

TRACY HOMELESSNESS ADVISORY COMMITTEE REGULAR MEETING AGENDA

Thursday, February 15, 2024, 7:00 P.M.

Tracy City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

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

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

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

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

Remote Public Comment:

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

- *Comments via:*
 - **Online by visiting** <https://cityoftracyevents.webex.com> and using the following **Event Number: 2553 762 5855** and **Event Password: THAC**
 - ***If you would like to participate in the public comment anonymously***, you may submit your comment in WebEx by typing "Anonymous" when prompted to provide a First and Last Name and inserting Anonymous@example.com when prompted to provide an email address.
 - ***Join by phone by dialing +1-408-418-9388, enter 25537625855#8422# Press *3 to raise the hand icon to speak on an item.***

- *Protocols for commenting via WebEx:*
 - *If you wish to comment on the "Consent Calendar", "Items from the Audience/Public Comment" or "Regular Agenda" portions of the agenda:*
 - *Listen for the Chairperson to open that portion of the agenda for discussion, then raise your hand to speak by clicking on the Hand icon on the Participants panel to the right of your screen.*
 - *If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.*

- *Comments for the “Consent Calendar” “Items from the Agenda/Public Comment” or “Regular Agenda” portions of the agenda will be accepted until the public comment for that item is closed.*

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

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

CALL TO ORDER
ROLL CALL

1. CONSENT CALENDAR
2. ITEMS FROM THE AUDIENCE - *In accordance with Council Meeting Protocols and Rules of Procedure, adopted by Resolution 2019-240, a five-minute maximum time limit per speaker will apply to all individuals speaking during “Items from the Audience/Public Comment”. For non-agendized items, Advisory Committee members may briefly respond to statements made or questions posed by individuals during public comment; ask questions for clarification; direct the individual to the appropriate staff member; or request that the matter be placed on a future agenda or that staff provide additional information to the Tracy Homelessness Advisory Committee.*
3. REGULAR AGENDA
 - 3.A The Tracy Homelessness Advisory Committee receive an informational update regarding homeless services and the Temporary Emergency Housing Facility project.
 - 3.B The Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution approving Amendment No. 1 to the General Services Agreement with B.I.C. Sec Security, Inc. for installation of the Phase IV Custom Container Fire Alarm System at the Temporary Emergency Housing Facility, CIP 71112, at 370 Arbor Avenue, to amend the scope of work and increase the total compensation by \$7,491.24 for a total Not-To-Exceed amount of \$66,787.58.
4. STAFF ITEMS
5. COMMITTEE ITEMS
6. ADJOURNMENT

Posting Date: February 12, 2024

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

Agenda Item 3.A

RECOMMENDATION

Staff recommends the Tracy Homelessness Advisory Committee receive an informational update regarding homeless services and the Temporary Emergency Housing Facility project.

EXECUTIVE SUMMARY

This informational report provides an update on the City of Tracy's efforts to address the impacts of homelessness and quality of life issues in the community, including an update on the City's emergency interim shelter activities.

BACKGROUND AND LEGISLATIVE HISTORY

The 2022 San Joaquin Continuum of Care Point in Time (PIT) Count of Sheltered and Unsheltered Homeless reflects 124 unsheltered homeless individuals living within Tracy's city limits. Recognizing the importance of responding to quality-of-life issues, including the human services needs of the City's unsheltered population, the City has devoted significant resources toward addressing the impacts of homelessness within the community. Staff continues to coordinate efforts between various departments to conduct bi-weekly clean-ups of public spaces, foster partnerships with non-profit organizations to share information on services and programs with the unsheltered, secure grants to support homeless services, and continue with the construction activities of the Temporary Emergency Housing Facility. City staff has worked vigorously to balance the circumstances of the unsheltered, as well as the needs of the community.

Pursuant to Council's reaffirmation of the emergency shelter crisis in August of 2022, the City Manager authorized staff to identify permanent and emergency alternative housing options for the unsheltered population within the city limits. This effort not only focuses on the housing and support, but also to prepare the residents for self-sufficiency. As a result, the development of a "Campus Concept" emerged where temporary housing and Supportive Services would be provided to the unsheltered population.

ANALYSIS

Outreach Update

The City's homeless outreach efforts focus on our most vulnerable unsheltered populations who are experiencing homelessness. This includes, but is not limited to, transitional-aged youth (aged 18-24), veterans, the LGBTQ+ community, victims of

crime and those with behavioral health needs. The 2022 Tracy PIT data reflects two transitional-aged individuals, six veterans, and at least 30 unsheltered individuals with behavioral health issues counted. The Homeless Services Division has identified a need for additional supportive services within the system of care for our elderly and disabled population - most shelter guests are over the age of 54. We are working closely with our managed care plans to implement additional support services for this vulnerable population. The Homeless Services Manager works closely with the Hospital Council across both San Joaquin and Stanislaus Counties through focus and work groups targeting more support and awareness to our growing sub population of elderly and disabled unsheltered residents.

Encampment Outreach Activities

Weekly checks of former encampment sites located on Union Pacific (railroad) and Caltrans properties, as well as parks, city property and private property are conducted on an ongoing basis and several encampments have been cleared over the last few months. This included the complete park transition of El Pescadero Park once the additional units were made available at the shelter site. On December 21, 2023 the Arbor Avenue shelter site opened up an additional 38 units bringing the bed count to 86 at the Arbor Avenue site.

The Familiar Faces team continues to assist with shelter intake, transportation, organizing, and networking with non-profit and faith-based providers to identify gaps and solutions for the unique challenges faced by those experiencing homelessness in our community. Police patrol teams continue to work collaboratively on how to best utilize the Familiar Faces team when out on patrol.

City Contract Updates

As of October 31, 2023 both, City Net and Tracy Community Connections Center contracts for shelter service providers have ended.

Tracy Community Connections Center Activities:

- 117 Clients were reported in HMIS for pre shelter and intake services for the duration of the contract, 11/1/2022-10/31/2023

Tracy Community Connections Center reported supporting a total of 190 individuals through their Navigation Center for their pre shelter intake and referral services during the duration of their contract. However, HMIS reported 124 clients served. 7 of these clients were duplicated. This was a data entry issue and it is being corrected to reflect the 190 total.

City Net Shelter Operations

- 132 Clients were reported in HMIS for shelter intakes for the duration of the contract, 11/1/2022-10/31/2023.

City Net reported having supported 137 unique individuals at the Temporary Emergency Housing Campus since November 1, 2022. However, HMIS reports a total of 132 unique individuals served. 24 of these clients were duplicated. They provided ongoing case management support to all shelter residents. 16 individuals were exited from the shelter to another housing destination (“positive exits”).

Shelter Operations Update

The Salvation Army (TSA) began their shelter operations of the Temporary Emergency Housing Facility on November 1, 2023. They successfully transitioned overseeing the 48 beds in the modular units. TSA brought with them a food canteen to support the shelter site with hot meals, Loads of Hope for onsite Laundry Services and other community resources are also being built into the program. Some of these include Behavioral Health, Community Medical Services, In Home Supportive Services and other groups to enhance supportive services for the shelter residents. On December 21, 2023, the City onboarded the additional 38 units housed in the Custom Container units which brought the shelter site bed capacity to 86. The shelter continues to train case managers and additional staff to meet the needs of the shelter residents. The City’s Homeless Services Division works very closely with the shelter team to identify site needs and develop policies and procedures to better support and develop the program to meet the needs of the shelter population.

Based on the Homeless Management Information System report, for the first three months of shelter operations, 92 people have been served.

TRACER Fixed Route H Bus Service Activities:

- October 97 boardings with an average of 3.73 passengers per day
- November 64 boardings with an average of 2.56 passengers per day
- December 51 boardings with an average of 2.56 passengers per day

Temporary Emergency Housing Facility Design Update

The final draft Phase II bid documents, plans, and contract specifications are being finalized so the project can be advertised as soon as the required National Environmental Policy Act (NEPA) process is complete. The draft package was transmitted for review to Roebbelen, our new Construction Management team, who have been awarded an agreement for construction management services. Roebbelen’s input will be considered for inclusion in the final bid documents.

Administrative Office Space

During the design phase of the TEHF project, administrative office space that exceeded the office space available in the primary site structure was added to accommodate City Homeless Services Department staff and outside service providers who would need space to meet with TEHF residents on site. A new modular office building was included in the initial project construction documents, and the price bid to furnish and install the building was nearly \$700,000. Recently, design staff learned that Boyd Service Center

has several modular structures on site that had been declared surplus property. There is a 24' wide by 60' long modular building at Boyd that can be included in the design of the TEHF project.

The modular office structure is 1,440 square feet and contains two ADA-sized restrooms, a 170-square-foot conference room, five offices, a 192-square-foot reception area, and an area that was formerly a kitchenette. Operations reports that the building roof is in good condition and the HVAC units are in working order. The interior of the structure needs new flooring, and modifications are needed for the suspended ceiling and restrooms to meet current codes for accessibility. The data & communications system probably needs to be upgraded, but there are data ports in all of the rooms. The exterior envelope needs some refreshing and minor repairs. A prefabricated accessible ramp and stairs will also be required. The estimate for the work needed to refurbish the modular office building is \$250,000, and relocation costs would be about \$20,000. Refurbishing this existing City-owned structure would be a significant savings over the cost of a new modular building and would provide the additional critical office space.

Current Construction Activity

Phase II: The Phase II Site Improvements that include the sprung structure and the build out of all the site improvements will be advertised for bid as soon as the NEPA process is completed, and the federal funds are officially released for use by HUD.

If the NEPA process proceeds as expected, the required documentation from HUD should be received near the end of January. The construction bid documents will be ready for advertisement as soon as the NEPA process is complete. Currently the project architect and staff are preparing a draft set of bid documents for Roebbelen, the construction management consultant to review and provide comments on.

Other Construction Items in Progress:

- Phase III & IV Permanent Power Installation: Early September, 2024
 - Phase II: Mid-October, 2024
- Lift Station: End of July, 2024
 - Not operational until power supply installation complete.

Additional Homeless Services Updates

The City of Tracy is working closely with The San Joaquin County Continuum of Care (CoC) as the Co-Chair. Currently the CoC is working with multiple regional city and county partners to draft the Homeless, Housing, Assistance and Prevention (HHAP Round 5) Regional Plan to receive the 16 Million dollars that has been allocated to our County. We are currently in the process of conducting this year's Point in Time Count.

FISCAL IMPACT

This update is provided as informational. The City funds Homeless Services through the General Fund and various grants.

STRATEGIC PLAN

This item supports the following City Council Fiscal Year 2023-25 Strategic Priorities:

Public Safety Goal #3, Objective 2: Address blight through partnerships with Code Enforcement, the Familiar Faces Program, and the Homeless Services Division

Quality of Life Goal #5: Continue to implement the Council-Adopted

Homelessness Strategic Plan:

Goal 1: Increase Housing Options in the City of Tracy

Goal 2: Increase Access to Coordinated Support Services for People Experiencing Homelessness

Goal 3: Develop Action Plans for Engaging with People Experiencing Homelessness

Goal 4: Enact Specific Strategies for Vulnerable Subpopulations Experiencing Homelessness

ACTION REQUESTED OF THE COMMITTEE

Staff recommends the Tracy Homelessness Advisory Committee receive an informational update regarding homeless services and the Temporary Emergency Housing Facility project.

ATTACHMENTS

Attachment A- Tracy Homelessness Advisory Committee Update PowerPoint

Prepared by: Virginia Carney, Homeless Services Manager

Approved by: Kimberly Murdaugh, Interim Assistant City Manager
Brian MacDonald, Interim Assistant City Manager



**3.A Informational Update: Homeless Services
and the
Temporary Emergency Housing Facility Project
(TEHF)**

February 15, 2024

OVERVIEW

- Shelter Operations – The Salvation Army
- Transportation – TRACER Bus Route H
- Temporary Emergency Housing Facility Design and Construction Updates
- Homeless Services Division Updates



Think Inside the Triangle™

SHELTER OPERATIONS

Volunteer Highlights

- Community volunteers are serving food, cleaning, leading paint and sketch classes, conducting bible studies, bringing in celebrate recovery groups and providing notary and legal support.
- All volunteers must be cleared and will need to complete a packet prior to being able to come on site
- Volunteer opportunities are based on shelter and client needs
- Please reach out to the shelter for more information.

Shelter Highlights

- Community Medical Centers and Behavioral Health Services are active at the site and continue to provide services to shelter guests
- City of Tracy Animal Services visit the shelter every Wednesday to provide care and support for shelter guests pets
- Laundry Services are provided onsite two (2) times a week
- Onsite food canteen provides hot meals



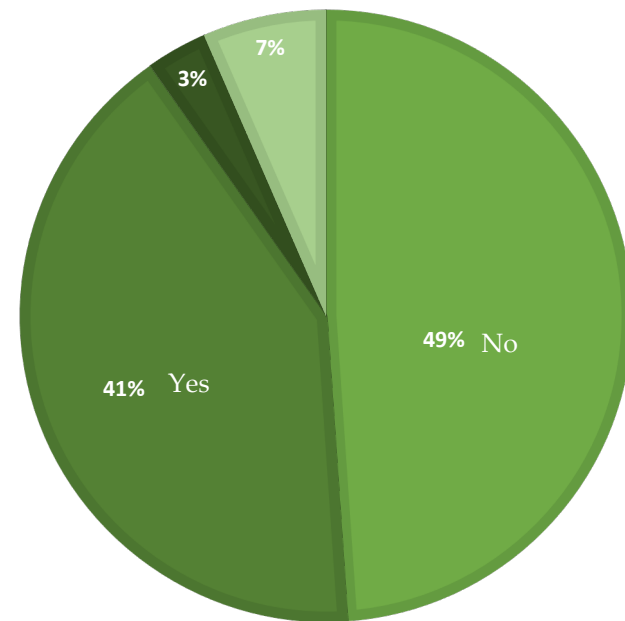
Think Inside the 'Triangle'

SHELTER OPERATIONS

- 92 Individuals* Served
- “Positive Exits” from the shelter:
 - 1- Family Reunification
 - 1- Housing
 - 2- Housing Disability Advocacy Program (HDAP)
 - 1- Whole Person Care
 - 1- Family Ties
 - 2- Adult Rehabilitation Center
- Individuals Successfully Connected with Supportive Services:
 - Social Security-9 clients
 - HDAP:
 - 3 Active Referrals
 - 2 Enrolled
 - Prevail- 2 Transitional Aged Youth residents working towards permanent housing
 - Insight Housing:
 - 1 Veteran Enrolled
 - 1 Active Referral

DISABLED ADULTS CHART

■ No ■ Yes ■ Client Doesn't know ■ No Answer



☐ 41% of Shelter Guests are Disabled

* Numbers and stats are reflective from data collected effective 11/1/2023-1/31/2024



Think Inside the 'Triangle'

TRANSPORTATION:

TRACER Bus Route H

Transportation Updates

October 2023:

- 97 boardings with an average of 3.73 passengers per day

November 2023:

- 64 boardings with an average of 2.56 passengers per day

December 2023:

- 51 boardings with an average of 2.04 passengers per day

Since November 2022 there have been a total of 848 boardings with an average of 2.27 passengers per day



TEMPORARY EMERGENCY HOUSING FACILITY (TEHF) CAMPUS CONCEPT



- Phase I: Site Preparation & Underground Utilities - Complete
- Phase II: Site Improvements & Sprung Structure – Re-bid of project (Tentative - Contingent on NEPA)
- Phase III: Modulares – 48 Beds in Operation
- Phase IV: Custom Containers – Eight Custom Container Dormitory Units in service as of December 21, Providing 38 Additional Low Barrier Shelter Beds

HOMELESS SERVICES DIVISION UPDATES

- New Shelter Operator began November 1st (The Salvation Army)
- Construction Management Services for Phase II – began in December (Site Improvements) Waiting on completion of NEPA
- Additional Temporary Showers and Restrooms for Phase IV Custom Containers arrived late December
- As of January 1, 2024 the City of Tray Homeless Services Manager has taken on the Co-Chair position for San Joaquin County Continuum of Care
- 2024 PIT Count Update
- Next Homelessness Advisory Committee Meeting: March 21th at 7:00 PM





Discussion



Agenda Item 3.B

RECOMMENDATION

Staff recommends that the Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution approving Amendment No. 1 to the General Services Agreement with B.I.C. Sec Security, Inc. for installation of the Phase IV Custom Container Fire Alarm System at the Temporary Emergency Housing Facility, CIP 71112, at 370 Arbor Avenue, to amend the scope of work and increase the total compensation by \$7,491.24 for a total Not-To-Exceed amount of \$66,787.58.

EXECUTIVE SUMMARY

An amendment to the General Services Agreement (Agreement) with B.I.C. Sec Security, Inc. (Contractor) is required to compensate the Contractor for additional work performed.

The Agreement for installation of the Phase IV Custom Container Fire Alarm System at the Temporary Emergency Housing Facility, CIP 71112, at 370 Arbor Avenue. The proposed amendment will: 1) modify the original scope of work to include installation of additional exterior rigid conduit and reimbursement for Fire permit coordination and fees, and 2) increase the Not-To-Exceed (NTE) amount by \$7,491.24, to \$66,787.58. The total compensation will include the amounts as set forth in Exhibits "B" and "B-1." Upon approval of this item, the City will pay the Contractor the amount stated in Exhibit B-1. At this time, Staff confirms the Contractor's work is complete, and does not anticipate requiring additional contract authority from City Council for this Contractor

The City secured a grant of \$1.2 Million dollars from Health Plan of San Joaquin for the costs of the custom containers and interim site expenses related to Phase III and Phase IV. In addition, the City has committed funding from American Rescue Plan Act (ARPA) for the operations costs at the Temporary Housing Emergency Shelter. There are sufficient remaining grant funds available for the revised not-to-exceed amounts for this proposed contract amendment.

BACKGROUND AND LEGISLATIVE HISTORY

On September 5, 2023, the City Council adopted Resolution No. 2023-179 approving an Agreement with B.I.C. Sec Security, Inc., for fire alarm and smoke alarm systems to be installed as part of the site improvements for the Phase IV Custom Containers at the Temporary Emergency Housing Facility, CIP 71112, at 370 Arbor Avenue.

The Contractor, B.I.C. Sec Security, Inc., currently provides all fire, smoke, and burglar alarm systems for City facilities and provides constant monitoring of those system, coordinating with Police and Fire dispatchers when required. The B.I.C. Sec Security, Inc. system is proprietary and City staff have been trained for routine maintenance and testing on the system.

ANALYSIS

An amendment to the Agreement is required to compensate the Contractor for additional work performed.

To expedite the completion of the fire sprinkler system installation, modifications were made to the sprinkler system design to be installed at the Temporary Emergency Housing Facility Phase IV- Custom Container Dorms, instead of at the custom container manufacturing facility. These fire sprinkler modifications impacted the design of the fire alarm system installation because the fire alarm system connects to and monitors some of the fire sprinkler system components. The change resulted in the need for installation of additional exterior rigid conduit that was not included in the original scope of work.

Due to the urgency of completing the work and opening the Temporary Emergency Housing Facility Phase IV housing units, the Contractor completed the additional work to provide an operational system by the City deadline. The Amendment compensates the Contractor for this additional work and for costs related to Fire permits and coordination of inspections. Upon approval of this item, the City will pay the Contractor the amount stated in Exhibit B-1.

FISCAL IMPACT

The City secured a grant of \$1.2 Million dollars from Health Plan of San Joaquin for the costs of the custom containers and interim site expenses related to Phase III and Phase IV. In addition, the City has committed funding from American Rescue Plan Act (ARPA) for the operations costs at the Temporary Housing Emergency Shelter. Per City Council’s approval of the \$1.2 Million dollar grant from Health Plan of San Joaquin, below is a breakdown of the funding allocation. Funding for the contract with B.I.C. Sec Security, Inc. is covered by the grant funds from Health Plan of San Joaquin.

The increase for the additional scope of work completed by the Contractor is \$7,491.34. The Amendment increases the total Not-To-Exceed amount of the Agreement to \$66,787.58. There are sufficient remaining grant funds available for the revised not-to-exceed amounts for this amendment.

Health Plan of San Joaquin Grant

| | |
|--|--------------------|
| Modulars (phase III first year) | \$120,000 |
| Custom Containers (phase IV) | \$716,320 |
| Operating (Supplies, Fuel) (phase III and IV first year) | \$363,680 |
| Total Health Plan of San Joaquin Grant Funding | \$1,200,000 |

CEQA DETERMINATION

Government Code section 8698.4 exempts the application of the California Environmental Quality Act (CEQA) to various actions taken by public agencies to implement the construction of a homeless shelter in response to a declared shelter crisis. In addition, the interim solutions taken thus far are in furtherance of and related to the permanent solution that will be implemented, referred to as the Temporary Emergency Housing Project on Arbor Avenue (CIP 71112). A Notice of Exemption was issued on October 16, 2020, for the Temporary Emergency Housing site at 500 Arbor Avenue in accordance with Government Code sections 65660-65662

for Low Barrier navigation Centers and Section 15269c) of the CEQA Guidelines (14 Cal. Code Regs. 15269(c) for (Emergency Projects). No environmental impacts beyond those already analyzed for the CIP exist; accordingly, no further CEQA analysis is needed.

STRATEGIC PLAN

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

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the Tracy Homelessness Advisory Committee recommend that the City Council adopt a Resolution approving Amendment No. 1 to the General Services Agreement with B.I.C. Sec Security, Inc. for installation of the Phase IV Custom Container Fire Alarm System at the Temporary Emergency Housing Facility, CIP 71112, at 370 Arbor Avenue, to amend the scope of work and increase the total compensation by \$7,491.24 for a total Not-To-Exceed amount of \$66,787.58.

ATTACHMENTS:

Attachment A – Amendment No. 1 B.I.C. Sec Security, Inc.
Attachment B – GSA B.I.C. Sec Security, Inc.

Prepared by: Ilene Macintire, Senior Civil Engineer

Reviewed by: Sara Cowell, Director of Finance
Bijal Patel, City Attorney
Kimberly Murdaugh, Interim Assistant City Manager

Approved by: Midori Lichtwardt, Interim City Manager

City of Tracy

AMENDMENT NO. 1 TO GENERAL SERVICES AGREEMENT WITH B.I.C. SEC SECURITY, INC., A CALIFORNIA CORPORATION, THE TEMPORARY EMERGENCY HOUSING FACILITY FIRE ALARM SYSTEM AND INSTALLATION, CIP 71112

This Amendment No. 1 (Amendment) to the General Services Agreement is entered into between the City of Tracy, a municipal corporation (City), and B.I.C. SEC Security, Inc. a California corporation (Contractor).

Recitals

- A. The City and Contractor entered into a General Services Agreement (Agreement) for the Temporary Emergency Housing Facility Fire Alarm System and Installation, which was approved by the City Council on September 5, 2023, under Resolution No. 2023-179.
- B. The scope of work addressed installation of the Fire Alarm System for the Phase IV Custom Containers.
- C. Modifications to the design of the fire sprinkler system, installed by others, resulted in the need for modifications to the original fire alarm system design and installation of additional exterior rigid conduit that was not included in the original scope of work. Due to the urgency of completing the work and opening the Temporary Emergency Housing Facility Phase IV housing units, the Contractor completed the additional work to provide an operational system by the City deadline.
- D. The City and Contractor now seek to amend the Agreement to include the additional services in the amount of \$6,787.58.

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 1 is hereby amended to read as follows:

“1. **Scope of Work.** Contractor shall perform the services described in Exhibit “A” and “A-1” attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Contractor’s Authorized Representative: B.I.C.SEC Security, Inc. Contractor shall not replace its Authorized Representative, nor shall Contractor use or replace any subcontractors or subconsultants, without City’s prior written consent. A failure to obtain the City’s prior written consent for any change or replacement in personnel or subcontractor may result in the termination of this Agreement.”

B. Section 2.1 is hereby amended to read as follows:

“2.1 Term. The term of this Agreement shall begin on April 18, 2023, and end on April 30, 2024, unless terminated in accordance with Section 6.”

C. Section 3 is hereby amended to read as follows:

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

Section 3.1 is hereby amended to read as follows:

“3.1 Not to Exceed Amount. Contractor’s total compensation under this Agreement shall not exceed \$66,787.58. Contractor’s billing rates shall cover all costs and expenses for Contractor’s performance of this Agreement. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City’s prior written approval.”

D. Exhibits.

Exhibit A-1 “Scope of Services”, attached hereto shall supplement Exhibit “A” of the Agreement. Contractor is responsible for completing all tasks identified in Exhibits “A” and “A-1”.

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

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 | BIC Security, Inc. |
|--|-----------------------------------|
| By: Nancy D. Young Title: Mayor Date: _____ | By: Paul Harlen Butler |
| Attest: | Title: Chief Executive Officer |
| _____ Adrienne Richardson, City Clerk | Date: _____ |
| Approved as to form: | Federal Employer Tax ID No. _____ |
| _____ Bijal M. Patel, City Attorney | By: Alicia Oliver |
| EXHIBITS: A-1 Scope of Services B-1 Compensation | Title: |
| | Date: _____ |

EXHIBIT A-1 - Scope of Work

1. Installation of Fire Alarm System additional components as follows:

Rigid Conduit - 162 linear feet

Labor for installation of Rigid Conduit – 35 hours

2. Coordination with South San Joaquin Fire Authority for Final Inspection

3. Reimbursement of Fire Permit and Plan Review Fees by South San Joaquin Fire Authority

EXHIBIT B-1 - Compensation

| | |
|--|--------------------|
| Rigid Conduit - Materials | \$ 1,100.00 |
| Labor (35 hours x \$165 per hour) | \$ 5,775.00 |
| Coordination with FD | \$ 78.57 |
| Final Inspection: December 21, 2023 | |
| South San Joaquin Fire Authority Fees | |
| Permit Plan Review - December 13, 2023 | \$ 537.77 |
| Total: | \$ 7,491.34 |

CITY OF TRACY
GENERAL SERVICES AGREEMENT WITH
B.I.C.SEC Security, Inc. – Temporary Emergency Housing Facility Fire Alarm System and Installation

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and B.I.C.SEC Security, Inc., a California corporation (**Contractor**). City and Contractor are referred to individually as “Party” and collectively as “Parties.”

Recitals

- A. City desires to retain Contractor to provide the Temporary Emergency Housing Facility (TEHF) with Fire Alarm System and Installation; and
- B. After negotiations between the City and Contractor, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- C. Pursuant to Resolution No. 2022-121, the City Council dispensed the procurement requirements for this Agreement under Tracy Municipal Code section 2.20.180, subsection (b)(4), and authorized execution of this Agreement.
- D. This Agreement is being executed pursuant to Resolution No. 2023-179.

Now therefore, the Parties mutually agree as follows:

1. **Scope of Work.** Contractor shall perform the services described in Exhibit “A” attached and incorporated by reference. The services shall be performed by, or under the direct supervision of, Contractor’s Authorized Representative: B.I.C.SEC Security, Inc. Contractor shall not replace its Authorized Representative, nor shall Contractor use or replace any subcontractors or subconsultants, without City’s prior written consent. A failure to obtain the City’s prior written consent for any change or replacement in personnel or subcontractor may result in the termination of this Agreement.
2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Any services for which times for performance are not specified in this Agreement shall be started and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.
 - 2.1 **Term.** The term of this Agreement shall begin on April 18, 2023, and end on October 31, 2023, unless terminated in accordance with Section 6.
3. **Compensation.** City shall pay Contractor a fixed amount as set forth in Exhibit “B” attached and incorporated by reference for services performed under this Agreement.
 - 3.1 **Not to Exceed Amount.** Contractor’s total compensation under this Agreement shall not exceed \$60,000. Contractor’s billing rates shall cover all costs and expenses for Contractor’s performance of this Agreement. No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City’s prior written approval.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To City:

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

To Contractor:

B.I.C.SEC Security, Inc.
1656 Herndon Road
Ceres, CA 95307

With a copy to:

City Attorney
333 Civic Center Plaza
Tracy, CA 95376

14. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

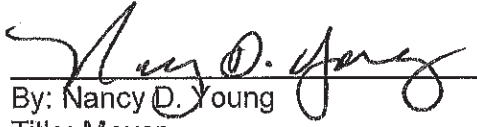
City of Tracy – General Services Agreement with B.I.C.SEC Security, Inc.

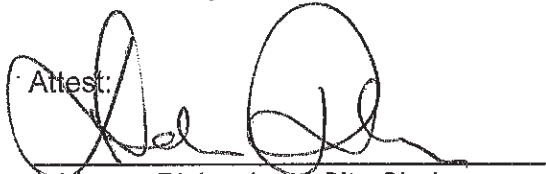
15. Signatures. The individuals executing this Agreement on behalf of Contractor represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Contractor.

[SIGNATURES ON FOLLOWING PAGE]


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

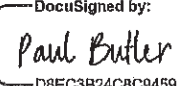
City of Tracy



By: Nancy D. Young
Title: Mayor
Date: 9-26-2023

Attest: 
Adrienne Richardson, City Clerk

Approved as to form:


9/25/2023 | 12:28 PM PDT
For Bijal M. Patel, City Attorney

B. 
DocuSigned by: ity, Inc.
By: Paul Harlen Butler
Title: Chief Executive Officer
Date: 7/19/2023 | 2:31 PM PDT

Federal Employer Tax ID No.

DocuSigned by: ity, Inc.
By: Alicia Oliver
Title: Office Manager
Date: 7/19/2023 | 2:23 PM PDT

Exhibits:

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

EXHIBIT A - Scope of Work

Installation of Fire Alarm System as follows:

- (8) Outdoor Horn/Strobes
- (8) Pull Stations
- (40) Smoke Detectors
- (34) LF Ceiling Horns
- (5) LF Ceiling Horn/Strobes
- (8) Waterflows (To be provided and installed by others)
- (8) Gate Valve Tamper (To be provided and installed by others)
- (2) OS& Y Tamper (To be provided and installed by BIC)
- (1) NAC Panel

City contractor to provide conduit and pull strings

Excludes connection, programming, access to others Fire Alarm Control Panels.

Excludes any OSHPD related fees or costs

Excludes any demo or removal of wire or fire alarm devices

Excludes any fire alarm shut-down fees OR Fire Watch costs (if applicable)

Excludes any devices for pump houses, tanks, pump rooms, or back-up generators. Does not include any two-way communication or radio equipment.

City contractors are responsible for providing CAD drawing (via email to B.I.C. Security) and dedicated 120 V power. All conduit, including underground conduit, in wall conduit, in ceiling conduit, pathways and pull cords between buildings, and outside sprinkler back-flow preventer/ PIV's to be provided by City contractor, not by B.I.C. Security. All governmental fees to be provided by City contractor.

All design and installation work shall be inspected and permitted by South San Joaquin Fire Authority.

• *City of Tracy – General Services Agreement with B.I.C. SEC Security, Inc.*

EXHIBIT B - Compensation

Total Cost of Installation: \$59,296.24

B.I.C. Security to provide and run all wire for Fire Alarm devices.
Cost for drawings to Fire Marshall - Included
Local Fire Agency Fee – Not Included