

Tuesday, August 16, 2022, 7:00 P.M.

Tracy City Hall Chambers, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

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

THE CITY OF TRACY REMAINS UNDER A LOCAL EMERGENCY FOR COVID-19 AND IS NOW CONDUCTING TELECONFERENCE MEETINGS PURSUANT TO STATE LAW. TELECONFERENCED LOCATIONS MAY INCLUDE VARIOUS LOCATIONS INCLUDING TRACY CITY HALL. IN ACCORDANCE WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH GUIDELINES, UNIVERSAL MASKING IS RECOMMENDED FOR ALL PERSONS REGARDLESS OF VACCINATION STATUS AND SOCIAL DISTANCING PROTOCOLS WILL BE IN PLACE FOR TRACY CITY HALL.

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: 2553 224 0640** 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 25532240640#8722922#** Press *3 to raise the hand icon to speak on an item.
- *Protocols for commenting via WebEx:*
 - *If you wish to comment on the "Consent Calendar", "Items from the Audience/Public Comment" or "Regular Agenda" portions of the agenda:*
 - *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 “Regular Agenda” portions of the agenda will be accepted until the public comment for that item is closed.*

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

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 agenda 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. Employee of the Month

1. CONSENT CALENDAR

- 1.A. ADOPTION OF MAY 21, 2022 SPECIAL MEETING MINUTES, JULY 5, 2022, SPECIAL AND REGULAR MEETING MINUTES, JULY 12, 2022, SPECIAL MEETING MINUTES, AND AUGUST 2, 2022, SPECIAL MEETING MINUTES
- 1.B. ADOPT A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF TRACY AND HF&H CONSULTANTS, LLC TO PERFORM A SOLID WASTE RATE STUDY, INCREASING THE NOT TO EXCEED AMOUNT BY \$64,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$211,720
- 1.C. RECEIVE AN INFORMATIONAL REPORT REGARDING THE POLICE DEPARTMENT'S RESPONSE TO FIREWORKS COMPLAINTS AND OFFICIAL CITY EVENTS DURING THE JULY 4TH WEEKEND
- 1.D. WAIVE SECOND READING OF FULL TEXT AND ADOPT AN ORDINANCE APPROVING A REZONE OF THE PROPERTY LOCATED AT 205 W. 9th STREET, ASSESSOR'S PARCEL NUMBER 235-052-08, FROM MEDIUM DENSITY RESIDENTIAL ZONE TO CENTRAL BUSINESS DISTRICT ZONE. APPLICATION NUMBER R22-0001
- 1.E. ADOPT A RESOLUTION MAKING FINDINGS AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL AND ALL LEGISLATIVE BODIES OF THE CITY OF TRACY FOR THE PERIOD FROM AUGUST 17, 2022 THROUGH SEPTEMBER 16, 2022 PURSUANT TO THE BROWN ACT
- 1.F. ADOPT A RESOLUTION APPROVING A COMMUNITY SERVICE AGREEMENT WITH SAN JOAQUIN COUNTY TO RECEIVE A FUNDING ALLOCATION IN THE AMOUNT OF \$213,000 AND APPROPRIATION TO THE POLICE DEPARTMENT'S OPERATIONAL BUDGET TO SUPPORT THE HOMELESS OUTREACH "FAMILIAR FACES" PROGRAM
- 1.G. ADOPT A RESOLUTION AUTHORIZING THE ACCEPTANCE OF \$13,777 FROM THE 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR FUNDING EQUIPMENT, TECHNOLOGY, AND OTHER MATERIAL DIRECTLY RELATED TO BASIC LAW ENFORCEMENT FUNCTIONS, APPROVING THE APPROPRIATION TO THE POLICE DEPARTMENT BUDGET FOR FISCAL YEAR 22/23, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AWARD ACCEPTANCE
- 1.H. REJECT ALL BIDS FOR THE FIRE TRAINING TOWER APPARATUS AT NEI RESERVOIR, CIP 71109, AND AUTHORIZE STAFF TO RE-ADVERTISE THE PROJECT AFTER THE COMPLETION OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) REVIEW PROCESS FOR THE PROJECT SITE

- 1.I. ADOPT A RESOLUTION DECLARING "GENE BIRK PARK" AS THE NAME OF THE NEW TRACY HILLS 1B NEIGHBORHOOD PARK
- 1.J. AUTHORIZE APPLYING FOR AND ACCEPTING AN UP-TO-AMOUNT OF \$5,000,000 TO THE UNITED STATES BUREAU OF RECLAMATION WATER AND ENERGY EFFICIENCY GRANT TO INSTALL A CITY-WIDE ADVANCED METERING INFRASTRUCTURE AND METER CONVERSION PROJECT AND APPROPRIATING FUNDS FROM THE WATER ENTERPRISE FUND IN THE AMOUNT OF \$2,500,000 FOR COST SHARE OBLIGATION
- 1.K. ADOPT A RESOLUTION APPROVING A MASTER SERVICES AGREEMENT WITH AXON ENTERPRISE, INC. FOR A TOTAL NOT TO EXCEED AMOUNT OF \$75,000 AND A TERM OF FIVE YEARS FOR THE PURCHASE, INSTALLATION, AND MAINTENANCE OF CAMERA AND AUDIO EQUIPMENT AND CLOUD BASED EVIDENCE SYSTEM FOR THE POLICE DEPARTMENT'S INTERVIEW ROOMS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT
- 1.L. ADOPT A RESOLUTION APPROVING THE SUBMISSION OF A CLAIM TO THE SAN JOAQUIN COUNCIL OF GOVERNMENTS FOR STATE OF GOOD REPAIR PROGRAM FUNDS IN THE AMOUNT OF \$17,528 FOR THE FISCAL YEAR 2017-2018 PROJECT AND \$43,844 FOR THE FISCAL YEAR 2018-2019 PROJECT, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE CLAIM
- 1.M. ADOPT A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE MASTER PROFESSIONAL SERVICES AGREEMENT (MPSA) FOR PROFESSIONAL LAND DEVELOPMENT SERVICES WITH SNG AND ASSOCIATES, INC. FOR A NOT-TO-EXCEED AMOUNT OF \$500,000 AND EXTENDING THE TERM TO OCTOBER 31, 2022
- 1.N. RECEIVE AN INFORMATIONAL UPDATE REGARDING THE IMPLEMENTATION OF THE FISCAL YEAR 2021-2023 MULTI-YEAR AND SHORT-TERM CITY COUNCIL STRATEGIC PRIORITIES AND WORK PLAN
- 1.O. ADOPT A RESOLUTION AUTHORIZING 1) AMENDMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION PLANS AND MASTER SALARY SCHEDULE RELATING TO THE DIRECTOR OF HOUSING AND MOBILITY, ASSISTANT CITY ENGINEER, MARKETING COORDINATOR, SENIOR PROPERTY AND EVIDENCE TECHNICIAN, POLICE CAPTAIN, POLICE LIEUTENANT, 2) REALLOCATION OF A VACANT PROPERTY AND EVIDENCE TECHNICIAN TO A SENIOR PROPERTY AND EVIDENCE TECHNICIAN, EFFECTIVE FISCAL YEAR 2022-23, AND 3) CLERICAL AMENDMENTS TO THE MASTER SALARY SCHEDULE FOR THE ASSISTANT DIRECTOR OF OPERATIONS, ASSISTANT DIRECTOR OF UTILITIES, DIRECTOR OF PUBLIC WORKS AND DIRECTOR OF UTILITIES PREVIOUSLY APPROVED BY RESOLUTION 2022-076
- 1.P. RECOMMENDING THE ADOPTION OF A RESOLUTION 1) GRANTING AN EASEMENT FOR PUBLIC UTILITY PURPOSES TO PACIFIC GAS & ELECTRIC COMPANY ON CITY OWNED PROPERTY LOCATED AT 9251 WEST ARBOR AVENUE, AND 2) AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE GRANT DEED FOR SUCH EASEMENT

2. ITEMS FROM THE AUDIENCE

3. REGULAR AGENDA

- 3.A. STAFF RECOMMENDS THAT THE CITY COUNCIL INTRODUCE THE FOLLOWING TWO ORDINANCES TO COMPLY WITH THE JUDGMENT AND PEREMPTORY WRIT OF MANDATE IN *MITRACOS V. CITY OF TRACY, ET AL.*, SAN JOAQUIN COUNTY SUPERIOR COURT CASE NO. STK-CV-UWM-2018-5531: (1) AN ORDINANCE RESCINDING ORDINANCE 1253 APPROVING SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF TRACY AND SURLAND COMMUNITIES, LLC, AND (2) AN ORDINANCE RESCINDING SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF TRACY AND SURLAND COMMUNITIES, LLC.
- 3.B. 1) REJECT ALL BIDS FOR THE TEMPORARY EMERGENCY HOUSING PROJECT ON ARBOR AVENUE, SITE IMPROVEMENTS CONSTRUCTION PACKAGE 2, CIP 71112, AND 2) AUTHORIZE STAFF TO RE-ADVERTISE THE PROJECT, WITH MODIFICATIONS AS DEEMED NECESSARY BY THE CITY MANAGER
- 3.C. ADOPT A RESOLUTION AWARDING A SERVICE CONTRACT TO INNER CITY ACTION AS THE CITY'S OPERATOR FOR THE FUTURE TEMPORARY EMERGENCY HOUSING FACILITY, PURSUANT TO A COMPLETED REQUEST FOR PROPOSALS PROCESS, WITH AN INITIAL TERM OF TWO (2) YEARS, AND AN OPTION TO EXTEND, ADMINISTRATIVELY, FOR AN ADDITIONAL TWO (2) YEARS, AT A NOT-TO-EXCEED ANNUAL COST OF \$1.2 MILLION
- 3.D. ADOPT A RESOLUTION: (1) REAFFIRMING THE DECLARATION MADE BY RESOLUTION 2020-052 OF A SHELTER CRISIS IN THE CITY OF TRACY; (2) MAKING FINDINGS THAT A SIGNIFICANT NUMBER OF PERSONS ARE WITHOUT SHELTER, AND SUCH SITUATION HAS RESULTED IN A THREAT TO THE HEALTH AND SAFETY OF THOSE PERSONS; (3) DIRECTING THE CITY MANAGER TO TAKE IMMEDIATE AND EMERGENCY ACTIONS NECESSARY TO IMPLEMENT INTERIM HOUSING SOLUTIONS FOR TRACY'S UNSHELTERED UNTIL THE COMPLETION AND OPENING OF THE TEMPORARY EMERGENCY HOUSING FACILITY PLANNED AT 370 WEST ARBOR AVENUE, INCLUDING NEGOTIATING WITH POTENTIAL SERVICE PROVIDERS AND IDENTIFYING POTENTIAL SITES FOR SUCH INTERIM HOUSING SOLUTIONS; AND (4) WAIVING THE REQUIREMENT TO CONDUCT REQUEST FOR PROPOSAL PROCESSES PURSUANT TO SECTION 2.20.140(b)(6) OF THE TRACY MUNICIPAL CODE
- 3.E. ADOPT A RESOLUTION (1) AWARDING A PUBLIC WORKS CONTRACT TO TRACY GRADING AND PAVING, INC. FOR THE EL PESCADERO PARK SOUND WALL EXTENSION PROJECT CIP 71116, WITH A NOT TO EXCEED AMOUNT OF \$543,080; (2) AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO \$44,840; AND (3) AUTHORIZING A BUDGET AUGMENTATION IN THE AMOUNT OF \$372,000 FROM GENERAL FUND-CAPITAL RESERVES TO CIP 71116

- 3.F. ADOPT A RESOLUTION DESIGNATING A VOTING DELEGATE AND UP TO TWO ALTERNATE VOTING DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES 2022 ANNUAL CONFERENCE BUSINESS MEETING AND DETERMINE CITY COUNCIL'S POSITION ON THE RESOLUTIONS TO BE CONSIDERED AT THE ANNUAL CONFERENCE BUSINESS MEETING
- 3.G. APPROVE BY MOTION OUT-OF-STATE TRAVEL FOR CITY COUNCIL MEMBERS TO MIAMI, FLORIDA FOR 2022 RAIL VOLUTION CONFERENCE PURSUANT TO CITY COUNCIL TRAVEL POLICY
- 3.H. APPOINT RENU MILES TO THE SAN JOAQUIN COUNTY MOSQUITO ABATEMENT DISTRICT BOARD TO SERVE THE REMAINDER OF THE VACATED TERM BEGINNING AUGUST 17, 2022 AND ENDING JUNE 30, 2024
- 4. ITEMS FROM THE AUDIENCE
- 5. STAFF ITEMS
- 6. COUNCIL ITEMS
- 7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

May 21, 2022, 8:30 a.m.

Grand Theatre Center for the Arts, 715 Central Ave, Tracy, CA.

1. The meeting was called to order at 9:00 a.m.
2. Roll call found Council Members Arriola, Davis, Mayor Pro Tem Vargas and Mayor Young present. Council Member Bedolla absent.
3. ITEMS FROM THE AUDIENCE – There was no public comment.
4. WORKSHOP Objectives:
 - Team building and understanding individual motivations and priorities
 - Establishing Council agreement on norms for working together and working with staff on behalf of the community
 - Clarifying roles
 - Defining success

Bill Stark, and Tim Fenbert, Senior Facilitators from LeaderGov facilitated the workshop.

Michael Rogers, City Manager and Bijal Patel, City Attorney were also in attendance.

City Council discussed the following topics.

DISC assessment results, building relationships, improving communication.

Received training on how trust is key to relationships.

Discussed improving project communication by considering developing a project report template, increasing details in reports and communication, and seeking additional historical background on projects.

Discussed improving Council meeting processes and procedures.

Discussed Strategic Goals achievements including goal prioritization based on the City's priorities, ensuring clarity on key priorities, providing quarterly Strategic Priority updates, securing outside subject matter experts when needed, and responsiveness to Council requests.

Next steps discussed were to continue to grow and improve including resetting Strategic Priorities, implementing technology platforms to aid tracking goals, "Team Building" trainings to improve relationships, consider work-sessions for project discussion/update, and consider Town Halls to better connect the community with the City's Strategic Goals.

There was no action taken on the items.

5. ADJOURNMENT: Time: 3:30 p.m.

The agenda was posted at City Hall on May 19, 2022. The above are action minutes.

ATTEST:

Mayor

City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

July 5, 2022, 6:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy

1. Mayor Young called the meeting to order at 6:02 p.m.
2. Roll Call found Council Member Arriola, Mayor Pro Tem Vargas and Mayor Young present. Council Member Bedolla arrived at 6:04 p.m. and Council Member Davis arrived at 6:28 p.m.
3. ITEMS FROM THE AUDIENCE – There was no public comment.
4. ADOPT A RESOLUTION: 1) ORDERING THE CITY CLERK TO SUBMIT A MEASURE TO THE CITY OF TRACY VOTERS AT THE NOVEMBER 8, 2022, GENERAL MUNICIPAL ELECTION, AN ORDINANCE REPEALING AND REPLACING, IN ITS ENTIRETY, CHAPTER 6.04 (BUSINESS TAXES) OF THE TRACY MUNICIPAL CODE, AND, IF APPROVED BY THE CITY COUNCIL, 2) AUTHORIZING THE SUBMISSION OF AN ARGUMENT ON BEHALF OF THE CITY COUNCIL WITH DESIGNATED AUTHOR(S) AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE BUSINESS TAXES MEASURE ON THE NOVEMBER 2022 BALLOT

Karin Schnaider, Director of Finance; Sara Cowell, Accounting Manager and Jennifer Rindahl representative from Lew Edwards Group presented the staff report.

Robert Sarvey shared concerns about late notification, legality of the special meeting and not being able to comment online. Regarding taxes, a small business should be considered at \$500,000 to a million in gross receipts. Developers have not fixed roads, specifically Corral Hollow Rd. The proposed tax increase is unsustainable and now is not the time to discuss raising taxes on retail businesses especially small businesses.

Mary Mitracos shared that she was not aware of any workshops that were held for this item, was shocked to find as a sole proprietor with no employees her business tax was going to triple, with the new worksheet, it would be most likely at a base of \$50 and urged the City to publicize that more. Ms. Mitracos shared Mr. Sarvey's sentiments and asked that the small business limit be increased to at least \$500,000.

Roger Birdsall shared his concerns regarding the increase in tax stating this is a business license that has turned into a progressive tax that makes no sense. Five years ago, there was a windfall from e-commerce and sales taxes were not increased. Mr. Birdsall asked Council to think twice and not to put it in the hands of voters when they do not have anything invested in it.

Council questions and comments followed. Council Member Bedolla proposed that the threshold amount be changed from \$200,000 in gross receipts to \$500,000 in gross receipts. Council Member Arriola supported the proposal.

Council Member Arriola proposed minimum fees be reduced from \$100 to \$50 and what constitutes a small, medium, and large business and with the intent of reducing taxes on small businesses, looking at that threshold of \$200,000 gross receipts. When defining a small business, the assessment also be made at \$350,000 and \$500,000 and requested staff to model that out. Council Member Bedolla supported the proposal.

5. COUNCIL ITEMS AND COMMENTS – Mayor Young announced that a special meeting to continue this item will take place on Tuesday, July 12, 2022 at 6:00 p.m.
6. ADJOURNMENT: Time: 7:32 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 July 1, 2022. The above are action minutes.

ATTEST:

Mayor

City Clerk

July 5, 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 7:42 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.

Pastor Josh Stone, Journey Christian Church offered the invocation.

Michael Rogers, City Manager presented the Employee of the Month Award for July to Alex Kellogg, Public Works Department.

Mayor Young presented a Proclamation for Parks and Recreation Month to Todd Lieberg, Chair for the Parks and Community Services Commission.

1. CONSENT CALENDAR – 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 ADOPTION OF JUNE 21, 2022, AND JUNE 24, 2022, SPECIAL MEETING MINUTES – **Minutes were adopted.**
 - 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 JULY 5, 2022 THROUGH AUGUST 4, 2022 PURSUANT TO THE BROWN ACT – **Resolution 2022-091** made the findings and authorized remote teleconference meetings.
 - 1.C WAIVE SECOND READING OF FULL TEXT AND ADOPT 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 – **Ordinance 1328 was adopted.**
 - 1.D ADOPT A RESOLUTION TO AWARD A CONSTRUCTION CONTRACT TO TRACY GRADING AND PAVING, INC., IN THE AMOUNT OF \$897,672 FOR THE PAVEMENT REHABILITATION PROJECT FY 21-22 CIP 73183, WITH A NOT-TO-EXCEED BUDGET OF \$1,037,323 AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGE ORDERS, IF NECESSARY, FOR UP-TO A CONTINGENCY AMOUNT OF \$89,767 – **Resolution 2022-092** awarded a Construction Contract to Tracy Grading and Paving, Inc.

- 1.E APPROVE AMENDMENT NO.1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. TO AMEND THE SCOPE FOR THE CITYWIDE ROAD AND TRANSPORTATION AND BIKEWAYS MASTER PLAN UPDATE CIP 73173 & CIP 78171, AND INCREASE THE COMPENSATION BY AN ADDITIONAL \$136,900, FOR A TOTAL CONTRACT AMOUNT OF \$748,485 – **Resolution 2022-093** approved Amendment No. 1 to the Professional Services Agreement with Kimley-Horn and Associates, Inc.
- 1.F ADOPT A RESOLUTION 1) AMENDING THE FISCAL YEAR 2022-23 ALLOCATION AMOUNTS APPROVED IN RESOLUTION NO. 2022-036, AS FOLLOWS: A) REDUCE THE COMMUNITY DEVELOPMENT BLOCK GRANT AWARDS FROM \$498,077 TO \$495,584, AND B) INCREASE THE HOME INVESTMENT PARTNERSHIPS PROGRAM AWARDS FROM \$163,461 TO \$180,173, WITH ADJUSTMENTS TO THE SUB-RECIPIENT AWARDS OF BOTH PROGRAMS TO REFLECT THE FINAL FORMULA ALLOCATIONS DETERMINED BY THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE FUNDING AGREEMENTS WITH SUB-RECIPIENTS OF BOTH PROGRAMS– **Resolution 2022-094** amended the Fiscal Year 2022-23 allocation amount, reduced the CDBG awards amounts, and increased the Home Investment Partnerships Program Awards to the sub-recipient awards of both programs.
- 1.G ADOPT A RESOLUTION AUTHORIZING THE SUBMISSION OF CALL4ANIMALS GRANT APPLICATION FOR THE PROJECTED AMOUNT OF \$19,650 TO FUND SPAYING AND NEUTERING, RABIES VACCINATIONS, AND IDENTIFICATION TAGS FOR ANIMALS OF THE UNSHELTERED POPULATION AND AUTHORIZING ACCEPTANCE OF THE GRANT, IF AWARDED– **Resolution 2022-095** adopted the submission of Call4Animals Grant Application.
- 1.H ADOPT A RESOLUTION APPROVING A GENERAL SERVICES AGREEMENT WITH NAMAN TRUCKING, INC. FOR THE LOADING, HAULING, AND DISPOSAL OF SLUDGE AT THE CITY OF TRACY'S JOHN JONES WATER TREATMENT PLANT FOR A NOT TO EXCEED AMOUNT OF \$166,532 FOR A TERM OF ONE YEAR– **Resolution 2022-096** Approved a General Services Agreement with Naman Trucking, Inc.
- 1.I ADOPT A RESOLUTION APPROVING A GENERAL SERVICES AGREEMENT WITH JIM BRISCO ENTERPRISES, INC. FOR THE LOADING, HAULING, AND DISPOSAL OF WASTEWATER TREATMENT BIOSOLIDS FOR A NOT TO EXCEED AMOUNT OF \$148,700 FOR A TERM OF ONE YEAR– **Resolution 2022-097** approved a General Services Agreement with Jim Brisco Enterprises, Inc.
- 1.J APPROVE A PROCUREMENT AGREEMENT WITH SPRUNG INSTANT STRUCTURES, INC., FOR THE PURCHASE OF A SIXTY (60) FOOT WIDE BY ONE HUNDRED FIVE (105) FOOT LONG, HIGH TENSION MEMBRANE STRUCTURE TO BE INSTALLED AS PART OF THE SITE IMPROVEMENTS AT THE TEMPORARY EMERGENCY HOUSING PROJECT, CIP 71112, AT 370

W. ARBOR AVENUE, FOR A NOT-TO-EXCEED AMOUNT OF \$451,786 –
Resolution 2022-098 approved a Procurement Agreement with Sprung Instant Structures, Inc.

- 1.K APPROVE A PROCUREMENT AGREEMENT WITH LINKED EQUIPMENT, LLC FOR THE PURCHASE OF PRE-MANUFACTURED RESTROOM, SHOWER, LAUNDRY, STORAGE AND MECHANICAL BUILDING STRUCTURES IN THE AMOUNT OF \$550,000 TO BE INSTALLED AS PART OF THE SITE IMPROVEMENTS AT THE TEMPORARY EMERGENCY HOUSING PROJECT, CIP 71112, AT 370 W. ARBOR AVENUE– **Resolution 2022-099** approved a Procurement Agreement with Linked Equipment, LLC.
2. ITEMS FROM THE AUDIENCE – Robert Tanner spoke about the success of the July 4 parade, shared his concerns about fireworks and stated the City needs to eliminate illegal fireworks.

Dan Evans requested Council agendaize his previous proposal for a blue line flag to be flown annually in January for Law Enforcement Appreciation Day. Mr. Evans shared concerns regarding homeless tents at Plascencia Park stating there are four encampments in Tracy - El Pescadero Park, drainage basin south of 11th St overpass, one north of I-205 and now Plascencia Fields, and other various tents. Boise case allows sleeping only, not littering, gas generators, fires, open drug abuse and doesn't allow violence. Concerned this will be the legacy of Tracy Leadership Team.

Alice English spoke about the July 4 parade and the great turn out, thanked the following: TCCA for putting the parade together, the Lions Club for having pancake breakfast at Lincoln Park, and Police for their efforts on July 4.

William Muetzenberg expressed support for ensuring those largest businesses are paying their fair share to get the services the City needs. Five million is a lot of money the City can benefit from for infrastructure investments such as sidewalks and streets. Suggested seeing in the past where fireworks have been shot up and if it is a consistent pattern have law enforcement go to those neighborhoods.

3. REGULAR AGENDA

- 3.A CONDUCT A PUBLIC HEARING AND TAKE THE FOLLOWING ACTIONS: 1) INTRODUCE AND WAIVE THE FULL READING OF AN ORDINANCE APPROVING A REZONE FROM MEDIUM DENSITY RESIDENTIAL ZONE TO CENTRAL BUSINESS DISTRICT ZONE, APPLICATION NUMBER R22-0001, AND 2) ADOPT A RESOLUTION APPROVING A DEVELOPMENT REVIEW PERMIT FOR EXTERIOR MODIFICATIONS WITH A 317 SQ. FT. ADDITION TO AN EXISTING BUILDING LOCATED AT 205 W. 9TH STREET, APPLICATION NUMBER D22-0008.

Mayor Young opened the public hearing.

Kenny Lipich, Associate Planner provided the staff report.

Al Gali, Associate Engineer; Scott Claar, Senior Planner and Kris Balaji, Development Services Director responded to Council questions.

Gurpreet Dhaliwal, applicant provided information regarding his application for rezone, spoke about sewer lateral issues, and responded to Council's questions.

Gurtej Atwal stated the project is a General Plan designation in downtown which allows medical office use and did not see why the applicant had to spend time to apply for this. There is a discrepancy between the existing Zoning District Map and the General Plan Map. Need to encourage small businesses and the City should do something about the ADA compliance.

Raj Singh stated Tracy needs to be a small business friendly city and it is the City's responsibility to provide certain level of infrastructure so more businesses can come to the City so they can plug and play. Residential is growing rapidly but business is not and need to bring more businesses to Tracy so people spend more time here.

Robert Tanner stated the building has been empty for a long time and was surprised it wasn't listed as a commercial unit when used by the County as a medical center. The City needs the medical center, should allow the expansion to happen, not make new conditions at this time and supported approving the new business as requested.

Alice English stated she heard the applicant at the Planning Commission meeting share his vision for his business in Tracy, but Tracy is making it difficult, and was relieved that some of the conditions were taken off. Restriping should have been done a long time ago, why burden the applicant with the cost of the sewer lateral, and the City should do the ADA and sewer lateral.

Council questions and comments followed.

Mayor Young closed the public hearing.

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

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Vargas to waive the reading of the full text and introduce an **Ordinance** approving a rezone of the property located at 205 W. 9th Street, Assessor's Parcel Number 235-052-08, from Medium Density Residential Zone to Central Business District Zone – Application Number R22-0001. Roll call found all in favor; passed and so ordered.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Vargas to adopt **Resolution 2022-100** approving a Development Review Permit for exterior modifications with a 317 square foot addition to an existing building located at 205 W. 9th Street – Application Number D22-0008. Roll call found all in favor; passed and so ordered.

3.B CONDUCT A PUBLIC HEARING, AND UPON CONCLUSION, ADOPT A RESOLUTION AFFIRMING THE APPEAL OF THE PLANNING COMMISSION'S DECISION TO REVOKE A CONDITIONAL USE PERMIT (CUP14-0003) PREVIOUSLY GRANTED TO LEIA'S NIGHTCLUB, LOCATED AT 2706 PAVILION PARKWAY, UNIT 101, FOR AN EATING AND/OR DRINKING ESTABLISHMENT THAT SERVES ALCOHOL AND PROVIDES ENTERTAINMENT AFTER 11:00 P.M.

Mayor Young opened the public hearing.

Kimberly Matlock, Associate Planner provided the staff report.

Alex Neicu, Police Captain responded to Council questions.

Dennis Miller, appellant stated he was in the process of selling Leia's, there has never been a citation or investigation on underage drinking and is not looking for a CUP for reopening Leia's but wanted a CUP back for the new business. Assaults did escalate during COVID. Mr. Miller responded to Council questions.

Robert Tanner stated the location had previous issues and incidents made it to the Police Reports. If they are trying to sell place, let them sell it without the CUP and let new owners decide what they want to do. Revoking CUP should not prevent the sale of the business.

William Muetzenberg stated nightlife is available in Tracy and a big concern is drinking and driving and DUI's and suggested when considering future locations of nightclubs and bars the City looks at walkability and accessibility outside of automobiles to avoid as much drinking and driving as possible.

Council questions and comments followed.

Mayor Young closed the public hearing.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to adopt **Resolution 2022-101** affirming the Planning Commission's decision to revoke a Conditional Use Permit (CUP14-0003) previously granted to Leia's Nightclub, located at 2706 Pavilion Parkway, Unit 101, for an eating and/or drinking establishment that serves alcohol and provides entertainment after 11:00 p.m. Roll call found all in favor; passed and so ordered.

3.C CONDUCT A PUBLIC HEARING AND UPON THE CONCLUSION ADOPT RESOLUTIONS: (1) APPROVING THE ENGINEER'S REPORT REGARDING THE PROPOSED LEVY AND COLLECTION OF ASSESSMENTS FOR THE TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 FOR FISCAL YEAR 2022/2023 AND DIRECT THE FINANCE DIRECTOR TO MAKE APPROPRIATE BUDGET

ADJUSTMENTS TO REFLECT THE 2022/2023 ENGINEER'S REPORT;
AND (2) ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS
WITHIN THE TRACY CONSOLIDATED LANDSCAPE MAINTENANCE
DISTRICT FOR FISCAL YEAR 2022/2023

Mayor Young opened the public hearing.

Robin Kloepfer, Management Analyst provided the staff report.

Karin Schnaider, Finance Director and Brian MacDonald, Parks and Recreation Director responded to Council questions.

Damian Gray asked about LMD districts and if Cabrillo Park was in the LMD area.

William Muetzenberg asked how long do LMD's last, do they eventually become part of the General Plan service areas, do they ever expire, and asked if this is part of funding buckets for sidewalk maintenance.

Council questions and comments followed.

Mayor Young closed the public hearing.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Bedolla to adopt **Resolution 2022-102** approving the Engineer's Report regarding the proposed levy and collection of assessments for the Tracy Consolidated Landscape Maintenance District pursuant to the Landscaping and Lighting Act of 1972 for Fiscal Year 2022/2023 and direct the Finance Director to make appropriate budget adjustments to reflect the 2022/2023 Engineer's Report. Roll call found all in favor; passed and so ordered. 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.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Bedolla to adopt **Resolution 2022-103** ordering the levy and collection of assessments within the Tracy Consolidated Landscape Maintenance District for Fiscal Year 2022/2023. Roll call found all in favor; passed and so ordered. 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.

3.D CONDUCT A PUBLIC HEARING AND UPON THE CONCLUSION ADOPT
A RESOLUTION ACCEPTING THE CITY OF TRACY'S 2022 PUBLIC
HEALTH GOALS TRIENNIAL REPORT ON DRINKING WATER AS
REQUIRED BY THE CALIFORNIA HEALTH AND SAFETY CODE
SECTION 116470(b)

Mayor Young opened the public hearing.

Kul Sharma, Utilities Director provided the staff report and responded to questions.

Jasmine Guzman shared information regarding other safer water technique services. There may be other opportunities that Council can keep their options open, and suggested making drinking waters available, water systems and to review and incorporate additional or innovative ways to educate persons. Need clear communication.

William Muetzenberg stated it is important to focus on water safety and asked if Tracy, in the case that the EPA regulations, may not qualify any more, will still try to follow those regulations and do State regulations exceed Federal EPA standards and asked about following standards.

Council questions and comments followed.

Mayor Young closed the public hearing.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Davis to adopt **Resolution 2022-104** accepting the City of Tracy's 2022 Public Health Goals Triennial Report on drinking water as required by the California Health and Safety Code Section 116470(b). Roll call found all in favor; passed and so ordered.

3.E ADOPT A RESOLUTION DECLARING EL PESCADERO PARK AS THE SITE LOCATION FOR THE MULTI-GENERATIONAL RECREATION CENTER AND RECEIVE AN INFORMATIONAL REPORT REGARDING COMMUNITY OUTREACH, THE SITE SELECTION PROCESS, IMPROVEMENTS TO EL PESCADERO PARK, AND THE CONCEPTUAL DESIGN OF THE MULTI-GENERATIONAL RECREATION CENTER

Richard Joaquin, Parks Planning and Development Manager provided the staff report.

Arash Izadi, Director of Sport and Recreation with LPA and Matthew Porreca, Design Director with LPA provided the presentation.

Lorena Ibarra, part of North School community stated they were informed at a meeting by the City about the possibility to build a multi-functional park at El Pescadero Park which was great news to their community and shared issues with the homeless living in the park. Signatures were collected in support of the project at El Pescadero Park. Ms. Ibarra shared the positives of giving the park back to the community.

Sofia, a member of North Community shared support for the multi-functional park. Community Center will benefit people, provide activities and hoped Council choses El Pescadero Park for the future which is their kids.

Jennifer Owens stated this is something positive for neighborhood and hoped Council considers El Pescadero for the project.

Damian Gray from Cabrillo Park neighborhood shared support for a Rec Center at El Pescadero which would benefit for the North side of town. Ms. Gray hoped new ordinances will be put in place, what has happened in El Pescadero Park will not happen to other parks and hoped Council would consider having it built at El Pescadero Park.

Robert Tanner spoke about renovation investment to revitalize the park is between \$5 and \$10 million, seems the City will be getting a Multi Gen before Aquatic Center which is a real shame, would like to see total cost of structure and park renovation and asked once the temporary housing is up for the homeless what is going to happen, where do they go and what is temporary housing time period.

William Muetzenberg shared support for the Multi Gen at El Pescadero Park and stated he would love to see a skate park as part of Multi Gen, gymnasium, walking or nature trails on the roof of Multi Gen, more natural vegetation that is sustainable and help to reduce costs.

Council questions and comments followed.

ACTION: Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to adopt **Resolution 2022-105** declaring El Pescadero Park as the site location for the Multi-Generational Recreation Center. Roll call found all in favor; passed and so ordered.

4. ITEMS FROM THE AUDIENCE – Adrienne Richardson, City Clerk announced there was an email received from Pat Howell sharing concerns about the July 4th fireworks and Tracy not being a safe place.

Karen Moore spoke about the sewer lateral and the EPA getting involved and changing ordinances, sewer mains can become damaged or defective making storm and ground water seep into these pipes, too much of this water will cause sanitary sewer to overflow onto our streets. Many cities subsidized the cost of replacing sewer laterals so there is a funding mechanism the City needs to look into.

5. STAFF ITEMS – Michael Rogers, City Manager reminded everyone that fireworks are illegal in Tracy and encouraged folks to report any fireworks activity to the Tracy Police Department non-emergency line which is 209-831-6550.

Mr. Rogers invited everyone to the 80's block party on Friday night (July 8) at Central and 6th Street from 6:00 p.m. to 9:00 p.m.

6. COUNCIL ITEMS – Council Member Arriola acknowledged concern with fireworks, asked about a report from Police, wanted to evaluate the new policy in place relating to the prosecution of homeowners to see if changes need to be made, and educate the community about what repercussions, fines and effective changes because of that policy. Council Member Arriola asked to look into any viability of a drone show. Mayor Pro Tem Vargas supported both requests.

Council Member Davis thanked Tracy Little League for inviting her to throw out the first pitch and announced the following events she attended: Enjoyed first movie night,

attended 10th annual Explorer Competition at Kimball High – watched the explorers do real world law enforcement scenarios, young adults were super disciplined in their roles and was encouraged with what law enforcement looks like tomorrow. Thanked Sergeant Ysyt and Chief Millington for letting her tag along that day. Attended the July 4th parade and thanked TCCA for stepping up and organizing the parade and shared highlights. Thanked Breakfast Lions for the pancake breakfast. Enjoyed fireworks display at Kimball. Thanked the Police Department for the show of force over 4th of July holiday. Asked again about what the City is doing to address the illegal dumping and abandoned vehicles. Just reported an RV by the church on Valpico and received complaints about more RV's further down the way. Council Member Davis confirmed she is asking for conversation because she wants to know how the City can be more proactive whether policy, or increase in penalties. Mayor Pro Tem Vargas stated she was willing to support the request as long as it is policy driven and have solutions policy wise. Council Member Davis suggested inviting someone from the County as some of the areas we share with the County.

Council Member Davis asked about a situation with Motel 6. Are there any steps we are taking to address some of the issues that happened at that motel. Learned that there were many people living in rooms that are not registered and lots of criminal activity there. Does Council have the right as a legislative body to do anything about what we learned that day. Historically Motel 6 has a lot of issues. Council Member Bedolla supported the conversation.

Mayor Young asked if it would be a conversation or a memo legally.

Council Member Davis clarified she would like to know what the City's authority is. Council just had a conversation with a person who had homicides and illegal activity over the years and we revoked his CUP. In this case criminal activity has taken place, there were people arrested, drugs and guns found and the motel has a history of criminal activity. What can we do to help mitigate those activities that are taking place at that motel.

Bijal Patel, City Attorney responded this is an owner that has property rights and probably a planning permit or entitlement to accompany that. We need to understand what Code Enforcement has already done. Perhaps a summary of Code Enforcement inspections or citations or anything else that may have occurred. That would be the extent of the discussion.

Council Member Bedolla stated he supported Council Member Davis's request whether it is a memo or conversation.

Council Member Davis responded she would like to start with a memo but there needs to be more done to address people living in unregistered rooms or maybe there is something that is being done to deter this motel from continuing those kinds of behaviors that we know are illegal, elicit or creating nuisance behaviors or unsafe conditions for this community.

Mayor Young stated if it is brought back to make sure it is something that is policy driven, and does not want it to be something that spirals out and a lot of people come to talk about how bad Motel 6 is. Want to make sure it falls within our parameters of doing something.

Council Member Bedolla stated the 4th of July parade and alternatives were great and was looking for all stakeholders involved – the City, Tracy Lions Club, Downtown Tracy TCCA and Tracy Chamber, whether as a committee to meet as soon as possible and start the planning efforts now. Council Member Davis supported the request.

Mayor Pro Tem Vargas stated Council became members of the National League of Cities which is similar to League of California Cities, however, if Council wants to participate an item needs to be agendaized and ask for permission to travel. There is a conference in October for housing and mobility which she sent to the City Manager requesting travel that she would like to attend. Mayor Pro Tem Vargas confirmed the request is to agendaize amending the policy to allow Council to travel to the agency that they signed up for membership like National League of Cities and other conferences as we need to travel out of state. Council Member Davis seconded the request.

Ms. Patel responded staff would have to bring back for an amendment to the travel policy. City Clerk may have mentioned in previous meeting we were considering a more wholesale set of amendments or adjustments to Council rules later in the year.

Mayor Pro Tem Vargas responded she would rather the policy be brought back sooner than later in the year and also requested permission to travel in October.

Ms. Patel clarified that there are two requests that Mayor Pro Tem Vargas is asking. One is potential amendment to travel policy and the other is approval to the specific travel. Council Member Davis seconded the request.

Mayor Pro Tem Vargas congratulated Tracy Elevate who went to a tournament in Reno last month and came second on their league.

Mayor Young congratulated a student from West High who got two first places in the hurdles in the Reno tournament. Mayor Young thanked the following: Tracy Chamber for 4th of July event, TCCA for taking over the parade, Tracy Chamber for doing the hot air balloon event and Breakfast Lions. Mayor Young stated Tracy Chamber runs on skeleton crew and thanked the ladies who helped coordinate the fireworks at Kimball High and the landowners across the street who had to sign off specifically Mike Sandhu whose property was where the fireworks was shot off from. Mayor Young requested the design standards to bring back. Mayor Pro Tem Vargas supported the request. Mayor Young announced the July 19, 2022 and August 2, 2022 regular Council meetings have been cancelled, August 2 will be the national night out and announced various events: block parties, movies on the park, Tuesday, July 12 – Special meeting at 6:00 p.m. Mayor Young made family announcements.

7. ADJOURNMENT – Time: 12:34 a.m. Wednesday, July 6, 2022

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 above agenda was posted at the Tracy City Hall on June 30, 2022. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

July 12, 2022, 6:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy, CA.

1. Mayor Pro Tem Vargas called the meeting to order at 6:00 p.m.
2. Roll Call found Council Members Arriola, Bedolla, Davis, Mayor Pro Tem Vargas and Mayor Young present. Mayor Young participated via Webex.
3. ITEMS FROM THE AUDIENCE – None
4. ADOPT A RESOLUTION: 1) ORDERING THE CITY CLERK TO SUBMIT A MEASURE TO THE CITY OF TRACY VOTERS AT THE NOVEMBER 8, 2022, GENERAL MUNICIPAL ELECTION, AN ORDINANCE REPEALING AND REPLACING, IN ITS ENTIRETY, CHAPTER 6.04 (BUSINESS TAXES) OF THE TRACY MUNICIPAL CODE, AND, IF APPROVED BY THE CITY COUNCIL, 2) AUTHORIZING THE SUBMISSION OF AN ARGUMENT ON BEHALF OF THE CITY COUNCIL WITH DESIGNATED AUTHOR(S) AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE BUSINESS TAXES MEASURE ON THE NOVEMBER 2022 BALLOT

Adrienne Richardson, City Clerk announced that there was a clerical error on the agenda cover. Where it refers to an ordinance repealing and replacing, it should have been ballot measure repealing and replacing.

Karin Schnaider, Director of Finance provided the staff report and responded to questions.

Karen Moore asked if this measure takes away the cannabis measure and noticed during the pandemic a lot of businesses have switched to cash only. The collection and auditing of this seems more difficult when you rely on cash only business.

Mary Mitracos stated the limit should be set at \$500,000 if Council wants to help small businesses. If there are 1,000 businesses that fall between \$200,000 and \$500,000, the City should give them a break.

Robert Tanner asked if a business has already paid business tax for this year, and if the measure passes, do they wait another year and stated he talked to 12 different businesses, and they were pushing for \$500,000. Mr. Tanner referred to a comment made by Council Member Arriola at the last meeting about potential lawsuit with big box, and doing on backs of small business. Council should go for \$500,000 threshold.

Council Member Arriola objected to a characterization made by Mr. Tanner.

Cliff Hudson recommended a \$500,000 threshold, businesses are getting bigger and bringing home more money, and was glad only looking at revenue that is generated in Tracy. Mr. Hudson cautioned about a 8.6% inflation rate and now may not be the time to

be talking about increase. Tracy is supposed to be business friendly so while asking more revenue from bigger businesses, let's make sure we don't alienate bigger businesses.

Jermain Clark asked if non-profits would be exempt.

William Muetzenberg supported the business tax change stating it will benefit the City to have revenue to pay for services and infrastructure, advocated for \$350,000 level and shared concerns regarding trucks from larger businesses causing wear and tear on streets and highways.

Council questions and comments followed.

Council Members Bedolla, Davis and Mayor Pro Tem Young supported business taxes including a flat rate of \$50 for the first \$500,000 (Resolution #3), and Council Member Arriola and Mayor Young supported \$350,000 or \$500,000 (Resolutions #2 or #3).

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Davis to adopt Resolution #3 (Resolution 2022-106) which reflects that Business Taxes include a flat rate of \$50 for the first \$500,000 and ordering the City Clerk to submit to the City of Tracy voters at the November 8, 2022, General Municipal Election a ballot measure repealing and replacing, in its entirety, Chapter 6.04 (Business Taxes) of the Tracy Municipal Code and authorizing the submission of an argument on behalf of the City Council with designated authors and directing the City Attorney to prepare an impartial analysis of the Ballot Measure on the November 8, 2022 General Election Ballot. Roll call found all in favor; passed and so ordered.

Council Member Davis recommended Council Member Arriola and Mayor Pro Tem Vargas as designated authors of the argument since they are on the ad hoc committee. Council Member Arriola seconded the recommendation. Roll call found all in favor; passed and so ordered.

5. **COUNCIL ITEMS AND COMMENTS** – Council Member Bedolla stated the contract had been awarded for road repairs and asked if staff has an estimated construction start date for Tracy Blvd and Valpico.

Michael Rogers, City Manager responded it would be soon as we need to allow contractor to mobilize and get equipment in to get the works done. It is up to the contractor to determine how they do that work.

Mayor Pro Tem Vargas stated City organized sports teams who paid for a permit to rent a facility in a park (football team) have had conflicts with unhoused folks in the park. They are permitted use, rented facility and who do they contact to arbitrate with disputes between children's sports team and unhoused people in the park that are there to settle for the night.

Midori Lichtwardt, Assistant City Manager responded to forward to Brian MacDonald, Parks and Recreation Director who will filter down to facility attendants. There should also be a number on the permit.

Mayor Pro Tem Vargas stated it was brought to her attention by a downtown business owner who was upset a tree was cut down in front of their restaurant. A branch was broken. Third tree on 10th Street. The notice as to why the tree was cut down is because the tree was competing for water with another tree and had submitted approximately 10 Gov Outreach requests to help that tree to be pruned and watered. Mayor Pro Tem Vargas hoped the City is not cutting trees to avoid maintenance and spoke about other trees being cut down by the new clock and requested more information and at next meeting can public be informed as to why the trees will be cut down. Mayor Pro Tem Vargas requested to agendaize an item to investigate how we can create an advisory committee or citizens committee for trees and landscaping. Council Member Bedolla supported the request.

6. ADJOURNMENT – Time: 7:16 p.m.

ACTION: Motion was made by Council Member Arriola 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 July 9, 2022. The above are action minutes.

ATTEST:

Mayor

City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

August 2, 2022, 4:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy, CA.

1. Mayor Young called the meeting to order at 4:05 p.m.
2. Roll call found Council Members Arriola, Davis, Mayor Pro Tem Vargas and Mayor Young present. Council Member Arriola participated via Webex. Council Member Bedolla arrived at 4:11 p.m.
3. ITEMS FROM THE AUDIENCE – Andrea Brown demanded Council remove the homeless encampment established at El Pescadero Park immediately before the first day of school to ensure that Council has children’s safety as a top priority, and shared her frustration regarding not being able to use the once productive park, procrastination and excuses by Council and how the residents of the community are suffering.

Mayor Young disagreed with the mischaracterization.

Jacob Lopez asked when there is a situation at El Pescadero Park who will be made responsible for allowing the encampment to stay there. Mr. Lopez shared previous comments made by Council Member Arriola regarding prioritizing public safety and stated he has not seen any solutions to these growing problems, and shared experiences at the park.

Robert Tanner agreed with prior speakers and spoke about a protest outside City Hall regarding El Pescadero Park and a Police Officer stating once the shelter is full the homeless have the right to go back to a park. Mr. Tanner shared concerns regarding poor road conditions on Tracy Blvd near the hospital between Eaton and Lowell.

William Muetzenberg commented on infrastructure, was excited about the new ballot initiative that will raise revenue for infrastructure investments, need to recognize some vehicles cause more damage than others, advocated investing in bike master plan for safe seamless bike lanes. The Multi-Gen is a great opportunity to invest in the neighborhood at El Pescadero Park with roof top garden and walkway.

Council comments and questions followed.

Michael Rogers responded to Council questions regarding bringing back information on infrastructure and investments and stating there will be a more robust discussion and presentation about the City’s road infrastructure specifically Paving Condition Index and appropriate strategy for maintenance of the roads.

4. CONSENT ITEMS – Motion was made by Mayor Pro Tem Vargas and seconded by Council Member Davis to adopt the Consent Items. Roll call found all in favor; passed and so ordered.
 - 4.A ADOPT A RESOLUTION MAKING FINDINGS AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL AND ALL LEGISLATIVE BODIES OF THE CITY OF TRACY FOR THE PERIOD FROM AUGUST 3, 2022 THROUGH SEPTEMBER 1, 2022 PURSUANT TO THE BROWN ACT – **Resolution 2022-107** adopted the findings and re-authorized remote teleconference meetings.

5. COUNCIL ITEMS AND COMMENTS – Council Member Bedolla stated Council has received a memo that the shelter project has been delayed approximately two months and asked with CIP's like the shelter can we be more proactive and meet with 2 – 3 contractors that have applied for similar projects in the past to explore viability of a successful application. The reason it was delayed was because the contractor failed to submit forms required by Federal Government and something called good faith efforts. Secondly, when the Street Repavement Study is completed can a town hall meeting be held to present the results and timeline of repairs to residents outside of a formal Council meeting. Council Member Davis seconded both requests.

Council Member Davis asked if staff is already planning to keep the residents abreast of what the City is doing, is it an operational thing and is she able to second Council Member Bedolla's request.

Michael Rogers, City Manager stated as part of our Council retreat the plan is to do more workshops with more educational components. Items such as this, when talking about roads, should be done on its own at a workshop so is aligned with what staff is already planning.

Mayor Young asked Council Member Bedolla for clarification if it is a second to give direction to add as one of the workshops. Council Member Bedolla clarified not agenda items. Mayor Young responded not agenda items but operational.

Mr. Rogers responded he is already committed to providing more workshops especially educational workshops to take the time on items that can get complex and break things down for others to ask questions about the process, and that our community understands what we are doing and how we are approaching these particular projects. This and other items, when we have the study, need to be outside of Council's meeting to have full discussion and come back to a Council meeting and take action.

Mayor Young asked would it be possible to detail in a memo a schedule of different workshops in the plans so we have something to refer to.

Mr. Rogers responded he would be happy to do that and put down areas that would be important to have workshops and then get Council's input, if there are other things he has missed then this will provide him with feedback.

Council Member Davis stated she thought Council Member Bedolla was being specific to CIP's and making sure the community was engaged, and her confirmation was for both of his asks regarding CIP's as well as workshops to keep the residents engaged and

knowing what is going on with timeline and delays. That was her understanding of the ask and affirmed with her support.

Council Member Bedolla confirmed that was his ask.

Mayor Pro Tem Vargas asked the Attorney for clarification – Council meetings with development, believe that is not appropriate, it is operational, and Council cross a line.

Nancy Ashjian, Assistant City Attorney responded staff can provide a memo about a potential schedule outside of Council to get input from Council Members and then present to the public as an informational item of schedules planned in the future.

Mayor Young responded that is the workshops, did not realize the second was also on the first item that Council Member Bedolla asked which is about public information, whenever the City has CIP's to meet with the different potential contractors so that is a process that is a part of operations.

Mayor Pro Tem Vargas referred to the Grand Jury letter about Council trying to direct and hire consultants. It's a process, we cannot meet and interview consultants in that way for operational things.

Ms. Ashjian responded that is correct there are bidding requirements and public procurement requirements that we have to go through, and staff can do a better job at vetting these candidates ahead of time but there are strict guidelines under the Government Code that restricts how to proceed ahead of public bidding.

Council Member Bedolla stated he was never asking for Council Members to meet with contractors.

Mayor Young stated the reference from her understanding happened to do with the Grand Jury report is Council directing staff on operational things.

Council Member Bedolla responded the wording from the report is that Council cannot direct staff outside of a Council majority in Council Chambers. That is the problem that happened for years.

Mayor Young asked Ms. Ashjian if what she said about the first item requested is that there are certain guidelines that are in place that would preclude or prevent the ask from being answered or concluded. Is it possible to do what was requested because based on her answer it sounded like no.

Ms. Ashjian responded there are certain requirements under the public procurement guidelines that tie the City's hands as a public agency from vetting these contractors but staff can implement better notice requirements and go about it in more specific ways in the bid material to stop these issues from coming up in the future and do a better job at walking contractors through the project.

Midori Lichtwardt, Assistant City Manager responded she thought Council Member Bedolla's concern was having city staff meet with potential bidders in advance of their bids to answer questions, to make clarifying statements.

Council Member Bedolla stated that was correct and Council Member Davis confirmed that was also what she heard and not Council Members vetting, just staff.

Ms. Lichtwardt explained for all City projects there is a voluntary prebid meeting date advertised for interested bidders to ask staff any clarifying questions about the bid process and the project. Staff will be coming back at the next Council meeting with the notice of rejection of bids for the shelter project and if pulled from consent, can talk about the process and special circumstances staff is running into with this and other projects.

Karin Schnaider, Assistant City Manager stated the City is going into more of a digital and electronic world for bid process. Council approved recently a vendor self-service and bid module through our accounting software that will begin to take place over the next six months and will allow for a much more transparent process where anyone can submit questions and FAQ's can be answered in real time. This is the only way to communicate equally with all vendors and will be done on the digital platform so will not only have the virtual pre-meeting but also during the bid process questions will be answered out to anyone interested beyond the platform. It will continue to be enhanced over the next 6 to 12 months.

Mayor Young responded have answers about process already in place and what is not able to be done. Council Member Bedolla's first ask has already been answered and wanted to make sure staff was clear about the second ask that was seconded. Mayor Young asked Council Member Bedolla if it would be sufficient for the City Manager to put together a list of workshops and the topics so we would have that to refer to and that is part of accountability to make sure we are having these workshops to cover different topics such as infrastructure.

Council Member Bedolla asked if Mayor Young would like his support on that.

Mayor Young asked Council Member Bedolla if that would be sufficient from what his ask was. Council Member Bedolla responded if that is Mayor Young's Council item, he will second it. Mayor Young said it was not her Council item. Council Member Bedolla stated his Council item has already been made and supported.

Mr. Rogers clarified he will be putting together a memo on the different workshops staff will be planning for and timeframes those workshops will take place, The memo will be a starting point for further discussion if he has missed anything and other workshops need to be added.

Council Member Davis asked given there are going to be delays and this particular community has endured a lot, how proactive is the City going to be in regards to making sure the park residents and around the park are safe. What more is the City going to do given there are going to be delays. What is the City going to do to get the people out of that park and when are the policies going to be done regarding the safety, time, place and matter, regarding how people behave in parks and public spaces.

Ms. Lichtwardt responded staff is working on Parks and Public Spaces Ordinance revisions that will be going to the Parks Commission on August 4, Homeless Advisory Committee on August 22, and before Council on September 6 for review and approval. Given the unanticipated delays of the construction of the shelter, staff is looking at alternative interim solutions. The Police Department has put out a request for proposals

for security specific to El Pescadero Park. Staff will get information via email to Council within the next business day.

Council Member Davis asked if Council will have an opportunity to review preliminary policies.

Ms. Lichtwardt responded the Advisory Committee will have an opportunity to weigh in first on August 22, then it will be brought to Council with any changes, modifications or suggestions from both the Parks Commission and Advisory Commission and then to Council on September 6.

Council Member Davis asked with there being delays since the shelter was supposed to be finished in the fall, is there not going to be a plan to remove the people from the park prior to the shelter.

Ms. Lichtwardt responded staff is working on interim alternative solutions to finding shelter for those that are currently sheltering in the park but do not have that fully vetted out.

Council Member Davis asked for clarification that the delay means the unsheltered will continue to be at that park or does that mean that there is an interim solution that includes removing them from the park since the shelter won't be done yet.

Ms. Lichtwardt responded staff is exploring every opportunity, ideally there would be an alternative location where we could provide adequate shelter. Staff is trying to turn every stone, is vetting out several things in the works and hopefully will have to present alternatives to Council.

Council Member Davis stated for the record that even though the shelter is not coming she would like to ensure the park is still cleared because residents have been promised that we are going to get it done and even if the shelter isn't built it is not fair to residents that the City continues to not have their park available to them in a way that is safe. We need to clear that park. Council Member Bedolla supported the request.

Mayor Young summarized the timeline for the Parks and Public Spaces Ordinance: Homeless Advisory Committee on August 22, September 6 to Council, August 16 is reject the bids and coming back for discussion after staff has looked at different options and opportunities and when will that be coming back. Mayor Young shared she was concerned when Council did get the memo that there was going to be rejection of bid. Absolutely expect that our committee would have some intricate details of conversations. Definitely a concern for the community but at the same time it is almost a premature conversation so want to make sure when the mature conversation is going to come back and we can deal with as a Council.

Ms. Lichtwardt responded maybe on the first or second meeting in September. As staff is gathering resources and there are limited resources in this area, staff is trying to come up with alternatives to have an interim solution to find shelter. The same situation will occur again with a warming center so a location needs to be found to house folks in the interim period. Staff will endeavor to get back to Council as soon as possible but it will not be August 16.

Mayor Young stated it would be good if staff could consider what we can have as an update from the August 22 Homeless Advisory Committee meeting, maybe there could be some type of update at that point so we are keeping everyone abreast of the progress.

6. ADJOURNMENT – Time: 4:59 p.m.

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

The agenda was posted at City Hall on July 28, 2022. The above are action minutes.

ATTEST:

Mayor

City Clerk

AGENDA ITEM 1.B

REQUEST

ADOPT A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF TRACY AND HF&H CONSULTANTS, LLC TO PERFORM A SOLID WASTE RATE STUDY, INCREASING THE NOT TO EXCEED AMOUNT BY \$64,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$211,720

EXECUTIVE SUMMARY

The City of Tracy and HF&H Consultants, LLC entered into a Professional Services Agreement (Agreement) to conduct a solid waste rate study that was approved by Council on May 21, 2019 by Resolution No. 2019-099. Due to the study being delayed by COVID-19, and the additional request from the City for them to prepare the Proposition 218 notice related to the proposed rate increase, a request to increase the not to exceed amount (Amendment No. 1) was approved by Council on May 18, 2021 by Resolution No. 2021-056. With the extension of the Public Hearing to approve the proposed solid waste rates into two Council meetings, thus extending the services provided by the Consultant, an additional \$64,000 is being requested to complete the implementation of the approved solid waste rate increases. The additional expenses will be covered by the Solid Waste Enterprise Fund.

DISCUSSION

In May 2019, the City entered into an Agreement with HF&H Consultants, LLC to perform a solid waste rate study. HF&H is recognized as an expert in the field of rate studies and has performed similar studies for a multitude of other agencies. As part of the Agreement, HF&H was also tasked with updating Chapter 5.20 – Integrated Solid Waste Regulations in the Tracy Municipal Code. The rate study was delayed due to the unforeseen challenges due to COVID-19, including impacts on revenue sources, which hampered their ability to create an accurate model for projected revenues and expenses.

In addition to the tasks specified in the Agreement, the City requested that HF&H also prepare the Proposition 218 notification required by law for the proposed rate adjustment. Due to the delay, and the additional work requested for the Proposition 218 notification, Amendment No. 1 was approved by Council on May 18, 2021, by Resolution No. 2021-056, increasing the Agreement's original not to exceed amount by \$17,000, for an adjusted total not to exceed amount of \$147,720.

A Public Hearing was held on December 21, 2021 for the approval of the rate study and proposed increase of the solid waste rates. Council decided to continue the Public Hearing, requesting that staff return at a later meeting with options for Council to consider to decrease the cost impact to residents. With the extension of the Public Hearing, and extended services provided by the Consultant, an increase to the Not to Exceed amount of \$64,000 is being requested, for a total Not to Exceed amount of \$211,720.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategic Priority:

Governance Strategy

Goal 2: Ensure short and long-term fiscal health

Objective 6: Complete rate and fee studies: Solid Waste, Wastewater, Citywide, Core Fees, Master Impact Fees

FISCAL IMPACT

This contract is an increase of \$64,000. There is sufficient appropriations in the Solid Waste fund to cover this contract.

RECOMMENDATION

That the City Council, by resolution, approve Amendment No. 2 to the Professional Services Agreement between the City of Tracy and HF&H Consultants, LLC increasing the not to exceed amount by \$64,000 for a total not to exceed amount of \$211,720.

Prepared by: Connie Vieira, Management Analyst II

Reviewed by: David Murphy, Interim Director of Public Works
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A: Amendment No. 2 to HF&H Consultants, LLC Professional Services Agreement

Attachment B: Amendment No. 1 to HF&H Consultants, LLC Professional Services Agreement

Attachment C: Professional Services Agreement with HF&H Consultants, LLC

**CITY OF TRACY
AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT WITH HF&H CONSULTANTS, LLC**

This Amendment No. 2 (**Amendment**) to the Professional Services Agreement is entered into between the City of Tracy, a municipal corporation (**City**), and HF&H Consultants, LLC (**Consultant**). City and Consultant are referred to individually as "**Party**" and collectively as "**Parties.**"

Recitals

- A. The City and Consultant entered into a Professional Services Agreement (Agreement) to perform a solid waste rate study, which was approved by the City Council on May 21, 2019 by Resolution No. 2019-099.
- B. Amendment No. 1 to the Agreement was approved by City Council on May 18, 2021 by Resolution No. 2021-056, increasing the total not to exceed amount of the Agreement to \$147,720.
- C. During the Public Hearing to adopt the proposed increase to solid waste rates on December 21, 2021, City Council requested staff return at a future date with options for Council to consider to reduce the financial impact to residents.
- D. The Public Hearing was continued on April 5, 2022. Additional services required by the Consultant to calculate and present options for City Council to consider resulted in additional costs.
- E. Therefore, to fulfill the requests of City Council, the Amendment increases the total not to exceed amount of the Agreement to \$211,720.
- F. This Amendment is being executed pursuant to Resolution No. ____ approved by Tracy City Council on _____, 2022.

Now therefore, the Parties mutually agree as follows:

1. Incorporation by Reference. This Amendment incorporates by reference all terms set forth in the Agreement, unless specifically modified by this Amendment. The terms which are not specifically modified by this Amendment will remain in effect.

2. Terms of Amendment.

- A. Section 3.1 is hereby amended to read as follows:
"**Not to Exceed Amount.** Consultant's total compensation under this Agreement shall not exceed \$211,720. 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. 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.

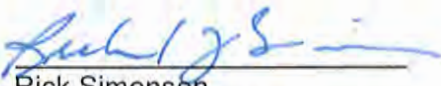
5. Signatures. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

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

City of Tracy

Consultant

By: _____
Nancy Young
Title: Mayor
Date: _____

By: 
Rick Simonson
Title: Senior Vice President
Date: 7/28/22

Attest:

By: _____
Adrienne Richardson, City Clerk

Approved as to form

By: _____
Bijal M. Patel, City Attorney

CITY OF TRACY
AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT WITH HF&H CONSULTANTS, LLC

This Amendment No. 1 (**Amendment**) to the Professional Services Agreement is entered into between the City of Tracy, a municipal corporation (**City**), and HF&H Consultants, LLC (**Consultant**). City and Consultant are referred to individually as "**Party**" and collectively as "**Parties.**"

Recitals

- A. The City and HF&H Consultants, LLC entered into a Professional Services Agreement (**Agreement**) to perform a solid waste rate study, which was approved by the City Council on May 21, 2019, under Resolution No. 2019-099.
- B. The City is adding the task of preparing a Proposition 218 notification to the services performed by HF&H.
- C. The City needs to increase the not to exceed amount of the agreement to \$147,720.
- D. This Amendment is being executed pursuant to Resolution No. ²⁰²¹⁻⁰⁵⁶ approved by Tracy City Council on May 18, 2021.

Now therefore, the Parties mutually agree as follows:

1. **Incorporation by Reference.** This Amendment incorporates by reference all terms set forth in the Agreement, unless specifically modified by this Amendment. The terms which are not specifically modified by this Amendment will remain in effect.
2. **Terms of Amendment.**
 - A. Section 3.1 is hereby amended to read as follows:
"**Not to Exceed Amount.** Consultant's total compensation under this Agreement shall not exceed \$147,720. 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. **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.

This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

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

City of Tracy

Consultant

By: 

Nancy D. Young

Title: Mayor

Date: 5-28-2021

By: 

Richard J. Simonson

Title: Senior Vice President

Date: May 11, 2021

Attest:

By: 

Adrianne Richardson, City Clerk

Approved as to form

By: 

Leticia Ramirez, City Attorney

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
HF&H CONSULTANTS, LLC
Solid Waste Rate Study**

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and HF&H Consultants, LLC, a Limited Liability Company (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

A. City desires to retain Consultant to perform a Solid Waste Rate Study; and

B. On October 25, 2018, the City issued a Request for Proposals (RFP) for a Solid Waste Rate Study (**Project**). On November 15, 2018, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the knowledge, skills, experience and certification required to provide the services.

C. 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.

D. This Agreement is being executed pursuant to Resolution No. 2019-099 approved by Tracy City Council on May 21, 2019.

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, or under the direct supervision of, Consultant's Authorized Representative: Marva Sheehan, CPA and Vice President as the project director. Consultant shall not replace its Authorized Representative, nor shall Consultant use any subcontractors or subconsultants, without City's prior written consent.

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 complete all required services no later than October 1, 2019. 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.

3. Compensation. City shall pay Consultant on a time and expense basis.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$130,720. 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 monthly invoices to the City that describe the services performed, including times, dates, and names of persons performing the services and tasks completed.

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

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

Don Scholl
Public Works Director
520 Tracy Blvd.
Tracy, CA 95376

To HF&H Consultants, LLC:

Marva M. Sheehan
Vice President
201 N. Civic Drive, Suite 230
Walnut Creek, CA 94596

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

12. Miscellaneous.

12.1 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.

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

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

12.4 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.

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

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

12.7 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement,

Consultant represents that it is 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.

12.8. Business License. Before the City signs this Agreement, Consultant shall obtain a City of Tracy Business License.

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

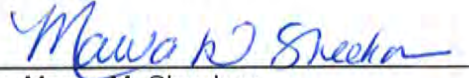


By: Robert Rickman

Title: Mayor

Date: 5-29-19

HF&H Consultants, LLC



By: Marva M. Sheehan

Title: Vice President

Date: 5-13-19

Attest:



Adrienne Richardson, City Clerk

Approved as to form:



Thomas T. Watson, City Attorney

Exhibits:

A Scope of Work

EXHIBIT A - Scope of Work

Phase 1 Rate / Fee Study

Task 1: Project Initiation

Purpose: To understand the policies, procedures, assumptions, and calculations used to set rates for the City's integrated waste and recycling collection operations and related services

1a: Background Review

Consultant will review background data provided by the City prior to the kick-off meeting. Information to be reviewed includes, but may not be limited to:

- The City's current utility policies and procedures, including general ledger account structure;
- Regulatory requirements as they affect operations, capital projects, revenue requirements, and rate structures of the City's solid waste collection operations and related services;
- The City's current rate model;
- The City's Comprehensive Annual Financial Report related to solid waste collection activities;
- The City's budget related to integrated waste and recycling collection and related activities; and,
- Current rates and customer counts by line of business (i.e., residential, commercial, roll-off, etc.).

1b: Kick-Off Meeting

Consultant will prepare for, attend, and facilitate a kick-off meeting with City staff. This will be a working meeting to review and discuss, among other things:

- Key team members;
- Project goals and objectives;
- Key policy objectives of the City regarding solid waste rates and fees;
- Current issues and concerns (financial and operational);
- Project scope and timing;
- The distribution of operating and capital expenses among user classes; and,
- Future residential and commercial recycling and organics diversion programs;
 - Key model components (lines of collection services, other operations funded through solid waste rates, customer subscription data, etc.) and assumptions (assumed growth, assumed disposal tonnages, landfill tip fees, recyclable materials processing fees, annual reserve targets, etc.);
 - Model scenarios and sensitivities; and,

- o Model format.

City staff should budget a minimum of four hours for this meeting. Consultant staff will also be available to meet with individual City staff following the kick-off meeting to review various issues in more detail as needed.

Task 2: Investigation and Data Collection

Purpose: To determine the availability of the data needed to perform the required analysis. This will include data from both the City's financial systems and that of the collector.

2a: Current Operations

Consultant will review, identify, and summarize the City's collection system, financial and operational data to evaluate current:

- Revenue Sources (residential, commercial, multi-family, etc. by material type collected);
- Reserve fund policies and requirements;
- Operating expenses;
- Allocations between solid waste collection activities;
- Allocations of overhead costs;
- Capital cost funding and other funding sources; and,
- Billing programs.

Consultant will review the City's existing service agreements with Tracy Delta Solid Waste Management, Inc. and Tracy Material Recovery & Solid Waste Transfer, Inc. to ensure all financial aspects of the agreements are addressed in the development of the revenue requirement.

Consultant will evaluate the current information and compare it to industry benchmarks derived from operational and financial data Consultant has gathered from recent cost of service studies; and, Consultant evaluation of recent competitive proposals.

Consultant will compare the overall costs of providing residential collection services and commercial collection services to the revenue generated from rates charged to customers of each service group to determine if the current rate structure meets the requirements of Proposition 218.

Consultant will use the information from Consultant assessment of the current rate structure to discuss options available to the City to meet expected changes in the underlying collection costs.

Task 3 – Survey of Comparable Agencies' Rates

Purpose: Consultant will conduct a survey of other cities to compare the City's rates to other agencies of comparable population and services.

3a: Gather Data

Consultant will research and determine the agencies that would have comparable services and of similar population size. Consultant will present and obtain approval from City staff of the list prior to obtaining the survey data. The results of the survey will take into consideration differences between agencies, such as:

- Variation in level of services;
- Fee variations (franchise fees, vehicle impact fees, AB 939 fees, etc.); and,
- Proximity to a landfill or processing facility

3b: Summarize Results

Consultant will summarize the survey results in a chart form for presentation to City staff and inclusion in our Phase 1 report.

Task 4 – Communication of Phase 1 Findings

Purpose: Phase 1 will provide City staff with the foundation for Phase 2. Consultant will address all current concerns/needs before embarking on future needs. This report will provide City staff with the ability to address future programs and other needs along with potential funding sources.

Consultant will prepare a report documenting the analysis, findings, and recommendations, and present these to the staff for comment and discussion.

Phase 2 – Develop Rate and Fee Methodologies and Recommendations

Purpose: Phase 2 will provide the opportunity for Consultant, the City, and the Collector to work together to develop new and innovative ways to meet the City's collection needs while complying with new program requirements.

Task 1 – Rates for Food Waste

Consultant will discuss food waste program options with City staff. Consultant will then facilitate meetings with City staff and the collection and processing companies to discuss how best to implement the food waste programs and related rates in the most efficient and economical manner.

Task 2 – Drop Box Rates

Consultant will facilitate meetings with City staff and the collection company to discuss current drop box rates and costs. Consultant will compare those rates and costs to industry benchmarks and determine if the City rates should be modified.

Task 3 – Analysis of Current Fees and Service Levels

Consultant will facilitate meetings with City staff and, as appropriate, the collection and processing companies to discuss current City fees and service levels. Consultant will also discuss other fees and services that may be of interest to the City. Consultant will analyze the fees and service levels and propose changes as needed.

Task 4 – Projected Cost of Service

Purpose: To provide a stand-alone model that City staff can use to determine future rates that is simple to use yet provides functionality to incorporate current and future needs. The model will be developed in a format the City is accustomed to using.

4a: Develop Rate Model

Incorporating the results of Tasks 1 through 3, Consultant will prepare a multi-year user-friendly model for the City's use to project future rates and costs. The model will incorporate:

- The impact of projected growth and inflation on operational and financial assumptions;
- The impact of new diversion programs (e.g., expanded commercial recycling and organics programs) on operational and financial assumptions;
- The allocation of existing revenues, operating expenses, and capital expenses to the collection system;
- A cost of service analysis to assist in Proposition 218 compliance;
- The use of alternative funding sources (Vehicle Impact Fee, Clean Water Program Fee, etc.), if desired; and,
- The maintenance of necessary operating reserves.

The model will allow the City to input actual annual data which will be used to update the five year projections each year.

Additionally, the model will allow the use of alternative rate structures (up to three) to allow a "what if" feature to assess the rate impact of future scenarios (timing of adjustments, new diversion programs, new fees, new services, etc.) or other changes the City may want to evaluate and include in the rate model.

Consultant will provide documentation and training for City staff once the model is developed.

4b: Modeling Future Considerations – Growth and Diversion Requirements

The City anticipates significant growth in the near and long-term future. Additionally, there are State-mandated diversion requirements the City must consider. Consultant will develop a model that will provide a mechanism to carefully plan for these two concerns to assure financial stability for the City as the complexities between the two overlap and affect multiple facets of the operation. The analysis will focus on:

- Expected operating and capital expenditures to accommodate the City's expected future growth; and,
- Expected rate impacts to accommodate diversion due to recent legislation including:
 - AB 341 requiring mandatory commercial recycling;
 - AB 1826 requiring commercial and multi-family organics service to customers generating two yards per week of solid waste by the year 2020; and,
 - SB 1383 mandating 75% diversion (based on 2014 levels) of organic material and a 20% improvement in edible food recovered by 2025. This bill applies to residential, commercial, and multi-family customers.

Consultant's specific tasks will include:

- Reviewing the City's productivity and cost assumptions associated with growth and the expanded diversion programs for incorporation into the new rate model. The review will include analysis of expected changes in:
 - The costs of billing and the associated costs for adding customers and services; and,
 - Processing and disposal fees to accommodate the higher costs of processing organic materials.
- Meeting with City and Collector staff to discuss potential changes in Collection methods (i.e., going from a single cart to a split cart collection system for residential food scraps).

Task 5 – Additional Funding Sources

5a: Vehicle Impact Fee

Much of the deterioration of streets is caused by larger and heavier vehicles. A single, large truck can cause as much damage as thousands of automobiles. Solid waste, recycling, and yard waste vehicles (Refuse Vehicles) are the heaviest vehicles regularly operating on residential streets. While impacts differ from one jurisdiction to another, the impacts are significant. Consultant will evaluate the impacts and provide recommended fee assessments.

Consultant will perform a Vehicle Impact Fee analysis that can be incorporated into the new rate model to allow the City to recover street maintenance costs through the solid waste rates charged to customers.

5b: Clean Water Program Expenses

The California State Water Resources Control Board, through its permit process, has instituted the requirement for trash control implementation. Consultant will develop a fee structure for capturing the recovery of the storm drain capitol and maintenance costs (cost of trash capture devices and on-going maintenance) through the refuse rates. Consultant will work with your stormwater department in evaluating the costs.

5c. Miscellaneous Expenses

Consultant will perform analysis of other programs and services (e.g. tree maintenance) that may allow the City to recover costs through the solid waste rates charged to customers.

Task 6 – Reporting and Presentations

Purpose: To provide the City with a draft report, final report, rate review recommendations, rate and fee recommendations, and to work with staff to present those results to the City Council and the public as requested.

6a: Draft Report

Consultant will prepare and issue a draft report to City staff that includes documentation of the analysis that was conducted, the rate model and inputs, and recommended adjustments to rates and fees.

6b: Final Report

Consultant will revise the draft report, as appropriate, to respond to comments and recommendations by City staff. Revisions to the draft report may be necessary due to, but not limited to, the following: 1) new information not previously available; 2) changes to information previously provided by the City; 3) errors

in the calculations used to support the findings and/or; 4) for the purpose of clarification and implementation of fees and/or recommendations.

6c: Rate Review Assistance

Consultant will assist City staff in developing a rate review process that takes into account changes to the collection system recommended in the final report.

6d: Presentations

Consultant will be available to discuss and present the results of the rate study, as required, to the City Council. If requested, we will also work with City staff to present the information at a Public Hearing.

The presentations will include a review of the issues related to rate and fee methodologies, revenue requirements and model design, and recommended rate structures and new services. Consultant's fees account for up to two such meetings. Additional meetings and/or study sessions may be arranged on a time-and-materials basis at the City's option.

Task 7: Development of Mandatory Recycling and Organics Ordinances

Purpose: In order to meet the State's diversion goals, City desires ordinances to mandate participation in the City's diversion programs.

7a: Develop Ordinances

Consultant will provide model ordinances to City staff for its review and revise accordingly.

7b: Obtain City Attorney Approval

Consultant will meet twice with City staff and the City Attorney to ensure proper compliance with the City's municipal code.

7c: Finalize Ordinances

Consultant will finalize the ordinances based on City Staff and City Attorney's comments.

Task 8: Engagement Management

Throughout the engagement, Consultant representatives: Ric Hutchinson and Scott Holt, will develop work plans, monitor their completion, and modify work plans that will guide Consultant staff in the performance of the engagement. The engagement director, Marva Sheehan, will review the analytical tasks and the interim, draft, and final work products to ensure that they fulfill the City's needs.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF TRACY AND HF&H CONSULTANTS, LLC TO PERFORM A SOLID WASTE RATE STUDY, INCREASING THE NOT TO EXCEED AMOUNT BY \$64,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$211,720

WHEREAS, The City of Tracy and HF&H Consultants, LLC entered into a Professional Services Agreement to perform a solid waste rate study in May 2019 (Resolution No. 2019-099), and

WHEREAS, Amendment No. 1 to the Agreement was approved by City Council on May 18, 2021 by Resolution No. 2021-056, increasing the total not to exceed amount of the Agreement to \$147,720, and

WHEREAS, During the Public Hearing to adopt the proposed increase to the solid waste rates on December 21, 2021, City Council requested staff return at a future date with options for Council to consider to reduce the financial impact to customers, and

WHEREAS, The Public Hearing was continued on April 5, 2022, requiring extending the services provided by HF&H Consultants, LLC, and

WHEREAS, Additional funding in the amount of \$64,000 is to fulfill the additional requests of City Council, and

WHEREAS, The total not to exceed amount of the Professional Services Agreement will now be \$211,720; now, therefore be it

RESOLVED, That the City Council of the City of Tracy hereby approves Amendment No. 2 to the Professional Services Agreement between the City of Tracy and HF&H Consultants, LLC to perform a solid waste rate study, increasing the not to exceed amount by \$64,000 for a total not to exceed amount of \$211,720.

The foregoing Resolution _____ was adopted by the Tracy City Council on the 16th day of August, 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

RECEIVE AN INFORMATIONAL REPORT REGARDING THE POLICE DEPARTMENT'S RESPONSE TO FIREWORKS COMPLAINTS AND OFFICIAL CITY EVENTS DURING THE JULY 4TH WEEKEND

EXECUTIVE SUMMARY

Building on lessons learned from prior years, the Tracy Police Department developed an operational plan for the July 1-4, 2022 period to include both responses to fireworks complaints as well as staffing City of Tracy events during that weekend. This report explains new strategies used this year as well as roadblocks that prevented the deployment from being fully effective. Several suggestions are included for implementation in the future.

DISCUSSION

In response to a request by City Council members, this report provides an update to the deployment of Tracy Police Department (TPD) personnel and resources during the July 4th, 2022 weekend, specifically related to fireworks complaints.

The operational plan built on prior years' responses, including lessons learned and the application of new technology and statutes. Two of the most significant additions for 2022 were the use of drones to aid in the location of fireworks violations, as well as the use of the "social host" ordinance approved by the Council in late 2020. As a result, TPD noted a significant increase in our ability to conduct enforcement through the use of administrative citations. The challenges this year included competing missions throughout the July 4th holiday, priority calls for service and the unknown number of spectators at the new location for the evening fireworks show.

Improvements for next year include the use of non-sworn staff to increase the number of available staffing for the different missions throughout the holiday weekend, partnering with other City departments, and increasing the use of the social host ordinance in days leading up to the July 4th holiday. We will also explore increasing the penalties for the use of illegal fireworks and research potential fireworks mitigation fees.

Details of the deployment model and results.

This year Tracy PD had a maximum deployment of officers for the July 4th holiday. The department deployed three (3) additional squads throughout the day for this event. This included an additional day-shift parade detail, swing shift Kimball High School detail and an evening City wide fireworks enforcement detail. Drone technology was used in the evening and proved beneficial in locating illegal fireworks violations.

In the days leading up to the 4th of July an additional squad was deployed during the evening hours on July 2nd and July 3rd.

The use of the social host ordinance this year was a success. In 2018, there were seven (7) citations issued for misdemeanor fireworks violations. In 2019, there was one case that was referred for prosecution for possession of illegal fireworks for sale. Due to modified deployment plans in 2020 because of COVID, there were no fireworks-related cases. In 2021, enforcement resulted in seven (7) administrative citations (based on TMC violations) and seven (7) criminal cases being referred to the San Joaquin County District Attorney's office for criminal violations (one felony, five misdemeanors, one case declined). For this year (2022), Tracy Police Department issued forty-three (43) administrative citations and fourteen (14) misdemeanor arrests for criminal violations (12671 HS). The current penalty for the first administrative citation is \$100.00 dollars which is minimal compared to other jurisdictions.

FISCAL IMPACT

None.

STRATEGIC PLAN

This agenda item relates to the Council's Strategic Plan in the area of Public Safety, specifically Goal #3: Strengthen community safety through crime prevention reduction activities.

RECOMMENDATION

Staff recommends that City Council receive the informational report regarding the Police Department's response to fireworks complaints and official City events during the July 4th weekend.

Prepared by: Ricardo Hernandez, Police Lieutenant

Reviewed by: Sekou Millington, Chief of Police
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS:

Attachment A: Powerpoint Presentation



Fireworks Enforcement Update

Tracy Police Department

July, 2022

Background

- In October 2020, the City Council approved the adoption of a “social host ordinance” to address the use of illegal fireworks
- Tracy PD is tasked with enforcement of fireworks laws as well as providing security for city-sponsored events during the July 4 weekend.
- The deployment plan, as well as results, were discussed with the San Joaquin County Fireworks Task Force, using best practices.



Changes from prior years

- New social host ordinance allowed for cases to be developed based on a different legal standard (property owner or renter)
- The use of drones to identify locations is proving promising and it is consistent with results seen by other agencies
- Extra mandatory staffing in Dispatch specifically for the intake of fireworks related calls



Challenges

- Competing missions
- High priority calls
- Unknown number of spectators at the new location of fireworks (Kimball High School)



Case Outcomes

- Criminal cases
 - 14 misdemeanor arrest (12671 HS)
- Administrative cases
 - 43 administrative cases referred to the City Attorney's Office for fines



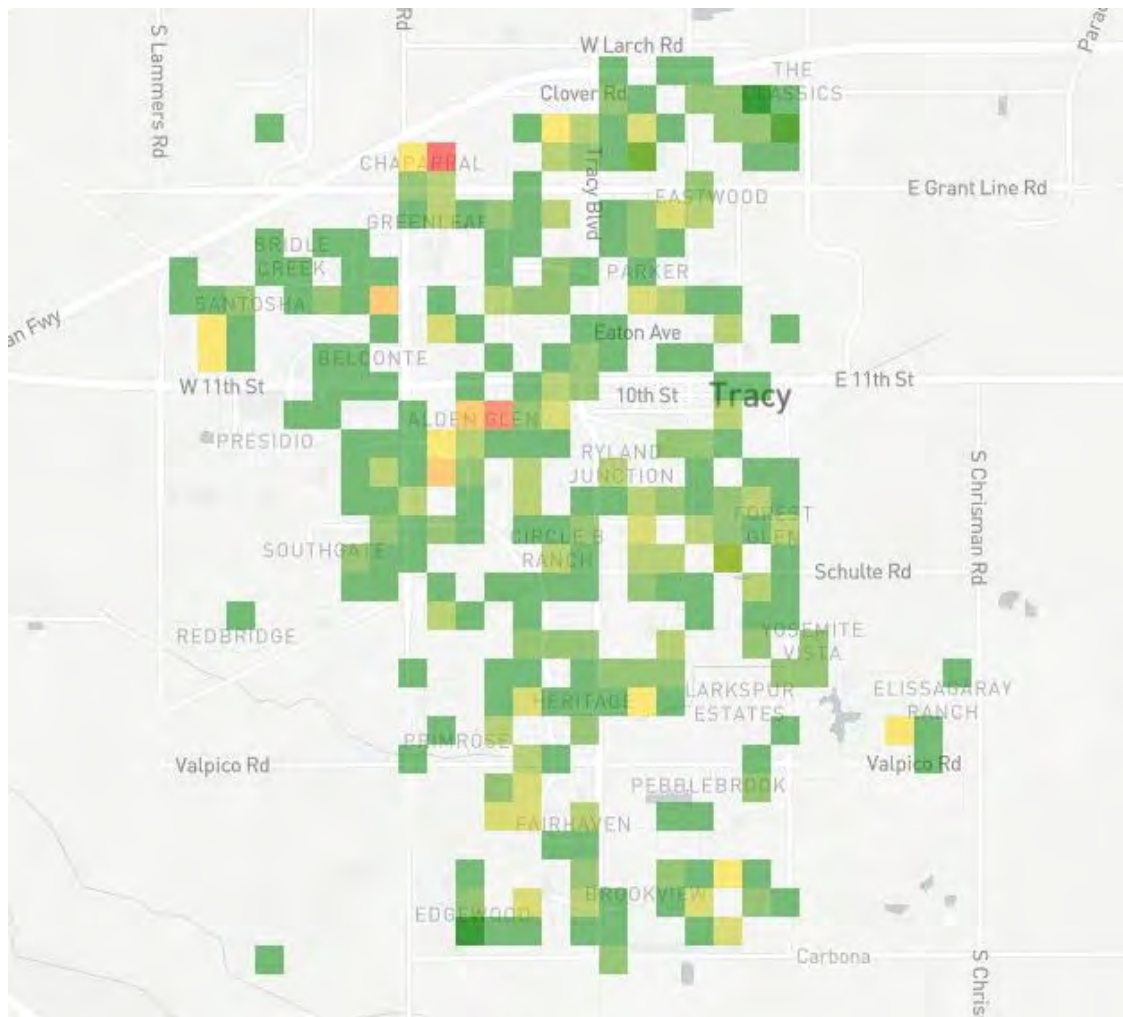
Possible future remedies

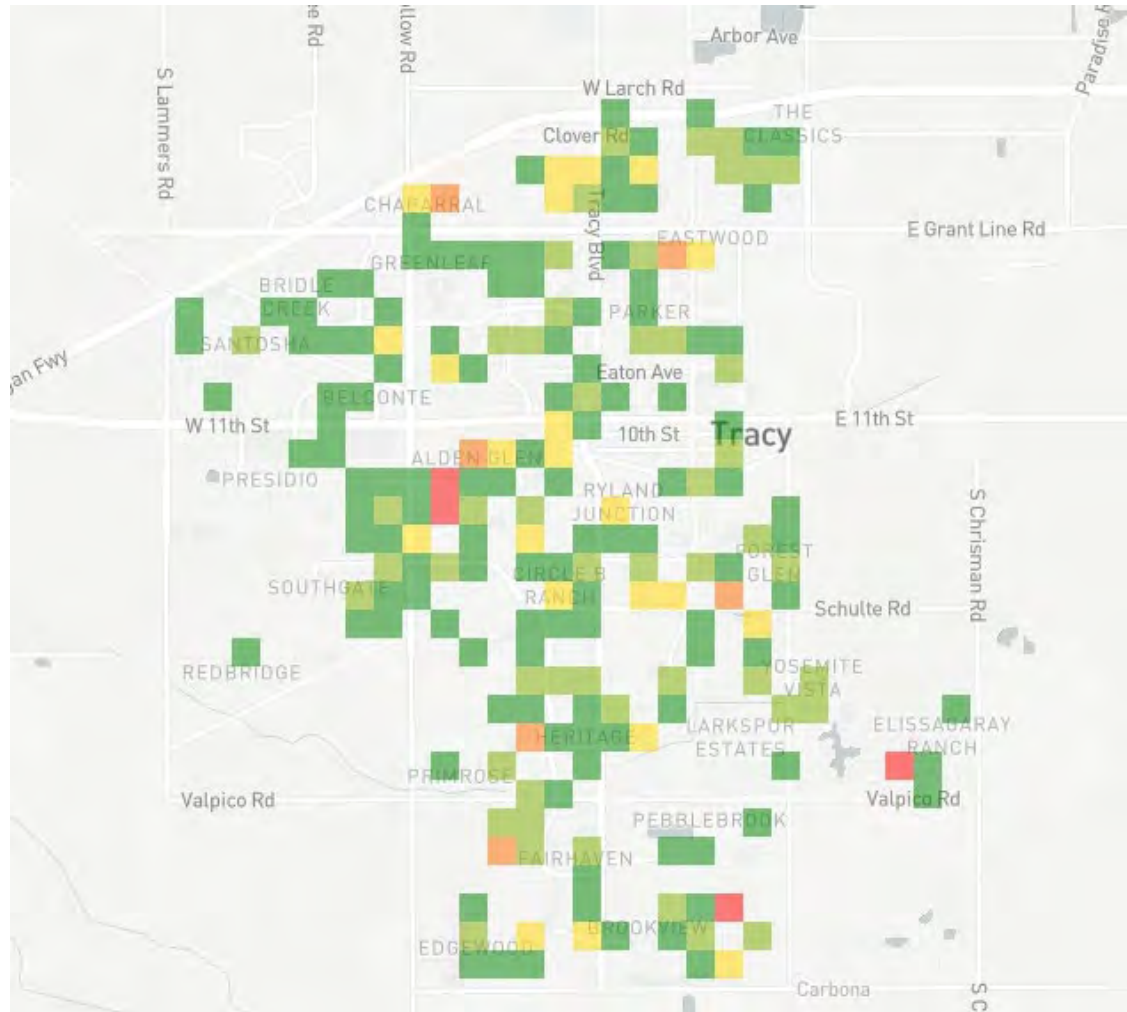
- Deployment model modifications
 - Increase the use of professional staff personnel
 - Partner with other City departments
 - Increase the use of drone teams for fireworks response
 - Encourage patrol units to use the Social Host Administrative Citations leading up to the 4th of July weekend
- Increase penalties for the use of illegal fireworks (requires City Council action)
- Implementation of fireworks mitigation fee (requires City Council action)

Heat Map

Jan- July
2022

479
fireworks
calls





Heat Map July 1st – July 5th 2022

330
fireworks
calls

End of report



AGENDA ITEM 1.D

REQUEST

WAIVE SECOND READING OF FULL TEXT AND ADOPT AN ORDINANCE APPROVING A REZONE OF THE PROPERTY LOCATED AT 205 W. 9th STREET, ASSESSOR'S PARCEL NUMBER 235-052-08, FROM MEDIUM DENSITY RESIDENTIAL ZONE TO CENTRAL BUSINESS DISTRICT ZONE. APPLICATION NUMBER R22-0001

EXECUTIVE SUMMARY

The proposed Ordinance was introduced at the regular Council meeting held on July 5, 2022, and is before Council for adoption.

DISCUSSION

On March 9, 2022, an application was submitted to rezone the property located at 205 W. 9th Street from Medium Density Residential (MDR) Zone to Central Business District (CBD) Zone and for a Development Review Permit for exterior modifications and a 317 sq. ft. addition to an existing building at the same address. The existing medical office building is a non-conforming use that was established prior to the MDR zoning. As a non-conforming use, the proposed modifications and addition to the building would require approval of a Conditional Use Permit. However, in this case, the General Plan designation for this property is Downtown, which allows medical office uses. The current MDR Zone classification does not conform with the General Plan designation of Downtown because the density range of the MDR Zone is lower than that required in the General Plan. In general terms, zoning must conform with the General Plan and when a conflict exists between the two, the General Plan prevails.

The applicant is proposing exterior modifications and construction of a 317 sq. ft. addition to an existing building, which pursuant to the Tracy Municipal Code, requires approval of a Development Review Permit. The expansion and exterior modifications are intended to increase the lobby/waiting area for patients and modernize the architecture of the building while remaining compatible with the residential character of adjacent parcels. The proposed exterior modifications and addition to the existing building would be consistent with the City of Tracy Design Goals and Standards and be compatible with buildings in the surrounding area because the architecture incorporates desirable elements such as a mix of complementary building materials and colors, variation in façade depth, ample use of windows, and a hip roof design.

The proposed Ordinance was introduced at the regular Council meeting held on July 5, 2022, approving a rezone of the property located at 205 W. 9th Street, Assessor's Parcel Number 235-052-08, from medium density residential zone to central business district zone. Application number R22-0001. The proposed Ordinance is before Council for adoption.

STRATEGIC PLAN

This agenda item is not related to the City's Strategic Plans.

FISCAL IMPACT

This is a routine development application. The applicant paid the normal, flat rate application processing fee of \$7,041 when they submitted the application to rezone the property and a Development Permit for exterior modifications and addition. City staff time to process the application was paid through the normal, Development Services Department budget.

RECOMMENDATION

Staff recommends that Council waive the full reading of the text and adopt an Ordinance approving a rezone of the property located at 205 W. 9th Street, Assessor's Parcel Number 235-052-08, from medium density residential zone to central business district zone. Application number R22-0001.

Prepared by: Necy Lopez, Deputy City Clerk

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

Approved by: Michael Rogers, City Manager

ATTACHMENTS:

Attachment A: Ordinance with Notice and Digest (Ordinance to be numbered after adoption)

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

APPROVE A REZONE OF THE PROPERTY LOCATED AT 205 W. 9th STREET, ASSESSOR'S PARCEL NUMBER 235-052-08, FROM MEDIUM DENSITY RESIDENTIAL ZONE TO CENTRAL BUSINESS DISTRICT ZONE. APPLICATION NUMBER R22-0001

WHEREAS, An application was submitted for a rezone from Medium Density Residential Zone to Central Business District Zone for the property located at 205 W. 9th Street, Application Number R22-0001; and

WHEREAS, The application for the rezoning of the parcel was received as part of an application packet also requesting the approval of a Development Review Permit for exterior modifications with a 317 sq. ft. addition to an existing building, Application Number D22-0008; and

WHEREAS, The subject property located at 205 W. 9th Street is situated on the northwest corner of 9th Street and A Street with the existing zoning of Medium Density Residential and a General Plan designation of Downtown; and

WHEREAS, The current classification of Medium Density Residential Zone is not consistent with the General Plan designation of Downtown; and

WHEREAS, The proposed rezoning to Central Business District would bring the zoning of the subject property into conformance with the General Plan; and

WHEREAS, In accordance with California Environmental Quality Act (CEQA) Guidelines Section 15183, no further environmental assessment is required because the proposed rezone is consistent with the General Plan designation of Downtown, which was previously studied by the General Plan Environmental Impact Report (EIR), certified February 1, 2011; and

WHEREAS, The Planning Commission considered this matter at a duly noticed public hearing held on May 25, 2022, and recommended that the City Council introduce and adopt an ordinance to approve the rezoning; and

WHEREAS, The City Council considered this matter at a duly noticed public hearing held on July 5, 2022;

NOW, THEREFORE, THE CITY COUNCIL OF TRACY DOES ORDAIN AS FOLLOWS:

SECTION 1: The property located at 205 W. 9th Street, Assessor’s Parcel Number 235-052-08, is hereby rezoned from Medium Density Residential (MDR) Zone to Central Business District (CBD) Zone and the City’s Zoning Map is hereby amended to show this property zoned as CBD.

SECTION 2: This Ordinance shall take effect 30 days after its final passage and adoption.

SECTION 3: This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk’s office at least five days before the ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the ordinance. (Gov’t. Code section 36933)

SECTION 4: That the City Council finds that this Ordinance is exempt from CEQA in accordance with CEQA Guidelines section 15183, no further environmental assessment is required because the proposed rezone is consistent with the General Plan.

* * * * *

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the 5th day of July, 2022, and finally adopted on the _____ day of _____, 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 the Clerk of the Council of
the City of Tracy, California

NOTICE AND DIGEST

APPROVE A REZONE OF THE PROPERTY LOCATED AT 205 W. 9TH STREET ASSESSOR'S PARCEL NUMBER 235-052-08, FROM MEDIUM DENSITY RESIDENTIAL ZONE TO CENTRAL BUSINESS DISTRICT ZONE. APPLICATION NUMBER R22-0001.

This Ordinance (Ordinance) amends the current zoning classification of the property located at 205 W. 9th Street, Assessor's Parcel Number 235-052-08, from a Medium Density Residential Zone to Central Business Zone. The rezoning of the property in question would make the zoning designation of Central Business Zone compliant with the City of Tracy's General Plan.

August 16, 2022

AGENDA ITEM 1.E

REQUEST

ADOPT A RESOLUTION MAKING FINDINGS AND RE-AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL AND ALL LEGISLATIVE BODIES OF THE CITY OF TRACY FOR THE PERIOD FROM AUGUST 17, 2022 THROUGH SEPTEMBER 16, 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 reinstated social distancing protocols at in-person attendance at City Hall and encouraged the use of teleconferencing for City Council meetings.

On August 2, 2022, City Council adopted Resolution 2022-107, which made findings and authorized remote teleconference meetings of the City Council and all legislative bodies of the City of Tracy, including Boards and Commissions, for the period of August 3, 2022 through September 1, 2022. In order to maintain compliance with Section 54953(e) of the Ralph M. Brown Act (Gov. Code section 54950 – 54963) which allows the continued use of teleconferencing, Council must make the required findings and re-authorize remote teleconferencing meetings of the legislative bodies for the City of Tracy.

This item requests that the City Council approve this proposed action for continued compliance with the Brown Act.

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 make the following finds by majority vote every 30 days to continue using the bill's exemption to the Brown Act teleconferencing rules.

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 August 17, 2022, to September 16, 2022, pursuant to the Brown Act.

Agenda Item 1.E
August 16, 2022
Page 4

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 AUGUST 17, 2022, TO SEPTEMBER 16, 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 the 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 reinstated social distancing protocols at in-person attendance at City Hall and encouraged 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 August 17, 2022 through September 16, 2022.

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on August 16, 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 COMMUNITY SERVICE AGREEMENT WITH SAN JOAQUIN COUNTY TO RECEIVE A FUNDING ALLOCATION IN THE AMOUNT OF \$213,000 AND APPROPRIATION TO THE POLICE DEPARTMENT'S OPERATIONAL BUDGET TO SUPPORT THE HOMELESS OUTREACH "FAMILIAR FACES" PROGRAM

EXECUTIVE SUMMARY

The Tracy Police Department, working in partnership with the County of San Joaquin Behavioral Health Services, identified an opportunity to apply for a \$213,000 grant through the State of California's Behavioral Health Justice Intervention Services. County of San Joaquin applied and was awarded the grant, with Tracy Police Department as a sub-awardee, to be utilized for the Tracy Police Department's new Homeless Outreach Program, "Familiar Faces."

DISCUSSION

On June 21, 2022, the San Joaquin County Board of Supervisors approved the \$213,000 grant funding allocation to support the Tracy Police Department's Familiar Faces Program. The Familiar Faces program is a Homeless Outreach program which will be staffed by a Neighborhood Resource Officer and two Homeless Outreach Coordinators. The Tracy City Council approved the two new Homeless Outreach Coordinator positions on June 24, 2022, which was in the amendment to the City's classification and compensation plan.

The goal of the Familiar Faces program is to identify and establish contact with unsheltered individuals through referrals or calls for police service. The Familiar Faces program would offer an alternative response to police calls where appropriate related to unsheltered by utilizing community, county and state resources to divert unsheltered off the streets by offering transportation, resources and housing options. The program would also work with our Homeless Manager, Homeless service providers and non-profit groups to streamline the information process pertaining to homeless services.

The funding of \$213,000 will be used to fund an ADA compliant transportation van, office equipment, officer wellness training, and consultant services for the Familiar Faces program.

The Tracy Police Department will be the first city in San Joaquin County to offer an alternative police response to homeless calls for service. The alternate police response would not substitute a police response for crimes in progress to include property crimes.

To formally accept the funding allocation from the San Joaquin County Board of Supervisors, the City must enter into a Community Service Agreement with the County as contained in Attachment "A." The agreement term shall begin on the date of execution through February 14, 2023.

FISCAL IMPACT

The Tracy Police Department will receive and appropriate \$213,000 as a sub-awardee from the County of San Joaquin. No City match is required. However, this is a reimbursement grant that will require the upfront costs be paid from the Police Department's operational budget. Accepting this funding requires the funds to be appropriated from County of San Joaquin and added to the Police Department's Operating Budget.

STRATEGIC PLAN

This agenda items relates to the City of Tracy Council Strategic Priorities for Public Safety Goal #2 implement the adopted Homelessness Strategic Plan – identify local, state, and federal funding opportunities to continue to address homeless support services.

RECOMMENDATION

Staff recommends that the City Council, by resolution, approve a Community Service Agreement between San Joaquin County and the City of Tracy for \$213,000 and approve the appropriation to be added to the Tracy Police Department's Operating Budget to support the Tracy Police Department's Familiar Faces program.

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

Reviewed by: Sekou Millington, Chief of Police
Karin Schnaider, Assistant City Manager

Approved by: Michael Rogers, City Manager

Attachment A – Community Service Agreement between San Joaquin County and City of Tracy Police Department in the amount of \$213,000

Attachment B – County of San Joaquin Board of Supervisors Resolution (B-22-332)

A-22-____
**SAN JOAQUIN COUNTY BEHAVIORAL HEALTH SERVICES
COMMUNITY SERVICE AGREEMENT**

**City of Tracy
Tracy Police Department
Behavioral Health Mobile Crisis
July 1, 2022 – February 14, 2023**

This AGREEMENT made and entered into this day _____, 2022 by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, acting through **BEHAVIORAL HEALTH SERVICES**, (hereinafter "COUNTY"), and, **City of Tracy** (hereinafter "CONTRACTOR").

- a. **Scope of Contractor Services:** The services to be performed by CONTRACTOR under this Agreement shall include, but are not limited to, those items described in the Scope of CONTRACTOR's Services, set forth in Exhibit A, attached hereto and incorporated herein. CONTRACTOR shall provide the services under the direction of COUNTY's Director of Behavioral Health Services (DIRECTOR).
2. **Governance:** Services under this contract shall be in accordance with all applicable Federal and state laws and regulations including the Project Number 21-10349 Behavioral Health Mobile Crisis and Non-Crisis Services, Subcontract 7460-CA Mobile Crisis – County of San Joaquin – 01G.

CONTRACTOR agrees to comply with:

- a. United States Code Title 31 Section 3730h Whistleblower Act, 41, Public Contracts and 42, The Public Health and Welfare
- b. Title V USC, Sections 1501-1508 Hatch Act
- c. Title 31 Section 1352 Byrd Anti-Lobbying Amendment and 3729-3733 False Claims Act
- d. Title VI, the Civil Rights Act of 1964, USC 42 Section 2000d as amended
- e. Title IX of the Education Amendments of 1972 (education programs and activities)
- f. Title XIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.)
- g. Title 40 USC Section 3145 Copeland Act and 3141 Davis-Bacon Act
- h. The Age Discrimination Act of 1975 as amended, Age Discrimination in Employment Act and the Rehabilitation Act of 1973
- i. The Americans with Disabilities Act of 1990, as amended
- j. Section 1557 of the Patient Protection and Affordable Care Act
- k. Health and Safety Code Sections 11.848.5(a) and (b).
- l. 2 CFR Part 180, 200.322 and 3000

- m. 42 CFR 438 including applicable Medicaid laws and regulations, sub-regulatory guidance and contract provisions, beneficiary grievance, appeal, fair hearing procedures and timeframes
 - n. 42 CFR Part 455
 - o. 44 CFR Part 18
 - p. Welfare and Institutions Code Sections 14021.51-14021.53, 14124.20-14124.25 and 14197 as it applies to time and distance standards.
 - q. 42 CFR (Confidentiality, HITECH Act, Prohibited Affiliations, Disclosures on Information and Ownership Control and Managed Care); 45 CFR (Privacy and Security Regulations) and McCain National Defense Authorization Act 2019 Public Law 115-232, Section 889
3. **Term:** The term of this agreement shall be from July 1, 2022 through February 14, 2023. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.
4. **Non-Discrimination Requirements:** Non-discrimination requirements are set forth in Exhibit B and C, attached hereto and incorporated herein. CONTRACTOR shall not discriminate on the basis of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ethnic group identification, ancestry, mental or physical disability, medical condition, genetic information, military or veteran status, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government code sections 12940, 12945, 12945.2). CONTRACTOR shall not retaliate against any person for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions. DIRECTOR may determine patient eligibility under the Short-Doyle Act, the Medi-Cal Program, the Mental Health Services Act and the non-discrimination requirements.
5. **Patient Rights:** CONTRACTOR shall comply with W&I Code, Division 5, Section 5325; and California Code of Regulations Title 9, Article 6. CONTRACTOR shall observe all beneficiary rights as specified in 42 CFR 438 including the provision of beneficiary handbooks, education materials and notices to beneficiaries in accessible formats. CONTRACTOR will comply with COUNTY's administration of beneficiary problem resolution processes.
6. **Fiscal Provisions:**
- a. COUNTY shall pay CONTRACTOR an amount not to exceed \$213,000 (Two Hundred Thirteen Thousand Dollars) based on reimbursement of actual costs incurred.

Payment shall be made in accordance with the requirements as set forth in Exhibit A, attached hereto and incorporated herein.

- b. The basis for this agreement shall be COST REIMBURSEMENT as agreed to by both parties and as provided for and governed by policies of the State Department of Health Care Services. Payment shall not exceed CONTRACTOR's actual costs.
 - c. CONTRACTOR shall provide COUNTY with monthly invoices for all services no later than fifteen (15) working days after the end of the month in which the costs were incurred.
 - d. If equipment is included as a line item in Exhibit A, CONTRACTOR may purchase equipment with the knowledge that Advocates for Human Potential retains ownership of fixed assets over \$5000.00, and potentially STATE retains ownership based on federal and state funding requirements. CONTRACTOR will maintain an inventory listing all equipment purchased during the agreement period.
 - e. CONTRACTOR shall not utilize contract funds for travel outside California or for any costs associated with such out of state travel without prior written approval from the DIRECTOR and Advocates for Human Potential, Inc..
 - f. CONTRACTOR shall maintain financial records that clearly reflect the cost of each type of service. Appropriate service and financial records must be maintained and retained for at least ten (10) years, or until audit findings are resolved, whichever is later. Any cost apportionment shall be made under generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of services.
7. **Funds:** This agreement is contingent upon receiving State or Federal funds for the service described in Exhibit A. If the County does not receive sufficient State or Federal funds for this service described in Exhibit A, this agreement may be modified or terminated. If the State Department of Health Care Services disapproves this agreement, it shall be null and void.
8. **Recovery of Overpayment to Provider, Liability for Interest:** CONTRACTOR shall promptly report to COUNTY when it has received an overpayment, return the overpayment to COUNTY within sixty (60) calendar days after the date on which the overpayment was identified, and notify COUNTY in writing of the reason for the overpayment.
- a. When an audit or review performed by COUNTY, the State Department of Health Care Services, the State Controller's Office, or any other authorized agency discloses that CONTRACTOR has been overpaid under this Agreement, a disallowance of service is identified, or where the total payments exceed the total liability under this Agreement,

CONTRACTOR covenants that any such overpayment or excess payments over liability may be recouped by COUNTY withholding the amount due from future payments, seeking recovery by payment from CONTRACTOR, or a combination of these two methods.

- b. Overpayments determined as a result of audits of periods prior to the effective date of this Agreement may be recouped by COUNTY withholding the amount due from what would otherwise be COUNTY's liability under this Agreement, seeking recovery by payment from CONTRACTOR, or a combination of those two methods. CONTRACTOR shall promptly report to COUNTY when it has received an overpayment, return the overpayment to COUNTY within sixty (60) calendar days after the date on which the overpayment was identified, and notify COUNTY in writing of the reason for the overpayment.
 - c. When recoupment or recovery is sought under Section A of this Paragraph CONTRACTOR may appeal according to applicable procedural requirements of the regulations adopted pursuant to Sections 5775, et seq. and 14680, et seq. of the Welfare and Institutions Code, with the following exceptions:
 - 1) The recovery or recoupment shall commence sixty (60) calendar days after issuance of account status or demand resulting from an audit or review and shall not be deferred by the filing of a request for an appeal according to the applicable regulations.
 - 2) CONTRACTOR's liability to COUNTY for any amount recovered under this Paragraph shall be as provided in Section 5778(h) of the Welfare and Institutions Code and regulations adopted pursuant thereto.
9. **Payment Suspension:** Payment to CONTRACTOR may be temporarily suspended if the State determines there is a credible allegation of fraud for which CONTRACTOR is under investigation by COUNTY, State Department of Health Care Services or any local, state or federal law enforcement agency for fraud and/or abuse (42 CFR, Sections 438.608(a)(8) and 455.23; and W&I Code 14107.11).
10. **Confidentiality:** CONTRACTOR shall comply and require its officers, employees, agents and/or subcontractors to comply with all Health Insurance Portability and Accountability Act (HIPAA) regulations. CONTRACTOR shall adhere to patient confidentiality under California Welfare and Institution Code, Section 5328; Code of Federal Regulations, Title 45, Section 205.50; the Confidentiality of Medical Information Act, California Civil Code section 56, et seq.; and all applicable State and Federal statutes or regulations.
- CONTRACTOR agrees to sign and abide by the terms and conditions contained within Attachment A and B Special Terms and Conditions, including the Business Associate Agreement,

which is attached hereto and incorporated by reference herein. The provisions of the Attachment and Exhibits shall survive the termination of this agreement.

CONTRACTOR shall comply with the applicable privacy, security, and confidentiality requirements under any Mental Health Plan Agreement contract COUNTY has with the State Department of Health Care Services.

11. Compliance with Applicable Statutes, Ordinances and Regulations: CONTRACTOR shall comply with applicable Federal, State, County and local laws in performance of work under this Agreement.

Should Federal, State, County, local laws, rules, regulations or guidelines touching upon this Agreement be adopted or revised during the term hereof, CONTRACTOR shall comply with them or notify COUNTY, in writing, that it cannot so comply so that COUNTY may take appropriate action. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in California. CONTRACTOR shall comply with all laws applicable to wages and hours of employment, occupational safety, fire safety, health and sanitation. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

- a. **Compliance with Immigration Law:** CONTRACTOR shall employ only individuals who are in compliance with any and all current laws and regulations of the U.S. Department of Homeland Security, U.S. Citizenship and Immigration Service.
- b. **ADA Compliance:** CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 USC Sections 12101 et seq.). This includes, but is not limited to, facilities, parking lots, service counters and spaces, transportation, agendas, flyers, emails, online services, phone calls and group activities.
- c. **Drug Free Workplace:** CONTRACTOR shall comply with the provisions of Government Code section 8350 et seq., otherwise known as the Drug-Free Workplace Act.
- d. **Licenses and Permits:** CONTRACTOR represents and warrants to COUNTY that CONTRACTOR has all licenses, permits, certificates, qualifications and approvals of whatsoever nature, which are legally required for CONTRACTOR to practice its profession. CONTRACTOR shall ensure that its employees' licenses are current and valid

without limitations. CONTRACTOR shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services.

- e. **Suspension and Debarment:** By executing this Agreement, CONTRACTOR certifies that CONTRACTOR is not suspended, debarred, declared ineligible or otherwise excluded from by any Federal Department or Agency. CONTRACTOR acknowledges that this certification of eligibility to receive federal funds is a material term of the Agreement.

- 12. **Program and Patient Records:** CONTRACTOR agrees to comply with all applicable Medicaid laws, regulations, and contract provisions, including the terms of the 1915(b) Waiver and any Special Terms and Conditions. CONTRACTOR will maintain program and patient records for a minimum of ten (10) years after the end of the agreement. The State Department of Health Care Services, COUNTY and/or the appropriate audit agency shall have the right to audit, review and reproduce all records to evaluate the cost, quality, appropriateness and timeliness of services.

Clinical records, treatment and billing documents shall comply with federal and state regulations and County quality and timeliness standards. CONTRACTOR will be required to develop and implement a clinical record system which meets all County, State, and Federal requirements and clearly documents medical necessity for both treatment and billing services. CONTRACTOR will adhere to County policies and procedures for billing and claiming services. CONTRACTOR staff will participate in the COUNTY's training on clinical documentation and all electronic health record systems required for use. CONTRACTOR will participate in the COUNTY's medical records system. Records must be retained for ten (10) years following the discharge of the adult patient; for minor patients, records must be kept ten (10) years after the minor patient's nineteenth (19th) birthday.

- 13. **Program Reports:** CONTRACTOR shall provide monthly, bi-monthly or quarterly and annual program progress reports to the COUNTY on a schedule and in the format determined by COUNTY. CONTRACTOR will report progress and achievement on the program goals and measurable activities specified in Exhibit A. CONTRACTOR shall provide a copy to COUNTY of any regulatory citation or audit report received from any entity during the term of this agreement. CONTRACTOR shall maintain accurate and complete records for all activities and achievements reported to the COUNTY. COUNTY will initiate a corrective action plan if deficiencies are identified.

- 14. **Availability, Accessibility and Timeliness of Services:** CONTRACTOR shall maintain continuous availability and accessibility of covered services and facilities, service sites and personnel to provide the covered services as defined by the State and Federal "Access",

“Timely Access” and “Timeliness” standards. Such services shall not be limited due to budgetary constraints and will be provided to COUNTY beneficiaries residing in and outside of the COUNTY.

15. Cultural and Linguistic Proficiency:

- a. To ensure equal access to quality care by diverse populations, CONTRACTOR shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards.
- b. When the consumer served by CONTRACTOR is a non-English or limited-English speaking person, CONTRACTOR shall take all steps necessary to develop and maintain an appropriate capability for communicating in that consumer’s primary or preferred language to ensure full and effective communication between the consumer and CONTRACTOR staff. CONTRACTOR shall provide immediate translation to non-English or limited-English speaking consumers whose conditions are such that failure to immediately translate would risk serious impairment. CONTRACTOR shall provide notices in prominent places in the facility of the availability of free translation in necessary other languages.
- c. CONTRACTOR shall make available forms, documents and brochures in the San Joaquin County threshold languages of English and Spanish to reflect the cultural needs of the community.
- d. CONTRACTOR is responsible for providing culturally and linguistically appropriate services. Services are to be provided by professional and paraprofessional staff with similar cultural and linguistic backgrounds to the consumers being served.

16. Audit and Annual Review: CONTRACTOR shall comply with annual BHS staff site reviews of requested fiscal and programmatic documents evidencing work provided. CONTRACTOR’s receiving less than \$200,000 annually (fiscal year) from COUNTY are not required to obtain an annual external organizational audit, however, at the COUNTY’s discretion, the COUNTY reserves the right to request an external audit for any CONTRACTOR receiving COUNTY funds.

CONTRACTOR will comply with 42 CFR Parts 455. 104, 455.105, 1002.203 and 1002.3, in relation to the provision of information about provider business transactions, ownership and control, prior to entering into a contract and during re-certification and annual review.

Audits in accordance with 42 CFR 439.3(m) must be submitted within the earlier of thirty (30) days after receipt of the Certified Public Accountant's report or six months after the end of the CONTRACTOR's fiscal year period. The Audit Report shall be submitted to:

San Joaquin County Behavioral Health Services
Attn: Contract Management
1212 North California Street
Stockton, CA 95202

a. CONTRACTOR shall maintain accurate and complete records including a physical inventory of employee payroll timesheets. These records shall be preserved in accordance with recognized commercial accounting practices.

17. **Indemnification:** CONTRACTOR shall, at its expense, defend, indemnify and hold harmless COUNTY, (defined as the County of San Joaquin and its employees, officers, directors, contractors and agents) from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of CONTRACTOR, its employees, officers, agents or subcontractors.

CONTRACTOR shall hold the COUNTY, its officers and employees, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this Agreement.

COUNTY shall defend, indemnify, and hold harmless CONTRACTOR, employees, officers, directors, contractors and agents from and against all losses, liabilities, damages, penalties, costs and fees, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in part by the negligent or intentional actions or omissions of COUNTY's employees, officers, directors, contractors and agents.

18. **Insurance Requirements:** Contractor shall submit proof of insurance with liability limits as set forth below to COUNTY showing COUNTY, its officers, employees and agents named as Additional Insured. COUNTY insurance requirements must be met prior to starting work with San Joaquin County. CONTRACTOR agrees to be responsible to ensure that the requirements set forth are also to be met by CONTRACTOR's subcontractors. During the term of this Agreement, CONTRACTOR shall maintain and carry in full force insurance of the following types and minimum amounts with a company or companies as are acceptable to COUNTY, insuring CONTRACTOR while CONTRACTOR is performing duties under this Agreement:

- a. **Workers' Compensation and Employer's Liability:** A program of Workers' Compensation Insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including employer's liability with one million dollar (\$1,000,000) limits per accident for bodily injury or disease, covering all persons providing services on behalf of CONTRACTOR and all risks to such persons under this Agreement.
- b. **Commercial General Liability Insurance:** The policy shall have combined single limits for bodily injury or property damage including personal injury of not less than two million dollars (\$2,000,000), for each occurrence and aggregate.
- c. **Professional Liability** with \$1,000,000 limit as appropriately relates to services rendered including coverage for medical malpractice, cyber liability and/or errors and omissions.
- d. **Automobile Liability:** CONTRACTOR agrees to hold harmless and indemnify COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement. In addition, if vehicles are used to transport clients, CONTRACTOR shall maintain comprehensive automobile liability, with the following minimum limits:

Bodily injury each person	\$100,000
Bodily injury each occurrence	\$300,000
Property damage	\$100,000
Automobile liability umbrella coverage	\$1,000,000

- e. **Additional Named Insured:** All certificates of insurance except for workers' compensation and professional liability shall contain additional endorsements naming COUNTY and its officers, employees, agents, as additional insured with respect to liabilities arising out of performance of services.
- f. **Policies Primary and Non-Contributory:** All policies required above are to be primary and non-contributory with any self-insurance programs carried or administered by COUNTY.
- g. **Proof of Coverage:** CONTRACTOR shall immediately furnish certificates of insurance to COUNTY department administering the contract evidencing the insurance coverage, including endorsements above required, prior to the commencement of performance of services, which certificates shall provide that such insurance shall not be cancelled, reduced

or expire, without thirty (30) day's written notice to COUNTY. CONTRACTOR shall maintain such insurance and furnish to COUNTY certified copies of the certificates and all endorsements from the time CONTRACTOR commences performance of services hereunder until the completion of such services. If COUNTY elects to renew this Agreement, CONTRACTOR shall provide COUNTY with copies of the certificates and all endorsements for each additional term of this Agreement. All insurance shall be in a company or companies authorized by law to transact insurance business in the State of California.

h. **Liability:** Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR from liability in excess of such coverage, nor shall it preclude COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

19. **Conflict of Interest:** CONTRACTOR has read and is aware of the provisions of Sections 1090 et seq. and 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees and agrees to be bound thereby. CONTRACTOR certifies that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, COUNTY may immediately terminate this agreement by giving written notice thereof.

CONTRACTOR certifies that its employees and officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family or business ties.

Further, any member of CONTRACTOR's Board of Directors or officers is prohibited from working for CONTRACTOR except by consent of the DIRECTOR, which consent shall not be unreasonably withheld for exceptional or unusual circumstances.

20. **Nepotism:** Nepotism occurs when relatives are in the same chain-of-command. A management official or supervisor with authority to take personnel management actions may not select a relative for a position anywhere in CONTRACTOR's organization under his or her jurisdiction or control. Such persons having the authority to appoint, employ, promote, or advance person or to recommend such action, may not advocate or recommend a relative for a position in CONTRACTOR's organization. For purposes of this statement, relative is defined as a spouse,

parents, children, siblings, aunts or uncles, in-laws or step-parents or step-siblings. Except by consent of DIRECTOR, which consent shall not be unreasonably withheld for exceptional or unusual circumstances, no person shall be employed by CONTRACTOR who is in a direct chain-of-command or supervision with any relative, as defined above.

21. **Non-Exclusive Rights:** This Agreement does not grant to CONTRACTOR any exclusive privileges or rights to provide services to COUNTY. COUNTY may contract with other counties, private companies or individuals for similar services.
22. **Governing Law:** The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.
23. **Venue:** Venue for any action arising out of this Agreement shall be the County of San Joaquin, California.
24. **Entire Agreement:** This document contains the entire Agreement between the parties and supersedes oral or written understanding they may have had prior to the execution of this Agreement. If any ambiguity is created between this Agreement and its exhibits and/or attachments, this Agreement shall prevail.
25. **Severability:** Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.
26. **Enforcement of Remedies:** No right or remedy herein conferred on or reserved to COUNTY is exclusive of any other right or remedy herein or by law or equity provided or permitted but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.
27. **Modification, Amendments, and Waiver:** No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
28. **Exhibits and Attachments to Contract:** Additional provisions shall be attached hereto and incorporated herein as sequentially numbered exhibits and attachments and shall have the same force and effect as set forth in the Agreement.

29. **Headings:** Paragraph headings are not to be considered a part of this Agreement and are included solely for convenience of reference and are not intended to be full or accurate description of the contents thereof.
30. **Force Majeure:** Without affecting any right of termination set forth in this Agreement, either party may suspend this Agreement at any time because of strike of its personnel, war, declaration of state of national emergency, acts of God, or other cause beyond the control of the party, by giving the other party written notice of, and reason for, the suspension.
31. **Independent Contractor:** In the performance of work duties, and obligations imposed by this Agreement, CONTRACTOR is at all times acting as an independent contractor practicing his or her own profession and not as an employee of COUNTY. CONTRACTOR shall perform CONTRACTOR's work in strict accordance with approved methods and standards of practice in CONTRACTOR's professional specialty. The sole interest of COUNTY is to assure that CONTRACTOR's services are rendered in a competent and efficient manner in order to maintain the high standards of San Joaquin COUNTY. CONTRACTOR shall not have any claim under this Agreement or otherwise against COUNTY for vacation, sick leave, retirement benefits, social security or worker's compensation benefits. CONTRACTOR acknowledges the fact that it is an independent contractor and is in no way to be construed as an employee of COUNTY, nor are any of the persons employed by CONTRACTOR to be so construed. CONTRACTOR shall furnish all personnel, supplies, equipment, furniture, insurance, utilities, telephone and facilities necessary except as provided in Exhibit A. A copy of the CONTRACTOR's current professional, local, state or other business license required to conduct the services stated herein, will be provided to the COUNTY.
32. **Assignments:** This Agreement is binding upon COUNTY and CONTRACTOR and their successors. Except as otherwise provided herein, neither COUNTY nor CONTRACTOR shall assign, sublet or transfer its interest in this Agreement or any part thereof or delegate its duties hereunder without the prior written consent of the other. Any assignment, transfer, or delegation made without such written consent shall be void and shall be a material breach of this Agreement.
33. **Disputes and Remedies:** Notice of any disputes, claims, or breach raised by CONTRACTOR, arising under this Agreement, must be submitted, in writing, to COUNTY within ninety (90) days of the alleged dispute, claim, or breach. If such issues cannot be resolved within ninety (90) days following written notice, and if the parties mutually agree, the alleged dispute, claim, or breach may be submitted to arbitration. Arbitration, if expressly agreed upon in writing by COUNTY and CONTRACTOR, shall be pursuant to the provisions of California Code of Civil Procedure Section 1280, et seq.

- a. At the COUNTY's sole discretion, COUNTY may elect to raise a dispute, claim, or breach by submitting it, in writing, to CONTRACTOR. Such dispute, claim, or breach would include conditions and time constraints required of CONTRACTOR to remedy.
 - b. Neither the pendency of a dispute, claim, or breach nor its consideration will excuse the parties from full and timely performance in accordance with terms of this Agreement.
 - c. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of California for the County of San Joaquin, or the courts of the United States of America for the Eastern District of California, and in no other courts. CONTRACTOR hereby accepts such jurisdiction and venue and generally and unconditionally waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.
 - d. In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by either party's counsel shall be capped at the hourly rate charged by Deputy County Counsel IV attorneys in the office of the County Counsel of San Joaquin County, California.
34. **Green Purchasing Policy:** COUNTY has a Green Purchasing Policy; please go to website to view: [San Joaquin County Green Purchasing Policy](#). COUNTY has adopted an Environmentally Preferable Purchasing (EPP) Policy. EPP refers to the procurement of goods and services that lessen or reduce negative effect on human health and the environment when compared with competing goods and services that serve the same purpose. This comparison takes into consideration such things as: raw materials acquisition; production; manufacturing; packaging; distribution; reuse; disposal; energy efficiency; performance; safety and cost.

A primary goal of this policy is to encourage contractors/suppliers and departments to consider products and services that help minimize environmental impacts with price, performance and aesthetic considerations being equal. Contractors/suppliers are encouraged to offer products and services that meet legitimate "green" standards, e.g. products that possess independent third party certifications such as Energy Star, Green Seal, EcoLogo, EPEAT or FEMP (Federal Energy Management Program) standards. The County also

encourages offers of products made with minimal virgin materials and maximum use of recycled materials – again, price and performance essentially being equal.

- 35. Work Products, Marketing and Branding:** All reports, publications, brochures, letters of interest or other material for distribution to the public, which are produced and/or paid for by COUNTY funds, must be approved by BHS Contracts Management prior to publication and must state in writing that the program is funded by San Joaquin County Behavioral Health Services. In addition to the statement of funding, all proposed publication/media material must include the official San Joaquin County Greatness Grows Here logo or the Behavioral Health Services logo. The COUNTY will provide the official logo(s) to the CONTRACTOR.

CONTRACTOR must submit proposed publication/media material to BHS Contracts Management for review and approval a minimum of twenty (20) days prior to public release of any material. Within ten (10) days of receipt, BHS Contracts Management will provide the CONTRACTOR with written approval, suggested revisions or disapproval to print and/or disburse the publication/media material.

San Joaquin County BHS Contracts Management will review publication/media material for the following:

- a. County and/or BHS logo usage, placement, and funding statement
 - b. General user/reader friendliness, including literacy level appropriateness, spelling, and grammar.
- 36. Termination:** Either party to this Agreement may for any reason terminate this agreement at any time by giving to the other party thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.

If CONTRACTOR materially breaches the terms of this Agreement, COUNTY shall have the following alternative remedies:

- a. Immediately terminate the Agreement with CONTRACTOR.
- b. Complete the unfinished work, under this Agreement, with a different CONTRACTOR.
- c. All other remedies provided by law.

Upon written notice from State Department of Health Care Services to the COUNTY or CONTRACTOR that CONTRACTOR is not complying with law or regulation, this agreement shall be terminated immediately. CONTRACTOR is to supply promptly all information necessary for the reimbursement of any outstanding claims.

37. **Notices:** Notices concerning this agreement shall be given by regular mail address as follows:

COUNTY:

San Joaquin County
County Administration Building
44 North San Joaquin Street, Suite 640
Stockton, CA 95202

CONTRACTOR:

City of Tracy
Attn: Beth Lyons-McCarthy
Tracy Police Department
1000 Civic Center Drive
Tracy, CA 95376

COPY TO:

San Joaquin County
Behavioral Health Services
Attn: Contract Management
1212 North California Street
Stockton, CA 95202

IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above:

ATTEST: RACHÉL DEBORD,
Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California

COUNTY OF SAN JOAQUIN
a political subdivision of the
State of California

By: _____ (seal)
Clerk

By: _____
Charles Winn, Chairman
Board of Supervisors

Hereinabove referred to as "COUNTY"

By: _____
Nancy Young, Mayor
City of Tracy

Hereinabove referred to as "CONTRACTOR"

APPROVAL RECOMMENDED:

By: _____
Greg Diederich, Director
Health Care Services

By: _____
Tony Vartan, Director
Behavioral Health Services

APPROVED AS TO FORM:

Office of the County Counsel

By: _____
Rachael Allgaier,
Deputy County Counsel

3.	7460.01-003	Activities/Deliverables a. Capacity Building Collaboration, coordination, and planning with system partners (\$15,000.00) <ul style="list-style-type: none"> Ongoing compensation for Consultant to support the City of Tracy PD in developing an operations plan and overseeing the implementation, integration, and rollout of the Friendly Faces program Quarterly and Final Reporting <ul style="list-style-type: none"> Complete and submit quarterly report 	\$15,000.00	12/14/2023
4.	7460.01-003	Activities/Deliverables a. Capacity Building (1) Collaboration, coordination, and planning with system partners (\$8,000.00) <ul style="list-style-type: none"> Ongoing compensation for Consultant to support the City of Tracy PD in developing an operations plan and overseeing the implementation, integration, and rollout of the Friendly Faces program (Consultant) (2) Quarterly and Final Reporting <ul style="list-style-type: none"> Complete and submit quarterly report 	\$8,000.00	2/14/23
CONTRACT				
TOTAL			\$213,000.00	

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Program Integrity Requirements for Medi-Cal Funding Recipients

CONTRACTORS who provide services to San Joaquin County (SJC) Medi-Cal beneficiaries shall comply with the following Program Integrity requirements. The term CONTRACTOR includes the agency and the staff of the agency that enters into contract with San Joaquin County Behavioral Health Services (SJCBS) to provide services to SJC Medi-Cal beneficiaries.

1. Standards Of Conduct

SJCBS is committed to compliance, by letter and spirit, with all applicable federal, state, and local laws and regulations.

CONTRACTOR and its employees shall not engage in any activities that violate any laws, regulations, or rules, and shall adhere to the highest ethical standards of conduct in all business activities, including integrity, honesty, courtesy, respect and fairness.

CONTRACTOR and its employees are expected to promptly report any activities that may be in violation of any SJCBS policies, standards of conduct or any federal, state or local laws, regulations, rules or guidelines. Any violations or alleged violations may be disclosed anonymously.

CONTRACTOR and its employees are responsible for reading, understanding, and adhering to SJCBS policies regarding Program Integrity by signing SJCBS Standards of Conduct for Organizational Providers that will be provided by SJCBS.

2. Compliance Program

2.1 Federal Requirements:

San Joaquin County Behavioral Health Services (SJCBS) has implemented a Compliance Program in compliance with the Code of Federal Regulations (CFR), Title 42, Section 438.608, to guard against fraud, waste or abuse.

CONTRACTOR and its employees are required to comply with applicable state and federal regulations, and with SJCBS policies, procedures and standards, that are designed to detect, respond, prevent, and correct violations of those requirements. SJCBS shall review CONTRACTOR's continued compliance through periodic and/or ad-hoc auditing and monitoring of CONTRACTOR's activities as determined by SJCBS, in addition to site certification reviews conducted at least every three (3) years.

2.2 Disclosures of Ownership, Control and Relationship:

CONTRACTOR and its managing employees, including agents and managing agents, shall disclose the ownership, control, and relationship information, as required in 42 CFR Sections 455.101, 455.104 and 455.416.

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2.3 Consent to Criminal Background Checks:

- 2.3.1. CONTRACTOR is required to consent to criminal background checks as a condition of enrollment including fingerprinting when required to do so under State law or by the level of screening based on risk of fraud, waste or abuse as determined for that category of provider, per 42 CFR, Section 455.434(a). CONTRACTOR will disclose any managing employee or agent convicted of a crime related to federal health care programs.
- 2.3.2. CONTRACTOR or any person with a five percent (5%) or more direct or indirect ownership interest in the CONTRACTOR, meets the State Medicaid agency's criteria for criminal background checks as a "high" risk to the Medicaid program. Such CONTRACTOR or person is required to submit a set of fingerprints, per 42 CFR, Section 455.434(b)(1) and (2). The CONTRACTOR shall provide disclosures pursuant to 42 CFR Part 455.104 upon execution of a contract, extension or renewal, or within 35 days after any change in CONTRACTOR ownership.

2.4 Monitoring and Verification of Provider Eligibility (per 42 CFR, Section 455.436)

2.4.1 Compliance Sanction Check and Medi-Cal Certification:

In compliance with Federal and State regulations which prohibit affiliation with individuals or affiliates of individuals debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities, CONTRACTOR identified as a Covered Entity under HIPAA Regulations (Title 45, CFR, Section 160.103), shall conduct sanction checks verifying that new and current employees (prior to hiring and monthly thereafter) are not on the following exclusion databases to ensure CONTRACTOR's eligibility for reimbursement through Medicare and Medi-Cal funds:

- Office of Inspector General (OIG) Exclusion List at <http://exclusions.oig.hhs.gov>
- Medi-Cal List of Suspended or Ineligible Providers at www.medi-cal.ca.gov
- System for Award Management at <https://www.sam.gov>

Should the sanction check results in a positive match at any time, CONTRACTOR shall notify the SJCBS Compliance Officer at (209) 468-8750 no later than the next business day.

- 2.4.2 Verification of the Social Security Administration's Death Master File: CONTRACTOR is required to verify new and current (prior to hiring) employees are not on the Social Security Administration's Death Master File.

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- 2.4.3 Verification of the National Plan and Provider Enumeration System (NPPES):
CONTRACTOR is required to verify the accuracy of new and current (upon enrollment/re-enrollment) employees in the NPPES.
- 2.4.4. Documented Evidence:
CONTRACTOR shall keep documented evidence of all verification activities for SJCBS monitoring.

If any payment was made to CONTRACTOR for services provided by anyone of CONTRACTOR's staff that is on any of the above exclusion databases, that payment shall be subject to recovery and/or the basis for other sanctions by the appropriate authority (per Sections 1128 & 1128A of the Social Security Act; 42 CFR, Sections 438.214 and 438.610; and DMH Letter No. 10-05).

Service Verification:

In Compliance with Federal and State Requirements in 42 CFR, Sections 455.19a(2) and 455.20(a), regarding the certification of accurate data submitted by CONTRACTOR for reimbursement, CONTRACTOR shall comply with the verification methods as determined by SJCBS.

2.5 Mandatory Trainings:

CONTRACTOR shall ensure that all employees who assist in the performance of functions or activities as part of this agreement, or access or disclose protected health information (PHI), complete privacy and information security training and Compliance training within 30 days of hire and at least annually thereafter at CONTRACTOR's expense.

2.6 Documentation:

CONTRACTOR shall comply with SJCBS policies, procedures and standards regarding proper documentation of services and billing, including third-party verification of documentation before claiming. CONTRACTOR shall follow the rules of proper documentation to satisfy Medi-Cal audit requirements for reimbursement of Federal Financial Participation (FFP) and Early Periodic Screening Diagnosis and Treatment (EPSDT). Failure to provide required documentation in a timely manner may result in delayed or withheld payment to CONTRACTOR.

CONTRACTOR shall reimburse SJCBS for any and all internal and external audit disallowances that are the CONTRACTOR's responsibility.

CONTRACTOR shall provide services in compliance with authorization requirements, and shall reimburse SJCBS for unauthorized services, i.e.,

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services that cannot be billed to Medi-Cal because of the lack of a current Client Plan that authorizes those services.

2.7 False Claims:

CONTRACTOR shall be liable for knowingly presenting or causing to be presented, submitting or causing to be presented, a false or fraudulent claim, record or statement for payment (Federal False Claims Act - 31 United States Code, Chapter 37, Sections 3729-3733), and California False Claims Act - Government Code, Sections 12650-12656).

2.7.1 The federal civil penalty for each claim (or service billed) is \$ 5,500 to \$ 11,000 for each false claim, plus 3 times the amount of damages.

2.7.2 The state civil penalty for each claim (or service billed) is up to \$10,000 for each false claim, plus 3 times the amount of damages, and the costs of a civil action brought to recover any of those penalties or damages.

2.7.3 The criminal penalty for willfully making or causing to be made any false statement or representation of a material fact or any benefit or payment under a federal health care program, is a felony, and upon conviction, a fine of no more than \$25,000 or imprisonment of no more than 5 years, or both (42 USC, Section 1128B).

2.8 Whistleblower Protections

CONTRACTOR shall not discharge, demote, suspend, threaten, harass, or discriminate against an employee, because of lawful acts done by the employee in cooperating with the False Claims Acts, including investigation for, initiation of, testimony for, or assistance in an action filed or one in the process of being filed (31 USC, Section 3730h).

2.9 Indemnification

CONTRACTOR shall indemnify, defend and hold SJCBS, its officers and employees harmless from and against any and all claims, losses, liabilities, damages, demands, and actions arising out of CONTRACTOR's performance of this agreement.

2.10 Availability and Accessibility of Services

CONTRACTOR who also serves enrollees of commercial health plans (e.g. Health Plan of San Joaquin, Kaiser, Blue Shield, Blue Cross, etc.) is required to offer Medi-Cal beneficiaries at least the same hours of operation and access to services as he/she offers to commercial health plan enrollees.

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Practice Guidelines - *CONTRACTOR agrees to follow the clinical practice guidelines set forth by SJCBS (Practice Guidelines).*

Advance Directives - *CONTRACTOR is required to comply with SJCBS policies, procedures and requirements regarding Advance Directives, as set forth in 42 CFR, Sections 489.100 and 422.128.*

2.11 Beneficiary Problem Resolution Process

CONTRACTOR shall comply with applicable regulations and SJCBS policies and procedures regarding the Beneficiary Problem Resolution Process as described below:

2.12 For Mental Health Medi-Cal Providers:

CONTRACTOR shall comply with SJCBS policies and procedures regarding Beneficiary Problem Resolution Process in accordance with 42 CFR, Part 438, Subpart F, and Title 9, California Code of Regulations (CCR), Sections 1850.205-1850.208, and 1850.305.

The Beneficiary Problem Resolution Process includes processes for grievances, standard appeals and expedited appeals that enable beneficiaries to resolve concerns or grievances about any specialty mental health service-related issue. CONTRACTOR is required to resolve concerns as quickly and simply as possible.

2.13 For Substance Abuse Medi-Cal Providers:

CONTRACTOR shall comply with Title 22, California Code of Regulations (CCR, Section 51314.1(p) by informing beneficiaries of their right to a fair hearing related to the denial, involuntary discharge, or reduction in Drug Medi-Cal substance abuse services as it relates to their eligibility or benefits.

CONTRACTOR shall also comply with Title 9, California Code of Regulations (CCR, Section 10420(a) regarding the fair hearing protocol for program termination and notification of right to a fair hearing, and Sections 10906-10910 regarding the development of an informal complaint resolution process and for resolving complaints when a client believes he or she has been subject to discrimination based on ethnic group identification, religion, age, sex, color, or physical or mental disability.

3. Provision of Services

Services, benefits and facilities shall be provided to patients, or clients without regard to their race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, mental or physical handicap or disability, pregnancy, or military and/or veteran status, and no one shall be refused services because of the inability to pay for such service.

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Nondiscrimination in Services, Benefits and Facilities:

Consistent with the requirements of **applicable** federal law, such as Title 42 Code of Federal Regulations, Part 438.3(d)(3) and (4), and state law, Contractor and any subcontractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, mental or physical handicap or disability, pregnancy, or military and/or veteran status.

Contractor and any subcontractor shall comply with Title VI or the Civil Rights Act of 1964, Title 42 U.S.C., Section 2000d, and the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons and all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

For the purpose of this contract, distinctions on the grounds of race color, creed or national origin include but are not limited to the following: denying a participant any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he satisfied any admission, enrollment quota, eligibility, membership or the requirement or condition which individuals must meet in order to be provided any service or benefits; the assignment of times or places for the provision of services on the basis of the race, color, creed or national origin or the participant to be served. The County and all subcontractors will take affirmative action to ensure that intended beneficiaries are provided services without regard to their race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, mental or physical handicap or disability, pregnancy, or military and/or veteran status.

Procedure for Complaint Process: All complaints alleging discrimination in the delivery of services by the County and/or the subcontractor because of their race, age, color, gender, national origin, religion, sexual orientation, disability status, pregnancy, or military and/or veteran status, may be resolved by the State through the Department of Health Care Services' Affirmative Action Complaint Process.

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Notice of Complaint Process: The County and Contractor shall, subject to the approval of the Department of Health Care Services, establish procedures under which recipients of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health Care Services.

EXHIBIT C – ADDITIONAL FEDERAL GRANT CLAUSES

APPENDIX II TO PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Please review and check the appropriate boxes to determine the applicability of provisions to the federally funded contract or purchase order. In the event of any contradictions or inconsistencies between these provisions and the provisions of the Agreement itself, the terms of this Exhibit Z shall control.

§200.216 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

DEBARMENT AND SUSPENSION – Executive Orders 12549 and 12689

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180.22 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- a. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- b. This certification is a material representation of fact relied upon by San Joaquin County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the primary recipient and San Joaquin County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- c. The Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISCLOSURE REQUIREMENTS – Title 42, C.F.R. Part 455.104

Contractors and Network Providers of San Joaquin County Behavioral Health Services (SJCBS) are required to submit updated disclosures regarding their ownership and control to SJCBS upon submitting the provider application, before entering into or renewing the network provider's contracts, within 35 days after any change in the contractor/network provider's ownership, annually and upon request from the California State Department of Health Care Services (DHCS) during the re-validation of enrollment process under Title 42, Code of Federal Regulations (CFR) Part 455.104.

SJCBS shall provide DHCS with all disclosures before entering into a network provider contract with the provider and annually thereafter and upon request from DHCS during the re-validation of enrollment process under 42 Code of Federal Regulations, Part 455.104.

Disclosures to be provided:

- a. Name and address of any person (individual or corporation) with an ownership or control interest in the contractor or network provider;
- b. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- c. Date of birth and Social Security Number (in the case of an individual);
- d. Other tax identification number (in the case of a corporation with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any contractor in which the disclosing entity (or fiscal agent or managed care entity) has a five percent (5%) or more interest);
- e. Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the same or any other network provider of SJCBS as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in

- any contractor in which the disclosing entity (or fiscal agent or SJCBS) has a 5% or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling;
- f. The name of any other disclosing entity (or fiscal agent or managed care entity) in which SJCBS or contracting network provider has an ownership or control interest; and
 - g. The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

Disclosures may be submitted to:

San Joaquin County Behavioral Health Services
Attention: Compliance Officer
1212 North California Street
Stockton, CA 95202

§200.322 DOMESTIC PREFERENCES FOR PROCUREMENTS

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§200.323 PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

EQUAL EMPLOYMENT OPPORTUNITY

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

DAVIS-BACON ACT. 40 U.S.C. 3141-3148 (Contract > \$100,000)

The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or

REFERENCED IN PO 00000 _____ – REQUIRED FOR ALL FEDERAL FUNDED PROCUREMENTS.

District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

COPELAND “ANTI-KICKBACK” ACT.

- a. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Emergency Management Agency (“FEMA”) may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

TERMINATION FOR CAUSE AND CONVENIENCE.

- a. **Termination for cause.** The County reserves the right to cancel this contract if goods or services are not delivered as directed within the time specified. In case of default by Contractor, the County may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in the Bid and actual cost thereof to the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
- b. **Termination for convenience.** At any time, with or without cause, the County shall have the right, in its sole discretion, to terminate this contract by giving written notice to Contractor. There shall be no period of grace after giving the notice of termination. Termination shall become effective immediately upon the giving of notice by personal delivery or mail. The County shall pay Contractor as full compensation for performance up to the date of such termination: (1) the unit or pro rata bid price for the delivered and accepted portion of goods or work completed up to the point of termination; and (2) a reasonable amount, not otherwise recoverable from other sources by Contractor as approved by the County, with respect to the undelivered or unaccepted portion of this contract; provided compensation hereunder shall in no event exceed the total Bid price.

BYRD ANTI-LOBBYING AMENDMENT – 31 U.S.C. 1352
includes ATTACHMENT A

- a. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, provided in Attachment A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – 40 U.S.C. 3701-3708

- a. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this Provision, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this Provision, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this Provision.
- c. Withholding for unpaid wages and liquidated damages. San Joaquin County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this Provision.
- d. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this Provision and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this Provision.

CLEAN AIR ACT, FEDERAL WATER POLLUTION CONTROL ACT AND REMEDIES (Contract > \$150,000)

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq.
- b. The Contractor agrees to report each violation to San Joaquin County and understands and agrees that San Joaquin County will, in turn, report each violation as required to assure notification to the primary recipient, FEMA, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- d. In the event the Contractor breaches any part of the contract, the County may procure the articles or services from other sources and the Contractor must compensate the County for the difference between the price named in the Bid and actual cost thereof to the County shall be considered the prevailing market price at the time such procurement is made. Such payment may be deducted from any monies due, or that may thereafter become due to the Contractor. The exercise by the County of this remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

The contract is funded through a FEMA grant or cooperative agreement. If checked, Provisions 1 through 5 apply.

1. Access to Records.

- a. The Contractor agrees to provide the San Joaquin County, the primary recipient of the federal funding, if any, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

2. DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

3. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4. No Obligation by the Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

REFERENCED IN PO 00000_____ – REQUIRED FOR ALL FEDERAL FUNDED PROCUREMENTS.

5. Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Byrd Anti-Lobbying Amendment

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

**Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

ATTACHMENT A-STANDARD SUBCONTRACT TERMS AND CONDITIONS

Headings: Headings are for convenience of reference only and shall in no way affect interpretation of this Agreement.

Independent Contractor: Subcontractor is engaged as an independent contractor, and this Agreement shall not be construed as creating any other relationship. Subcontractor shall comply with all laws, and assume all risks incident to its status as independent contractor, and necessary to comply with specific requirements of this Agreement, including, but not limited to, payment of all applicable federal/state income taxes, associated payroll/business taxes, and licenses and fees.

No Agency: Subcontractor, its employees, agents or assigns, shall not represent, act or purport to act, or be deemed to be an agent, representative, or employee of AHP, or commit or obligate AHP to any other person or party.

Lower-Tier Consultants/Subcontractors: AHP's prior written approval is required to obtain services of consultants or lower-tier Subcontractors; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies.

No Assignment: This Agreement is for professional services, and the Agreement, or any duties/obligations imposed shall not be assigned, delegated or otherwise transferred.

Changes to be Made in Writing: Unless otherwise specified that AHP may make a unilateral modification, no understanding, agreement, modification, change order, or other matter affecting this Agreement shall be binding, unless in writing, signed by both parties' Contracting Officer. No handwritten changes shall be effective unless initiated by each Contracting Officer.

Limitation of Liability upon Termination: AHP's maximum aggregate liability to Subcontractor is limited to the total dollar amount of work properly performed by Subcontractor up to the effective date of termination, together with any authorized travel, or authorized expenses incurred under the Agreement that cannot be canceled. AHP is not liable for any special, indirect, incidental, consequential, or punitive damages, nor for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of this Agreement, even if advised of the possibility of such damages.

Force Majeure: Neither party shall be liable to the other for loss or damages due to failure or delay in rendering performance caused by circumstances beyond its reasonable control, if such failure could not have been overcome by the exercise of due diligence, due care, or foresight. Causes may include, but are not limited to, acts of God or a public enemy; wars; acts of terrorism; riots; fires; floods; epidemics; quarantine restrictions; labor disputes; strikes; defaults of subcontractors/vendors; failure/delays in transportation; unforeseen freight embargoes; unusually severe weather; or any law/order/regulation/request of a state or local government entity, the US Government, or of any agency, court, commission, or other instrumentally of any such governments. Times of performance under this Agreement may be appropriately extended for excused delays if the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

Scientific Misconduct: Subcontractor shall immediately report to AHP any instance of scientific misconduct or fraud related to performance of work under this Agreement.

Warranty: Unless a different warranty is specified, Subcontractor warrants all services provided and products delivered will be free from defect in materials and/or workmanship, and will be fit for the purpose intended, and will conform to the specifications of the statement of work. In the event of a breach AHP may complete the work and seek all remedies available in law or equity.

Notices: Notices shall be in writing, sent by USPS Certified Mail-RRR, or any overnight delivery/courier service, and notice shall be deemed given when personally delivered, (or three (3) days after being sent by prepaid certified U.S. mail).

Litigation: Subcontractor shall provide written notice to AHP of any litigation that relates to the services under this contract, or that has the potential to impair its ability to fulfill this contract, including but not limited to financial, legal or other situations.

Publicity: Without prior written approval of the other, neither party shall use the other's name or make reference to the other party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is required by legal, accounting, or regulatory requirements beyond the disclosing party's reasonable control. Use of either party's name may be made in internal documents, annual reports, proposals, etc. which may identify the existence of the project by title, principal investigator or project director, sponsor, period of funding, amount of award and brief abstract of the project. This Section shall survive expiration/termination of this Agreement.

Restrictions on Hiring: During the period of this Agreement, and for a period of two (2) years after its termination, neither party shall directly or indirectly, induce or solicit (or authorize or assist in the taking of any such actions by any third party) any employee or consultant of the other party to leave his/her business association with that party. Parties are not be restricted in the right to solicit or recruit generally in the media.

Survival: Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration/termination of this Agreement.

Validity and Waiver: The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. Waiver of a breach of any provision shall not constitute a waiver of any subsequent breach of that provision, or a breach of any other provision. AHP's failure to enforce any provision of this Agreement shall not be construed as a waiver. Only AHP's Contracting Officer has the authority to waive any term or condition of this Subcontract on behalf of AHP.

Interpretation: This Agreement shall be interpreted and construed in accordance with its fair meaning, and not strictly for or against either party, regardless of who may have drafted it or any specific provision.

Third Party Beneficiaries: This Agreement shall not be construed so as to give any person or entity, other than the parties, any legal or equitable claim or right.

Counterparts/Other Instruments: The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. The parties shall properly make, execute, and deliver such other and further instruments as may be reasonable, necessary, desirable, or convenient to give full force and effect to this Agreement.

Binding Effect: This Agreement shall be binding upon the parties, their successors and assigns.

ATTACHMENT B

1. Federal Equal Opportunity Requirements

- a. The Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Subcontractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or AHP, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Subcontractor will, in all solicitations or advancements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Subcontractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Subcontractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Subcontractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Subcontractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Subcontractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the

Subcontractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Subcontractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Subcontractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or AHP may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Subcontractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by AHP, the Subcontractor may request in writing to AHP, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are authorized to be reimbursed with Agreement funds.)

Reimbursement for travel and/or per diem expenses from AHP under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit in Attachment B-Special Subcontract Requirements. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to California Department of Human Resources (CalHR) rates may be approved by AHP upon the submission of a statement by the Subcontractor indicating that such rates are not available to the Subcontractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by AHP or DHCS or expenses for said items are reimbursed by funds with state or federal funds provided under this Agreement.

a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of less than \$5,000

with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. In special circumstances, determined by AHP (e.g., when AHP has a need to monitor certain purchases, etc.), AHP may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. AHP reserves the right to either deny claims for reimbursement or to request repayment for any Subcontractor purchase that AHP determines to be unnecessary in carrying out performance under this Agreement.
- d. The Subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. AHP and the State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Subcontractor at any time.
- e. For all purchases, the Subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Subcontractor for inspection or audit.
- f. AHP may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Subcontractor no less than 30 calendar days written notice.

4. **Equipment/Property Ownership / Inventory / Disposition**

(Applicable to agreements in which equipment/property is furnished by DHCS and/or AHP when said items are purchased or reimbursed by DHCS with state or federal funds provided under this Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with Agreement funds or furnished by AHP under the terms of this Agreement shall be considered state equipment and the property of AHP and DHCS.

- (1) **Reporting of Equipment/Property Receipt** - AHP requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by AHP or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Subcontractor shall report the receipt to the AHP. To report the receipt of said items and to receive property tags, Subcontractor shall use a form or format designated by AHP. If the appropriate form does not accompany this Agreement, Subcontractor shall request a copy from AHP.

- (2) **Annual Equipment/Property Inventory** - If the Subcontractor enters into an agreement with a term of more than twelve months, the Subcontractor shall submit an annual inventory of state equipment and/or property to the AHP using a form or format designated by AHP. If an inventory report form does not accompany this Agreement, Subcontractor shall

request a copy from AHP. Subcontractor shall:

- (a) Include in the inventory report, equipment and/or property in the Subcontractor's possession and/or in the possession of a subcontractor (including independent consultants).
 - (b) Submit the inventory report to AHP according to the instructions appearing on the inventory form or issued by AHP.
 - (c) Contact AHP to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by AHP.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
 - c. Unless otherwise stipulated, AHP or DCHS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
 - d. The Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
 - (1) In administering this provision, AHP may require the Subcontractor to repair or replace, to AHP's satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Subcontractor shall promptly submit one copy of the theft report to AHP.
 - e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by AHP under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
 - f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Subcontractor shall provide a final inventory report of equipment and/or property to AHP and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to AHP. Final disposition of equipment and/or property shall be at AHP expense and according to AHP instructions. Equipment and/or property disposition instructions shall be issued by AHP immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, AHP OR DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

5. Subcontract Requirements

- a. AHP reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Subcontractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from AHP requiring the substitution and/or termination of a subcontract, the Subcontractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

- b. Actual subcontracts (i.e., written agreement between the Subcontractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of AHP. AHP may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by AHP.
- c. Subcontractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by AHP, make copies available for approval, inspection, or audit.
- d. AHP assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Subcontractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- e. The Subcontractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- f. The Subcontractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- g. The subcontractor agrees to maintain and preserve, until three years after termination of Agreement No. 21-10349 and final payment from AHP, to permit AHP or DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.
- h. Unless otherwise stipulated in writing by AHP, the Subcontractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- i. Subcontractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7,8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Subcontractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Subcontractor under this Agreement shall be paid by the Subcontractor to AHP so that AHP can pay DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by AHP under this Agreement.

1. Audit and Record Retention

- a. The Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Subcontractor agrees that AHP, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation

pertaining to the performance of this Agreement. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subcontractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)

- d. The Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

- e. The Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- f. The Subcontractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

2. Site Inspection

AHP, DHCS and or SAMHSA has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Subcontractor, the Subcontractor shall provide and shall require subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

3. Federal Contract Funds

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, the Agreement shall be amended to reflect any reduction in funds.

- d. AHP and DHCS has the option to invalidate or cancel the Agreement with 30 days advance written notice or to amend the Agreement to reflect any reduction in funds.

4. Intellectual Property Rights

a. Ownership

- (1) Except where AHP has agreed in a signed writing to accept a license, AHP or DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Subcontractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Subcontractor may access and utilize certain of AHP's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Subcontractor shall not use any of AHP's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of AHP. Except as otherwise set forth herein, AHP shall not give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Subcontractor accesses any third-party Intellectual Property that is licensed to AHP, Subcontractor agrees to abide by all license and confidentiality restrictions applicable to AHP in the third-party's license agreement.
- (4) Subcontractor agrees to cooperate with AHP in establishing or maintaining AHP's and/or DHCS exclusive rights in the Intellectual Property, and in assuring AHP's or DHCS' sole rights against third parties with respect to the Intellectual Property. If the Subcontractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Subcontractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to AHP and/or DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or AHP and which result directly or indirectly from this Agreement or any subcontract.

- (5) Subcontractor further agrees to assist and cooperate with AHP/DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce AHP'S Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement, Subcontractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Subcontractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Subcontractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Subcontractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Subcontractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Subcontractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of AHP or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Subcontractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Subcontractor in connection with Subcontractor's performance of this Agreement shall be deemed "works made for hire". Subcontractor further agrees that the work of each person utilized by Subcontractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Subcontractor or that person has entered into an agreement with Subcontractor to perform the work. Subcontractor shall enter into a written agreement with any such person that: (i) all work performed for Subcontractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to AHP and/or DHCS to any work product made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or AHP and which result directly or indirectly from this Agreement, shall include AHP's or DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], This material may not be reproduced or disseminated without prior written permission from AHP." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Subcontractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Subcontractor hereby grants to AHP and/or DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically

included within the Agreement's scope of work, then Subcontractor agrees to assign to AHP and/or DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist AHP and/or DHCS in securing United States and foreign patents with respect thereto.

e. **Third-Party Intellectual Property**

Except as provided herein, Subcontractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Subcontractor or third party without first: (i) obtaining AHP's prior written approval; and (ii) granting to or obtaining for AHP and/or DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Subcontractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and AHP determines that the Intellectual Property should be included in or is required for Subcontractor's performance of this Agreement, Subcontractor shall obtain a license under terms acceptable to AHP and/or DHCS.

f. **Warranties**

(1) Subcontractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Subcontractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS or AHP and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Subcontractor.
- (d) Neither Subcontractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to AHP or DHCS in this Agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subcontractor's performance of this Agreement.

- (2) AHP NOR DHCS MAKE NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

- (1) Subcontractor shall indemnify, defend and hold harmless AHP and DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Subcontractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subcontractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of AHP's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DCHS or AHP and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. AHP reserves the right to participate in and/or control, at Subcontractor's expense, any such infringement action brought against AHP.
- (2) Should any Intellectual Property licensed by the Subcontractor to AHP under this Agreement become the subject of an Intellectual Property infringement claim, Subcontractor will exercise its authority reasonably and in good faith to preserve AHP's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to AHP. AHP shall have the right to monitor and appear through its own counsel (at Subcontractor's expense) in any such claim or action. In the defense or settlement of the claim, Subcontractor may obtain the right for AHP to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, AHP shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Subcontractor agrees that damages alone would be inadequate to compensate AHP or DHCS for breach of any term of this Intellectual Property Exhibit by Subcontractor. Subcontractor acknowledges AHP or DHCS would suffer irreparable harm in the event of such breach and agrees AHP shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

Based upon this Agreement is funded by the federal government, AHP and DHCS may acquire and maintain the Intellectual Property rights, title, and ownership which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property

throughout the world in any manner for governmental purposes and to have the permit others to do so.

5. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

6. Prior Approval of Training Seminars, Workshops or Conferences

Subcontractor shall obtain prior AHP approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Subcontractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Subcontractor to conduct routine business matters.

7. Confidentiality of Information

- a. The Subcontractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Subcontractor and its employees, agents shall not use such identifying information for any purpose other than carrying out the subcontractor's obligations under this Agreement.
- c. The Subcontractor and its employees, agents shall promptly transmit to the AHP Contract Office or Project Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Subcontractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than AHP without prior written authorization from the AHP Contract Office or Project Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identify shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by AHP/DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more

exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

8. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publication, written reports and documents are developed or produced. Government Code Section 7650.)

Any document, publication or written report (excluding progress reports, financial reports, and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

9. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Subcontractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

10. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

b. By signing this Agreement, the Subcontractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

(6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Subcontractor is unable to certify to any of the statements in this certification, the Subcontractor shall submit an explanation to AHP and the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Subcontractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

11. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs with directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Subcontractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Subcontractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

12. Covenant Against Contingent Fees

The Subcontractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Subcontractor for the purpose of securing business. For breach or violation of this warranty, AHP shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the fully amount of such commission, percentage, and brokerage or contingent fee.

13. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities)
Unless waived or otherwise stipulated in this Agreement, AHP may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until AHP receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

14. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

15. Four-Digit Date Compliance

(Applicable to agreements in which Technology (IT) services are provided to AHP or if IT equipment is procured.)

Subcontractor warrants that it will provide only Four-Digit Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere herein.

16. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)
Subcontractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright law.

17. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e. procurement of goods and/or services). Subcontractors shall take all of the following steps to further this goal.

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intended to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms, and women's business enterprises.

18. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Subcontractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

19. Union Organizing

(Applicable only to grant agreements.)

Subgrantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Subgrantee, by signing this Agreement hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote, or deter union organizing.
- b. Subgrantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Subgrantee shall, where state funds are not designated as described in herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Subgrantee makes expenditures to assist, promote or deter union organizing, Subgrantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Subgrantee shall provide those records to the Attorney General upon request.

20. Agreement Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

1. Compensation for personal services paid currently or accrued by the Subcontractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
2. Directors and executive committee member's fees.
3. Incentive awards and/or bonus incentive pay.
4. Allowances for off-site pay.
5. Location allowances.
6. Hardship pay.
7. Cost-of-living differentials.

c. Specific allowable fringe benefits include:

1. Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e. health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

1. Be necessary and reasonable for the performance of the Agreement.
2. Be determined in accordance with generally accepted accounting principles.
3. Be consistent with policies that apply uniformly to all activities of the Subcontract.

e. Subcontractor agrees that all fringe benefits shall be at actual cost.

21. Suspension or Stop Work Notification

- a. AHP may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Subcontractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- a. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of

the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from AHP. The resumption of work (in whole or part) will be at AHP's discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

(1) Within 90 days of the issuance of a suspension or stop work notification, AHP shall either:

(a) Cancel, extend, or modify the suspension or stop work notification; or

(a) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

b. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Subcontractor may resume work only upon written concurrence of AHP.

c. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or agreement terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

d. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, AHP shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

e. AHP shall not be liable to the Subcontractor for loss of profits because of any suspension or stop work notification issued under this clause.

22. Public Communications

"Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

A. Ensure visual-impaired, hearing impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

23. Compliance with Statutes and Regulations

a. The Subcontractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor's performance under the Agreement.

b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431; subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR 434; Title 45 CFR Part 75, subpart D; and title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

24. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

1. Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant or subgrant, which is subject to Section 1352 of the 31, U.S.C., are which exceeds \$100,000 at any tier, shall file a certification (in the form set

forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

2. Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with an agreement, or grant or any extension or amendment of that agreement, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
3. Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure from previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - c. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
4. Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
5. All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to AHP Contract Office or Project Manager.

b. Prohibition

Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, or agreement, grant, loan or cooperative agreement.

25. Avoidance of Conflicts of Interest by Subcontractor

1. AHP intends to avoid any real or apparent conflict of interest on the part of the Subcontractors, or employees, officers and Directors of the subcontractors. This AHP reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Subcontractor to submit additional information or a plan for resolving the conflict, subject to AHP review and prior approval.
2. Conflicts of interest include, but are not limited to:
 - a. An instance where the subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement.
 - b. An instance where the subcontractor's employees, officers, or Directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

3. If AHP is or becomes aware of a known or suspected conflict of interest, the Subcontractor will be given an opportunity to submit additional information or to resolve the conflict. A Subcontractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by AHP to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by AHP and cannot be resolved to the satisfaction of AHP, the conflict will be grounds for terminating the Agreement. AHP may, at its discretion upon receipt of a written request from the Subcontractor, authorize an extension of the timeline indicated herein.

26. Subcontractor Conduct and Filing Requirements

- A. When a Subcontractor performs work on DHCS premises, the Subcontractor shall follow and adhere to all DHCS policies and procedures including, but not limited to, those governing health and safety, nondiscrimination, appropriate vehicle use, travel reimbursement, security and confidentiality of information, incompatible activities, acceptable employee conduct, information technology protocols and requirements, workplace violence prevention, and conflict of interest filing instructions (if applicable). Subcontractors may not access DHCS confidential, personal, or sensitive information until they have been trained on the DHCS policies and procedures for information privacy and security and sign a Confidentiality Statement. The training may be accomplished through on-line Privacy/Security Training on the DHCS Intranet.
- B. Certain Subcontractors designated by the DHCS' Conflict of Interest Code are required to complete and file a Statement of Economic Interests, Form 700. The Subcontractor agrees that if the Director of DHCS or his/her designee determines that a Statement of Economic Interests, Form 700, is required based upon the nature of the services that are to be performed, the Subcontractor shall be so notified by DHCS and the Subcontractor shall obtain a Form 700 and filing instructions from DHCS' Personnel Office or the Fair Practices Commission and fully complete the Form 700. The Subcontractor shall file the completed Form 700 in a timely manner with the DHCS Personnel Office and submit a copy to the DHCS Program Contract Manager. Failure to obtain, complete or file a Form 700 in a timely manner as instructed by DHCS, may result in immediate contract termination or Subcontract substitution/replacement.

27. Prohibited Follow-on Subcontracts

- A. No person, firm or subsidiary thereof who has been awarded a subcontract agreement may submit a bid for, nor be awarded an agreement for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end production of this Subcontract agreement.
- B. Paragraph A does not apply at any person, firm or subsidiary thereof who is awarded a subcontract agreement which totals more than 10 percent of the total monetary value of the consulting services agreement.
- C. Paragraphs A and B do not apply to subcontract agreements subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.

State of California
Department of Health Care Services
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding, or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

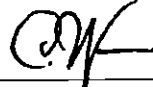
San Joaquin County Behavioral Health Services

Charles Winn

Name of Subcontractor

Printed Name of Person Signing for Subcontractor

7460 CA Mobile Crisis-SJ-01



Contract/Grant Number

Signature of Person Signing for Subcontractor

4/5/22

Chairman, Board of Supervisors

Date

Title

After execution by or on behalf of Subcontractor, please return to:
California Department of Health Care Services

Travel Reimbursement Information

(Lodging and Per Diem Reimbursement - Effective for travel on/after January 1, 2021)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
 - a. Reimbursement for travel and/or per diem shall be at the rates established for non-represented/excl used state employees. Exceptions to California Department of Human Resources (CalHR) lodging rates may be approved by the Department of Health Care Services (DHCS) upon the receipt of a statement on/with an invoice indicating that State employee travel rates are not available.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters, or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spend the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this document to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

1) Lodging (with receipts*):

Travel Location/Area	Reimbursement Rate
AH counties (except the counties identified below)	\$ 90.00 plus tax
Counties of Sacramento, Napa, Riverside	\$ 95.00 plus tax
Marin	\$110.00 plus tax
Counties of Los Angeles (except City of Santa Monica), Orange, Ventura, and Edwards AFB	\$120.00 plus tax
Counties of Monterey and San Diego	\$125.00 plus tax
Counties of Alameda, San Mateo, and Santa Clara	\$140.00 plus tax
City of Santa Monica	\$150.00 plus tax
San Francisco	\$250.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of DHCS or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment

2.) Meal/Supplemental Expenses: With substantiating receipts, a contractor may claim actual expenses. Incurred up to the following maximum reimbursement rates for each full 24-hour period of travel.

Meals/Expense	Reimbursement Rate
Breakfast	\$7.00
Lunch	\$11.00
Dinner	\$23.00
Incidental expenses	\$5.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior DHCS written or verbal approval. Verbal approval shall be confined in writing (email or memo).
 - e. In computing allowances for continuous periods of travel of less than 24 hours, consult the Per Diem Reimbursement Guide.
 - f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours unless expenses are incurred at least 50 miles from headquarters.
2. If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, DHCS shall inform the subcontractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change. At DHCS' discretion, changes or revisions made by DHCS to this exhibit, excluding travel reimbursement policies established by CalHR may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by DHCS program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by CalHR.
 3. For transportation expenses. The subcontractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipt pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
 4. Auto mileage reimbursement: If a subcontractor uses his/her or a company car for transportation, the rate of reimbursement will be 0.56 cents maximum per mile. If a subcontractor uses his/her or a company car "in lieu of airfare, the air coach fare will be the maximum paid by the State. The subcontractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
 5. The subcontractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
 6. Subcontractors are to consult with program funding the contract to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period:	And this condition exists:	Meal allowed with receipt:
Less than 24 hours	<ul style="list-style-type: none"> • Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m. • Trip ends at least one hour after the regularly scheduled workday ends or begins at or before 4:00 p.m. and ends after 7:00 p.m. <p><i>Lunch or Incidentals cannot be claimed on one-day trips.</i></p>	Breakfast Dinner
24 hours or more	<ul style="list-style-type: none"> • Trip begins at or before 6:00 a.m. • Trip begins at or before 11:00 a.m. 	Breakfast Lunch
	<ul style="list-style-type: none"> • Trip begins at or before 5:00 p.m. 	Dinner
More than 24 hours	<ul style="list-style-type: none"> • Trip ends at or after 8:00 a.m. • Trip ends at or after 2:00 p.m. 	Breakfast Lunch
	<ul style="list-style-type: none"> • Trip ends at or after 7:00 p.m. 	Dinner

The following meals may not be claimed for reimbursement: meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and/or continental breakfasts such as rolls, juice, and coffee are not considered to be a meal.

No meal expense may be claimed for reimbursement more than once in any given 24-hour period.

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)
2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.
4. Subcontractor, the Covered Entity, understands that Business Associate may create, receive, maintain, transmit to DHCS or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
 - 4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
 - 4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Business Associate is acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. Business Associate and Subcontractor are each a party to this Agreement and are collectively referred to as the "parties."
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Business Associate.** Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of Covered Entity, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by Business Associate.
 - 7.1 **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.
8. **Compliance with other Applicable Law**
 - 8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through

HIPAA, Business Associate agrees:

- 8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned: and
- 8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.
- 8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
- 8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

- 9.1 Nondisclosure. Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.
- 9.2 Safeguards and Security.
 - 9.2.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.
 - 9.2.2 Business Associate shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to
 - 9.2.2.1 NIST SP 800-53 - National Institute of Standards and Technology Special Publication 800-53
 - 9.2.2.2 FedRAMP - Federal Risk and Authorization Management Program
 - 9.2.2.3 PCI-PCI Security Standards Council
 - 9.2.2.4 ISO/IEC 27002 - International Organization for Standardization/International Electrotechnical Commission standard 27002
 - 9.2.2.5 IRS PUB 1075 - Internal Revenue Service Publication 1075
 - 9.2.2.6 HITRUST CSF - HITRUST Common Security Framework
 - 9.2.3 Business Associate shall employ FIPS 140-2 compliant encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and

appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.3 **Business Associate's Agent.** Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. **Mitigation of Harmful Effects.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.
11. **Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.
12. **Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.
13. **Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.
14. **Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to AHP in the performance of such obligation.
15. **Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of Covered Entity available to Covered Entity upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.
16. **Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, Covered Entity that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify Covered Entity of the conditions that make the return or destruction infeasible, shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
17. **Special Provision for SSA Data.** If Business Associate receives data from or on behalf of Covered Entity that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between Covered Entity, Business Associate shall provide, upon request by Covered Entity, a list of all employees and agents and employees who have access to such data.
18. **Breaches and Security Incidents.** Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to OHCS.

18.1.1 Business Associate shall notify Covered Entity Immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to Covered Entity.

18.1.2 Business Associate shall notify Covered Entity within 24 hours by email (or by telephone if Business Associate is unable to email Covered Entity) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

18.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

18.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

18.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

18.1.2.4 Potential loss of confidential information affecting this Agreement.

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

18.1.2.5 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.2.6 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

18.2 Investigation. Business Associate shall immediately investigate such security incident or confidential breach.

18.3 Complete Report. To provide a complete report of the investigation to Covered Entity contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If Covered Entity requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide Covered Entity with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. Covered Entity will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

18.3.1 If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from Covered Entity within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

18.4 Notification of Individuals. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated

with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

18.5 Responsibility for Reporting of Breaches to Entities Other than Covered Entity. If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19. Responsibility of Covered Entity. Covered Entity agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement

20.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify Covered Entity unless it is legally prohibited from doing so.

21. Termination

21.1 Termination for Cause. Upon Covered Entity's knowledge of a violation of this Agreement by Business Associate, Covered Entity may in its discretion:

21.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by Covered Entity; or

21.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings. Covered Entity may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions

22.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

22.2. Amendment.

22.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

22.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

- 22.3 Assistance In Litigation or Administrative Proceedings.** Business Associate shall make itself and its employees and agents available to Covered Entity at no cost to Covered Entity to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.
- 22.4 No Third-Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.
- 22.5 Interpretation.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.
- 22.6 No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Before the Board of Supervisors
County of San Joaquin, State of California

B-22-332

APPROVE INCREASED FUNDING OF \$213,000 FROM THE STATE DEPARTMENT OF HEALTH CARE SERVICES MOBILE CRISIS PROGRAM FROM JULY 1, 2022 TO FEBRUARY 14, 2023, APPROVE THE AGREEMENT WITH THE CITY OF TRACY POLICE DEPARTMENT FROM JULY 1, 2022 TO FEBRUARY 14, 2023 FOR THE AMOUNT OF \$213,000, AND RELATED BUDGET ADJUSTMENTS (4/5THS VOTE REQUIRED)

THIS BOARD OF SUPERVISORS DOES HEREBY:

1. Authorize the Chair to sign Contract 7460-CA Mobile Crisis-County of San Joaquin SJ-01G with the State Department of Health Care Services in the Amount of \$213,000, from July 1, 2022 to February 14, 2023; and
2. Authorize the Chair to sign the Agreement with the City of Tracy Police Department Familiar Faces alternative police program, from July 1, 2022 to February 14, 2023, for \$213,000; and
3. Approve an increase in appropriations and estimated revenue of \$213,000 to the 2022-2023 Mental Health Services budget #4040500000 (4/5ths vote required).

I HEREBY CERTIFY that the above order was passed and adopted on June 21, 2022 by the following vote of the Board of Supervisors, to wit:

MOTION: Rickman/Miller/5

AYES: **Villapudua, Miller, Patti, Rickman, Winn**

NOES: **None**

ABSENT: **None**

ABSTAIN: **None**

ATTEST: RACHÉL DeBORD
Clerk of the Board of Supervisors
County of San Joaquin
State of California



By: **Rachél DeBord**

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING A COMMUNITY SERVICE AGREEMENT WITH SAN JOAQUIN COUNTY TO RECEIVE A FUNDING ALLOCATION IN THE AMOUNT OF \$213,000 AND APPROPRIATION TO THE POLICE DEPARTMENT'S OPERATIONAL BUDGET TO SUPPORT THE HOMELESS OUTREACH "FAMILIAR FACES" PROGRAM

WHEREAS, the Tracy Police Department, working in partnership with the County of San Joaquin Behavioral Health Services, identified an opportunity to apply for a \$213,000 grant through the State of California's Behavioral Health Justice Intervention Services; and

WHEREAS, the County of San Joaquin applied and was awarded the grant with Tracy Police Department as a sub-awardee; and

WHEREAS, on June 21, 2022, the San Joaquin County Board of Supervisors approved the \$213,000 grant funding allocation to support the Tracy Police Department's Familiar Faces Program; and

WHEREAS, the goal of the Familiar Faces program is to identify and establish contact with unsheltered individuals through referrals or calls for police service and would offer an alternative response to police calls; and now, therefore be it

RESOLVED: That the City Council of the City of Tracy hereby approves the Community Service Agreement with San Joaquin County to receive a funding allocation in the amount of \$213,000 and appropriation to the Police Department's operational budget to support the homeless outreach "Familiar Faces" program.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on August 16, 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 \$13,777 FROM THE 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR FUNDING EQUIPMENT, TECHNOLOGY, AND OTHER MATERIAL DIRECTLY RELATED TO BASIC LAW ENFORCEMENT FUNCTIONS, APPROVING THE APPROPRIATION TO THE POLICE DEPARTMENT BUDGET FOR FISCAL YEAR 22/23, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AWARD ACCEPTANCE

EXECUTIVE SUMMARY

The City of Tracy has been awarded \$13,777 from the federal Justice Assistance Grant (JAG) Program for funding technology and equipment for law enforcement officers. This report recommends that the City of Tracy accept the grant and authorize an appropriation of \$13,777 to the Tracy Police Department budget for fiscal year 2022/2023.

DISCUSSION

The Edward Byrne Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

Agencies are allowed to use this grant to support law enforcement related to procuring equipment, technology, and other material directly related to basic law enforcement functions.

The Tracy Police Department has determined that the most appropriate use of this grant is to purchase entry kits to assist officers in breaching locked and barricaded doorways. Entry kits are an essential piece of equipment for our patrol officers. Recent school shootings that have made national headlines have highlighted the need for officers to be well equipped with the safety equipment needed to do their jobs. The recent Uvalde, Texas school shooting demonstrated a real world need for officers to be able to defeat locked or barricaded doorways. The entry kits requested will outfit our school resource officer patrol cars and the vehicles used during school hours with the necessary tools to open locked or barricaded doors.

The purchase will include 26 Halligan and Sledge breaching tool kits and 26 bolt cutters.

STRATEGIC PLAN

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

FISCAL IMPACT

The City of Tracy will receive \$13,777 from the 2022 Edward Byrne Memorial Justice Assistant Grant (JAG). There is no negative impact to the current fiscal budget as no City match is required. Accepting this grant funding requires the funds to be appropriated from the Edward Byrne Memorial Justice Assistant Grant (JAG) and \$13,777 added to the Police Department's Operating Budget.

RECOMMENDATION

Staff recommends City Council adopt a resolution authorizing the acceptance of \$13,777 from the 2022 Edward Byrne Memorial Justice Assistance Grant Program for funding equipment, technology, and other material directly related to basic law enforcement functions, approving the appropriation to the Police Department's budget for fiscal year 22/23, and authorizing the City Manager to execute the award acceptance.

Prepared by: Beth Lyons-McCarthy, Support Operations Manager

Reviewed by: Sekou Millington, Chief of Police
Karin Schnaider, Assistant City Manager

Approved by: Michael Rogers, City Manager

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING THE ACCEPTANCE OF \$13,777 FROM THE 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FOR FUNDING EQUIPMENT, TECHNOLOGY, AND OTHER MATERIAL DIRECTLY RELATED TO BASIC LAW ENFORCEMENT FUNCTIONS AND APPROVING THE APPROPRIATION TO THE POLICE DEPARTMENT BUDGET FOR FISCAL YEAR 22/23 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AWARD ACCEPTANCE

WHEREAS, the Edward Byrne Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions, and support all components of the criminal justice system by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures; and

WHEREAS, agencies are allowed to use this grant to support law enforcement related to procuring equipment, technology, and other material directly related to basic law enforcement functions; and

WHEREAS, the Tracy Police Department has determined that the most appropriate use of this grant is to purchase entry kits to assist officers in breaching locked and barricaded doorways, which are an essential piece of equipment for patrol officers; and

WHEREAS, the purchase will include 26 Halligan and Sledge breaching tool kits and 26 bolt cutters; now, therefore, be it

RESOLVED: That the City Council hereby approves the acceptance of \$13,777 from the 2022 Edward Byrne Memorial Justice Assistance Grant Program for funding equipment, technology, and other material directly related to basic law enforcement functions and approve the appropriation to the Police Department's budget for fiscal year 22/23.

FURTHER RESOLVED: That the City Council hereby authorizes the City Manager to execute the award acceptance.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on August 16, 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

REJECT ALL BIDS FOR THE FIRE TRAINING TOWER APPARATUS AT NEI RESERVOIR, CIP 71109, AND AUTHORIZE STAFF TO RE-ADVERTISE THE PROJECT AFTER THE COMPLETION OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) REVIEW PROCESS FOR THE PROJECT SITE

EXECUTIVE SUMMARY

Request City Council reject all bids and authorize City staff to re-bid the project upon completion of the California Environmental Quality Act (CEQA) review process for the project site.

DISCUSSION

The proposed Fire Training Tower Apparatus at NEI Reservoir Project, CIP 71109, (Project) is included in the current 2013 Citywide Public Safety Master Plan (CPSMP). The Project was originally planned for construction at the location of the Police Gun Range on South Tracy Boulevard, the California Environmental Quality Act (CEQA) clearance for the 2013 CPSMP and the associated Nexus Study included the Project with the South Tracy Boulevard location.

Subsequent to the 2013 CPSMP adoption, the South San Joaquin County Fire Authority (SJC Fire) recommended an alternate location at NEI Reservoir on Chrisman Road to be more suitable than the Police Gun Range location originally identified in the adopted 2013 CPSMP and the Nexus Study.

On February 5, 2019, Council approved Resolution No. 2019-013 creating CIP 71109, for the Fire Training Tower Apparatus at the NEI Reservoir on Chrisman Road.

The Engineering Division began project design for the Chrisman Road location with the understanding that the CPSMP update (and the Nexus Study) would address the location change. The design was completed in mid-2020, however there was a significant funding gap that had to be considered before the Project could be advertised for bids. In late fall 2021, the Engineering Division received direction from SJC Fire to advertise the Project for bids with the assurance that the funding gap would be addressed once the contract costs were finalized.

The Project was advertised for competitive bids on January 21, 2022, and January 28, 2022.

Bids were received and publicly opened at 2:00 p.m. on Tuesday, February 22, 2022, with the following results:

<u>Contractor</u>	<u>Total Base Bid</u>
TBS CONTRACTORS, INC.	\$ 858,942.93
GOWAN CONSTRUCTION, INC.	\$ 1,267,381.40
SABOO, INC.	\$ 1,979,795.00

At the time the project was advertised it was anticipated that the CPSMP Update (and the associated Nexus Study) that includes the Chrisman Road project site would be presented for adoption by Council early in 2022, providing the required California Environmental Quality Act (CEQA) clearance for the Project. The adoption of all the infrastructure master plans has since been delayed until late 2022, rendering the Project without CEQA clearance.

Staff has been directed to initiate a standalone CEQA clearance for the Project site, so that the project can be constructed in time for SJC Fire can meet their training commitments for the Spring of 2023.

Staff requests that the City Council reject all bids and defer rebidding until the completion of the CEQA Review process for the project site. SJC Fire concurs with this strategy.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Public Safety Strategic Priority, Goal No. 3 Strengthen Citywide Emergency Operations Preparedness.

FISCAL IMPACT

The Fire Training Tower Apparatus (CIP 71109) is an approved Capital Improvement Project with a total project budget of \$1,185,000.

RECOMMENDATION

Staff recommends that City Council, by resolution, reject all bids for the Fire Training Tower Apparatus at NEI Reservoir, CIP 71109, and authorize staff to re-advertise the Project after the completion of California Environmental Quality Act (CEQA) review process for the Project site.

Prepared by: Ilene Macintire, PE, Senior Civil Engineer
Lauren Gonzalez, Management Analyst I

Reviewed by: Robert Armijo, PE, City Engineer / Assistant Development Services Director
Randall Bradley, Fire Chief, South San Joaquin County Fire Authority
Kris Balaji, PMP, PE, Development Services Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – Location Map

CITY OF TRACY



CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL
RESOLUTION 2022-_____

REJECTING ALL BIDS FOR THE FIRE TRAINING TOWER APPARATUS AT NEI RESERVOIR, CIP 71109, AND AUTHORIZING STAFF TO RE-ADVERTISE THE PROJECT AFTER THE COMPLETION OF CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) REVIEW PROCESS FOR THE PROJECT SITE

WHEREAS, The Project was advertised for competitive bids on January 21, 2022, and January 28, 2022; One bid was received and publicly opened at 2:00 p.m., on February 22, 2022; and

WHEREAS, The bids received substantially exceed available funds; and

WHEREAS, Staff determined that project site was not included in the 2013 Public Safety Master Plan and associated Nexus study, and therefore did not have required California Environmental Quality Act (CEQA) clearance; and

WHEREAS, Completion of the Project is required so that South San Joaquin Fire Authority can fulfill its training obligations in the Spring of 2023; now therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby rejects all bids for the Fire Training Tower Apparatus at NEI Reservoir, CIP 71109, and authorizes staff to re-advertise the Project after the completion of the California Environmental Quality Act (CEQA) review process for the project site.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on the 16th day of August 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.I

REQUEST

ADOPT A RESOLUTION DECLARING “GENE BIRK PARK” AS THE NAME OF THE NEW TRACY HILLS 1B NEIGHBORHOOD PARK

EXECUTIVE SUMMARY

The City Council, Policy D-2 (Resolution No. 2021-013), allows for the selection and approval of names for public buildings, parks, and recreation facilities. The Parks & Recreation Department has coordinated the process for naming of the new neighborhood park in the Tracy Hills 1B development through public input. Following the closing of the public solicitation of names, the top three (3) names (in priority order) chosen by the Parks & Community Service Commission are being presented to Council for review and approval of the top name, Gene Birk, for the new park.

DISCUSSION

On February 2, 2021, City Council amended guidelines and procedures in Council Policy D-2, Naming of Public Buildings, Parks, and Facilities (Resolution No. 2021-013). These guidelines include policies for consideration of names, procedures that allow for public input, and review of applications at a public Parks & Community Services Commission meeting. The top three names (in priority order) from the Parks Commission are then forwarded to City Council for final approval.

On January 6, 2022, the Parks & Community Service Commission approved the Tracy Hills 1B Neighborhood Park conceptual master plan. The Tracy Hills 1B Park is expected to be 6.57 acres in total, with 5.38 acres of the land credited as the neighborhood park. The area of the park expected to be used solely for recreational purposes (park credit) accounts for 4.86 acres, whereas 1.71 acres of the park is considered a dual-use basin and will receive 30% park credit. Based on this, the developer will receive credit for developing a 5.38-acre neighborhood park. Amenities in the park includes a small and large dog park, nature inspired play equipment, an easement trail connecting to other Tracy Hills parks, and other amenities.

On February 24, 2022, the Parks & Recreation Department initiated the solicitation of names for the new neighborhood park in Tracy Hills Phase 1B in the Tracy Press, on social media, and an email went out to stakeholders and community groups, which ran for a period of 30 days. The Parks & Recreation Department received and processed eight (8) complete applications with a total of seven (7) recommended names for the park. The one application withdrawn from this process had been approved by Council to be used as the new Raymond Morelos Linear Park in Tracy Hills.

On June 2, 2022, staff brought this item to the Parks & Community Service Commission to review all applications and park names. Following discussion, the Commission is recommending the following names in priority order for City Council's consideration for the new Tracy Hills 1B Neighborhood Park:

- (1) Gene Birk Park;
- (2) Daniel R. Schack Park; and
- (3) Gouveia Park.

All applicants have been invited via email to attend the City Council meeting.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life Strategic Priority, which is to provide an outstanding quality of life by enhancing the City's amenities, business mix and services and cultivating connections to promote positive change and progress in our community.

FISCAL IMPACT

A park monument with the Council selected and approved name will be built and placed in the park. There is no direct fiscal impact to the General Fund.

RECOMMENDATION

Staff recommends the City Council adopt a resolution declaring Gene Birk Park as the name of the new Tracy Hills 1B Neighborhood Park located in the Tracy Hills development.

Prepared by: Thien Nguyen, Recreation Services Supervisor

Reviewed by: Jolene Jauregui-Correll, Recreation Services Manager
Richard Joaquin, Parks Planning & Development Manager
Brian MacDonald, Parks & Recreation Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A - Applications for top three (3) recommendations
Attachment B - Naming Public Buildings, Parks and Facilities Policy



Think Inside the Triangle™

Attachment A

City of Tracy
Parks & Recreation Department

333 Civic Center Plaza
Tracy, CA 95376

(209) 831.6200

**NOMINATION FOR NAMING
PUBLIC BUILDINGS, PARKS, AND FACILITIES**

DATE OF NOMINATION 12/14/2021

NOMINATOR: Adrienne M McIntyre

ADDRESS: [REDACTED]

PHONE: [REDACTED]

RECOMMENDED NAME: Gouveia Neighborhood Park

LOCATION: Tracy Hills Community

- | | |
|--|---|
| <input type="checkbox"/> MINI PARK | <input checked="" type="checkbox"/> NEIGHBORHOOD PARK |
| <input type="checkbox"/> COMMUNITY PARK | <input type="checkbox"/> LINEAR PARK |
| <input type="checkbox"/> SPORTS COMPLEX | <input type="checkbox"/> SPECIAL USE PARK |
| <input type="checkbox"/> OPEN SPACE / | <input type="checkbox"/> PUBLIC BUILDING |
| <input type="checkbox"/> CONSERVATION LAND | |
| <input type="checkbox"/> PUBLIC FACILITY | <input type="checkbox"/> OTHER |

IF A FAMILY MEMBER, WHAT IS THE RELATIONSHIP? No relation

The policy for naming public buildings, parks and facilities is attached. The City of Tracy requests that the nominator review the attached policy and prepare a 1-2 page summary of how the recommended name meets one or more of the considerations listed in items #1-#7 attached. Please be as **complete as possible.**

Example:

- Involvement and Commitment to Community
- Local Clubs and Organizations Served
- Schools Attended
- Significance to City of Tracy
- Why nominating the person

Submit this form and summary via mail to the address below or email directly to: parks@cityoftracy.org

Parks & Recreation Department
Attn: Parks & Recreation Director
333 Civic Center Plaza
Tracy, CA 95376

Adrienne M McIntyre

[REDACTED]
Tracy, CA 95304

December 14, 2021

City of Tracy
Parks & Recreation Department
333 Civic Center Plaza
Tracy, CA 95376

To Whom It May Concern;

My name is Adrienne McIntyre and I am a 6 year resident of the City of Tracy. I am writing in response to the posting on Instagram regarding naming the new park in the Tracy Hills Community.

I would like to recommend naming the park after Walter and Mercedes Gouveia. Walter and Mercedes have lived in Tracy over 40 years. They have dedicated their lives to building and growing future generations.

Mr Gouveia (Walter) worked for Tracy Unified School District for 29 years. Serving as a guidance counselor for Tracy High School, Vice Principal for Tracy Adult School, and Director of the Tracy School Board. He has inspired many to achieve their dreams. He has a kind and warm spirit and takes joy in having his former students visit him to this day, as adults with children of their own. Mr Gouveia celebrates their success openly with family, friends, and neighbors like a proud community father.

Mrs Gouveia (Mercedes) was an elementary school teacher and school administrator. She too invested and dedicated her live to the youth of Tracy. She actively participated in many committees and societies dedicated to educating our future. These include: Jose M. Hernandez Reaching for the Stars Foundation as President, San Joaquin Delta College Citizens Oversight Committee, California Teachers Association San Joaquin County, Commission on the Status of Women, Stockton Business and Professional Women, League of Women Voters, Tracy Arts Commission, Tracy Hispanic Business Group, United Way, Democratic Central Committee, Mayor's Community Youth Support Network, and the Institute of American Culture Coordinator for California. Just to name a few! In addition, Mrs Gouveia has contributed to maintaining cultural awareness and traditions of our community.

One of the things I love most about the Gouveia's is their love for their community. They actively participate in the Portuguese Hall and do acts of service for friends and strangers alike. They work diligently to maintain their home, which includes a large garden and vineyard. Mr Gouveia is known for his grapes which are used to make Portuguese wine. They teach lessons even today from their garden. Offering to show our children how to apply math and science to agriculture.

Lastly, one of the things Mr Gouveia says to me often as his neighbor is that the best music in the world is the sound of children playing. He will tell me how he loves to hear my children play outside as he works in his yard and tends to his gardens. A park named after them would be the culmination of a life's work dedicated to building a better future and the thing I know they enjoy most... children playing.

Thank you for your consideration,

Mrs. Adrienne M McIntyre





Think Inside the Triangle™

City of Tracy
Parks & Recreation Department

333 Civic Center Plaza
Tracy, CA 95376

(209) 831.6200

NOMINATION FOR NAMING PUBLIC BUILDINGS, PARKS, AND FACILITIES

DATE OF NOMINATION 2-21-2021

NOMINATOR: Dorlane Thrasher, Steve Abercrombie, Lori Sparger

ADDRESS: [REDACTED]

PHONE: [REDACTED]

RECOMMENDED NAME: Gene Birk

LOCATION: _____

- | | |
|--|--|
| <input type="checkbox"/> MINI PARK | <input type="checkbox"/> NEIGHBORHOOD PARK |
| <input type="checkbox"/> COMMUNITY PARK | <input type="checkbox"/> LINEAR PARK |
| <input type="checkbox"/> SPORTS COMPLEX | <input type="checkbox"/> SPECIAL USE PARK |
| <input type="checkbox"/> OPEN SPACE / | <input type="checkbox"/> PUBLIC BUILDING |
| <input type="checkbox"/> CONSERVATION LAND | |
| <input type="checkbox"/> PUBLIC FACILITY | <input type="checkbox"/> <small>Tracy Hills Park</small> OTHER |

IF A FAMILY MEMBER, WHAT IS THE RELATIONSHIP? N/A

The policy for naming public buildings, parks and facilities is attached. The City of Tracy requests that the nominator review the attached policy and prepare a 1-2 page summary of how the recommended name meets one or more of the considerations listed in items #1-#7 attached. Please be as **complete as possible.**

Example:

- Involvement and Commitment to Community
- Local Clubs and Organizations Served
- Schools Attended
- Significance to City of Tracy
- Why nominating the person

Submit this form and summary via mail to the address below or email directly to: parks@cityoftracy.org

Parks & Recreation Department
Attn: Parks & Recreation Director
333 Civic Center Plaza
Tracy, CA 95376

There are many reasons Gene Birk is deserving of recognition in the Tracy area. A few known are:

1. Gene co-founded the “Brighter Christmas” of Tracy program and remains involved. Brighter Christmas will celebrate 45 years in 2022. He was chairman of this program, until recently when he passed the torch to Steve Abercrombie. He raises funds to purchase food and toys, and organized the program that gives baskets to approximately 650 families (over 1200 children). This program now also includes providing scholarships to graduating seniors that have volunteered in Brighter Christmas. This has become a year-round task of purchasing, organizing and coordinating since there is no paid staff or clerical help. Gene has been a member and past chairman of Good Samaritan Community Services/San Joaquin County Bank.
2. Gene is an active member of the Tracy Breakfast Lions. He regularly volunteers for all of their fundraising and other activities.
3. Gene is an active member of the Elks and has served many roles within that brotherhood.
4. Gene volunteered with the California Dry Bean Festival committee for nine years overseeing entertainers and assisting Tom Hawkins, Chair.
5. Gene was nominated for the JC Penney Golden Rule Award in 1990 for his unselfish volunteerism.
6. Gene served as the foreman for the Grand Jury for San Joaquin County in 1991-92
7. Gene is a “Friend of the Club” and active supporter of the Boys and Girls Clubs of Tracy.
8. Gene has served as Past President, Vice President and Treasurer of the Sister City Organization. He made goodwill trips to Tracy’s sister city Memuro, Japan. He was also instrumental in setting up a Sister City in the Azores, Portugal, the city of Veles.
9. Gene was the recipient of the 1996 Special Friends of Education award.
10. Gene has served on the City of Tracy Parks and Recreation commission.
11. Gene was the founder of Tracy Savings
12. Gene was a board member for DVI – Duel Vocational Institution
13. Gene is on the Board of Tracy Public Cemetery District

For many years, Gene has been contributing time, money and energy (and his big heart and many tears) to enhance the lives of people of all ages. He has definitely contributed to the Tracy community and deserves to be recognized for his accomplishments; don't you agree

Submitted by Dorlane Thrasher, Steve Abercrombie, Lori Sparger and many others



Think Inside the Triangle™

City of Tracy
Parks & Recreation Department

333 Civic Center Plaza
Tracy, CA 95376

(209) 831.6200

NOMINATION FOR NAMING PUBLIC BUILDINGS, PARKS, AND FACILITIES

DATE OF NOMINATION 12/22/2021

NOMINATOR: Alyssa Wooten

ADDRESS: _____

PHONE: _____

RECOMMENDED NAME: Daniel R. Schack

LOCATION: Tracy Hills Park

- | | |
|--|---|
| <input type="checkbox"/> MINI PARK | <input checked="" type="checkbox"/> NEIGHBORHOOD PARK |
| <input checked="" type="checkbox"/> COMMUNITY PARK | <input type="checkbox"/> LINEAR PARK |
| <input type="checkbox"/> SPORTS COMPLEX | <input type="checkbox"/> SPECIAL USE PARK |
| <input type="checkbox"/> OPEN SPACE / | <input type="checkbox"/> PUBLIC BUILDING |
| <input type="checkbox"/> CONSERVATION LAND | |
| <input type="checkbox"/> PUBLIC FACILITY | <input type="checkbox"/> OTHER |

IF A FAMILY MEMBER, WHAT IS THE RELATIONSHIP? Daughter

The policy for naming public buildings, parks and facilities is attached. The City of Tracy requests that the nominator review the attached policy and prepare a 1-2 page summary of how the recommended name meets one or more of the considerations listed in items #1-#7 attached. Please be as **complete as possible.**

Example:

- Involvement and Commitment to Community
- Local Clubs and Organizations Served
- Schools Attended
- Significance to City of Tracy
- Why nominating the person

Submit this form and summary via mail to the address below or email directly to: parcs@cityoftracy.org

Parks & Recreation Department
Attn: Parks & Recreation Director
333 Civic Center Plaza
Tracy, CA 95376

Daniel R. Schack was born and raised in Tracy. After moving away for college, where he met Cynthia L. Johnson, the two of them moved back to Tracy to raise their family and start their lives. Dan grew up right around the corner from where he now has his business. Dan, our dad, is an integral part of the positive aspects of Tracy and he continues to work selflessly to improve our growing community, to ultimately leave our town a little better today than it was yesterday.

Since 1987, Dan has owned Schack & Company, Inc., a local civil engineering, architecture, and project development firm in downtown Tracy. This office building is not only a place of business, but a hub for many hours of community service and humanitarian work. What most do not know, is there is so much more that Dan gives to the community than is ever seen. As a quick synopsis, he has been honored for the following awards in our Tracy community due his dedication to his family, friends, business, and community.

- 1995 - City of Tracy, Professional of the Year
- 2003 - City of Tracy, Citizen of the Year
- 2004 - Tracy Unified School District, Outstanding Acts of Good Character Award
- 2006 - City of Tracy, Outstanding Acts of Good Character Award
- 2009 - Organization of the Year, Good Sam Community Services (Dan R. Schack, Pres)
- 2010 - Boys & Girls Clubs, Distinguished Service Award
- 2014 - Best of Tracy Engineering Firm, Tracy Press Readers Award
- 2018 - Best of Tracy Engineering/Architectural Firm
- 2019 - City of Tracy, From The Heart Award
- 2019 - Best of Tracy Engineering/Architectural Firm

Dan's dedication started at an early age as a native Tracyite. It has been noted that he is recognized for his valued reputation and commitment to the community. Dan is known by ALL (not an understatement) to be loyal, professional, and understanding of the community as a whole. He values relationships and a good handshake promise.

More notable contributions to our community that I think of when speaking about my father are the Glover/Schack Flu Shot Clinics, Paws 4 Friends Pet Therapy Program, involvement in "Good Samaritan Community Services", "Tracy Friends for Parks, Recreation, & Community Services Foundation", and being the founding President of Tracy City Center Association.

Dan has been the director of the Glover/Schack Flu Shot Program since 2006, more recently partnering with Sutter Tracy Hospital to provide free flu shots to the community. This program was founded, with Dan's mentor Dr. A.R. Glover, to serve those in our community. After Dr. Glover passed, Dan has still committed to this program and promised to carry on Dr. Glover's legacy to continue the clinic for Tracy.

Dan also was the founding chairman and President of Tracy Friends for Parks, Recreation and Community Services Foundation (a non-profit organization) since 2010. This program promotes the social, cultural, and leisure needs of the residents of Tracy. Furthermore, it provides scholarship opportunities for Tracy youth, provides funding for special projects, enhances programs, activities, and events that are offered by the City Parks and Recreation Department of Tracy.

In 2010, Dan founded and served as the President of Tracy City Center Association (TCCA), and currently serves as the Vice President. As mentioned on their website, TCCA's goal is to support public improvements for business and property owners within the TCCA district and downtown Tracy. TCCA organizes and puts on events in downtown Tracy such as the local farmer's markets, Wine Strolls, community parades, and also facilitates public improvements to our downtown. Without a doubt, this organization has positively transformed our city's Downtown and we are proud that our father was an integral part of that development.

As a way to continue building capacity from within, Dan provides job shadowing and mentorship for high school aged students at Kimball High School, West High School, Millennium High School, and Tracy High School. Students come into the office to learn the trade of owning a business and the aspects of his engineering firm. Furthermore, Dan speaks at career events to inspire others and has done so for the past fifteen years, alongside housing approximately 10 students at Schack and Company each year.

Dan has served as the Chairman of Good Samaritan Community Services (non profit) since 1998. Good Sam is specifically focused on supporting the poor, underprivileged, distressed, and elderly members of Tracy. Additionally, the group fosters and sponsors local organizations on their quest to develop their own organization into a full fledged 501c3 organization. Some of the more notable Tracy organizations who got their start through Good Sam include Case for Kids, D.A.R.E., Tracy Firefighters Charity, Tracy Senior Association, Tracy Repertory Theatre, Habitat for Humanity Tracy chapter, Noah's Ark, and so many more.

Many people that know Dan, or Danny as he was known as an adolescent, know his love for animals, especially his love for his three Bernese Mountain Dogs: Braemar, Rio, and Nico. Dan became a member of the Paws 4 Friends Pet Therapy Program in 2006 in which his dogs became certified to provide comfort visits to schools, elder care facilities, VA hospitals, library visits, and reading opportunities for students with special needs. This was a special opportunity for Dan and he took a lot of pride in making others smile. He often mentions that the reluctant readers often found strength in

reading to his dogs. Much of the community service he still participates in is for animals, which is a special way of feeding his own soul.

It is difficult to put into a short summary all of the accomplishments of Daniel R. Schack. He has and continues to put others before himself and does so without others often knowing. To have his name at a park in the Tracy community would be a respected reminder that good things do happen to great people. Your consideration for this nomination is much appreciated. And we are most certain that his Tracy-raised young grandkids will surely love seeing their Papa's name at a place they can smile, dance, and play at.

RESOLUTION 2021-013

AMENDING COUNCIL POLICY D-2, NAMING PUBLIC BUILDINGS, PARKS AND FACILITIES

WHEREAS, On June 4, 2019, the City Council directed staff to review and revise Council Policy D-2 regarding the naming of public buildings, parks and facilities, and

WHEREAS, On December 5, 2019, the Parks and Community Services Commission discussed the need to amend Council Policy D-2 to include additional criteria, and

WHEREAS, The Parks and Community Services Commission reviewed, approved, and recommended to the City Council an amendment to Council Policy D-2;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby adopts the attached amended Council Policy D-2, Naming Public Buildings, Parks and Facilities as recommended by the Parks and Community Services Commission.

BE IT FURTHER RESOLVED, that this resolution rescinds and replaces resolutions 2004-096 and 2017-179.

The foregoing Resolution 2021-013 was passed and adopted by the Tracy City Council on the 2nd of February, 2021 by the following vote:

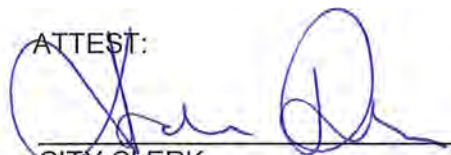
AYES: COUNCIL MEMBERS: ARRIOLA, BEDOLLA, DAVIS, VARGAS, YOUNG

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: NONE

MAYOR 

ATTEST: 
CITY CLERK

Naming Public Buildings, Parks and Recreation Facilities
Policy Number: D-2
Amended by resolution Date: 2/2/21

PURPOSE:

The purpose of this policy is to establish a set of standard procedures and guidelines for the naming of Public Buildings, Parks and Recreation Facilities.

DEFINITIONS:

1. "Public Buildings" are City-owned facilities that house employees or are otherwise used to conduct City business. Buildings may include, but are not limited to, the Civic Center, City Council Chambers, and Police facility. This also includes "Support Facilities" that are City-owned facilities that are used to support field operations. Support facilities may include, but are not limited to, the corporation yard and pump stations.
2. "Parks & Recreation Facilities" are all City parks, community buildings and grounds, athletic facilities, open space areas and other grounds and facilities owned or operated by the City for park, recreation or open space purposes.

POLICY:

Consideration for Names:

1. When named for an individual family or person, strong consideration should be given to:
 - a. The level of involvement and commitment to the Tracy community over a span of years that are sufficient for accomplishments and contributions to have taken place;
 - b. Individuals or families who have been involved in many facets of the community such as through service clubs, civic organizations, school community, multi-cultural events and organizations, elected/appointed positions, military service, church community and non-profit groups; the nature of their involvement should be beyond that done in the normal course of their employment (i.e., voluntary);
 - c. The local significance and relationship of this individual or family to the City of Tracy, or to the parks and recreation systems or programs.
2. Public building, park and facility names should reflect both the current and past heritage and historical significance of the community that is now serviced. Strong consideration should be given to:
 - a. Maintaining names that represent the current and past cultural diversity of the community.
 - b. Any relevant California history that is part of the Tracy community, such as the period covered by the Spanish land grants, Native American tribal history, etc.

3. Park names should reflect the geographical significance of the park site's topography or other natural amenities that exist in or near the park property. Strong consideration should be given to:
 - a. Vistas and view corridors.
 - b. Native plants or trees
 - c. Adjacencies to creeks, streams, open space, hills, etc.
4. Public building, park and facility names should incorporate the functionality of the building, park or facility by simply stating its purpose without further description (for example the "John Smith Community Center"), especially, when a specialized facility may be a part of the park such as sports fields, etc. Special features for the park should be considered in the park name.
5. Consideration should also be given to public building, park and facility names that reflect the geographic location or adjacencies to other City facilities or schools in order to avoid confusion about the geographic location of the building.
6. If a public building, park or facility improvement is acquired or constructed by means of a substantial gift, financial contribution or financial donation by an individual, family or corporation, consideration should be given to recognizing the contribution by incorporating the benefactor's name into the facility name.
7. Rooms within public buildings may be named for individuals who have made exceptional contributions to the community such as:
 - a. The individual must have made a significant contribution to the community which resulted in the improved well-being of the citizens of Tracy.
 - b. The individual must have been involved in Tracy community affairs over a span of years that are sufficient for accomplishments and contributions to have taken place.
 - c. Individuals or families who have been involved in many facets of the community such as through service clubs, civic organizations, school community, multicultural events and organizations, elected/appointed positions, military service, church community and non-profit groups; the nature of their involvement should be beyond that done in the normal course of their employment (i.e., voluntary).
8. If a public building that has previously been named is proposed to have its function be moved, or is proposed for relocation, or demolition, or is destroyed through a natural disaster or other act, the City Council shall be provided an opportunity to name the replacement building.

PROCEDURES:

Parks and Recreation Facilities:

1. The Parks and Community Services Commission shall hold a public meeting that allows for community input and will follow a process for naming parks and recreational facilities that includes:

- a. The Parks and Recreation Director shall receive a naming request from a developer, resident or other interested groups for a new park or new recreational facility.
 - b. Staff will conduct a public solicitation of names (Example: social media & newspapers) for 30 days and submit all names to the Commission for review.
 - c. The Commission shall schedule a regular or special meetings to screen, review, evaluate and prioritize the requests submitted by residents and other interested groups such as developers, the West Side Pioneers, Chamber of Commerce, etc.
 - d. The Commission shall forward the top three names (In priority order) to City Council for final approval.
2. Depending on the special nature, size or location of a park, the Commission may also consider the following ideas for park naming:
 - a. Development of a community-based naming process such as a contest.
 - b. Receive input from an adjacent homeowner's association; receive input from future facility user group as identified through design process.

Public Buildings

1. The City Council will form a sub-committee to review and evaluate requests for naming public buildings from residents, interested groups and staff.
2. The sub-committee will bring forth screened, evaluated and recommended selections for authorization by the full City Council at a regularly scheduled Council meeting.

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL
RESOLUTION NO. _____

**ACCEPTING THE RECOMMENDATION FROM THE PARKS AND
COMMUNITY SERVICES COMMISSION AND APPROVE THE TOP NAME,
GENE BIRK PARK, FOR THE NAME OF THE NEW NEIGHBORHOOD PARK IN
TRACY HILLS 1B**

WHEREAS, the City Council approved the new policy for Naming Public Building, Parks, and Facilities on February 2, 2021; and

WHEREAS, the naming of a City Park is an important reflection of the City's partnership with, and recognition of individuals, community-based organizations, or points of interest to the Tracy community; and

WHEREAS, proposed names were solicited through an application process announced through the local press, social media and the City website; and

WHEREAS, eight (8) applications were submitted with a total of seven (7) names submitted and considered through the guidelines of the Park Naming Policy; and

WHEREAS, the Parks and Community Services Commission met on June 2, 2022, and prioritized the top three (3) names for acceptance at the August 16, 2022, City Council meeting; now, therefore, be it

RESOLVED: That the City Council approved Gene Birk Park as the final name for the new Tracy Hills 1B Neighborhood Park located in the Tracy Hills development.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on August 16, 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

RECOMMENDATION

AUTHORIZE APPLYING FOR AND ACCEPTING AN UP-TO-AMOUNT OF \$5,000,000 TO THE UNITED STATES BUREAU OF RECLAMATION WATER AND ENERGY EFFICIENCY GRANT TO INSTALL A CITY-WIDE ADVANCED METERING INFRASTRUCTURE AND METER CONVERSION PROJECT AND APPROPRIATING FUNDS FROM THE WATER ENTERPRISE FUND IN THE AMOUNT OF \$2,500,000 FOR COST SHARE OBLIGATION

EXECUTIVE SUMMARY

There is an opportunity to apply for grant funding through the FY22-23 Water and Energy Efficiency Grant (WEEG) from the United States Bureau of Reclamation (USBR) to upgrade the City's water metering infrastructure to Advanced Meter Infrastructure (AMI) which includes the replacement of the existing non-functional residential and commercial meters. The City has a total of approximately 13,600 such meters and the estimated cost of replacement is \$9.8 million. The City intends to apply for a grant in the maximum amount of \$5 million with \$2.5 million as the City's matching fund to complete the first phase of replacement of such meters. New meters will aid in the tracking of unaccounted water uses and will provide better communication for customers with up-to-date consumption data accessible through a software portal. If the City is successful in receiving this grant, the project must be completed within a three-year period (early 2026). The grant requires a resolution authorizing submittal of the application as part of the application package due by July 28, 2022.

DISCUSSION

The USBR is soliciting proposals to eligible applicants to receive grant funding by cost-sharing with USBR on projects that will result in quantifiable water savings and support broader sustainability benefits. It is looking for projects that will conserve and use water more efficiently and accomplish other benefits that contribute to sustainability in the Western United States. The City has approximately 13,600 non-functional and low-resolution meters that need to be replaced with new Automated Meter Reading (AMR) meters. The installation of new water meters will not only provide better accounting for water losses but will also improve the meter reading process. This upgrade would give both the City and its customers the ability to access real-time flow consumption data that allows for more rapid detection of water leaks, line breaks and unusual consumption patterns which will result in faster repair times and better awareness of customer water usage.

The City currently experiences on average about 100-acre feet of non-revenue water (unaccountable) each month amounting to approximately \$78,000. The City is actively working to identify where these water losses are occurring and taking actions to reduce this loss. This project is one step in the City's efforts to reduce the volume of non-revenue water which it has been working to identify. By replacing outdated low-resolution existing water meters with new AMR meters, the City will be able to begin capturing that use which previously was not detected due to low flows. This will begin to

reduce the amount of water loss and increase the lost revenues for water supplied but not billed.

There is an unfunded capital improvement project for \$9.8 million to install Advanced Metering Infrastructure and existing meter equipment. If the \$5 million grant is awarded as requested, a majority of the work will be completed by using requested grant funding along with the City's matching fund of \$2.5 million. The remaining work will be completed under another project. The project would be required to be completed in three years from the award date.

Staff recommends that City Council, by resolution, authorize applying for and accepting an up-to-amount of \$5,000,000 to the United States Bureau of Reclamation Water and Energy Efficiency Grant to install a City-wide Advanced Metering Infrastructure and meter conversion project and appropriating funds from the Water Enterprise Fund in the amount of \$2,500,000 for cost-share obligation.

FISCAL IMPACT

There is an existing unfunded capital improvement project in the amount of \$9.8 million. If the grant is approved, as requested for \$5 million, the City will match \$2.5 million (50% of the grant amount) from the Water Enterprise Fund to complete the first phase of this project. The remaining work will be completed in the future phase of the project. The City's share from Enterprise fund is expected to be recouped within three to four years.

STRATEGIC PLAN

This agenda item is related to the City Council's Strategic Priority for Governance by enhancing fiscal stability, improving technology, and enhancing transparency. It also relates to Quality of Life by enhancing City services and promoting positive change and progress in the community.

RECOMMENDATION

Authorize applying for and accepting an up-to-amount of \$5,000,000 to the United States Bureau of Reclamation Water and Energy Efficiency Grant to install a City-wide Advanced Metering Infrastructure and meter conversion project and appropriating funds from the Water Enterprise Fund in the amount of \$2,500,000 for cost-share obligation.

Prepared by: Stephanie Reyna-Hiestand, Water Resources and Compliance Manager

Reviewed by: Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION 2022-_____

AUTHORIZE APPLYING FOR AND ACCEPTING AN UP-TO-AMOUNT OF \$5,000,000 TO THE UNITED STATES BUREAU OF RECLAMATION WATER AND ENERGY EFFICIENCY GRANT TO INSTALL A CITY-WIDE ADVANCED METERING INFRASTRUCTURE AND METER CONVERSION PROJECT AND APPROPRIATING FUNDS FROM THE WATER ENTERPRISE FUND IN THE AMOUNT OF \$2,500,000 FOR COST SHARE OBLIGATION

WHEREAS, there is an opportunity to apply for grant funding through the FY22-23 Water and Energy Efficiency Grant (WEEG) from the United States Bureau of Reclamation (USBR) to upgrade the City's water metering infrastructure to Advanced Meter Infrastructure (AMI); and

WHEREAS, this will include the replacement of the existing non-functional residential and commercial meters; and

WHEREAS, the City has approximately 13,600 non-functional and low-resolution meters that need to be replaced with new Automated Meter Reading (AMR) meters; and

WHEREAS, new meters will track the unaccounted water uses and will provide better communication for customers with up-to-date consumption data accessible through a software portal; and

WHEREAS, the USBR is soliciting proposals to eligible applicants to receive grant funding by cost-sharing with USBR on projects that will result in quantifiable water savings and support broader sustainability benefits; and

WHEREAS, there is an unfunded capital improvement project for \$9.8 million to install Advanced Metering Infrastructure and existing meter equipment; and

WHEREAS, if the \$5 million grant is awarded as requested, a majority of the work will be completed by using requested grant funding along with the City's matching fund of \$2.5 million; and

WHEREAS, the remaining work will be completed in the future phase of the project; and now, therefore, be it

RESOLVED, that the City Council of the City of Tracy, by resolution, authorize applying for and accepting an up-to-amount of \$5,000,000 to the United States Bureau of Reclamation Water and Energy Efficiency Grant to install a City-wide Advanced Metering Infrastructure and meter conversion project and appropriating funds from the Water Enterprise Fund in the amount of \$2,500,000 for cost-share obligation.

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on August 16, 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 MASTER SERVICES AGREEMENT WITH AXON ENTERPRISE, INC. FOR A TOTAL NOT TO EXCEED AMOUNT OF \$75,000 AND A TERM OF FIVE YEARS FOR THE PURCHASE, INSTALLATION, AND MAINTENANCE OF CAMERA AND AUDIO EQUIPMENT AND CLOUD BASED EVIDENCE SYSTEM FOR THE POLICE DEPARTMENT'S INTERVIEW ROOMS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

EXECUTIVE SUMMARY

The Police Department would like to enter into a five-year agreement from August 1, 2022 to August 31, 2026 with Axon Enterprise, Inc. to purchase, install, and maintain camera and audio equipment, and cloud-based evidence storage for the Police Department's three interview rooms.

DISCUSSION

The Police Department has been using interview room cameras for over 25 years. In 2017, the Police Department performed a limited upgrade to its current system. At the time of the upgrade, the system installed was to compliment the in-car video platform. Currently, this equipment has surpassed its life expectancy, is now obsolete, and no longer compliments the Department's in-car system. Additionally, the current camera system has a separate data storage system for video storage. The Department has identified Axon Enterprise as the next camera system provider to replace the obsolete equipment and meet the Department's current and foreseeable future needs.

Axon Enterprise offers many benefits including contemporary high-resolution cameras and audio within each interview room to aid in interviews of victims, witnesses, detainee's or arrestees and aid in investigations. This system and technology interfaces with the Department's body worn cameras and in-car camera platforms. Axon Enterprise is the sole provider for Evidence.com, the secured "cloud-based" storage system, which will fully meet the needs of the Department and the Department of Justice's (DOJ) cloud-based security requirements. Evidence.com is already being utilized by the Department for all video storage of Body Worn Cameras and less than lethal data storage for Department issued tasers and in-car cameras. Going forward with Axon Enterprise will provide the Department a single platform for all video evidence and management.

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

The City Manager has determined that Axon Enterprise, Inc. is the sole source provider for all video storage through Evidence.com. Therefore, a formal request for proposals was not required for the General Services Agreement.

STRATEGIC PLAN

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

FISCAL IMPACT

The five-year agreement is not to exceed \$75,000 (or approximately \$18,750 annually). The funding is provided through the Police Department's operating budget in the General Fund.

RECOMMENDATION

Staff recommends the City Council adopt a resolution approving a Master Services Agreement with Axon Enterprise, Inc. for the purchase, installation, and maintenance of camera and audio equipment and cloud-based evidence of the Tracy Police Department's three interview rooms for a total not to exceed amount of \$75,000 for a term of five years and authorizing the City Manager to execute the agreement.

Prepared by: Octavio Lopez, Police Lieutenant

Reviewed by: Sekou Millington, Chief of Police
Karin Schnaider, Assistant City Manager

Approved by: Michael Rogers, City Manager

Attachment A – Master Services and Purchasing Agreement, Axon Enterprise, Inc.

Attachment B – Sole Source vendor letter Axon Enterprise, Inc.

Attachment C – Sole Source Memorandum signed by City Manager



Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”. This Agreement governs Agency’s purchase and use of the Axon Devices and Services detailed in the Quote Appendix (“**Quote**”). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. “**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. “**Axon Device**” means all hardware provided by Axon under this Agreement.
- 1.3. “**Quote**” means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency’s purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. “**Services**” means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated (“**Term**”).

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote (“**Subscription Term**”).
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years (“**Renewal Term**”). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys’ fees.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon’s delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty; Disclaimer.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency’s receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency’s receipt. Used conducted energy weapon (“**CEW**”) cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. **All software and Axon Cloud Services, are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon (“Third-Party Products”) are not covered by Axon’s**

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warranty and are only subject to the warranties of the third-party provider or manufacturer.

- 7.2. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.
- 7.2.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.3. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.4. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.
- 7.4.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.
- 7.4.2. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- 7.5. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.6. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.7. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.
8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

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9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
18. **General.**
 - 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
 - 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

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- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
 Attn: Legal
 17800 N. 85th Street
 Scottsdale, Arizona 85255
legal@axon.com

Agency: Tracy Police Department
 Attn:
 Street Address: 1000 Civic Center Dr
 City, State, Zip: Tracy, CA 95376
 Email:

- 18.12 **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

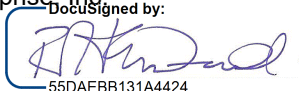
Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

AGENCY:

Axon Enterprise, Inc.

Tracy Police Department

DocuSigned by:


Signature: _____

Signature: _____

Name: Bobby Driscoll

Name: _____

Title: VP, Assoc. General Counsel

Title: _____

Date: 7/20/2022 | 8:08 AM MST

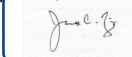
Date: _____



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AXON:

Axon Enterprise, Inc. Represented by:

Signature:  _____
B3C3CD6C404F47F...

Name: Jim Zito

Title: Interim CFO

Date: 7/20/2022 | 11:11 AM EDT



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Axon Cloud Services Terms of Use Appendix

1. Definitions.

- 1.1. “**Agency Content**” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- 1.2. “**Evidence**” is media or multimedia uploaded into Axon Evidence as ‘evidence’ by an Agency. Evidence is a subset of Agency Content.
- 1.3. “**Non-Content Data**” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- 1.4. “**Personal Data**” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (“**TASER Data**”). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon’s business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.
 - 5.1. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency’s account or Agency Content, or if account information is lost or stolen.
 - 5.2. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency’s use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.



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7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - 12.1. The Axon Records Subscription Term will end upon the competition of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")
 - 12.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - 12.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - 12.4. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.
13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;



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- 13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
14. **After Termination.** Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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Axon Customer Experience Improvement Program Appendix

1. Axon Customer Experience Improvement Program (ACEIP). The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



Master Services and Purchasing Agreement for Agency

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

EXHIBIT A – COMPENSATION

Term 60 months – August 2022 to August 2026

Payment Summary

August 2022 – total invoice \$13,327.09

August 2023 – total invoice \$13,327.04

August 2024 – total invoice \$13,327.04

August 2025 – total invoice \$13,327.04

August 2026 – total invoice \$13,327.04

Grand total for 5 year term- \$66,635.25

Pricing Breakdown:

Interview Room 1 – Camera Advanced - \$24,834.40

Interview Room 2 – Camera Basic - \$24,788.60

Interview Room 3 – Camera Basic - \$17,012.25

Grand total - \$66,635.25



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AXON.COM

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Axon Evidence (Evidence.com) Data Management Solutions¹

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

Axon Digital Evidence Solution Description

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android

¹ Axon is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.



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- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Aware integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Aware live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search



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Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and



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- interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure



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- **Stability:** Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors



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- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards

- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.



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- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 CEW for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Auto-Transcribe

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Respond for Dispatch (CAD)

- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live streaming in CAD.
- Integration with TASER 7 CEW devices for enhanced situational awareness.
- Native ESRI based mapping with ability to connect to ESRI online communities and your agency's local ArcGIS data.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon Evidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.



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Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
7. Universal Helmet Mount Model: 11548
8. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
9. Axon Body 2 Camera Model: 74001
10. Axon Body 2 Camera Mounts:
 - Axon RapidLock Velcro Mount Model: 74054
11. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023



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- MOLLE Mount, Single, Axon RapidLock Model: 11507
- MOLLE Mount, Double, Axon RapidLock Model: 11508
- Belt Clip Mount, Axon RapidLock Model: 11509

12. Axon Fleet Camera

- Axon Fleet 2 Front Camera: 71079
- Axon Fleet 2 Front Camera Mount: 71080
- Axon Fleet 2 Rear Camera: 71081
- Axon Fleet 2 Rear Camera Controller: 71082
- Axon Fleet 2 Rear Camera Controller Mount: 71083
- Axon Fleet Battery System: 74024
- Axon Fleet Bluetooth Dongle: 74027

13. Axon Signal Unit Model: 70112

14. Axon Dock Models:

- Axon Dock – Individual Bay and Core for Axon Flex 2
- Axon Dock – 6-Bay and Core for Axon Flex 2
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

15. Axon Signal Performance Power Magazine (SPPM) Model: 70116

Axon Product Packages

1. Officer Safety Plan: includes a CEW, Axon camera and Dock upgrade, and Axon Evidence license and storage. See your Sales Representative for further details and Model numbers.
2. TASER Assurance Plan (TAP): Hardware extended coverage, Spare Products (for Axon cameras), and Upgrade Models, for the Axon Flex camera and controller, Axon Body camera, and Axon Dock. (The TAP is available only through Axon Enterprise, Inc.)

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
<p>Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791</p>	<p>Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791</p>

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



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A handwritten signature in black ink, appearing to read 'Josh Isner'.

Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

Android is a trademark of Google, Inc., Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc, iPod Touch is a trademark of Apple Inc, iOS is a trademark of Cisco, LTE is a trademark of the European Telecommunications Standards Institute, Shoei is a trademark of Shoei Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

▲, ▲ AXON, Axon, Axon Evidence, Axon Flex, Axon InterviewFleet, X2, X26, TASER 7, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2020 Axon Enterprise, Inc.



TRACY POLICE DEPARTMENT

MEMORANDUM

ATTACHMENT C

Date: July 11, 2022
To: Michael Rogers, City Manager
From: Octavio Lopez, Lieutenant
Re: Axon- Sole Source Provider

The police department would like to enter into a five-year agreement from August 1, 2022 to August 31, 2027 with Axon Enterprise, Inc. for the purchase of camera and audio equipment, installation, on-going maintenance, and cloud-based evidence storage for the police department's three interview rooms.

The Department has been using interview room cameras for over 25 years. In 2017, the Police Department performed a limited upgrade to its current system. At the time of the upgrade, the system installed was to compliment the in-car video platform. Currently, this equipment has surpassed its life expectancy, is now obsolete, and no longer compliments the department's in-car system. Additionally, the current camera system has a separate data storage system for video storage. The Department has identified AXON Enterprise as the next camera system provider to replace the obsolete equipment and meet the Department's current and foreseeable future needs. Axon Enterprise offers many benefits including contemporary high-resolution cameras and audio within each interview room to aid in interviews of victims, witnesses, detainee's or arrestees and aid in investigations. This system and technology interfaces with the department's body worn cameras and in-car camera platforms.

Axon Enterprise is the sole provider for Evidence.com, the secured "cloud-based" storage system, which will fully meet the needs of the Department and the Department of Justice's (DOJ) cloud-based security requirements. Evidence.com is already being utilized by the Department for all video storage of Body Worn Cameras and less than lethal data storage for Department issued tasers and in-car cameras. Going forward with AXON Enterprise will provide the department a single platform for all video evidence and management.

Pursuant to Tracy Municipal Code 2.20.140(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,

DocuSigned by:

Octavio Lopez

D185F261B6F849C...
Octavio Lopez

Lieutenant

DocuSigned by:

Sekou Millington

E36899048EB4E4...
Sekou Millington

Chief of Police

DocuSigned by:

Michael Rogers

536BCFD4250840F...
Michael Rogers

City Manager

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CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING A MASTER SERVICES AGREEMENT WITH AXON ENTERPRISE, INC. FOR A TOTAL NOT TO EXCEED AMOUNT OF \$75,000 AND A TERM OF FIVE YEARS FOR THE PURCHASE, INSTALLATION, AND MAINTENANCE OF CAMERA AND AUDIO EQUIPMENT AND CLOUD BASED EVIDENCE SYSTEM FOR THE POLICE DEPARTMENT'S INTERVIEW ROOMS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of Tracy's Police Department's current camera and audio equipment has surpassed its life expectancy, is now obsolete, and no longer compliments the Department's in-car system; and

WHEREAS, the Police Department has identified Axon Enterprise, Inc. to purchase, install, and maintain camera and audio equipment and cloud-based evidence storage for the Department's three interview rooms; and

WHEREAS, the City Manager has determined that Axon Enterprise, Inc. is the sole source provider for these services; and

WHEREAS, Axon Enterprise, Inc. has agreed to enter into a (5) five-year contract from August 1, 2022 to August 31, 2026; now, therefore, be it

RESOLVED: That the City Council hereby approves a Master Services Agreement with Axon Enterprise, Inc. for the purchase, installation, and maintenance of camera and audio equipment and cloud-based evidence system for the Tracy Police Department's three interview rooms for a total not to exceed amount of \$75,000 for a term of five years; and be it

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

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on August 16, 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 APPROVING THE SUBMISSION OF A CLAIM TO THE SAN JOAQUIN COUNCIL OF GOVERNMENTS FOR STATE OF GOOD REPAIR PROGRAM FUNDS IN THE AMOUNT OF \$17,528 FOR THE FISCAL YEAR 2017-2018 PROJECT AND \$43,844 FOR THE FISCAL YEAR 2018-2019 PROJECT, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE CLAIM

EXECUTIVE SUMMARY

The City of Tracy (City) receives funds through the San Joaquin Council of Governments (SJCOG) from the State of California's State of Good Repair (SGR) Program that allows the City to keep the public transit system in good repair in order to provide transportation services throughout the community. The claim is necessary for the City to receive SGR funding from the State through SJCOG for projects completed. The amount the City will claim for the SGR Program's FY 2017-2018 apportionment is \$17,528. The amount the City will claim for the SGR Program's FY 2019-2020 apportionment is \$43,844. SGR funds for this claim were used toward the cost for TRACER bus replacements.

DISCUSSION

Senate Bill 1, the Road Repair and Accountability Act 2017, established the State of Good Repair program. The SGR Program provides funding each year to eligible recipients for transit repair, rehabilitation, and capital projects that keep public transit system in a state of good repair. SJCOG distributes SGR funds to eligible project sponsors (local agencies) under its regional jurisdiction. Eligible SGR projects include:

- Transit capital projects or services to maintain or repair a transit operators transit vehicle fleet or transit facilities;
- The design, acquisition and construction of new vehicles or facilities that improve existing transit service; and
- Transit services that complement local efforts for repair and improvement of local transportation infrastructure.

The City is using SGR funds to support the cost of equipment replacement for the City's TRACER bus system. Money for this claim is being used toward the cost of two replacements of buses within the City's existing fleet that are beyond their useful life as outlined by Federal Transit Administration (FTA) guidance. The two buses purchased are 26-foot cutaway buses that were ordered in 2020, but only delivered in early 2022 due to supply chain issues.

The total claim for SGR is \$61,372, which includes \$17,528 from the SGR Program's FY17/18 apportionment, and \$43,844 from the program's FY18/19 apportionment. This reimbursement claim will use the remaining balance of funds from the FY17/18 apportionment and will leave approximately \$67,000 remaining in the FY18/19 apportionment. The balance of funds will be used toward a future SGR project.

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 SGR funding. Such funding is budgeted to be reimbursed for FY 2021-2022 for the bus purchased made in the transit program.

RECOMMENDATION

Staff recommends that City Council adopt a resolution approving the claim to be submitted to the SJCOG for SGR funds in the amount of \$17,528 for the program's FY 2017-2018 project and \$43,844 for the program's FY 2018-2019 project 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, Assistant City Manager

Approved by: Michael Rogers, City Manager

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING THE SUBMISSION OF A CLAIM TO THE SAN JOAQUIN COUNCIL OF GOVERNMENTS FOR STATE OF GOOD REPAIR PROGRAM FUNDS IN THE AMOUNT OF \$17,528 FOR THE FISCAL YEAR 2017-2018 PROJECT AND \$43,844 FOR THE FISCAL YEAR 2018-2019 PROJECT, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE CLAIM

WHEREAS, the City of Tracy has received funding through the San Joaquin Council of Governments (SJCOG) for the California Department of Transportation's (Caltrans) State of Good Repair (SGR) Program; and

WHEREAS, the City has purchased two buses that are eligible for use of SGR program funds; and

WHEREAS, in order to receive the funding, the City must submit a claim with SJCOG and request reimbursement; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves the claim to be submitted to the SJCOG for SGR funds in the amount of \$17,528 for the program's FY 2017-2018, and \$43,844 for the program's FY 2018-2019, and authorizes the City Manager or designee to execute the claim.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on August 16, 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.M

REQUEST

ADOPT A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE MASTER PROFESSIONAL SERVICES AGREEMENT (MPSA) FOR PROFESSIONAL LAND DEVELOPMENT SERVICES WITH SNG AND ASSOCIATES, INC. FOR A NOT-TO-EXCEED AMOUNT OF \$500,000 AND EXTENDING THE TERM TO OCTOBER 31, 2022

EXECUTIVE SUMMARY

This agenda item, with City Council approval, would approve Amendment No. 2 to the Master Professional Services Agreement (MPSA) with SNG & Associates, Inc. (Consultant) for professional land development services for a not-to-exceed amount of \$500,000.

DISCUSSION

The Development Services Department staff is working with various developers on a large number of entitlement applications, most of which include the need for specialized engineering analyses and other engineering assistance. Some examples include on-going development and entitlement in the Cordes Ranch Specific Plan (International Park of Commerce), Northeast Industrial Specific Plan, I-205 Corridor Specific Plan, Tracy Hills Specific Plan, Ellis Specific Plan, Tracy Village Specific Plan, minor subdivisions, and various other development projects. Typical Consultant tasks for development and entitlement services include site plan review of development review applications, coordinating with other consultants for technical memorandums, determining a list of mitigations to address impacts, plan-checking improvement plans, confirming conformance with tentative maps, and other ancillary tasks.

The City and Consultant entered into an MPSA for Professional Land Development Services, which was approved by the City Council on October 18, 2016, under Resolution No. 2016-213. This original MPSA was without a total aggregate contractual dollar limit and without term limits.

The City addressed the lack of limitations in the MPSA with Amendment No. 1 which City Council approved on September 19, 2017, under Resolution No. 2017-194. The amendment also added Section 2.1 to the MPSA which authorized the Development Services Director to extend the term of the MPSA for two additional years. On January 23, 2020, the term of the MPSA was extended to June 30, 2022 via a letter from the Development Services Director. The letter did not modify the contractual dollar limit.

City staff seeks to extend the term of the MPSA by four months to October 31, 2022 to allow Consultant to continue to provide processing of several land development projects in the City. The additional time is needed so that the City can address legal issues that arose as a result of lawsuits and new industry practices for retaining consultants, classifications of consultant's employees, and CalPERS annuitants. Amendment No. 2 will also reduce the total aggregate contractual dollar limit to \$500,000.

Once the legal issues are addressed, City staff will then bring to City Council a consent item to award two new MPSAs to two consultants as a result of a Request for Proposals (RFP) for Entitlement, Land Development, and Plan Checking Engineering Services for Land Development Projects. The City issued the RFP on December 17, 2020.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Governance Strategic Priority, which is to provide an outstanding quality of life by enhancing the City's fiscal stability, retain and attract new talent, improve the use of technology, and enhance transparency for the betterment of the Tracy community.

FISCAL IMPACT

The cost of the work performed by Consultant will be captured through developer contributions. The developer contributions include Cost Recovery Agreements, plan-check fees, and/or other fees per the City's Master Fee Schedule. It should be noted that Cost Recovery Agreements cover the costs of staff time and consultant work related to each project.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving Amendment No. 2 to the Master Professional Services Agreement (MPSA) with SNG and Associates for professional land development services for a not-to-exceed amount of \$500,000 and extending the term of the MPSA to October 31, 2022.

Prepared by: Al Gali, Associate Engineer

Reviewed by: Robert Armijo, PE, City Engineer / Assistant Development Services Director
Kris Balaji, PMP, PE, Development Services Director
Sara Cowell, Interim Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – Amendment No. 2 to Master Professional Services Agreement

CITY OF TRACY
AMENDMENT NO. 2 TO
MASTER PROFESSIONAL SERVICES AGREEMENT WITH SNG & ASSOCIATES, INC.

This Amendment No. 2 (**Amendment**) to the Master Professional Services Agreement is entered into between the City of Tracy, a municipal corporation (**City**), and SNG & Associates, Inc., a California Corporation (Consultant). City and Consultant are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A. The City and Consultant entered into a *Master Professional Services Agreement (Agreement)* for Professional Land Development Services, which was approved by the City Council on *October 18, 2016* under Resolution No. 2016-21.
- B. City Council approved Amendment No.1 to the Agreement on September 19, 2017 under Resolution No. 2017-194. On January 23, 2020, the term of the Agreement was extended to be valid until June 30, 2022.
- C. The City seeks to amend the Agreement to extend the term of the Agreement upto October 31, 2022

Now therefore, the Parties mutually agree as follows:

1. Incorporation by Reference. This Amendment incorporates by reference all terms set forth in the Agreement, unless specifically modified by this Amendment. The terms which are not specifically modified by this Amendment will remain in effect.

2. Terms of Amendment.

Section 2 of the Agreement, entitled "Time of Performance" is hereby amended to read as follows:

"Time is of the essence in the performance of services under this Agreement and the timing requirements set forth here 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 each individual Notice to Proceed. Any services for which times for performance are not specified in each individual Notice to Proceed 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 extensions of time 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. The terms of the master professional services agreement will be valid until October 31, 2022.

Section 3.1 of the Agreement entitled, "Compensation" is hereby amended and replaced in its entirety to read as follows:

“For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rate amounts set forth in Exhibit “B”, attached and incorporated by reference. Consultant’s fee for this Amendment is not to exceed \$500,000 for services up to October 31, 2022. Consultant’s billing rates, and Not to Exceed amount, shall cover costs and expenses for Consultant’s performance of this Agreement. No work shall be performed by Consultant in excess of the Not to Exceed amount without City’s prior written approval.”

Exhibit “B” is replaced with current Billing Rates.


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. This Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

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

City of Tracy

SNG & ASSOCIATES, INC.

By: _____

By:  _____

Title: Mayor

Nanda K. Gottiparthi

Date: _____

Title: President

Nancy D. Young

Date: July 20, 2022

Attest:

By: _____
Adrienne Richardson, City Clerk

By:  _____
Sangeeta Gottiparthi

Title: Treasurer

Date: July 20, 2022

Approved as to form

By: _____
Bijal M. Patel, City Attorney

EXHIBIT B - Compensation

BILLING RATES SCHEDULE

<u>Position</u>	<u>Hourly Rate</u>
Principal Engineer	231.00
Senior Project Manager	201.00
Project Manager	191.00
Senior Engineer	181.00
Construction Manager	168.00
Associate Engineer II	168.00
Associate Engineer I	149.00
Assistant Engineer	139.00
Senior Engineering Inspector	165.00
Engineering Technician/CAD Drafting	129.00
Engineering Inspector	139.00
Clerical/ Admin Support	95.00

Note: Sub-consultants and outside services billed at 110% of actual cost.

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL
RESOLUTION 2022-_____

APPROVING AMENDMENT NO. 2 TO THE MASTER PROFESSIONAL SERVICES AGREEMENT (MPSA) FOR PROFESSIONAL LAND DEVELOPMENT SERVICES WITH SNG AND ASSOCIATES, INC. FOR A NOT-TO-EXCEED AMOUNT OF \$500,000 AND EXTENDING THE TERM OF THE MPSA TO OCTOBER 31, 2022

WHEREAS, Development interest in the City of Tracy is at an amount requiring outside assistance in reviewing, conditioning, checking, and processing development applications; and

WHEREAS, The City of Tracy requires the support of an experienced engineering firm specializing in providing land development services to perform these tasks; and

WHEREAS, SNG & Associates, Inc. (Consultant) has been satisfactorily providing professional land development services per the terms of the Master Professional Services Agreement (MPSA) approved by the City Council on October 18, 2016, under Resolution No. 2016-213; and

WHEREAS, City staff seeks to extend the MPSA of the Consultant by four months, which will extend the term of the MPSA to October 31, 2022 to continue to provide processing of several land development projects in the City; and

WHEREAS, Amendment No. 2 will reduce the not-to-exceed amount to \$500,000 for the four month duration; and now, therefore, be it

RESOLVED: That the City Council of the City of Tracy, hereby approves Amendment No. 2 to the Master Professional Services Agreement with SNG & Associates, Inc. to provide professional land development services for a not-to-exceed amount \$500,000 and extending the term of the MPSA to October 31, 2022.

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on the 16th day of August 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.N

REQUEST

RECEIVE AN INFORMATIONAL UPDATE REGARDING THE IMPLEMENTATION OF THE FISCAL YEAR 2021-2023 MULTI-YEAR AND SHORT-TERM CITY COUNCIL STRATEGIC PRIORITIES AND WORK PLAN

EXECUTIVE SUMMARY

In January 2021, the Tracy City Council held a series of special meeting workshops to discuss the topics of City governance, fiscal sustainability, and strategic priorities. On March 16, 2021, the Council adopted Resolution 2021-034 outlining the City Council strategic priorities for FY 2021-2023. The four strategic priority areas adopted by the City Council include Public Safety, Quality of Life, Economic Development, and Governance. For reference, Attachment A presents each strategic priority area in a summarized format.

This agenda item provides an informational update regarding staff's implementation of the Council's adopted strategic priorities. For reference, Attachment B presents the multi-year goals affirmed by Council during the January 2021 workshop. The attachment also notes the current status of staff's efforts in meeting the established goals and objectives.

DISCUSSION

On March 16, 2021, the City Council adopted Resolution 2021-034 outlining the City Council's strategic priorities for FY 2021-2023. The strategic priority work plan contains a total of 82 action items within the categories of Public Safety, Quality of Life, Economic Development, and Governance.

Priority Setting Framework

The City Council priority-setting discussion was grounded on the idea that it is important to keep the long-term view in focus while establishing what can be reasonably accomplished in the short-term. Council defined short-term and multi-year priorities as the following:

- Short-term priorities are defined as initiatives that are expected to be completed within the next 12-18 months and have been identified as a top priority.
- Multi-year priorities are defined as major initiatives that will require ongoing attention and action but that are not likely to be completed within the next 12-18 months.

As a starting point, potential priorities were organized into the same four strategic priority categories used previously and reflected a combination of “continuing items” and new items generated from input received prior to the workshop. The strategic priority areas include:

Economic Development

To enhance the competitiveness of the City while further developing a strong and diverse economic base.

Governance

To enhance fiscal stability, retain and attract new talent, improve the use of technology, and enhance transparency for the betterment of the Tracy community.

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 Tracy 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 positive change and progress in our community.

As noted above, Attachment B presents the multi-year goals affirmed by Council during the January 2021 workshop. The attachment also notes the current status of staff’s efforts in meeting the established goals and objectives. The short-term priorities that are included in the attachment are a combination of continuing efforts and new priorities discussed during the January 2021 workshop.

STRATEGIC PLAN

This agenda item supports the City Council’s FY 2021-2023 Governance Strategic Priority, and specifically implements the following goal:

Goal 1: Model good governance, teamwork, and transparency.

FISCAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDATION

That the City Council receive an informational update regarding the implementation of the FY 2021-2023 multi-year and short-term strategic priorities and work plan.

Agenda Item 1.N

August 16, 2022

Page 3

Prepared by: Vanessa Carrera, Assistant to the City Manager

Reviewed by: Karin Schnaider, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENT

A - FY 2021-2023 City Council Strategic Priority Boards

B - FY 2021-2023 City Council Strategic Priority Work Plan



GOVERNANCE

Purpose: To enhance fiscal stability, retain and attract new talent, improve the use of technology, and enhance transparency for the betterment of the Tracy community.

Goal #1

Model Good Governance, Teamwork, and Transparency

- 1) Evaluate City advisory bodies' scope and policy framework and provide recommendations to Council.
- 2) Conduct Advisory Bodies Code of Conduct Training.
- 3) Identify Council public service announcement opportunities within available budget.

Goal #2

Ensure Short- and Long-term Fiscal Health

- 1) Develop and provide policy recommendations to balance the City's budget.
- 2) Adopt Council Budget Principles.
- 3) Develop a Financial Sustainability Plan to address long-term fiscal challenges.
- 4) Update City Purchasing Policy.
- 5) Develop City Grant Policy.
- 6) Complete Rate and Fee Studies: Solid Waste, Wastewater, Citywide, Core Fees, Master Impact Fees.
- 7) Initiate Cost Allocation Study; create replacement schedules for Vehicle and Equipment; building maintenance; Information Technology.
- 8) Develop long-term funding options for City Services, including but not limited to road and park maintenance and replacement (City, LMD, and CFD).
- 9) Develop funding plan for fire station construction.
- 10) Continue implementation of the Fiscal Sustainability Plan.

Goal #3

Increase Public Awareness Around City Finances and Other Civic Matters

- 1) Conduct informational, virtual Council/Community Workshops.
- 2) Partner with local community organizations to showcase City services.
- 3) Develop and implement public service announcements via the City's social media platforms.

Goal #4

Enhance Community Engagement Through Technology

- 1) Conduct National Community Survey (NCS) to better assess community priorities.
- 2) Implement new City website content management system (CMS).





PUBLIC SAFETY

Purpose: 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 Tracy residents.

Goal #1

Support COVID-19 Public Health Recovery

- 1) Coordinate with the San Joaquin County Public Health Department and Office of Emergency Services to implement and manage a Vaccination Plan in Tracy.

Goal #2

Implement the Adopted Homelessness Strategic Plan

- 1) Secure capital funding to construct a Temporary Emergency Housing Facility (Arbor Rd Project).
- 2) Secure ongoing funding to operate the facility.
- 3) Partner and contract with shelter service providers to operate the facility.
- 4) Coordinate/facilitate regular meeting with local homeless service providers to better deliver homeless/social services to the community.
- 5) Identify local, state, and federal funding opportunities to continue to address homeless support services during the COVID-19 pandemic.

Goal #3

Strengthen Citywide Emergency Operations Preparedness

- 1) Coordinate with the San Joaquin County Public Health Department and Office of Emergency Services to implement and manage a Vaccination Plan in Tracy.

Goal #4

Continue to Strengthen Community Safety Through Crime Prevention Reduction Activities

- 1) Continue to enhance and implement the use of technology (such as social media, stationary cameras, drones, and crime analytics) to generate evidence based intelligence to enhance enforcement efforts.

Goal #5

Complete Phase 2 of Personnel Transition Plan with SSJCFA

- 1) Complete and Present Fiscal Analysis of the South San Joaquin County Fire Authority (SSJCFA) Personnel Transition Plan (Phase 2) to Council.
- 2) Coordinate with SSJCFA to present the Personnel Transition Plan (Phase 2) to Council.

Goal #6

Implement Equity and Empowerment Strategies/Initiatives

- 1) Continue supporting policies and best practices that prevent police violence, as referenced in the approved Tracy Equity and Empowerment Initiative.
- 2) Continue to participate in training opportunities focused on fairness in policing, de-escalation strategies, implicit bias, cultural competency, and officer wellness.
- 3) Present use of force data to Council through the Tracy Police Department Annual Report and publish online for public viewing.





ECONOMIC DEVELOPMENT

Purpose: To enhance the competitiveness of the City while further developing a strong and diverse economic base.

Goal #1

Support Local Businesses Impacted by COVID-19

- 1) Support local businesses and streamline the process for businesses to reopen in accordance with public health regulations.
- 2) Coordinate with the Tracy Chamber of Commerce and Tracy City Center Association (TCCA) to develop and implement a “Shop Tracy” marketing and outreach campaign.
- 3) Administer remaining funds for the Small Business Relief Grant Program and other small business loans.
- 4) Coordinate a roundtable discussion and response to industry needs.
- 5) Award FY 2021-22 Community Development Block Grant funding.
- 6) Implement FY 2021-22 Community Development Block Grant funding.

Goal #2

Continue to Support Valley Link

- 1) Respond and provide feedback on the Valley Link Environmental Impact Report (EIR).
- 2) Maintain quarterly contact with Valley Link Executive Director.
- 3) Rezone industrial land on 3rd Street near the downtown bowtie area for residential development.
- 4) Continue lobbying efforts at State and Federal level in support of funding for Valley Link.
- 5) Participate in Valley Link board meetings.

Goal #3

Continue to Advance Transit Oriented Development (TOD) Opportunities

- 1) Approve Scope of Work to begin Transit Oriented Development (TOD) Plan.
- 2) Conduct TOD Stakeholder and community outreach meetings.
- 3) Draft land use conceptual plans and alternatives.
- 4) Conduct market and fiscal analyses.
- 5) Draft TOD Specific Plan.
- 6) Prepare Administrative Draft Environmental Impact Report.

Goal #4

Attract Businesses and Jobs That Meet the Needs and Desires of the Community

- 1) Conduct Council workshop on the City’s Economic Development efforts and strategies.
- 2) Develop FY 21-23 Economic Development Strategic Plan.
- 3) Update the City’s retail and industrial business attraction list.
- 4) Develop and implement a marketing campaign to attract specific businesses and industries.
- 5) Promote the City at trade shows and industry events (post pandemic).

Goal #5

Develop Policies to Target New Jobs in Innovative Industries

- 1) Complete issuance of cannabis business permits.
- 2) Complete Conditional Use Permit processes for cannabis Business Permit holders.
- 3) Initiate second round of Cannabis Business Permits.
- 4) Identify and market industrial properties attractive to Electric Vehicle (EV) testing and development.
- 5) Initiate marketing for enhancement of the green economy cluster and develop strategies for business growth and attraction.
- 6) Rezone and complete environmental review for the Chrisman Road property to attract innovation industry tenants.

Goal #6

Pursue Smart Growth Strategies for Balanced Growth in the City

- 1) Conduct Council workshop on residential growth management.
- 2) Conduct Council workshop on General Plan Land Use and Circulation Elements, and the Transportation Master Plan.
- 3) Rezone Tracy Westside (Gateway) property for mix of land uses to attract businesses, future hospital, range of residential, and various types of assisted and independent/senior housing.
- 4) Pursue zoning ordinance amendments to increase residential densities.





QUALITY OF LIFE

Purpose: To provide an outstanding quality of life by enhancing the City’s amenities, business mix and services and cultivating connections to promote positive change and progress in our community.

Goal #1

Advance Green and Roadway Infrastructure Projects That Improve Connectivity, Including Bike Lanes

- 1) Complete PCI Road Condition study.
- 2) Continue Corral Hollow Road Widening Project between Park Side Drive and Linne Road:
 - a) Complete acquisition of Rights of Way;
 - b) Complete design; c) Advertise for construction bids; d) Award construction contract; e) Start construction;
 - f) Complete construction.
- 3) Complete Phase 2B Wastewater Treatment Plant Expansion.
 - a) Advertise for construction bids; b) Award construction contract; c) Start construction;
 - d) Complete construction.
- 4) Adopt new Citywide Infrastructure Master Plans.
- 5) Include green technologies in infrastructure solutions (e.g. roundabouts, dual use of storm drain facilities, traffic signal coordination).

Goal #2

Facilitate the Completion of Measure V Amenities

- 1) Revisit Measure V amenities planning (e.g., aquatics center, multi-generational gymnasium, legacy fields).
- 2) Advance Measure V amenity planning.
- 3) Implement design of Measure V amenity.
- 4) Break ground on Measure V amenity.

Goal #3

Provide City Programming and Events That Bolster Quality of Life

- 1) Reinstitute special events, Parks & Recreation, and Cultural Arts programming in alignment with Public Health guidelines.
- 2) Reinstitute special events, Parks & Recreation, and Cultural Arts programming to pre-COVID levels.

Goal #4

Implement Affordable Housing Initiatives

- 1) Facilitate the development of affordable housing via affordable housing-focused policies and initiatives.
- 2) Pursue, encourage, and incentivize non-profit affordable housing developers to build in Tracy.
- 3) Approve Scope of Work to begin Council identified workforce/affordable housing policy changes.
- 4) Streamline multi-family permit process by removing requirements for Conditional Use Permits.
- 5) Amend Accessory Dwelling Unit (ADU) ordinance and develop “off-the shelf” ADU example designs.
- 6) Amend parking requirements for multi-family developments.
- 7) Amend zoning ordinance development standards.
- 8) Evaluate potential amendments to the Growth Management Ordinance (GMO)



ATTACHMENT B
FY 2021-2023 COUNCIL STRATEGIC PRIORITIES WORK PLAN

Adopted by Council on March 16, 2021

Updated August 16, 2022

Governance

To enhance fiscal stability, retain and attract new talent, improve the use of technology, and enhance transparency for the betterment of the Tracy community.

Multi-Year Priorities (Goals)	Short-Term Priorities (Objectives)	Estimated Completion of Short-Term Priorities	Department Lead	Comments/ Status Updates
1. Model good governance, teamwork, and transparency.	<ol style="list-style-type: none"> 1. Evaluate City advisory bodies' scope and policy framework and provide recommendations to Council. 2. Conduct Advisory Bodies Code of Conduct Training. 3. Identify Council public service announcement opportunities within available budget. 	<ol style="list-style-type: none"> 1. Q3 2021 2. Q2 2022 3. Q1 2021 & Ongoing 	City Manager's Office	<ol style="list-style-type: none"> 1. Discussed role, makeup, and necessity of City boards and commissions with the City Council in March 2021. 2. Code of Conduct training completed on May 18, 2021. 3. Produced over 20 City Council public service announcements since July 1, 2021. Efforts remain ongoing.
2. Ensure short and long- term fiscal health.	<ol style="list-style-type: none"> 1. Develop and provide policy recommendations to balance the City's budget. 2. Adopt Council Budget Principles. 3. Develop a Financial Sustainability Plan to address long- term fiscal challenges. 	<ol style="list-style-type: none"> 1. Q2 2022 2. Q1 2021 3. Q2 2021 	Finance Department	<ol style="list-style-type: none"> 1. Completed as part of FY 2021-2022 budget. 2. Adopted in March 2021. 3. Completed in March 2021.

<p>2. Ensure short and long- term fiscal health.</p>	<ol style="list-style-type: none"> 4. Update City Purchasing Policy. 5. Develop City Grant Policy. 6. Complete Rate and Fee Studies: Solid Waste, Wastewater, Citywide, Core Fees, Master Impact Fees. 7. Initiate Cost Allocation Study; create replacement schedules for Vehicle and Equipment; building maintenance; Information Technology. 8. Develop long-term funding options for City Services, including but not limited to road and park maintenance and replacement (City, LMD, and CFD). 9. Develop funding plan for fire station construction. 10. Continue implementation of Fiscal Sustainability Plan. 	<ol style="list-style-type: none"> 4. Q3 2022 5. Q2 2021 6. Q3 2022 7. Q4 2021 8. Q4 2021 9. Q3 2021 10. Q4 2022 	<p>Finance Department</p>	<ol style="list-style-type: none"> 4. In progress and anticipated to be completed September 2022. 5. Completed on May 25, 2021. 6. Solid Waste fee study completed April 2022; Core Fees completed January 2022; Wastewater, Citywide, and Master Impact Fees in progress with various completion dates. 7. Internal Service Fund analysis completed in January 2022. 8. Landscape and park maintenance funding discussion will be presented in conjunction with the Parks Master Plan update. 9. Fire station funding discussion presented in conjunction with Public Safety Master Plan update. 10. City Council Fiscal Sustainability Ad-Hoc Committee extended through 12/31/2022.
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<p>3. Increase Public Awareness around City finances and other civic matters.</p>	<ol style="list-style-type: none"> 1. Conduct informational, virtual Council/Community Workshops. 2. Partner with local community organizations to showcase City services. 3. Develop and implement public service announcements via the City's social media platforms. 	<ol style="list-style-type: none"> 1. Q3 2021 2. Q1 2022 3. Q3 2021 	<p>City Manager's Office</p>	<ol style="list-style-type: none"> 1. Virtual and hybrid City Council and community workshops were implemented in Spring 2020 and remain ongoing. 2. Partnership opportunities with the Tracy Chamber of Commerce and Tracy City Center Association remain ongoing and include the State of the City event, Real Estate Development (RED) Tour, and downtown special events. 3. In 2021, the City filmed over 50 City Council meetings which were programmed live over Facebook, WebEx, and Channel 26/99, and continued to share important information on COVID-19 testing and vaccination opportunities through the City's communication channels.
<p>4. Enhance community engagement through technology.</p>	<ol style="list-style-type: none"> 1. Conduct National Community Survey (NCS) to better assess community priorities. 	<ol style="list-style-type: none"> 1. Q4 2021 2. Q4 2021 	<p>City Manager's Office</p>	<ol style="list-style-type: none"> 1. Completed the National Community Survey and presented results to Council

	2. Implement new City website content management system (CMS).			in February 2022. 2. Completed the roll-out of the new City website content management system in January 2022.
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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 Tracy residents.

Multi-Year Priorities (Goals)	Short-Term Priorities (Objectives)	Estimated Completion of Short-Term Priorities	LEAD	Comments/ Status Updates
1. Support COVID-19 public health recovery.	1. Coordinate with the San Joaquin County Public Health Department and Office of Emergency Services to implement and manage a Vaccination Plan in Tracy.	1. Q1 2021 & Ongoing	South San Joaquin County Fire Authority & Human Resources Department	1. Facilitated local vaccination site coordination with the County and its service providers. The City continues to share information on COVID-19 testing and vaccination opportunities through its communication channels. In June 2022, the City facilitated distribution of over 20,000 COVID-19 Antigen Rapid Tests provided by San Joaquin County Health Department.

<p>2. Implement the Adopted Homelessness Strategic Plan.</p>	<ol style="list-style-type: none"> 1. Secure capital funding to construct a Temporary Emergency Housing Facility (Arbor Rd Project). 2. Secure ongoing funding to operate the facility. 3. Partner and contract with shelter service providers to operate the facility. 4. Coordinate/facilitate regular meetings with local homeless service providers to better deliver homeless/social services to the community. 5. Identify local, state, and federal funding opportunities to continue to address homeless support services during the COVID-19 pandemic. 	<ol style="list-style-type: none"> 1. Q2 2021 Funding; Q2 2022 Construction 2. Ongoing 3. Q3, Q4 2021 4. Q2 2021 5. Ongoing 	<p>City Manager's Office</p>	<ol style="list-style-type: none"> 1. Secured roughly \$7 million in local, state, and federal funding. 2. The City Council has committed \$1.8 million for two years of operations. The City continues to seek grant funding opportunities. 3. Request for Proposals for Temporary Emergency Housing Facility operator was issued in May 2022. Staff will present operator recommendation and draft contract to Council in summer 2022. 4. This effort is achieved through the quarterly Homeless Advisory Committee meetings. 5. Federal funding (CARES Act and American Rescue Plan Act) was allocated for homeless support services including warming center operations and mobile shower unit.
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<p>3. Strengthen Citywide Emergency Operations Preparedness.</p>	<p>1. Develop a Citywide Emergency Operations Plan, including Council and staff training and a local pandemic response plan.</p>	<p>1. Q4 2021</p>	<p>South San Joaquin County Fire Authority</p>	<p>1. Draft Citywide Emergency Operations Plan has been prepared and will be presented before the Council in 2022.</p>
<p>4. Continue to strengthen community safety through crime prevention reduction activities.</p>	<p>1. Continue to enhance and implement the use of technology (such as social media, stationary cameras, drones, and crime analytics) to generate evidence-based intelligence to enhance enforcement efforts.</p>	<p>1. Q2 2022 and ongoing</p>	<p>Tracy Police Department</p>	<p>1. Developed plan to implement License Plate Readers throughout the city. Secured federal funding for the first year of the project. Currently waiting for council approval for the rest of the contract. Police Dept. Communications Outreach Coordinator position filled. Drone program fully functional, with consideration for possible expansion.</p>
<p>5. Partner with the South San Joaquin County Fire Authority (SSJCFA) to Complete Phase 2 of the Personnel Transition Plan.</p>	<p>1. Complete and Present Fiscal Analysis of the SSJCFA Personnel Transition Plan (Phase 2) to Council. 2. Coordinate with SSJCFA to present the Personnel Transition Plan (Phase 2) to Council.</p>	<p>1. Q4 2021 2. Q4 2021</p>	<p>City Manager's Office & South San Joaquin County Fire Authority</p>	<p>1. Accepted by Council on March 2, 2021. 2. Adopted by the City Council with conditions on August 17, 2021.</p>
<p>6. Implement Equity and Empowerment Strategies and Initiatives.</p>	<p>1. Continue supporting policies and best practices that prevent police violence, as referenced in the approved Tracy Equity and Empowerment Initiative.</p>	<p>1. Q3 2020 & Ongoing</p>	<p>Tracy Police Department</p>	<p>1. Fully staffed Professional Standards and Training Division. Review and update of policies is ongoing.</p>

	<ol style="list-style-type: none"> 2. Continue to participate in training opportunities focused on fairness in policing, de-escalation strategies, implicit bias, cultural competency, and officer wellness. 3. Present use of force data to Council through the Tracy Police Department Annual Report and publish online for public viewing. 	<ol style="list-style-type: none"> 2. Ongoing 3. Ongoing 		<ol style="list-style-type: none"> 2. De-escalation training and implementation of less lethal tools is in progress. 3. Annual report, which includes all use of force data, has been presented to Council and is posted publicly on the City of Tracy web site.
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Economic Development

To enhance the competitiveness of the City while further developing a strong and diverse economic base.

Multi-Year Priorities (Goals)	Short-Term Priorities (Objectives)	Estimated Completion of Short-Term Priorities	Lead	Comments/ Status Updates
1. Support local businesses impacted by COVID.	<ol style="list-style-type: none"> 1. Support local businesses and streamline the process for businesses to reopen in accordance with public health regulations. 2. Coordinate with the Tracy Chamber of Commerce and Tracy City Center Association (TCCA) to develop and implement a “Shop Tracy” marketing and outreach campaign. 3. Administer remaining funds for the Small Business Relief Grant Program and other small business loans. 4. Coordinate a roundtable discussion and response to industry needs. 5. Award FY 2021-22 Community Development Block Grant funding. 	<ol style="list-style-type: none"> 1. Ongoing 2. Q2 2021 3. Q3 2021 4. Q4 2021 5. Q2 2021 6. Q1 2022 	Economic Development	<ol style="list-style-type: none"> 1. Held COVID-19 Strategies Committee meetings with small businesses; shared COVID-19 related resources; implemented the Downtown Streatory program; waived fees for various outdoor dining temporary use permits. 2. Continued to implement the “Support Tracy” shop local campaign which included digital

	<p>6. Implement FY 2021-22 Community Development Block Grant (CDBG) funding.</p>			<p>advertisements, new logo, and window decals.</p> <p>3. Deployed over \$700,000 in funding through small business grants and forgivable loans to support business retention and recovery.</p> <p>4. Conducted an industrial roundtable on September 14, 2021.</p> <p>5. Deployed FY 21-22 CDBG grants to fund \$74,712 in Public Service funding to local nonprofits in support of programs serving low- and moderate-income individuals. Awarded \$163,461 in HOME funding and \$403,365 in CDBG Public Facilities funding.</p> <p>6. Presented FY 2021-22 CDBG funding recommendations to Council for adoption on March 16, 2021. Funds have been awarded and grant administration continues.</p>
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<p>2. Continue to Support Valley Link.</p>	<ol style="list-style-type: none"> 1. Respond and provide feedback on the Valley Link Environmental Impact Report (EIR). 2. Maintain quarterly contact with Valley Link Executive Director. 3. Rezone industrial land on 3rd Street near the downtown bowtie area for residential development. 4. Continue lobbying efforts at the State and Federal level in support of funding for Valley Link. 5. Participate in Valley Link board meetings. 	<ol style="list-style-type: none"> 1. Ongoing 2. Ongoing 3. Q2 2022 4. Ongoing 5. Ongoing 	<p>Development Services</p>	<ol style="list-style-type: none"> 1. City staff submitted comments on January 19, 2021; the Tri Valley San Joaquin Valley Regional Rail Authority board certified the Valley Link Final EIR on May 12, 2021. Valley Link will be preparing a NEPA Environmental Impact Statement and CEQA Supplemental EIR which will be reviewed by City staff as they are released (anticipated 2023). 2. Contact and coordination with Valley Link remains ongoing. 3. Completed. Rezoning was approved by the City Council on March 1, 2022. 4. Efforts remain ongoing. 5. Development Services staff regularly participate in Valley Link meetings.
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<p>3. Continue to Advance Transient Oriented Development (TOD) opportunities.</p>	<ol style="list-style-type: none"> 1. Approve Scope of Work to begin Transit Oriented Development (TOD) Plan. 2. Conduct TOD Stakeholder and community outreach meetings. 3. Draft land use conceptual plans and alternatives. 4. Conduct market and fiscal analyses. 5. Draft TOD Specific Plan. 6. Prepare Administrative Draft Environmental Impact Report. 	<ol style="list-style-type: none"> 1. Q1 2021 2. Q3 2021 3. Q4 2021 4. Q4 2021 5. Q2 2022 6. Q2 2022 	<p>Development Services</p>	<ol style="list-style-type: none"> 1. Completed, scope of work approved by the City Council on March 2, 2021. 2. Community outreach meetings anticipated to occur in fall 2022. 3. Draft land use conceptual plans and alternatives will be presented during the community outreach meetings in fall 2022. 4. In progress. A draft will be available in fall 2022. City Council and public review to take place in spring 2023. 5. Anticipated completion in 2023. 6. Anticipated completion in 2023.
<p>4. Attract businesses and jobs that meet the needs and desires of the community.</p>	<ol style="list-style-type: none"> 1. Conduct Council workshop on the City's Economic Development efforts and strategies. 2. Develop FY 21-23 Economic Development Strategic Plan. 3. Update the City's retail and industrial business attraction list. 4. Develop and implement a marketing campaign to attract specific businesses and industries. 5. Promote the City at trade shows and industry events (post pandemic). 	<ol style="list-style-type: none"> 1. Q3 2021 2. Q4 2021 3. Q3 2021 4. Q1 2022 5. Ongoing 	<p>Economic Development</p>	<ol style="list-style-type: none"> 1. Economic Development updates were presented to the City Council in October 2021 and June 2022. 2. Staff issued an RFP on January 20, 2022 for consultant to assist with the Economic Development Strategic Plan update and is

				<p>currently working with the consultant.</p> <p>3. The City's retail and industrial business attraction list has been updated and is reevaluated on an ongoing basis.</p> <p>4. The City's Economic Development marketing campaign remains ongoing and includes the Support Tracy and Discover Tracy campaigns.</p> <p>5. Staff continues to promote the City at trade shows and industry events. Recent examples include the Innovative Commerce Serving Communities (ICSC) in 2021 and 2022.</p>
<p>5. Develop policies to Target new jobs in innovative industries (e.g., cannabis; green industry).</p>	<ol style="list-style-type: none"> 1. Complete issuance of cannabis business permits. 2. Complete Conditional Use Permit processes for cannabis Business Permit holders. 3. Initiate second round of Cannabis Business Permits. 4. Identify and market industrial properties attractive to Electric Vehicle (EV) testing and development. 5. Initiate marketing for enhancement of the green economy cluster and develop strategies for business growth and attraction. 	<ol style="list-style-type: none"> 1. Q2 2021 2. Q1 2022 3. Q4 2021 4. Ongoing 5. Q2 2022 6. Q4 2022 	<p>Development Services</p> <p>Economic Development</p>	<ol style="list-style-type: none"> 1. Completed on March 3, 2022. 2. The Planning Division is currently reviewing multiple conditional use permit (CUP) applications for cannabis businesses. One CUP has been approved and three are scheduled for August 2022.

	<p>6. Rezone and complete environmental review for the Chrisman Road property to attract innovation industry tenants.</p>			<p>3. Second round of Cannabis permits to occur as determined by the City Council. 4. In progress. 5. In progress. 6. Anticipated to begin in 2023.</p>
<p>6. Pursue Smart Growth strategies for balanced growth in the City of Tracy.</p>	<p>1. Conduct Council workshop on residential growth management. 2. Conduct Council workshop on General Plan Land Use and Circulation Elements, and the Transportation Master Plan. 3. Rezone Tracy Gateway property for mix of land uses to attract businesses, future hospital, range of residential, and various types of assisted and independent/senior housing. 4. Pursue zoning ordinance amendments to increase residential densities.</p>	<p>1. Q1 2021 2. Q4 2021 3. Q3 2022 4. Q2 2022</p>	<p>Development Services</p>	<p>1. Anticipated to begin in 2023. 2. Council appropriated funding for the General Plan update in the FY 2022-23 Budget to. Funding is spread over three years. The draft Transportation Master Plan was completed in early 2022 and the final Master Plan is anticipated to be approved by Council in Nov 2022. 3. Work is underway with public outreach anticipated for Q1 2023. 4. This item requires General Plan Amendment which will be done in conjunction with the upcoming General Plan Update.</p>

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 positive change and progress in our community.

Multi-Year Priorities (Goals)	Short-Term Priorities (Objectives)	Estimated Completion of Short-Term Priorities	Lead	Comments/ Status Updates
<p>1. Advance green and roadway infrastructure projects that improve connectivity, including bike lanes.</p>	<ol style="list-style-type: none"> 1. Complete Pavement Condition Index (PCI) Road Condition study. 2. Continue Corral Hollow Road Widening Project between Park Side Drive and Linne Road: <ol style="list-style-type: none"> a. Complete acquisition of Rights of Way. b. Complete design. c. Advertise for construction bids. d. Award construction contract. e. Start construction. f. Complete construction. 3. Complete Phase 2B Wastewater Treatment Plant (WWTP) Expansion: <ol style="list-style-type: none"> a. Advertise for construction bids. b. Award construction contract. c. Start construction. d. Complete construction. 4. Adopt new Citywide Infrastructure Master Plans. 5. Include green technologies in infrastructure solutions (e.g. roundabouts, dual use of storm drain facilities, traffic signal coordination). 	<ol style="list-style-type: none"> 1. Q1 2022 2. <ol style="list-style-type: none"> a. Q2 2021 b. Q3 2021 c. Q3 2021 d. Q3 2021 e. Q3 2021 f. Q2 2023 3. <ol style="list-style-type: none"> a. Q1 2021 b. Q2 2021 c. Q3 2021 d. Q3 2023 4. Q3 2021 5. Q3 2021 	<p>Development Services & Utilities</p>	<ol style="list-style-type: none"> 1. Request for Qualifications was issued in September 2021 to bring in a qualified Pavement Management Consultant Group to update the City's PCI. The study began in spring 2022 and is anticipated to be completed by September 2022. A draft report of the study is anticipated in August 2022. 2. The project construction schedule will be dependent upon the acquisition of PG&E swing easements. These easements provide a safe distance for the power lines to move if weather conditions are windy or stormy. PG&E has acquired the easements on all but six properties. 3. Construction began in October 2021 and is progressing according to schedule. The estimated completion

				<p>date of the project is fall 2024.</p> <p>4. Five Infrastructure Master Plan updates are anticipated to be presented to Council in 2022.</p> <p>5. City is implementing Roundabouts in the Specific Plan areas and two Adaptive Signal Projects are in Design.</p>
2. Facilitate the completion of Measure V amenities.	<ol style="list-style-type: none"> 1. Revisit Measure V amenities planning (e.g., aquatics center, multi-generational rec center, legacy fields). 2. Advance Measure V amenity planning. 3. Implement design of Measure V amenity. 4. Break ground on Measure V amenity. 	<ol style="list-style-type: none"> 1. Q4 2022 2. Ongoing. 3. Q2 2023 4. Q2 2022 	Parks and Recreation	<ol style="list-style-type: none"> 1. Staff plans to return to Council in Q4 2022 with a conceptual plan and costs for the Multi-Gen Recreation Center. 2. On July 5, 2022, the City Council declared El Pescadero Park as the future site of the Multi-Gen Recreation Center. Staff plans to issue a Request for Proposals for design services of both the Nature Park Phase 1 and Ritter Family Ball Park design in Q3 2022. 3. Legacy Fields Phase 1E is targeted for completion in Spring 2023. 4. Legacy Fields Phase 1E broke ground in spring 2022.
3. Provide City programming and events that bolster quality of life.	<ol style="list-style-type: none"> 1. Reinstigate special events, Parks & Recreation, and Cultural Arts programming in alignment with Public Health guidelines. 	<ol style="list-style-type: none"> 1. Q4 2021 	Parks and Recreation	<ol style="list-style-type: none"> 1. Completed. All events and programming that were held followed all Public Health

	<ol style="list-style-type: none"> 2. Reinstigate special events, Parks & Recreation, and Cultural Arts programming to pre-COVID levels. 	<ol style="list-style-type: none"> 2. Q3 2022 		<ol style="list-style-type: none"> 2. Currently all special events and programming are taking place in alignment with Public Health guidelines and are steadily reaching pre-Covid levels.
<ol style="list-style-type: none"> 4. Implement affordable housing initiatives. 	<ol style="list-style-type: none"> 1. Facilitate the development of affordable housing via affordable housing-focused policies and initiatives. 2. Pursue, encourage, and incentivize non-profit affordable housing developers to build in Tracy. 3. Approve Scope of Work to begin Council identified workforce/affordable housing policy changes. 4. Streamline multi-family permit process by removing requirements for Conditional Use Permits. 5. Amend Accessory Dwelling Unit (ADU) ordinance and develop "off-the shelf" ADU example designs. 6. Amend parking requirements for multi-family developments. 7. Amend zoning ordinance development standards. 8. Evaluate potential amendments to the Growth Management Ordinance (GMO). 	<ol style="list-style-type: none"> 1. Ongoing 2. Ongoing 3. Q1 2021 4. Q2 2022 5. Q2 2022 6. Q2 2022 7. Q2 2022 8. Q1 & Q2 2022 	<p>Development Services / Economic Development</p>	<ol style="list-style-type: none"> 1. Implemented the City's first affordable housing policy by joining the California Housing Agency Consortium. Staff is also evaluating residential setbacks, densities, development standards, and streamlining the review process for residential development. Planning Commission workshop is scheduled for September 2022, public hearings will follow in late 2022. 2. Affordable housing initiatives underway. 3. The Scope of Work was approved on October 1, 2021 for PlaceWorks, Inc. (funded by a State grant) to assist with workforce and affordable housing policy changes. This is part of the process to implement affordable

				<p>housing policies/initiatives highlighted in Items 1, 4, 5, 6 and 7 under the implementation of affordable housing initiatives.</p> <p>4. Staff is evaluating the zone districts to remove requirements for Conditional Use Permits. Planning Commission workshop scheduled for September 2022. Public Hearings to take place in late 2022.</p> <p>5. Staff created six different ADU designs of varying square footages which have been finalized and are now available for free public use. Amendment for ADU ordinance will be considered at the Planning Commission workshop scheduled in Sept 2022. Public Hearings to follow in late 2022.</p> <p>6. Draft amendments to reduce parking requirements for multi-family developments in the City's Zoning Ordinance and Specific Plans is nearing completion. Public</p>
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				<p>hearings anticipated to begin in late 2022.</p> <p>7. Development of objective design standards are imposing challenges statewide. There could be a follow up legislation to SB 330 to clarify the requirements. Staff anticipates bringing the amendment to Council in mid-2023.</p> <p>8. Staff will begin evaluating amendments to the Growth Management Ordinance (GMO) in 2023.</p>
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TIMEFRAME DEFINITIONS

QUARTER 1 (Q1)	January, February, March
QUARTER 2 (Q2)	April, May, June
QUARTER 3 (Q3)	July, August, September
QUARTER 4 (Q4)	October, November, December



**RECEIVE AN INFORMATIONAL UPDATE REGARDING THE
IMPLEMENTATION OF THE FISCAL YEAR 2021-2023 MULTI-
YEAR AND SHORT-TERM CITY COUNCIL STRATEGIC
PRIORITIES AND WORK PLAN**

City Council Meeting

August 16, 2022

Priority Setting Framework

- Economic Development
 - ✓ To enhance the competitiveness of the City while further developing a strong and diverse economic base.
- Governance
 - ✓ To enhance fiscal stability, retain and attract new talent, improve the use of technology, and enhance transparency for the betterment of the Tracy community.
- 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 Tracy 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 positive change and progress in our community.

Priority Setting Framework

Short-term priorities are defined as:

- Initiatives that are expected to be completed within the next 12-18 months and have been identified as a top priority.

Multi-year priorities are defined as:

- Major initiatives that will require ongoing attention and action but that are not likely to be complete with 12-18 months.



GOVERNANCE

Purpose: To enhance fiscal stability, retain and attract new talent, improve the use of technology, and enhance transparency for the betterment of the Tracy community.

Goal #1

Model Good Governance, Teamwork, and Transparency

- 1) Evaluate City advisory bodies' scope and policy framework and provide recommendations to Council.
- 2) Conduct Advisory Bodies Code of Conduct Training.
- 3) Identify Council public service announcement opportunities within available budget.

Goal #2

Ensure Short- and Long-term Fiscal Health

- 1) Develop and provide policy recommendations to balance the City's budget.
- 2) Adopt Council Budget Principles.
- 3) Develop a Financial Sustainability Plan to address long-term fiscal challenges.
- 4) Update City Purchasing Policy.
- 5) Develop City Grant Policy.
- 6) Complete Rate and Fee Studies: Solid Waste, Wastewater, Citywide, Core Fees, Master Impact Fees.
- 7) Initiate Cost Allocation Study; create replacement schedules for Vehicle and Equipment; building maintenance; Information Technology.
- 8) Develop long-term funding options for City Services, including but not limited to road and park maintenance and replacement (City, LMD, and CFD).
- 9) Develop funding plan for fire station construction.
- 10) Continue implementation of the Fiscal Sustainability Plan.

Goal #3

Increase Public Awareness Around City Finances and Other Civic Matters

- 1) Conduct informational, virtual Council/Community Workshops.
- 2) Partner with local community organizations to showcase City services.
- 3) Develop and implement public service announcements via the City's social media platforms.

Goal #4

Enhance Community Engagement Through Technology

- 1) Conduct National Community Survey (NCS) to better assess community priorities.
- 2) Implement new City website content management system (CMS).





PUBLIC SAFETY

Purpose: 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 Tracy residents.

Goal #1

Support COVID-19 Public Health Recovery

- 1) Coordinate with the San Joaquin County Public Health Department and Office of Emergency Services to implement and manage a Vaccination Plan in Tracy.

Goal #2

Implement the Adopted Homelessness Strategic Plan

- 1) Secure capital funding to construct a Temporary Emergency Housing Facility (Arbor Rd Project).
- 2) Secure ongoing funding to operate the facility.
- 3) Partner and contract with shelter service providers to operate the facility.
- 4) Coordinate/facilitate regular meeting with local homeless service providers to better deliver homeless/social services to the community.
- 5) Identify local, state, and federal funding opportunities to continue to address homeless support services during the COVID-19 pandemic.

Goal #3

Strengthen Citywide Emergency Operations Preparedness

- 1) Coordinate with the San Joaquin County Public Health Department and Office of Emergency Services to implement and manage a Vaccination Plan in Tracy.

Goal #4

Continue to Strengthen Community Safety Through Crime Prevention Reduction Activities

- 1) Continue to enhance and implement the use of technology (such as social media, stationary cameras, drones, and crime analytics) to generate evidence based intelligence to enhance enforcement efforts.

Goal #5

Complete Phase 2 of Personnel Transition Plan with SSJCFA

- 1) Complete and Present Fiscal Analysis of the South San Joaquin County Fire Authority (SSJCFA) Personnel Transition Plan (Phase 2) to Council.
- 2) Coordinate with SSJCFA to present the Personnel Transition Plan (Phase 2) to Council.

Goal #6

Implement Equity and Empowerment Strategies/Initiatives

- 1) Continue supporting policies and best practices that prevent police violence, as referenced in the approved Tracy Equity and Empowerment Initiative.
- 2) Continue to participate in training opportunities focused on fairness in policing, de-escalation strategies, implicit bias, cultural competency, and officer wellness.
- 3) Present use of force data to Council through the Tracy Police Department Annual Report and publish online for public viewing.





QUALITY OF LIFE

Purpose: To provide an outstanding quality of life by enhancing the City's amenities, business mix and services and cultivating connections to promote positive change and progress in our community.

Goal #1

Advance Green and Roadway Infrastructure Projects That Improve Connectivity, Including Bike Lanes

- 1) Complete PCI Road Condition study.
- 2) Continue Corral Hollow Road Widening Project between Park Side Drive and Linne Road:
 - a) Complete acquisition of Rights of Way;
 - b) Complete design; c) Advertise for construction bids; d) Award construction contract; e) Start construction; f) Complete construction.
- 3) Complete Phase 2B Wastewater Treatment Plant Expansion.
 - a) Advertise for construction bids; b) Award construction contract; c) Start construction; d) Complete construction.
- 4) Adopt new Citywide Infrastructure Master Plans.
- 5) Include green technologies in infrastructure solutions (e.g. roundabouts, dual use of storm drain facilities, traffic signal coordination).

Goal #2

Facilitate the Completion of Measure V Amenities

- 1) Revisit Measure V amenities planning (e.g., aquatics center, multi-generational gymnasium, legacy fields).
- 2) Advance Measure V amenity planning.
- 3) Implement design of Measure V amenity.
- 4) Break ground on Measure V amenity.

Goal #3

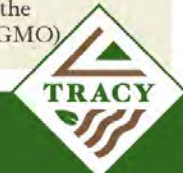
Provide City Programming and Events That Bolster Quality of Life

- 1) Reinstigate special events, Parks & Recreation, and Cultural Arts programming in alignment with Public Health guidelines.
- 2) Reinstigate special events, Parks & Recreation, and Cultural Arts programming to pre-COVID levels.

Goal #4

Implement Affordable Housing Initiatives

- 1) Facilitate the development of affordable housing via affordable housing-focused policies and initiatives.
- 2) Pursue, encourage, and incentivize non-profit affordable housing developers to build in Tracy.
- 3) Approve Scope of Work to begin Council identified workforce/affordable housing policy changes.
- 4) Streamline multi-family permit process by removing requirements for Conditional Use Permits.
- 5) Amend Accessory Dwelling Unit (ADU) ordinance and develop "off-the shelf" ADU example designs.
- 6) Amend parking requirements for multi-family developments.
- 7) Amend zoning ordinance development standards.
- 8) Evaluate potential amendments to the Growth Management Ordinance (GMO)





ECONOMIC DEVELOPMENT

Purpose: To enhance the competitiveness of the City while further developing a strong and diverse economic base.

Goal #1

Support Local Businesses Impacted by COVID-19

- 1) Support local businesses and streamline the process for businesses to reopen in accordance with public health regulations.
- 2) Coordinate with the Tracy Chamber of Commerce and Tracy City Center Association (TCCA) to develop and implement a "Shop Tracy" marketing and outreach campaign.
- 3) Administer remaining funds for the Small Business Relief Grant Program and other small business loans.
- 4) Coordinate a roundtable discussion and response to industry needs.
- 5) Award FY 2021-22 Community Development Block Grant funding.
- 6) Implement FY 2021-22 Community Development Block Grant funding.

Goal #2

Continue to Support Valley Link

- 1) Respond and provide feedback on the Valley Link Environmental Impact Report (EIR).
- 2) Maintain quarterly contact with Valley Link Executive Director.
- 3) Rezone industrial land on 3rd Street near the downtown bowtie area for residential development.
- 4) Continue lobbying efforts at State and Federal level in support of funding for Valley Link.
- 5) Participate in Valley Link board meetings.

Goal #3

Continue to Advance Transit Oriented Development (TOD) Opportunities

- 1) Approve Scope of Work to begin Transit Oriented Development (TOD) Plan.
- 2) Conduct TOD Stakeholder and community outreach meetings.
- 3) Draft land use conceptual plans and alternatives.
- 4) Conduct market and fiscal analyses.
- 5) Draft TOD Specific Plan.
- 6) Prepare Administrative Draft Environmental Impact Report.

Goal #4

Attract Businesses and Jobs That Meet the Needs and Desires of the Community

- 1) Conduct Council workshop on the City's Economic Development efforts and strategies.
- 2) Develop FY 21-23 Economic Development Strategic Plan.
- 3) Update the City's retail and industrial business attraction list.
- 4) Develop and implement a marketing campaign to attract specific businesses and industries.
- 5) Promote the City at trade shows and industry events (post pandemic).

Goal #5

Develop Policies to Target New Jobs in Innovative Industries

- 1) Complete issuance of cannabis business permits.
- 2) Complete Conditional Use Permit processes for cannabis Business Permit holders.
- 3) Initiate second round of Cannabis Business Permits.
- 4) Identify and market industrial properties attractive to Electric Vehicle (EV) testing and development.
- 5) Initiate marketing for enhancement of the green economy cluster and develop strategies for business growth and attraction.
- 6) Rezone and complete environmental review for the Chrisman Road property to attract innovation industry tenants.

Goal #6

Pursue Smart Growth Strategies for Balanced Growth in the City

- 1) Conduct Council workshop on residential growth management.
- 2) Conduct Council workshop on General Plan Land Use and Circulation Elements, and the Transportation Master Plan.
- 3) Rezone Tracy Westside (Gateway) property for mix of land uses to attract businesses, future hospital, range of residential, and various types of assisted and independent/senior housing.
- 4) Pursue zoning ordinance amendments to increase residential densities.





Q&A



AGENDA ITEM 1.O

REQUEST

ADOPT A RESOLUTION AUTHORIZING 1) AMENDMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION PLANS AND MASTER SALARY SCHEDULE RELATING TO THE DIRECTOR OF HOUSING AND MOBILITY, ASSISTANT CITY ENGINEER, MARKETING COORDINATOR, SENIOR PROPERTY AND EVIDENCE TECHNICIAN, POLICE CAPTAIN, POLICE LIEUTENANT, 2) REALLOCATION OF A VACANT PROPERTY AND EVIDENCE TECHNICIAN TO A SENIOR PROPERTY AND EVIDENCE TECHNICIAN, EFFECTIVE FISCAL YEAR 2022-23, AND 3) CLERICAL AMENDMENTS TO THE MASTER SALARY SCHEDULE FOR THE ASSISTANT DIRECTOR OF OPERATIONS, ASSISTANT DIRECTOR OF UTILITIES, DIRECTOR OF PUBLIC WORKS AND DIRECTOR OF UTILITIES PREVIOUSLY APPROVED BY RESOLUTION 2022-076

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 authorizing 1) amendments to these plans and schedule so as to establish four (4) new classifications for Director of Housing and Mobility, Assistant City Engineer, Senior Property and Evidence Technician, Marketing Coordinator as well as amend the Police Captain and Police Lieutenant classifications and 2) reallocation of a vacant Property and Evidence Technician to a Senior Property and Evidence Technician.

Staff also is requesting to amend the Master Salary Schedule retroactive to July 3, 2022, to correct a clerical error on the version adopted by Council on June 24, 2022. An incorrect salary was reflected for the newly created Assistant Director of Operations and Assistant Director of Utilities, which should have been established at \$13,032-\$15,841 per month. Additionally, the Director of Public Works and Director of Utilities positions were reallocated as of July 1, 2022 and should have been removed from the Master Salary Schedule effective July 3, 2022.

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, several new classifications were created to support the creation of the new Director of Housing and Mobility Department. The creation of Assistant City Engineer is recommended as it will provide project management support and direction for a variety of projects within the Engineering Division of the Development Services Department. A new Marketing Coordinator classification is recommended to perform a variety of marketing-related duties, including implementation of social media strategy,

email marketing planning and coordination for the Grand Theatre. Additionally, a new classification is recommended to support changes to the property and evidence unit of the Police Department, and lastly revisions were made to the existing Police Captain and Police Lieutenant classifications to reflect updates to the experience requirements for both positions.

NEW CLASSIFICATIONS:

Director of Housing and Mobility

The Housing and Mobility Department aligns activities of the City's Mobility Services (Airport and Transit), Housing and Homeless Services, and Economic Development Services and property management. The Director of Housing and Mobility will oversee the newly formed department to support a robust, inclusive, and innovative environment serving the Tracy residents.

Staff recommends the monthly salary range for the Director of Housing and Mobility at \$14,878 - \$18,069 per month. The salary range recommendation was determined by a survey of comparable agencies with consideration of internal equities of similar classifications.

Assistant City Engineer

The Assistant City Engineer is a new managerial classification that provides specialized engineering and project management support and direction for a variety of projects within the Engineering Division of the Development Services Department. This classification will provide complex and technical support to the Assistant Director of Development Services/City Engineer and assist with oversight of the Engineering Division. This classification is needed due to an ongoing increase of Capital Improvement Project (CIP) work.

Staff recommends the monthly salary range for the Assistant City Engineer at \$11,490.27 - \$14,107.04 per month. The salary range recommendation was determined by a survey of comparable agencies with consideration of internal equities of similar classifications.

Marketing Coordinator

The Marketing Coordinator classification is a technical classification that will perform a variety of marketing-related duties, including planning and coordinating the communication, social media and marketing strategy for the Grand Theatre Center for the Arts and assist the Cultural Arts Manager with event planning and fundraising to increase event participation and revenue growth.

Staff recommends the monthly salary range for the Marketing Coordinator at \$5,591.02 - \$6,795.92 per month. The salary range recommendation was determined by a survey of comparable agencies with consideration of internal equities of similar classifications.

Senior Property and Evidence Technician

The Senior Property and Evidence Technician is a new classification that will serve as the journey-level classification in the Property and Evidence Technician series. This position will perform the full range of property and evidence handling and preservation including complex research work associated with court orders, firearms release and proper public notification. This position will also serve in a lead capacity to train employees assigned to the property and evidence unit. Staff recommends reallocating the current vacant position of Property & Evidence Technician to Senior Property & Evidence Technician.

Staff recommends the monthly salary range for the Senior Property & Evidence Technician at \$5,653.68 - \$6,872.08 per month. The salary range recommendation was determined by a survey of comparable agencies with consideration of internal equities of similar classifications.

EXISTING CLASSIFICATIONS:

Police Captain

The Police Captain minimum experience requirement is recommended to be reduced to two years of experience as a Police Lieutenant with the City of Tracy. The ability to use external service as a qualification has been removed in support of the Tracy Police Department's robust professional development and succession plan.

There are no recommended salary changes associated with this update.

Police Lieutenant

The Police Lieutenant minimum experience requirement is recommended to be reduced to two years of experience as a Police Sergeant with the City of Tracy. The ability to use external service as a qualification has been removed in support of the Tracy Police Department's robust professional development and succession plan.

There are no recommended salary changes associated with this update.

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

CLERICAL ADJUSTMENTS:

Staff is requesting to amend the Master Salary Schedule retroactive to July 3, 2022, to correct a clerical error on the version adopted by Council on June 24, 2022. An incorrect salary was reflected for the newly created Assistant Director of Operations and Assistant Director of Utilities, which should have been established at \$13,032-\$15,841 per month. Additionally, the Director of Public Works and Director of Utilities positions were reallocated as of July 1, 2022 and should have been removed from the Master Salary Schedule effective July 3, 2022.

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 effective August 16, 2022 (Attachment A) reflects the salary range for each new and revised classification discussed in this report.

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 amends the Position Control Roster to reallocate the current vacant Property and Evidence Technician to a Senior Property and Evidence Technician. 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, effective retroactively to July 3, 2022, relating to the Director of Housing and Mobility, Assistant City Engineer, Marketing Coordinator, Senior Property and Evidence Technician, Police Captain, and Police Lieutenant. Reallocate a vacant Property and Evidence Technician to a Senior Property and Evidence Technician, effective FY2022-23, and clerical amendments to the Master Salary Schedule for the Assistant Director of Operations, Assistant Director of Utilities, Director of Public Works and Director of Utilities previously approved by Resolution 2022-076.

Prepared by: JoAnn Weberg, Human Resources Manager

Reviewed by: Kimberly Murdaugh, Director of Human Resources
Sara Cowell, Interim Director of Finance
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS:

- A – Master Salary Schedule Effective August 16, 2022
- B – Master Salary Schedule Effective July 3, 2022
- C – Director of Housing and Mobility
- D – Assistant City Engineer
- E – Senior Property and Evidence Technician
- F – Marketing Coordinator
- G – Police Captain
- H – Police Lieutenant

City of Tracy
Master Salary Schedule

Effective 08/16/2022

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
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

City of Tracy
Master Salary Schedule

Effective 08/16/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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
3338	Assistant City Engineer*	TMMBU	A	5,303.20	11,490.27	137,883.20	66.2900
			B	5,582.32	12,095.03	145,140.32	69.7790
			C	5,876.13	12,731.62	152,779.38	73.4516
			D	6,185.40	13,401.70	160,820.40	77.3175
			E	6,510.94	14,107.04	169,284.44	81.3868
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	6,015.05	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
2636	Assistant Director Utilities*	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
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
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

City of Tracy
Master Salary Schedule

Effective 08/16/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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
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

City of Tracy
Master Salary Schedule

Effective 08/16/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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
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	A	2,828.95	6,129.39	73,552.70	35.3619
			B	2,970.39	6,435.85	77,230.14	37.1299
		Non-Exempt	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
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

City of Tracy
Master Salary Schedule

Effective 08/16/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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
1527	Director of Housing and Mobility *	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
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
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

City of Tracy
Master Salary Schedule

Effective 08/16/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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
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

City of Tracy
Master Salary Schedule

Effective 08/16/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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
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
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

City of Tracy
Master Salary Schedule

Effective 08/16/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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
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
4463	Marketing 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
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

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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
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

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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
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

City of Tracy
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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
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

City of Tracy
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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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				15.0000
			Max				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
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

City of Tracy
Master Salary Schedule

Effective 08/16/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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
5520	Senior Property & Evidence Technician	TEAMSTERS	A	2609.39	5653.68	67844.14	23.2981
			B	2739.86	5936.36	71236.36	24.4630
			C	2876.86	6233.20	74798.36	25.6863
			D	3020.70	6544.85	78538.20	26.9705
			E	3171.73	6872.08	82464.98	28.3190
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

City of Tracy
Master Salary Schedule

Effective 08/16/2022

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate	
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	
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	

City of Tracy
Master Salary Schedule

Effective 08/16/2022

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 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
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

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

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	6,015.05	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
2636	Assistant Director Utilities*	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
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

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

City of Tracy
Master Salary Schedule

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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

City of Tracy
Master Salary Schedule

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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

City of Tracy
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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 Max	7,359.88 8,944.42	15,946.41 19,379.57	191,356.86 232,554.86	91.9985 111.8053
1522	Director of Finance*	DH	Min Max	6,866.78 8,339.89	14,878.03 18,069.77	178,536.32 216,837.24	85.8348 104.2486
1518	Director of Human Resources*	DH	Min Max	6,866.78 8,339.89	14,878.03 18,069.77	178,536.32 216,837.19	85.8348 104.2486
1524	Director of Operations and Utilities*	DH	Min Max	7,359.88 8,944.42	15,946.41 19,379.57	191,356.86 232,554.86	91.9985 111.8053

City of Tracy
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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
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
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

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
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
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

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
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
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

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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
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

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate	
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	
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	

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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
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

City of Tracy
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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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
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 Max				15.0000 25.8200

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
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
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

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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
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

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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
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

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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
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

City of Tracy
Master Salary Schedule

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Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
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
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

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
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



August 2022

FLSA: Exempt

CLASS CODE: 1527

BARGAINING UNIT: DEPT. HEAD

DIRECTOR OF HOUSING AND MOBILITY

DEFINITION

Under administrative direction, plans, organizes, manages, and provides administrative direction and oversight for all functions and activities of the Housing and Mobility Department including economic development, transportation, and homeless and housing services; directs and administers operations and activities related to housing and mobility for the City, which includes setting and attaining unified objectives for multiple divisions; 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 Assistant City Manager 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 a Department Director classification that oversees, directs, and participates in all activities of the Housing and Mobility Department, including short- and long-term planning, development and administration of departmental policies, procedures, and services. This class provides assistance to the Assistant City Manager 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 Housing and Mobility Department programs, services, and activities.
- 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; 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.
 - Meets with internal departments and external agencies to discuss merits and concerns of proposals; provides various parties with guidance on how to proceed; oversees negotiations and agreements regarding related issues.
 - Directs, coordinates and reviews amendments to the work plan for each assigned division; provides analysis, recommendations, and implementation of policies and procedures; develops and presents recommendations on a variety of programs and provides project management for multi-program initiatives.
 - 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 variety of boards and commissions; attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of 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 by the Assistant City Manager.
 - 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.
- Theories, principles, and contents of related regulations and environmental laws.
- Principles and techniques of conducting review, design, and analytical studies, evaluating alternatives, and making sound recommendations.
- Applicable Federal, State, and local laws, rules, regulations, ordinances, and organizational policies and procedures relevant to assigned area of responsibility.
- 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, management, and professional leadership for the Housing and Mobility programs.
- Provide administrative and professional leadership and direction for the division and the City.
- Prepare and administer large and complex budgets; allocate limited resources in a cost effective manner.
- Effectively administer special projects with contractual agreements and ensure compliance with stipulations; effectively administer a variety of service 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.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- 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.
- 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 Engineering, Public Administration, Urban Planning, Business Administration, or a related field and seven (7) years of project management experience in community and housing development or transportation including two (2) years of supervisory 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, to inspect City development sites, 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.

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 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.



ASSISTANT CITY ENGINEER

DEFINITION

Under general direction, plans, coordinates, oversees, schedules, supervises, and reviews the work of professional engineering staff within the City's Engineering division; areas of responsibility include Capital Improvement Program (CIP) planning, design, and construction, permitting and land development services, traffic and transportation engineering programs, and construction inspection; ensures that functions meet all applicable laws, regulations, and City policies related to the City's Capital Improvement Program (CIP), land development, traffic and transportation, and infrastructure; acts as project manager for major engineering projects, provides complex, technical and responsible support to the Assistant Director of Development Services/City Engineer on engineering matters; assists the Assistant Director of Development Services/City Engineer with oversight of the City's Engineering Division; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from assigned supervisory or management staff. Exercises direct and general supervision over assigned staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

This is managerial classification providing specialized engineering and project management support and direction for a variety of projects within the Engineering Division of the Development Services Department. The incumbent is responsible for planning, organizing, supervising, reviewing, and evaluating the work of professional engineering staff as well as providing professional-level support to assigned management staff in the areas Capital Improvement Program (CIP) planning, design, and construction, permitting and land development services, traffic and transportation engineering programs, funding and/or financing of infrastructure and construction inspection. Performance of the work requires the use of considerable independence, initiative, and discretion within established guidelines. This class is distinguished from the Assistant Director of Development Services/City Engineer in that the latter has overall responsibility for all functions of the Engineering division and for developing, implementing, and interpreting public policy.

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.

- Assists the Assistant Director of Development Services/City Engineer with major development services functions and activities, including all CIP planning, design, and construction, permitting and land development services, construction inspection, identifying and securing funding for infrastructure projects and real property management.
- Assists with management and participates in the development and implementation of goals, objectives, policies, and priorities for the Engineering Division; recommends, within departmental policy, appropriate service and staffing levels; recommends and administers policies and procedures.
- Assists in managing and participates in the development and administration of the Development Services 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.
- Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors work load, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and reviews with the Assistant Director of Development Services/City Engineer; assists with implementation of improvements.
 - Selects, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees on performance issues; responds to staff questions and concerns; makes discipline recommendations.
 - Conducts CIP planning activities; provides oversight and input into the conceptual design of engineering projects; investigates and resolves problems with scope of work or cost issues of major facility upgrade and replacement projects.
 - Analyzes civil engineering plan design, specifications, and consultant and staff comments in accordance with design requirements and municipal and intergovernmental standards and regulations; recommends approval or additional engineering conditions and changes; performs final review and approval of plans for public and private development projects.
 - Oversees the development of consultant requests for proposals and qualifications for professional services; evaluates proposals and recommends project award; develops, negotiates, and reviews contract terms and amendments; ensures contractor compliance with City and department standards and specifications and time and budget estimates; reviews design documents to ensure technical integrity; reviews and updates deliverables; analyzes and resolves complex problems that may arise.
 - Reviews and approves plans and specifications for CIP; tract and parcel maps, lot line adjustments, and legal reviews; encroachment permits; and other engineering and design documents; conducts public hearings to approve Tentative Parcel maps.
 - Meets and confers with contractors, engineers, developers, architects, a variety of outside agencies, and the general public in acquiring information and coordinating engineering matters; provides information regarding City development requirements.
 - Serves as a liaison for the department to other City departments, divisions, elected officials, outside agencies, and the public; attends meetings in various locations; provides staff support to commissions, committees, and task forces; participates in community events and workshops that provide public information regarding departmental programs, projects, and services; explains and interprets departmental programs, policies, and activities.
 - Participates in the development, administration, and oversight of the Division's operating and CIP budgets.
 - Provides highly complex staff assistance to the Assistant Director of Development Services/City Engineer; conducts a variety of organizational and operational studies, special projects, and investigations; prepares and presents staff reports and other necessary correspondence related to assigned activities and services to various commissions, committees, and boards.
 - Attends and participates in professional group meetings; stays abreast of new trends and innovations in engineering; researches emerging products and enhancements and their applicability to City needs; monitors changes in regulations and technology that may affect engineering programs; implements policy and procedural changes after approval.
 - Responds to difficult and sensitive public inquiries and complaints and assists with resolutions and alternative recommendations.
 - 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 programs, policies, and operational needs of the assigned area of responsibility.
- Public agency budgetary, contract administration, administrative practices, and general principles of risk management related to the functions of the assigned area.
- Principles and practices of civil engineering as applied to the planning, design, cost estimating, construction, installation, and inspection of a wide variety of municipal facilities.
- Civil engineering principles, concepts, standards, and practices associated with development services programs and private development projects.
- Principles and practices of environmental impact assessment and related regulatory processes.
- Methods, materials and techniques used in the construction of development services projects.
- Practices of researching issues, evaluating alternatives, making sound recommendations, and preparing and presenting effective staff reports.
- Municipal development services activities, including engineering, water, wastewater, streets, transportation, facility, parks and public right of ways.
- 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 assigned programs and services.
- Applicable federal, state, and local laws, rules, regulations, ordinances, and City policies and procedures relevant to assigned area of responsibility.
- Principles and practices of engineering contract administration and grant proposal writing.
- 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, management, and professional leadership for the division and the City.
- Plan, organize, and direct effective CIP and engineering services and programs.
- Conduct complex civil engineering research projects, evaluate alternatives, make sound recommendations, and prepare effective technical reports.
- Analyze and interpret engineering plans and specifications in accordance with design requirements and applicable standards and regulations.
- Prepare and administer large and complex budgets; allocate limited resources in a cost-effective manner.
- 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 engineering 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.
- Understand, interpret, explain, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Conduct complex research projects, evaluate alternatives, make sound recommendations, and prepare

- effective technical staff reports.
- 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.
 - 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 civil engineering and four (4) years of administrative, supervisory, or management experience in the public sector performing professional civil engineering work.

Licenses and Certifications:

- Possession and maintenance of a Registered Professional Civil Engineer license in the State of California.
- 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, to inspect City sites, including traversing uneven terrain, climbing ladders, stairs, and other 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 and to conduct inspections 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 20 pounds or more with appropriate equipment or staff assistance.

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.

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



SENIOR PROPERTY AND EVIDENCE TECHNICIAN

DEFINITION

Under general supervision, leads, oversees, and participates in the more complex and difficult work of staff responsible for performing a variety of technical and specialized clerical duties involved in receiving, storing, coordinating, maintaining, and transporting or properly disposing of property and evidence under the jurisdiction and custody of the police department; maintains an accurate inventory and chain-of-custody for all property and evidence in custody; and performs related duties, as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned supervisory or management staff. Exercises technical and functional direction over and provides training to lower-level staff. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

This is the advanced-level classification in the Property and Evidence Technician series. Incumbents work under general supervision and exercise a high level of discretion and independent judgement in performing the full range of routine to complex duties related to the provision of evidence and property handling and preservation. Incumbents also provide lead direction to clerical, technical and administrative staff. Successful performance of the work requires the frequent use of tact, discretion, and independent judgment, full knowledge of departmental and City activities, and extensive staff 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.

- Leads, plans, trains, and participates in the work of staff responsible for receiving, processing, storing, safeguarding, delivering, releasing, and disposing of police property, evidence, and supplies.
- Evaluates operations and activities of assigned responsibilities; recommends improvements and modifications; prepares various reports on operations and activities.
- Recommends and assists in the development and implementation of policies and procedures, goals and objectives for the property and evidence unit.
- Receives found property and evidence, documents the receipt, maintains the physical integrity, control, and the chain of custody, and physically stores the property and evidence in the designated location.
- Performs regular detailed audits of stored items and ensures integrity of records associated with inventory control and documentation.
- Prepares evidence for submittal to outside agencies or labs for analysis, including packaging, securing, and preserving evidence items, preparing required forms, and submitting forms with evidence to labs.
- Coordinates with crime laboratories; prepares and transports evidence including weapons, narcotics, and biological specimens for analysis and processing by others.

- Releases and purges property and evidence following appropriate Federal, State, and local laws and regulations; prepares evidence and property for auction and/or disposal upon completion of court proceedings; updates databases with release information and sends property release letters to owners.
- Initiates, organizes, updates, maintains, and controls access to complex filing systems and records, including highly sensitive case files.
- Acts as liaison with the court and other offices requiring the transmission of documents and the coordination of criminal filings and court appearances; may serve as an expert witness in court proceedings; prepares evidence for officers and investigators for court proceedings; maintains records and tracks such actions; coordinates with regulatory agencies to facilitate periodic audits and inventories of property and evidence operations within the property and evidence unit.
- Releases property to the public; prepares the proper paperwork and prepares evidence for pick-up; completes the necessary reports and documentation of the release.
- Stays abreast of Department of Justice firearms regulations to ensure compliance with applicable legislation and ordinances; verifies background check compliance prior to the release of firearms; coordinates with the District Attorney's Office regarding firearms confiscation petitions; secures court orders for the destruction of controlled substances and firearms on adjudicated cases.
- Performs difficult, complex, technical, and/or specialized office support work that requires the exercise of independent judgment, the application of technical skills, and a detailed knowledge of the activities and procedures specific to the Police Department.
- Prepares correspondence, reports, forms, receipts, brochures, and specialized documents, such as letters to investigators, property claim letters to citizens, and other correspondence.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles of providing functional direction and training.
- Principles and practices of law enforcement property and evidence room management.
- Current forensic methods and techniques used in the collection, preservation, organization, and presentation of physical evidence.
- Functions, terminology, services, and principles and practices of law enforcement work.
- Applicable Federal, State, and local codes, regulations, policies, technical processes, and procedures.
- Techniques for records management and evidence processing, including records disbursement and chain of evidence procedures.
- Methods used in the collection, tabulation, review and distribution of evidence and property, forms, reports, and documents.
- Record keeping and inventory management principles and practices.
- Principles and techniques of business letter writing and report preparation.
- Techniques for effectively dealing with and solving the problems presented by a variety of individuals from various socio-economic, cultural, and ethnic backgrounds, in person and over the telephone.
- 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:

- Plan, organize, and coordinate the work of technical, clerical, and administrative support staff.
- Effectively provide staff leadership and work direction.
- Perform the more complex and difficult technical property and evidence support work.
- Conduct technical criminal evidence collection and maintenance.
- Prepare clear, concise, and accurate reports, correspondence and other written materials.
- Organize, research, and maintain technical and administrative files.
- Enter data into a computer system, file and maintain automated and hardcopy records, and prepare written materials with sufficient speed and accuracy.
- Stay abreast of modern property and evidence processing, storage, and disposal procedures.
- Establish and maintain confidentiality.
- Safely handle firearms and narcotics.
- Understand, interpret, explain, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- 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 graduation from the twelfth (12th) grade and two (2) years of experience performing duties related to securing, preserving, and releasing property and evidence equivalent to a Property & Evidence Technician with the City of Tracy.

Licenses and Certifications:

- Possession of, or the ability to obtain, a valid Class C California driver's license upon appointment.
- Possession of a valid Latent Fingerprint Examiner certification from the International Association for Identification, is highly desirable.
- 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, and to operate a motor vehicle to visit various City and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Standing in and walking between work areas 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 frequently bend, stoop, kneel, and reach to perform assigned duties, as well as 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 up to 25 pounds with the use of proper equipment.

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 interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures. The principal duties of this class are performed in a police station 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.



MARKETING COORDINATOR

DEFINITION

Under general supervision, the Marketing Coordinator will perform a variety of marketing-related duties, including effectively implement social media strategy, email marketing planning, coordination of all aspects of the communications and marketing strategy for the Grand Theatre Center for the Arts and Cultural Arts Division; creation; production and delivery of electronic newsletters, signage; data tracking and analysis of marketing and engagement efforts for the Cultural Arts Division.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned supervisory or management staff. Exercises technical and functional direction over and provides training to lower-level staff. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

This is a technical classification performing various marketing tasks and projects in support of the Grand Theatre for the Arts and Cultural Arts Division. Incumbents perform a variety of marketing-related work and are expected to function with very little direct oversight. Successful performance of the work requires the frequent use of tact, discretion, independent judgment, knowledge of departmental and City activities, and extensive staff contact. This class is distinguished from the Cultural Arts Manager in that the latter provides oversight and supervision of assigned staff.

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.

- Develops marketing materials and promotional campaigns to maximize audience and revenue growth in support of the Grand Theatre for the Arts.
- Develops and implements print and digital marketing strategies utilizing data-driven, traditional and innovative approaches in a fast-paced, high-volume ticketing environment.
- Develops relationships with strategic partners that promote the mission and vision of the Grand Theatre for the Arts and Cultural Arts Division.
- Develops and presents events as well as other Cultural Arts Division programs.
- Coordinates projects associated with the Cultural Arts Division.
- Works with Cultural Arts Manager to provide input on planning the presenting season and develops fundraising and communication strategies.
- Collaborates with the Box Office team, Exhibitions and Gallery staff, Arts Education staff, and the Front of House team, as well as the Grand Foundation staff and board members.
- Manages the Grand Theatre for the Arts and Cultural Arts Division's social media platforms.
- Coordinates multimedia-related functions; monitors and maintains Division supplies and inventory.

- Researches, prepares, and distributes information (including written content, graphic design, photos, and video) via social media, websites, newsletters,
- Trains part-time staff and volunteers on Cultural Arts Division procedures and systems.
- Responds to inquiries from internal and external customers regarding City activities and services on behalf of the Grand Theatre for the Arts and Cultural Arts Division.
- Performs general administrative tasks.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Principles, practices, methods, and techniques of video production, marketing, public information, media relations, and community engagement programs.
- Best practices for social media and digital content.
- Techniques for providing a high level of customer service by effectively interacting with the public, vendors, contractors, partner agencies, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar; proficient writing and editorial skills.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages, Adobe Creative Suite, social media, and websites) to conduct business functions and compile and generate content.
- Knowledge of graphic design, marketing technology, branding techniques, and social media content creation.
- Record-keeping principles and procedures.

Ability to:

- Understand the role, organization, and operations of the Cultural Arts Division to assume assigned responsibilities.
- Effectively use audio, video, computer, and related electronic equipment to perform a variety of tasks.
- Assist with planning, researching, organizing, and coordinating a variety of marketing efforts, community outreach activities, and programs.
- Respond to and effectively prioritize multiple requests for service.
- Maintain equipment in a clean, safe, and secure manner.
- Work productively and under limited supervision; work well independently and as a collaborative team member.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- 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.
- Work a flexible schedule that includes some evenings and weekends.

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 communications, marketing, graphic design, or a related field and two (2) years of progressively responsible work experience involving marketing, graphic design, community relations, or related area. Experience in the arts and entertainment fields is experience is highly desirable. Public agency experience is 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.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting, video production studio, and/or control room and use standard office equipment and/or video production equipment, including a computer, and camera, and to operate a motor vehicle to visit various filming locations; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Standing in and walking between work areas 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 frequently bend, stoop, kneel, and reach to perform assigned duties, as well as 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 up to 50 pounds with the use of proper equipment.

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 in order to shoot videos and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, chemicals, mechanical and/or electrical hazards, 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

This job requires working a flexible schedule, including evenings and weekends as needed.

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.



POLICE CAPTAIN

DEFINITION

Under general direction, plans, organizes, oversees, and coordinates the functions and activities of a bureau of the Police Department which includes the supervision of sworn and non-sworn professional, technical, and administrative support staff performing difficult and complex public safety support work; coordinates assigned activities with other City departments and outside agencies; provides complex and responsible support to the Police Chief and others in areas of expertise; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from assigned supervisory or management staff. Exercises general direction and supervision over assigned staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

This is a management classification that manages the operations and services of an assigned bureau of the City's Police Department. Responsibilities include performing diverse, specialized, and complex work involving significant accountability and decision-making responsibility. The incumbent organizes and oversees day-to-day activities and operations of assigned functional areas, including patrol, community services and investigative functions, or administrative support activities. Successful performance of the work requires an extensive professional background as well as skill in coordinating work with that of other City departments and public agencies. This class is distinguished from the Police Chief in that the latter has overall management responsibility for all Police Department programs, functions, and activities, and for developing, implementing, and interpreting public policy.

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 oversees the daily functions, operations, and activities of assigned police functional areas, including patrol, community services and/or investigations.
- Participates in the development and implementation of goals, objectives, policies, and priorities for assigned areas; recommends within departmental policy, appropriate service and staffing levels; recommends and administers policies and procedures.
- Participates in the development and administration of and oversees bureau 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 Police Chief.
- Participates in the selection of, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees on performance issues; implements discipline and termination procedures.
- Recommends and administers policies and procedures while ensuring that operation and maintenance, financial, regulatory, and legal requirements are met.

- Investigates and resolves problems with requests for services or complaints regarding police functions; conducts internal investigations of complaints from officers and/or the public; mediates any conflicts or disputes with department personnel or the public; takes appropriate action to ensure a timely and equitable resolution when necessary.
- Provides leadership and administrative expertise during major emergency situations and natural disasters utilizing standardized Emergency Management System (EMS) regulations, including organizing operations center, call back of personnel and equipment resources, providing active management of emergencies and disasters, utilizing City's emergency action, and participating in organizing, planning, and practicing EMS training.
- Prepares, reviews, and completes various reports, including City Council agenda reports and department-related documentation and correspondence.
- Provides technical information and instruction regarding applicable procedures and methods; interprets and explains rules, regulations, and procedures; answers questions and resolves concerns.
- Serves as a liaison for the assigned bureau to other City departments, divisions, and outside agencies; attends meetings, as necessary; provides staff support to commissions, committees, and task forces, as necessary; negotiates and resolves significant and controversial issues.
- Provides highly complex staff assistance to the Police Chief; develops and reviews staff reports related to assigned activities and services; may present information to the City Council and various commissions, committees, and boards; performs a variety of public relations and outreach work related to assigned activities.
- Conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to public safety programs, policies, and procedures.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of police services; 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.
- Acts as the Police Chief in their absence, as assigned.
- 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.
- Functions, services, and funding sources of a full-service municipal police department.
- Contract management practices in a public agency setting.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Practices of researching municipal police services 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 public works operations and maintenance.
- 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, management, and professional leadership for the Police Department.
- Provide administrative and professional leadership and direction for the bureau and the City.
- Administer complex and technical operations, maintenance, and related programs in an independent and cooperative manner.
- 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, 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 a bachelor's degree in criminal justice, police science, public administration, or a related field and ~~five (5) years of increasingly responsible experience in the administration of police programs and services in a sworn capacity which included at least two (2) years in a supervisory capacity as a Police Lieutenant with the City of Tracy at time of application.~~

Licenses and Certifications:

- Possession of, or the ability to obtain, a valid Class C California driver's license upon appointment.
- Possession of, or the ability to obtain, a valid Supervisory Management P.O.S.T. Certificate.

- Possession of a valid CPR certification.
- 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 P.O.S.T. physical standards, including mobility, physical strength, and stamina to respond to emergency situations and apprehend suspects; vision to maintain firearms qualification and to read printed materials and a computer screen; 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 and climbing and descending structures to access crime scene and to identify problems or hazards. 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 indoors and outdoors, and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, 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. The principal duties of this class are performed in a police station environment with exposure to criminal offenders, mentally ill individuals, and persons potentially infected with communicable diseases.

WORKING CONDITIONS

Must be willing to pass a detailed background investigation. Must be willing to work extended shifts or be called back in emergency situations and work with exposure to difficult circumstances, including exposure to dangerous situations.

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 LIEUTENANT

DEFINITION

Under general direction, plans, organizes, oversees, coordinates, and reviews the work of professional, technical, and administrative sworn and nonsworn staff of a major work unit or functional area in the Police Department; provides highly complex and responsible support to Police management staff and others in areas of expertise; oversees, reviews, and performs a variety of studies and prepares and presents staff reports; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from assigned supervisory or management staff. Exercises general direction and supervision over assigned staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

This is a management classification in the sworn Police Officer series responsible for planning, organizing, reviewing, and evaluating the functions and operations of a major work unit or functional area in the Police Department including law enforcement, policing, and/or community services functions. Responsibilities include developing and implementing policies and procedures for assigned programs, budget administration and reporting, and program evaluation. Incumbents serve as a professional-level resource for organizational, managerial, and operational analyses and studies. Performance of the work requires the use of considerable independence, initiative, and discretion within established guidelines. This class is distinguished from Police Captain in that the latter has overall management responsibility for an entire bureau of the Police Department.

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 oversees the daily functions, operations, and activities of the assigned functional area of the Police Department.
- Participates in the development and implementation of goals, objectives, policies, and priorities for the department; recommends within departmental policy, appropriate service and staffing levels; recommends and administers policies and procedures.
- Develops and standardizes procedures and methods to improve the efficiency and effectiveness of police services and programs; assesses and monitors workload; identifies opportunities for improvement and recommends to the Police Captain.
- Monitors expenditures within an assigned budget.
- Participates in selection, trains, motivates, and evaluates assigned personnel; provides or coordinates staff training; works with employees on performance issues; reviews staff reports and other work products prepared by professional planning staff; assigns work and provides guidance and direction to staff regarding work plans and methods.
- Provides highly complex staff assistance to the Police Captain; assists in preparation of staff reports, procedures, written materials, and other necessary correspondence.

- Conducts a variety of organizational studies, investigations, and operational studies; recommends modifications to bureau programs, policies, and procedures, as appropriate.
- Investigates and resolves problems with requests for services or complaints regarding police functions; conducts internal investigations of complaints from officers and/or the public; mediates any conflicts or disputes with department personnel or the public; takes appropriate action to ensure a timely and equitable resolution as necessary.
- Provides effective professional liaison between the Police Department and other City Departments and bureaus.
- Maintains and directs the maintenance of departmental files; directs the release of records and dispatch activities.
- Represents the City and/or the Police Department in meetings with members of other public and private organizations, businesses, educational and community groups, and the public.
- Responds to emergency or unusual situations; performs the full range of patrol, investigative, and related duties of a sworn Police Officer and assumes a command role as appropriate; may oversee and coordinate the work of multi-agency task forces or committees.
- Assists in providing leadership and administrative expertise during major emergency situations and natural disasters utilizing standardized Emergency Management System (EMS) regulations, including participating in organizing operations center, call back of personnel and equipment resources, providing active management of emergencies and disasters utilizing City's emergency action, and participating in organizing, planning, and practicing EMS training.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in police services; researches emerging products and enhancements and their applicability to City needs.
- Assists the Police Captain with special projects, as needed.
- May assume command of a bureau of the department in the absence of the Police Captain.
- 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.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Functions, services and funding sources of a full-service municipal police department.
- Law enforcement principles, practices, and techniques related to patrol, traffic enforcement, crime scene control and investigation, protection of life and property, and pursuit, apprehension, and transport of suspects.
- Rules of evidence regarding search and seizure and the preservation of evidence.
- Investigation and identification techniques and equipment.
- Courtroom procedures and techniques for testifying.
- Recent and on-going developments, current literature, and sources of information related to the operations of a municipal police department.
- Safety practices and equipment related to the work, including the safe use and proper care of firearms.
- Basic principles and practices of budget development and administration.
- 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.
- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards.
- Evaluate and develop improvements in operations, procedures, policies, or methods.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Interpret and explain public safety programs to the general public; identify and respond to issues and concerns of the public, City Council, and other boards and commissions.
- Conduct complex research projects, evaluate alternatives, and make sound recommendations.
- Coordinate assigned activities with other City departments and outside agencies as required.
- Prepare and present clear, concise, and logical written and oral reports, correspondence, policies, procedures, and other written materials.
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Make sound, independent decisions within established policy and procedural guidelines.
- 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 an associate degree in criminal justice, police science, public administration, or a related field and five-two (25) years of supervisory experience in sworn police service at a level equivalent to a Police Sergeant with the City of Tracy at time of application.

Licenses and Certifications:

- Possession of, or the ability to obtain, a valid Class C California driver's license upon appointment.
- Possession of, or the ability to obtain, a valid POST Advanced Certificate and POST Supervisory Certificate.
- Possession of a valid CPR certification.
- 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 P.O.S.T. physical standards, including mobility, physical strength, and stamina to respond to emergency situations and apprehend suspects; vision to maintain firearms qualification and to read printed materials and a computer screen; 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 and climbing and descending structures to access crime scene and to identify problems or hazards. 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 indoors and outdoors, and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, 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. The principal duties of this class are performed in a police station environment with exposure to criminal offenders, mentally ill individuals, and persons potentially infected with communicable diseases.

WORKING CONDITIONS

Must be willing to pass a detailed background investigation. Must be willing to work extended shifts or be called back in emergency situations and work with exposure to difficult circumstances, including exposure to dangerous situations.

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.

TRACY CITY COUNCIL

RESOLUTION NO. _____

ADOPT A RESOLUTION AUTHORIZING 1) AMENDMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION PLANS AND MASTER SALARY SCHEDULE RELATING TO THE DIRECTOR OF HOUSING AND MOBILITY, ASSISTANT CITY ENGINEER, MARKETING COORDINATOR, SENIOR PROPERTY AND EVIDENCE TECHNICIAN, POLICE CAPTAIN, POLICE LIEUTENANT, 2) REALLOCATION OF A VACANT PROPERTY AND EVIDENCE TECHNICIAN TO A SENIOR PROPERTY AND EVIDENCE TECHNICIAN, EFFECTIVE FISCAL YEAR 2022-23, AND 3) CLERICAL AMENDMENTS TO THE MASTER SALARY SCHEDULE FOR THE ASSISTANT DIRECTOR OF OPERATIONS, ASSISTANT DIRECTOR OF UTILITIES, DIRECTOR OF PUBLIC WORKS AND DIRECTOR OF UTILITIES PREVIOUSLY APPROVED BY RESOLUTION 2022-076

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 four (4) new class specifications and salary ranges for Director of Housing and Mobility, Assistant City Engineer, Marketing Coordinator, Senior Property and Evidence Technician and to revise the class specifications for Police Captain and Police Lieutenant; and

WHEREAS, on June 24, 2022, the City Council approved, by Resolution No. 2022-076, various amendments to City Classification and Compensation Plans and Master Salary Schedule, including the Assistant Director of Operations, Assistant Director of Utilities, Director of Public Works and Director of Utilities (June Amendments); and

WHEREAS, staff has identified that incorrect salaries were reflected in the June Amendments for the Assistant Director of Operations and the Assistant Director of Utilities, the correct salaries for which positions should be as follows:

- Assistant Director of Operations: \$13,032 - \$15,841 per month
- Assistant Director of Utilities: \$13,032 - \$15,841 per month; and

WHEREAS, additionally, pursuant to the June Amendments, the Director of Public Works and Director of Utilities positions were reallocated as of July 1, 2022, which positions should have been removed from the Master Salary Schedule effective July 3, 2022; and

WHEREAS, staff recommends the City Council amend the City's Classification and Compensation Plans, and Master Salary Schedule effective August 16, 2022, as follows:

- Director of Housing and Mobility: \$14,878 - \$18,069 per month
- Assistant City Engineer: \$11,490.27 - \$14,107.04 per month
- Marketing Coordinator: \$5,591.02 - \$6,795.92 per month
- Senior Property and Evidence Technician: \$5,653.68 - \$6,872.08 per month; and

WHEREAS, the City’s Position Control Roster reflects the funded positions approved in the FY 2022-23 budget and may be amended by a resolution of the City Council; now therefore be it

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

RESOLVED: That the City Council hereby authorizes amendments to the City’s Classification and Compensation Plans and Master Salary Schedule Relating to the Director of Housing and Mobility, Assistant City Engineer, Marketing Coordinator, Senior Property and Evidence Technician, Police Captain, Police Lieutenant, as more specifically described in this Resolution; and be it further

RESOLVED: That the City Council hereby authorizes reallocation of a vacant Property and Evidence Technician to a Senior Property and Evidence Technician, effective Fiscal Year 2022-23; and be it further

RESOLVED: That the City Council hereby authorizes the clerical amendments to the Master Salary Schedule for the Assistant Director of Operations, Assistant Director of Utilities, Director of Public Works and Director of Utilities previously approved by Resolution 2022-076, as more specifically described in this Resolution.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on August 16, 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.P

REQUEST

RECOMMENDING THE ADOPTION OF A RESOLUTION 1) GRANTING AN EASEMENT FOR PUBLIC UTILITY PURPOSES TO PACIFIC GAS & ELECTRIC COMPANY ON CITY OWNED PROPERTY LOCATED AT 9251 WEST ARBOR AVENUE, AND 2) AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE GRANT DEED FOR SUCH EASEMENT

EXECUTIVE SUMMARY

The Easement will allow Pacific Gas & Electric Company (PG&E) to construct and maintain underground and overhead facilities, connect to existing overhead facilities, and associated equipment for public utility purposes to serve the Combined Solar Technologies and neighboring businesses to the east, and any future PG&E customer.

DISCUSSION

A Development Review Permit (Application Number D19-0003) to construct Combined Solar Technologies' Desalination Plant (Project) on City of Tracy owned real property located at 9251 W. Arbor Avenue (Property) was submitted to the City. The Development Review Permit was subsequently approved by the Development Services Director on June 26, 2019 pursuant to the Tracy Municipal Code. Approval of Combined Solar Technologies' project was subject to Conditions of Approval, which, among other terms, requires Combined Solar Technologies to underground existing overhead utilities along the frontage of the Property along South Holly Drive. In order for the Project to complete undergrounding required by the Conditions of Approval, PG&E needs an easement to relocate an existing aerial power line that powers an existing business to the east. The new underground facilities will be further to the south and cross the Property. At the terminus of the underground facilities, a new connection will be made to the existing overhead facilities.

PG&E requires two easement areas to complete the above-described work. As noted, the Conditions of Approval for the Project require the existing overhead on the eastside of South Holly Drive to be removed and services placed in underground facilities. PG&E has identified the location of the underground facilities which will originate at South Holly Drive right-of-way and cross the Property generally in easterly and northerly directions to provide required services. An underground easement will be needed for a portion of the work and an additional easement area will be needed for PG&E to connect to the existing overhead facilities. These facilities will be located within the 10-ft wide and 30-ft wide utility easement areas shown on Exhibit A of the draft Easement Deed attached to this report. The final form of the Easement Deed is being finalized by staff.

The Easement Deed will include language to allow communication utility companies to use the easement and new overhead facilities are also permissible.

No public outreach was deemed necessary for this item as the original Development Review Permit application for the Project was approved pursuant to a public hearing process, which included advertisement in a local newspaper and mailing notices to nearby property owners.

In accordance with California Environmental Quality Act (CEQA) Guidelines Section 15183, no further environmental assessment is required because the proposed easement is a part of the Project, for which a Mitigated Negative Declaration for Tracy Desalination and Green Energy Project was approved by the City Council in May 2012 (Resolution No. 2012-075) and an Addendum to the Initial Study and Mitigated Negative Declaration dated September 2012.

STRATEGIC PLAN

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

FISCAL IMPACT

In terms of document preparation, there is no fiscal impact to the City as all costs of preparation of the Easement Deed are paid for by PG&E. PG&E will also own and maintain facilities to be located within the easement. However, this is a no-cost easement, and staff notes that any recorded easement or encumbrance usually will have a monetary effect on the value of any property.

RECOMMENDATION

Recommending the adoption of a resolution 1) granting an easement for public utility purposes to Pacific Gas & Electric Company on City owned property located at 9251 West Arbor Avenue, and 2) authorizing the City Manager to negotiate and execute the grant deed for such easement.

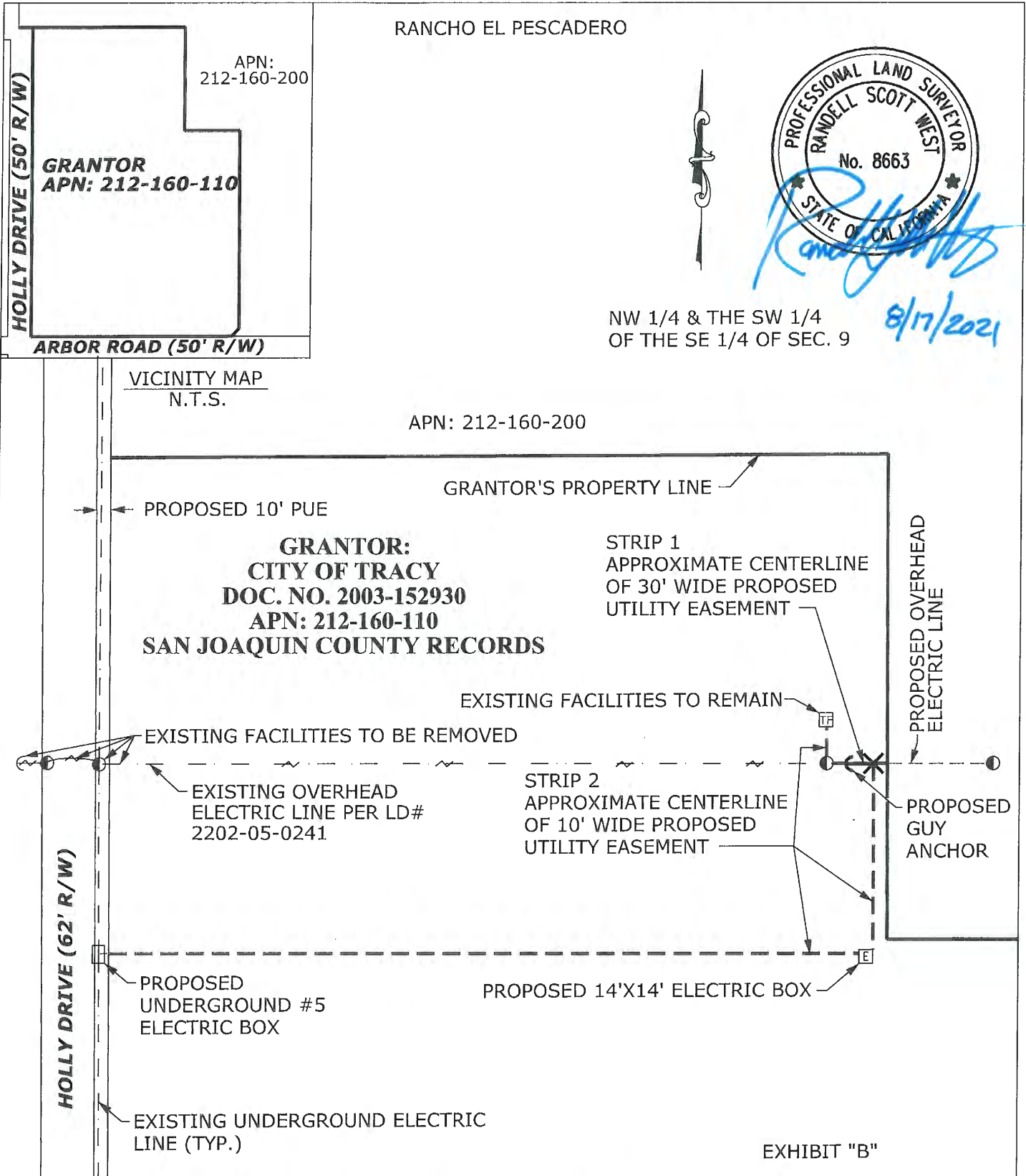
Prepared by: Al Gali, Associate Engineer
Robert Armijo, City Engineer

Reviewed by: Kris Balaji, Department Director
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – Easement Map
Attachment B - Draft Form of PG&E Easement Deed



UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG ALL BOUNDARIES OR LINES.

Applicant: COMBINED SOLAR TECHNOLOGIES, INC.				SCALE N.T.S.	DATE 08-09-2021
UTILITY EASEMENT, SAN JOAQUIN COUNTY					
SECTION (9)	TOWNSHIP (2 S.)	RANGE (5 E.)	MERIDIAN M.D.B.&M.	COUNTY OF: SAN JOAQUIN	CITY OF: N/A
PLAT MAP REFERENCES			ELECTRIC Y0722 LD# 2202-05-0241 NOTIF 114773830	F.B.:N/A	DR.BY: DRTT CH.BY:RSW
			PG&E	STOCKTON DIVISION	31423282 AUTHORIZ
					L-2-5-9S DRAWING NO.

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, NJOA, Room 1015
P.O. Box 770000
San Francisco, California 94177



Location: City of Tracy
Recording Fee\$ _____

Document Transfer Tax \$ -- N'-'/=A= -----

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances- Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or a ent determinin tax

LD# 2202-05-

**PUBLIC UTILITY
EASEMENT DEED**

CITY OF TRACY, a California municipal corporation, hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a ingress thereto and egress therefrom, in a manner deemed reasonable by Grantor and without interfering with Grantor’s operations or use, over and across the lands of Grantor situated in the County of San Joaquin, State of California, described as follows:

(APN 212-160-110)

The parcel of land conveyed by Holly Sugar Corporation to City of Tracy by deed dated July 08, 2003 and recorded as Document No. 2003-152930, County of San Joaquin, and therein designated PARCEL ONE.

The easement area is described as follows:

Strip 1

The strip of land of the uniform width of 30 feet, lying 15 feet on each side of the alignment of the overhead facilities as initially installed hereunder. The approximate locations of said facilities are shown upon Grantee's Drawing, Exhibit "B" attached hereto and made a part hereof.

Strip 2

The strips of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the underground facilities as initially installed hereunder; and the parcels of land of the uniform width and length of 14 feet centered on the facilities as initially installed hereunder. The approximate locations of said facilities are shown upon Grantee's Drawing, Exhibit "B" attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strip of land.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees now or hereafter within said easement area, .

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any permanent building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement areas, or substantially modify the ground level within said easement areas, or construct any fences that will prevent Grantee's access to said easement areas.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom in the same manner of rights, and no more, as granted by Grantor to Grantee hereunder.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", Exhibit "A", attached hereto and made a part hereof.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated:

CITY OF TRACY,

By _____

I hereby certify that a resolution was adopted on the ___ day of ___ . 20___ , by the _____ authorizing the foregoing grant of easement.

BY, _____

CITY CLERK CERTIFICATION OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this Grant of Public Utility Easement is hereby accepted at this time by the undersigned City Clerk of the City of Tracy, pursuant to authority conferred by Resolution No. 1670 of the Tracy City Council, adopted on August 6, 1968, and recorded with the San Joaquin County Recorder on August 14, 1968, Book 3231, pages 581 through 583.

By:

Date:

Adrienne Richardson
City Clerk of Clerk of the City Council
City of Tracy

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

State of California
County of _____)

On _____, before me, _____ Notary Public,
Insert name

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other _____

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

A RESOLUTION 1) APPROVING THE GRANT OF AN EASEMENT FOR PUBLIC UTILITY PURPOSES TO PACIFIC GAS & ELECTRIC COMPANY ON CITY OWNED PROPERTY LOCATED AT 9251 WEST ARBOR AVENUE, AND 2) AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE GRANT DEED FOR SUCH EASEMENT

WHEREAS, a Development Review Permit (Application Number D19-0003) to construct Combined Solar Technologies' Desalination Plant (Project) at City of Tracy owned property located at 9251 W. Arbor Avenue (Property) was approved by Development Services Director on June 26, 2019; and

WHEREAS, approval of the Project was subject to Conditions of Approval, which, among other requirements, requires the Project to underground existing overhead utilities along the frontage of the Property along S. Holly Drive; and

WHEREAS, in order for the Project to complete undergrounding required by the Conditions of Approval, PG&E needs an easement to locate underground facilities that cross the Property; and

WHEREAS, at the terminus of the underground facilities, a new connection will be made to the existing overhead facilities, and PGE needs an easement for this small area; and

WHEREAS, the foregoing facilities will be located within 10-ft wide and 30-ft wide utility easement areas shown more specifically on Exhibit A attached to the Draft Easement Deed attached to this Resolution (Attachment 1); and

WHEREAS, the proposed grant of easement is a part of the Project, for which a Mitigated Negative Declaration for Tracy Desalination and Green Energy Project, was approved by the City Council in May 2012 (Resolution No. 2012-075) and an Addendum to the Initial Study and Mitigated Negative Declaration dated September 2012; now, therefore, be it

RESOLVED: the City Council hereby approves the grant of an easement for public utility purposes to Pacific Electric Gas & Electric Company on City-owned property located at 9251 West Arbor Avenue as depicted on Attachment 1; and be it further

RESOLVED: the City Council hereby authorizes the City Manager to negotiate and execute the form of the grant deed easement, subject to approval of the final form by the City Attorney; and be it further

RESOLVED: the City Council hereby authorizes the City Clerk to record the final executed deed with San Joaquin County Recorder's Office; and be it further

RESOLVED: in accordance with California Environmental Quality Act (CEQA) Guidelines Section 15183, no further environmental assessment is required because this grant of easement is a part of the Project, for which a Mitigated Negative Declaration for Tracy Desalination and Green Energy Project, was approved by the City Council in May 2012 (Resolution No. 2012-075) and an Addendum to the Initial Study and Mitigated Negative Declaration dated September 2012.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on August 16, 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

RECOMMENDATION

STAFF RECOMMENDS THAT THE CITY COUNCIL INTRODUCE THE FOLLOWING TWO ORDINANCES TO COMPLY WITH THE JUDGMENT AND PEREMPTORY WRIT OF MANDATE IN *MITRACOS V. CITY OF TRACY, ET AL.*, SAN JOAQUIN COUNTY SUPERIOR COURT CASE NO. STK-CV-UWM-2018-5531: (1) AN ORDINANCE RESCINDING ORDINANCE 1253 APPROVING SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF TRACY AND SURLAND COMMUNITIES, LLC, AND (2) AN ORDINANCE RESCINDING SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF TRACY AND SURLAND COMMUNITIES, LLC.

EXECUTIVE SUMMARY

The City of Tracy (**City**) and Surland Communities, LLC (**Surland**) have been parties with one another in a longstanding development agreement, dating as far back as 2009, with respect to Surland's development of real property located in the Ellis Specific Plan area. The original development agreement was invalidated during a court proceeding, and in 2013, the City Council adopted an ordinance approving an Amended and Restated Development Agreement with Surland Communities, LLC (**2013 Development Agreement**), and subsequently, the City entered into the 2013 Development Agreement.

In 2018, the City Council adopted Ordinance 1253 (**Ordinance 1253**), an Ordinance of the City of Tracy Approving the Second Amendment to the Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC, and subsequently the City entered into the Second Amendment to the Development Agreement (**2018 Second Amendment to Development Agreement**).

Mary Mitracos filed a lawsuit against the City and Surland challenging the legality of Ordinance 1253 and the 2018 Second Amendment to Development Agreement.

In 2020, the San Joaquin County Superior Court entered Judgment (**Judgment**) in Ms. Mitracos' favor and issued a Peremptory Writ of Mandate (**Writ**) ordering the City (i) to rescind and set aside Ordinance 1253 and the 2018 Second Amendment to Development Agreement, (ii) not to take any action to implement the Second Amendment, and (iii) to rescind any actions that were taken to implement Ordinance 1253 and the Second Amendment. The City and Surland appealed. In May 2022, the Court of Appeal denied the appeal and affirmed the Superior Court, and in July 2022 remitted the case back to the Superior Court.

The City has a duty to comply with the Judgment and Writ, and to inform the Superior Court of actions it has taken to comply. Accordingly, we recommend that the City Council adopt the two proposed Ordinances to comply with the Judgment and Writ. These two Ordinances will rescind Ordinance 1253 and the 2018 Second Amendment to Development Agreement. Additional other actions may be necessary to comply with the Judgment and Writ. Staff is currently evaluating

which additional actions will need to be taken to fully unwind the 2018 Second Amendment to Development Agreement, and staff will return to the City Council for approval, as needed, to implement these additional actions.

BACKGROUND AND LEGISLATIVE HISTORY

As noted above, the Judgment and Writ require the City to essentially take three sets of actions: 1) rescind Ordinance 1253, 2) rescind the 2018 Second Amendment to Development Agreement; and 3) take such additional actions necessary to “unwind” the 2018 Second Amendment to Development Agreement. This agenda item is to request the City Council take the first two of the foregoing actions. Staff may return to the City Council for additional approval, as may be necessary to fully “unwind” the 2018 Second Amendment to Development Agreement.

Development Agreements, Generally

California’s Development Agreement Statute (Gov. Code §§ 65864 – 65869.5) authorizes a city or county to “enter into a development agreement” with any property owner “for the development of the property.” (Gov. Code § 65865(a).) The statute allows a city, via development agreement, to freeze zoning and other land use regulation applicable to specified property to guarantee that a developer will not be affected by changes in the standards for government approval during the period of development.

Without a development agreement, a city can change land use regulations to preclude development—even after a city has issued project approvals—until the property owner secures a building permit and demonstrates reliance thereon by commencing construction. In exchange for vested development rights, cities can secure more community benefits from a property owner than they could constitutionally require the property owner to provide through the standard land use review process.

A city “may enter into a development agreement with any person having a legal or equitable interest in real property for the development of the property as provided in this article.” (Gov. Code § 65865(a).)

2009 Development Agreement and Lawsuit

In 2009, the City adopted an ordinance approving a development agreement with respect to Surland’s development of property in the Ellis Specific Plan (**2009 Development Agreement**), and the City and Surland entered into the 2009 Development Agreement accordingly.

At that time, Surland owned only a portion of the 321-acre Ellis Specific Plan area. But the 2009 Development Agreement authorized Surland to add property thereto, without a formal amendment to the agreement, provided certain terms and conditions were met.

The Tracy Regional Alliance for a Quality Community (**TRAQC**) filed a lawsuit in the San Joaquin County Superior Court against the City and Surland seeking to invalidate the 2009 Development Agreement and authorizing ordinance. TRAQC

argued that the 2009 Development Agreement and authorizing ordinance violated Government Code section 65865(a), which provides that a city “may enter into a development agreement with any person having a legal or equitable interest in real property for the development of the property as provided in this article.”

In 2011, the Superior Court entered a judgment and issued a peremptory writ of mandate in favor of TRAQC and ordered the City to rescind the 2009 Development Agreement and authorizing ordinance. The City complied with the judgment and writ, and the Superior Court discharged the Writ.

2013 Development Agreement and Lawsuit

On March 19, 2013, the City Council adopted an ordinance approving an Amended and Restated Development Agreement (**2013 Development Agreement**) governing the development of the 321-acre Ellis Specific Plan area, all of which Surland had acquired.

Pursuant to Ordinance 1182, the City and Surland executed and entered into the Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC, dated April 18, 2013 (**2013 Development Agreement**).

On June 3, 2014, the City Council adopted Ordinance 1194, an Ordinance of the City of Tracy Approving First Amendment to Amended and Restated Development Agreement with the Surland Communities, LLC (**Ordinance 1194**). Pursuant to Ordinance 1194, the City and Surland executed and entered into the First Amendment to Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC, dated July 3, 2014. The First Amendment is not at issue.

On April 3, 2018, the City Council adopted Ordinance 1253, an Ordinance of the City of Tracy Approving the Second Amendment to the Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC (**Ordinance 1253**).

Pursuant to Ordinance 1253, the City and Surland executed and entered into the Second Amendment to Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC, dated May 3, 2018 (**2018 Second Amendment to Development Agreement** or **2018 DA**). The Second Amendment added, deleted, modified, and replaced specific provisions of the 2013 Development Agreement.

The 2018 Second Amendment to Development Agreement contemplated that Surland might ask the City Council to exercise its legislative discretion to approve a further amendment to the 2013 Development Agreement to add additional property. By contrast, the 2009 Development Agreement provided a process by which Surland could add additional property thereto without a further amendment thereto per an ordinance.

No additional property was ever added, or proposed to be added, to the 2013 Development Agreement pursuant to the Second Amendment.

On May 11, 2018, Mary Mitracos, as Petitioner and Plaintiff, filed a lawsuit against the City, as Respondent and Defendant, and Surland, as Real Party in Interest, challenging the legality of Ordinance 1253 and the 2018 Second Amendment to Development Agreement, *Mitracos v. City of Tracy, et al.*, San Joaquin County Superior Court Case No. STK-CV-UWM-2018-5531. The lawsuit alleged that the 2018 Second Amendment to the 2013 Development Agreement and Ordinance 1253 are and were unlawful because they authorized additional property to be added to the 2013 Development Agreement, irrespective of the fact that no additional property had been added and that additional property only could be added if the City Council approved an ordinance authorizing a further amendment to the 2013 Development Agreement; and the City and Surland then entered into such amendment (whereas the 2009 Development Agreement allowed Surland to add property thereto without an amendment to the agreement or authorizing ordinance).

On September 30, 2020, the San Joaquin County Superior Court entered Judgment for Ms. Mitracos and against the City and Surland, and issued a Peremptory Writ of Mandate, each of which was served on the City on October 8, 2020.

The Judgment served on October 8, 2020 includes the following rulings:

IT IS SO ORDERED, DECREED AND ADJUDGED that:

1. Judgment granting a Peremptory Writ of Mandate is entered in favor of Petitioner Mitracos in this proceeding. Judgment is entered because the Court finds that Respondent committed a prejudicial abuse of discretion in taking the following actions:

(a) Adopting, approving and entering into the Second Amendment to Amended and Restated Development Agreement by and between The City of Tracy and Surland Communities, LLC" ("2018 DA").

(b) Adopting Ordinance 1253[.]

2. The court finds the 2018 DA does not comply with Government Code Sections 65865(b) and 65865.2 and is therefore void ab initio.

3. A Preemptory Writ of Mandate direct[ed] to Respondents shall issue under seal of this Court, ordering Respondents to vacate and set aside, within (30) days from service of the Writ of Mandate, all approvals and adoptions of the 2008 DA and Ordinance 1253, as described in paragraph 2 above in their entirety and all other actions taken by Respondents to approve or implement the Development Agreement. Respondent City is ordered to:

(a) Set aside, rescind, and vacate the "Second Amendment to Amended and Restated Development Agreement by and between The City of Tracy and Surland Communities, LLC" ("2018 DA").

(b) Set aside, rescind, and vacate Ordinance 1253.

(c) Set aside, rescind, and vacate any actions taken pursuant to the "Second Amendment to Amended and Restated Development Agreement by and Between the City of Tracy and Surland Communities, LLC" ("2018 DA") and Ordinance 1253.

4. Respondent City shall file a return to the Peremptory Writ of Mandate within 10 days of completion of the actions mandated by this judgment. This Court shall retain jurisdiction over Respondents' proceedings by way of the return to the Peremptory Writ of Mandate until the Court has determined that Respondent has complied with the directives of this Court.

5. Petitioner shall be awarded its costs of suit. Petitioner is the successful party pursuant to Code of Civil Procedure § 1021.5. The Court reserves jurisdiction to determine entitlement to attorneys' fees and litigation expenses, pursuant to any properly and timely filed motion which Petitioner Mitracos may make.

6. Injunctive relief is granted consistent with this ruling. Respondents, Real Parties in Interest, and their respective agents, employees, and persons acting in concert with them are permanently enjoined from any and all actions to further implement the 2018 Development Agreement as described in paragraph 1(a) above.

The Peremptory Writ of Mandate served on October 8, 2020 includes the following rulings:

YOU ARE HEREBY COMMANDED to comply with the following:

1. Within thirty (30) days from service of this Writ, set aside, rescind, and vacate the "Second Amendment to Amended and Restated Development Agreement by and between the City of Tracy and Surland Communities, LLC" ("2018 DA");

2. Within thirty (30) days from service of this Writ, set aside, rescind, and vacate Ordinance 1253;

3. Within thirty (30) days from service of this Writ, set aside, rescind, and vacate any actions taken pursuant to the "Second Amendment to Amended and Restated Development Agreement By and Between The City of Tracy and Surland Communities, LLC" ("2018 DA") and Ordinance 1253.

4. Respondent City shall file a return to the Peremptory Writ of Mandate within 10 days of completion of the actions mandated by this Writ. This Court shall retain jurisdiction over Respondent's proceedings by way of the return to the Peremptory Writ of Mandate until the Court has determined that Respondents have complied with the directives of this Court.

On November 6, 2020 (which was within 30 days of service of the

Judgment and Writ), the Superior Court extended the compliance deadline to November 12, 2020, and then on November 12, 2020, extended the compliance deadline to January 22, 2021.

On October 23, 2020, the City and Surland filed a joint motion for new trial, or in the alternative, to set aside and vacate the judgment and enter a new judgment, which was denied by operation of law on or about December 22, 2020.

On January 15, 2021, the City and Surland appealed to the Third District Court of Appeal, which stayed any obligation to comply with the Judgment and Writ unless and until the Judgment was affirmed by a final decision on appeal.

On May 16, 2022, the Third District Court of Appeal issued an unpublished opinion denying the appeal and affirming the Judgment, which decision became final 30 days thereafter.

On July 18, 2022, Court of Appeal issued a Remittitur, returning the lawsuit to the Superior Court.

In the meantime, the City has not taken any action to implement the 2018 Second Amendment to Development Agreement since well before the Court of Appeal issued its May 16, 2022 opinion denying the appeal and affirming the Judgment and understands that it may not take any action to implement the 2018 Second Amendment. In addition, City staff is evaluating what additional actions need to be taken to “unwind” actions previously taken to implement Ordinance 1253 and the Second Amendment.

ANALYSIS

The City is obligated to comply with the Judgment and Writ—which are final and not subject to further appeal—and to return to the Superior Court to inform the Court as to the actions taken to comply and ask the Court to discharge the Writ.

The Judgment and Writ obligate the City (i) to set aside, rescind, and vacate Ordinance 1253 and the 2018 Second Amendment to Development Agreement, (ii) not to take any action to implement the Second Amendment, and (iii) to rescind (“unwind”) any actions that were taken to implement Ordinance 1253 and the Second Amendment.

The proposed Ordinances will accomplish the first two of the foregoing requisite actions needed to be taken.

FISCAL IMPACT

Surland is responsible to cover all City costs and expenses associated with this lawsuit pursuant to a hold harmless and indemnity provision of the Development Agreement.

PUBLIC OUTREACH/ INTEREST

Not applicable, as this is a court proceeding.

COORDINATION

Multiple departments of the City are working together to identify the requisite actions that need to be taken to fully unwind the 2018 Second Amendment to Development Agreement.

CEQA DETERMINATION

Adoption of the proposed ordinance is not a project within the meaning of the California Environmental Quality Act ("CEQA"), including as the term "project" is defined by section 15378 of the CEQA Guidelines, including without limitation because the adoption of the ordinances is a ministerial action not subject to and exempt from CEQA (see section 15268 of the CEQA Guidelines), and that even if it were a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

STRATEGIC PLAN

Not applicable, as this is a court proceeding.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council introduce the following two Ordinances to comply with the Judgment and Peremptory Writ of Mandate in *Mitracos v. City of Tracy, et al.*, San Joaquin County Superior Court Case No. STK-CV-UWM-2018-5531:

Introduce:

- 1. Ordinance Rescinding Ordinance 1253 Approving Second Amendment to Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC.**
- 2. Ordinance Rescinding Second Amendment to Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC.**

Respectfully submitted,

Bijal M. Patel
City Attorney

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

RESCINDING ORDINANCE 1253 APPROVING SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF TRACY AND SURLAND COMMUNITIES, LLC

WHEREAS, on March 19, 2013, the City Council adopted Ordinance 1182 (Ordinance 1182), an Ordinance of the City of Tracy Approving an Amended and Restated Development Agreement with Surland Communities, LLC, with respect to the development of real property in the Ellis Specific Plan area; and

WHEREAS, pursuant to Ordinance 1182, the City of Tracy (City) and Surland Communities, LLC (Surland) executed and entered into the Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC, dated April 18, 2013 ("2013 Development Agreement"); and

WHEREAS, on June 3, 2014, the City Council adopted Ordinance 1194 (Ordinance 1194), an Ordinance of the City of Tracy Approving First Amendment to Amended and Restated Development Agreement with the Surland Communities, LLC; and

WHEREAS, pursuant to Ordinance 1194, the City and Surland executed and entered into the First Amendment to Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC, dated July 3, 2014; and

WHEREAS, on April 3, 2018, the City Council adopted Ordinance 1253 (Ordinance 1253), an Ordinance of the City of Tracy Approving the Second Amendment to the Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC; and

WHEREAS, pursuant to Ordinance 1253, the City and Surland executed and entered into the Second Amendment to Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC, dated May 3, 2018 (2018 Second Amendment to Development Agreement or 2018 DA); and

WHEREAS, on May 11, 2018, Mary Mitracos, as Petitioner and Plaintiff, filed a lawsuit against the City, as Respondent and Defendant, and Surland, as Real Party in Interest, challenging the legality of Ordinance 1253 and the 2018 Second Amendment to the Development Agreement, *Mitracos v. City of Tracy, et al.*, San Joaquin County Superior Court Case No. STK-CV-UWM-2018-5531; and

WHEREAS, on September 30, 2020, the San Joaquin County Superior Court entered Judgment (Judgment) for Plaintiff Mitracos and against the City and Surland, and issued a

Peremptory Writ of Mandate (Writ), each of which was served on the City on October 8, 2020; and

WHEREAS, the Judgment served on October 8, 2020 includes the following rulings:

IT IS SO ORDERED, DECREED AND ADJUDGED that:

1. Judgment granting a Peremptory Writ of Mandate is entered in favor of Petitioner Mitracos in this proceeding. Judgment is entered because the Court finds that Respondent committed a prejudicial abuse of discretion in taking the following actions:

(a) Adopting, approving and entering into the Second Amendment to Amended and Restated Development Agreement by and between The City of Tracy and Surland Communities, LLC" ("2018 DA").

(b) Adopting Ordinance 1253[.]

2. The court finds the 2018 DA does not comply with Government Code Sections 65865(b) and 65865.2 and is therefore void ab initio.

3. A Preemptory Writ of Mandate direct[ed] to Respondents shall issue under seal of this Court, ordering Respondents to vacate and set aside, within (30) days from service of the Writ of Mandate, all approvals and adoptions of the 2008 DA and Ordinance 1253, as described in paragraph 2 above in their entirety and all other actions taken by Respondents to approve or implement the Development Agreement. Respondent City is ordered to:

(a) Set aside, rescind, and vacate the "Second Amendment to Amended and Restated Development Agreement by and between The City of Tracy and Surland Communities, LLC" ("2018 DA").

(b) Set aside, rescind, and vacate Ordinance 1253.

(c) Set aside, rescind, and vacate any actions taken pursuant to the "Second Amendment to Amended and Restated Development Agreement by and Between the City of Tracy and Surland Communities, LLC" ("2018 DA") and Ordinance 1253.

4. Respondent City shall file a return to the Peremptory Writ of Mandate within 10 days of completion of the actions mandated by this judgment. This Court shall retain jurisdiction over Respondents' proceedings by way of the return to the Peremptory Writ of Mandate until the Court has determined that Respondent has complied with the directives of this Court.

5. Petitioner shall be awarded its costs of suit. Petitioner is the successful party pursuant to Code of Civil Procedure § 1021.5. The Court reserves jurisdiction to determine entitlement to attorneys' fees and litigation expenses, pursuant to any properly and timely filed motion which Petitioner Mitracos may make.

6. Injunctive relief is granted consistent with this ruling. Respondents, Real Parties in Interest, and their respective agents, employees, and persons acting in concert with them are permanently enjoined from any and all actions to further implement the 2018 Development Agreement as described in paragraph 1(a) above.

and

WHEREAS, the Writ served on October 8, 2022 includes the following commands:

YOU ARE HEREBY COMMANDED to comply with the following:

1. Within thirty (30) days from service of this Writ, set aside, rescind, and vacate the "Second Amendment to Amended and Restated Development Agreement by and between the City of Tracy and Surland Communities, LLC" ("2018 DA");
2. Within thirty (30) days from service of this Writ, set aside, rescind, and vacate Ordinance 1253;
3. Within thirty (30) days from service of this Writ, set aside, rescind, and vacate any actions taken pursuant to the "Second Amendment to Amended and Restated Development Agreement By and Between The City of Tracy and Surland Communities, LLC" ("2018 DA") and Ordinance 1253.
4. Respondent City shall file a return to the Peremptory Writ of Mandate within 10 days of completion of the actions mandated by this Writ. This Court shall retain jurisdiction over Respondent's proceedings by way of the return to the Peremptory Writ of Mandate until the Court has determined that Respondents have complied with the directives of this Court.

and

WHEREAS, on November 6, 2020 (which was within 30 days of service of the Judgment and Writ), the Superior Court extended the compliance deadline to November 12, 2020, and then on November 12, 2020, extended the compliance deadline to January 22, 2021; and

WHEREAS, on October 23, 2020, the City and Surland filed a joint motion for new trial, or in the alternative, to set aside and vacate the judgment and enter a new judgment, which was denied by operation of law on or about December 22, 2020; and

WHEREAS, on January 15, 2021, the City and Surland appealed to the California Court of Appeal, Third District, which stayed any obligation to comply with the Judgment and Writ unless and until the Judgment was affirmed by a final decision on appeal; and

WHEREAS, on May 16, 2022, the Third District Court of Appeal issued an unpublished opinion denying the appeal and affirming the Judgment, which decision became final 30 days thereafter; and

WHEREAS, on July 18, 2022, the Court of Appeal issued a Remittitur, returning the lawsuit to the Superior Court; and

WHEREAS, Surland is responsible to cover all City costs and expenses associated with the Mitracos lawsuit pursuant to a hold harmless and indemnity provision of the 2013 Development Agreement; and

WHEREAS, the City is obligated to comply with the Judgment and Writ, and is doing so; and

WHEREAS, the City is adopting this subject Ordinance as well as a companion Ordinance in compliance with the Judgment and Writ; and

WHEREAS, the City has not taken any action to implement the 2018 Second Amendment to Development Agreement since well before the Court of Appeal issued its May 16, 2022 opinion denying the appeal and affirming the Judgment; and

WHEREAS, the City understands that it may not take any action to implement the 2018 Second Amendment; and

WHEREAS, City staff is evaluating what additional actions need to be taken to set aside, rescind and vacate any actions previously taken to implement Ordinance 1253 and the Second Amendment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TRACY DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals/Findings. The City Council finds and determines the foregoing recitals are true and correct and are hereby incorporated herein as findings and determinations of the City.

SECTION 2. Rescission of Ordinance 1253. The City Council hereby sets aside, rescinds, and vacates Ordinance 1253.

SECTION 3. CEQA Determination. The City Council finds and determines that the adoption of this Ordinance is not a project within the meaning of the California Environmental Quality Act ("CEQA"), including as the term "project" is defined by section 15378 of the CEQA Guidelines, including without limitation because the adoption of this Ordinance is a ministerial action not subject to and exempt from CEQA (see section 15268 of the CEQA Guidelines), and that even if it were a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

SECTION 4. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional

SECTION 5. Effective Date. This Ordinance shall become effective upon the thirtieth (30th) day after final adoption.

SECTION 6. Publication. The City Clerk is directed to publish this Ordinance in a manner required by law.

SECTION 7. Codification. This Ordinance shall not be codified in the Tracy Municipal Code.

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the ___ day of _____ 202_, and finally adopted on the ___ day of _____, 202_, by the following vote:

- AYES –
- NOES –
- ABSENT –
- ABSTENTION –

 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

Date of Attestation: _____

NOTICE AND DIGEST

ORDINANCE RESCINDING ORDINANCE 1253 APPROVING SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF TRACY AND SURLAND COMMUNITIES, LLC

This Ordinance (Ordinance) sets aside, rescinds, and vacates Ordinance 1253, adopted by the City Council of the City of Tracy (City) on April 3, 2018, which approved the Second Amendment to Amended and Restated Development Agreement By and Between the City of Tracy (City) and Surland Communities, LLC (Surland), dated May 3, 2018 (2018 Second Amendment). This Ordinance is necessary to comply with the Peremptory Writ of Mandate served on October 8, 2022 and Judgment served on October 8, 2020 by the San Joaquin County Superior Court, in the lawsuit filed by Mary Mitracos, as Petitioner and Plaintiff, against the City, as Respondent and Defendant, and Surland, as Real Party in Interest, challenging, among other things, the legality of Ordinance 1253 (*Mitracos v. City of Tracy, et al.*, San Joaquin County Superior Court Case No. STK-CV-UWM-2018-5531). On May 16, 2022, the Third District Court of Appeal issued an unpublished opinion denying the City's appeal and affirming the Judgment of the San Joaquin County Superior Court.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

ORDINANCE NO. _____

RESCINDING SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF TRACY AND SURLAND COMMUNITIES, LLC

WHEREAS, on March 19, 2013, the City Council adopted Ordinance 1182 (Ordinance 1182), an Ordinance of the City of Tracy Approving an Amended and Restated Development Agreement with Surland Communities, LLC, with respect to the development of real property in the Ellis Specific Plan area; and

WHEREAS, pursuant to Ordinance 1182, the City of Tracy (City) and Surland Communities, LLC (Surland) executed and entered into the Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC, dated April 18, 2013 (2013 Development Agreement); and

WHEREAS, on June 3, 2014, the City Council adopted Ordinance 1194 (Ordinance 1194), an Ordinance of the City of Tracy Approving First Amendment to Amended and Restated Development Agreement with the Surland Communities, LLC; and

WHEREAS, pursuant to Ordinance 1194, the City and Surland executed and entered into the First Amendment to Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC, dated July 3, 2014; and

WHEREAS, on April 3, 2018, the City Council adopted Ordinance 1253 (Ordinance 1253), an Ordinance of the City of Tracy Approving the Second Amendment to the Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC; and

WHEREAS, pursuant to Ordinance 1253, the City and Surland executed and entered into the Second Amendment to Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC, dated May 3, 2018 (2018 Second Amendment to Development Agreement or 2018 DA); and

WHEREAS, on May 11, 2018, Mary Mitracos, as Petitioner and Plaintiff, filed a lawsuit against the City, as Respondent and Defendant, and Surland, as Real Party in Interest, challenging the legality of Ordinance 1253 and the 2018 Second Amendment to Development Agreement, *Mitracos v. City of Tracy, et al.*, San Joaquin County Superior Court Case No. STK-CV-UWM-2018-5531; and

WHEREAS, on September 30, 2020, the San Joaquin County Superior Court entered Judgment (Judgment) for Plaintiff Mitracos and against the City and Surland, and issued a

Peremptory Writ of Mandate (Writ), each of which was served on the City on October 8, 2020; and

WHEREAS, the Judgment served on October 8, 2020 includes the following rulings:

IT IS SO ORDERED, DECREED AND ADJUDGED that:

1. Judgment granting a Peremptory Writ of Mandate is entered in favor of Petitioner Mitracos in this proceeding. Judgment is entered because the Court finds that Respondent committed a prejudicial abuse of discretion in taking the following actions:

(a) Adopting, approving and entering into the Second Amendment to Amended and Restated Development Agreement by and between The City of Tracy and Surland Communities, LLC" ("2018 DA").

(b) Adopting Ordinance 1253[.]

2. The court finds the 2018 DA does not comply with Government Code Sections 65865(b) and 65865.2 and is therefore void ab initio.

3. A Preemptory Writ of Mandate direct[ed] to Respondents shall issue under seal of this Court, ordering Respondents to vacate and set aside, within (30) days from service of the Writ of Mandate, all approvals and adoptions of the 2008 DA and Ordinance 1253, as described in paragraph 2 above in their entirety and all other actions taken by Respondents to approve or implement the Development Agreement. Respondent City is ordered to:

(a) Set aside, rescind, and vacate the "Second Amendment to Amended and Restated Development Agreement by and between The City of Tracy and Surland Communities, LLC" ("2018 DA").

(b) Set aside, rescind, and vacate Ordinance 1253.

(c) Set aside, rescind, and vacate any actions taken pursuant to the "Second Amendment to Amended and Restated Development Agreement by and Between the City of Tracy and Surland Communities, LLC" ("2018 DA") and Ordinance 1253.

4. Respondent City shall file a return to the Peremptory Writ of Mandate within 10 days of completion of the actions mandated by this judgment. This Court shall retain jurisdiction over Respondents' proceedings by way of the return to the Peremptory Writ of Mandate until the Court has determined that Respondent has complied with the directives of this Court.

5. Petitioner shall be awarded its costs of suit. Petitioner is the successful party pursuant to Code of Civil Procedure § 1021.5. The Court reserves jurisdiction to determine entitlement to attorneys' fees and litigation expenses, pursuant to any properly and timely filed motion which Petitioner Mitracos may make.

6. Injunctive relief is granted consistent with this ruling. Respondents, Real Parties in Interest, and their respective agents, employees, and persons acting in concert with them are permanently enjoined from any and all actions to further implement the 2018 Development Agreement as described in paragraph 1(a) above.

and

WHEREAS, the Peremptory Writ of Mandate served on October 8, 2022 includes the following commands:

YOU ARE HEREBY COMMANDED to comply with the following:

1. Within thirty (30) days from service of this Writ, set aside, rescind, and vacate the "Second Amendment to Amended and Restated Development Agreement by and between the City of Tracy and Surland Communities, LLC" ("2018 DA");
2. Within thirty (30) days from service of this Writ, set aside, rescind, and vacate Ordinance 1253;
3. Within thirty (30) days from service of this Writ, set aside, rescind, and vacate any actions taken pursuant to the "Second Amendment to Amended and Restated Development Agreement By and Between The City of Tracy and Surland Communities, LLC" ("2018 DA") and Ordinance 1253.
4. Respondent City shall file a return to the Peremptory Writ of Mandate within 10 days of completion of the actions mandated by this Writ. This Court shall retain jurisdiction over Respondent's proceedings by way of the return to the Peremptory Writ of Mandate until the Court has determined that Respondents have complied with the directives of this Court.

and

WHEREAS, on November 6, 2020 (which was within 30 days of service of the Judgment and Writ), the Superior Court extended the compliance deadline to November 12, 2020, and then on November 12, 2020, extended the compliance deadline to January 22, 2021; and

WHEREAS, on October 23, 2020, the City and Surland filed a joint motion for new trial, or in the alternative, to set aside and vacate the judgment and enter a new judgment, which was denied by operation of law on or about December 22, 2020; and

WHEREAS, on January 15, 2021, the City and Surland appealed to the California Court of Appeal, Third District, which stayed any obligation to comply with the Judgment and Writ unless and until the Judgment was affirmed by a final decision on appeal; and

WHEREAS, on May 16, 2022, the Third District Court of Appeal issued an unpublished opinion denying the appeal and affirming the Judgment, which decision became final 30 days thereafter; and

WHEREAS, on July 18, 2022, the Court of Appeal issued a Remittitur, returning the lawsuit to the Superior Court; and

WHEREAS, Surland is responsible to cover all City costs and expenses associated with the Mitracos lawsuit pursuant to a hold harmless and indemnity provision of the 2013 Development Agreement; and

WHEREAS, the City is obligated to comply with the Judgment and Writ, and is doing so; and

WHEREAS, the City is adopting this subject Ordinance as well as a companion Ordinance in compliance with the Judgment and Writ; and

WHEREAS, the City has not taken any action to implement the 2018 Second Amendment to Development Agreement since well before the Court of Appeal issued its May 16, 2022 opinion denying the appeal and affirming the Judgment; and

WHEREAS, the City understands that it may not take any action to implement the 2018 Second Amendment; and

WHEREAS, City staff is evaluating what additional actions need to be taken to rescind actions previously taken to implement Ordinance 1253 and the Second Amendment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TRACY DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals/Findings. The City Council finds and determines that the foregoing recitals are true and correct and are hereby incorporated herein as findings and determinations of the City.

SECTION 2. Rescission of 2018 Second Amendment to Development Agreement. The City Council hereby (i) sets aside, rescinds, and vacates the Second Amendment to Amended and Restated Development Agreement By and Between the City of Tracy and Surland Communities, LLC, dated May 3, 2018; (ii) reiterates and directs that the City Manager ensure that City staff not take any further action to implement the 2018 Second Amendment to Development Agreement; and (iii) reiterates and directs the City Manager to ensure that City staff take any and all actions necessary to set aside, rescind, and vacate any actions previously taken pursuant to the 2018 Second Amendment to Development Agreement; provided that the City Manager shall return to the City Council with any such actions the City Attorney determines that further City Council approval is needed to properly effectuate.

SECTION 3. CEQA Determination. The City Council finds and determines that the adoption of this Ordinance is not a project within the meaning of the California Environmental Quality Act ("CEQA"), including as the term "project" is defined by section 15378 of the CEQA Guidelines, including without limitation because the adoption of this Ordinance is a ministerial action not subject to and exempt from CEQA (see section 15268 of the CEQA Guidelines), and that even if it were a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

SECTION 4. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional

SECTION 5. Effective Date. This Ordinance shall become effective upon the thirtieth (30th) day after final adoption.

SECTION 6. Publication. The City Clerk is directed to publish this Ordinance in a manner required by law.

SECTION 7. Codification. This Ordinance shall not be codified in the Tracy Municipal Code.

* * * * *

The foregoing Ordinance _____ was introduced at a regular meeting of the Tracy City Council on the ___ day of _____ 202_, and finally adopted on the ___ day of _____, 202_, by the following vote:

- AYES –
- NOES –
- ABSENT –
- ABSTENTION –

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

Date of Attestation: _____

NOTICE AND DIGEST

ORDINANCE RESCINDING SECOND AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF TRACY AND SURLAND COMMUNITIES, LLC

This Ordinance (Ordinance) sets aside, rescinds, and vacates the Second Amendment to Amended and Restated Development Agreement By and Between the City of Tracy (City) and Surland Communities, LLC (Surland), dated May 3, 2018 (2018 Second Amendment). This Ordinance further directs the City Manager to ensure that City staff not take any further action to implement the 2018 Second Amendment. This Ordinance is necessary to comply with the Peremptory Writ of Mandate served on October 8, 2022 and Judgment served on October 8, 2020 by the San Joaquin County Superior Court, in the lawsuit filed by Mary Mitracos, as Petitioner and Plaintiff, against the City, as Respondent and Defendant, and Surland, as Real Party in Interest, challenging, among other things, the legality of the 2018 Second Amendment (*Mitracos v. City of Tracy, et al.*, San Joaquin County Superior Court Case No. STK-CV-UWM-2018-5531). On May 16, 2022, the Third District Court of Appeal issued an unpublished opinion denying the City's appeal and affirming the Judgment of the San Joaquin County Superior Court.

AGENDA ITEM 3.B

REQUEST

1) REJECT ALL BIDS FOR THE TEMPORARY EMERGENCY HOUSING PROJECT ON ARBOR AVENUE, SITE IMPROVEMENTS CONSTRUCTION PACKAGE 2, CIP 71112, AND 2) AUTHORIZE STAFF TO RE-ADVERTISE THE PROJECT, WITH MODIFICATIONS AS DEEMED NECESSARY BY THE CITY MANAGER

EXECUTIVE SUMMARY

Staff requests that City Council reject all bids for the Temporary Emergency Housing Project on Arbor Avenue, Site Improvements Construction Package 2, CIP 71112 (Project) and authorize staff to re-advertise the Project and allow the City Manager to make modifications, if necessary. The sole bid package received did not include the required Federal Disadvantaged Business Enterprise Information Forms required for compliance with U.S. Department of Housing and Urban Development (HUD) guidelines for the Community Development Block Grant (CDBG) funding for the Project. Additionally, there were miscalculations in regard to construction supply and lead times on ordering of parts that need to be taken into account in the re-advertisement. To ensure grant compliance, City staff deemed the bid as non-responsive and requests rejection to adhere to the CDBG guidelines.

In addition to rejecting the bids, staff also requests re-advertising the project, with modifications as deemed necessary by the City Manager. The new estimates are twenty to twenty-five percent higher given the unprecedented escalation of costs in recent market conditions. A preliminary revised engineers' estimate, that includes the noted percentage increase, put the new estimate of the cost of the project at \$8,300,000, subject to any market changes.

DISCUSSION

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

To expedite the beginning of site work, the project construction work was divided into a preliminary phase (Phase 1) of demolition, rough grading and installation of underground utilities, design work that City staff could prepare in house, and a secondary phase (Construction Package 2) of full site construction and development that required the work of the design consultant, The KPA Group, LLC (Consultant).

The demolition, rough grading and installation of underground utilities phase (Phase 1) of the Project is currently underway and is expected to be completed by September 2022.

The second construction contract for site improvements (Construction Package 2) was advertised for competitive bids on June 8, 2022, June 10, 2022, and June 15, 2022. In addition to the advertising, informational emails about the project were sent out to

contractors who had previously contracted with the City and as well as posting the project on the City project website. Staff held a contractor information meeting publicly online on June 21, 2022, to provide information to interested contractors about the scope and components of work, the City supplied items, and to address questions about the Project. The meeting was recorded, and the video was added to the project information page of the City website. Questions from the meeting and those submitted in writing to the project manager were responded to through a written addendum to the contract documents that were distributed to all contractors through QuestCDN and the builder's exchanges that serve the contractors. At the time of the public meeting, staff was aware of five (5) prime contractors that had requested plans or attended the public meeting.

Bids were received and publicly opened in City Hall Conference Room 203, and online via video conference call at 2:00 p.m. on Wednesday, July 20, 2022, with the following results:

<u>Contractor</u>	<u>Base Bid</u>
GOWAN CONSTRUCTION, INC., OF TRACY CA	\$11,657,389

At the opening of the bids, only one bid was received, and a review of the submitted bid found mathematical errors and that the actual total of all bid items was \$11,657,389, however, the bid document showed a total of \$12,330,815.

After further review, the bid was also deemed non-responsive because the required federal compliance forms were not included in the bid packet. Federal grant funding requires contractors to complete a variety of forms that include the good faith efforts performed by the contractor to engage Disadvantaged Business Enterprise (DBE) subcontractors. The bid from Gowan Construction, Inc. did not contain the necessary DBE for the proposed contractors.

The design team contacted several potential bidders and received input about why some contractors choose not to bid on this Project. One contractor indicated that a required electrical equipment component has a lead time of 270 days, which exceeded the contract term of 180 days. The lead time was much longer than indicated by research done by the design team prior to advertising the bid. Contractors are required to complete all contract work within the contract term or be subject to penalties in the form of daily Liquidated Damages. Contractors risk significant losses if they do not complete the work within the contract term. Another contractor stated that expectations for completion and occupancy were not realistic given the restraints of the market conditions currently. One contractor noted that they had two other navigation center projects pending and did not have adequate staff to also complete this City project.

The sole bid received by Gowan Construction, Inc. significantly exceeded the engineers' estimate of \$6,900,000. A detailed review of the engineers' estimate is underway, but the initial conclusions are that in the current construction market conditions, that include material shortages and high fuel costs, that there has been a recent overall increase of an estimated twenty percent in construction bids, which was not accounted for because of unprecedented escalation of rates in these areas. Additionally, shortages of a key component of concrete, fly ash, have increased the cost of all concrete work by twenty-five percent. A preliminary revised engineers' estimate, that includes the noted percentage increase, put the new estimate of the cost of the project at \$8,300,000, subject to changing market conditions.

Prior to re-advertising the Project, additional research about current material delivery times and impacted supply chains will be conducted and considered when determining the number of calendar days allowed for completion of the contract work, if some items of work can be value engineered, and if contract requirements should be revised.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Public Safety Strategic Priority, Goal No. 2, Implement the Adopted Homeless Strategic Plan.

FISCAL IMPACT

This action has no impact on the Project budget for CIP 71112 Temporary Emergency Housing Project on Arbor Avenue. CIP 71112 has a Project budget of \$10,013,851 and the current available budget is \$6,632,951 as follows:

<u>Fund</u>	<u>Budget</u>	<u>Expense</u>	<u>Balance</u>
252 - ARPA	\$ 4,500,000	\$1,528,162	\$2,971,838
San Joaquin County (GF)	\$ 3,661,113	\$ -	\$3,661,113
261 - HHAP	\$ 329,240	\$ 329,240	\$ -
268 - CDBG	\$ 833,498	\$ 833,498	\$ -
282 - Housing Successor	\$ 690,000	\$ 690,000	\$ -
<u>Totals</u>	<u>\$ 10,013,851</u>	<u>\$3,380,900</u>	<u>\$6,632,951</u>

RECOMMENDATION

It is recommended that City Council, by resolution, 1) reject all bids for the Temporary Emergency Housing Project on Arbor Avenue, Site Improvements Construction Package 2, CIP 71112, and 2) authorize staff to re-advertise the Project, with modifications as deemed necessary by the City Manager.

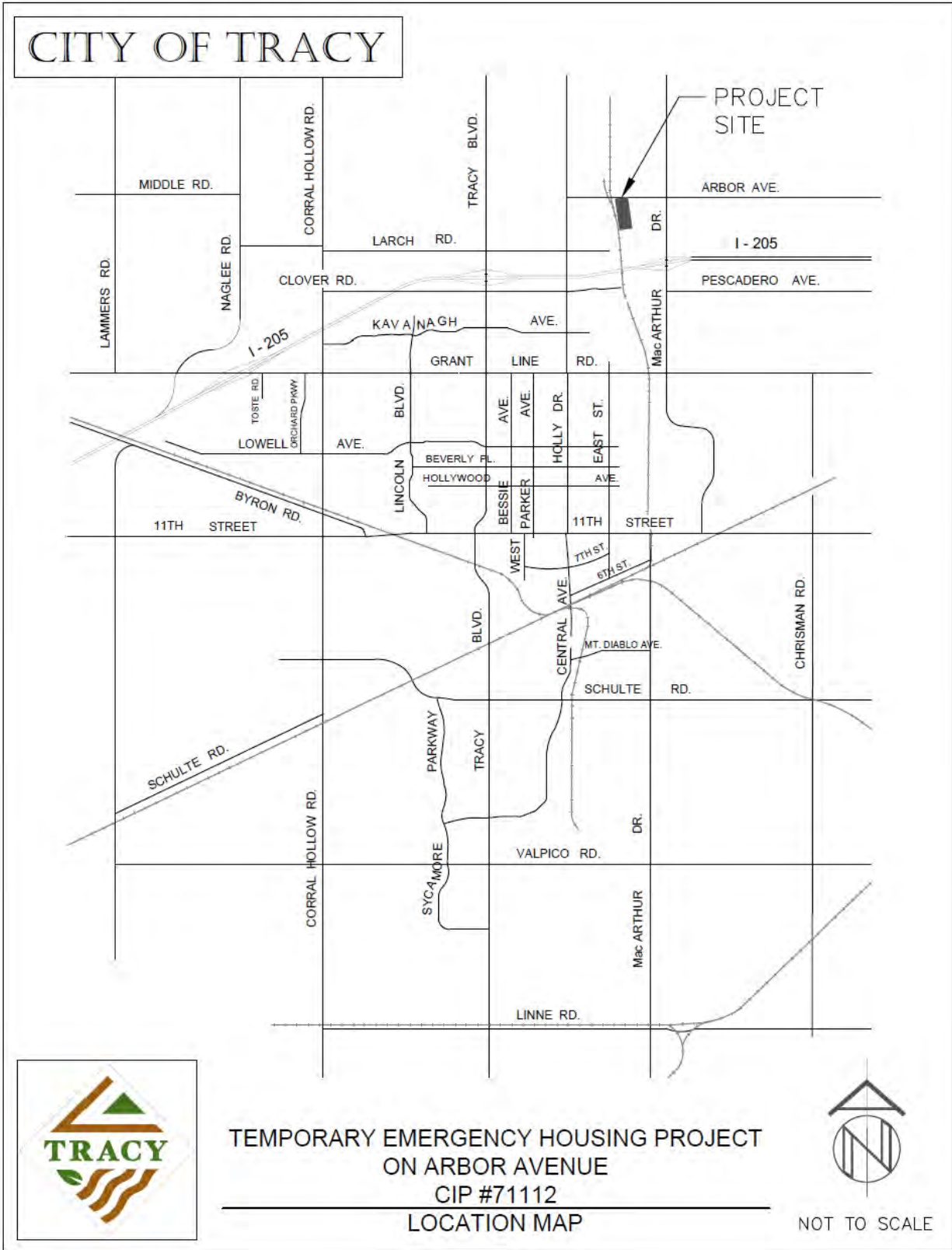
Prepared by: Ilene Macintire, Senior Civil Engineer
Lauren Gonzalez, Management Analyst I
Robert Armijo, PE, City Engineer / Assistant Development Services Director

Reviewed by: Kris Balaji, PMP, PE, Development Services Director
Sara Cowell, Interim Finance Director
Karin Schnaider, Assistant City Manager
Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

Attachment A – Location Map



TEMPORARY EMERGENCY HOUSING PROJECT
ON ARBOR AVENUE
CIP #71112
LOCATION MAP



NOT TO SCALE

TRACY CITY COUNCIL
RESOLUTION 2022-_____

1) REJECTING ALL BIDS FOR THE TEMPORARY EMERGENCY HOUSING PROJECT ON ARBOR AVENUE, SITE IMPROVEMENTS CONSTRUCTION PACKAGE 2, CIP 71112, AND 2) AUTHORIZING STAFF TO RE-ADVERTISE THE PROJECT, WITH MODIFICATIONS AS DEEMED NECESSARY BY THE CITY MANAGER

WHEREAS, The Project was advertised for competitive bids on June 8, 2022, June 10, 2022, and June 15, 2022, additionally informational emails were sent directly to contractors and the project was posted on the City's website; and

WHEREAS, On July 20, 2022, when the bid was publicly opened only one bid was received; and

WHEREAS, The sole bid received did not include the required Federal Disadvantaged Business Enterprise Information forms causing the bid to be deemed non-responsive; and

WHEREAS, In addition to being deemed a non-responsive bid, the sole bid substantially exceeds project Engineers' Estimate and the available funds for this Project; and

WHEREAS, Investigation conducted by staff and design team suggested that there were multiple factors in the City not receiving sufficient amount of responsive bids; and

WHEREAS, Supply chain delays for material and equipment lead times may have exceeded the allowable contract days discouraging bidders; and

WHEREAS, Due to construction market conditions, there have been an increase of material and gas costs, which account for an overall increase of an estimated twenty to twenty-five percent of the Project total; and

WHEREAS, Because of the changes in market conditions, the Project needs to be re-advertised, taking into account the overall increases in price, and allow the City Manager to make modifications, as deemed necessary; now therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby rejects all bids for the Temporary Emergency Housing Project on Arbor Avenue, Site Improvements Construction Package 2, CIP 71112; and be it

FURTHER RESOLVED: That City Council authorizes staff to re-advertise the Project, with modifications as deemed necessary by the City Manager.

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on the 16th day of August 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.C

REQUEST

ADOPT A RESOLUTION AWARDING A SERVICE CONTRACT TO INNER CITY ACTION AS THE CITY'S OPERATOR FOR THE FUTURE TEMPORARY EMERGENCY HOUSING FACILITY, PURSUANT TO A COMPLETED REQUEST FOR PROPOSALS PROCESS, WITH AN INITIAL TERM OF TWO (2) YEARS, AND AN OPTION TO EXTEND, ADMINISTRATIVELY, FOR AN ADDITIONAL TWO (2) YEARS , AT A NOT-TO-EXCEED ANNUAL COST OF \$1.2 MILLION

EXECUTIVE SUMMARY

The City of Tracy (City) is advancing the implementation of a temporary emergency housing facility (Facility) to provide temporary housing solutions to the City's unsheltered population. The City has determined that the use of a qualified non-profit organization, experienced in providing homeless services would be the most effective approach for the management of daily operation of the Facility. A formal Request for Proposals (RFP) was released for the selection of the Facility operator on May 5, 2022.

In response to the RFP, the City received three (3) responses by the May 31, 2022, deadline. Upon careful review of the submittals, staff respectfully requests that the City Council authorize the City Manager to negotiate and enter into an agreement with the top-rated proposer, Inner City Action, to operate the City's Temporary Emergency Housing Facility for an initial two-year term with a not-to-exceed annual cost of \$1.2 million with an option to extend an additional two-years.

BACKGROUND

On May 5, 2022, the City released an RFP for an operator to manage and operate the City's Facility. A voluntary informational meeting was held on May 25, 2022, to allow potential proposers an opportunity to ask questions prior to the submittal deadline.

The City received a total of three (3) proposals by the May 31, 2022, deadline. A five-member panel of internal and external subject matter experts (Review Panel) was tasked with reading the submitted proposals and independently scoring each proposal, based on specific evaluation criteria identified in the RFP. Each Review Panel member submitted their rating sheets and rankings to staff. A meeting was held to identify and calculate the Review Panel's scores and rank the bidders. Through this process, staff determined that all five (5) Panel members had each scored Inner City Action the highest followed by Tracy Community Connections Center as second.

It should be noted that Good Samaritan Thrift was rated third by each Review Panel member, and that this bidder's application was limited to providing a specific service in connection with Tracy Community Connections Center. Therefore, Good Samaritan Thrift could not be recommended to operate and manage the Facility by itself.

Based on the scores provided by the Review Panel, final interviews were held with the top two (2) proposers. Several of the Review Panel members also served on the

Interview Panel. Proposers were asked clarification questions regarding the content of their proposals. At the conclusion of the interview, each Interview Panel member reviewed their written proposal ratings and had an opportunity to modify them based on the information heard during the interview. No Panel members changed or otherwise modified their individual ratings or rankings. At the conclusion of the interview process, and after a thorough review of the proposal scores, the Interview Panel recommended Inner City Action as the most qualified to operate and manage the City's Facility. The overall ranking of the bidders and proposed annual operating costs from each bidder are listed in the table below.

Ranking	Entity Name	Proposed Annual Operating Cost	
1	Inner City Action	\$1.170 million	
2	Tracy Community Connection Center	\$3.102 million	
3	Good Samaritan Thrift	\$69,802	

Based on the comprehensive RFP and review of all bids by both the Review Panel and Interview Panel, staff requests that the City Council select the City's operator for the Temporary Emergency Housing Facility as Inner City Action.

Through the contract, Inner City Action will provide comprehensive support services including, outreach, intake, case management, food, clothing, lodging, connection to services, transportation services, recreation services and house approximately 60 people to start. Inner City Action will also provide year-round operations and maintenance of the Facility. The initial term of the contract would be two (2) years, with an option to extend an additional two (2) years based on satisfactory performance by Inner City Action. The annual cost of the contract is expected not to exceed \$1.2 million.

STRATEGIC PLAN

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

FISCAL IMPACT

Funding for the contract to operate the City's Temporary Emergency Housing Facility is included in the General Fund's operating budget for FY 2022-23. Subsequent years will be allocated as part of the annual budget process.

RECOMMENDATION

Adopt a resolution awarding a service contract to Inner City Action as the City's operator for the future Temporary Emergency Housing Facility, based upon a completed request for proposals for an initial term of two (2) years with an option to extend, administratively, for an additional two (2) years, at an annual not to exceed cost of \$1.2 million.

Prepared by: Virginia Carney, Homeless Services Manager
Midori Lichtwardt, Assistant City Manager

Reviewed by: Sara Cowell, Interim Finance Director
Karin Schnaider, Assistant City Manager

Approved by: Michael Rogers, City Manager

Attachment A: PowerPoint Presentation



Award of Service Contract for
Temporary Emergency Housing Facility Operator

August 16th, 2022

OVERVIEW

- Background
- RFP Timeline
- RFP Review Process
- Ranking Results and Recommendation
- Service to be provided
- Next steps



Think Inside the Triangle™

RFP Timeline

May 5, 2022	RFP Released
May 25, 2022	RFP Pre-Proposal Virtual Meeting
May 31, 2022	Deadline for RFP questions
June 2, 2022	Proposal Deadline
June 2022	Panel Meetings and Interview Dates

Review Process

- Three proposals received
- 5 member review panel convened
 - Individually ranked proposals
 - Virtual interviews
- All 5 panel members ranked Inner City Action as the top proposer

Proposal Ranking

Ranking	Ranking Entity Name	Proposed Annual Operating Cost
1	Inner City Action	\$1.790 Million
2	Tracy Community Connection Center (TCCC)	\$3.102 Million
3	Good Samaritan Thrift	\$ 69,802

Services Provided

- Comprehensive support services will include:
 - Outreach
 - Intake
 - Case Management / connection to services
 - Food, clothing, lodging
 - Transportation Services
 - Recreation services
 - Facility Maintenance



Term

- Initial two-year term
- Option to extend an additional two-year term with satisfactory performance
- Not to exceed \$1.2 million annually



COUNCIL DIRECTION

Does Council wish to award a service contract to highest ranked bidder, Inner City Action to operate the future Temporary Emergency Housing Facility?

Thank you



TRACY CITY COUNCIL

RESOLUTION NO. _____

RESOLUTION AWARDING A SERVICE CONTRACT TO INNER CITY ACTION AS THE CITY'S OPERATOR FOR THE FUTURE TEMPORARY EMERGENCY HOUSING FACILITY, PURSUANT TO A COMPLETED REQUEST FOR PROPOSALS PROCESS, WITH AN INITIAL TERM OF TWO YEARS, WITH AN OPTION TO EXTEND, ADMINISTRATIVELY, FOR AN ADDITIONAL TWO YEARS, AT A NOT TO EXCEED ANNUAL COST OF \$1.2 MILLION

WHEREAS, the City of Tracy (City) is advancing the implementation of a temporary emergency housing facility to provide temporary housing to the homeless population in the City (Facility); and

WHEREAS, on May 5, 2022, the City issued a Request for Proposals (RFP) for a provider to operate and maintain the City's Facility; and

WHEREAS, in response to the RFP, the City received three (3) responses by the May 31, 2022, deadline; and

WHEREAS, a five-member panel of internal and external subject matter experts (Review Panel) was tasked with reading the submitted proposals and independently scoring each proposal, based on specific evaluation criteria identified in the RFP; and

WHEREAS, the Review Panel scored Inner City Action as the top bidder, followed by Tracy Community Connections Center as second; and

WHEREAS, based on the scores provided by the Review Panel, final interviews were held with Inner City Action and Tracy Community Connections Center by a new panel of five qualified experts (Interview Panel); and

WHEREAS, at the conclusion of the interview process, and after a thorough review of the proposal scores, the Interview Panel recommended Inner City Action as the most qualified to operate and manage the City's Facility; and now, therefore, be it

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

RESOLVED: That the City Council hereby awards a service contract to Inner City Action as the City's operator for the future Temporary Emergency Housing Facility for an initial term of two (2) years, with an option to extend, administratively, for an additional two (2) years, at an annual not to exceed cost of \$1.2 million; and be it further

RESOLVED: That the City Manager is authorized to take all actions necessary to effectuate the intent of this Resolution.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on August 16, 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.D

REQUEST

ADOPT A RESOLUTION:

- (1) REAFFIRMING THE DECLARATION MADE BY RESOLUTION 2020-052 OF A SHELTER CRISIS IN THE CITY OF TRACY;**
- (2) MAKING FINDINGS THAT A SIGNIFICANT NUMBER OF PERSONS ARE WITHOUT SHELTER, AND SUCH SITUATION HAS RESULTED IN A THREAT TO THE HEALTH AND SAFETY OF THOSE PERSONS;**
- (3) DIRECTING THE CITY MANAGER TO TAKE IMMEDIATE AND EMERGENCY ACTIONS NECESSARY TO IMPLEMENT INTERIM HOUSING SOLUTIONS FOR TRACY'S UNSHELTERED UNTIL THE COMPLETION AND OPENING OF THE TEMPORARY EMERGENCY HOUSING FACILITY PLANNED AT 370 WEST ARBOR AVENUE, INCLUDING NEGOTIATING WITH POTENTIAL SERVICE PROVIDERS AND IDENTIFYING POTENTIAL SITES FOR SUCH INTERIM HOUSING SOLUTIONS; AND**
- (4) WAIVING THE REQUIREMENT TO CONDUCT REQUEST FOR PROPOSAL PROCESSES PURSUANT TO SECTION 2.20.140(b)(6) OF THE TRACY MUNICIPAL CODE;**

EXECUTIVE SUMMARY

The City of Tracy, like many cities across California, is experiencing a shelter crisis. Recent counts indicate that upwards of 124 residents are unsheltered in the City. On March 10, 2020, the City Council declared a shelter crisis through the adoption of Resolution 2020-052, and staff has been actively advancing efforts to address this shelter crisis in the intervening years. A significant effort being undertaken by the City is to build and operate the first Temporary Emergency Housing facility at 370 West Arbor Avenue (Facility). The new Facility will provide nightly shelter for approximately 68 residents and site work is underway.

While construction activities for the Facility are anticipated to take another 12-18 months, staff requests that the City Council adopt a resolution to reaffirm the ongoing shelter crisis and direct the City Manager to take all actions necessary to expedite interim solutions for emergency housing services. These actions may include identifying one or more sites for interim emergency housing or safe parking as well as qualified vendors for implementing and operating these additional facilities. Given the urgency of this crisis, staff requests Council to waive the request of proposals processes applicable to such professional service procurements, by finding that a direct negotiation with qualified vendors to address the shelter crisis is in the best interest of the City pursuant to Section 2.20.140(b)(6).

BACKGROUND

As noted above, on March 10, 2020, the City Council declared a shelter crisis through the adoption of Resolution 2020-052. On September 1, 2020, Council authorized the creation of a Capital Improvement Project (CIP) for the Temporary Emergency Housing Project on Arbor Avenue, CIP 71112 (Project), to create a safe and dignified facility for residents experiencing homelessness. Phase 1 of the project, which included demolition of an existing structure, installation of underground utilities and grading, began earlier this year and is anticipated to be completed within a month. Phase 2, which is to include the construction of above ground

structures, fencing and sidewalks was to begin this summer. Bids for Phase 2 construction were received and publicly opened in City Hall Conference Room 203, and online via video conference call at 2:00 p.m. on Wednesday, July 20, 2022. Only one bid was received, and the bid was deemed non-responsive because the required federal compliance forms were not included in the bid packet. The bid also significantly exceeded the engineers' estimate. Concurrently with this item, on August 16, 2022, staff will recommend that City Council, by resolution, reject the single bid received for the Temporary Emergency Housing Project on Arbor Avenue, Site Improvements Construction Package 2, CIP 71112, and authorize staff to re-advertise the project, with modifications as may be deemed necessary to achieve the best outcome.

In addition to construction of a facility, with the City taking on a new core service traditionally providing at the County-level, it was determined that using the services of a qualified and experienced shelter services provider would be prudent. To that end, on May 5, 2022, the City released an request for proposal (RFP) for an operator to manage and operate the Facility. A voluntary informational meeting was held on May 25, 2022, to allow potential proposers an opportunity to ask questions prior to the submittal deadline. The City received a total of three (3) proposals by the May 31, 2022, deadline. Concurrently with this item, on August 16, 2022, based on the comprehensive RFP and review of all bids by both the Review Panel and Interview Panel, staff is recommending that the City Council select the City's operator for the Temporary Emergency Housing Facility as Inner City Action. This RFP was specific to the Temporary Emergency Housing Facility on 370 West Arbor Avenue. However, as mentioned, while site work for the Facility is underway, the construction project itself must be re-advertised, which could result in a gap in services until the Facility is constructed and opened.

DISCUSSION

Given the complexity and magnitude of the homelessness crisis, further exacerbated by the COVID-19 pandemic, and the limited supply of affordable permanent housing options in the City and throughout San Joaquin County, there is a significant and immediate need for interim housing solutions in the City, including emergency housing, potentially safe parking and other suitable options to protect the safety, security and health of all Tracy residents. Concerns about the public health, safety and welfare of unsheltered individuals grows as the months progress without options to shelter the unhoused.

The City's desires to provide interim solutions immediately, rather than waiting for the completion and opening of the Facility. When the Facility is fully operational, the City may reevaluate whether to continue these interim solutions or consolidate them into the Facility operations.

As mentioned, the delay in implementing housing solutions for the unsheltered in the City threatens the safety and health of the unsheltered as well as other residents in the City. To expeditiously advance immediate actions to implement interim housing solutions, staff requests Council to waive the request of proposals processes applicable to such professional service procurements, by finding that a direct negotiation with qualified vendors to address the shelter crisis is in the best interest of the City pursuant to Section 2.20.140(b)(6).

STRATEGIC PLAN

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

FISCAL IMPACT

The City's General Fund budget includes funding for an operator to manage and operate an emergency housing facility. The Temporary Emergency Housing Facility currently underway at 370 West Arbor Avenue is not anticipated to be operational for another 12-18 months. In the interim, prior to the opening of the Facility, this budget for a facility operator is available for interim housing solutions.

RECOMMENDATION

Staff request that the City Council adopt a Resolution

1. Reaffirming the declaration made by Resolution 2020-052 of a shelter crisis in the City of Tracy;
2. Making findings that a significant number of persons are without shelter, and such situation has resulted in a threat to the health and safety of those persons;
3. Directing the City Manager to take immediate and emergency actions necessary to implement interim housing solutions for Tracy's unsheltered until the completion and opening of the Temporary Emergency Housing Facility planned at 370 West Arbor Road, including negotiating with potential service providers and identifying potential sites for such interim housing solutions; and
4. Waiving the requirement to conduct request for proposal processes pursuant to section 2.20.140(b)(6) of the Tracy Municipal Code;

Prepared by: Karin Schnaider, Assistant City Manager

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

TRACY CITY COUNCIL

RESOLUTION NO. _____

- (1) REAFFIRMING THE DECLARATION MADE BY RESOLUTION 2020-052 OF A SHELTER CRISIS IN THE CITY OF TRACY;**
- (2) MAKING FINDINGS THAT A SIGNIFICANT NUMBER OF PERSONS ARE WITHOUT SHELTER, AND SUCH SITUATION HAS RESULTED IN A THREAT TO THE HEALTH AND SAFETY OF THOSE PERSONS;**
- (3) DIRECTING THE CITY MANAGER TO TAKE IMMEDIATE AND EMERGENCY ACTIONS NECESSARY TO IMPLEMENT INTERIM HOUSING SOLUTIONS FOR TRACY'S UNSHELTERED UNTIL THE COMPLETION AND OPENING OF THE TEMPORARY EMERGENCY HOUSING FACILITY PLANNED AT 370 WEST ARBOR ROAD, INCLUDING NEGOTIATING WITH POTENTIAL SERVICE PROVIDERS AND IDENTIFYING POTENTIAL SITES FOR SUCH INTERIM HOUSING SOLUTIONS; AND**
- (4) WAIVING THE REQUIREMENT TO CONDUCT REQUEST FOR PROPOSAL PROCESSES PURSUANT TO SECTION 2.20.140(b)(6) OF THE TRACY MUNICIPAL CODE;**

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

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

WHEREAS, Under the Shelter Crisis, the City is authorized to provide emergency housing, shelters, bridge housing communities and other services to the homeless; and

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

WHEREAS, site work for the Facility is underway, and the City solicited bids for the Project; and

WHEREAS, only one bid was received (from Gowan Construction, Inc), and the bid was deemed non-responsive because the required federal compliance forms were not included in the bid packet and the bid also significantly exceeded the engineers' estimate; and

WHEREAS, concurrently with this item, on August 16, 2022, staff is recommending that City Council, by resolution, reject the bid from Gowan Construction, Inc., for the Project, and authorize staff to re-advertise the Project, with modifications as deemed necessary; and

WHEREAS, also concurrently with this item, on August 16, 2022, based on the comprehensive request for proposal (RFP) specific to the Facility and review of all bids by both the Review Panel and Interview Panel, staff is recommending that the City Council select the City's operator for the future Facility as Inner City Action; and

WHEREAS, the continued shelter crisis is resulting in a threat to the safety and health of the unsheltered as well as other residents in the City; and

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

WHEREAS, the solutions may include various interim housing solutions, including safe parking and other suitable options; and

WHEREAS, the solutions will require vendors to implement and operate the interim solutions; and

WHEREAS, under Tracy Municipal Code Section 2.20.140(b)(6), the City Council may dispense with a request for proposal for procurement of services if it is deemed in the best interest of the City; and now, therefore, be it

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

RESOLVED: That the City Council hereby reaffirms the declaration made by Resolution 2020-052 of a shelter crisis in the City of Tracy; and be it further

RESOLVED: That the City Council hereby finds that a significant number of persons are without shelter, and such situation has resulted in a threat to the health and safety of those persons; and be it further

RESOLVED: That the city council hereby directs the city manager to take immediate and emergency actions necessary to implement interim housing solutions for Tracy's unsheltered until the completion and opening of the Temporary Emergency Housing planned at 370 W Arbor Avenue including negotiating with potential service providers and identifying potential sites for such interim housing solutions; and be it further

RESOLVED: That the City Council hereby waives the requirement to conduct request for proposal processes pursuant to Section 2.20.140(b)(6) of the Tracy Municipal Code; and be it further

RESOLVED: That the City Council hereby finds and determines, after independent review and consideration, as supported by substantial evidence in the record and for the reasons set forth in this Resolution, and, each as a separate and independent basis, that the actions authorized by this Ordinance are exempt from additional review and analysis under the California Environmental Quality Act (“CEQA”) and the CEQA Guidelines (Cal. Code Regs., title 14, section 15000 et seq.) under CEQA Guidelines Section 15303 (New Construction of Conversion of Small Structures), Section 15304 (Minor Alterations to Land), Section 15311 (Accessory Structures), Section 15332 (In Fill Development Projects), and/or under the statutory CEQA exemption embodied in Government Code section 8698.4(a)(4). Each of the foregoing provides a separate and independent basis for CEQA compliance and, when viewed collectively, provides an overall basis for CEQA compliance.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on August 16, 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.E

REQUEST

ADOPT A RESOLUTION (1) AWARDING A PUBLIC WORKS CONTRACT TO TRACY GRADING AND PAVING, INC. FOR THE EL PESCADERO PARK SOUND WALL EXTENSION PROJECT CIP 71116, WITH A NOT TO EXCEED AMOUNT OF \$543,080; (2) AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO \$44,840; AND (3) AUTHORIZING A BUDGET AUGMENTATION IN THE AMOUNT OF \$372,000 FROM GENERAL FUND-CAPITAL RESERVES TO CIP 71116

EXECUTIVE SUMMARY

Staff requests that City Council award a public works contract to Tracy Grading and Paving, Inc. for the El Pescadero Park Sound Wall Extension Project, CIP 71116. The project includes a 307 linear foot extension of a concrete masonry unit (CMU) wall, including foundation, temporary construction fencing, tree protection measures, and other work required. Awarding this contract will require a budget augmentation in the amount of \$372,000 to fully fund the project, as bids came in higher than the current budget likely due to rising costs of construction.

DISCUSSION

On December 21, 2021, Council requested that the City Manager provide an opportunity to fund the extension of an existing CMU wall along the western property line of El Pescadero Park. The Project was approved by City Council on March 1, 2022, with an approved budget of \$200,000.

This project will extend an existing CMU wall along the western property line of El Pescadero Park up to Kavanagh Avenue. Due to ongoing vandalism and arson along this edge of the park, this new CMU wall would provide a more robust wall solution than the existing wood fences that exist on the private residential properties. The 307 linear foot extension of the CMU wall along the western property line of the park will provide a long-term solution to the ongoing issues affecting maintenance staff, public safety personnel, and private property owners. The wall will match the existing wall providing a substantially improved aesthetic for park goers as well as for the private property owners adjacent to the park. The project scope includes: a 307 linear foot extension of a concrete masonry unit (CMU) wall, including foundation, temporary construction fencing, tree protection measures, and other work required.

The project plans and specifications were completed in house by Engineering staff and the project was advertised for competitive bids on July 8, 2022, and July 15, 2022. A total of two (2) bids were received and publicly opened at 2:00 pm on August 1, 2022, with the following results:

	Contractor	Total Base Bid
1	Tracy Grading and Paving, Inc.	\$448,400.00
2	Gowan Construction Inc.	\$631,771.77

Bid analysis indicates that the lowest monetary bid is responsive and the bidder, Tracy Grading and Paving Inc., of Tracy, California, is responsible. The bidder has the appropriate contractor's license in active standing with the State of California and has

completed similar projects within the City of Tracy.

The total estimated cost of this project, if awarded to the lowest bidder, is as follows:

Construction Bid	\$448,400
Construction Management (10%)	\$44,840
Design Support During Construction	\$5,000
Contingency @ 10%	\$44,840
Total Project Cost	\$543,080

Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount approved by Council. City staff recommends the contingency amount for this project to be \$44,840, which is 10% of the construction contract cost.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Public Safety and Quality of Life Strategic Priorities.

FISCAL IMPACT

The current available funding in this project (CIP 71116) is \$172,000. However, the bids came in significantly higher than the project budget. Therefore, an augmentation is needed in the amount of \$372,000 from General Fund Capital Fund 301 to fund the project.

RECOMMENDATION

Staff recommends that the City Council adopt a resolution (1) awarding a public works contract to Tracy Grading and Paving, Inc. in the amount of \$448,400 for the El Pescadero Park Sound Wall Extension Project CIP 71116, with a not to exceed amount of \$543,080; (2) authorizing the City Manager to approve change orders up to \$44,840; and (3) authorizing a budget augmentation in the amount of \$372,000 from General Fund Capital Fund 301 to CIP 71116.

Prepared by: Richard Joaquin, Parks Planning & Development Manager

Reviewed by: Brian MacDonald, Parks and Recreation Director
Karin Schnaider, Assistant City Manager

Approved by: Michael Rogers, City Manager

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

(1) AWARDING A PUBLIC WORKS CONTRACT TO TRACY GRADING AND PAVING, INC. FOR THE EL PESCADERO PARK SOUND WALL EXTENSION PROJECT CIP 71116, WITH A NOT TO EXCEED AMOUNT OF \$543,080; (2) AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO \$44,840; AND (3) AUTHORIZING A BUDGET AUGMENTATION IN THE AMOUNT OF \$372,000 FROM GENERAL FUND-CAPITAL RESERVES TO CIP 71116

WHEREAS, on December 21, 2021, the City Council discussed an opportunity to fund the extension of an existing concrete masonry unit located along the western property line of El Pescadero Park; and

WHEREAS, on March 1, 2022, the City Council approved the El Pescadero Park Sound Wall Extension Project CIP 71116 ("Project"), with a budget of \$200,000; and

WHEREAS, the Project includes a 307 linear foot extension of a concrete masonry unit wall including foundation, temporary construction fencing, tree protection measures, and other required work; and

WHEREAS, the Project was advertised for competitive bids on July 8, 2022, and July 15, 2022, and a total of two (2) bids were received and publicly opened on August 1, 2022; and

WHEREAS, Tracy Paving and Grading, Inc. was the lowest responsive monetary bidder, with a total cost of \$543,080 for the Project; and

WHEREAS, the Project has current available funding of \$172,000, and a budget augmentation is needed in the amount of \$372,000 from General Fund-Capital reserves (fund 301) to fund the Project; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby awards the public works project to Tracy Grading and Paving, Inc. for the El Pescadero Park Sound Wall Extension Project CIP 71116, with a not to exceed amount of \$543,080; and be it

FURTHER RESOLVED: That the City Council authorizes the City Manager to approve change orders up to \$44,840; and be it

FURTHER RESOLVED: That the City Council authorize a budget augmentation in the amount of \$372,000 from General Fund-Capital reserves (fund 301) to CIP 71116.

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on August 16, 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.F

RECOMMENDATION

ADOPT A RESOLUTION DESIGNATING A VOTING DELEGATE AND UP TO TWO ALTERNATE VOTING DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES 2022 ANNUAL CONFERENCE BUSINESS MEETING AND DETERMINE CITY COUNCIL'S POSITION ON THE RESOLUTIONS TO BE CONSIDERED AT THE ANNUAL CONFERENCE BUSINESS MEETING

EXECUTIVE SUMMARY

Staff requests that Council designate a voting delegate and up to two alternate voting delegates for the upcoming League of California Cities Annual Conference Business Meeting and determine their position on the attached resolution.

DISCUSSION

The League of California Cities Annual Conference is scheduled for Wednesday, September 7 through Friday, September 9, 2022. The League of California Cities advocates on issues that matter to California's 482 towns and cities. Their advocacy teams work with regional field staff and lawmakers to sponsor, draft, and support legislative and regulatory measures that promote local decision making and lobby against policy that erodes local control. Cal Cities takes positions on hundreds of bills annually. With over 400 city officials serving on its seven policy committees, cities directly influence the direction of Cal Cities overall advocacy efforts.

An important part of the Annual Conference is the League of California Cities Annual Business Meeting held on Friday, September 9, 2022. At this meeting, Cal Cities membership considers and takes action on resolutions that establish Cal Cities policy. In order to expedite the conduct of business at this policy-making meeting, each City Council is required to designate a voting delegate and up to two alternates who will be registered at the conference and present virtually at the Annual Business Meeting. A voting card will be given to the City official designated on the Voting Delegate Form. The League of California Cities has requested to receive the names of the delegates by Friday, September 2, 2022.

Annual Conference Resolutions

Cal Cities' annual conference resolutions process is one way that city officials can directly participate in the development of Cal Cities policy. The deadline to submit resolutions was July 9. This year, the League of California Cities did not receive resolutions to be considered at the Annual Conference, however there will be an amendment to Cal Cities bylaws to be considered and voted on during the business meeting.

A petitioned resolution can still be submitted during the Annual Conference and would need to be considered and voted on during the business meeting.

STRATEGIC PLAN

This agenda item supports Governance Strategic Goal 1: Model Good Governance, Teamwork, and Transparency.

FISCAL IMPACT

The City Council and staff travel expenses are included in the FY 2022-23 Operating Budget. There are no other fiscal impacts related to this staff report; however, a petitioned resolution can still be submitted during the annual conference.

RECOMMENDATION

It is recommended that the Council designate, by resolution, a voting delegate and up to two alternate voting delegates for the League of California Cities 2022 Annual Conference Business Meeting and determine their position on the attached resolution.

Prepared by: Karin Schnaider, Assistant City Manager
Adrienne Richardson, City Clerk

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

ATTACHMENTS

A: 2022 (Annual Conference) Voting Delegate Packet



Council Action Advised by August 31, 2022

DATE: June 1, 2022

TO: City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 7-9, 2022

Cal Cities 2022 Annual Conference & Expo is scheduled for September 7-9, 2022 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 9. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Friday, September 2. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by June 1 on the [Cal Cities](#) website. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.



- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, September 7, 8:00 a.m. – 6:00 p.m.; Thursday, September 8, 7:00 a.m. – 4:00 p.m.; and Friday, September 9, 7:30 a.m.–12:30 p.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Friday, September 2. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2022 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email _____

Mayor or City Clerk _____ Date _____ Phone _____
(circle one) (signature)

Please complete and return by Friday, September 2, 2022 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@calcities.org; Phone: (916) 658-8254

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

DESIGNATING A VOTING DELEGATE AND UP TO TWO ALTERNATE VOTING DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES 2022 ANNUAL CONFERENCE BUSINESS MEETING AND DETERMINE CITY COUNCIL'S POSITION ON THE RESOLUTIONS TO BE CONSIDERED AT THE ANNUAL CONFERENCE BUSINESS MEETING

WHEREAS, The League of California Cities Annual Conference is scheduled for September 7, through September 9, 2022; and

WHEREAS, An important part of the Annual Conference is the League of California Cities Annual Business Meeting held on Friday, September 9, 2022. At this meeting, the League membership considers and takes action on resolutions that establish League policy; and

WHEREAS, In order to expedite the conduct of business at this policy-making meeting, each City Council is required to designate a voting delegate and up to two alternates who will be registered at the conference and present virtually at the Annual Business Meeting; now, therefore, be it

RESOLVED: That City Council hereby designates _____ as the voting delegate and _____ and _____ as the alternate voting delegates for the League of California Cities 2022 Annual Conference Business Meeting.

* * * * *

The foregoing Resolution 2022-_____ was adopted by the Tracy City Council on August 16, 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

August 16, 2022

AGENDA ITEM 3.G

REQUEST

APPROVE BY MOTION OUT-OF-STATE TRAVEL FOR CITY COUNCIL MEMBERS TO MIAMI, FLORIDA FOR 2022 RAIL VOLUTION CONFERENCE PURSUANT TO CITY COUNCIL TRAVEL POLICY

EXECUTIVE SUMMARY

On July 5, 2022, Mayor Pro-Tem Vargas requested an agenda item to discuss attending the Rail Volution conference for training of the City Council and staff. The item was seconded by Council Member Davis. Per the City Council travel policy, “expenses for international and out-of-state travel, other than the annual ‘One-Voice’ trip to Washington D.C. coordinated through the San Joaquin County Council of Governments, require(s) prior City Council approval.” The Rail Volution Conference will be held in Miami, Florida.

DISCUSSION

On July 5, 2022, Mayor Pro-Tem Vargas requested an agenda item to discuss attending the Rail Volution conference for training of the City Council and staff. The item was seconded by Council Member Davis.

“The annual Rail~Volution conference focuses on the interplay of transit, connected mobility options, land use and development in building great places to live. The range of topics includes policy, planning, community engagement, design, engineering, financing and operations. Their focus encompasses the whole community built around transit and the implications for health, safety, equity, sustainability, access to opportunity and overall quality of life for all residents.” The conference is being held out-of-state in Miami, Florida on the dates of October 30 through November 2, 2022. The City has a regular scheduled meeting on Tuesday, November 1, 2022.

Per the City Council Travel policy, the City Council must approve by motion any out-of-state travel for City Council members.

STRATEGIC PLAN

This item is a routine operational item and does not relate to any of the Council’s Strategic Plans.

FISCAL IMPACT

The annual appropriation for Council conference fee, travel, meals and lodging is \$3,200 per person. There are sufficient funds for this request.

RECOMMENDATION

That the City Council approve by motion out-of-state travel for City Council to Miami, Florida for the 2022 Rail Volution Conference pursuant to the City Council Travel Policy.

Prepared by: Karin Schnaider, Assistant City Manager

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

AGENDA ITEM 3.H

REQUEST

APPOINT RENU MILES TO THE SAN JOAQUIN COUNTY MOSQUITO ABATEMENT DISTRICT BOARD TO SERVE THE REMAINDER OF THE VACATED TERM BEGINNING AUGUST 17, 2022 AND ENDING JUNE 30, 2024

EXECUTIVE SUMMARY

The City of Tracy representative seat on the San Joaquin County Mosquito Abatement District is currently vacant. A recruitment was conducted, and an appointment needs to be made to fill this position.

DISCUSSION

The City Clerk's office was notified on April 8, 2022 that the City of Tracy representative on the San Joaquin County Mosquito Abatement District had resigned, and their last day would be April 22, 2022. To fill the remainder of the vacated term ending June 30, 2024, the City Clerk's office conducted a recruitment beginning on April 18, 2022 and after two additional extensions, it ended on June 13, 2022 during which time one application was received.

On August 2, 2022, a Council subcommittee consisting of Mayor Young and Council Member Davis, interviewed one applicant for the San Joaquin County Mosquito Abatement District Board. In accordance with Resolution No. 2021-200, the Council subcommittee will recommend a candidate for appointment to the San Joaquin County Mosquito Abatement District Board to Council.

STRATEGIC PLAN

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

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

That Council, by motion, approve the subcommittee's recommendation and appoint Renu Miles to the San Joaquin County Mosquito Abatement District Board to serve the remainder of the vacated term beginning August 17, 2022, and ending June 30, 2024.

Prepared by: Necy Lopez, Deputy City Clerk

Reviewed by: Adrienne Richardson, City Clerk

Midori Lichtwardt, Assistant City Manager

Approved by: Michael Rogers, City Manager

Attachment A: Resolution 2021-200

RESOLUTION 2021-200

ADOPTING A COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO CITY ADVISORY BODIES AND REPEALING RESOLUTION NO. 2021-131

WHEREAS, On September 7, 2021, the Tracy City Council adopted Resolution 2021-131 establishing a policy for the selection process for appointments to City advisory Bodies and repealing Resolution 2020-009;

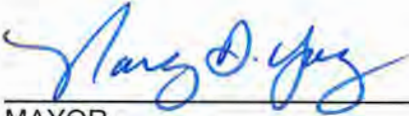
WHEREAS, The current policy states that Council shall appoint two Council Members to serve on a subcommittee to review applications, interview applicants and recommend a candidate for appointment to the board, commission or committee, and

WHEREAS, Council wishes to amend the language of Section 2 (D)(1) to state that Council shall appoint two members *and an alternate* to serve on a subcommittee to review applications, interview applicants and recommend a candidate for appointment to the board, commission or committee.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Tracy hereby adopts the Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies, attached as Exhibit A, and thereby repeals and supersedes Resolution No. 2021-131.

The foregoing Resolution 2021-200 was passed and adopted by the Tracy City Council on the 21st day of December, 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

**COUNCIL POLICY ESTABLISHING A SELECTION PROCESS FOR APPOINTMENTS TO
CITY ADVISORY BODIES
(Exhibit "A" to Resolution No. 2021-200)**

SECTION 1: PURPOSE

To establish a selection process for appointments to City advisory bodies including defining residency requirements, in accordance with Government Code sections 54970 et seq.

SECTION 2: SELECTION PROCESS FOR APPOINTEE BODIES

- A. On or before December 31st of each year, the City Clerk shall prepare an appointment list of all regular and ongoing boards, commissions and committees that are appointed by the City Council of the City of Tracy. The list shall contain the following information:
1. A list of all appointee terms which will expire during the next calendar year, with the name of the incumbent appointee, the date of the appointment, the date the term expires and the necessary qualifications for the position.
 2. A list of all boards, commissions and committees whose members serve at the pleasure of the Council and the necessary qualifications of each position.
 3. The list of appointments shall be made available to the public for a reasonable fee that shall not exceed actual cost of production. The Tracy Public Library shall receive a copy of the list.
- B. Whenever a vacancy occurs in any board, commission or committee, whether due to expiration of an appointee's term, resignation, death, termination or other causes, a special notice shall be posted in the office of the City Clerk, The Tracy Public Library, the City website, and in other places as directed within twenty (20) days after the vacancy occurs. Final appointment to the board, commission or committee shall not be made by the City Council for at least ten (10) working days after the posting of the notice in the Clerk's office. If Council finds an emergency exists, the Council may fill the unscheduled vacancy immediately.
- C. Appointments shall be made for the remainder of the term created by the vacancy except as follows:
1. If appointee will fill an un-expired term with six months or less remaining, the appointment shall be deemed to be for the new term.
 2. If the vacancy is filled by an emergency appointment the appointee shall serve only on an acting basis until the final appointment is made pursuant to section 2.
- D. The Council shall use the following selection process to provide an equal opportunity for appointment to a board, commission or committee:

1. Council shall appoint two Council members and an alternate to serve on a subcommittee to review applications, interview applicants and recommend a candidate for appointment to the board, commission or committee.
 2. If the Council subcommittee determines there are multiple qualified candidates, the subcommittee may recommend the Council establish an eligibility list that will be used to fill vacancies that occur in the following twelve (12) months.
 3. At the Council subcommittee's discretion, the chair (or designee) of the board, committee or commission for which a member will be appointed, can participate in the interviews.
- E. An individual already serving on a City of Tracy board, committee or commission may not be appointed to serve on an additional City of Tracy board, committee, or commission concurrently.

SECTION 3: DEFINITION OF RESIDENCY REQUIREMENTS

- A. The following definitions shall be used to determine whether residency requirements are met for boards and commissions to which the Tracy City Council appoints members:
1. Tracy Planning Area means the geographical area defined in the City of Tracy General Plan and any amendments thereto.
 2. City of Tracy means within the city limits of the City of Tracy.
 3. Citizen means a resident of the City of Tracy.
 4. Tracy School District means the geographical area served by the Tracy Unified School District.
 5. Sphere of Influence shall be the geographical area approved by the Local Agency Formation Commission (LAFCo) of San Joaquin County and any amendments thereto.
- B. Residency, as defined above and as set forth in the applicable bylaws for each board or commission, shall be verified annually by the City Clerk. The residency must be verifiable by any of the following means:
1. Voter registration,
 2. Current California Driver's License or Identification,
 3. Utility bill information (phone, water, cable, etc.),
 4. Federal or State tax returns.

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