management System (NIMS) Training.
- When performing water resource assignments, a Certified Inspector of Sediment and Erosion Control (CISEC) from CISEC, Inc., OR Certified Professional in Erosion and Sediment Control (CPESC), OR Certified Erosion Sediment & Stormwater Inspector (CESSWI) from EnviroCert International, Inc., OR either Qualified Stormwater Developer (QSD) OR Qualified Stormwater Practitioner (QSP) from Office of Water Programs (OWP) is required within 6 months of hire.
- When performing water efficiency assignments, a Water Use Efficiency Grade I from American Water Works Association (AWWA) is highly desirable.
- When performing pre-treatment assignments, a Backflow Prevention Assembly Tester Certification and Cross Connection Specialist Certification from American Water Works Association ~~is~~are required within 6 months of hire.

PHYSICAL DEMANDS

When assigned to an office environment, must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone; ability to stand and walk between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information.

When assigned to field inspection, must possess mobility to work in changing site conditions; possess the strength, stamina, and mobility to perform light to medium physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; to reach, twist, turn, kneel, and bend, to climb and descend ladders; and to operate a motor vehicle and visit various City sites; vision to inspect site conditions and work in progress. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards, with exposure to hazardous materials in some site locations. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 50 pounds, or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees also work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

N/A

DISASTER SERVICE WORKER

All City of Tracy employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a “Local Emergency” is declared during the employee’s shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a “Local Emergency” is declared outside of the employee’s shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

DRAFT

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

AUTHORIZE AMENDMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION PLANS, MASTER SALARY SCHEDULE RELATING TO THE REAL PROPERTY AGENT, DIRECTOR OF OPERATIONS AND UTILITIES, ASSISTANT DIRECTOR OF UTILITIES, ASSISTANT DIRECTOR OF OPERATIONS, POLICE HOMELESS OUTREACH COORDINATOR, MAINTENANCE WORKER I/II AND ENVIRONMENTAL COMPLIANCE TECHNICIAN

WHEREAS, The City has established Classification and Compensation Plans and Master Salary Schedule detailing all job classifications and salary ranges; and

WHEREAS, The City has completed classification reviews to establish five (5) new class specifications and salary ranges for Real Property Agent, Director of Operations and Utilities, Assistant Director of Utilities, Assistant Director of Operations and Police Homeless Outreach Coordinator and revise the class specifications for Maintenance Worker I/II and Environmental Compliance Technician; and

WHEREAS, It is necessary to amend the City's Classification and Compensation Plans, and Master Salary Schedule effective July 3, 2022, as follows:

- Real Property Agent: \$7,257 - \$8,822 per month.
- Director of Operations and Utilities: \$15,946 - \$19,379 per month.
- Assistant Director of Operations: \$13,653 - \$16,596 per month.
- Assistant Director of Utilities: \$13,653 - \$16,596 per month.
- Police Homeless Outreach Coordinator: \$5,591 - \$6,795 per month.
- Environmental Compliance Technician: \$5,355 - \$6,510 per month; now therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby authorizes the Director of Human Resources to amend the City's Classification, Compensation Plan and Master Salary Schedule to establish five (5) new classification specifications and salary ranges for Real Property Agent, Director of Operations and Utilities, Assistant Director of Utilities, Assistant Director of Operations, Police Homeless Outreach Coordinator, and revising the existing classifications of Maintenance Worker I/II and Environmental Compliance Technician.

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on June 24, 2022, 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

AGENDA ITEM 1.E

REQUEST

ADOPT A RESOLUTION APPROVING A GENERAL SERVICES AGREEMENT WITH DELTA WIRELESS, INC. FOR POLICE COMMUNICATIONS MAINTENANCE FOR A TOTAL NOT TO EXCEED AMOUNT OF \$400,000 FOR A TERM OF THREE YEARS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

EXECUTIVE SUMMARY

The Police Department's three-year maintenance agreement with Delta Wireless of Stockton expires on June 30, 2022 and the Department would like to enter into a new three-year agreement with Delta Wireless of Stockton. The agreement will provide for maintenance of all police radio equipment for a term of three years.

DISCUSSION

The Police Department's three-year maintenance agreement with Delta Wireless of Stockton expires on June 30, 2022 and the Department would like to enter into a new three-year agreement with Delta Wireless of Stockton. Delta Wireless currently provides maintenance for the Department's Motorola equipment including all portable radios, car radios, and equipment in the 9-1-1 communications center.

Delta Wireless has been Tracy Police Department's radio maintenance provider for over 18 years. Delta Wireless of Stockton has an exclusive operating agreement to supply the required maintenance services in the geographical area of the City of Tracy; therefore, they are a sole source provider for the maintenance of our Motorola equipment.

Pursuant to Tracy Municipal Code 2.20.140(b)(2) the City Manager can approve of dispensing with the request for proposals because the maintenance services we require can only be performed by one source.

The City of Tracy Police Department has funding within the operational budget designated for the maintenance of the department's radio communications equipment, which includes repeaters, base stations, voting receivers, radio remotes, mobiles, portables, digital microwave, mobile data, video, T1 MUX, T1 switch, powers supplies, radio consoles, comparators, routers, IP Mux, radio networks, transmit combiners, and receive multi-couplers.

The City Manager has determined that Delta Wireless, Inc. is the sole source provider for Motorola equipment maintenance for the Tracy area pursuant to Tracy Municipal Code 2.20.140(b)(2). Therefore, a formal request for proposals was not required for this General Services Agreement.

FISCAL IMPACT

The three year agreement is not to exceed \$400,000 (or approximately \$133,000 annually). The funding is provided through the Police Department's operating budget in the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving a General Services Agreement with Delta Wireless, Inc. for police communications maintenance for a total not to exceed amount of \$400,000 for a term of three years and authorizing the City Manager to execute the Agreement.

Prepared by: Beth Lyons-McCarthy, Police Support Operations Manager

Reviewed by: Sekou Millington, Chief of Police
Karin Schnaider, Director of Finance
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

Attachments:

Attachment A - Sole Source Vendor Memorandum
Attachment B - General Services Agreement with Delta Wireless, Inc.

**TRACY POLICE DEPARTMENT**

MEMORANDUM

Date: April 19, 2022
To: Michael Rogers, City Manager
From: Beth Lyons-McCarthy, Support Operations Manager
Re: Delta Wireless- Sole Source Provider

The police department's 3-year maintenance agreement with Delta Wireless of Stockton expires on June 30, 2022 and the department would like to enter into a new 3-year agreement with Delta Wireless of Stockton. This agreement is scheduled for City Council on June 24, 2022.

Delta Wireless currently provides maintenance for the department's Motorola equipment including all portable radios, car radios, and equipment in the 9-1-1 communications center.

Delta Wireless has been Tracy Police Department's radio maintenance provider for over 18 years. The department has confirmed Delta Wireless of Stockton is the sole source provider for Motorola equipment and maintenance for the Tracy area and; therefore, they are our sole source provider for the maintenance of our Motorola equipment.

Pursuant to Tracy Municipal Code 2.20.140(b)(2) the City Manager can approve of dispensing with the request for proposals because the maintenance services we require can only be performed by one source.

Respectfully,

Beth Lyons-McCarthy
Support Operations Manager

DocuSigned by:

E36809904BEB4E4...
Sekou Millington
Chief of Police

DocuSigned by:

0B26348EF26D42C...
Michael Rogers
City Manager

SERVICE ♦ INTEGRITY ♦ EXCELLENCE

1000 CIVIC CENTER DRIVE • TRACY, CA 95376 • VOICE: 209•831•6550 • FAX: 209•831•4017

CITY OF TRACY
GENERAL SERVICES AGREEMENT WITH
Delta Wireless, Inc. Police Communications Maintenance

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

Recitals

A. City's current communications maintenance agreement with Provider expires on June 30, 2022.

B. Pursuant to Tracy Municipal Code 2.20.180(b)(2) the formal request for proposals process is not required because Provider has an exclusive operating agreement to supply the required maintenance services in the geographical area of the City of Tracy.

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

D. This Agreement is being executed pursuant to Resolution No. 2022-____ approved by Tracy City Council on June 24, 2022.

Now therefore, the Parties mutually agree as follows:

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

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

2.1 Term. The term of this Agreement shall begin on July 1, 2022 and end on June 30, 2025, unless terminated in accordance with Section 6.

3. Compensation. City shall pay Contractor on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed \$400,000 (\$133,000 annually). Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City's prior written approval.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Termination. Either party may terminate this Agreement by giving 30 days' written notice to Contractor. Upon termination, Contractor shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Contractor for this Agreement. The City shall pay Contractor for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To City:
Tracy Police Department
Attn: Grace Segura
1000 Civic Center Drive
Tracy, CA 95376

To Contractor:
David Naasz
Delta Wireless, Inc.
1700 W. Fremont
Stockton, CA 95203

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

14. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Michael Rogers
Title: City Manager
Date: _____

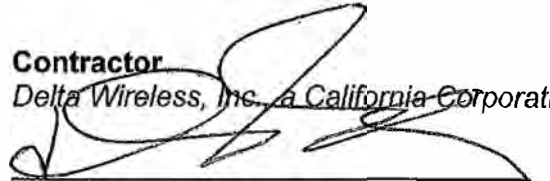
Attest:

Adrienne Richardson, City Clerk

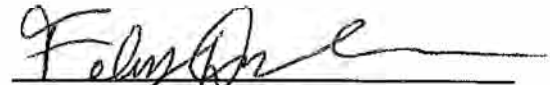
Approved as to form:

Bijal Patel, City Attorney

Contractor
Delta Wireless, Inc. a California Corporation


By: David Naasz
Title: President
Date: 4/19/22

Federal Employer Tax ID No. 68-0371097


By: Felix Difuntorum
Title: Treasurer
Date: 4/19/22

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



1700 W. Fremont Street
Stockton, CA. 95203
209-948-9611
209-948-0103 Fax
Deltawireless.com

This SUBSCRIBER AND INFRASTRUCTURE MAINTENANCE AGREEMENT is subject to these terms and conditions:

(1) Definitions. For brevity and uniformity all references to Delta Wireless, Inc. in this agreement will be construed to mean Delta Wireless, Inc. All references to Customer shall be construed as meaning and apply to the equipment to be maintained by the terms of this agreement.

(2) Work. Delta Wireless, Inc. agrees to provide maintenance for the Customer of the equipment described on the attached equipment list of the agreement beginning and ending on the dates indicated if the Customer makes the payments herein specified. Mobile units will be removed and reinstalled in different vehicles at T&M rates. Maintenance does not include antenna systems, combining or batteries for subscribers or infrastructure contracts. Maintenance includes the labor and parts required to repair equipment which has become defective through normal wear and usage. This agreement does not include repair of any transmission lines, antennas, tower or tower lighting damage, or batteries unless such work is described on the reverse side of this agreement, such maintenance may be furnished upon request at mileage, material and labor rates prevailing at the time of each call.

MAINTENANCE OPTIONS

(3) Delta's standard subscriber maintenance supporting equipment that is "out of manufactures warranty". Delta's Maintenance includes; labor and parts required to restore the equipment to manufacturers specifications, service desk access, triage, asset management, and an annual preventive maintenance certification.

(3a) Delta's subscriber Warranty Plus Program covers equipment under manufactures warranty, which covers defects, but does not provide for on-site services and system management. Delta's "Warranty Plus" program includes: service desk access, triage, shipping, radio "retest" for operational quality assurance, asset management, and an annual preventive maintenance certification.

(3b) Delta's Infrastructure Maintenance supports equipment that is "out of manufactures warranty". Which includes; labor and parts required to restore the equipment to manufacturers specifications, triage, asset management, annual preventive maintenance certification, weekly fixed end and related site equipment inspection, (excluded tower climbing) 7x24 dispatch with on-site response. Service desk access, service call and activity accounting, operator and technical support, annual PM of contracted equipment, network hardware repair, installation of manufacturer's provided security patches, advanced replacement of contracted equipment when supported by manufacturer, and pre-deployment operational check of equipment returned from the Motorola depot.

(4) Not Included. Maintenance does not include the repair or replacement of equipment which has otherwise become defective, including, but not limited to, damage caused by accidents, physical abuse or misuse of the equipment, acts of God, fires, and does not include extensive maintenance or replacement of equipment due to interference, intermodulation, or other degrading signals causing poor service that the equipment is not designed to reject. Prior to the start of the contract, the customer is responsible for identifying equipment that is defective, broken, inoperable or physically damaged. Repair of this equipment to operational condition will be performed on a time and material basis.

(5) Maintenance Standards. The equipment out of warranty will be maintained by Delta Wireless, Inc. in accordance with these standards: (I) Manufacturer parts or parts of equal quality will be used; (II) oil, water, dust and foreign substances will be removed from the equipment; (III) the equipment will not be subject to mechanical abuse; (IV) the equipment will be maintained at the levels necessary to provide the required communication; (V) routine maintenance procedures will be followed; and (VI) all maintenance work will be done by qualified CET certified technicians.

(6) Time and place of maintenance work for SUBSCRIBERS: Customer to provide covered work area with adequate AC power. Mobile units and removable equipment shall be delivered by the Customer to the place of service indicated on the reverse side of this agreement. The Customer shall provide Delta Wireless service personnel with a minimum of 3 working days' notice prior to delivery of a mobile unit for reinstallation to verify radio operation and that accessories are on hand. Customer shall provide Delta Wireless full and free access to all equipment being serviced.

(6a) Time and place of maintenance work for INFRASTRUCTURE: Maintenance work on base stations and fixed equipment shall be performed at the location of the equipment with Customer furnishing heat, AC, light and power at these locations. The Customer shall give Delta Wireless 3 working days prior written notification and acceptance of the proposed software adds, moves or changes before software installation can start. Customer shall give Delta Wireless full and free access to all equipment being serviced.

(7) Payment. On or about the date each payment is due as set forth on the reverse side of this agreement Delta Wireless, Inc. will send the customer an invoice covering the monthly maintenance fees for the next Payment Period plus all other charges for the preceding Payment Period, and the Customer shall pay the amount of said invoice within thirty (30) days of its date to Delta Wireless, Inc. Each invoice shall be due and payable whether or not the equipment is operating, and Delta Wireless, Inc. may terminate this agreement by giving the Customer thirty (30) days' notice by certified mail if the Customer defaults in its payment to Delta Wireless, Inc. The Customer shall reimburse Delta Wireless, Inc. for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments now or hereafter imposed by or under the authority of the Federal, State or local law, rule or regulation with respect to the maintenance of the equipment except Federal income and profits taxes of Delta Wireless, Inc.

(8) FCC records. Delta Wireless, Inc. will assist in FCC licensing issues, however Customer is solely responsible for any and all licenses or authorizations required by the FCC or any other government agency.

(9) Automatic renewal. After the "Date Maintenance Ends" indicated on the reverse side of this agreement, this agreement shall continue for successive additional periods of 1 month, provided that either Delta Wireless, Inc. or the Customer may terminate this agreement on the "Date Maintenance Ends" or thereafter upon 30 days written notice to the other party sent by certified mail to the address indicated herein. Annual preventative maintenance certifications will be performed after the 12 months of payment. Inventory adjustments will be made on an annual basis.

(10) Laws and regulations. This agreement and the rights and obligations of the parties under it are subject to present and future valid orders and valid laws, rules and regulations of duly constituted authorities having jurisdiction.

(11) Waiver. Failure or delay on the part of Delta Wireless, Inc. or the Customer to exercise any right power or privilege hereunder shall not operate as a waiver thereof.

(12) Prior negotiations. This contract constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

(13) Amendment. No revision of this agreement shall be valid unless made in writing and signed by a General Manager or corporate officer of Delta Wireless Inc. and authorized agent of the Customer.

(14) Non-solicitation agreements. Delta Wireless, Inc is and shall remain an independent contractor under this agreement and any other agreement for consulting services and no employment relationship is created. Services are provided for the exclusive use of the Client, and may not be sold, given away, or used for any other purpose other than the Client's business or organization. The Client understands and agrees that Delta Wireless, Inc employees may not be solicited for regular full-time or part-time employment at the Client's business or organization without the express written approval by Designated of Delta Wireless, Inc. The Client further agrees that in the event that any Delta Wireless, Inc employee, while still employed by Delta Wireless, Inc, or within ninety days of separation of employment from Delta Wireless, Inc, becomes employed by the Client, a placement fee equal to thirty percent of the first years salary is immediately payable to Delta Wireless, Inc upon hiring of the Delta Wireless, Inc employee by the Client.

(15) Non-Solicitation of Employees: Customer shall not, during the term of this Agreement and for a period of two (2) years immediately following the termination of the contract, or any extension hereof, for any reason, either directly or indirectly: (a) call on, solicit, induce, recruit, or encourage any of Delta Wireless, Inc employees to leave their employment or terminate their contracts or take away such employees (b) attempt to solicit, induce, recruit, encourage or take away employees for the customer or any other person or entity: (c) call on solicit, induce, recruit or encourage any of the customers to terminate their relationships with Delta Wireless or take away such customers or (d) attempt to solicit, induce, recruit, encourage or take customer of Delta Wireless, Inc for the Customer or any other person or entity.

(16) Equipment that is documented "End of Life" by a manufacturer, cannot be added to this contract. Delta Wireless, Inc will provide a diligent work effort to repair the equipment on a time and material basis, under the same contractual response time and work day/week schedule.

(17) Contract is cancelable with 30-day written notification by either party.



WIRELESS, INC

1700 W. Fremont St.
 Stockton Ca; 95203
 (209) 948-9611 fax (209) 948-0103

EXHIBIT B
Service Agreement
Renewal

Customer: Tracy Police Department	Service Agreement No: S1205207
Attention: Beth Lyons-McCarthy	Agreement Date: 4/18/2022
Address: 1000 Civic Center Dr.	Date Maintenance Begins: 7/1/2022
City: Tracy State: CA Zip: 95376	Date Maintenance Ends: 6/30/2023
Phone: 209-831-6594 Fax:	Payment Period: Monthly
E-Mail: beth.lyons-mccarthy@tracypd.com	Customer PO#:
	Negotiated by: Debra Thompson

				Monthly Fees	
Quantity	Equipment	Descriptions	Place of Service	Per Unit	Extended
1	MCC7500			\$5,440.00	\$5,440.00
1	XTL2500	Logging		\$25.00	\$25.00
1	APX7500	Consolette		\$60.00	\$60.00
1	APX7500	Dual Band - Logging		\$25.00	\$25.00
4	T5365A	Quantar Base		\$40.00	\$160.00
8	T5589A	Astro Tac Receivers		\$40.00	\$320.00
2	T5770A	Astro Tac Comparator		\$70.00	\$140.00
6	APX7000	Dual Band Portable		\$14.00	\$84.00
177	APX6000	Portables		\$12.00	\$2,124.00
67	APX7500	Dual Band Mobile		\$16.00	\$1,072.00
3	XTS2500	Portables		\$12.00	\$36.00
2	HP800GISFF	Consoles		\$60.00	\$120.00
5	APX8500	Mobiles		\$16.00	\$80.00
1	CDM750	Mobiles		\$16.00	\$16.00
6	MIP Gateways			\$40.00	\$240.00
1	MIP Server			\$60.00	\$60.00

TOTAL: \$10,002.00

When this agreement is accepted by Delta Wireless Inc., the equipment on the customer/agreement order referenced above will be serviced by Delta Wireless in accordance with the Terms and Conditions printed on the reverse side. This agreement does not include replacement of antennas or batteries or service of any transmission line, antenna, tower, or tower lighting unless such work is described below.

Special Instructions

Service 8:00 - 5:00 Monday thru Friday. 24X7 response time. Physical damage, Antenna's, Batteries, Mics not included.
 This contract may be canceled by either party with a 30 day notice.

Customer Name: Delta Wireless, Inc. 

Tracy PD MCC7500 Inventory 2022 - 2023

After Warranty

\$ 5,440.00

Model Number	Serial Number	Item	Description	Price
TRACY PD SITE Rack 1				
CLN1856A	147CQX0459	HP Procurve 2620-24	SITE LAN SWITCH 01	\$ 40.00
T7577A	147CQX1731	GGM 8000	SITE GATEWAY 01	\$ 40.00
T7039A	112CQX1273	GTR 8000	CHANNEL 1 BASE RADIO	\$ 150.00
T7039A	112CQX1276	GTR 8000	CHANNEL 2 BASE RADIO	\$ 150.00
9100-9	4130	TRAK 9100	FREQUENCY STANDARD	\$ 30.00
T7585A	405CQX0017	GCP 8000	CONVENTIONAL SITE CONTROLLER 01	\$ 80.00
M21QSM9PW1AN	518CGB0238	XTL2500	TPD 1 Logging	\$ 25.00
M30TSS9PW1AN	656CQT0720	APX7500 Dual Band	TPD 2 Logging	\$ 25.00
Tracy PD SITE Rack 2				
T7577A	147CQX1733	GGM 8000	CSUB GATEWAY 01	\$ 40.00
T7577A	147CQX1735	GGM 8000	CSUB GATEWAY 02	\$ 40.00
CLN1856A	147CQX0456	HP Procurve 2620-24	CSUB SWITCH 01	\$ 40.00
CLN1856A	147CQX0457	HP Procurve 2620-24	CSUB SWITCH 02	\$ 40.00
T7321A	112CQX0212	GCM 8000	CHANNEL 1 COMPARATOR	\$ 80.00
T7321A	112CQX0206	GCM 8000	CHANNEL 2 COMPARATOR	\$ 80.00
TT2565C	2UA4420YYY	SERVER	Part of K2 Core	\$ 175.00
TRACY PD SITE Rack 3				
T7861A	405CQX0015	HP PROCURVE 2620-24	BACKHAUL LAN SWITCH 01	\$ 40.00
T7861A	405CQX0016	HP PROCURVE 2620-24	BACKHAUL LAN SWITCH 02	\$ 40.00
T7857A	405CQX0019	HP PROCURVE 2620-24	CORE LAN SWITCH 02	\$ 40.00
T7857A	405CQX0020	HP PROCURVE 2620-24	CORE LAN SWITCH 01	\$ 40.00
T7577A	405CQX0012	GGM 8000	TRANSPORT GATEWAY 01	\$ 40.00
T7577A	405CQX0013	GGM 8000	TRANSPORT GATEWAY 02	\$ 40.00
T7585A	405CQX0018	GCP 8000	CONVENTIONAL SITE CONTROLLER 02	\$ 80.00
T7577A	147CQX3503	GGM 8000	CONVENTIONAL CHANNEL GATEWAY 02	\$ 40.00
T7577A	147CQX2989	GGM 8000	CONVENTIONAL CHANNEL GATEWAY 01	\$ 40.00
F4543A	469SQW003N	SDM 3000 SITE MANAGER	AUX I/O PANNEL	\$ 80.00
2750020000	1446000868	RAD IP MUX	IP MUX	\$ 525.00
TRACY PD SITE DISPATCH				
TT2538C(HP Z420)	2UA4440NQK	DISPATCH OPERATOR POSITION PC	OP01	\$ 175.00
B1933A	443CQX0691	VOICE PROCESSOR MODULE	OP01	\$ 80.00
TT2538C(HP Z420)	2UA4440NNQ	DISPATCH OPERATOR POSITION PC	OP02	\$ 175.00
B1933A	443CQX0694	VOICE PROCESSOR MODULE	OP02	\$ 80.00
TT2538C(HP Z420)	2UA4440NPD	DISPATCH OPERATOR POSITION PC	OP03	\$ 175.00

B1933A	443CQX0693	VOICE PROCESSOR MODULE	OP03	\$	80.00
TT2538C(HP Z420)	2UA4440NNC	DISPATCH OPERATOR POSITION PC	OP04	\$	175.00
B1933A	443CQX0689	VOICE PROCESSOR MODULE	OP04	\$	80.00
TT2538C(HP Z420)	2UA4440NPR	DISPATCH OPERATOR POSITION PC	OP05	\$	175.00
B1933A	443CQX0690	VOICE PROCESSOR MODULE	OP05	\$	80.00
TT2538C(HP Z420)	2UA4440NMD	DISPATCH OPERATOR POSITION PC	OP06	\$	175.00
B1933A	443CQX0692	VOICE PROCESSOR MODULE	OP06	\$	80.00
TT2538C(HP Z420)	2UA4440NQK	DISPATCH OPERATOR POSITION PC	SPARE	\$	175.00
B1933A	443CQX0697	VOICE PROCESSOR MODULE FRU	SPARE	\$	80.00
TRACY PD SITE GREEN					
T7577A	147CQX1690	GGM 8000	SITE GATEWAY 01	\$	40.00
CLN1856A	147CQX0458	HP PROCURVE 2620-24	SITE LAN SWITCH 01	\$	40.00
T7039A	112CQX1277	GTR 8000	CHANNEL 1 BASE RADIO	\$	150.00
T7039A	112CQX1278	GTR 8000	CHANNEL 2 BASE RADIO	\$	150.00
2750020000	1446000867	RAD IP MUX	IPMUX	\$	525.00
9100-8	1405	TRAK 9100	FREQUENCY STANDARD	\$	30.00
T5770A	525CGD0047	AstroTac UHF Comparator	TPD	\$	70.00
T5589A	743CGD0005	AstroTac UHF Voting Rxvr	STA 94 CH 1	\$	40.00
T5589A	743CGD0006	AstroTac UHF Voting Rxvr	STA 97 CH 1	\$	40.00
T5589A	743CGD0007	AstroTac UHF Voting Rxvr	SCHOOL MAINT CH 1	\$	40.00
T5589A	743CGD0008	AstroTac UHF Voting Rxvr	STA 96 CH 1	\$	40.00
T5589A	743CJH0003	AstroTac UHF Voting Rxvr	STA 96 CH 2	\$	40.00
T5589A	743CJH0004	AstroTac UHF Voting Rxvr	SCHOOL MAINT CH 2	\$	40.00
T5589A	743CJH0005	AstroTac UHF Voting Rxvr	STA 97 CH 2	\$	40.00
T5589A	743CJH0006	AstroTac UHF Voting Rxvr	STA 94 CH 2	\$	40.00
T5770A	525CJF0121	AstroTac UHF Comparator	TPD	\$	70.00
T5365A	509CGD1668	Quantar Base	TPD CH 1	\$	40.00
T5365A	509CJF1994	Quantar Base	TPD CH 2	\$	40.00
T5365A	509CGZ1616	Quantar Base	TPD CLEMARS	\$	40.00
T5365A	509CGZ1617	Quantar Base - Spare	TPD	\$	40.00
L30SSS9PW1AN	761CPR0532	APX7500 Consolette	Consolette	\$	60.00

Tracy PD Subscriber Inventory 2022 - 2023

Model	Serial	Location	Description	Type	Price	\$	3,832.00
M25DKC9AA1AN	103TLY4242	Tracy PD Command Van	CDM750 Low band		\$	16.00	
H46SDC9PW5AN	407CGB0866		XTS2500	Portable	\$	12.00	
H46SDC9PW5AN	407CGB0909		XTS2500	Portable	\$	12.00	
H46SDC9PW5AN	407CGM1189		XTS2500	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8242		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8243		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8244		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8245		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8246		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8247		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8248		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8249		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8250		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8251		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8252		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8253		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8254		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8255		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8256		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8257		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8258		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8259		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8260		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8261		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8262		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8263		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8264		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8265		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8266		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8267		APX6000	Portable	\$	12.00	missing
H98QDD9PW5AN	481CQT8268		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8269		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8270		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8271		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8272		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8273		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8274		APX6000	Portable	\$	12.00	
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H98QDD9PW5AN	481CQT8276		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8277		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8278		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8279		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8280		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8281		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8282		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8283		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8284		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8285		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8286		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8287		APX6000	Portable	\$	12.00	

Tracy PD Subscriber Inventory 2022 - 2023

H98QDD9PW5AN	481CQT8340	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8341	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8342	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8343	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8344	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT8345	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9864	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9865	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9866	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9867	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9868	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9869	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9870	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9871	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9872	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9873	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9874	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9875	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9876	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9877	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9878	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9879	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9880	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9881	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9882	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9883	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9884	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9885	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9886	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9887	APX6000	Portable	\$	12.00	missing
H98QDD9PW5AN	481CQT9888	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9889	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9890	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9891	APX6000	Portable	\$	12.00	
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H98QDD9PW5AN	481CQT9893	APX6000	Portable	\$	12.00	
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H98QDD9PW5AN	481CQT9899	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9900	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9901	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9902	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9903	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9904	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9905	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9906	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9907	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9908	APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9909	APX6000	Portable	\$	12.00	

Tracy PD Subscriber Inventory 2022 - 2023

H98QDD9PW5AN	481CQT9910		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9911		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9912		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CQT9913		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CUR2242		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CUR2243		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CUR2244		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CUR2245		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CUR2246		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CUR2247		APX6000	Portable	\$	12.00	
H98QDD9PW5AN	481CWB2466		APX6000		\$	12.00	Warranty
H98QDD9PW5AN	481CWB2467		APX6000		\$	12.00	
H98QDD9PW5AN	481CWB2468		APX6000		\$	12.00	
H98QDD9PW5BN	481CXD0794	Tracy PD	APX6000		\$	12.00	
H98QDD9PW5BN	481CXD0795		APX6000		\$	12.00	
H98QDD9PW5BN	481CXD0796		APX6000		\$	12.00	
H98QDD9PW5BN	481CXD0797	Tracy PD	APX6000		\$	12.00	
H98QDD9PW5BN	481CXD0800	Tracy PD Conference Roo	APX6000		\$	12.00	
H98QDD9PW5BN	481CXD0801	Tracy PD Conference Roo	APX6000		\$	12.00	
H98QDD9PW5BN	481CXD0802		APX6000		\$	12.00	
H98QDD9PW5BN	481CXD0805	Tracy PD Conference Roo	APX6000		\$	12.00	
H98QDD9PW5BN	481CXD0809		APX6000		\$	12.00	
H98QDD9PW5BN	481CXD0810		APX6000		\$	12.00	
H98QDD9PW5BN	481CXD0812		APX6000		\$	12.00	
H98QDD9PW5BN	481CXD0813	Tracy PD Conference Roo	APX6000		\$	12.00	
H98QDD9PW5BN	481CXD0816	Tracy PD Conference Roo	APX6000		\$	12.00	
H98QDD9PW5BN	481CXD0817		APX6000		\$	12.00	
H97TGD9PW1AN	655CQT4474		APX7000 Dual Band	Portable	\$	14.00	
H97TGD9PW1AN	655CQT4475		APX7000 Dual Band	Portable	\$	14.00	
H97TGD9PW1AN	655CQT4476		APX7000 Dual Band	Portable	\$	14.00	
H97TGD9PW1AN	655CQT4477		APX7000 Dual Band	Portable	\$	14.00	
H97TGD9PW1AN	655CQT4478		APX7000 Dual Band	Portable	\$	14.00	
H97TGD9PW1AN	655CQT4479		APX7000 Dual Band	Portable	\$	14.00	
M30TSS9PW1AN	656CQT0658		APX7500 Dual Band	Motorcy, Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0659		APX7500 Dual Band	Motorcy, Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0660		APX7500 Dual Band	Motorcy, Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0661		APX7500 Dual Band	Motorcy, Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0662		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0663		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0664		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0665		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0666		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0667		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0668		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0669		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0670		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0671		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0672		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0673		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0674		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0675		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0676		APX7500 Dual Band	Mobile	\$	16.00	

Tracy PD Subscriber Inventory 2022 - 2023

M30TSS9PW1AN	656CQT0677		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0678		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0679		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0689		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0690		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0691		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0692		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0693		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0694		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0695		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0696		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0697		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0698		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0699		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0700		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0701		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0702		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0703		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0704		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0705		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0706		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0707		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0708		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0709		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0710		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0711		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0712		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0713		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0714		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0715		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0716		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0717		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0718		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0719		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0721		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0722		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0723	Tracy PD Command Van	APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0724		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0725		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0726		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0727		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CQT0728		APX7500 Dual Band	Mobile	\$	16.00	
M30TSS9PW1AN	656CRF1558	Tracy PD Motorcycle	Radio ID 35878	Mobile	\$	16.00	
M30QSS9PW1AN	656CSH0281	Tracy PD Command Van	APX7500 UHF		\$	16.00	
M30QSS9PW1AN	656CSH0282	Tracy PD Command Van	APX7500 UHF		\$	16.00	
M30QSS9PW1AN	656CSH0283	Tracy PD Command Van	APX7500 DUAL BAND 800	Mobile	\$	16.00	
M30KSS9PW1AN	656CSH0284	Tracy PD Command Van	APX7500 VHF		\$	16.00	
M30KSS9PW1AN	656CSH0285	Tracy PD Command Van	APX7500 VHF		\$	16.00	
M37TSS9PW1AN	681CVKC133	#5443	APX8500	Mobile	\$	16.00	Warranty 5/2022
M37TSS9PW1AN	681CVKC134	#5442	APX8500	Mobile	\$	16.00	Warranty 5/2022
M37TSS9PW1AN	681CVKC135		APX8500	Mobile	\$	16.00	Warranty 5/2022
M37TSS9PW1AN	681CVKC136	#5444	APX8500	Mobile	\$	16.00	Warranty 5/2022

Tracy PD Subscriber Inventory 2022 - 2023

M37TSS9PW1AN	681CVKC137		APX8500	Mobile	\$	16.00	Warranty 5/2022
L3482AC	740CSE0101	Tracy PD Command Van	MIP5000 Gateway		\$	40.00	
L3482AC	740CSF0157	Tracy PD Command Van	MIP5000 Gateway		\$	40.00	
L3482AC	740CSF0162	Tracy PD Command Van	MIP5000 Gateway		\$	40.00	
L3482AC	740CSF0166	Tracy PD Command Van	MIP5000 Gateway		\$	40.00	
L3482AC	740CSF0167	Tracy PD Command Van	MIP5000 Gateway		\$	40.00	
L3482AC	740CSF0168	Tracy PD Command Van	MIP5000 Gateway		\$	40.00	
ABKPRRYRN	AB1858284	Tracy PD Command Van	Aberdeen Server		\$	60.00	
HP800GISFF	MXL5262H5Z	Tracy PD Command Van	OP1		\$	60.00	
HP800GISFF	MXL5262H62	Tracy PD Command Van	OP2		\$	60.00	

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING A GENERAL SERVICES AGREEMENT WITH DELTA WIRELESS, INC. FOR POLICE COMMUNICATIONS MAINTENANCE FOR A TOTAL NOT TO EXCEED AMOUNT OF \$400,000 FOR A TERM OF THREE YEARS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, Delta Wireless, Inc. currently provides maintenance to the City of Tracy Police Department's radio communication equipment; and

WHEREAS, the Police Department's current agreement with Delta Wireless, Inc. expires on June 30, 2022; and

WHEREAS, the City Manager has determined that Delta Wireless, Inc. is the sole source provider for such equipment pursuant to Tracy Municipal Code 2.20.140(b)(2); and

WHEREAS, a formal request for proposals is not required since Delta Wireless, Inc. is the sole source provider; and

WHEREAS, Delta Wireless, Inc. has agreed to enter into a three year General Services Agreement with the City to continue providing maintenance services to the Police Department's radio equipment; now, therefore, be it

RESOLVED: That the City Council hereby approves a General Services Agreement with Delta Wireless, Inc. for providing maintenance services to the Police Department's radio equipment for a total not to exceed amount of \$400,000 for a term of three years; and be it

FURTHER RESOLVED: That the City Council hereby authorizes the City Manager to execute the General Services Agreement and any amendments to the Agreement.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on June 24, 2022, 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

AGENDA ITEM 1.F

REQUEST

ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR SCHOOL PEDESTRIAN CROSSING GUARD SERVICES IN A TOTAL AMOUNT NOT TO EXCEED \$1,731,744 FOR A TERM OF THREE YEARS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

EXECUTIVE SUMMARY

This agreement will provide school pedestrian crossing guard services to 28 sites within the Tracy Unified School District and Jefferson School District.

DISCUSSION

The City has contracted with All City Management Services, Inc. to provide crossing guard services since 1995. The contract with All City Management Services, Inc. was renewed and amended in 2005, 2008, 2014, 2018, and 2019. The Tracy Police Department has negotiated a three year contract with All City Management Services, Inc. to provide crossing guard services from July 1, 2022 to June 30, 2025.

On April 29, 2022, the Tracy Police Department published a Request for Proposals on the City of Tracy website. Additional research was done to identify potential alternative vendors. Only two agencies providing crossing guard services to the Tracy area were identified: All City Management Services, Inc. and World Private Security, Inc. Both vendors were contacted and notified of the published Request for Proposals. On April 29, 2022, the City received proposals from both of these vendors.

All City Management Services, Inc. was determined to be the most responsive to the City's needs. Their service has consistently met the standards set by the City and their fees, although significantly higher this proposed term, have remained consistently less than other proposals and have kept pace with California minimum wage increases.

Under the Professional Services Agreement, All City Management Services, Inc. will provide crossing guard services to 28 sites within the Jefferson Unified School District and Tracy Unified School District, 3.0 hours daily, for 180 school days annually. The contract provides for 20,160 hours annually. Due to split shifts, California Labor Law requires an extra hour of pay each working day. All City Management Services, Inc. will provide all recruitment, background clearance, hiring, training, equipment, payroll, supervision, and management of the crossing guard program. The program is \$561,658 in the first year (\$27.86 hourly wage), \$585,043 (\$29.02 hourly wage) for second year, and \$585,043 (\$29.02 hourly wage) for the third year of the contract. The City's obligation for the overall cost is a 50% shared cost with school districts.

FISCAL IMPACT

School pedestrian crossing guard services is a contracted service funded in each fiscal year budget. The Police Department's operational budget combined with the 50%

(\$865,872) shared costs from The Tracy Unified School District and the Jefferson School District will support the proposed contract cost of not to exceed \$1,731,744.

STRATEGIC PLAN

This agenda item relates to the Council's Strategic Priorities for Public Safety.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving a professional services agreement to All City Management Services, Inc. for school pedestrian crossing guard services in a total amount not to exceed \$1,731,744 for a term of three years and authorizing the City Manager to execute the agreement.

Prepared by: Beth Lyons-McCarthy, Support Operations Manager

Reviewed by: Sekou Millington, Chief of Police
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

Attachments

Attachment A - Professional Services Agreement with All City Management Services, Inc.

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
All City Management Services, Inc.

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

Recitals

- A. On April 29, 2022, the City obtained formal requests for proposals from two prospective Consultants to provide School Pedestrian Crossing Guard Services for the City of Tracy. All City Management Services submitted its proposal to perform the services described by this Agreement.
- B. After negotiations between City and Consultant, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- C. On June 24, 2022, the City Council authorized the execution of this Agreement, pursuant to Resolution No. 2022-_____.

Now therefore, the Parties mutually agree as follows:

1. **Scope of Work.** Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by All City Management Services, Inc. Consultant shall not use or replace any subcontractor or subconsultant 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/subconsultant may result in the termination of this Agreement.

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

2.1 Term. The term of this Agreement shall begin on July 1, 2022 and end on June 30, 2025, unless terminated in accordance with Section 6. This Agreement may be extended for an additional (1) one year by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement

3. **Compensation.** City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "A," attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$1,731,744. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Consultant shall submit bi-weekly invoices to the City describing the services performed, including school site location, designated school days, times, and names of persons performing the service.

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

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

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

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

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

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

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

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

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

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

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

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

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

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

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

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

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

6. Termination. Either party may terminate this Agreement by giving thirty days' written notice to the other party prior to the final date of Consultant providing service. The Consultant's final day of services under this Agreement shall fall upon the last day of the month. City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement through the final date of service, within 30 days of receipt of a final invoice from Consultant.

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

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

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

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

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

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

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

8. Ownership of Work. All work, reports, designs, content, and any other work product of Consultant are deemed intellectual property or are licensed for use by Consultant and shall be retained by Consultant as such. Any extension or authorization of use, licensing, or other transfer of said intellectual property or licensing to City is subject to separate agreement and additional fees.

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

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

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

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

To City:

Tracy Police Department
Attn: Accounts Payable
1000 Civic Center
Tracy, CA 95376

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:

All City Management Services, Inc.
Director of Operations
10440 Pioneer Boulevard, Suite 5
Santa Fe Springs, CA 90670

13. Miscellaneous.

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

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

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

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

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

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

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Michael Rogers
Title: City Manager
Date: _____


Attest:

Adrienne Richardson, City Clerk

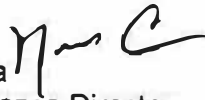
Approved as to form:

Bijal Pital, City Attorney

Consultant



By: Demetra Farwell
Title: Director, Admin Services
Date: 5/16/22


By: Noel Concha
Title: Interim Finance Director
Date: 5/16/22

Federal Employer Tax ID No. 95-3971517

Exhibits:

A Scope of work including personnel and time of performance - see agreement sections 1 and 2

B Compensation - see agreement section 3

EXHIBIT A – Scope of Services

SCOPE OF SERVICES.

The City of Tracy Pedestrian School Crossing Guard program, managed through the Police Department, currently requires twenty-eight (28) crossing guards deployed at twenty-eight (28) different locations within the City of Tracy limits. Each of these positions routinely requires staffing 1.5 hours during the morning and 1.5 hours during the afternoon. The exact hours and days per week are established through the individual school site calendars, which are available through the Tracy Unified School District and the Jefferson School District.

Crossing Guard Personnel: Personnel provided by the CONSULTANT to function in the Crossing Guard capacity shall be of an adult age and trained by the laws and codes of the State of California and the City of Tracy pertaining to general pedestrian safety and school crossing areas. CONSULTANT shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. CONSULTANT shall further maintain adequate reserve personnel to be able to furnish alternate guards in the event that any person fails to report to work at the assigned time and location.

Service Hours and Frequency: Services shall be provided by the CONSULTANT at the designated locations and hours on all days on which the designated schools in the City of Tracy are in session. CITY shall have the right to determine the hours and locations when and where crossing guard services shall be furnished by CONSULTANT. CITY further has the authority to add to, delete from, or revise the work schedule/locations at any time.

Supervising, Training and Scheduling: CONSULTANT shall train, schedule, provide, and supervise personnel in accordance with the professional services contract and the rules and regulations of the City of Tracy. CONSULTANT shall provide supervisor personnel to insure that crossing guard activities are taking place at the required places and times.

EXHIBIT B - COMPENSATION

Crossing guard hourly rate has been determined to include compensation for individuals working split shifts in accordance with the State of California Labor Law requiring an additional hour of compensation at a minimum rate of pay.

The hourly rate agreed upon includes a fully loaded rate, meaning all costs are included in the proposed hourly billing rate. The fully loaded rate included but is not limited to; recruitment, background, clearance, training, equipment, insurance, supervision, and management of the City of Tracy's Crossing Guard Program.

The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If additional equipment is desired, additional cost would be billed to CITY.

All City Management Services will provide crossing guard services to 28 sites within the Jefferson Unified School District and Tracy Unified School District, 3.0 hours daily, for 180 school days annually. 20,160 hours are provided annually. The program is \$561,658 in the first year (\$27.86 hourly wage), \$585,043 (\$29.02 hourly wage) for second year, and \$585,043(\$29.02 hourly wage) for the third year of the contract.

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR SCHOOL PEDESTRIAN CROSSING GUARD SERVICES IN A TOTAL AMOUNT NOT TO EXCEED \$1,731,744 FOR A TERM OF THREE YEARS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of Tracy Police Department contracts with outside vendors to provide school pedestrian crossing guard services for 28 school crossing sites located within the Jefferson Unified School District and Tracy Unified School District; and

WHEREAS, the City issued a Request for Proposals and selected All City Management Services, Inc., which demonstrated the competence and professional qualifications necessary for the satisfactory performance of the required services; and

WHEREAS, the City and All City Management Services, Inc. reached an agreement to provide these services, the Professional Services Agreement; and

WHEREAS, the School Pedestrian Crossing Guard Services is a contracted service funded through the Police Department's annual budget; now, therefore, be it

RESOLVED: That the City Council hereby approves a professional services agreement with All City Management Services, Inc. for school pedestrian crossing guard services in a total amount not to exceed \$1,731,744 for a term of three years; and be it

FURTHER RESOLVED: That the City Council authorizes the City Manager to execute the Agreement and any amendments to the Agreement.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on June 24, 2022, 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

AGENDA ITEM 1.G

REQUEST

ADOPT A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT IN THE AMOUNT OF \$15,180 FROM THE CALIFORNIA ANIMAL WELFARE FUNDERS COLLABORATIVE TO FUND EARLY SPAYING/NEUTERING OF DOGS AND CATS AT THE CITY OF TRACY ANIMAL SHELTER

EXECUTIVE SUMMARY

The City of Tracy Animal Shelter has been awarded a grant for \$15,180 from the California Animal Welfare Funders Collaborative for funding early spaying/neutering for hard to place dogs and cats residing in the City of Tracy Animal Shelter. Staff recommends that the City Council accept the grant and authorize an appropriation of \$15,180 to the Animal Services budget for FY 22/23.

DISCUSSION

The City of Tracy Animal Services Unit identified an opportunity and applied for a grant through the California Animal Welfare Funder Collaboration to help decrease the length of stay for certain hard to place dogs and cats. The grant provides for the funding of upfront spay and neuter costs to animals that are difficult to home. By providing early alteration, these pets will be able to go home the same day as their adoption versus having to wait any additional time for an alteration appointment.

From 2019 to 2021, Animal Services had a total of 238 cats under its care for over 30 days, with some up to 153 days. During this same time frame, Animal Services had a total of 61 dogs under its care for over 30 days, with some up to 194 days. The average length of stay for animals brought into the shelter is 11 days.

To reduce the amount of time animals are in the shelter, it is important to remove any barriers in the adoption process. From 2021-2022, Animal Services adopted out 46% of dogs and 44% of cats. Due to adoptions being the most significant contribution to creating positive, live, outcomes for community pets in need, lessening their time in the animal shelter is of the utmost importance.

Accepting this grant will facilitate the following goals and objectives:

Goals

- Reduce the number of days a pet is in the shelter;
- Reduce the number of behavioral issues in the shelter due to length of stay; and
- Reduce the number of pets that could be euthanized due to space or behavioral issues caused by the length of stay in the shelter.

Objectives

- Issue a press release announcing the kick-off of the grant if accepted;

Agenda Item 1.G

June 24, 2022

Page 2

- Participate and report data (as required) by California Animal Welfare Funders Collaborative; and
- Feature that adopted pets can go home the same day as adoption.

STRATEGIC PLAN

This agenda item relates to Council's Strategic Priorities for Public Safety.

FISCAL IMPACT

The Tracy Animal Shelter will receive \$15,180 from the 2022 California Animal Welfare Funders Collaborative grant. \$15,180 is to be appropriated to the Police Department's (Animal Services) Operating Budget for FY 22/23. No City match is required.

RECOMMENDATION

Staff recommends that City Council adopt a resolution authorizing the acceptance of a grant in the amount of \$15,180 from the California Animal Welfare Funders Collaborative to fund early spaying/neutering of dogs and cats at the Animal Shelter and appropriate the funding to the Police Department's (Animal Services) Operating Budget for FY 22/23.

Prepared by: Brittany Pasquale, Animal Services Supervisor

Reviewed by: Beth Lyons-McCarthy, Police Support Operations Manager
Sekou Millington, Chief of Police
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

AUTHORIZING THE ACCEPTANCE OF A GRANT IN THE AMOUNT OF \$15,180 FROM THE CALIFORNIA ANIMAL WELFARE FUNDERS COLLABORATIVE TO FUND EARLY SPAYING/NEUTERING OF DOGS AND CATS AT THE CITY OF TRACY ANIMAL SHELTER

WHEREAS, the City of Tracy Animal Shelter was awarded a \$15,180 grant from the California Animal Welfare Funders Collaborative for funding the early alteration of difficult to place dogs and cats residing in the City of Tracy Animal Shelter; and

WHEREAS, by providing early alteration, these animals will be able to go home the same day as their adoption instead of prolonging additional time for an alteration appointment; and

WHEREAS, award of the grant does not require a City match of funds; now, therefore, be

RESOLVED: That the City Council accepts the grant in the amount of \$15,180 from the California Animal Welfare Funders Collaborative to fund early spaying/neutering of dogs and cats at the City of Tracy Animal Shelter and appropriates the funding to the Tracy Police Department's (Animal Services) Operating Budget for FY 22/23.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on June 24, 2022, 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

AGENDA ITEM 1.H

REQUEST

ADOPT A RESOLUTION APPROVING A GENERAL SERVICES AGREEMENT WITH KOEFRAN INDUSTRIES, INC. FOR REFRIGERATION, MAINTENANCE, AND DISPOSAL OF ANIMAL CARCASSES WITH A NOT TO EXCEED AMOUNT OF \$85,000 ANNUALLY FOR A TERM OF FIVE YEARS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

EXECUTIVE SUMMARY

This Agreement will provide to the City of Tracy Animal Shelter the continued use and maintenance of the Koefran Industries, Inc. refrigeration unit used to store animal carcasses, and scheduled disposal of biohazardous animal carcasses.

DISCUSSION

Koefran Industries, Inc. has been providing the refrigeration unit, maintenance of the unit, and disposal services for the City of Tracy since 1995. Koefran Industries, Inc. provides very specific services related to the refrigeration needed to store animal carcasses and the disposal of them. Additionally, Koefran Industries, Inc. provides for the safe removal and replacement of sharps containers utilized by Animal Services to dispose of needles used for vaccinations.

The current agreement expires June 30, 2022. In preparation for the renewal of this contract, staff researched and attempted to identify other vendors that provide the same services in or around the Tracy area. No other vendors were identified. Pursuant to Tracy Municipal Code section 2.20.180(b)(2), the formal request for proposals process is not required because Koefran Industries, Inc. was determined to be a sole source vendor. The term of the agreement will be five years.

FISCAL IMPACT

Koefran Industries, Inc.'s total compensation under this Agreement shall not exceed \$85,000 annually. This includes the cost of service of \$1,136.00 per month for the removal of all non-rabid, non-biohazardous animal carcasses and any State of California, Department of Industrial Relations Consumer Price Index (CPI) adjustments needed during the term of the contract.

STRATEGIC PLAN

This is a routine operational item.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving a general services agreement with Koefran Industries, Inc. for refrigeration and disposal of animal carcasses with a not to exceed amount of \$85,000 annually and authorizing the City Manager to execute the agreement.

Prepared by: Beth Lyons-McCarthy, Support Operations Manager

Reviewed by: Sekou Millington, Chief of Police
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

Attachments:

Attachment A – Professional Services Agreement with Koefran Industries, Inc.
Attachment B – Sole Source Vendor Memo

CITY OF TRACY
GENERAL SERVICES AGREEMENT WITH
Koefran Industries, Inc. Animal Removal Services

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

Recitals

A. City’s current animal removal services agreement with Provider expires on June 30, 2022.

B. Pursuant to Tracy Municipal Code 2.20.180(b)(2) the formal request for proposals process is not required because Provider is a sole source vendor providing services for animal removal and disposal, and refrigeration maintenance necessary for storage of animal carcasses.

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

D. On June 21, 2022, the City Council authorized the execution of this Agreement, pursuant to Resolution No. 2022-_____.

Now therefore, the Parties mutually agree as follows:

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

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

2.1 Term. The term of this Agreement shall begin on July 1, 2022 and end on June 30, 2027, unless terminated in accordance with Section 6.

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

3.1 Not to Exceed Amount. Contractor’s total compensation under this Agreement shall not exceed \$85,000 annually. On the anniversary date of each year of this Agreement, the initial monthly payment amount shown in shall be subject to adjustment. The index to be used for escalation in the State of California, Department of Industrial Relations Consumer Price Index (CPI) – California, for All Urban Consumers, Annual Average. Changes in the base price will be measured based on the

difference between the 2021 Annual Average and Annual Average for the most recent calendar year. The percentage in the payment shall be the same as the percentage change in the CPI. The adjusted rate shall be rounded to the nearest dollar. In no event shall the annual adjustment exceed more than five percent (5%) for any single year. Adjustments to the monthly payment amount shall be made through a written contract amendment on a Fiscal Year basis (June 30th).

Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City's prior written approval.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

works” or “maintenance” project, as defined in the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws.

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

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

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

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

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

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

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

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

To City:
Tracy Police Department
Attn: Grace Segura
1000 Civic Center Drive
Tracy, CA 95376

To Contractor:
Koefran Industries, Inc
P.O. Box 276424
Sacramento, CA 95827

With a copy to:
City Attorney
333 Civic Center Plaza
Tracy, CA 95376

14. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Michael Rogers
Title: City Manager
Date: _____

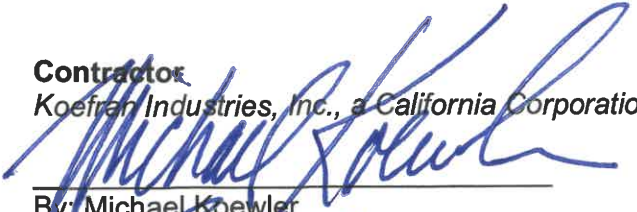
Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Bijal Patel, City Attorney

Contractor
Koefran Industries, Inc., a California Corporation



By: Michael Koewler
Title: President
Date: June 2, 22

Federal Employer Tax ID No. 68-0371097



By: Marc Piziali
Title: Chief Financial Officer
Date: 5/23/22

Exhibits:

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

EXHIBIT A - Scope of Work

CONTRACTOR will remove, from the Koefran Industries, Inc. refrigeration unit, dead animals (mammals, birds, and reptiles), 225 lbs. or less in weight, including but not limited to dogs and cats from facility located at 2375 Paradise Road, Tracy, CA 95376.

Remove all carcasses collected by CITY within the service area (from above stated facility) on a regular basis, not less than once every week, or within a reasonable time if due to the Koefran Industries Inc. refrigeration unit being near maximum capacity or refrigeration unit malfunction.

EXHIBIT B - Compensation

Cost of service is \$1,136.00 per month as full payment for the removal of all non-rabid, non-biohazardous animal carcasses as set forth herein.

Additional services provided by contractor will be paid as follows:

Removal of 2- gallon sharps containers at the rate of \$55.00 per 2- gallon sharps container

Removal of 8- gallon sharps containers at the rate of \$195.00 per 8- gallon sharps container

Pick-up and replacement of full Sharps containers, and \$3.75/lb. for removal of biohazardous (rabid or otherwise potentially infectious) waste contained in red bag and boxes.

**TRACY POLICE DEPARTMENT**

MEMORANDUM

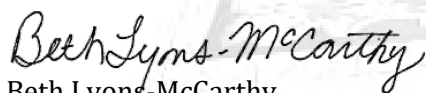
Date: April 19, 2022
To: Michael Rogers, City Manager
From: Beth Lyons-McCarthy, Support Operations Manager
Re: Koefran- Sole Source Provider

The police department's 5-year maintenance agreement with Koefran Industries, Inc. expires on June 30, 2022 and the department would like to enter into a new 5-year agreement with Koefran Industries, Inc. This agreement is scheduled for City Council on June 24, 2022.

Koefran Industries, Inc. has been the Tracy Police Department's vendor since 1995 and currently supplies the department with a refrigerator and refrigerator maintenance necessary for storing animal carcasses. They are the only vendor that services Tracy and neighboring areas and provides the refrigerator, the maintenance, and the removal of animal carcasses.

Pursuant to Tracy Municipal Code 2.20.180(b)(2) the City Manager can approve of dispensing with the request for proposals because the services we require can only be performed by one source.

Respectfully,


Beth Lyons-McCarthy
Support Operations Manager

DocuSigned by:



E36809904BEB4E4...

Sekou Millington
Chief of Police

DocuSigned by:



0B26348EF26D42C...

Michael Rogers
City Manager

SERVICE ♦ INTEGRITY ♦ EXCELLENCE

1000 CIVIC CENTER DRIVE • TRACY, CA 95376 • VOICE: 209•831•6550 • FAX: 209•831•4017

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING A GENERAL SERVICES AGREEMENT WITH KOEFRAN INDUSTRIES, INC. FOR REFRIGERATION, MAINTENANCE, AND DISPOSAL OF ANIMAL CARCASSES WITH A NOT TO EXCEED AMOUNT OF \$85,000 ANNUALLY FOR A TERM OF FIVE YEARS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, Koefran Industries, Inc. has been providing the use and maintenance of a refrigeration unit and disposal services for animal carcasses for the City of Tracy since 1995; and

WHEREAS, the current agreement with Koefran Industries, Inc. expires on June 30, 2022; and

WHEREAS, City of Tracy staff attempted to identify other potential vendors that provide similar services in order to issue formal requests for proposals; and

WHEREAS, Koefran Industries, Inc. provides very specific services and City staff was unable to identify any other vendors that provide these services; and

WHEREAS, pursuant to Tracy Municipal Code section 2.20.180(b)(2), Koefran Industries, Inc. meets the requirements of a sole source vendor and the formal request for proposals process is not required; and

WHEREAS, the General Services Agreement will provide for the City's continued use of the refrigeration unit and Koefran Industries, Inc.'s maintenance and disposal services; and

WHEREAS, Koefran Industries, Inc.'s total compensation under the General Services Agreement shall not exceed \$85,000 annually; now therefore, be it

RESOLVED: That the City Council hereby approves a General Services Agreement with Koefran Industries, Inc. for providing and maintaining a refrigeration unit to store animal carcasses and disposal services in an annual amount not to exceed \$85,000 from July 1, 2022 to June 30, 2027; and be it

FURTHER RESOLVED: That the City Council hereby authorizes the City Manager to execute the General Services Agreement and any amendments to the Agreement.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on June 24, 2022, 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

AGENDA ITEM 1.1

REQUEST

ADOPT A RESOLUTION APPROVING THE SUBMISSION OF A CLAIM TO THE SAN JOAQUIN COUNCIL OF GOVERNMENTS FOR TRANSPORTATION DEVELOPMENT ACT FUNDS IN THE AMOUNT OF \$5,555,484 FOR FISCAL YEAR 2021-2022 AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE CLAIM

EXECUTIVE SUMMARY

The City of Tracy (City) receives funds from the Transportation Development Act (TDA) that allow the City to provide transportation services throughout the community. The annual claim is necessary for the City to continue to receive TDA funding from the State through the San Joaquin Council of Governments (SJCOG). The amount the City will claim for FY 2021-2022 from the Local Transportation Fund (LTF) and the State Transit Assistance Fund (STA) is \$5,555,484.

TDA funds are used for City TRACER operations and capital acquisitions, and pedestrian and bike paths. Staff recommends that the City Council approve the claim for TDA funds for FY 2021-2022 and authorize the City Manager or designee to execute the claim.

DISCUSSION

Under the provisions of the Transportation Development Act (TDA), the City is required to make an annual claim for funds apportioned to the City under the Local Transportation Fund (LTF) and the State Transit Assistance Fund (STA). This claim is made to the State through the San Joaquin Council of Governments.

TDA funds are used to support the operations of the City's TRACER bus system, streets and road maintenance, and pedestrian and bike paths. Money for this claim is primarily being used for operational expenses that are not covered by Federal grants, as a funding source for the purchase of new buses, to fund the completion of a Bikeways Master Plan, and to fund bikeways maintenance in various parts of Tracy.

The total claim for LTF is \$5,540,060 which includes \$722,200 of unexpended carryover from the previous year's claim. The total claim for STA is \$15,424, which includes \$4,000 of previous year's unclaimed apportionment. The available TDA funding for FY 2021-22 for the City of Tracy to claim under the LTF and STA is \$10,157,643. After subtracting out the previous year's unexpended carryover of \$722,200, a total of \$4,833,284 will be disbursed to the City of Tracy. The remaining balance of \$4,617,583 will be available to claim in future years.

TRACY FISCAL YEAR 2021-2022 TDA CLAIM AMOUNTS AND PURPOSES		
Fund	Amount	Purpose
LTF	\$0	Article 8 Contractor Operating (PUC 99400(c))
LTF	\$1,241,164	Article 8 Contractor Operating (PUC 99400(c)) Previous Year's Unclaimed
LTF	\$1,022,305	Article 8 Contractor Operating (PUC 99400(c)) Previous Year's Unclaimed. (Transit Set-Aside)
LTF	\$0	Article 8 Contractor Operating (PUC 99400(c)) Unexpended Carryover
LTF	\$2,458,169	Article 8 Contractor Capital (99400(e))
LTF	\$501,679	Article 8 Contractor Capital (99400(e)) Unexpended Carryover
LTF	\$96,222	Pedestrian and Bicycle: Article 3 (PUC 99234)
LTF	\$220,424	Pedestrian and Bicycle: Article 3 (PUC 99234) Unexpended Carryover
LTF	\$0	Roads & Streets: Article 8 (99400 (a))
LTF	\$97	Roads & Streets: Article 8 (99400 (a)) Unexpended Carryover
STA	\$11,424	CCR Section 6730 (a)
STA	\$4,000	CCR Section 6730 (a) Previous Year's Unclaimed
Total:	\$5,555,484	Total LTF/STA claimed
Less:	<u>(\$722,200)</u>	Unexpended Carryover
	<u>\$4,833,284</u>	Net LTF funds to be disbursed to City of Tracy

Staff requests the Council approve submission of the claim through SJCOG and authorize the City Manager or designee to execute the claim.

STRATEGIC PLAN

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

FISCAL IMPACT

Authorization to submit the claim is necessary for the City to continue to receive TDA funding. Such funding is budgeted for FY 2021-2022 for the transit program and to support various bike/ped and street programs.

RECOMMENDATION

Staff recommends that City Council adopt a resolution approving the submission of a claim to SJCOG for TDA funds in the amount of \$5,555,484 for FY 2021-2022 and authorizing the City Manager or designee to execute the claim.

Prepared by: Ed Lovell, Transit Manager

Reviewed by: Brian MacDonald, Parks & Recreation Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING THE SUBMISSION OF A CLAIM TO THE SAN JOAQUIN COUNCIL OF GOVERNMENTS FOR TRANSPORTATION DEVELOPMENT ACT FUNDS IN THE AMOUNT OF \$5,555,484 FOR FISCAL YEAR 2021-2022 AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE CLAIM

WHEREAS, under the provisions of the Transportation Development Act (TDA), the City of Tracy is required to make an annual claim to the San Joaquin Council of Governments (SJCOG) for funds apportioned to the City under the Local Transportation Fund and the State Transit Assistance Fund; and

WHEREAS, unclaimed amounts are carried forward to the next fiscal year for reimbursement in that time period; and

WHEREAS, the City's FY 2021-2022 claim under the Local Transportation Fund and the State Transit Assistance Fund includes funds requested for FY 2021-2022 in the amount of \$5,555,484 as indicated for the following purposes:

TRACY FISCAL YEAR 2021-2022 TDA CLAIM AMOUNTS AND PURPOSES		
Fund	Amount	Purpose
LTF	\$0	Article 8 Contractor Operating (PUC 99400(c))
LTF	\$1,241,164	Article 8 Contractor Operating (PUC 99400(c)) Previous Year's Unclaimed
LTF	\$1,022,305	Article 8 Contractor Operating (PUC 99400(c)) Previous Year's Unclaimed. (Transit Set-Aside)
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LTF	\$97	Roads & Streets: Article 8 (99400 (a)) Unexpended Carryover
STA	\$11,424	CCR Section 6730 (a)
STA	\$4,000	CCR Section 6730 (a) Previous Year's Unclaimed
Total:	\$5,555,484	Total LTF/STA claimed
Less:	<u>(\$722,200)</u>	Unexpended Carryover
	<u>\$4,833,284</u>	Net LTF funds to be disbursed to City of Tracy

now, therefore be it

RESOLVED: That the City Council approves the submission of a claim to SJCOG for TDA funds in the amount of \$5,555,484 for FY 2021-2022; and be it

FURTHER RESOLVED: That the City Council authorizes the City Manager or designee to execute the claim.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on June 24, 2022, 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

AGENDA ITEM 1.J

REQUEST

ADOPT A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MTM TRANSIT, LLC TO INCREASE BASE WAGES: (1) \$18.50/HOUR TO \$21.00/HOUR FOR DRIVERS, (2) \$19.00/HOUR TO \$21.50 FOR DISPATCHERS, AND (3) \$16.00/HOUR TO \$18.00/HOUR FOR RESERVATIONISTS, AND INCREASING THE TOTAL CONTRACT PRICE FROM \$10,917,793.01 TO \$11,475,863.34

EXECUTIVE SUMMARY

The City of Tracy has a Professional Services Agreement (PSA) with MTM Transit, LLC (MTM) to operate the Tracer Bus System, which began July 1, 2021. Since that time, it has become increasingly difficult for MTM to attract candidates for various positions, including that of bus drivers. Both the City and MTM wish to amend the PSA to increase the base wages in an effort to be more competitive in the market and attract candidates for the various open positions.

DISCUSSION

The City of Tracy has a PSA with MTM to operate the Tracer Bus System, which went into effect on July 1, 2021. MTM has been the operating contractor for Tracer since August 2016. The current agreement expires on June 30, 2024, which has an option to extend the agreement.

Over the course of this past year, MTM has experienced vacancies in a variety of positions including bus drivers, dispatchers, and reservationists. Filling these vacancies has become a challenge for MTM, particularly with the bus driver positions. This has led to issues in providing consistent service due to the low staffing available to cover the needed shifts. In addition to challenges recruiting employees, especially drivers, employees are also leaving for higher paying jobs in other areas. The current agreement lists base wages as \$18.50/hour for drivers, \$19/hour for dispatchers, and \$16/hour for reservationists.

The area in which the majority of MTM’s current employees live is within San Joaquin County and Stanislaus County. There are a few other transit agencies within this area that also compete for the same employee pool. As shown in the chart below listing various agencies within this area and their starting wage for drivers, Tracy (through MTM) is currently the lowest. Each of these agencies, with the exception of San Joaquin RTD, contract out their operations similar to Tracy. While some agencies already paid higher wages than Tracy, since the original approval of the PSA in July 2021, several agencies have either increased their wages or are in the process of doing so.

Transit Agency	Position	Starting Pay
City of Tracy	Driver	\$18.50
City of Lodi	Driver	\$19.99
City of Manteca	Driver	\$19.50 (effective 7/1/22)

San Joaquin RTD Metro	Driver	\$19.85
Stanislaus Regional Transit	Driver	\$20.50
City of Turlock	Driver	\$21.00

In order to be more competitive in the market, both MTM and the City desire to increase the base wages for the contract staff as follows: \$21/hour for drivers, \$21.50/hour for dispatchers, \$18/hour for reservationists. The increase will allow MTM to be more competitive in their ability to recruit and retain staff.

The amendment to the contract will increase the contract price by \$243,380 for FY22/23, and a total of \$558,071 for the remainder of the contract. The increase in costs will be funded through operating assistance grants from the Federal Transit Administration and the state's Transportation Development Act.

STRATEGIC PLAN

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

FISCAL IMPACT

Funding to operate the Tracer Bus System comes out of the Transit Fund and is paid through a combination of Federal and State grants, which are incorporated into the annual budget adopted by City Council. Any increases in cost will be included as part of the FY22/23 budget. There is currently funding available through Federal and State grants to fund the increase in costs.

RECOMMENDATION

Staff recommends that City Council approve Amendment No. 1 to the Professional Services Agreement with MTM Transit, LLC to increase base wages resulting in an increase of the total contract from \$10,917,793.01 to \$11,475,863.34.

Prepared by: Ed Lovell, Transit Manager

Reviewed by: Brian MacDonald, Parks & Recreation Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – Amendment 1 to PSA with MTM Transit, LLC

**CITY OF TRACY
AMENDMENT 1 TO PROFESSIONAL SERVICES AGREEMENT
WITH MTM TRANSIT, LLC**

This Amendment No. 1 (hereafter "Amendment") to the Professional Services Agreement between the City of Tracy, a municipal corporation ("City") and MTM Transit, LLC, a Missouri Limited Liability Company ("Contractor"). City and Contractor are referred to individual as "Party" and collectively as "Parties."

RECITALS

- A. On July 1, 2021, City entered into a Professional Services Agreement ("Agreement") with Contractor for Public Transportation Services.
- B. It is becoming increasingly harder for the Contractor to attract and retain sufficient levels of staffing to perform the obligations of the contract.
- C. City and Contractor agree that in order to be competitive in attracting and retaining bus drivers and other staff, an increase to the base wages for Contractor staff is needed.
- D. This amendment is being executed pursuant to section 13.2 of the original agreement.
- E. Parties desire to amend the compensation rates as listed in Exhibit A, section A.1.1.2, of the Agreement.
- F. Parties desire to increase the "Not to Exceed" amount specified in Exhibit B of the Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **RECITALS TRUE AND CORRECT.** City and Contractor hereby agree that the recitals set forth above are true and correct.
- 2. **INCORPORATION OF AGREEMENT.** This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically deleted or modified hereby. Such deletions or modifications shall not be deemed to extinguish any monetary obligation that Contractor assumed thereunder.
- 3. **TERMS OF AMENDMENT.**

- A. Section A.1.1.2 of Exhibit A, "Scope of Work," is hereby amended to read as follows:

Compensating the following positions at the following minimum rates:

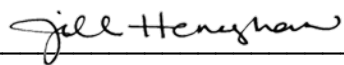
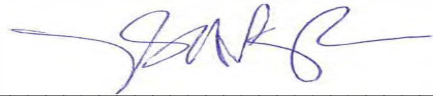
- Drivers: \$21/hour
 - Dispatchers: \$21.5/hour
 - Reservationists: \$18/hour
- Compensation rates may be lower during training periods.

- B. Exhibit B-1, attached hereto, shall supersede Exhibit B of the Agreement.

3. **MODIFICATIONS.** This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirements of the Agreement.
4. **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.
5. **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 on behalf of the respective legal entities of the Contractor and the City. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties do hereby agree to this full performance of the terms set forth herein.

City of Tracy	Contractor MTM Transit, LLC
_____	
By: Nancy Young	By: Jill Heneghan
Title: Mayor	Title: CFO
Date: _____	Date: 5/19/2022
Approved by City Council on	Federal Employer Tax ID
_____ by Resolution No.	No. 26-3937729
_____.	
Attest:	By: Brian Balogh
_____	Title: COO- Transit
Adrienne Richardson, City Clerk	Date: 05/19/2022
Approved as to form:	_____

Bijal M. Patel, City Attorney	

EXHIBIT B-1 - Compensation

	July 1, 2021 – June 30, 2022	July 1, 2022 – June 30, 2023	July 1, 2023 – June 30, 2024
Fixed Monthly Expense	\$146,811.39	\$157,805.44	\$162,940.29
Cost Per Vehicle Hour*	\$41.81	\$46.69	\$49.50
TOTAL AGREEMENT PRICE	\$3,538,763.61	\$3,878,099.27	\$4,059,000.46

	July 1, 2024 – June 30, 2025 (Extension 1)	July 1, 2025 – June 30, 2026 (Extension 2)
Fixed Monthly Expense	\$165,978.04	\$171,402.54
Cost Per Vehicle Hour*	\$52.36	\$55.26
TOTAL AGREEMENT PRICE	\$4,216,849.87	\$4,405,215.30

*City Provides 100% of the transit fleet

PROJECTED VEHICLE HOURS**	July 1, 2021 – June 30, 2022	July 1, 2022 – June 30, 2023	July 1, 2023 – June 30, 2024
Fixed Route Vehicle Hours	26,000 +15%	26,000 +15%	26,000 +15%
Paratransit Vehicle Hours	10,000 +15%	10,000 +15%	10,000 +15%
TracePLUS On-demand Vehicle Hours	6,500 +15%	6,500 +15%	6,500 +15%

PROJECTED VEHICLE HOURS**	July 1, 2024 – June 30, 2025	July 1, 2025 – June 30, 2026
Fixed Route Vehicle Hours	26,000 +15%	26,000 +15%
Paratransit Vehicle Hours	10,000 +15%	10,000 +15%
TracePLUS On-demand Vehicle Hours	6,500 +15%	6,500 +15%

**Actual hours may change per City Council action

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MTM TRANSIT, LLC TO INCREASE BASE WAGES: (1) \$18.50/HOUR TO \$21.00/HOUR FOR DRIVERS, (2) \$19.00/HOUR TO \$21.50 FOR DISPATCHERS, AND (3) \$16.00/HOUR TO \$18.00/HOUR FOR RESERVATIONISTS, AND INCREASING THE TOTAL CONTRACT PRICE FROM \$10,917,793.01 TO \$11,475,863.34

WHEREAS, the City Council of the City of Tracy previously approved a Professional Services Agreement (PSA) with MTM Transit, LLC (MTM) by Resolution 2021-058 to operate the Tracer Bus System on May 18, 2021; and

WHEREAS, since the commencement of the term of the PSA, MTM has experienced difficulty retaining staff and attracting candidates for various positions, including the position of bus drivers; and

WHEREAS, the City has learned that other local jurisdictions pay higher wages to transit staff; and

WHEREAS, both the City and MTM wish to amend the PSA to increase the base wages listed in the PSA in an effort to retain transit staff, be more competitive in the market, and attract candidates for the various open positions; now, therefore, be it

RESOLVED: That the City Council hereby approves Amendment No. 1 to the Professional Services Agreement with MTM Transit, LLC to increase base wages resulting in an increase of the total contract from \$10,917,793.01 to \$11,475,863.34.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on June 24, 2022, 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

AGENDA ITEM 1.K

REQUEST

ADOPT A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TRACY CITY CENTER ASSOCIATION TO COORDINATE AND HOST THE ANNUAL 4TH OF JULY PARADE WITH A NOT TO EXCEED AMOUNT OF \$10,000

EXECUTIVE SUMMARY

Historically, the Tracy Chamber of Commerce (Chamber) has partnered with the City of Tracy to host the annual 4th of July celebrations in Tracy. Due to several limitations, the Chamber informed the City it does not have the resources to continue hosting the 4th of July Parade for 2022 and beyond. Staff requests that City Council approve a Professional Services Agreement (PSA) with the Tracy City Center Association (TCCA) to host the upcoming parade in 2022.

DISCUSSION

Historically, the Tracy Chamber of Commerce (Chamber) has partnered with the City to host the annual 4th of July celebrations. The events on the 4th have included hosting a Tracy Breakfast Lions Club Pancake Breakfast, Hot Air Balloon launch, Parade from Central to Lincoln Park, Day in the Park at Lincoln Park, and Fireworks show launched from the old Heinz plant in the evening. Due to several limitations, the Chamber informed the City it does not have the resources to continue with the Parade for 2022 and beyond. The Chamber intends to continue to partner with the City to host the hot air balloon launch and Lions Club Pancake Breakfast at Lincoln Park and 4th of July Fireworks.

As a result, Tracy City Center Association (TCCA) a non-profit public benefit California corporation that operates the Downtown Tracy Community Benefit District ("District"), has offered to host the 4th of July Parade (to begin at 10th and A St, ending at Front Street Plaza) within their District boundaries to preserve the tradition of this event. TCCA will host and organize this event in partnership with the City, taking on coordinating, staffing, cleaning, and other responsibilities. TCCA hopes this event will continue to be an important investment in the local community, and to provide social, economic, and artistic opportunities to local businesses and residents to celebrate and come together in the City.

This PSA formalizes the services TCCA will be providing, including submitting applications, acquiring permits, maintaining insurance, and hosting/coordinating these events in a timely manner. The compensation for these services will not exceed \$10,000.

City staff is amenable to the negotiated terms included in the PSA and is able to fund support through existing operating budgets.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Strategic Priority, and specifically implements the following goal:

Goal 3: Provide City programming and events that bolster quality of life.

FISCAL IMPACT

Approval of this PSA will have a fiscal impact to the General Fund which will be absorbed by department operating budgets. TCCA will pay the application fee for the event permit, and the cost of this agreement is not to exceed \$10,000. Exhibit A to this report outlines the direct funding for these events. The hosting of Special Events in Downtown Tracy generates additional foot and vehicle traffic that leads to tax revenue for the City from Downtown Businesses.

RECOMMENDATION

That City Council adopt a resolution approving the professional services agreement between the City of Tracy and Tracy City Center Association to coordinate and host the annual 4th of July parade with a not to exceed amount of \$10,000.

Prepared by: Katie Akre, Recreation Program Coordinator

Reviewed by: Thien Nguyen, Recreation Services Supervisor
Jolene Jauregui-Correll, Recreation Services Manager
Brian MacDonald, Director of Parks & Recreation
Karin Schnaider, Director of Finance
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – PSA with Tracy City Center Association

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
TRACY CITY CENTER ASSOCIATION**

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Tracy City Center Association (TCCA), a non-profit public benefit California corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A. The City is in need of services to coordinate and host an annual 4th of July Parade. City has determined that Consultant possesses the skills, experience, and certification required to provide the services.
- B. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- C. This Agreement is exempt from formal procurement procedure requirements pursuant to Tracy Municipal Code section 2.20.120.
- D. This Agreement is being executed pursuant to Resolution No. 2022 - _____, approved by City Council on June 24, 2022.

Now therefore, the Parties mutually agree as follows:

1. **Scope of Work.** Consultant shall perform the services described in Exhibit "A" attached hereto and incorporated by reference. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: John Oh. 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. A failure to obtain the City's prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1. **Permit Requirements.** In addition to the services described in Exhibit "A," Consultant shall submit a facility use and special event permit application, including any applicable supplemental permits for operation of the events described above, and permit applications for all required safety inspections. Any City obligations will be specified in any permits issued.

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

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

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," attached hereto and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$10,000.00. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval.

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

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

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

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

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

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

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Termination. The City may terminate this Agreement by giving ten (10) days' written notice to Consultant. Upon termination, Consultant shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant for this Agreement. The City shall pay Consultant 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 Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

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

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

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

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

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

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

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

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

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

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

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

To City:

Parks and Recreation Director
Community Facilities Division
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:

Tracy City Center Association
John Oh
20 W. 11th Street
Tracy, CA 95376

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

13. Miscellaneous.

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

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

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

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

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

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

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

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

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

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

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

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

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

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

City of Tracy, a Municipal Corporation

By: _____

Nancy Young

Title: Mayor

Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Tracy City Center Association, a Non-profit Public Benefit California Corporation


By:  _____

John Oh

Title: President

Date: 6/9/2022 | 10:29 AM PDT

Federal Employer Tax ID No.: 37-1605304

DocuSigned by:
 _____

Dennis Barta

Title: Treasurer

Date: 6/9/2022 | 3:53 PM PDT

Exhibits:

A - Scope of Work

B - Compensation

EXHIBIT A - Scope of Work

Tracy City Center Association's (TCCA) Obligations: TCCA agrees to diligently and faithfully furnish the following services to the City:

1.1 Personnel.

- 1.1.1 Plan, coordinate, organize, promote, and host annual 4th of July Parade including registration process with community members for floats and participants, promotional material for parade, identify judging panel for parade, and submit event layout map for designated areas of event (parade staging, spectator locations, judges booth, etc.) in Tracy, CA on July 4, 2022
- 1.1.2 Provide necessary staff, volunteers, equipment, and promotions to successfully conduct the 4th of July Parade, or comparable event, and have a TCCA representative on site during all permitted reservation times.

1.2 Operations.

- 1.2.1 Conduct regular meetings with TCCA staff, volunteers, and City staff to coordinate event details, and adhere to the final, City-approved event schedule and layout map.
- 1.2.2 Provide supplemental portable toilets, trash receptacles, and dumpsters on site for event. Coordinate with City Staff for delivery.
- 1.2.3 Clean and restock portable toilets and empty trash receptacles during event.
- 1.2.4 Adequately clean any City facilities and public right of way to acceptable condition after permitted use and facilitate and pay for any repairs to damages caused by such use, other than normal wear and tear, in excess of the damage deposit.

EXHIBIT B - Compensation

Compensation listed below are estimated expenses for TCCA to host this annual event, with TCCA intending to pursue and seek different funding and sponsorships opportunities in the future. The City will provide TCCA with compensation not to exceed \$10,000.00 for miscellaneous expenses related to coordination and organization of the event specified in the Agreement:

<u>EXPENSE</u>	<u>AMOUNT</u>
1. Staff Time	\$ 1,269.40
2. Advertising/ Promotion	\$ 2,350.00
3. Insurance	\$ 1,212.94
4. Rentals	\$ 2,788.40
5. Decorations	\$ 500.00
6. Security	\$ 960.00
7. Entertainment	\$ 500.00
8. Miscellaneous items	\$ 150.00
- Judges Station	
<u>TOTAL:</u>	<u>\$ 9,730.74</u>

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TRACY CITY CENTER ASSOCIATION TO COORDINATE AND HOST THE ANNUAL 4TH OF JULY PARADE WITH A NOT TO EXCEED AMOUNT OF \$10,000

WHEREAS, Tracy City Center Association (TCCA) is a non-profit public benefit California corporation that operates the Downtown Tracy Community Benefit District ("District"); and

WHEREAS, TCCA has offered to host the annual 4th of July Parade within their District boundaries to preserve the tradition of this event; and

WHEREAS, the Tracy City Council recognizes TCCA as a valuable partner to the City of Tracy in providing events and supporting the economic growth within the City; and

WHEREAS, TCCA and the City reached an agreement regarding the services TCCA will provide the City to host and coordinate the 4th of July Parade in the form of the Professional Services Agreement attached as Exhibit A; and

WHEREAS, Pursuant to the Professional Services Agreement, TCCA is responsible for submitting applications, acquiring permits, maintaining insurance, and hosting/coordinating these events in a timely manner; and

WHEREAS, the City will provide an estimated payment for direct services not to exceed \$10,000; and

WHEREAS, the Professional Services Agreement is exempt from formal procurement requirements pursuant to Tracy Municipal Code section 2.20.120; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves the Professional Services Agreement, in substantially the form attached as Exhibit A, with Tracy City Center Association, reflecting the procurement of the specified services to host the 4th of July Parade with a not to exceed amount of \$10,000; and be it

FURTHER RESOLVED: That the final agreement shall be reviewed and approved as to form and legality by the City Attorney prior to final execution.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on June 24, 2022 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

AGENDA ITEM 1.L

REQUEST

ADOPT A RESOLUTION: 1) CALLING AND GIVING NOTICE TO HOLD A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF CERTAIN OFFICERS PURSUANT TO THE CALIFORNIA ELECTIONS CODE; 2) REQUESTING THE BOARD OF SUPERVISORS OF SAN JOAQUIN COUNTY TO CONSOLIDATE THE CITY OF TRACY'S GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 8, 2022; 3) REQUESTING THE SERVICES OF THE SAN JOAQUIN COUNTY REGISTRAR OF VOTERS (REGISTRAR); AND 4) AUTHORIZING THE PAYMENT OF COSTS FOR SUCH SERVICES, FOR THE AMOUNT OF ACTUAL COSTS INCURRED

EXECUTIVE SUMMARY

Under California Elections Code 1301, a General Municipal Election must be held on an established election date unless the relevant City Council has enacted an ordinance requiring its election to be held on one of the dates specified in such statute. Any such an ordinance becomes effective upon approval of the County Board of Supervisors.

In compliance with the California Elections Code 1301, the City Council adopted Ordinance No. 470 establishing that the City of Tracy holds a regular General Election on every even numbered year on the first Tuesday after the first Monday in November in each such even-numbered year. This year, the proposed date for the City's General Municipal Election is Tuesday, November 8, 2022.

The City of Tracy holds a General Municipal Election to fill a vacant and/or term expired City Council seat; or place any public or City Council generated measure/ initiative/referendum on the ballot. The City Council will have three terms expiring at the end of 2022. The terms expiring are currently held by Council Member Arriola, Mayor Pro Tem Vargas, and Mayor Young.

To effectuate the City's General Municipal Election, the City Council must take several actions under the California Elections Code. If adopted by the City Council, the proposed resolution will satisfy these requisite requirements.

DISCUSSION

As noted above, the City Council will have three seats whose terms will expire in 2022. The three Council seats whose terms are expiring are currently held by Council Member Arriola, Mayor Pro Tem Vargas, and Mayor Young. Pursuant to Government Code 36503, the terms of these three Council Members will end on the date of the installation of the new Council Members, following adoption by the City Council of the official election results of the November 8, 2022 election. The anticipated date for the certification and installation will be a Council meeting in December 2022.

Prior to conducting a General Municipal Election for these three seats with expiring terms, the City must take a number of actions before the California Elections Code. One of the key actions is for City Council to adopt a resolution calling and giving notice to hold a General Municipal Election in the City of Tracy on November 8, 2022. This election will be for the purpose of electing two Council Members to serve a four-year term and one Mayor for a two-year term. All of the terms will commence in December 2022 after the Council certifies the November 8th election results and installs the newly elected officers and will expire at the end of either 2024 or 2026, as the case may be, after the then City Council has certified the respective election results and installed the newly elected officers.

To reduce the costs of the election, pursuant to California Elections Code Section 10002, the Council can seek to request of the Board of Supervisors of San Joaquin County that they consolidate the City's General Municipal Election, of November 8, 2022, with the Statewide General Election that will be held by the County of San Joaquin (County). Further, pursuant to California Elections Code Section 10400, the Council can request the services of the San Joaquin County Registrar of Voters (Registrar) for its election. The Registrar has provided an estimated cost of conducting the election for the City; however, many variables may change the amount of the final invoice. Based on past practice, the County will provide a full accounting and invoice to the City by January 2023, and the City will need to reimburse the County for these services. The cost of these services is anticipated to be less than \$200,000.

STRATEGIC PLAN

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

FISCAL IMPACT

All costs associated with the consolidated General Election have been included in the Fiscal Year 2021-22 budget.

RECOMMENDATION

That the City Council adopt a Resolution: 1) Calling and giving notice to hold a General Municipal Election on Tuesday, November 8, 2022, for the election of certain officers pursuant to the California Elections Code; 2) Requesting the Board of Supervisors of San Joaquin County to consolidate the City of Tracy's General Municipal Election with the Statewide General Election to be held on November 8, 2022; 3) Requesting the services of the San Joaquin County Registrar of Voters; and 4) Authorizing the payments of costs for such services, for the amount of actual costs incurred.

Prepared by: Adrienne Richardson, City Clerk

Reviewed by: Karin Schnaider, Finance Director
Bijal Patel, City Attorney
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

TRACY CITY COUNCIL

RESOLUTION NO. _____

1) CALLING AND GIVING NOTICE TO HOLD A GENERAL MUNICIPAL ELECTION ON TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF CERTAIN OFFICERS PURSUANT TO THE CALIFORNIA ELECTIONS CODE; 2) REQUESTING THE BOARD OF SUPERVISORS OF SAN JOAQUIN COUNTY TO CONSOLIDATE THE CITY OF TRACY'S GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 8, 2022; 3) REQUESTING THE SERVICES OF THE SAN JOAQUIN COUNTY REGISTRAR OF VOTERS (REGISTRAR); AND 4) AUTHORIZING THE PAYMENT OF COSTS FOR THE REGISTRAR'S SERVICES FOR SUCH AMOUNT OF ACTUAL COSTS INCURRED

WHEREAS, Under California Elections Code 1301, a General Municipal Election must be held on an established election date unless the relevant City Council has enacted an ordinance requiring its election to be held on one of the dates specified in such statute; and

WHEREAS, In compliance with the California Elections Code 1301, the City Council adopted Ordinance No. 470 establishing that the City of Tracy holds a regular General Election on every even numbered year on the first Tuesday after the first Monday in November in each such even-numbered year; and

WHEREAS, The City of Tracy holds a General Municipal Election to fill a vacant and/or term expired City Council seat; or place any public or City Council generated measure/ initiative/referendum on the ballot; and

WHEREAS, the City Council will have three seats whose terms will expire by the end of 2022. The three Council seats whose terms are expiring are currently held by Council Member Arriola, Mayor Pro Tem Vargas, and Mayor Young; and

WHEREAS, the City seeks to hold the City's General Municipal Election on Tuesday, November 8, 2022; and

WHEREAS, To reduce the costs of the election, pursuant to California Elections Code Section 10002, the City seeks to request the Board of Supervisors of San Joaquin County to consolidate the City's General Municipal Election, of November 8, 2022, with the Statewide General Election that will be held by the County of San Joaquin (County); and

WHEREAS, Pursuant to California Elections Code Section 10400, the City seeks to request the services of the San Joaquin County Registrar of Voters (Registrar) for its election; and

WHEREAS, The Registrar has provided an estimated cost of conducting the election for the City, which amount is anticipated not to exceed \$200,000; and now therefore be it

RESOLVED: The City Council of the City of Tracy, California, does resolve, declare, determine, and order as follows:

Section 1: The City Council hereby calls and provides notice for the holding of a General Municipal Election in the City of Tracy, California, on Tuesday, November 8, 2022, for the purpose of electing a Mayor for the full term of two years commencing December 2022 and expiring November 2024; two members of the City Council for the full term of four years commencing December 2022 and expiring November 2026.

Section 2: The City Council hereby requests the Board of Supervisors of the County of San Joaquin consent and agree to the consolidation of the City's General Municipal Election with the Statewide General Election on Tuesday November 8, 2022 and to provide the assistance of the County Registrar of Voters for such election.

Section 3: The City Council hereby authorizes the County Elections Department of San Joaquin County Election to hold the General Municipal Election in all respects with the Statewide General Election, as if there were only one election, with only one form of ballot, and canvass the returns of the General Municipal Election.

Section 4: The Board of Supervisors is requested to issue instructions to the County Elections Department to take any and all steps necessary for holding of the consolidated election.

Section 5: That the City Council hereby appropriates all monies necessary to prepare for and conduct said election and hereby authorizes the City Clerk to take any and all actions necessary to prepare for and conduct said election consistent with this Resolution and the California Elections Code where applicable.

Section 6: The City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Elections Department of the County of San Joaquin.

Section 7: That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on June 24, 2022, 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

AGENDA ITEM 3.A

REQUEST

CONDUCT A PUBLIC HEARING, AND UPON CONCLUSION, ADOPT THE FOLLOWING RESOLUTIONS:

- 1) ADOPT THE CITY OF TRACY FISCAL YEARS (FY) 2022/23 ANNUAL OPERATING AND CAPITAL BUDGET AND AUTHORIZE THE BUDGET OFFICER TO AMEND THE CITY'S POSITION CONTROL ROSTER FOR FY 2022/23;**
- 2) ADOPT A FISCAL SUSTAINABILITY FUNDING POLICY FOR THE CITY OF TRACY AND APPLY SUCH POLICY RETROACTIVELY TO THE AMENDED FISCAL YEAR 2021-22 ANNUAL BUDGET;**
- 3) AUTHORIZE THE COMMITMENT OF MEASURE V FUNDS FOR SPECIFIED PURPOSES, FOR THE AMENDED FISCAL YEAR 2021/22 ANNUAL BUDGET AND THE PROPOSED FISCAL YEAR 2022/23 ANNUAL BUDGET;**
- 4) ADOPT COMMITTED FUND BALANCES (GASB 54) FOR FISCAL YEAR ENDING JUNE 30, 2022 IN COMPLIANCE WITH STATEMENT 54 OF THE GOVERNMENTAL ACCOUNTING STANDARDS BOARD; AND**
- 5) ESTABLISH FISCAL YEAR 2022/23 APPROPRIATIONS LIMIT PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA STATE CONSTITUTION.**

EXECUTIVE SUMMARY

The City's annual budget is a numerical representation of the Council's goals and priorities. As such, the City Manager's Proposed FY 2022/23 Annual Operating and Capital Budget (Annual Budget) was developed under the framework of the Council's adopted strategic priorities and objectives. The FY 2022/23 Annual Budget appropriations total approximately \$352.2 million from all funding sources including capital improvements of \$93 million. The budget document summarizes City funds and provides an overview of existing and new capital projects that will be funded in the upcoming fiscal year.

The public hearing scheduled for this evening will allow for additional discussion and community input prior to Council consideration and adoption of the Proposed FY 2022/23 Annual Operating and Capital Budget, including authorization of the FY 2022/23 position control roster; adoption of the FY 2022/23 Committed Fund Balances (GASB 54); adoption of the Appropriation Limit (Gann Limit); adoption of the Fiscal Sustainability Funding Policy effective FY 2021/22; and the adoption of the Measure V committed funds for FY 2021/22 and FY 2022/23.

The City's Proposed FY 2022/23 Annual Operating and Capital Budget can be located at the City Clerk's Office in City Hall and on the City of Tracy Website. <https://www.cityoftracy.org/our-city/departments/finance-department/fy-2022/23-budget-draft>

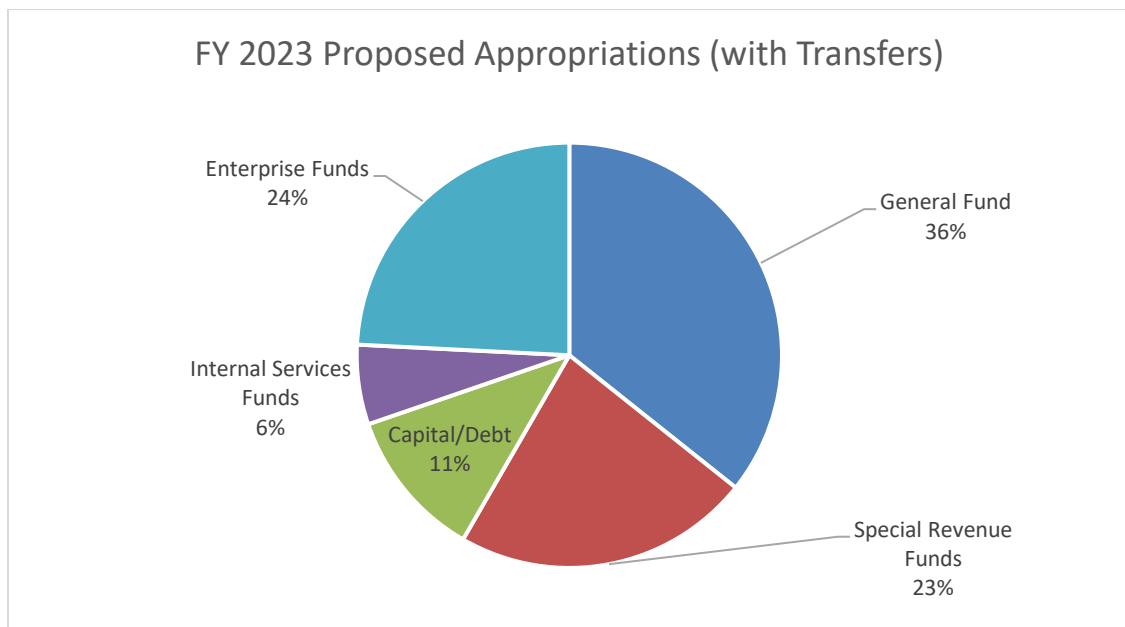
DISCUSSION

Proposed FY 2022/23 Citywide Annual Operating and Capital Budget

The FY 2022/23 Annual Operating and Capital Budget (Annual Budget) offers growth, innovation, and fiscal sustainability that will benefit the residents and community it serves. The budget will support enhanced services, new core programming, and policy initiatives that will strengthen the City’s position as a place to live, play, and work.

The FY 2022/23 Annual Budget appropriations total approximately \$352.2 million, including from \$22.9 million in Transfers Between funds and capital improvements of \$93 million. The Net Position increased \$71.2 million after the capitalization of \$93 million in capital improvements.

	<u>FY 2022/23</u> <u>Proposed Budget</u>
General Fund	103,665,324
Special Revenue Funds	79,675,526
Capital/Debt	39,886,629
Internal Services Funds	21,349,742
Enterprise Funds	84,726,529
Total Expenditures (without Transfers)	<u>329,303,750</u>
Transfers Between Funds	<u>22,944,635</u>
Total Expenditures (with Transfers)	<u>352,248,385</u>



Citywide Operating and Capital Budget

Summary of Proposed Revenues and Expenses for All Funds without Transfers

REVENUES (in thousands)	FY 21/22 Amended	FY 22/23 Proposed	FY 23/24 Forecasted
GENERAL FUND	\$ 117,839	\$ 137,988	\$ 144,134
DEVELOPMENT SERVICES	17,049	18,160	18,087
GAS TAX	3,167	4,913	5,061
GEN FUND CAPITAL	-	-	-
SPECIAL REVENUE	32,977	8,335	8,585
CAPITAL	35,910	36,541	37,637
DEBT	4,524	6,318	6,453
INTERNAL SERVICES FUND	16,425	20,368	20,923
WATER	23,010	23,868	24,584
WASTEWATER	16,086	17,055	17,551
SOLID WASTE	22,115	26,614	27,412
STORM DRAIN	729	751	774
AIRPORT	954	757	780
TRANSIT	5,611	5,780	5,953
TOTAL REVENUES	296,396	307,448	317,934
EXPENSES (in thousands)			
GENERAL FUND	\$ 86,697	\$ 103,665	\$ 105,155
DEVELOPMENT SERVICES	14,135	16,927	16,361
GAS TAX	8,379	4,380	1,888
GEN FUND CAPITAL	30,079	44,833	2,891
SPECIAL REVENUE	48,356	13,540	6,083
CAPITAL	35,069	34,103	930
DEBT	4,198	5,783	5,783
INTERNAL SERVICES FUND	19,606	21,350	19,868
WATER	24,719	24,406	25,096
WASTEWATER	60,845	21,155	21,642
SOLID WASTE	26,226	29,914	30,442
STORM DRAIN	736	633	640
AIRPORT	1,318	1,202	1,240
TRANSIT	8,505	7,433	7,160
TOTAL EXPENDITURES	368,868	329,324	245,179
SURPLUS/DEFICIT	(72,472)	(21,876)	72,755
CAPITAL IMPROVEMENT	162,836	93,034	4,656
NET POSITION CHANGE	90,364	71,158	77,411

Proposed FY 2022/23 General Fund Annual Operating and Capital Budget

Shortly after the adoption of the FY 2021/22 Operating and Capital Budget, the City received the January-March 2021 Sales Tax (Bradley Burns State Sales Tax) disbursement from the State of California Department of Tax Franchise Administration (CDTFA), which resulted in a significant change in the City’s estimated revenues. The result was due to a recent change in tax reporting by a predominant sales tax producer. This reporting change shifted the tax allocation from a statewide allocation through the County sales tax pool where the tax was distributed pro-rata throughout the State to a local sales tax allocation based upon the businesses’ point-of-sale or fulfillment of the sale. The change will have a significant and material impact on the City’s General Fund revenues; nearly doubling the current Sales Tax revenues for the City. The estimated revenues from the reporting change that resulted in a revenue growth of over \$5 million a quarter. In FY 2020/21, the General Fund estimated Sales Tax is expected to have an additional \$10 million over the estimated budget and in FY 2021/22, the General Fund estimated Sales Tax is expected to be \$25 million over the adopted budget. With new ecommerce businesses expected to open in FY 2022/23, the Sales Tax forecast is expected to grow an additional \$12M next year plus the economy growth of 5% for the next 2-3 years. Below is a table for the March 22, 2022 forecast that provided the financial framework to begin discussing new fiscal sustainability funding strategies that have been incorporated into the development of the FY 2021/22 and FY 2022/23 budgets.

Table 2: 10-Year General Fund Forecast

(In Millions)

	Projected FY 2022	Proposed FY 2023	Forecast FY 2024	Forecast FY 2025	Forecast FY 2026	Forecast FY 2027	Forecast FY 2028	Forecast FY 2029	Forecast FY 2030	Forecast FY 2031
Revenues	128	145	153	157	160	164	132	134	137	140
Expenditures	113	128	134	136	139	141	134	136	139	141
Surplus/(Deficit)	15	17	19	21	21	23	-2	-2	-2	-1

**The General Fund Budget in years 2028/2031 is considered balanced as the deficit is less than a 1% margin of error for either revenue/expenditures.*

Budget and Fiscal Sustainability Funding Planning

However, this revenue is not guaranteed as there is significant interest to have these dollars reallocated to other jurisdictions. Over the last year, the City Manager has been meeting regularly with the City Council’s Fiscal Sustainability Ad-Hoc Committee to discuss the City’s long-term fiscal planning. One of the items discussed regularly was the instability of the new Sales Tax revenues and the potential fiscal impacts should a loss of revenue occur. The Ad-Hoc Committee returned twice to the City Council to recommend funding policies that would help to ensure a fiscally sustainable budget.

On December 7, 2021, the Ad-Hoc Committee’s update to the City Council, proposed fiscal sustainability strategies that recommended utilization of the General Fund surplus. This included \$1M CalPERS (1% of GF revenues), \$1M Retiree Medical (1% of revenues) \$3M deferred Maintenance (3% of revenues) and \$3M program increase (3%of revenues), for a total recommended \$8M budget increase.

On March 22, 2022, the first draft of the General Fund Operating budget was reviewed by City Council. In the amended General Fund budget for FY 2021/22, revenue estimates were coming in \$4M higher. Staff recommended increasing the deferred maintenance by \$2M and pension/medical leave retirement pre-funding by \$2M. City Council agreed and provided further direction for on-going funding for deferred

maintenance to include parks in the amount of \$3M and \$4M for road improvements beginning in FY 2023/24.

The City Council also directed staff to continue evaluating the potential for a ballot measure that would modernize the City’s Business License tax. This item is returning to the City Council on July 5, 2022 for consideration. The impacts of this measure are not included in the proposed budget.

The Proposed FY 2022/23 General Budget reflects the City Council’s desire to expand City services while strengthening the City’s fiscal resiliency. The City Council dedicated almost \$3.5 million in on-going City services and programs; funding 20 full-time positions in six departments. The additional staffing will address park planning and maintenance, street repair and maintenance, Police Animal and Dispatch Services, homeless services, and more. In addition, the FY 2022/23 General Fund budget will begin contributing \$4 million to pre-fund to employee retirement benefit liabilities related to pension and medical leave balances. It is projected the City will achieve 85% funded status in the next five years. The City also increased capital deferred maintenance funding, setting aside almost \$15 million for current and future deferred maintenance and capital improvement projects, such as road, building, and park improvement projects. It is estimated that the City could potentially set aside \$120M in future Capital funding in addition to the \$6M planned over the five-year period. Should the sales tax revenue drop off due to a revenue decline, these capital reserves could sustain the City’s deferred maintenance for another 20 years at a spending rate of \$6M per year.

The following table provides the policy recommendation going forward. Staff recommends adoption of the City Council’s Fiscal Sustainability Funding Policy beginning Fiscal Year 2020-21.

City Council’s Fiscal Sustainability Funding Policy

On-Going Revenue/(Expenses)	Estimated % of Revenues	FY2022/23	FY2023/24	FY2024/25
General Fund Revenues*		\$123M	\$129M	\$132M
CalPERS pre-fund	2%	\$2M	\$3M	\$3M
Retiree Medical pre-fund	2%	\$2M	\$3M	\$3M
Road Improvements-Deferred Maintenance**	3%	\$2M	\$4M	\$4M
Parks -Deferred Maintenance**	2%	\$3M	\$3M	\$3M
City Services and Program Increase	3%	\$3M	\$4M	\$4M
Annual Budget Increase		\$12M	\$17M	\$17M

*Revenues defined as total General Fund revenues less Measure V-Sales Tax and Transfers In

**For FY2022/23 City Council Provided direction for \$5M in deferred maintenance and starting FY2023/24 for \$4M (3%) committed to Road Improvements and \$3M (2%) to Parks

Below is a summary of the General Fund Budget amended for FY 2021/22, proposed for FY 2022/23, and forecasted for FY 2023/24 that includes the above mentioned policies.

Proposed Revenues and Expenditures for the General Fund

<u>REVENUES (in thousands)</u>	<u>FY 21/22 Amended</u>	<u>FY 22/23 Proposed</u>	<u>FY 23/24 Forecasted</u>
Property Tax	\$28,114	\$31,090	\$32,800
Sales Tax	54,222	69,680	73,512
Sales Tax Measure V	14,000	14,770	15,582
Other Taxes	2,720	2,870	2,956
Other Revenues	18,782	19,578	19,283
TOTAL REVENUES	\$117,838	\$137,988	\$144,133
<u>EXPENDITURES (in thousands)</u>			
Personnel	\$48,043	\$53,986	\$54,780
Purchased Services and Supplies	34,610	40,266	41,135
Utilities	2,171	2,441	2,563
Capital	752	300	-
Debt	-	-	-
TOTAL EXPENDITURES	\$85,576	\$96,993	\$98,478
Transfers In	\$60	\$72	\$84
Transfers Out	(18,654)	(28,543)	(32,416)
Transfers Out: Measure V Capital	(13,670)	(12,524)	(13,323)
TOTAL NET TRANSFERS IN/(OUT)	(\$32,264)	(\$40,995)	(\$45,655)
Total Change in Net Position	\$0	\$0	\$0
Prior Year Reserves	\$34,030	\$34,030	\$34,030
<u>Use of Reserves</u>			
Non-Spendable Reserves	62	62	62
Contingency/Emergency Reserves (17%)*	14,548	16,489	16,741
Economic/Budget Stability Reserves (13%)*	11,125	12,609	12,802
Prior Year Carryover			
Unassigned	8,295	4,870	4,425
Year End Reserves	\$34,030	\$34,030	\$34,030

FY 2022/23 Proposed Annual Operating and Capital Budget Personnel

The FY 2022/23 Budget reflects a realignment of some existing functions and an introduction of two new core departments to build organizational capacity, to be adaptive to community needs, and to meet the City Council's Strategic Priorities. The City Council has dedicated almost \$3.5 million in on-going City services and programs; funding 20 full-time positions in six departments. This includes the addition of five new full-time positions. See Attachment A for a summary table of all the position control roster changes being proposed. A full listing of all the FY 2022/23 positions (including historical staffing levels) can be found in Chapter 3: Fund Budget and in Chapter 4: within department budgets.

Staff recommends adoption of the FY 2022/23 Annual Operating and Capital Budget including authorizing the Budget Officer to make changes to the position control roster.

General Fund Personnel

- City Manager's Office:
 - Community Engagement Division added one (1) new full-time position, Multimedia Communication Assistant to enhance the City's communication activities to further public engagement.
 - City Manager's Office added one (1) new full-time position, Executive Assistant to support the second Assistant City Manager.
- Human Resources:
 - One (1) new full-time position, Human Resources Analyst I/II to focus on providing professional training and development programs, and implementation Diversity, Equity, and Inclusion program.
- Mobility and Housing:
 - Added two (2) new full-time positions; the Director of Mobility and Housing that will oversee the newly formed Mobility and Housing department and the Real Property Agent that will manage the ongoing activities related to the appraisal, negotiation, acquisition, sale, and disposal of the City's property.
- Operations and Utilities:
 - Operations Streets and Sidewalks Division added three (3) new full-time positions, Maintenance Worker I/II to address increased maintenance needs that will include street markings, signage maintenance and focus on sidewalk maintenance.
- Parks and Recreation:
 - Parks Maintenance Division added three (3) new positions, one (1) Parks Planning Coordinator to assist with Parks Projects under the Parks Planning & Development Manager and two (2) Maintenance Worker I/II to meet the growing number of City parks.
- Police Department:
 - Police Department: Operations Division added five (5) new positions, two (2) Homeless Outreach Coordinators as part of the "Familiar Faces Program" with the goal of utilizing community, County and State resources to divert unsheltered individuals from the streets by offering resources, transportation, and housing options, two (2) Police Officers to increase visibility and civic engagement, and one (1) Animal Services Aide for increased support of the Animal Shelter.
 - Police Department: Support Services Division added two (2) new positions,

one (1) Public Safety Dispatch I/II to meet the increase in sworn officers and one (1) Public Safety Dispatch Supervisor to meet the increase in calls for services and assist with projects.

Non - General Fund Personnel

- Development Services:
 - Planning Division added two (2) new full-time positions, one (1) Associate Planner to focus on permit reviews and enable Senior staff to focus on the General Plan update and one (1) Planning Technician to meet the growing number of permit reviews and maintain service levels.
 - Engineering Division added one (1) new full-time position, Associate Engineer to the Traffic section to meet the increase in Traffic and Safety projects.
- Innovation and Technology Department:
 - Added one (1) new full-time position, Chief Innovation Officer as oversight and management of the new Innovation and Technology Department.
- Operations and Utilities:
 - Ops Community Preservation Unit Division added two (2) new full-time positions, Maintenance Worker I/II to meet the increase of clean ups, illegal dumping, and blight related tasks.
 - Operations & Utilities Admin Division added one (1) new full-time position, Director of Operations and Utilities to oversee and direct all activities of the Operations and Utilities Department.

Measure V Funds Committed for FY 2021/22 and FY2022/23

On February 22, 2022, the City Council held a workshop to review the Measure V priorities and project timelines of the amenities based on available funding. The City Council gave direction to staff on project delivery for the Measure V major amenity projects.

The Parks Maintenance Division has a need of project support to address the increased volume of work. In addition to the five Measure V projects (the Aquatics Center, Legacy Fields Phase 1E, Nature Park Phase 1 Design, Ritter Family Ball Park Design and the Multi-Gen Rec Center) there are several smaller projects that are in the queue. Included in the FY 2022/23 Annual Operating and Capital Budget personnel is the addition of the Parks Planning Coordinator, funding for this position will come from Measure V's allocation for staffing.

Below is a summary of the direction received from the City Council at the meeting that have been incorporated into the Amended FY 2021/22 Annual Budget and Proposed FY 2022/23 Annual Budget. Staff recommends adoption of the Measure V Committed Projects for FY 2021/22 and FY 2022/23, including the addition of a Parks Planning Coordinator for operations and maintenance funding.

- *Multi-Generational Recreational Center*: allocate \$40 million (\$31 million from Measure V and \$9 million other sources) to the Multi-Generational Recreation Center project and proceed with one phase only of construction, which includes expansion of debt financing of the \$31 million.

- *Aquatics Center*: commit Measure V reserves to the Aquatic Center's \$55 million (City) budget and avoid phasing of the project.
- *Ritter Family Ball Park*: commit \$3 million in Measure V funds to begin the feasibility and design study of Ritter Family Ball Park to be included in the FY2022/23 Capital Budget.
- *Nature Park*: commit \$1 million in Measure V funds for the design of phase 1 of the Nature Park to be included in the FY2022/23 Capital Budget.

Committed Fund Balances (GASB 54) for Fiscal Year Ending June 30, 2022

In preparation for closing fiscal year ending June 30, 2022, staff reviews estimated fund balances and designates funds that have been committed for use in future periods. The fund balance policy requires that the City Council take formal action prior to the end of the fiscal year to commit fund balances of governmental funds (General Fund, Special Revenue Funds, Capital, and Debt funds). This item requests Council to approve the committed fund balances for fiscal year ending June 30, 2022. Upon Council approval, these funds will be appropriated to the next fiscal year in FY 2022/23, General Fund \$736,937 and Other Governmental \$1,450,867. Staff recommends adoption of the Committed Fund Balances for fiscal year ending June 30, 2022. (See Attachment C for details)

Annual Adjustment to Appropriations Limit (Gann Limit)

Article XIII B of the California Constitution, informally known as the Gann Appropriations Limit, limits the total amount of appropriations in any fiscal year derived from the "proceeds of taxes." The article further provides that appropriations from designated reserve funds are not appropriations from the proceeds of taxes. Additionally, appropriations from sources other than taxes are not controlled by the limit. The calculated appropriation limit for FY 2022/23 is \$85.5 million. Based on the budget adopted on June 24, 2022, \$83.2 million in appropriations are subject to the limit, and the City is currently \$2.5 million below the limit. Staff recommends adoption of the Annual Adjustment to Appropriations Limit (Gann Limit) pursuant to Article XIII B of the California State Constitution establishing the limit for FY 2022/23.

STRATEGIC PLAN

This agenda item supports Governance Strategic Goal 3: Ensure Short and Long-term Financial Sustainability.

FISCAL IMPACT

The FY 2022/23 proposed operating and capital budget appropriations total approximately \$352.2 million, including \$22.9 million in Transfers Between funds and capital improvements of \$93 million. The Net Position increased \$71.2 million after the capitalization of \$93 million in capital improvements. Each year, the City of Tracy must formally adopt, by resolution, the annual operating, debt, and capital financial plans of each entity and include appropriations presented to the City Council.

RECOMMENDATION

Staff recommends the City Council conduct a public hearing, and upon conclusion, adopt the following resolutions:

- 1) Adopt the City of Tracy fiscal years (FY) 2022/23 annual operating and capital budget and authorize the budget officer to amend the city's position control roster for FY 2022/23;
- 2) Adopt a fiscal sustainability funding policy for the City of Tracy and apply such policy retroactively to the amended Fiscal Year 2021/22 Annual Budget;
- 3) Authorize the commitment of Measure V funds for specified purposes, for the amended Fiscal Year 2021/22 annual budget and the proposed Fiscal Year 2022/23 Annual Budget;
- 4) Adopt committed fund balances (GASB 54) for Fiscal Year ending June 30, 2022 in compliance with statement 54 of the Governmental Accounting Standards Board; and
- 5) Establish Fiscal Year 2022/23 appropriations limit pursuant to article XIIB of the California state constitution.

Prepared by: Felicia Galindo, Budget Officer

Reviewed by: Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – FY2022/23 Staffing – Position Control Roster Changes

Attachment B – Budget Message

Attachment C – Committed Fund Balances for Fiscal Year Ending June 30, 2022

Attachment D – FY 2022/23 Appropriations Limit Calculation

The City's Proposed FY 2022/23 Annual Operating and Capital Budget can be located at the City Clerk's Office in City Hall and on the City of Tracy Website.

<https://www.cityoftracy.org/our-city/departments/finance-department/fy-2022/23-budget-draft>

ATTACHMENT A

FY 2022/23 Proposed Annual Operating and Capital Budget Personnel					
Department	Division	Position	Amount	General Fund	Other Fund
City Manager's Office	Community Engagement	Multimedia Communications Assistant	108,000	108,000	
City Manager's Office	City Manager	Executive Assistant	126,000	126,000	
Development Services	Planning	Planning Technician	131,000		131,000
Development Services	Planning	Associate Planner	160,000		160,000
Development Services	Engineering	Associate Engineer	187,000		187,000
Human Resources	Human Resources	Human Resources Analyst II	154,000	154,000	
Innovation & Technology	Innovation & Technology	Chief Innovation Officer	220,000		220,000
Mobility & Housing	Mobility & Housing	Director of Mobility and Housing	360,000	180,000	180,000
Mobility & Housing	Mobility & Housing	Real Property Agent	205,000	205,000	
Operations & Utilities	Ops Streets & Sidewalks	Maint Worker I/II	131,000	65,500	65,500
Operations & Utilities	Ops Streets & Sidewalks	Maint Worker I/II	131,000	65,500	65,500
Operations & Utilities	Ops Streets & Sidewalks	Maint Worker I/II	131,000	65,500	65,500
Operations & Utilities	Ops Community Preservation Unit	Maint Worker I/II	131,000		131,000
Operations & Utilities	Ops Community Preservation Unit	Maint Worker I/II	131,000		131,000
Operations & Utilities	Operations & Utilities Admin	Director of Operations & Utilities	360,000	90,000	270,000
Parks & Recreation	Parks Maintenance	Maint Worker I/II	131,000	131,000	
Parks & Recreation	Parks Maintenance	Maint Worker I/II	131,000	131,000	
Parks & Recreation	Recreation Management	Parks Planning Coordinator	154,000	154,000	
Police	PD Operations	Homeless Outreach Coordinator	129,000	129,000	
Police	PD Operations	Homeless Outreach Coordinator	129,000	129,000	
Police	PD Operations	Police Officer	196,000	196,000	
Police	PD Operations	Police Officer	196,000	196,000	
Police	PD Operations	Animal Services Aide	88,000	88,000	
Police	PD Services	Public Safety Dispatch II	149,000	149,000	
Police	PD Services	Public Safety Dispatch Supervisor	164,400	164,400	

Totals: 2,526,900 1,606,500

FY2022/23 Re-Allocated Positions			
Department	Division	Old Position	New Position
City Manager's Office	Cultural Arts	Box Office Coordinator	Cultural Arts Marketing Coordinator
Development Services	Engineering	Principal Civil Engineer	Assistant City Engineer
Development Services	Engineering	Senior Civil Engineer (UT)	Utility Planning Engineer
Operations & Utilities	OP & UT Admin	Director of Public Works	Deputy Director of Public Works
Operations & Utilities	OP & UT Admin	Director of Utilities	Deputy Director of Utilities
Operations & Utilities	OP & UT Admin	Executive Assistant	Management Analyst I/II
Operations & Utilities	PW STREETS	Maint Worker I/II	Senior Maintenance Worker
Operations & Utilities	PW UTILITIES MAINTENANCE	Utility Maintenance Supervisor	Utility Line Supervisor



ATTACHMENT B

City of Tracy
333 Civic Center Plaza
Tracy, CA 95376
CITY MANAGER'S OFFICE

MAIN 209.831.6000
FAX 209.830.6120
www.cityoftracy.org

June 24, 2022

Honorable Mayor City Council:

I am pleased to present the proposed Fiscal Year (FY) 2022/23 Annual Operating and Capital Budget to the City Council for consideration and adoption. The proposed operating budget reflects the City's commitment to provide a high level of service to residents and businesses, while providing a foundation that builds on the City's long-term financial sustainability initiatives. More important, the budget is a numerical representation of the Council's goals and priorities and drives the City's service delivery plan for the next fiscal year.

The goal of the City's Annual Operating and Capital Budget is to provide a plan that allocates resources to the needs and desires of Tracy's residents. It balances City revenues and costs with community priorities and requirements. In preparing the FY 2022/23 Budget, we reviewed the FY 2021/22 amended budget and estimated the expenditures and revenues anticipated for the upcoming year, FY 2022/23. We held three budget workshops with the City Council and four meetings with the City Council's Ad-Hoc Fiscal Sustainability Committee. Beginning December 7, 2021, the Finance Departments presented a revised FY 2021/22 financial outlook for the City Council. With direction from the City Council's Ad-Hoc Fiscal Sustainability Committee (Ad-Hoc), we returned on March 22, 2022 with various options for fiscal resiliency and operational efficiencies to be considered in the development of the FY 2022/23 budget.

Our focus during the development of the budget was how to best restore key services to the community following the two-year impact of the global pandemic and how to initiate new core services to meet current expectations and plan for future service level demands. From time to time, it is important to pause and evaluate current service delivery models to determine if they are timely, efficient, and, most importantly, effective. Service delivery is important because it helps provide the residents and businesses with amenities they want or need by linking them to programs and resources that provide those services. In an effort to be innovative, we must foster an organization that can respond to community needs, bring pioneering initiatives, and strives for greater success. The FY 2022/23 Budget reflects a realignment of some existing functions and an introduction of two new core departments to build organizational capacity, to be adaptive to community needs, and to meet the City Council's Strategic Priorities.

Reorganization Benefits: From time to time, departments, sections, even whole organizations need to realign staff roles to account for shifts in skills, experience, and function. Restructuring can be a valuable and necessary step to refocus the organization's goals and objectives and usually involves



major changes for the organization in multiple departments and locations including procedures and processes. Theoretically, restructuring leads to a more efficient and modernized entity by strategizing on the opportunity to reposition the City for what it may look like going forward or in the future. These changes take time and constant reevaluation to ensure the goals and objectives of the reorganization are met. This will also make sure that value-added activities that were intended with the merged or shifted roles continue to enhance and expand City services.

The Operations and Utilities Department is a new department formed in FY 2022/23 through the merging of two departments, Public Works (now Operations) and Utilities. The merging of the departments is intended to better align resources and funding to more effectively respond to the operational and maintenance needs of the City's infrastructure. The merger will improve collaboration and efficiencies, particularly with the on-going growth of the City's residential and commercial development, the expansion of the Utility Treatment Plants, and extension of the supporting systems, including utility lines, roadways, and more. In addition, the City is committing over \$150 million in capital funds to build several City amenities to enhance the quality of life and economic development within the City of Tracy. Tracy is anticipated to have a population of over 100,000 in the next few years and over 130,000 by 2030. This growth will put new demands on the infrastructure and the resources that support and maintain these assets. The City is choosing to reorganize in advance of these demands and realign staff roles to account for shifts in skills, experience, and functions that will be needed to meet these long-term pressures through effective partnership and timely communication between the two major divisions, Operations and Utilities.

Part of the merging of the departments is intended to reduce duplication and redundant activity. Some of these efficiencies will occur through the merging of the administrative staff between departments. For example, the Operations and Utility Department will improve efficiencies through the shared use of one computerized maintenance management system (CMMS) to help manage assets, schedule maintenance, and track work orders. Through the software, the Operations and Utilities Department can optimize the utilization and availability of physical equipment like vehicles, machinery, communications, plant infrastructures and other assets, generate reports across maintenance categories such as asset availability, materials usage, labor and material costs, supplier assessments, create annual performance metrics, and more.

Other benefits of a citywide reorganization are the resourceful alignment of tasks to add value to existing key programs or provide sprint capacity to respond to community demands. For example, the Electricians will now report to the Operation Division where their skills and function align better to the those performed in Building Maintenance. Other examples of the citywide reorganization include moving the Parks Maintenance and Landscape Architect into the Parks and Recreation Department where its functions better align with the goals and objectives of the Parks Planning Division and amenities goals of the City Council. These tasks are now reflected in the Parks and Recreation Department. Another alignment of functions was the shift of Utility Engineers to Development Services-Engineering Division to expand the resources and scope of this division and avoid redundancy of tasks.

New Core Services: In addition to the realignment of existing functions, the FY 2022/23 budget reflects the funding of new core services in the formation of two new City departments, the Innovation and Technology Department and Mobility (Transportation) and Housing Department. The Innovation and Technology Department is an expansion of the existing Information Technology Division from internal customers to include citywide service deliveries, such as broadband. The Innovation and Technology (IT)



Department will develop the technology infrastructure and capabilities to provide a reliable, agile, and secure digital environment throughout the City of Tracy.

The Mobility and Housing Department is a new core service provided in FY 2022/23 in the City of Tracy that plans, manages, and oversees the daily functions, operations, and activities of the City's Mobility (Transportation) Services, including Airport and Transit, and Housing and Homeless Services, Economic Development Services. The City of Tracy, not unlike many other areas in California, has experienced an increase in the number of unsheltered or homeless individuals over the past several years. From 2017 to 2019, homelessness across San Joaquin County increased by 170%, and in Tracy, the homeless population grew from 90 unsheltered individuals in 2017 to 155 in 2019. To address the issues surrounding homelessness strategically, both regional and Tracy-specific strategic plans were drafted in the Fall 2019. The Tracy City Council's Committee on Homelessness provided guidance to inform the development of Tracy's Strategic Plan to End and Prevent Homelessness. These strategies revolve around leveraging regional planning, policy development, affordable housing siting, transportation planning, rural planning, and affordability awareness to develop short- and long-term strategies to improve access to affordable housing and transportation. These strategies need to have innovative and long-term solutions, such as having a vibrant and thriving job force, a robust transportation system, as well as housing affordability strategies.

The FY 2022/23 Annual Operating and Capital Budget reflects the City Council's desires to expand City services while strengthening our fiscal resiliency. The City Council dedicated almost \$3.5 million in ongoing City services and programs; funding 20 full-time positions in six departments. The additional staffing will address park planning and maintenance, street repair and maintenance, Police Animal and Dispatch Services, homeless services, and more. In addition, the FY 2022/23 General Fund budget will begin contributing \$4 million to prefund to employee retirement benefit liabilities related to pension and medical leave balances. It is projected the City will achieve 85% funded status in the next five years. In addition, the City increased capital deferred maintenance funding, setting aside almost \$15 million for current and future deferred maintenance and capital improvement projects, such as road, building, and park improvement projects. It is estimated that the City could potentially set aside \$120M in future Capital funding in addition to the \$6M planned over the five-year period. Should this funding drop off due to a revenue decline, these capital reserves could sustain the City's deferred maintenance for another 20 years at a spending rate of \$6M.

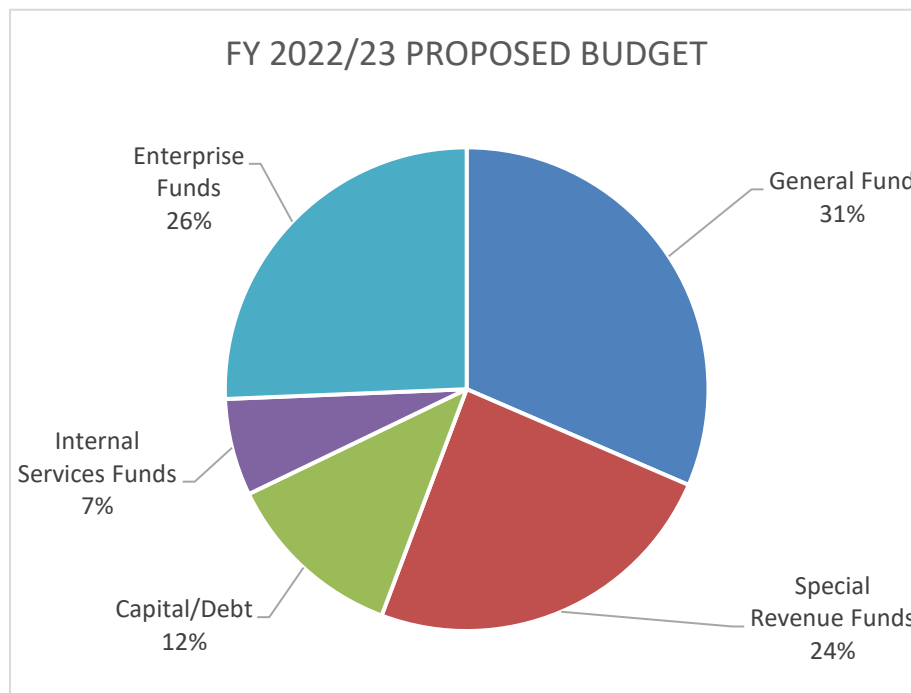
The FY 2022/23 Annual Operating and Capital Budget offers growth, innovation, and fiscal sustainability that will benefit the residents and community it serves. The budget will support enhanced services, new core programming, and policy initiatives that will strengthen the City's position as a place to live, play, and work.



Budget Summary

The FY 2022/23 proposed operating and capital budget appropriations total approximately \$352.2 million, including from \$22.9 million in Transfers Between funds and capital improvements of \$93 million. The Net Position increased \$71.2 million after the capitalization of \$93 million in capital improvements.

	<u>FY 2022/23</u> <u>PROPOSED BUDGET</u>
General Fund	103,665,324
Special Revenue Funds	79,675,526
Capital/Debt	39,886,629
Internal Services Funds	21,349,742
Enterprise Funds	84,726,529
Total Expenditures (without Transfers)	<u>329,303,750</u>
Transfers Between Funds	<u>22,944,635</u>
Total Expenditures (with Transfers)	<u>352,248,385</u>



FY 2022-23 Proposed General Fund

Shortly after the adoption of the FY 2021/22 Operating and Capital Budget, the City received the January-March 2021 Sales Tax (Bradley Burns State Sales Tax) disbursement from the State of California Department of Tax Franchise Administration (CDTFA), which resulted in a significant change in the City’s estimated revenues. The result was due to a recent change in tax reporting by a predominant sales tax producer. This reporting change shifted the tax allocation from a statewide allocation through the



County sales tax pool where the tax was distributed pro-rata throughout the State to a local sales tax allocation based upon the businesses’ point-of-sale or fulfillment of the sale. The change will have a significant and material impact on the City’s General Fund revenues; nearly doubling the current Sales Tax revenues for the City. The estimated revenues from the reporting change that resulted in a revenue growth of over \$5 million a quarter. In FY 2021/22, the General Fund estimated Sales Tax is expected to be \$25 million over the adopted budget. With new e-commerce businesses expected to open in FY 2022/23, the Sales Tax forecast is expected to grow an additional \$12M next year plus the economy growth of 5% for the next 2-3 years.

At the close of FY 2021/22, the City will have a projected uncommitted fund balance over \$30 million. During the December 7, 2021, the City Council approved the recommendations from City Council’s Fiscal Sustainability Ad-Hoc Committee to begin setting aside funding for pre-funding pension and retiree medical benefits, approximately \$2M. Staff projects an additional \$4M in revenues from Sales Tax and recommends increasing the pension/medical retirement benefit pre-funding to \$4M annually. The forecast continues this trend for five years, setting aside \$20M for staffing employee benefits and accelerating pension funding to mitigate future inflationary assumptions. The pre-funding drops off in FY 2027 when Sales Tax is projected to decline.

On December 7, 2021, Ad-Hoc Committee’s update to the City Council, proposed fiscal sustainability strategies were recommended towards utilization of the General Fund surplus. This included \$1M CalPERS (1% of GF revenues), \$1M Retiree Medical (1% of revenues) \$3M deferred Maintenance (3% of revenues) and \$3M program increase (3%of revenues), for a total recommended \$8M budget increase.

On March 22, 2022, the first draft of the General Fund Operating budget was reviewed by City Council. In the amended General Fund budget for FY 2021/22, revenue estimates were coming in \$4M higher. Staff recommended increasing the deferred maintenance by \$2M and pension/medical leave retirement pre-funding by \$2M. City Council agreed and provided further direction for on-going funding for deferred maintenance to include parks in the amount of \$3M and \$4M for Road Improvements beginning in 2023/24. The following table provides the policy recommendation going forward as:

City Council’s Fiscal Sustainability Funding Policy

On-Going Revenue/(Expenses)	Estimated % of Revenues	FY2022/23	FY2023/24	FY2024/25
General Fund Revenues*		\$123M	\$129M	\$132M
CalPERS pre-fund	2%	\$2M	\$3M	\$3M
Retiree Medical pre-fund	2%	\$2M	\$3M	\$3M
Road Improvements-Deferred Maintenance**	3%	\$2M	\$4M	\$4M
Parks -Deferred Maintenance**	2%	\$3M	\$3M	\$3M
City Services and Program Increase	3%	\$3M	\$4M	\$4M
Annual Budget Increase		\$12M	\$17M	\$17M

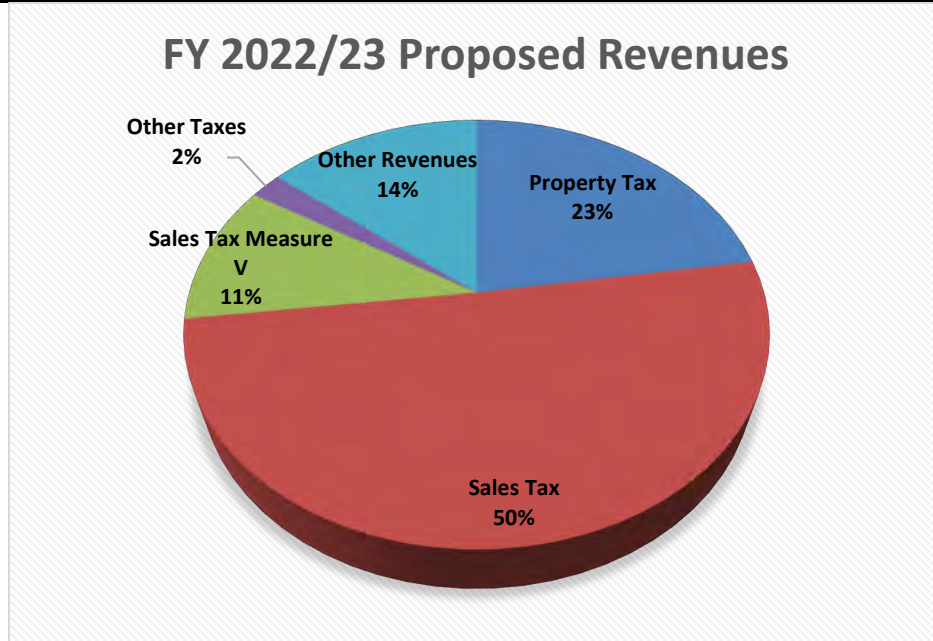
**Revenues defined as total General Fund revenues less Measure V-Sales Tax and Transfers In*

***For FY2022/23 City Council Provided direction for \$5M in deferred maintenance and starting FY2023/24 for \$4M (3%) committed to Road Improvements and \$3M (2%) to Parks*



General Fund Proposed FY 2022/23 Budget

Revenues (in thousands)	<u>FY 2022/23</u>	<u>FY 2023/24</u>	<u>FY 2024/25</u>
	<u>Proposed</u>	<u>Forecasted</u>	<u>Forecasted</u>
Property Tax	\$31,090	\$32,800	\$33,784
Sales Tax	69,680	73,512	75,718
Sales Tax Measure V	14,770	15,582	16,050
Other Taxes	2,870	2,956	3,044
Other Revenues	19,578	19,283	19,775
Total Revenues	\$137,988	\$144,134	\$148,372
Expenditures (in thousands)			
Personnel	\$53,986	\$54,780	\$55,718
Purchased Services and Supplies	40,266	41,135	42,025
Utilities	2,441	2,563	2,640
Capital	300	0	0
Total Expenditures	\$96,993	\$98,478	\$100,383



COUNCIL PRIORITIES

The proposed budget echoes our continued investment in City services to our residents and businesses, but also to those we invite to work and/or visit the City of Tracy. A number of economic development efforts have been a City focus for several years, with job creation and growth being at the forefront. This continues to be a priority for our City, including ensuring a positive working relationship with the business community, so that the City’s business attraction efforts successfully bring targeted industries



and retailers to our community. Tracy strives to provide services that promote a safe community for our residents, businesses, and visitors, which remains a high priority to our City Council and City Administration. The financial plan reflects the desired operational outcomes of each City department as they relate to the City Council's 2021-2023 Strategic Priorities:

- **Economic Development**
To enhance the competitiveness of the City while developing a strong and diverse economic base.
- **Public Safety**
To enhance community safety by promoting a responsive public safety system that includes civic engagement and partnerships, community involvement, public education and prevention, intervention, and suppression services that meet the needs of our community, inclusive of businesses and residents.
- **Quality of Life**
To provide an outstanding quality of life by enhancing the City's amenities, business mix and services, and cultivating connections to promote a positive change and progress in our community.
- **Governance**
To retain and attract new talent, enhance fiscal sustainability, improve the use of technology, and enhance transparency for the betterment of the Tracy community.

ECONOMIC INDICATORS

Despite national worries about economic uncertainty, inflation, and rising energy prices, Tracy continues to thrive with a rapidly growing economy and robust development activity. In 2021, the City of Tracy experienced unparalleled growth in residential and industrial development, fueled by housing demands and growth in e-commerce and logistics. For example, Prologis is completing its 800,000-square foot state of the art e-commerce facility called Big Bird. With Amazon as the tenant, the building reflects cutting edge supply chain technology, robotics, and design features. The City's International Park of Commerce (IPC), an 1,800-acre master planned business park and regional cradle of economic activity, is more than half built out. As the largest asset in Prologis' global portfolio and one of the largest business parks across the Country, it is home to Amazon, FedEx, Medline, Smuckers, Thermo Fisher Scientific and Zinus. New businesses added in 2021 include Ghirardelli and Home Depot. Also, in 2021, Prologis built a new office building. This 35,000 square foot building is the first office development in Tracy since 2004 and will be the first office building in Prologis' global portfolio. Under development is a retail/hotel site adjacent to the IPC area that will generate additional tax dollars to support City services. At buildout, IPC is expected to support 30,000 jobs.

Tracy's economy is diverse with over 3,000 businesses. In addition to many supply chain and e-commerce businesses in its business parks, over half of the businesses are considered small businesses, which are the backbone of our community. The City of Tracy has been fortunate to experience a high number of new businesses since the beginning of the pandemic, which is reflective of our local entrepreneurial spirit and desire to invest in our community. As a result, Tracy's employment reached a record level of 43,900 by April 2022, while unemployment rate is at a historic low of 3.1%, below that of the County and the State.

Tracy has aspired to be a regional hub for retail, dining, and entertainment due to its strategic location between the Bay Area and the Central Valley, located at the confluence of three major highways. With



the City's population approaching 100,000, retail continues to be attracted to this activity hub with the highest incomes and per capita sales in San Joaquin County. A number of factors contribute to this success, as described below.

- ✓ *Dynamic Access:* Tracy is centered in the triangle formed by three major interstate highways: I-205, I-580 and I-5. The City's smart planning resulted in the creation of freeway-oriented retail opportunities with access to customers in Tracy as well as other communities in the region. I-205 alone supports 152,000 annual average daily trips with expansion efforts in the works.
- ✓ *Rapid population growth:* Tracy has experienced significant residential growth over the past 20 years that has outpaced that of the Bay Area. As a result, Tracy has a growing population with increasingly disposable incomes. Tracy's population has grown 70% over the last 20 years with the University of Pacific forecasting Tracy to add over 32,000 residents by 2040. Retailers frequently seek areas that forecast rapid population growth, as it translates into increased sales from the retailer attraction standpoint.
- ✓ *Diverse retail locations:* Tracy has 4.6 million square feet of retail space. The space is scattered across the City with the largest cluster in the I-205 area and in downtown. The 750,000 square-foot West Valley Mall provides a variety of attractive shopping, dining, and entertainment options, including a 14-screen movie theater. Other retail options include the Tracy Pavilion, McKinley Village Shopping Center, Northgate Village, Red Maple Village and Gateway Plaza. Additionally, new retail development is in the pipeline at the International Park of Commerce and in South Tracy along Tracy Boulevard.
- ✓ *Strong employment and income growth:* Tracy has enjoyed strong employment increases and low unemployment rates since 2010 until the start of the COVID-19 pandemic. After a short-term drop in employment, the local economy started to recover in 2021. Based on projections from the University of Pacific, Tracy is forecasted to add over 11,000 jobs by 2040. Tracy's median household incomes increased from about \$62,800 in 2000 to \$92,000 in 2020, a growth rate of 47%. This reflects improvement in the quality of jobs in Tracy as well as broader economic opportunities advancement in the region.
- ✓ *Work from home transition:* Since the beginning of the COVID-19 pandemic, a large share of the labor force shifted to working from home. Because a notable share of Tracy's jobs is in government, health and education, a transition to remote working options has enhanced overall resident time spent in the City, increasing support for local retail.
- ✓ *Pro-business environment:* The City implemented the Retail Incentive Program, designed to encourage the private sector to invest in Tracy. It consists of a citywide retail incentive program, West Valley Mall revitalization program and hospitality, entertainment, and recreation program. These programs provide a tiered sales tax rebate based on eligible sales, building and plan fee rebates, and direct financial assistance subject to Council discretion.

FISCAL CHALLENGES AND RECOVERY

This balanced budget is presented with optimism. The economy is recovering both in housing prices that bolster property tax and diversification in commercial and retail that grows and strengthens our sales



tax revenue. That being said, the economy has natural growth and contractions that are outside of the City's control. Even with solid financial planning and long-term forecasting, not all future outcomes cannot be predicted. Knowing that, the City has positioned itself well by building financial reserves, adopting strong fiscal policies, and passing important revenue measures to support City services. However, even with these proactive steps, the City, like other agencies, will continue to be faced with unmet needs in an environment where resources are limited.

In FY 2021/22, the City received approximately \$15 million dollars in Federal American Rescue Plan Act (ARPA) funding to address challenges resulting from the pandemic and provide additional relief for residents. These funds have been allocated to provide funding for temporary emergency housing, assistance to downtown businesses, utility bill assistance for residents, and the reconstruction of Bessie Avenue.

An unfunded mandate is, for the most part, a statute or regulation that requires the City to perform or deliver services with no money allocated to fulfill the imposed requirement, such as Water and Organic Recycling. Although the state is required to suspend any mandate that is not funded during a given budget cycle, cities usually have little choice but to continue the activities associated with the unfunded mandates. In many cases, the program is already in operation when a mandate is suspended. In other cases, local compliance efforts must be maintained to meet public service expectations.

LOOKING FORWARD

The proposed FY 2022/23 Annual Operating and Capital Budget reflects the Council's vision for the community and the values that guide the Council's policy decisions. We are fortunate that our City employees embody the principles hard work, customer service, and professionalism. It is through the organization's strong work ethic and sense of pride that keeps the wheels of the City turning and maintains service levels to preserve Tracy's high quality of life.

Tracy's tradition of sound fiscal management has served the City well, especially through the global pandemic. FY 2022-2023 will be a turning point as we begin to focus on strategies that build on and maintain the City's solid financial foundation, while advancing Measure V amenities forward. This effort will rely heavily on a continued partnership with the community to support key priorities and provide desired service levels.

The proposed budget funds core services, implements Council priorities and allows us to plan for the future while maintaining General Fund reserves to weather future economic cycles. I am confident that we as a community will collectively position Tracy to capitalize on opportunities that will advance the City's vision of strong and strategic economic development, enhanced public safety, outstanding quality of life, and good governance. Continued commitment to this strategy will ensure that the City can sustain critical community services and programs in the future.

Sincerely,

Michael Rogers
City Manager

ATTACHMENT C

GASB 54 Committed Fund Balance for FY2021-2022

DEPARTMENT	FUND	FUND NAME	VENDOR	DESCRIPTION	BALANCE
GENERAL FUND					
City Attorney's Office	101	General Fund	Meyers Nave	Cannabis Related Legal Services	5,563
City Attorney's Office	101	General Fund	Burke, Williams & Sorensen	Cannabis Related Legal Services	9,901
City Manager's Office	101	General Fund	Grainger Inc	Display case	978
Econ Development	101	General Fund	Tripepi Smith	FY 21-22 Marketing & Communication Services (Tourism Grant)	39,306
Econ Development	101	General Fund	American City Business Journals Inc	Sacramento Business Journal Advertising	15,000
Finance	101	General Fund	NBS	Financial Operations Analysis	385
Police	101	General Fund	Axon Enterprise	(9) BWC & Tasers for new employees	35,526
Police	101	General Fund	Axon Enterprise	(6) BWC & Tasers for new employees	24,009
Police	101	General Fund	Geo-Comm Inc	Geo Comm GIS Upgrade	14,276
Police	101	General Fund	Stanislaus County sheriff's Dept	Police Academy for recruits	24,000
Public Works	101	General Fund	Cornerstone Environmental Contractors Inc	IGF-Hoyt Booster Pump EST 6/22	12,990
Public Works	101	General Fund	72 Hr. LLC	Fleet - x2 Patrol Vehicles	40,363
Public Works	101	General Fund	Motorola Solutions Inc	Fleet - x2 Patrol Vehicles Radio	8,999
Public Works	101	General Fund	Tracy Sign Inc	Fleet - x2 Patrol Vehicles Dec	762
Public Works	101	General Fund	Statewide Traffic Safety and Signs Inc	Fleet - Thermo Cart 3rd Qt Ask	87,746
Public Works	101	General Fund	72 Hr. LLC	Fleet- Ford Escape Homeless Manager	30,245
Public Works	101	General Fund	Derotic LLC	Fleet - x2 Patrol Vehicles Pai	26,516
Public Works	101	General Fund	Ron Dupratt Ford, Inc	Ford F550 Flat bed for Public Works (Street Markings)	88,200
Police	115	Federal Law Enforce Grant	Public Safety Family Counseling Group Inc	Critical Incident Stress Mgmt & Wellness	46,510
Police	115	Federal Law Enforce Grant	Geo-Comm Inc	Geo Comm GIS Upgrade	13,558
City Attorney's Office	125	Central Admin	Meyers Nave	Legal Services	4,888
City Attorney's Office	125	Central Admin	Colantuono, Highsmith, <i>et al.</i>	Special Counsel Legal Services	9,895
City Attorney's Office	125	Central Admin	Daniel P. Doporto	Special Counsel Legal Services	5,840
City Attorney's Office	125	Central Admin	Colantuono, Highsmith, <i>et al.</i>	Legal Services - Tracy Rural v. LAFCO	3,534
City Attorney's Office	125	Central Admin	Burke, Williams & Sorensen	Special Counsel Legal Services	11,517
City Attorney's Office	125	Central Admin	Renne Public Law Group, LLP	Legal Services - Labor & Employment	7,224
Finance	125	Central Admin	HdL Companies	Business License, Cannabis and Transient Occupancy Tax (TOT)	16,750
Finance	125	Central Admin	HdL Companies	Cannabis Management Program Consulting, Ordinance, Applications, Etc.	4,200

GASB 54 Committed Fund Balance for FY2021-2022

DEPARTMENT	FUND	FUND NAME	VENDOR	DESCRIPTION	BALANCE
Finance	125	Central Admin	Goodwin Consulting Group Inc	Tracy Hills Tax Study and Fire Revenue Projections New Fire Stations	40,016
Finance	125	Central Admin	MacLeod Watts Inc	GASB 75 Actuarial Report FY End 6/30/22	1,950
Finance	125	Central Admin	Lew Edwards	Provide Lead Consulting and Communications Services for the City	42,000
Finance	125	Central Admin	Bartel Associates LLC	Actuarial Consulting Services - CalPERS Misc Plan	10,500
Finance	125	Central Admin	Bartel Associates LLC	Actuarial Consulting Services - CalPERS Safety Plan	20,000
HR	125	Central Admin	Legal Assistance	Christopher K Boucher	17,398
HR	125	Central Admin	Workplace Investigations	Van Dermyden Maddux Law Corporation	16,390
Total General Fund					736,937
OTHER GOVERNMENTAL FUNDS					
Public Works	206	Engineering	72 Hr. LLC	Fleet- Ford Escape Development Services	30,245
Public Works	206	Engineering	72 Hr. LLC	Fleet- New Ford Rangers x2 for	35,856
Development Services	207	Planning	De Novo Planning Groups	Transit Oriented Delvelopment Planning Services	695,265
Development Services	207	Planning	First Carbon Solution	Digital Freeway Signs	12,292
Development Services	207	Planning	Placeworks Inc	Housing Implemenation Talks	171,068
Utilities	207	Planning	CH2M Hill Inc	Professional Services for Desalination Project @ WWTP	17,755
Police	231	Asset Forfeiture	Geo-Comm Inc	Geo Comm GIS Upgrade	25,000
Econ Development	268	CBDG	McHenry House	CDBG FY 2019-2020 (Public Facility)	11,870
Econ Development	268	CBDG	Tracy Interfaith Ministries	2020-2021 CDBG Grant Recipient	12,000
Econ Development	268	CBDG	Boys & Girls Club of Tracy	2020-2021 CDBG Grant Recipient	8,000
Econ Development	268	CBDG	Tracy Community Connections Center Inc.	2020-2021 CDBG Grant Recipient	7,500
Econ Development	268	CBDG	Boys & Girls Club of Tracy	2020-2021 CDBG Grant Recipient - Facility Improvements	354,438
Econ Development	268	CBDG	Boys & Girls Club of Tracy	2021-2022 CDBG Grant Recipient	8,000
Econ Development	268	CBDG	Tracy Interfaith Ministries	2021-2022 CDBG Grant Recipient	12,000
Econ Development	268	CBDG	Coalition of Tracy Citizens to Assist the Homeless	2021-2022 CDBG Grant Recipient	6,973
Econ Development	268	CBDG	Women's Center-Youth & Family Services	2021-2022 CDBG Grant Recipient	12,000
Econ Development	268	CBDG	Tracy Community Connections Center Inc.	2021-2022 CDBG Grant Recipient	8,000
Public Works	271	LMD	Central Control Systems LTD	LMD-controller replacement	8,412
Public Works	271	LMD	Central Control Systems LTD	LMD-controller replacement	7,115
Public Works	271	LMD	Central Control Systems LTD	LMD-controller replacement	6,079
Public Works	271	LMD	Central Control Systems LTD	LMD-Damage to irrg controller	1,000
Total Other Governmental Funds					1,450,867

ATTACHMENT D
CITY OF TRACY
2022/23 Appropriations Limit Calculation

<u>Description</u>	<u>Amount</u>
2020-21 Appropriations Limit	\$ 79,006,614
2022-23 City population	1.0098
2022-23 Per capita income	1.0755
2022-23 Appropriations Limit	\$ 85,804,336

2022/23 Projected Tax Revenues

<u>Description</u>	<u>Amount</u>
Property Taxes	\$ 31,090,487
Sales & Use Tax	69,680,000
Sales & Use Tax	14,770,000
Transient Occupancy Tax	1,793,500
Franchise Fees	4,170,506
Business License Tax	1,076,197
Real Property Transfer Tax	1,389,361
Interest Earnings	0

2022-23 Projected Qualifying Expenses

<u>Exemptions</u>	
Debt Service	(2,672,142)
Qualified Capital Outlays	(38,000,000)

Appropriations Subject to Limitation	\$ 83,297,909
Margin	\$ 2,506,427



PROPOSED FY 2022-2023 ANNUAL OPERATING AND CAPITAL BUDGET

JUNE 24, 2022

Presentation Outline

- Proposed FY 2022/23 Citywide Annual Operating and Capital Budget
- Proposed FY 2022/23 General Fund Annual Operating and Capital Budget
 - Fiscal Sustainability Funding Policy
- FY 2022/23 Proposed Annual Operating and Capital Budget Personnel



Think Inside the Triangle™

Presentation Outline

- Measure V Funds Committed for FY 2021/22 and FY2022/23
- Other Action Items
 - Committed Fund Balances GASB 54
 - Appropriations Limit (Gann Limit)
- Recommended Council Action





Proposed FY 2022/23 Citywide Annual Operating and Capital Budget



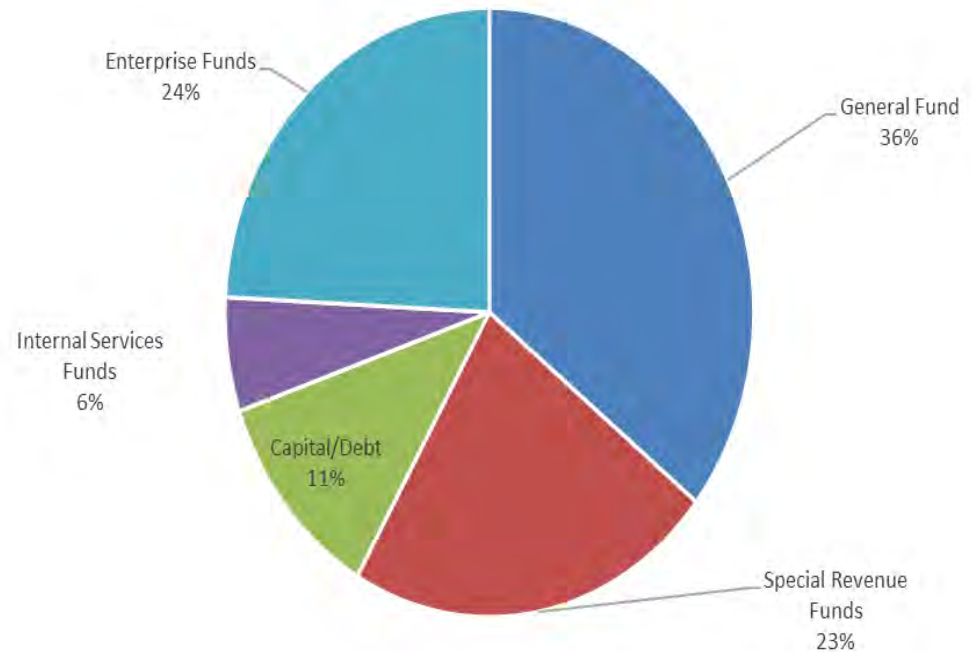
Think Inside the 'Triangle'

Citywide Budget

FY 2022/23
Proposed
Budget

General Fund	103,665,324
Special Revenue Funds	79,675,526
Capital/Debt	39,886,629
Internal Services Funds	21,349,742
Enterprise Funds	84,726,529
Total Expenditures (without Transfers)	<u>329,303,750</u>
Transfers Between Funds	<u>22,944,635</u>
Total Expenditures (with Transfers)	<u>352,248,385</u>

FY 2023 Proposed Appropriations (with Transfers)





Proposed FY 2022/23 General Fund Budget

City Council's Fiscal Sustainability Funding Policy

- City Council direction received March 22, 2022, as recommended by CC Fiscal Sustainability Ad-Hoc Committee:
 - \$3.5M - City Services and Program Increase
 - \$4M - Pre-fund CalPERS and Retiree Medical
 - \$5M - Deferred Maintenance

City Council's Fiscal Sustainability Funding Policy

On-Going Revenue/(Expenses)	Estimated % of Revenues	FY 2022/23	FY 2023/24	FY 2024/25
General Fund Revenues		\$123M	\$129M	\$132M
CalPERS pre-fund	2%	\$2M	\$3M	\$3M
Retiree Medical pre-fund	2%	\$2M	\$3M	\$3M
Road Improvements-Deferred Maintenance	3%	\$2M	\$4M	\$4M
Parks -Deferred Maintenance	2%	\$3M	\$3M	\$3M
City Services and Program Increase	3%	\$3M	\$4M	\$4M
Annual Budget Increase		\$12M	\$17M	\$17M



Think Inside the Triangle™

General Fund FY 2022/23 Revenues

(in thousands)	<u>2021/2022</u> (amended)	<u>2022/2023</u> (proposed)	<u>2023/2027</u> (projected)
Property Tax	28,114	31,090	32,800
Sales Tax	54,222	69,680	73,512
Sales Tax Measure V	14,000	14,770	15,582
Other Taxes	2,720	2,870	2,956
Other Revenues	18,782	19,578	19,283
Total Revenues	\$ 117,838	\$ 137,988	\$ 144,133



Think Inside the 'Triangle'

General Fund FY 2022/23 Expenditures

(in thousands)	<u>2021/2022</u> (amended)	<u>2022/2023</u> (proposed)	<u>2023/2024</u> (projected)
Personnel	48,043	53,986	54,780
Non Personnel	37,533	43,007	43,698
Net Transfers In/Out	32,263	40,995	45,655
Total Expenditures	117,839	137,988	144,133
Surplus/(Deficit)	(0)	(0)	(0)





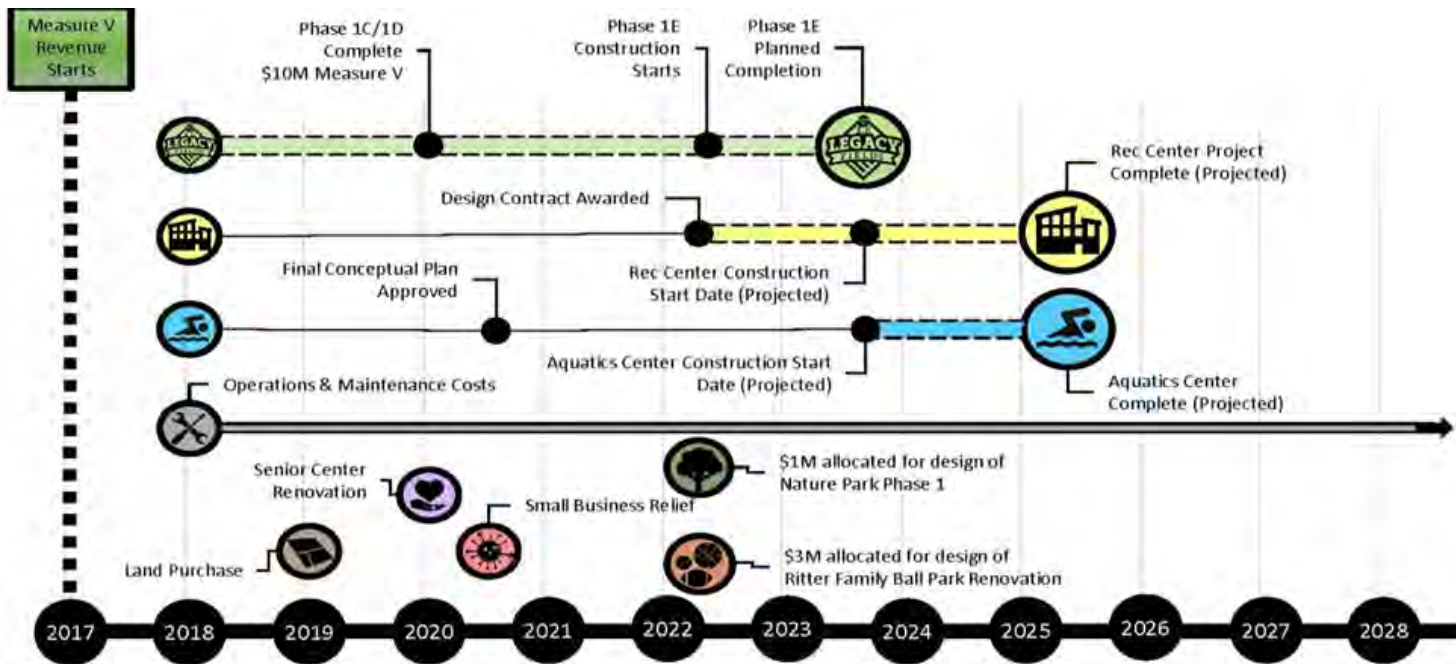
FY 2022/23 Proposed Annual Operating and Capital Budget Personnel

FY 2022/23 Proposed Annual Operating and Capital Budget Personnel

Department	Full-time Employees
City Manager's Office	2
Development Services	3
Human Resources	1
Innovation & Technology	1
Mobility & Housing	2
Operations & Utilities	6
Parks & Recreation	3
Police	7
Total	25



Think Inside the 'Triangle'



Measure V Funds Committed for FY 2021/22 and FY2022/23



Think Inside the Triangle™

Measure V Funds Committed for FY 2021/22 and FY2022/23

- On February 22, 2022, the City Council held a workshop to review the Measure V priorities and project timelines of the amenities based on available funding.
- The Parks Maintenance Division has a need of project support to address the increased volume of work.
 - Parks Planning Coordinator, funding for this position will come from Measure V's allocation for staffing



Measure V Funds Committed for FY 2021/22 and FY2022/23

- Multi-Generational Recreational Center: allocate \$40 million (\$31 million from Measure V and \$9 million other sources) to the Multi-Generational Recreation Center project and proceed with one phase only of construction, which includes expansion of debt financing of the \$31 million.
- Aquatics Center: commit Measure V reserves to the Aquatic Center's \$55 million (City) budget and avoid phasing of the project.

Measure V Funds Committed for FY 2021/22 and FY2022/23

- Ritter Family Ball Park: commit \$3 million in Measure V funds to begin the feasibility and design study of Ritter Family Ball Park
- Nature Park: commit \$1 million in Measure V funds for the design of phase 1 of the Nature Park

Other Action Items

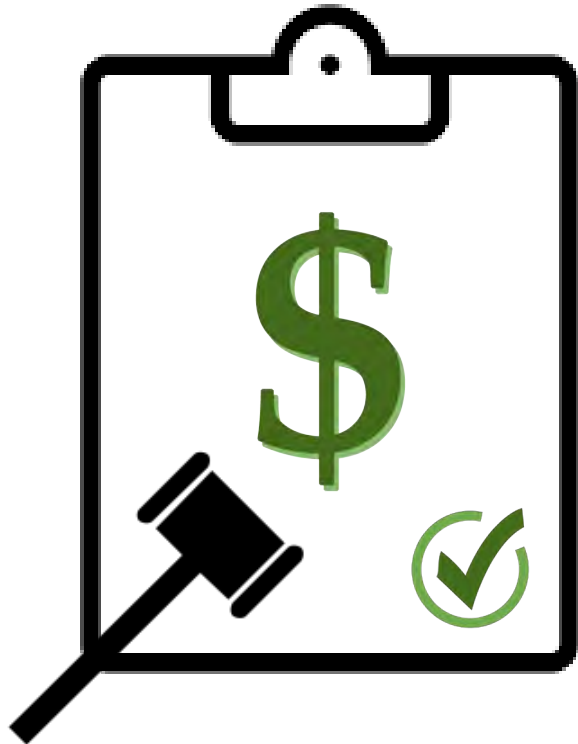
Committed Fund Balances (GASB 54) for Fiscal Year Ending June 30, 2022

- In preparation for closing fiscal year ending June 30, 2022, staff reviews estimated fund balances and designates funds that have been committed for use in future periods.
 - General Fund \$736,937
 - Other Governmental \$1,450,867

Annual Adjustment to Appropriations Limit (Gann Limit)

- Article XIIB of the California Constitution, informally known as the Gann Appropriations Limit, limits the total amount of appropriations in any fiscal year derived from the “proceeds of taxes.”
 - The calculated appropriation limit for FY 2022/23 is \$85.5 million. Based on the budget adopted on June 24, 2022, \$83 million is subject to the limit, and the City is \$2.5 million under the limit.

BUDGET WORKSHOP



Recommended
Council Action



Recommended Council Action

- Resolution Adoption of the FY 2022-23 Annual Operating and Capital Budget for July 1, 2022, through June 30, 2023
 - A super majority vote is required for budget approval
- Resolution Adoption of the Fiscal Sustainability Funding Policy beginning FY 2021/22
- Resolution Adoption Measure V Funds committed for FY 2021/22 and FY2022/23



Think Inside the Triangle™

Recommended Council Action

- Resolution Adoption of the Committed fund balances (GASB 54) Fiscal Year ending June 30,2022
- Resolution Adoption of the Annual Adjustment to Appropriations Limit (Gann Limit)

Q&A



CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

ADOPTING THE CITY OF TRACY FISCAL YEAR (FY) 2022/23 ANNUAL OPERATING AND CAPITAL BUDGET AND AUTHORIZE THE BUDGET OFFICER TO AMEND THE CITY'S POSITION CONTROL ROSTER FOR FY 2022/23

WHEREAS, City of Tracy Municipal Code section 2.12.050 requires the City Manager of the City of Tracy to submit a proposed budget to the City Council; and

WHEREAS, The City Manager presented a proposed budget for fiscal year 2022/23 to the City Council on March 22, 2022, during the budget and Capital Improvement Plan Workshop, for all Municipal Funds; and

WHEREAS, On June 24, 2022, the City Manager proposed the adoption of the Financial Plan along with specific adjustments directed by the City Council and listed in the attached Financial Plan Summaries attached to this Resolution as Attachment A and hereby included herein; and

WHEREAS, The City Council has reviewed the employee positions listed in the budget document and has considered authorizing the City Manager to fill those positions not specifically exempted, provided said positions have sufficient appropriations; and

WHEREAS, The City Council has reviewed the level of budgeting control needed by the City Manager to ensure efficiency in managing the operations of the City, including the authorization of budget transfers within a single fund and within given appropriations of said fund; and now, therefore, be it

RESOLVED: That the City Council hereby adopts the Proposed FY 2022/23 City of Tracy Operating and Capital Budget; and be it further

RESOLVED: That the City Council hereby authorizes the Budget Officer to amend the City's Position Control Roster for Fiscal Year 2022/23.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on June 24, 2022, by the following vote:

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

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

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

ATTACHMENT A

Citywide Operating and Capital Budget

REVENUES (in thousands)	<u>FY 21/22</u> Amended	<u>FY 22/23</u> Proposed	<u>FY 23/24</u> Forecasted
GENERAL FUND	\$ 117,839	\$ 137,988	\$ 144,134
DEVELOPMENT SERVICES	17,049	18,160	18,087
GAS TAX	3,167	4,913	5,061
GEN FUND CAPITAL	-	-	-
SPECIAL REVENUE	32,977	8,335	8,585
CAPITAL	35,910	36,541	37,637
DEBT	4,524	6,318	6,453
INTERNAL SERVICES FUND	16,425	20,368	20,923
WATER	23,010	23,868	24,584
WASTEWATER	16,086	17,055	17,551
SOLID WASTE	22,115	26,614	27,412
STORM DRAIN	729	751	774
AIRPORT	954	757	780
TRANSIT	5,611	5,780	5,953
TOTAL REVENUES	296,396	307,448	317,934
EXPENSES (in thousands)			
GENERAL FUND	\$ 86,697	\$ 103,665	\$ 105,155
DEVELOPMENT SERVICES	14,135	16,927	16,361
GAS TAX	8,379	4,380	1,888
GEN FUND CAPITAL	30,079	44,833	2,891
SPECIAL REVENUE	48,356	13,540	6,083
CAPITAL	35,069	34,103	930
DEBT	4,198	5,783	5,783
INTERNAL SERVICES FUND	19,606	21,350	19,868
WATER	24,719	24,406	25,096
WASTEWATER	60,845	21,155	21,642
SOLID WASTE	26,226	29,914	30,442
STORM DRAIN	736	633	640
AIRPORT	1,318	1,202	1,240
TRANSIT	8,505	7,433	7,160
TOTAL EXPENDITURES	368,868	329,324	245,179
SURPLUS/DEFICIT	(72,472)	(21,876)	72,755
CAPITAL IMPROVEMENT	162,836	93,034	4,656
NET POSITION CHANGE	90,364	71,158	77,411

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

**ADOPTING A FISCAL SUSTAINABILITY FUNDING POLICY FOR THE CITY OF TRACY AND
APPLY SUCH POLICY RETROACTIVELY TO AMENDED FISCAL YEAR 2021-22 ANNUAL
BUDGET**

WHEREAS, Recently, there has been a reporting change shifting the tax allocation from a statewide allocation through the County sales tax pool from pro-rata allocation to a local sales tax allocation based upon the businesses' point-of-sale or fulfillment of the sale; and

WHEREAS, This recent change in tax reporting by a predominant sales tax producer has had a significant and material impact on the City's General Fund revenues, nearly doubling the current Sales Tax revenues for the City; and

WHEREAS, In Fiscal Year ("FY") 2020/21, the General Fund estimated Sales Tax is expected to have an additional \$10 million over the estimated budget and in FY 2021/22, the General Fund estimated Sales Tax is expected to be \$25 million over the adopted budget; and

WHEREAS, With new ecommerce businesses expected to open in FY 2022/23 within the City limits, the Sales Tax forecast is expected to grow an additional \$12M next year in addition to the economy growth of 5% anticipated for the next 2-3 years; and

WHEREAS, to fiscally manage the additional revenue, the City Council created an Ad Hoc Committee of the Council to evaluate options fiscal sustainability funding; and

WHEREAS, On December 7, 2021, the City Council's Ad-Hoc Committee provided an update to the City Council, with recommendations of proposed fiscal sustainability strategies targeted towards utilization of the increased General Fund revenues; and

WHEREAS, On March 22, 2022, the City Council provided further direction on finalizing these strategies into a proposed policy for Council consideration; and

WHEREAS, the proposed policy allocates to budget categories specific percentages of General Fund Revenues, less Measure V Sales Tax and Transfers In and is set forth in more detail in Attachment A to this Resolution (the "**Fiscal Sustainability Funding Policy**"); and

WHEREAS, as the City has received revenues in excess of the adopted FY 2021-2022 Budget any adopted Fiscal Sustainability Funding Policy should apply retroactively to the amended FY 2021-2022 Annual Budget; and now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby adopts the Fiscal Sustainability Funding Policy, more specifically described in Attachment A for all budget years going forward; and be it further

RESOLVED: That the City Council hereby retroactively applies the Fiscal Sustainability Funding Policy to the adopted Budget for Fiscal Year 2021-22; and be it further

RESOLVED: That the City Council hereby provides the Finance Director the authority to take all such actions as necessary to implement the purpose of this Resolution.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on June 24, 2022, by the following vote:

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

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

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

ATTACHMENT A

<u>On-Going Revenue/(Expenses)</u>	<u>Estimated % of Revenues</u>
Pre-Funding Liabilities:	
CalPERS	2%
Retiree Medical	2%
Deferred Maintenance:	
Road Improvements	3%
Parks Maintenance	2%
 City Services and Program Increase	 3%

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

AUTHORIZING THE COMMITMENT OF MEASURE V FUNDS FOR SPECIFIED PURPOSES, FOR THE AMENDED FY 2021/22 ANNUAL BUDGET AND THE PROPOSED FY 2022/23 ANNUAL BUDGET

WHEREAS, On February 22, 2022, the City Council held a workshop to review the Measure V priorities and project timelines of the amenities based on available funding; and

WHEREAS, The Parks Maintenance Division has a need of project support to address the increased volume of work; and

WHEREAS, Included in the FY 2022/23 Annual Operating and Capital Budget personnel is the addition of the Parks Planning Coordinator, funding for which position will come from Measure V's allocation for staffing; and

WHEREAS, Based on the direction received from the City Council at the referenced workshop, the items shown on Attachment A have been incorporated into the Adopted FY 2021/22 Annual Budget and the Proposed FY 2022/23 Annual Budget; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby authorizes the commitment of Measure V Funds for the specific purposes shown on Attachment A, for the Amended FY 2021/22 Annual Budget and the FY 2022/23 Annual Budget.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on June 24, 2022, by the following vote:

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

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

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

ATTACHMENT A

<u>Project</u>	<u>Council Direction Measure V Funds</u>
Multi-Generational Recreational Center	Allocate \$40 million (\$31 million from Measure V and \$9 million other sources) to project and proceed with one phase only of construction, which includes expansion of debt financing of the \$31 million
Aquatics Center	Commit Measure V reserves to the \$55 million (City)budget and avoid phasing of the project.
Ritter Family Ball Park	Commit \$3 million to begin the feasibility and design study of Ritter Family Ball Park for FY2022/23
Nature Park	Commit \$1 million for the design of phase 1 of the Nature Park for FY2022/23

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRACY APPROVING THE COMMITTED FUND BALANCES FOR FISCAL YEAR ENDING JUNE 30, 2022 IN COMPLIANCE WITH STATEMENT 54 OF THE GOVERNMENTAL ACCOUNTING STANDARDS BOARD

WHEREAS, City of Tracy follows Governmental Accounting Standards Board (GASB) for the basis of its financial reporting; and

WHEREAS, GASB issued Statement 54: Fund Balance Reporting and Governmental Fund Type Definition and the requirements of this Statement are effective for financial statements for periods beginning after June 15, 2010 ("**GASB 54**"); and

WHEREAS, The objective of GASB 54 is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions; and

WHEREAS, The City Council has committed revenues collected from the passage of Measure V; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves the list shown on the Attachment A to this Resolution as the Committed Fund Balances for the City's governmental funds, including the General Fund and Special Revenue funds for June 30, 2022; and be it further

RESOLVED: The City Council hereby provides the Finance Director the authority to assign uses to fund balance amounts in compliance with Statement 54 of the Governmental Accounting Standards Board (GASB), as may be necessary

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on June 24, 2022, by the following vote:

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

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

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

ATTACHMENT A

DEPARTMENT	FUND NAME	VENDOR	DESCRIPTION	BALANCE
GENERAL FUND				
City Attorney's Office	General Fund	Meyers Nave	Cannabis Related Legal Services	5,563
City Attorney's Office	General Fund	Burke, Williams & Sorensen	Cannabis Related Legal Services	9,901
City Manager's Office	General Fund	Grainger Inc	Display case	978
Econ Development	General Fund	Tripepi Smith	FY 21-22 Marketing & Communication Services (Tourism Grant)	39,306
Econ Development	General Fund	American City Business Journals Inc	Sacramento Business Journal Advertising	15,000
Finance	General Fund	NBS	Financial Operations Analysis	385
Police	General Fund	Axon Enterprise	(9) BWC & Tasers for new employees	35,526
Police	General Fund	Axon Enterprise	(6) BWC & Tasers for new employees	24,009
Police	General Fund	Geo-Comm Inc	Geo Comm GIS Upgrade	14,276
Police	General Fund	Stanislaus County sheriff's Dept	Police Academy for recruits	24,000
Public Works	General Fund	Cornerstone Environmental Contractors Inc	IGF-Hoyt Booster Pump EST 6/22	12,990
Public Works	General Fund	72 Hr. LLC	Fleet - x2 Patrol Vehicles	40,363
Public Works	General Fund	Motorola Solutions Inc	Fleet - x2 Patrol Vehicles Radio	8,999
Public Works	General Fund	Tracy Sign Inc	Fleet - x2 Patrol Vehicles Dec	762
Public Works	General Fund	Statewide Traffic Safety and Signs Inc	Fleet - Thermo Cart 3rd Qt Ask	87,746
Public Works	General Fund	72 Hr. LLC	Fleet- Ford Escape Homeless Manager	30,245
Public Works	General Fund	Derotic LLC	Fleet - x2 Patrol Vehicles Pai	26,516
Public Works	General Fund	Ron Dupratt Ford, Inc	Ford F550 Flat bed for Public Works (Street Markings)	88,200
Police	Federal Law Enforce Grant	Public Safety Family Counseling Group Inc	Critical Incident Stress Mgmt & Wellness	46,510
Police	Federal Law Enforce Grant	Geo-Comm Inc	Geo Comm GIS Upgrade	13,558
City Attorney's Office	Central Admin	Meyers Nave	Legal Services	4,888
City Attorney's Office	Central Admin	Colantuono, Highsmith, <i>et al.</i>	Special Counsel Legal Services	9,895
City Attorney's Office	Central Admin	Daniel P. Doporto	Special Counsel Legal Services	5,840
City Attorney's Office	Central Admin	Colantuono, Highsmith, <i>et al.</i>	Legal Services - Tracy Rural v. LAFCO	3,534
City Attorney's Office	Central Admin	Burke, Williams & Sorensen	Special Counsel Legal Services	11,517
City Attorney's Office	Central Admin	Renne Public Law Group, LLP	Legal Services - Labor & Employment	7,224
Finance	Central Admin	HdL Companies	Business License, Cannabis and Transient Occupancy Tax (TOT)	16,750
Finance	Central Admin	HdL Companies	Cannabis Management Program Consulting, Ordinance, Applications, Etc.	4,200

DEPARTMENT	FUND NAME	VENDOR	DESCRIPTION	DEPARTMENT
Finance	Central Admin	Goodwin Consulting Group Inc	Tracy Hills Tax Study and Fire Revenue Projections New Fire Stations	40,016
Finance	Central Admin	MacLeod Watts Inc	GASB 75 Actuarial Report FY End 6/30/22	1,950
Finance	Central Admin	Lew Edwards	Provide Lead Consulting and Communications Services for the City	42,000
Finance	Central Admin	Bartel Associates LLC	Actuarial Consulting Services - CalPERS Misc Plan	10,500
Finance	Central Admin	Bartel Associates LLC	Actuarial Consulting Services - CalPERS Safety Plan	20,000
HR	Central Admin	Legal Assistance	Christopher K Boucher	17,398
HR	Central Admin	Workplace Investigations	Van Dermyden Maddux Law Corporation	16,390
			Total General Fund	736,937
Public Works	Engineering	72 Hr. LLC	Fleet- Ford Escape Development Services	30,245
Public Works	Engineering	72 Hr. LLC	Fleet- New Ford Rangers x2 for	35,856
Development Services	Planning	De Novo Planning Groups	Transit Oriented Delvelopment Planning Services	695,265
Development Services	Planning	First Carbon Solution	Digital Freeway Signs	12,292
Development Services	Planning	Placeworks Inc	Housing Implemenation Talks	171,068
Utilities	Planning	CH2M Hill Inc	Professional Services for Desalination Project @ WWTP	17,755
Police	Asset Forfeiture	Geo-Comm Inc	Geo Comm GIS Upgrade	25,000
Econ Development	CBDG	McHenry House	CDBG FY 2019-2020 (Public Facility)	11,870
Econ Development	CBDG	Tracy Interfaith Ministries	2020-2021 CDBG Grant Recipient	12,000
Econ Development	CBDG	Boys & Girls Club of Tracy	2020-2021 CDBG Grant Recipient	8,000
Econ Development	CBDG	Tracy Community Connections Center Inc.	2020-2021 CDBG Grant Recipient	7,500
Econ Development	CBDG	Boys & Girls Club of Tracy	2020-2021 CDBG Grant Recipient - Facility Improvements	354,438
Econ Development	CBDG	Boys & Girls Club of Tracy	2021-2022 CDBG Grant Recipient	8,000
Econ Development	CBDG	Tracy Interfaith Ministries	2021-2022 CDBG Grant Recipient	12,000
Econ Development	CBDG	Coalition of Tracy Citizens to Assist the Homeless	2021-2022 CDBG Grant Recipient	6,973
Econ Development	CBDG	Women's Center-Youth & Family Services	2021-2022 CDBG Grant Recipient	12,000
Econ Development	CBDG	Tracy Community Connections Center Inc.	2021-2022 CDBG Grant Recipient	8,000
Public Works	LMD	Central Control Systems LTD	LMD-controller replacement	8,412
Public Works	LMD	Central Control Systems LTD	LMD-controller replacement	7,115
Public Works	LMD	Central Control Systems LTD	LMD-controller replacement	6,079
Public Works	LMD	Central Control Systems LTD	LMD-Damage to irrq controller	1,000
			Total Other Governmental Funds	1,450,867

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

**ESTABLISHING FISCAL YEAR 2022/23 APPROPRIATIONS LIMIT (GANN) PURSUANT TO
ARTICLE XIII B OF THE CALIFORNIA STATE CONSTITUTION**

WHEREAS, In November 1979, the voters of the State of California approved Proposition 4, which states that beginning July 1, 1980, all state and local government budget appropriations cannot exceed the amount resulting from a formula based upon the 1978-79 budget, plus adjustments for cost of living and population changes, and specific exceptions (the “**Gann Appropriation Limit Initiative**”); and

WHEREAS, Proposition 4 implemented the Gann Appropriation Limit Initiative through the addition of Article XIII B to the California Constitution; and

WHEREAS, the State Legislature adopted Government Code Section 7900 to establish the process for calculating the state and local government appropriations limits under Article XIII B of the California Constitution, and Proposition 111, adopted in June 1990, provided new adjustment formulas (as modified, the “**Gann Limit**”);

WHEREAS, in accordance with these State laws, the City of Tracy has prepared documentation establishing the 2022-23 appropriation limit, and has made the documentation used in the determination of the Gann Limit available to the public in the proposed 2022-23 budget more than fifteen (15) days before this resolution is being considered and adopted; and

WHEREAS, The Finance Director of the City of Tracy has determined that the percentage change in per capita income and the city population is the preferred method of calculation in the cost-of-living adjustment; and

WHEREAS, The calculation results in a Gann Limit of \$85,804,336; and

WHEREAS, Prior to the adoption of this Resolution, the City Council has considered and adopted the FY 2022/23 budget on June 24, 2022; and now, therefore, be it

RESOLVED: That the City Council hereby establishes the Fiscal Year 2022/23 appropriations limit in the amount of \$85,804,336 pursuant to Article XIII B of the California State Constitution; and be it further

RESOLVED: That the City Council hereby finds that the Adopted Budget for Fiscal Year 2022-23 includes \$83,297,909 in appropriations that are subject to the limit, and proceeds of taxes of \$85,804,336 and be it further

RESOLVED: That the City Council hereby finds that for Fiscal Year 2022-23, the City of Tracy is currently \$2,506,427 below the limits of Article XIII B of the California Constitution.

The foregoing Resolution 2022-_____ was adopted by the City Council on June 24, 2022, by the following vote:

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

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

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

Attachment:

CITY OF TRACY
2022/23 Appropriations Limit Calculation

<u>Description</u>	<u>Amount</u>
2020-21 Appropriations Limit	\$ 79,006,614
2022-23 City population	1.0098
2022-23 Per capita income	1.0755
2022-23 Appropriations Limit	\$ 85,804,336

2022/23 Projected Tax Revenues

<u>Description</u>	<u>Amount</u>
Property Taxes	\$ 31,090,487
Sales & Use Tax	69,680,000
Sales & Use Tax	14,770,000
Transient Occupancy Tax	1,793,500
Franchise Fees	4,170,506
Business License Tax	1,076,197
Real Property Transfer Tax	1,389,361
Interest Earnings	0

2022-23 Projected Qualifying Expenses

<u>Exemptions</u>	
Debt Service	(2,672,142)
Qualified Capital Outlays	(38,000,000)

Appropriations Subject to Limitation \$ 83,297,909

Margin \$ 2,506,427

AGENDA ITEM 3.B

REQUEST

ADOPT A RESOLUTION APPROVING THE DISPLAY OF THE LESBIAN, GAY, BISEXUAL, TRANSGENDER, AND QUEER (LGBTQ) PRIDE FLAG ON THE FLAGPOLE OUTSIDE OF THE TRACY CITY HALL OCTOBER 6th THROUGH OCTOBER 9th, 2022, TO COMMEMORATE LGBTQ HISTORY MONTH AND OCTOBER 11, 2022, TO COMMEMORATE NATIONAL COMING OUT DAY

EXECUTIVE SUMMARY

Per Section 2 of the City of Tracy's "Policy for the Display of Flags at City Facilities", ceremonial flag requests must be made annually by May 1st. During the City Council meeting held on May 17, 2022, Council Member Arriola, seconded by Mayor Pro Tem Vargas requested that an item be agendized regarding the display of the LGBTQ Pride flag for one weekend in October during LGBTQ History month and coinciding with National Coming Out Day.

DISCUSSION

On June 18, 2019, the City Council adopted a policy, via Resolution No. 2019-138, outlining the City's processes for displaying flags at City facilities, including ceremonial or commemorative flags ("Flag Policy"). Since its original adoption, the Council has amended the Flag Policy several times: October 15, 2019, via Resolution No. 2019-199, to address implementation issues; July 21, 2020, via Resolution No. 2020-132, to establish a maximum amount of time a flag can be displayed (31 days) and flag ceremonies, and on May 4, 2021, via Resolution 2021-052 to add language to provide protocols to acknowledge the passing of current or former City Council Members.

The Flag Policy (Attachment A) seeks to balance Council's desire to express the City's official sentiments through the display of commemorative or ceremonial flags with the requirements under the First Amendment. To that end, the Flag Policy establishes that the City's flagpoles are not a public forum and prohibits the display of a "commemorative or ceremonial flag based on a request from a third party, nor will the City use its flagpoles to sponsor the expression of a third party." In addition, the Flag Policy requires the City Council approve the display of a commemorative or ceremonial flag via resolution with a four-fifths vote. Said approval would authorize the display of a commemorative or ceremonial flag on the flagpole outside of City Hall.

Council Member Arriola, with support from Mayor Pro Tem Vargas requested that Council discuss displaying the LGBTQ Pride flag which is flown annually during the month of June, to also be flown during the weekend prior to National Coming Out Day on October 11th in honor of LGBTQ History Month which is celebrated in October. As stated in Section 2.3.3 of the Flag Policy, if the day of commemoration occurs on a weekend or City holiday, the flag will be posted on the last working day prior to the weekend or holiday and removed on the next normal City work day. Therefore, should Council approve the flag request and due to the City being closed on Friday on October 7, the flag would be raised on Thursday, October 6 and lowered on the morning of Monday,

October 10, 2022. Council could also request the flag to remain raised for National Coming Out Day on October 11, 2022.

FISCAL IMPACT

The City is already in possession of a flag used for LGBTQ Pride month. Approval of this item would result in a small cost of staff time to raise and lower the flags. This personnel expense can be absorbed in the existing Public Works Department's operating budget.

STRATEGIC PLAN

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

RECOMMENDATION

That City Council consider authorizing, via resolution, the display of the LGBTQ Pride flag during the weekend of October 6th through 9th to commemorate LGBTQ History Month in October, 2022 and to coincide with National Coming Out Day on October 11, 2022.

Prepared by: Adrienne Richardson, City Clerk

Reviewed by: Don Scholl, Public Works Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENT:

A- Policy for the Display of Flags at City Facilities, revised 2021

RESOLUTION 2021-052

AMENDING THE COUNCIL POLICY FOR THE DISPLAY OF FLAGS AT CITY FACILITIES TO INCLUDE PROTOCOLS FOR THE PASSING OF CURRENT OR FORMER CITY COUNCIL MEMBERS

WHEREAS, The City of Tracy displays and handles all flags in accordance with Federal and State Law, and

WHEREAS, On June 18, 2019, the City Council adopted a policy via Resolution No. 2019-138 on the display of flags at City facilities, including ceremonial or commemorative flags (Flag Policy), and

WHEREAS, The Flag Policy was amended via Resolution No. 2019-199 and No. 2020-132 to address implementation issues, and

WHEREAS, On January 19, 2021, the Council directed staff to amend the Flag Policy to include protocols for the passing of current or former City Council Members, and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Tracy hereby amends the Flag Policy as follows:

Section 2.2. is hereby replaced in its entirety by the following language:

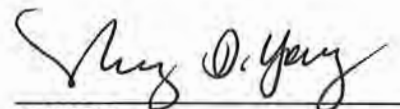
2.2 City Manager Authority. The City Manager is authorized to order the City flag be lowered to half-staff as listed below. The flag will be lowered as soon as practicable following notification of death and will remain lowered until interment or up to two weeks, whichever is shortest.

2.2.1 A City employee killed in the line of duty.

2.2.2 Death of a current or former City Council Member.”

The foregoing Resolution 2021-052 was adopted by the Tracy City Council on the 4th day of May, 2021, by the following vote:

AYES: COUNCIL MEMBERS: ARRIOLA, BEDOLLA, DAVIS, VARGAS YOUNG
NOES: COUNCIL MEMBERS: NONE
ABSENT: COUNCIL MEMBERS: NONE
ABSTAIN: COUNCIL MEMBERS: NONE


MAYOR

ATTEST:

CITY CLERK

POLICY FOR THE DISPLAY OF FLAGS AT CITY FACILITIES

Approved by Reso. No. 2019-199, Amended by Reso. No. 2020-132 and
Resolution 2021-052

SECTION 1: PURPOSE

The purpose of this policy is to establish clear guidelines regarding the display of the flags at City facilities.

SECTION 2: POLICY

2.1 Conformance with Federal and State Flag Regulations. Flags shall be displayed in accordance with federal and state regulations, including Title 4, Chapter 1 of the United States Code, and Sections 430 through 439 of the California Government Code.

2.2 City Manager Authority. The City Manager is authorized to order the City flag be lowered to half-staff as listed below. The flag will be lowered as soon as practicable following notification of death and will remain lowered until interment or up to two weeks, whichever is shortest.

2.2.1 A City employee killed in the line of duty.

2.2.2 Death of a current or former City Council Member.

2.3 Ceremonial or Commemorative Flags.

2.3.1 Non-Public Forum. The City's flagpoles are not intended to be a forum for free expression by the public. Ceremonial or commemorative flags shall be displayed as an expression of the City's official sentiments. A request to display a commemorative or ceremonial flag must be supported by two Council members in order to be agendaized for Council consideration. All requests to display commemorative flags must be listed as a "Regular Item" on a Council agenda. Council must present requests to display a commemorative flag by May 1st of every year. A Council resolution authorizing the display of a commemorative flag must be approved by a supermajority vote (four-fifths) of the City Council.

2.3.2. Commemorative flags shall only be displayed at City Hall and on the flagpole designated to display the City's flag. Commemorative or ceremonial flags shall be displayed concurrently with the City flag at second position (below the City flag).

2.3.3 Commemorative or ceremonial flags will be displayed for 24 hours if displayed during the normal City workweek. If the day of commemoration occurs on a weekend or City holiday, the flag will be posted on the last working day prior to the weekend or holiday and removed on the next normal City work day. The 24-hour period may also be extended up to month (a maximum of 31 days) if specified in the approving Council resolution. Saturdays, Sundays or City holidays shall not count towards the maximum 31-day display period.

2.3.4 The City will not display a commemorative or ceremonial flag based on a request from a third party, nor will the City use its flagpoles to sponsor the expression of a third party.

2.3.5 If Council Members want to also request a flag ceremony, such request must be made when requesting to display a commemorative flag in accordance with Section 2.3.1. Said flag ceremony shall consist of the following: publicity on the City's website and social media accounts, press release, and audio/visual support (podium with speaker and microphone, recording, and/or photography).

2.4 Implementation of Policy. The Public Works Director is responsible for ensuring the proper implementation of this Policy. The Public Works Director is further authorized to develop standard operating procedures consistent with this Policy.

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING THE DISPLAY OF THE LESBIAN, GAY, BISEXUAL, TRANSGENDER, AND QUEER (LGTBQ) PRIDE FLAG ON THE FLAGPOLE OUTSIDE OF THE TRACY CITY HALL: (1) FROM OCTOBER 6th THROUGH OCTOBER 9th, 2022, CONSISTENT WITH THE CITY'S FLAG POLICY, TO COMMEMORATE LGBTQ HISTORY MONTH; AND (2) ON OCTOBER 11, 2022, TO COMMEMORATE NATIONAL COMING OUT DAY

WHEREAS, On June 18, 2019, the City Council adopted a policy, via Resolution No. 2019-138, outlining the City's processes for displaying flags at City facilities, including ceremonial or commemorative flags (the "**Flag Policy**"); and

WHEREAS, Since its original adoption, the Council has amended the Flag Policy several times: October 15, 2019, via Resolution No. 2019-199, to address implementation issues; July 21, 2020, via Resolution No. 2020-132, to establish a maximum amount of time a flag can be displayed (31 days) and flag ceremonies; and May 4, 2021, via Resolution 2021-052, to augment the City Manager's authority for lowering flags to include the passing of current or former City Council Members; and

WHEREAS, For a commemorative or ceremonial flag to be displayed on City facilities, the Flag Policy requires any request to be supported by two Council Members in order for such request to be agendaized for consideration at a future Council meeting; and

WHEREAS, Any such request must be made by May 1st of every calendar year and be approved by the City Council at a subsequent meeting, via resolution, with a four-fifths vote; and

WHEREAS, At the May 17, 2022 Council meeting, Council Member Arriola, with support from Mayor Pro Tem Vargas, requested that the Council discuss the display of the LGBTQ Pride flag at City Hall during the weekend prior to National Coming Out Day on October 11th in honor of LGBTQ History Month, which is celebrated in October, as well as on October 11th itself; and

WHEREAS, The City Council of the City of Tracy wishes to recognize LGBTQ History month as it acknowledges the history of the diverse LGBTQ community and the importance of civil rights movements in progressing gay rights; and

WHEREAS, The display of the LGBTQ Pride Flag is also known as the rainbow flag because of its diverse colored stripes (the "**Pride Flag**") and serves to express the City's official commitment to celebrating diversity; and

WHEREAS, The proposed request is consistent with the City’s approved Flag Policy that governs the display of flags at City facilities; and now, therefore, be it

RESOLVED: That the City Council hereby authorizes the display of the Pride Flag on the City flagpole located in front of City Hall on the weekend of October 7th through 9th, 2022 to commemorate LGBTQ History Month; and be it further

RESOLVED: Consistent with the Flag Policy, the Pride Flag shall remain displayed on the City flagpole located in front of City Hall on October 6th and 9th, 2022, due to City Hall closures on such dates; and be it further

RESOLVED: That the City Council hereby further authorizes the display of the Pride Flag on the City flagpole located in front of City Hall on October 11, 2022, to commemorate National Coming Out Day.

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on June 24, 2022, 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