



TRACY CITY COUNCIL

REGULAR MEETING AGENDA

Tuesday, March 5, 2024, 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).

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: 2555 063 6719** 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 25550636719#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.*

Date Posted: February 29, 2024

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

Date Posted: February 29, 2024

CALL TO ORDER

ACTIONS, BY MOTION, OF CITY COUNCIL PURSUANT TO AB 2449, IF ANY

ROLL CALL AND DECLARATION OF CONFLICTS

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS

1. Employee of the Month
2. D.A.R.E. Presentations
3. Certificates of Recognition – Women’s History Month

ORDER OF BUSINESS

1. CONSENT CALENDAR

- 1.A. Adoption of February 20, 2024 Closed Session and Regular Meeting Minutes
- 1.B. Utilities Division staff recommend that City Council adopt a resolution approving a Professional Services Agreement with Black and Veatch Corporation for the 2024 Water Rate and Revenue Study with a total not-to-exceed amount of \$128,500.
- 1.C. City Council adopt a Resolution authorizing: 1) Amendments to the City’s Classification and Compensation Plan and Master Salary Schedule to add the classification of Assistant Director of Parks, Recreation and Community Services; 2) Amendments to existing classifications to reflect minor modifications related to the reorganization; and 3) Reallocation of one vacant Director of Mobility and Housing to one Assistant Director of Parks, Recreation and Community Services, one vacant Senior Account Clerk to Accounting Technician, one vacant Engineering Technician II to Administrative Technician and one filled Administrative Assistant to Administrative Technician and reclassification of the incumbent.
- 1.D. City Council adopt a Resolution approving a Professional Services Agreement with West Yost Associates, Inc. for Construction Management Services for the Recycled Water Expansion Project, CIP 74168, for a total not-to-exceed amount of \$2,591,159.
- 1.E. City Council adopt a resolution 1) authorizing the acceptance of additional grant funds in the amount of \$35,000 from the Grand Foundation for Fiscal Year 2023-24, and 2) appropriating such funds to the Cultural Arts Division budget.
- 1.F. The Tracy Homelessness Advisory Committee recommends 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 \$7,491.34 for a total Not-To-Exceed amount of \$66,887.68.

- 1.G. City Council adopt a Resolution: (1) Approving Juan Lopez, dba Amistad Associates (Amistad Associates), to serve as the mutually agreed upon facilitator for the City Manager performance evaluations, as reflected in Task Order 1 of the proposed Master Professional Services Agreement with Amistad Associates; (2) Approving Amistad Associates to serve as the mutually agreed upon facilitator for the City Attorney performance evaluations, as reflected in Task Order 2 of the proposed Master Professional Services Agreement with Amistad Associates; (3) Designating Amistad Associates as the City Council's "designated representative" under Government Code Section 54957.6 in future negotiations of compensation and benefits with, each, the City Manager and City Attorney; and (4) Authorizing the City Manager to execute a Master Professional Services Agreement with Amistad Associates in a total not-to-exceed amount of \$25,000 for a nine-month term.
- 1.H. City Council adopt a Resolution 1) Ratifying the Conveyance and Disbursement of Public Fire Safety Fee Provisions of the February 20, 2018 South County Fire Authority Dissolution Agreement with respect to Fire Facilities in Overlapping Jurisdictions; and 2) Authorizing the City Manager and City Attorney to effectuate the conveyance actions previously authorized by Resolution 2022-013.
2. ITEMS FROM THE AUDIENCE
3. REGULAR AGENDA
 - 3.A. City Council conduct a public hearing, and upon conclusion, adopt a Resolution: 1) approving the Community Development Block Grant (CDBG) Award Allocation Recommendations provided in Attachment B hereto; 2) approving the appropriation to the City of Tracy Economic Development Division of the total CDBG and HOME Investment Partnership Program (HOME) Awarding funds to be determined by San Joaquin County; 3) approving the allocation of the County-approved CDBG and HOME Award funds to the Subrecipients in accordance with Award Allocation Recommendations provided in Attachment B hereto; and 4) authorizing the City Manager, or her designee, to sign the CDBG Subrecipient Agreements and other implementing documents.
 - 3.B. Receive information from the South San Joaquin County Fire Authority regarding ambulance availability and response times and desire to purchase and operate ambulances and related equipment.
 - 3.C. Discuss options for amending the Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies adopted by Resolution 2021-200 and direct staff to return with an option that fully complies with Government Code Section 40605.
4. ITEMS FROM THE AUDIENCE
5. STAFF ITEMS
6. COUNCIL ITEMS
7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

February 20, 2024, 5:00 p.m.

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

1. Mayor Young called the meeting to order at 5:01 p.m.
2. There were no actions taken pursuant to AB 2449.
3. Roll Call found Council Members Bedolla, Evans, Mayor Pro Tem Davis and Mayor Young present. There was no declaration of conflicts by City Council. Council Member Arriola absent from roll call.
4. Items from the audience – There was no public comment.
5. Request to Conduct Closed Session

5.A. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)

Patrick Vargas v. City of Tracy, et al.
USDC Case No. 2:22-cv-01454-WBS-KJN

5.B. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)

Mary Mitracos, v. City of Tracy, and Surland Communities, LLC, San Joaquin County Superior Court Case No. STK-CV-UWM-2018-5531

5.C. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

- i. Significant exposure to litigation pursuant to §54956.9, subd. (d)(2) and (e)(3):
(One case).

Attachment A – Government Claims Act claim made available pursuant to (e)(3)

5.D. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL INITIATION OF LITIGATION

Potential initiation of litigation pursuant to §54956.9, subd. (d)(4): (One case).

Council Member Arriola arrived at 5:05 p.m.

Todd Lieberg spoke about item 5.B stating the City of Tracy entered into an agreement with Surland 10 years ago and Surland has not honored their portion of the agreement. Mr. Lieberg asked Council to treat Surland's Development Agreement like any other Development Agreement or contract the City has. There is no other contract where the other party has not honored their portion of

the agreement and readily admitted they owe \$8 million and 16 acres and are not going to pay as Council does not have three votes. Mr. Lieberg asked Council to sue Surland to enforce an existing contract, should do the right thing. The citizens have footed their portion of the Development Agreement to allow Ellis to build hundreds of homes and asked for a unanimous vote.

Mayor Young reiterated item 5.B is a case between Mary Mitracos versus City of Tracy and Surland.

Bijal Patel, City Attorney requested to hear items 5.B, 5.C and 5.D together as one item.

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Arriola to recess to Closed Session. Roll call found all in favor; passed and so ordered. Time: 5:09 p.m.

6. Mayor Young reconvened the meeting to open session at 6:59 p.m.

7. Report of Final Action, if Any – Bijal Patel, City Attorney reported there was no report of action for Item 5.A. For Items 5.B, 5.C and 5.D collectively, City Council has directed and authorized the City Attorney to proceed as follows: 1) Not to pursue an appeal in the lawsuit entitled Mitracos versus City of Tracy and Surland Communities, LLC. specifically with respect to the Courts denial on January 12, 2024 of the City's motion to enforce the judgement and writ by ordering Surland to pay a net total of \$10 million for the funding of the swim center, and 2) File a lawsuit against Surland to recover the net total of \$10 million owed by Surland for funding of the swim center under the 2013 Amended and Restated Development Agreement. The vote was unanimous 4-0. Mayor Pro Tem Davis recused herself and did not participate.

Mayor Pro Tem Davis stated she did not participate in items 5.B, 5.C and 5.D and recused herself due to interest in real property.

8. Council Items and Comments - None

9. Adjournment – Time: 7:01 p.m.

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

The above agenda was posted at the Tracy City Hall on February 16, 2024. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

February 20, 2024, 7:00 p.m.

City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

Mayor Young called the meeting to order at 7:09 p.m.

There were no actions taken pursuant to AB 2449.

Roll call found Council Members Arriola, Bedolla, Evans, Mayor Pro Tem Davis and Mayor Young present. There were no declaration of conflicts by City Council.

Pastor Kal Waetzig, Saint Paul's Lutheran Church offered the invocation.

Mayor Young proclaimed March as Women's History Month and International Women's Day.

Mayor Young presented a proclamation for National Cancer Prevention Month to Jass Sangha.

Mayor Young presented a Certificate of Recognition to Jass Sangha for being appointed as Brand Ambassador for World Cancer Care U.S.A.

Mayor Young presented a Key to the City and Certificate to Jass Sangha.

Mayor Young presented Certificates of Appointment to Parks and Community Services Commissioners Linda Jimenez, Matthew Shrout and Scott Arbogast.

1. CONSENT CALENDAR – Following the removal of Consent Item 1.E by Jerrod Lakey motion was made by Council Member Arriola and seconded by Mayor Pro Tem Davis to adopt the Consent Calendar. Roll call found all in favor; passed and so ordered.
 - 1.A. Adoption of February 6, 2024 Closed Session and Regular Meeting Minutes and February 8, 2024 Special Meeting Minutes. – **Minutes were adopted.**
 - 1.B. Staff recommends that the City Council adopt a Resolution approving Amendment No. 2 to the General Services Agreement with United Fence Services, Inc. to (1) expand the scope-of-work to include El Pescadero Park; and (2) increase the not-to-exceed amount by \$50,000, for a new total of \$250,000.– **Resolution 2024-015** approved Amendment No. 2 to the General Services Agreement.
 - 1.C. Staff recommends that the City Council adopt a resolution approving a Professional Services Agreement with Nuvis Landscape Architecture for a not-to-exceed amount of \$250,000 annually for an initial four (4) month term, with an administrative option to extend, annually, for three additional years (total not-to-exceed amount of \$1,000,000) to provide on-call landscape architectural, plan check, inspection, and project management services.– **Resolution 2024-016** approved a Professional Services Agreement with Nuvis Landscape Architecture.

- 1.D. Staff recommends that the City Council adopt a resolution (1) accepting the construction of Legacy Fields Sports Complex, Phase 1E, CIP 78185, for work completed by Suarez & Munoz Construction Inc., of Hayward, California, (2) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, and (3) authorizing the City Engineer to release the bonds and retention payment in accordance with State Law.- **Resolution 2024-017** accepted the construction of Legacy Fields Sports complex, Phase 1E, CIP 78185 completed by Suarez & Munoz Construction Inc.
- 1.F. Staff recommends that the City Council 1) adopt the resolution approving a Professional Services Agreement with Advanced Chemical Transport, LLC., dba ACTenviro in a not-to-exceed amount of \$98,000 annually to perform biohazard materials clean-up/removal and soil remediation related to homeless encampments on City of Tracy property and 2) authorize the City Manager to extend the agreement up to an additional three (3) years. – **Resolution 2024-018** adopted a Professional Services Agreement with Advanced Chemical Transport, LLC dba ACTenviro.
- 1.G. Staff recommends that the City Council 1) adopt a resolution approving a General Services Agreement with Meister Sealcoat & Supplies, LLC dba SealMaster for a total not-to-exceed amount of \$800,000 annually; 2) authorize the City Manager to extend the length of the contract for up to an additional three (3) years pursuant to the terms of the agreement. – **Resolution 2024-019** approved the General Services Agreement with Meister Sealcoat & Supplies, LLC dba SealMaster.
- 1.H. Staff recommends that the City Council 1) adopt a resolution approving a General Services Agreement with Trip Stop Sidewalk Repair, Inc. in a not-to-exceed amount of \$150,000 annually to perform sidewalk repair and concrete cutting services for the Operations and Utilities Department and 2) authorize the City Manager to extend the agreement up to an additional three (3) years. – **Resolution 2024-020** approved the General Services Agreement with Trip Stop Sidewalk Repair, Inc.
- 1.I. Staff recommends that the City Council adopt a resolution (1) accepting the construction for the Annual Water Valve Replacement Project, FY 22-23, CIP 75168, for work completed by Tracy Grading and Paving, Inc., of Tracy, California, (2) authorizing the City Clerk to file the Notice of Completion with the San Joaquin County Recorder's Office, and (3) authorizing the City Engineer to release the bonds and retention payment in accordance with State law. – **Resolution 2024-021** accepted the construction for the Annual Water Valve Replacement Project, FY 22-23, CIP 75168 for work completed by Tracy Grading and Paving, Inc.
- 1.J. Staff recommends that, for the residential development project commonly known as Tracy Lakes, the City Council adopt a Resolution: 1) terminating the Tract 3917 Deferred Improvement Agreement recorded October 21, 2021; 2) approving an Offsite Improvement Agreement for Offsite Recycled Water Improvements; 3) approving an Offsite Improvement Agreement for Valpico Road

Phase 2; 4) approving an Offsite Improvement Agreement for Valpico Road Landscaping Improvements; and 5) approving the Final Subdivision Maps for Tracy Lakes Phase 2 Tracts 4157, 4158, 4159, 4160, and 4161. – **Resolution 2024-022** adopted terminating the Tract 3917 Deferred Improvement Agreement recorded on October 21, 2021, approved an Offsite Improvement Agreement for Offsite Recycled Water Improvements, approved an Offsite Improvement Agreement for Valpico Road Phase 2, approved an Offsite Improvement Agreement for Valpico Road Landscaping Improvements, and approved the Final Subdivision Maps for Tracy Lakes Phase 2 Tracts 4157, 4158, 4159, 4160 and 4161.

- 1.E. Staff recommends that the City Council adopt a resolution 1) approving the Concession Agreement with Jay’s Gourmet Ltd. Liability Co., LLC, for providing concession services at Tracy Sports Complex and Legacy Fields Sports Complex for a one-year period commencing February 21, 2024, and expiring February 21, 2025; 2) authorizing the Mayor to sign the Concession Agreement; and 3) authorizing the City Manager to grant extensions in two-year increments for a maximum term of five years.

Stella and Jerrod Lakey thanked the community for support received and Parks and Recreation for awarding the contract to Jay’s Gourmet.

There were no Council comments.

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Arriola to adopt **Resolution 2024-023** 1) Authorizing the approval of a Concession Agreement with Jay’s Gourmet Ltd. Liability Co., LLC, for providing concession services at Tracy Sports Complex and Legacy Fields Sports Complex for a one-year period commencing February 28, 2024, and expiring February 28, 2025; 2) Authorizing the Mayor to sign the Concession Agreement; 3) Authorizing the City Manager to grant extensions in two-year increments for a maximum term of five years. Roll call found all in favor; passed and so ordered.

2. ITEMS FROM THE AUDIENCE – Robert Tanner shared concerns regarding sink holes, parts of the City sinking especially on 10th Street between Tracy Blvd and A Street, potholes all over 11th Street east and west bound, and the center of Tracy Blvd and 11th Street, and the crosswalk at Tracy Blvd and Lowell. The crosswalk is sinking and a person in a wheelchair got caught in the dinner plate sized pothole. There is a new law in the State - AB413. The Police Department is supposed to give warnings and next year citations, cannot park within 20 feet of a crosswalk. Downtown there are parking spaces within 3-4 feet or less of a crosswalk and need to restructure parking spaces.

Karin Schnaider, Assistant City Manager provided an update on the information that is available on the City’s website regarding road conditions.

Jake LaPoint shared his concerns regarding Tracy being a disappointment. Young people and families should have things to do, the mall consists of shoe stores and unoccupied spaces. Downtown businesses need to be more diverse. Livermore is livelier and shared concerns regarding the Tracy Outlets, would like to see more Asian, Italian and more ethnic restaurants in town and stated Tracy is an empty ghost town.

Loray Davis spoke about a smear postcard against Mayor Nancy Young received in the mail, responded to the comments made in the postcard, shared her support for Nancy Young and concerns regarding Supervisor Rickman.

Conrad Levoit congratulated the award of the concessions contract to Jay's Gourmet and shared support for Jass Sangha.

3. REGULAR AGENDA

- 3.A Staff recommends that the City Council conduct a public hearing and, upon conclusion, adopt a Resolution: 1) adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, in accordance with the California Environmental Quality Act, for the Gretchen Talley Park Phase 3 Expansion Project, and 2) authorizing the City Manager to execute and file the Notice of Determination.

Mayor Young opened the public hearing.

Richard Joaquin, Parks Planning & Development Manager provided the staff report and responded to questions.

Josh Smith, De Novo Planning provided information on the environmental analysis that was completed on the project and responded to questions.

Council questions and comments continued.

James Young stated there are always delays on projects, start out at one price and by the time it is done it has tripled. Is there a way to expedite that process to keep the cost from going up. The same thing happened with Legacy Fields.

Mayor Young closed the public hearing.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Davis to adopt **Resolution 2024-024** 1) adopting the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, in accordance with the California Environmental Quality Act, for the Gretchen Talley Park Phase 3, Capital Improvement Project 78170, and 2) authorizing the City Manager to execute and file the Notice of Determination. Roll call found all in favor; passed and so ordered.

- 3.B Receive the annual report of the Parks and Community Services Commission for Fiscal Year 2022-2023

Jolene Jauregui-Correll, Interim Parks & Recreation Director introduced Parks and Community Services Commissioner Matthew Shrout who provided the annual report for Fiscal Year 2022-2023 and responded to questions.

Richard Joaquin, Parks Planning & Development Manager responded to questions regarding the BMX track.

There was no public comment.

Council questions and comments followed.

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Evans to accept the annual report of the Parks and Community Services Commission for Fiscal Year 2022-2023. Roll call found all in favor; passed and so ordered.

3.C Staff recommends that the City Council receive the annual informational report regarding the City Transportation Advisory Commission.

Ed Lovell, Transit Manager introduced Transportation Advisory Commissioner Sharanjit Dhillon who provided the annual information report and responded to questions.

Council comments and questions followed.

Maurice Francis highlighted the transit service implemented through feedback from residents and various events. Mr. Francis shared the positive changes regarding implementing bus routes such as to the Homeless Shelter, getting students to school and people to the ACE train because of public feedback received.

Richard Williams would like to see study completed for safety in regards to crosswalks.

ACTION: Motion was made by Mayor Pro Tem Davis and seconded by Council Member Arriola to accept the annual informational report regarding the City Transportation Advisory Commission. Roll call found all in favor; passed and so ordered.

4. ITEMS FROM THE AUDIENCE – Burnell Shull shared concerns about the condition of chain link fencing downtown and the torn canvass at vacant areas such as Central and 10th Street and 11th and Central and asked Council to do something about it.

Midori Lichtwardt, City Manager confirmed staff will look at the issue tomorrow and what can be and will be addressed.

5. STAFF ITEMS – Midori Lichtwardt, City Manager provided the following updates:
- Reported on the LOCC City Manager's Conference training that she and Assistant City Manager Karin Schnaider had attended in Hollywood and shared information regarding various lectures and talks.
 - Over the weekend the City's Random Acts of Kindness social post got more than 1,400 views on Facebook. Our very own Matt Kopinski, Tony Prichard, Jonathan Jocson, and Bobby Ruiz were caught in a Random Act of Kindness when they paused work on an out-of-service traffic signal and stepped out into the crosswalk to ensure a bicyclist made it safely through the intersection.
 - No significant damage reported from the storm.

- The City is currently recruiting for two adult vacancies and 11 youth (9-12th graders) commissioners on the Youth Advisory Commission. Links to the applications are available on our website (CityOfTracy.org) and Tracy Parks and Rec's social media platforms. The deadline for the recruitment is April 26, 2024.
- Save the Date for the Legacy Fields Phase 1E Ribbon Cutting Ceremony before our next regular Council meeting: Tuesday, March 5, 2024 at 4:00 p.m.

6. COUNCIL ITEMS – Council Member Evans congratulated Jass Sangha on her Ambassadorship and her community giving has been noticed for many years and was pleased to see her recognized tonight.

Council Member Bedolla asked would a letter to the California Public Utilities Commission opposing the PG&E rate increases fall within current legislative authority.

Karin Schnaider, Assistant City Manager responded staff can compare it to legislative policy. Our rates are from Ava Community Energy (Ava) so how the PG&E rates affect Tracy will have to be evaluated. PEG fees that get attached to every utility bill and the transmission line fees may have also gone up and can make a statement about that but our actual wattage rates are set by Ava.

Council Member Bedolla responded Ava discounts but also increase as they are pegged to PG&E's rates and asked for support for a draft letter to come before Council to go to the office of the Public Advisor with CPUC. Both Council Member Arriola and Mayor Pro Tem Davis supported the request.

Ms. Schnaider clarified that it does not need to come back to Council unless that is an actual request. If a letter is drafted, unless it does not comply with Council's legislative platform, if it is in compliance it would go through the normal process of having the Mayor sign it on Council's behalf. If there is any question, staff will bring it back as a staff report to get Council's direction.

Mayor Pro Tem Davis stated we all know our community and region are growing and have had critical issues with ambulance service and asked for support to have the JPA, which she and Council Member Evans serve on, talk about the City of Tracy establishing ambulance service in the City to help with response times for emergencies. We have 20–30-minute delays in our response at times for emergencies, have had some very close calls over 2017 and at least one death. Public safety is a very high priority. Council Member Evans supported the request.

Midori Lichtwardt, City Manager confirmed it would be an informational and discussion item.

Mayor Pro Tem Davis asked for discussion about community cleanliness which she has brought up multiple times in the past and believes the City needs some type of regular routine for sidewalks, garbage cans and benches getting power washed and maintained. Very unsightly and unclean and getting complaints about how trashy the City looks. Mayor Pro Tem Davis suggested coming up with a clean campaign and commit as a city to make more of an effort for some unattractive, unclean places, especially in our downtown.

Ms. Schnaider responded Council did add budget for those services a couple of years ago, it is part of key performance indicators so should put into the budget report and bring back as part of the budget discussion.

Mayor Pro Tem Davis responded that would be helpful but what is being done on a regular basis to keep our City clean. It appears the City is declining in its appearance due to lack of cleanliness, not sure if it is a budgetary issue or lack of maintenance and is not inclined to support just a budgetary issue but looking at something more consistent as to what can we do to be clean.

Mayor Young asked if it was possible to have a thorough report on how we are addressing and what can we address and where the shortfalls are so Council have answers also and maybe suggestions on how we get community involvement to make sure we are keeping things clean.

Ms. Schnaider responded she will work with the City Manager to address that and bring a staff report back.

Mayor Pro Tem Davis stated there is a big rant and rave about waste management inconsistency not getting their garbage picked up, or garbage being picked up but not recycling or cans being left on the ground. Sometimes there are complaints that lids can be left open a little and they refused to take it. Mayor Pro Tem Davis asked what is happening with waste management so Council can intelligently respond to community members who don't understand what they can be doing, what our responsibility is or ensuring they are getting their services they are paying for consistently.

Ms. Schnaider responded staff did a recent info item that went out to the public, has seen the uptick in those rants and raves and will work with staff to bring back an information item and an update on SB1383. It is a good time to give a solid waste update and what our current contract says, paying for services and how the community can report those instances to the City.

Mayor Pro Tem Davis asked about the stucco wall on North Tracy Blvd with the contraption that is serving as a barrier, how is it going to be addressed, it is a real blight on our community and would like to see the City be proactive about taking care of it as it has been many months.

Ms. Schnaider responded it is on her to do list to work with Code Enforcement as it is private property.

Mayor Young wished Sheena Stephens a happy birthday.

Mayor Young asked when the Economic Development Strategic Plan is coming back to Council.

Kimberly Murdaugh, Interim Assistant City Manager responded staff is working on a date to bring the plan back to Council.

Mayor Young stated it is always a revolving door of suggestions from the community as to what we can have and their observations. Suggested considering having an ongoing

item that gives a report, maybe informational to keep Council and the community up to date and be able to weigh in.

Ms. Murdaugh responded earlier we talked about vacant buildings and receiving an update and will communicate with the Economic Development Manager and will discuss when we can bring an update back to Council.

Mayor Young asked for a City accomplishment update. Sent a copy of what Manteca posted on LinkedIn and their accomplishments. It shows pride and gives updates on County and School District things. The City is doing things all the time, but people have no clue that any progress has been made. Mayor Pro Tem Davis supported the request.

Ms. Lichtwardt responded we do not need a second for the request as Carissa Lucas, PIO has put something together and need to tweak the format and get it out on a quarterly basis and end of year.

Mayor Young reported on various meetings, award ceremonies and events she has attended and announced tomorrow, February 21st Menchies will be having their annual Art Show Contest at 6:00 p.m.

7. ADJOURNMENT – Time: 9:21 p.m.

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

The above agenda was posted at the Tracy City Hall on February 16, 2024. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

Agenda Item 1.B

RECOMMENDATION

Utilities Division staff recommend that City Council adopt a resolution approving a Professional Services Agreement with Black and Veatch Corporation for the 2024 Water Rate and Revenue Study with a total not-to-exceed amount of \$128,500.

EXECUTIVE SUMMARY

This agenda item, with City Council consent, will approve a Professional Services Agreement (PSA) with the consultant, Black and Veatch Management Corporation (Black and Veatch) to conduct a comprehensive Water Rate and Revenue Study for a total not-to-exceed amount of \$128,500. This study will aid in providing the City with the information necessary to make informed decisions regarding its ability to ensure the City's water utilities have sufficient, defensible funding to meet its operational, capital, current, and proposed debt service obligations. The funding for this agreement has been accounted for in the annual operations and maintenance budgets of the Water Fund (Fund 511), the Wastewater Fund (Fund 521), and the Storm Drainage Fund (541).

BACKGROUND AND LEGISLATIVE HISTORY

Industry standards for rate and revenue studies recommend conducting a study every five years. In addition, the guidelines of Proposition 218 for rate adoption do not allow for more than a five-year increase period. A new study, which takes time to complete, is needed to keep the fund healthy. Rate and revenue studies are required to calculate the revenues collected through customers' rates to cover anticipated operations costs, capital improvements, and debt servicing costs. Rate structures are designed to ensure prices are fair and equitable for customers and will provide stability for the City infrastructure. "Properly and adequately funded water systems also allow for economic development and sustainability of the local community."¹

The City completed its last water rate study in 2017, conducted by HDR Engineering, Inc., (HDR). The 2017 study was the first water rate study conducted and implemented since 2008. The 2017 rate study objective was to review the City's operating and capital costs to develop a financial plan, a cost-based and equitable rate, for the City's water system. The findings from the study recommended two rate adjustments over five years. Council approved the first-rate increase of twenty-five percent (25%) on November 21, 2017, pursuant to Resolution 2017-248 and an additional increase of twenty-five percent (25%) on September 17, 2019, pursuant to Resolution 2019-189. Due to ongoing drought and more efficient water using appliances, the expected fifty percent (50%) revenue increase over the five-year period was not recognized as the City saw only approximately a twenty-six percent (26%) increase in its revenues from FY18-19 to FY21-22.

ANALYSIS

On August 23, 2023, Utilities Division staff followed established protocols, in accordance with Tracy Municipal Code Section 2.20.140, and conducted a Request for Proposal (RFP) to solicit experienced and qualified consultants to provide professional services for the FY2024 Water

¹ AWWA, *M1 Principles of Water Rates, Fees and Charges*, Seventh Edition: page 3

Rate and Revenue Study. On September 27, 2023, the City received three (3) proposals from Black and Veatch, Raftelis, and Bartle Wells Associates. City staff from both Utilities and Finance, carefully reviewed the three proposals finding that all three consultants were qualified based upon their experience, education, certification, and personnel. After thorough discussion and analysis by these staffers, it was determined that Black and Veatch's proposal most aligned with the City's goals to ensure a well-rounded and thorough rate and revenue study and that Black and Veatch demonstrated the competence and professional qualifications necessary for satisfactory performance of the required services.

Utility rates are set proportional to the cost of providing service to each customer class, and all rates meet current legal standards. As a part of the study, the consultant will provide a financial model showing rate impacts created by new capital and operational requirements. The model will be usable by City staff for ongoing and future financial planning. An optional item included within the FY2024 study is a complete gap analysis of standards versus actual staffing needs for a city the size of Tracy and projected growth. This analysis will review the current staffing levels along with the growth of the City, both current and future, and benchmark the compiled data with similar agencies in the area. The City must continue to adjust in order to balance customer expectations, regulations, operational needs, and budgets. The analysis results will assist with rate setting; allow managers the information necessary to establish goals and make organizational decisions; and the Council may use it to set future strategic goals.

To ensure adequate information regarding the newly proposed rates are readily made available to residents, business owners, and City Council, staff along with Black and Veatch, will at the very least conduct one in-person workshop, design and disseminate public outreach and education material in print and electronic formats, create a website, and post on social media before, during, and after the Proposition 218 process. Should staff determine that additional outreach materials are necessary, Black and Veatch could assist at an additional cost which would require a minor amendment to the fully executed contract.

The Proposition 218 process consists of mailing information about the proposed fee(s) to every property owner within the City limits. After at least forty-five (45) days from the mailing, the City must conduct a public hearing on the proposed fee(s). Black and Veatch is tasked with conducting the entire 218 process through adoption along with assistance from City staff. The public notice and ballot shall be designed by Black and Veatch and will be reviewed and approved by City's Legal Counsel prior to printing. Black and Veatch will also attend two City Council in-person meetings for public comment and adoption.

NEXT STEPS

If Council approves this contract with Black and Veatch, staff will work diligently to collect and provide all required data necessary to complete this rate and revenue study along with the Gap Analysis in a timely manner. Task item 2.E identified in the Scope of Work requires Black and Veatch to review existing and future debt funding which is used to smooth the burden placed on rate payers by applying for low interest loans from the Drinking Water State Revolving Fund for large maintenance and repair projects identified through this process. These large projects would be identified by City staff and the consultant and would be funded through the revolving loan program, if approved. Staff anticipates that the study along with the gap analysis will take at least nine (9) months to compile and that public information on the findings could be made available sometime after January 2025.

Utilities staff is recommending that City Council adopt a resolution approving a Professional Services Agreement with Black Veatch Corporation for the 2024 Water Rate and Revenue Study with a total not-to-exceed amount of \$128,500 for the study.

FISCAL IMPACT

Funding for this agreement's not-to-exceed amount of \$128,500 has been allocated from the operation and maintenance budget of multiple enterprise funds. The study itself will be fully funded by the Water Fund (511) for \$88,550. The \$40,000 gap analysis will be split amongst the Water Fund (511) at \$18,000, Wastewater Fund (521) at \$18,000, and Storm Drainage (541) at \$4,000.

CEQA DETERMINATION

The approval of the proposers in this request and the execution of the PSA will not result in a physical change in the environment and therefore is not considered as a project as defined by Section 21065 of the Public Resources Code.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Governance to ensure short and long-term fiscal health.

ACTION REQUESTED OF THE CITY COUNCIL

Utilities Division staff recommend that Tracy City Council adopt a resolution approving a Professional Services Agreement with Black and Veatch Corporation for the 2024 Water Rate and Revenue Study with a total not-to-exceed amount of \$128,500.

Prepared by: Robin Kloepfer, Management Analyst

Reviewed by: Stephanie Reyna-Hiestand, Assistant Director of Utilities
Sara Cowell, Finance Director
Karin Schnaider, Assistant City Manager
Jeffrey Crosswhite, Assistant City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

A - Professional Services Agreement with Black and Veatch Corporation

CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
Black & Veatch Corporation

This Professional Services Agreement ("**Agreement**") is entered into between the City of Tracy, a municipal corporation ("**City**"), and Black & Veatch Corporation, a Delaware Corporation ("**Consultant**"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A. City desires to retain the services of Consultant to perform a compressive rate and revenue study for the City's water system (as further described herein and in Exhibit A, the "**Services**"); and
- B. On August 23, 2023, the City issued a Request for Proposals (RFP) for the Services. On September 27, 2023, Consultant submitted its proposal for the Services to the City. The City has determined that Consultant, per TMC 2.20.140, has demonstrated competence and professional qualifications necessary for the satisfactory performance of the required services.
- C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of the Services in accordance with the terms set forth in this Agreement.
- D. This Agreement is being executed pursuant to Tracy Municipal Code section 2.20.140 and pursuant to Resolution No. _____, which was adopted by the City Council for the City of Tracy on _____.

Now therefore, the Parties mutually agree as follows:

1. **Scope of Work.** Consultant shall perform the Services, which includes the services described in Exhibit "A" attached hereto and incorporated herein by this reference. The Services shall be performed by, or under the direct supervision of, Consultant's "Authorized Representative": Ann Bui, Project Director. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit "A," nor shall Consultant use or replace any subcontractor or subconsultant, without the City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or uses or replaces any such subcontractor or subconsultant.
2. **Time of Performance.** Time is of the essence in the performance of the Services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. If dates for performance are set out in Exhibit A, Consultant shall begin performance, and shall complete all required Services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. If Exhibit "A" indicates that Services shall only be performed upon request, or if the City otherwise communicates the same to Consultant, Consultant shall not perform said Services until the City requests such performance. Consultant shall submit all requests for time extensions to the City in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City may grant or deny such requests in its sole and absolute discretion.

2.1 Term. The term of this Agreement shall begin on the date this Agreement is last executed and end once the City confirms that all Services were performed to the City's satisfaction unless

*Professional Services Agreement between:
The City of Tracy and Black and Veatch Corporation*

terminated in accordance with Section 6. This Agreement shall not be extended except pursuant to a writing signed by both Parties.

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

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$128,500 dollars. Notwithstanding the foregoing, the payment of any funds under this Agreement shall be subject to the City of Tracy appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated. Unless specifically stated otherwise or agreed to in writing, the fees proposed by Consultant, as set forth in Exhibit B hereto, shall remain unchanged for the entire term of this Agreement and any extensions of this Agreement. It is understood and agreed that Consultant may not receive compensation up to the "not-to-exceed" amount (or any other amount), and Consultant's total compensation under this Agreement will depend on the scope of the Services requested and approved by the City. 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 "not-to-exceed" amount provided in this section without the City's prior written approval.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe in detail satisfactory to the City: the services performed, the times and dates of performance, and the names of the person(s) performing the Services.

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

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

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

3.4 Final Payment. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

3.5 Books and Accounts. Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

4. Indemnification. 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, and

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The City of Tracy and Black and Veatch Corporation*

reimburse the City for, any and all liabilities, obligations, losses, damages, injunctions, suits, actions, fines, penalties, claims, demands, administrative and judicial proceedings and order, judgments, remedial action requirements, costs and expenses of every kind or nature, and all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs ("**Claims**") arising directly or indirectly from or out of (including any and all related costs and expenses), relating or pertaining to or resulting from, in whole or in part, this Agreement; any act, omission, or event relating in any way to Consultant's obligations under this Agreement; and/or Consultant's breach of this Agreement, except to the extent such Claim is caused solely by the active negligence or willful misconduct of the City. In this Section 4, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors.

In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any and all Claims relating to or in connection with such a finding and/or determination.

(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.)

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

The provisions of this section survive the expiration 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 the 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.

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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 and in any event, within five (5) days of such request.

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 in its sole and absolute discretion by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall give the City all original documents relating to the Services in Consultant's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date the termination 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.

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The City of Tracy and Black and Veatch Corporation*

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 mediator with at least ten (10) years' experience in the field of law subject to the dispute to serve as the mediator, shall be commenced within thirty (30) days of selection of a mediator, and shall be concluded within fifteen (15) days from the commencement of the mediation.

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

7.6 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. If, for any dispute or claim to which this Section applies, any Party commences an action without first attempting to resolve the matter through the process set forth in this Section, or refuses to comply with this Section after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such 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, upon termination of this Agreement, or within five (5) days of any 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. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

9.1 Non-Exclusive Professional Services Agreement. The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City the same or similar services as those described in Exhibit A. Nothing contained in this Agreement guarantees Consultant a certain amount of work, and the City may, in its sole and absolute discretion, allocate and/or delegate work to Consultant so as to satisfy the City's needs.

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.

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

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

To the City:
City of Tracy
Attn: Robin Kloepfer, Management Analyst
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Black & Veatch Corporation
Attn: Robert Wilhite
11401 Lamar Avenue
Overland Park, KS 66211

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

13. Miscellaneous.

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

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

13.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

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

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

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The City of Tracy and Black and Veatch Corporation*

13.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, including, without limitation, those identified below, whether or not such laws are expressly stated in this Agreement.

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

13.7. Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is authorized to do business in California, in good standing with the Secretary of State, and in good standing with all agencies having jurisdiction over Consultant (including any licensing agencies). If Consultant is a suspended entity at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

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

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

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

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

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

*Professional Services Agreement between:
The City of Tracy and Black and Veatch Corporation*

13.13 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed and the matters contemplated herein. This Agreement supersedes all prior negotiations, representations or agreements (in each case, whether oral or in writing). All exhibits attached hereto are incorporated by reference herein.

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

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

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

[Signature Page to Follow]

Professional Services Agreement between:
The City of Tracy and Black and Veatch Corporation

The Parties agree to the full performance of the terms set forth in this Agreement and have caused this Agreement to be duly executed.

City of Tracy, a Municipal Corporation

By: _____
Nancy Young
Title: Mayor
Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Black & Veatch Corporation

DocuSigned by:
By: Robert T. Willite
0E095296049D46F...
Title: Senior Vice President
Date: 1/9/2024 | 8:50 AM PST

Federal Employer Tax ID No. 43-1833073

DocuSigned by:
By: Jeffrey J. Stamm
DD5881DF14D5419...

Title: Senior Vice President
Date: 1/9/2024 | 9:36 AM PST

Exhibits:

- A Scope of Work
- B Compensation

Professional Services Agreement between:
The City of Tracy and Black and Veatch Corporation

EXHIBIT A - Scope of Work

1. **Task 1. Project Kick-Off**
 - a. Perform a virtual introduction meeting to establish timelines, goal and objectives, and responsibilities.
 - b. Request information from City to start analysis.
2. **Task 2. Rates & Fees Analysis**
 - a. Review and analyze policy, procedure and regulatory document for impacts on operations, maintenance, capital projects, revenue requirements, rate structure, and facilities charges.
 - b. Review the meter reading process and billing system.
 - c. Review the current rate structure and billing types.
 - d. Recommend a rate structure that is suitable for the City.
 - i. Rates will include a baseline by meter size and tiered
 - ii. Review fees and penalties for shut off, tamper, delinquencies and payment plans.
 - e. Review debt service coverage for the forecasted period based on principal and interest payments on outstanding debt obligations and any project future bonds or State revolving fund loans for capital improvements.
 - f. Provide a comparative analysis to at least five other comparable communities in Northern California, particularly the San Joaquin / Sacramento Valley region.
 - g. Perform water and wastewater typical bill comparison for single-family, multi-family and commercial customers to show potential impacts.
3. **Task 3. Water – Financial Plan, Cost of Service and Rate Design**
 - a. Financial Plan: Prepare a 15-year financial plan summarizing the revenues and revenue requirements projections to determine revenues' adequacy under existing rate levels to meet operating and capital needs for the five- year study period. Forecasted revenue will include revenue under existing rates for water service, funds generated from other operating income, and interest income. Revenue requirements will include operation and maintenance expenses, routine capital expenditures, the revenue financed portion of major capital improvements, and any applicable debt service costs or other anticipated obligations. Adjustments will be made to allow any required revenue increases to meet revenue requirements over the study period and to minimize the impact of rate increases on the City's customers to the extent possible.
 - b. Cost of Service Analysis: Perform a water cost-of-service allocation using the Base-Extra Capacity Method endorsed by the AWWA M1. Under cost-of-service principles, costs are allocated to the different customer classes in proportion to their water system use. As recommended by AWWA, Black & Veatch will distribute functional costs to the base (average load conditions), extra capacity (peaking), and customer-related parameters. This allocation methodology produces unit costs for allocation to individual customer classes based on the projected customer service requirements.
 - c. Rate Design: Utilized information from Task 2 to design water rates and charges. Consideration will be given for:
 - i. Water supply costs, including purchased water costs and curtailments during drought conditions and the City's current outdoor water schedules.
 - ii. Water demand, conservation, and loss aligned with the City's Water Shortage Contingency Plan, regulatory water loss goals, and revenue stability.
 - iii. Operating budget needs (including intra-city costs) for the different divisions and the capital improvement program budget needs.
 - iv. A tiered volumetric conservation rate structure with price elasticity of demand assumptions.

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- v. Rate implementation timing risks and revenue recovery, as most revenue for residential customers occurs in the summer months.
- d. Evaluate and recommend drought surcharges corresponding to the City's drought stages to recover expected revenue losses.
- e. Determine optional funding for capital improvements and reserves based on industry best practices.
- f. Include an assessment of the interaction between water conservation elements of the recommended rates and their impacts on the ability to fund water operations, as well as their impacts on the economic well-being of the community.
- g. Assessment of different approaches to implementing a revenue collection methodology (charging water in cubic feet versus hundred cubic feet, water budgets, water zone rates, etc.) and identify specific requirements to approve and the relative pros and cons of each approach. This would include an estimate of potential cost impacts associated with different approaches to revenue collection methodology.
- h. Determination of the rates necessary to meet the City's revenue requirements, with a rate stability program for consideration in water consumption based on weather or regulatory updates.
- i. Determination of the properties benefitting from the City's water system to be considered as continual and potential ratepayers, even if not within the current City jurisdictional boundary.
- j. Recommendation of annual operating fund balance targets and reserve levels for operating, capital replacement and upgrades, financing, cash flow, and unforeseen events.
- k. Provide a comparative analysis to at least five other comparable communities in Northern California, particularly the San Joaquin / Sacramento Valley region.

4. Task 4 . Adoption & Implementation

- a. Update and/or make recommendations to City staff to update the City Ordinance.
- b. Development of a Rate Model that can be used by the City in future rate setting.
 - i. Create a 15-year model.
 - ii. Ability to include CIP scenarios.
 - iii. Show impact to rate classifications.
 - iv. Easy-to-use dashboard
 - v. Update based on final approved rate by Council
 - vi. Conduct "what-if" scenario
- c. Design public outreach and educational material in print, and electronic.
 - i. Assists with social media as additional cost if requested.
 - ii. Design Proposition 218 notice (City will have outside legal review)
- d. Conduct Proposition 218 process with assistance from the City for implementation of the chosen revenue collection methodology for a five-year rate adjustment schedule implementation.
- e. Public Outreach:
 - i. Two (2) flyers for insertion in to utility bills
 - 1> one (1) regarding the Proposition 218 process
 - 2> one (1) regarding the rates and information upon adoption

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5. Task 5 & 6. Summary Report and Project Documentation

- a. Initial Draft: Consultant will provide a draft summary report detailing its findings and conclusions.
- b. Final Draft Report: Consultant will provide a final report in an electronic version with the elements below.
 - i. Current Rate Structure: Assess the current rate structure's suitability for sustaining cost recovery based on system demand by customer type.
 - ii. Equity: Assess the equity of recommended water rates for all types of property ownership.
 - iii. Conservation Impacts: Assess the interaction between the water conservation elements of the recommended rates and their impacts on the ability to fund water operations, as well as their impact on the economic well-being of the community.
 - iv. Drought or Loss of Supply Rate Structure: Assess the impact on the rate structure due to drought, loss of supply, or other water shortage factors.
 - v. Other Service Charges: Assess existing service fee structure and identify other potential areas for service and system charges (shut-off, back-flows, construction meters, hydrant meters, etc.) and recommend changes, if appropriate.
 - vi. Electronic Rate Model: Provide an easy-to-use and updated electronic rate model for City's future use.
 - vii. Water Loss: Assess the impact on the rate and revenue structure due to types of water loss (real and apparent)

6. Task 7, 8 & 9. Meetings

- i. One (1) in-person public workshop
- ii. Two (2) in-person Council meetings for public comment and adoption
- iii. Provide virtual training to City staff in the use of the rate modeling program to allow staff to fully understand how the model operates and how the results of various future recommendations may be proposed and be illustrated.

7. Task 10. Final Report

- a. Prepare a Final Utilities Rate Study 2024 report incorporating all changes approved throughout the rate study process. The final report will also include summaries of all completed actions of the City Council, the final rates as adopted, the final rate structure, an explanation of how those rates were calculated, a summary of the Proposition 218 process and results of customer voting, and projected revenue under the adopted rates and rate structure.
- b. Rate Tables: for five years to assist Finance in updating annual rate increases

8. Task 11 - Staffing Gap Analysis

a. Project Management

- i. Perform general project management duties, including client correspondence, invoicing, budget/scope management, project documentation, and administering project controls using Black & Veatch's proprietary internal project tracking system.
- ii. Conduct a kick-off meeting with department staff at the beginning of the project to understand goals and objectives and to establish responsibilities, schedules, and milestones throughout the project.
- iii. Develop a data request list for pertinent documents used throughout the project. At a minimum, the following documents will be requested:
 - 1> The organizational structure of the City and the utility department, and the identifying reporting structure.
 - 2> Mission and objectives for the department.
 - 3> Generic staffing position roles and responsibilities identified by City.

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- 4> Current department staffing and the associated levels for each staff member.
- 5> Any process mapping for the department.
- b. Department Staffing Review**
 - i. Understand the objectives and goals of the utility department concerning the City. The intent is to identify the roles of the department.
 - ii. Evaluate the organizational structure of the utility department. The organizational structure will provide a high-level overview of each staff member's reporting structure and level.
 - iii. Examine centralized versus decentralized structure for the department based on staffing levels and experience.
 - iv. Document the roles and responsibilities of the current staff in tabular format. These may include duties added as the department evolved or due to COVID-19 impacts. Additional duties will be compared to generic roles and responsibilities.
- c. Processes Review**
 - i. Document the processes currently utilized by the utility department.
 - ii. The analysis will review how Diversity, Equity, and Inclusion (DE&I) objectives are addressed.
 - iii. Interactions with public works.
 - iv. Use of contractors.
- d. Task 4. Benchmarking**
 - i. Survey three utility departments for other agencies. The survey will focus, department size, roles and responsibilities for staff, upon completing the survey, Black & Veatch will work with department staff to develop key metrics that the department can use.
- e. Report and Meetings**
 - i. Draft Report**

Black & Veatch will prepare a draft comprehensive staffing evaluation report. The draft report will document the findings and make recommendations for the department. The report will include recommendations for the future on the following:

 - 1> Organizational structure (centralized versus decentralized)
 - 2> Staffing levels based on workload
 - 3> Roles and responsibilities for staffing levels
 - 4> The report will provide short-term and long-term recommendations for the department.
 - ii. Final Report**

Black & Veatch will prepare a final comprehensive procurement evaluation report. The report will include all the sections in the draft report and address any comments received from department staff. Black & Veatch will deliver an electronic PDF copy of the final report.
 - iii. Meetings**

Black & Veatch will participate in the following meetings:

 - 1> One (1) one-hour Microsoft Team kick-off meeting with department staff.
 - 2> Two (2) in-person half-day workshops with department staff to document roles, responsibilities, and processes. The meetings will be held at the City and will have several staff members participate.
 - 3> Three (3) one-hour Microsoft Teams meetings to discuss the data collected, preliminary and final results.

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EXHIBIT B – Compensation

1. Task 1-10 - Scope of Work

Fee Estimates

Based on the scope of services outlined in the proposal, Black & Veatch proposes to perform the scope on a time-and-materials basis for each task and a not-to-exceed total amount of \$76,760 inclusive of anticipated direct expenses as shown in Table 1. Direct expenses include but are not limited to mileage, car rental, hotels, meals, and reproduction costs.

TABLE 1 PROJECT COSTS

TASK DESCRIPTION	PROJECT DIRECTOR	Project SME	PROJECT MANAGER	LEAD FINANCIAL ANALYST	FINANCIAL ANALYST	Project Engineer	TOTAL COST
Team Member	Bui	Morales	Baird	Villalobos	Staff	Good	
Hourly Billing Rate	\$360	\$310	\$310	\$245	\$195	\$230	
Task 1: Project Kick-off	1	0	7	9	14	1	\$7,695
Task 2: Rates and Fees Analysis	0	0	8	13	18	3	\$9,865
Task 3: Water Rate Design/COS	2	2	12	34	120	0	\$36,790
Task 4: Adoption and Implementation	0	1	2	11	14	0	\$6,355
Task 5: Preliminary Rate Study Draft Report	0	0	4	8	8	0	\$4,760
Task 6: Final Rate Study Draft Report	1	0	3	2	4	0	\$2,560
Task 7: Public Meeting	0	0	3	2	2	0	\$1,810
Task 8 Council Workshop	0	0	3	2	2	0	\$1,810
Task 9: Support - Proposition 218 through Adoption	1	0	3	0	2	0	\$1,680
Task 10: Final Utilities Rate Study Report	0	0	1	3	2	0	\$1,435
Total Hours	5	3	46	84	186	4	\$74,760
Direct Expenses (travel)							\$2,000
Total Fee							\$76,760

Additional Meetings can be requested \$500 (virtual) and \$1,200 (in-person)

2. Task 11 - Staffing Gap Analysis Task – \$40,000

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. 2024 - _____

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH BLACK AND VEATCH CORPORATION FOR THE 2024 WATER RATE AND REVENUE STUDY WITH A TOTAL NOT-TO-EXCEED AMOUNT OF \$128,500

WHEREAS, Industry standards for rate and revenue studies recommend conducting a study every five years. A new study, which takes time to complete, is needed to keep the fund healthy; and

WHEREAS, The guidelines of Proposition 218 for rate adoption do not allow for more than a five-year increase period; and

WHEREAS, The City completed its last water rate study in 2017, conducted by HDR Engineering, Inc. (HDR); and

WHEREAS, The 2017 study was the first water rate study conducted and implemented since 2008; and

WHEREAS, Council approved the first-rate increase of twenty-five percent (25%) on November 21, 2017, per Resolution 2017-248 and an additional increase of twenty-five percent (25%) on September 17, 2019, per Resolution 2019-189; and

WHEREAS, On August 23, 2023, Utilities Division staff followed established protocols, in accordance with Tracy Municipal Code, Section 2.20.140, and conducted a Request for Proposal (RFP) to solicit experienced and qualified consultants to provide professional services for the FY2024 Water Rate and Revenue Study; and

WHEREAS, On September 27, 2023, the City received three (3) proposals, one of which was a proposal from Black and Veatch Corporation; and

WHEREAS, Black and Veatch's proposal aligned with the City's goals to ensure a well-rounded and thorough rate and revenue study; and

WHEREAS, Staff recommended that City Council authorize the execution of the Professional Services Agreement with Black and Veatch Corporation as they have the expertise and experience required to provide the necessary and desired services; and

WHEREAS, Funding for this agreement’s not-to-exceed amount of \$128,500 has been allocated from the operation and maintenance budget of multiple enterprise funds. The study itself will be fully funded by the Water Fund (511) for \$88,550. The \$40,000 gap analysis will be split amongst the Water Fund (511) at \$18,000, Wastewater Fund (521) at \$18,000, and Storm Drainage (541) at \$4,000; and

WHEREAS, The proposed PSA is for conducting a rate and revenue study and gap analysis which will not result in a physical change in the environment, therefore, is not considered a project as defined by Section 21065 of the Public Resources Code.

NOW, THEREFORE, be it resolved as follows:

RESOLVED: That the above recitals are true and correct; and be it,

RESOLVED: that the City Council of the City of Tracy, authorizes a Professional Services Agreement with Black and Veatch Corporation for the 2024 Water Rate and Revenue Study with a total not-to-exceed amount of \$128,500; and be it further

RESOLVED: After review and approval by the City Attorney, the Mayor may execute the PSA.

The foregoing Resolution 2024 - _____ was adopted by the Tracy City Council on March 5, 2024, by the following vote:

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

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

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

Agenda Item 1.C

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution authorizing: 1) Amendments to the City's Classification and Compensation Plan and Master Salary Schedule to add the classification of Assistant Director of Parks, Recreation and Community Services; 2) Amendments to existing classifications to reflect minor modifications related to the reorganization; and 3) Reallocation of one vacant Director of Mobility and Housing to one Assistant Director of Parks, Recreation and Community Services, one vacant Senior Account Clerk to Accounting Technician, one vacant Engineering Technician II to Administrative Technician and one filled Administrative Assistant to Administrative Technician and reclassification of the incumbent.

EXECUTIVE SUMMARY

In Fiscal Year 2022/2023, the Mobility and Housing Department was created with the Airport, Transportation, Economic Development and Homeless Services Divisions. Recently, the Development Services Department was restructured to streamline project management by moving the Economic Development Division from Mobility and Housing to the new Community and Economic Development Department. The restructuring plan also included movement of the Airport and Transit Divisions to the Operations and Utilities Department and Homeless Services to the Parks, Recreation and Community Development Department.

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 to establish a new classification of Assistant Director of Parks, Recreation and Community Services; 2) amendments to the existing classifications of Airport Manager, Assistant/Associate Civil Engineer, Assistant City Engineer, Assistant Director – Operations, Assistant Director – Utilities, Assistant Director of Development Services/City Engineer, Director of Parks and Recreation, Director of Operations and Utilities, Economic Development Manager, Economic Development Management Analyst I/II, Operations Supervisor, Parks Planning & Development Manager, Recreation Services Manager and Transit Manager; 3) reallocation of one vacant Director of Mobility and Housing to one Assistant Director of Parks, Recreation and Community Services in the Parks, Recreation and Community Services Department, one vacant Senior Account Clerk to Accounting Technician in the Finance Department, one vacant Engineering Technician II to Administrative Technician in the Engineering Division and one filled Administrative Assistant to Administrative Technician at the Grand Theatre including reclassification of the incumbent.

There are no salary increases being proposed for any of the actions other than to establish the salary for the new Assistant Director of Parks, Recreation and Community Services position.

BACKGROUND AND LEGISLATIVE HISTORY

Periodically, the Human Resources Department receives requests to review existing classification specifications or to develop new classification specifications to allow for changes that have occurred in areas such as job responsibilities, organizational structure, education, experience,

and/or service needs. Following the review of organizational needs, the classification of Assistant Director of Parks, Recreation and Community Services was created to assist with oversight of the expanded Parks, Recreation and Community Services Department.

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 for 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.

ANALYSIS

Staff is recommending changes to the organization structure resulting in the retitling of the Operations and Utilities Department to Public Works and moving the Engineering, Airport and Transit Divisions under that department. The Parks and Recreation Department will be retitled to Parks, Recreation and Community Services and the Homeless Services Division will be moving to that department. The operational changes and increased services in the Parks, Recreation and Community Services Department requires the establishment of a new classification specification. Additionally, changes to classification titles and department assignments are necessary to reflect the updated organizational structure.

Additionally, several classification audits were recently requested from various departments and the analyses of those studies resulted in changes to the existing positions to reflect the body of work being performed.

ESTABLISH NEW CLASSIFICATION

Assistant Director of Parks, Recreation and Community Services

With the recent organizational structure changes, the Homeless Services Division previously assigned to the City Manager's Office will now be part of the Parks, Recreation and Community Services Department. With the addition of the new division and expanded services, the new position will be responsible to provide oversight and assistance to the Director of Parks, Recreation and Community Services in a variety of administrative, coordinative, analytical, and liaison capacities. Responsibilities of the position 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. Additionally, the position will be responsible for providing complex support to the Director of Parks, Recreation and Community Services and others in their area of expertise.

Staff recommends the salary range for the Assistant Director of Parks, Recreation and Community Services at \$6,225.58 - \$7,567.21 bi-weekly. The salary range recommendation was determined by a survey of comparable agencies with consideration of internal equities of similar classifications.

CLASSIFICATION REVISIONS

Airport Manager

The updated Airport Manager job description includes minor changes to reflect the department reporting structure. There are no changes to the salary resulting from the classification update.

Assistant/Associate Civil Engineer

The updated Assistant/Associate Civil Engineer job description includes minor changes to reflect the department reporting structure. There are no changes to the salary resulting from the classification update.

Assistant City Engineer

The updated Assistant City Engineer job description includes minor changes to reflect the department reporting structure. There are no changes to the salary resulting from the classification update.

Assistant Director – Operations

The updated Assistant Director - Operations job description includes minor changes to reflect the department reporting structure and new department name. There are no changes to the salary resulting from the classification update.

Assistant Director – Utilities

The updated Assistant Director - Utilities job description includes minor changes to reflect the department reporting structure and new department name. There are no changes to the salary resulting from the classification update.

City Engineer

The updated City Engineer job description includes minor changes to reflect the department reporting structure including the removal of Assistant Director of Development Services from the title. There are no changes to the salary resulting from the classification update.

Director of Parks, Recreation and Community Services

The updated Director of Parks, Recreation and Community Services job description includes minor changes to reflect the department name change from Parks and Recreation to Parks, Recreation and Community Services. This enhanced department will now include the Homeless Services Division which was previously in the City Manager's Office. There are no changes to the salary resulting from the classification update.

Director of Public Works

The updated Director of Public Works job description includes minor changes to reflect the department name change from Operations and Utilities to Public Works. This enhanced

department structure includes the addition of the Engineering, Transit and Airport Divisions which were previously in other departments. There are no changes to the salary resulting from the classification update.

Economic Development Analyst

The updated Economic Development Analyst job description includes minor changes to reflect the department reporting structure as well as the removal of Management from the title to mirror other similar Analyst classifications. There are no changes to the salary resulting from the classification update.

Economic Development Manager

The updated Economic Development Manager job description includes minor changes to reflect the department reporting structure. There are no changes to the salary resulting from the classification update.

Parks Planning and Development Manager

The updated Parks Planning and Development Manager job description includes minor changes to reflect the department reporting structure and new department name. There are no changes to the salary resulting from the classification update.

Operations Supervisor

The updated Operations Supervisor job description includes minor changes to minimum qualifications to allow a larger applicant pool. There are no changes to the salary resulting from the classification update.

Recreation Services Manager

The updated Recreation Services Manager job description includes minor changes to reflect the department reporting structure and new department name. There are no changes to the salary resulting from the classification update.

Transit Manager

The updated Transit Manager job description includes minor changes to reflect the department reporting structure. There are no changes to the salary resulting from the classification update.

Staff provided each bargaining unit with the proposed amendments and associated salary changes for each job description and the bargaining units agreed with the recommendations.

The Master Salary Schedule effective March 10, 2024 (Attachment A) reflects the salary range for each new and revised classification contained in this report.

FISCAL IMPACT

This action amends the City's Classification and Compensation plan by establishing one new specification and revising the class specifications for the positions contained in this report and amends the Position Control Roster to reallocate one vacant Director of Mobility and Housing to one Assistant Director of Parks, Recreation and Community Services in the Parks, Recreation and Community Services Department, one vacant Senior Account Clerk to Accounting Technician in the Finance Department, one vacant Engineering Technician II to Administrative Technician in the Engineering Division and one filled Administrative Assistant to Administrative Technician at the Grand Theatre including the reclassification of the existing incumbent. Any fiscal impact associated with these actions is supported through salary savings within the adopted FY2023-24 operating budget. Future costs associated with this action will be incorporated into the proposed FY2024-25 operating budget.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy, and specifically implements the following goal:

Governance Strategy

Goal 5: Recruit, develop, and retain a high performing and inclusive workforce.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution authorizing: 1) Amendments to the City's Classification and Compensation Plan and Master Salary Schedule to add the classification of Assistant Director of Parks, Recreation and Community Services; 2) Amendments to existing classifications to reflect minor modifications related to the reorganization; and 3) Reallocation of one vacant Director of Mobility and Housing to one Assistant Director of Parks, Recreation and Community Services, one vacant Senior Account Clerk to Accounting Technician, one vacant Engineering Technician II to Administrative Technician and one filled Administrative Assistant to Administrative Technician and reclassification of the incumbent.

Prepared by: JoAnn Weberg, Interim Director of Human Resources

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

Approved by: Midori Lichtwardt, City Manager

Attachments:

- A - Master Salary Schedule Effective 03/10/2024
- B - Airport Manager Job Description
- C - Assistant/ Associate Civil Engineer Job Description
- D – Assistant Director – Operations Job Description
- E – Assistant Director - Parks, Recreation and Community Services Job Description
- F – Assistant Director – Utilities Job Description
- G – City Engineer Job Description
- H – Director of Parks, Recreation and Community Services Job Description
- I – Director of Public Works Job Description
- J – Economic Development Analyst Job Description
- K – Economic Development Manager Job Description
- L – Operations Supervisor Job Description
- M – Parks Planning and Development Manager Job Description
- N – Recreation Services Manager Job Description
- O – Transit Manager Job Description

City of Tracy
Master Salary Schedule

DRAFT Effective 03/10/2024

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4112	Account Clerk	TTSSEA	A	2,252.78	4,881.02	58,572.28	28.1598
			B	2,365.43	5,125.10	61,501.18	29.5679
			C	2,483.69	5,381.33	64,575.94	31.0461
			D	2,607.88	5,650.41	67,804.88	32.5985
			E	2,738.28	5,932.94	71,195.28	34.2285
3106	Accountant*	TMMBU	A	3,541.91	7,674.14	92,089.66	44.2739
			B	3,719.01	8,057.86	96,694.26	46.4876
			C	3,904.96	8,460.75	101,528.96	48.8120
			D	4,100.19	8,883.75	106,604.94	51.2524
			E	4,305.21	9,327.96	111,935.46	53.8151
2520	Accounting Manager*	CONF	A	5,120.40	11,094.20	133,130.40	64.0050
			B	5,376.42	11,648.91	139,786.92	67.2053
			C	5,645.25	12,231.38	146,776.50	70.5656
			D	5,927.52	12,842.96	154,115.52	74.0940
			E	6,223.91	13,485.14	161,821.66	77.7989
4201	Accounting Technician	TTSSEA	A	2,770.48	6,002.71	72,032.48	34.6310
			B	2,909.02	6,302.88	75,634.52	36.3628
			C	3,054.46	6,618.00	79,415.96	38.1808
			D	3,207.20	6,948.93	83,387.20	40.0900
			E	3,367.57	7,296.40	87,556.82	42.0946
4102	Administrative Assistant	TTSSEA	A	2,242.82	4,859.44	58,313.32	28.0353
			B	2,354.95	5,102.39	61,228.70	29.4369
			C	2,472.71	5,357.54	64,290.46	30.9089
			D	2,596.33	5,625.38	67,504.58	32.4541
			E	2,726.14	5,906.64	70,879.64	34.0768
8102	Administrative Assistant - Confidential	CONF	A	2,298.43	4,979.93	59,759.18	28.7304
			B	2,413.34	5,228.90	62,746.84	30.1668
			C	2,534.01	5,490.36	65,884.26	31.6751
			D	2,660.73	5,764.89	69,178.69	33.2591
			E	2,793.75	6,053.13	72,637.50	34.9219
4107	Administrative Technician	TTSSEA	A	2,770.48	6,002.71	72,032.48	34.6310
			B	2,909.02	6,302.88	75,634.52	36.3628
			C	3,054.46	6,618.00	79,415.96	38.1808
			D	3,207.20	6,948.93	83,387.20	40.0900
			E	3,367.57	7,296.40	87,556.82	42.0946
3510	Airport Manager*	TMMBU	A	3,595.32	7,789.86	93,478.32	44.9415
			B	3,775.07	8,179.32	98,151.82	47.1884
			C	3,963.82	8,588.28	103,059.32	49.5478
			D	4,162.00	9,017.67	108,212.00	52.0250
			E	4,370.10	9,468.55	113,622.60	54.6263
5522	Animal Services Aide	TEAMSTERS	A	1,537.34	3,330.90	39,970.84	19.2168
			B	1,614.21	3,497.46	41,969.46	20.1776
			C	1,694.94	3,672.37	44,068.44	21.1868
			D	1,779.67	3,855.95	46,271.42	22.2459
			E	1,868.65	4,048.74	48,584.90	23.3581
3620	Animal Services Manager*	TMMBU	A	3,862.14	8,367.97	100,415.64	48.2768
			B	4,055.25	8,786.38	105,436.50	50.6906
			C	4,258.02	9,225.71	110,708.52	53.2253
			D	4,470.91	9,686.97	116,243.66	55.8864
			E	4,694.46	10,171.33	122,055.96	58.6808

City of Tracy
Master Salary Schedule

DRAFT Effective 03/10/2024

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5521	Animal Services Officer I	TEAMSTERS	A	2,139.68	4,635.97	55,631.68	26.7460
			B	2,246.63	4,867.70	58,412.38	28.0829
			C	2,358.95	5,111.06	61,332.70	29.4869
			D	2,476.90	5,366.62	64,399.40	30.9613
			E	2,600.77	5,635.00	67,620.02	32.5096
5523	Animal Services Officer II	TEAMSTERS	A	2,354.12	5,100.59	61,207.12	29.4265
			B	2,471.81	5,355.59	64,267.06	30.8976
			C	2,595.43	5,623.43	67,481.18	32.4429
			D	2,725.19	5,904.58	70,854.94	34.0649
			E	2,861.46	6,199.83	74,397.96	35.7683
3621	Animal Services Supervisor	TMMBU NON EXEMPT	A	2,861.74	6,200.44	74,405.24	35.7718
			B	3,004.83	6,510.47	78,125.58	37.5604
			C	3,155.06	6,835.96	82,031.56	39.4383
			D	3,312.82	7,177.78	86,133.32	41.4103
			E	3,478.46	7,536.66	90,439.96	43.4808
2573	Assistant City Attorney*	CONF	A	6,518.51	14,123.44	169,481.26	81.4814
			B	6,844.42	14,829.58	177,954.92	85.5553
			C	7,186.65	15,571.08	186,852.90	89.8331
			D	7,545.98	16,349.62	196,195.48	94.3248
			E	7,923.27	17,167.09	206,005.02	99.0409
3338	Assistant City Engineer*	TMMBU	A	5,488.81	11,892.42	142,709.06	68.6101
			B	5,777.70	12,518.35	150,220.20	72.2213
			C	6,081.79	13,177.21	158,126.54	76.0224
			D	6,401.89	13,870.76	166,449.14	80.0236
			E	6,738.82	14,600.78	175,209.32	84.2353
1502	Assistant City Manager*	DH	Min	9,494.97	20,572.43	246,869.12	118.6871
			Max	10,183.22	22,063.64	264,763.71	127.2903
2682	Assistant Director DES*	CONF	A	6,225.58	13,488.76	161,865.08	77.8198
			B	6,536.85	14,163.18	169,958.10	81.7106
			C	6,863.69	14,871.33	178,455.95	85.7961
			D	7,206.86	15,614.86	187,378.36	90.0858
			E	7,567.21	16,395.62	196,747.46	94.5901
2635	Assistant Director Operations*	CONF	A	6,225.58	13,488.76	161,865.08	77.8198
			B	6,536.85	14,163.18	169,958.10	81.7106
			C	6,863.69	14,871.33	178,455.95	85.7961
			D	7,206.86	15,614.86	187,378.36	90.0858
			E	7,567.21	16,395.62	196,747.46	94.5901
2640	Assistant Director of Park, Recreation, and Community Services*	CONF	A	6,225.58	13,488.76	161,865.08	77.8198
			B	6,536.85	14,163.18	169,958.10	81.7106
			C	6,863.69	14,871.33	178,455.95	85.7961
			D	7,206.86	15,614.86	187,378.36	90.0858
			E	7,567.21	16,395.62	196,747.46	94.5901
2636	Assistant Director Utilities*	CONF	A	6,225.58	13,488.76	161,865.08	77.8198
			B	6,536.85	14,163.18	169,958.10	81.7106
			C	6,863.69	14,871.33	178,455.95	85.7961
			D	7,206.86	15,614.86	187,378.36	90.0858
			E	7,567.21	16,395.62	196,747.46	94.5901

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
3302	Assistant Engineer*	TMMBU	A	3,768.30	8,164.65	97,975.80	47.1038
			B	3,956.69	8,572.83	102,873.94	49.4586
			C	4,154.53	9,001.48	108,017.78	51.9316
			D	4,362.26	9,451.56	113,418.76	54.5283
			E	4,580.38	9,924.16	119,089.88	57.2548
5232	Assistant Planner	TEAMSTERS	A	3,073.73	6,659.75	79,916.98	38.4216
			B	3,227.42	6,992.74	83,912.92	40.3428
			C	3,388.79	7,342.38	88,108.54	42.3599
			D	3,558.23	7,709.50	92,513.98	44.4779
			E	3,736.14	8,094.97	97,139.64	46.7018
2580	Assistant to the City Manager*	CONF	A	5,120.40	11,094.20	133,130.40	64.0050
			B	5,376.42	11,648.91	139,786.92	67.2053
			C	5,645.25	12,231.38	146,776.50	70.5656
			D	5,927.52	12,842.96	154,115.52	74.0940
			E	6,223.91	13,485.14	161,821.66	77.7989
3333	Associate Engineer*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
3303	Associate Civil Engineer*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
3202	Associate Planner*	TMMBU	A	3,520.24	7,627.19	91,526.24	44.0030
			B	3,696.25	8,008.54	96,102.50	46.2031
			C	3,881.06	8,408.96	100,907.56	48.5133
			D	4,075.12	8,829.43	105,953.12	50.9390
			E	4,278.89	9,270.93	111,251.14	53.4861
4451	Box Office Assistant	TTSSEA	A	2,020.10	4,376.88	52,522.60	25.2513
			B	2,121.12	4,595.76	55,149.12	26.5140
			C	2,227.18	4,825.56	57,906.68	27.8398
			D	2,338.52	5,066.79	60,801.52	29.2315
			E	2,455.48	5,320.21	63,842.48	30.6935
4455	Box Office Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
3104	Budget Officer*	CONF	A	4,729.91	10,248.14	122,977.66	59.1239
			B	4,966.40	10,760.53	129,126.40	62.0800
			C	5,214.71	11,298.54	135,582.46	65.1839
			D	5,475.46	11,863.50	142,361.96	68.4433
			E	5,749.24	12,456.69	149,480.24	71.8655
5211	Building Inspector I	TEAMSTERS	A	2,758.36	5,976.45	71,717.36	34.4795
			B	2,896.27	6,275.25	75,303.02	36.2034
			C	3,041.09	6,589.03	79,068.34	38.0136
			D	3,193.15	6,918.49	83,021.90	39.9144
			E	3,352.80	7,264.40	87,172.80	41.9100

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
5212	Building Inspector II	TEAMSTERS	A	3,522.88	7,632.91	91,594.88	44.0360
			B	3,699.04	8,014.59	96,175.04	46.2380
			C	3,883.97	8,415.27	100,983.22	48.5496
			D	4,078.18	8,836.06	106,032.68	50.9773
			E	4,282.06	9,277.80	111,333.56	53.5258
5320	Building Maintenance Worker I	TEAMSTERS	A	2,341.14	5,072.47	60,869.64	29.2643
			B	2,458.21	5,326.12	63,913.46	30.7276
			C	2,581.12	5,592.43	67,109.12	32.2640
			D	2,710.18	5,872.06	70,464.68	33.8773
			E	2,845.69	6,165.66	73,987.94	35.5711
5321	Building Maintenance Worker II	TEAMSTERS	A	2,581.18	5,592.56	67,110.68	32.2648
			B	2,710.24	5,872.19	70,466.24	33.8780
			C	2,845.75	6,165.79	73,989.50	35.5719
			D	2,988.03	6,474.07	77,688.78	37.3504
			E	3,137.45	6,797.81	81,573.70	39.2181
3341	Building Official*	TMMBU	A	5,335.89	11,561.10	138,733.14	66.6986
			B	5,602.67	12,139.12	145,669.42	70.0334
			C	5,882.82	12,746.11	152,953.32	73.5353
			D	6,176.95	13,383.39	160,600.70	77.2119
			E	6,485.81	14,052.59	168,631.06	81.0726
4501	Building Permit Technician I	TTSSEA	A	2,558.04	5,542.42	66,509.04	31.9755
			B	2,685.96	5,819.58	69,834.96	33.5745
			C	2,820.24	6,110.52	73,326.24	35.2530
			D	2,961.26	6,416.06	76,992.76	37.0158
			E	3,109.33	6,736.88	80,842.58	38.8666
4502	Building Permit Technician II	TTSSEA	A	2,820.31	6,110.67	73,328.06	35.2539
			B	2,961.33	6,416.22	76,994.58	37.0166
			C	3,109.40	6,737.03	80,844.40	38.8675
			D	3,264.88	7,073.91	84,886.88	40.8110
			E	3,428.12	7,427.59	89,131.12	42.8515
1530	Chief Innovation Officer*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1506	City Attorney*	CONTRACT		10,761.81	23,317.25	279,806.97	134.5226
3110	City Clerk*	TMMBU	A	4,840.47	10,487.685	125,852.22	60.5059
			B	5,082.50	11,012.083	132,145.00	63.5313
			C	5,336.62	11,562.677	138,752.12	66.7078
			D	5,603.44	12,140.787	145,689.44	70.0430
			E	5,883.61	12,747.822	152,973.86	73.5451
1102	City Council Member*			474.93	1,029.00	12,348.00	
2681	City Engineer*	CONF	A	6,522.39	14,131.85	169,582.14	81.5299
			B	6,848.51	14,838.44	178,061.26	85.6064
			C	7,190.94	15,580.37	186,964.44	89.8868
			D	7,550.48	16,359.37	196,312.48	94.3810
			E	7,928.03	17,177.40	206,128.78	99.1004
1501	City Manager*	CONTRACT		11,406.34	24,713.73	296,564.76	142.5793
1112	City Treasurer*			496.16	1,075.01	12,900.16	

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
9107	Clerical	LS	A				16.0425
			B				16.8446
			C				17.6870
			D				18.5712
			E				19.4997
3155	Code Compliance Analyst*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
5202	Code Enforcement Officer	TEAMSTERS	A	2,849.34	6,173.57	74,082.84	35.6168
			B	2,991.80	6,482.23	77,786.80	37.3975
			C	3,141.40	6,806.37	81,676.40	39.2675
			D	3,298.46	7,146.66	85,759.96	41.2308
			E	3,463.39	7,504.01	90,048.14	43.2924
3315	Community Preservation Manager*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
5513	Community Services Officer	TEAMSTERS	A	2,488.03	5,390.73	64,688.78	31.1004
			B	2,612.43	5,660.27	67,923.18	32.6554
			C	2,743.02	5,943.21	71,318.52	34.2878
			D	2,880.19	6,240.41	74,884.94	36.0024
			E	3,024.22	6,552.48	78,629.72	37.8028
5222	Construction Inspector I	TEAMSTERS	A	3,197.46	6,927.83	83,133.96	39.9683
			B	3,357.35	7,274.26	87,291.10	41.9669
			C	3,525.20	7,637.93	91,655.20	44.0650
			D	3,701.46	8,019.83	96,237.96	46.2683
			E	3,886.56	8,420.88	101,050.56	48.5820
5223	Construction Inspector II	TEAMSTERS	A	3,525.34	7,638.24	91,658.84	44.0668
			B	3,701.61	8,020.16	96,241.86	46.2701
			C	3,886.68	8,421.14	101,053.68	48.5835
			D	4,081.05	8,842.28	106,107.30	51.0131
			E	4,285.09	9,284.36	111,412.34	53.5636
3347	Construction Project Manager*	TMMBU	A	4,400.41	9,534.22	114,410.66	55.0051
			B	4,620.42	10,010.91	120,130.92	57.7553
			C	4,851.44	10,511.45	126,137.44	60.6430
			D	5,094.00	11,037.00	132,444.00	63.6750
			E	5,348.71	11,588.86	139,066.46	66.8589
4605	Crime Analyst	TTSSEA	A	3,022.65	6,549.08	78,588.90	37.7831
			B	3,173.78	6,876.52	82,518.28	39.6723
			C	3,332.48	7,220.37	86,644.48	41.6560
			D	3,499.11	7,581.41	90,976.86	43.7389
			E	3,674.04	7,960.42	95,525.04	45.9255
5514	Crime Prevention Specialist	TEAMSTERS	A	2,577.21	5,583.96	67,007.46	32.2151
			B	2,706.10	5,863.22	70,358.60	33.8263
			C	2,841.41	6,156.39	73,876.66	35.5176
			D	2,983.45	6,464.14	77,569.70	37.2931
			E	3,132.62	6,787.34	81,448.12	39.1578

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3622	Crime Scene Property Unit Supervisor	TMMBU Non-Exempt	A	3,077.29	6,667.46	80,009.54	38.4661
			B	3,231.15	7,000.83	84,009.90	40.3894
			C	3,392.68	7,350.81	88,209.68	42.4085
			D	3,562.31	7,718.34	92,620.06	44.5289
			E	3,740.43	8,104.27	97,251.18	46.7554
5517	Crime Scene Technician	TEAMSTERS	A	2,791.12	6,047.43	72,569.12	34.8890
			B	2,930.64	6,349.72	76,196.64	36.6330
			C	3,077.19	6,667.25	80,006.94	38.4649
			D	3,231.05	7,000.61	84,007.30	40.3881
			E	3,392.61	7,350.66	88,207.86	42.4076
1108	Cultural Arts Commissioner	Stipend of \$50.00 per meeting					
3162	Cultural Arts Division Manager*	TMMBU	A	4,996.50	10,825.75	129,909.00	62.4563
			B	5,246.33	11,367.05	136,404.58	65.5791
			C	5,508.65	11,935.41	143,224.90	68.8581
			D	5,784.07	12,532.15	150,385.82	72.3009
			E	6,073.27	13,158.75	157,905.02	75.9159
4459	Cultural Arts Program Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
3524	Cultural Arts Supervisor*	TMMBU	A	3,862.14	8,367.97	100,415.64	48.2768
			B	4,055.25	8,786.38	105,436.50	50.6906
			C	4,258.02	9,225.71	110,708.52	53.2253
			D	4,470.91	9,686.97	116,243.66	55.8864
			E	4,694.46	9,338.00	112,055.96	58.6808
4461	Cultural Arts Technical Coordinator	TTSSEA	A	2,242.82	4,859.44	58,313.32	28.0353
			B	2,354.95	5,102.39	61,228.70	29.4369
			C	2,472.71	5,357.54	64,290.46	30.9089
			D	2,596.33	5,625.38	67,504.58	32.4541
			E	2,726.14	5,906.64	70,879.64	34.0768
3523	Cultural Arts Technical Supervisor*	TMMBU	A	3,206.16	6,946.68	83,360.16	40.0770
			B	3,366.48	7,294.04	87,528.48	42.0810
			C	3,534.79	7,658.71	91,904.54	44.1849
			D	3,711.54	8,041.67	96,500.04	46.3943
			E	3,897.13	8,443.78	101,325.38	48.7141
3113	Cyber Security Officer*	TMMBU	A	4,654.93	10,085.68	121,028.18	58.1866
			B	4,887.68	10,589.97	127,079.68	61.0960
			C	5,132.06	11,119.46	133,433.56	64.1508
			D	5,388.67	11,675.45	140,105.42	67.3584
			E	5,658.10	12,259.22	147,110.60	70.7263
9552	D.A.R.E Officer	LS	A				37.6430
			B				39.5267
			C				41.5035
			D				43.5735
			E				45.7574

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
2571	Deputy City Attorney I*	CONF	A	5,117.85	11,088.68	133,064.10	63.9731
			B	5,373.74	11,643.10	139,717.24	67.1718
			C	5,642.44	12,225.29	146,703.44	70.5303
			D	5,924.56	12,836.55	154,038.56	74.0570
			E	6,220.77	13,478.34	161,740.02	77.7596
2572	Deputy City Attorney II*	CONF	A	5,629.64	12,197.55	146,370.64	70.3705
			B	5,911.13	12,807.45	153,689.38	73.8891
			C	6,206.69	13,447.83	161,373.94	77.5836
			D	6,517.03	14,120.23	169,442.78	81.4629
			E	6,842.87	14,826.22	177,914.62	85.5359
4116	Deputy City Clerk	TTSSEA	A	2,975.82	6,447.61	77,371.32	37.1978
			B	3,124.62	6,770.01	81,240.12	39.0578
			C	3,280.85	7,108.51	85,302.10	41.0106
			D	3,444.90	7,463.95	89,567.40	43.0613
			E	3,617.14	7,837.14	94,045.64	45.2143
1528	Director of Community and Economic Development*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1522	Director of Finance*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1518	Director of Human Resources*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1527	Director of Mobility and Housing*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
1524	Director of Public Works*	DH	Min	7,617.48	16,504.53	198,054.35	95.2185
			Max	9,257.47	20,057.86	240,694.28	115.7184
1516	Director of Parks, Recreation and Community Services*	DH	Min	7,107.12	15,398.76	184,785.09	88.8390
			Max	8,631.79	18,702.21	224,426.49	107.8974
3208	Economic Development Analyst I*	TMMBU	A	3,246.98	7,035.12	84,421.48	40.5873
			B	3,409.32	7,386.86	88,642.32	42.6165
			C	3,579.80	7,756.23	93,074.80	44.7475
			D	3,758.78	8,144.02	97,728.28	46.9848
			E	3,946.72	8,551.23	102,614.72	49.3340
3209	Economic Development Analyst II*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
3207	Economic Development Manager*	TMMBU	A	5,077.00	11,000.17	132,002.00	63.4625
			B	5,330.84	11,550.15	138,601.84	66.6355
			C	5,597.39	12,127.68	145,532.14	69.9674
			D	5,877.26	12,734.06	152,808.76	73.4658
			E	6,171.12	13,370.76	160,449.12	77.1390
5325	Electrician	TEAMSTERS	A	3,536.49	7,662.40	91,948.74	44.2061
			B	3,713.33	8,045.55	96,546.58	46.4166
			C	3,899.01	8,447.86	101,374.26	48.7376
			D	4,093.94	8,870.20	106,442.44	51.1743
			E	4,298.64	9,313.72	111,764.64	53.7330

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9105	Engineering Intern	LS	A				21.2693
			B				22.3353
			C				23.4531
			D				24.6227
			E				25.8543
5221	Engineering Technician I	TEAMSTERS	A	2,814.71	6,098.54	73,182.46	35.1839
			B	2,955.44	6,403.45	76,841.44	36.9430
			C	3,103.21	6,723.62	80,683.46	38.7901
			D	3,258.37	7,059.80	84,717.62	40.7296
			E	3,421.31	7,412.84	88,954.06	42.7664
5225	Engineering Technician II	TEAMSTERS	A	3,103.23	6,723.67	80,683.98	38.7904
			B	3,258.39	7,059.85	84,718.14	40.7299
			C	3,421.32	7,412.86	88,954.32	42.7665
			D	3,592.40	7,783.53	93,402.40	44.9050
			E	3,771.97	8,172.60	98,071.22	47.1496
3412	Environmental Compliance Analyst*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
5424	Environmental Compliance Technician	TEAMSTERS	A	2,558.48	5,355.92	66,520.48	31.9810
			B	2,686.40	5,623.71	69,846.40	33.5800
			C	2,820.73	5,904.90	73,338.98	35.2591
			D	2,961.76	6,200.14	77,005.76	37.0220
			E	3,109.84	6,510.15	80,855.84	38.8730
5313	Equipment Mechanic I	TEAMSTERS	A	2,586.81	5,604.76	67,257.06	32.3351
			B	2,716.14	5,884.97	70,619.64	33.9518
			C	2,851.94	6,179.20	74,150.44	35.6493
			D	2,994.53	6,488.15	77,857.78	37.4316
			E	3,144.26	6,812.56	81,750.76	39.3033
5314	Equipment Mechanic II	TEAMSTERS	A	2,851.93	6,179.18	74,150.18	35.6491
			B	2,994.54	6,488.17	77,858.04	37.4318
			C	3,144.25	6,812.54	81,750.50	39.3031
			D	3,301.47	7,153.19	85,838.22	41.2684
			E	3,466.54	7,510.84	90,130.04	43.3318
4108	Executive Assistant	TTSSEA	A	2,728.29	5,911.30	70,935.54	34.1036
			B	2,864.70	6,206.85	74,482.20	35.8088
			C	3,007.94	6,517.20	78,206.44	37.5993
			D	3,158.34	6,843.07	82,116.84	39.4793
			E	3,316.25	7,185.21	86,222.50	41.4531
8108	Executive Assistant - Confidential	CONF	A	2,795.95	6,057.89	72,694.70	34.9494
			B	2,935.76	6,360.81	76,329.76	36.6970
			C	3,082.54	6,678.84	80,146.04	38.5318
			D	3,236.65	7,012.74	84,152.90	40.4581
			E	3,398.50	7,363.42	88,361.00	42.4813
2581	Executive Assistant to City Manager	CONF	A	3,202.75	6,939.29	83,271.50	40.0344
			B	3,362.87	7,286.22	87,434.62	42.0359
			C	3,531.01	7,650.52	91,806.26	44.1376
			D	3,707.57	8,033.07	96,396.82	46.3446
			E	3,892.94	8,434.70	101,216.44	48.6618

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9635	Facility Attendant	LS	A				20.4930
			B				21.5177
			C				22.5941
			D				23.7222
			E				24.9125
3107	Financial Analyst I*	TMMBU	A	3,246.98	7,035.12	84,421.48	40.5873
			B	3,409.32	7,386.86	88,642.32	42.6165
			C	3,579.80	7,756.23	93,074.80	44.7475
			D	3,758.78	8,144.02	97,728.28	46.9848
			E	3,946.72	8,551.23	102,614.72	49.3340
3108	Financial Analyst II*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
3404	Fleet Supervisor*	TMMBU	A	3,742.73	8,109.25	97,310.98	46.7841
			B	3,929.84	8,514.65	102,175.84	49.1230
			C	4,126.34	8,940.40	107,284.84	51.5793
			D	4,332.64	9,387.39	112,648.64	54.1580
			E	4,549.28	9,856.77	118,281.28	56.8660
3120	GIS Analyst *	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
4206	GIS Technician	TTSSEA	A	3,022.65	6,549.08	78,588.90	37.7831
			B	3,173.78	6,876.52	82,518.28	39.6723
			C	3,332.48	7,220.37	86,644.48	41.6560
			D	3,499.11	7,581.41	90,976.86	43.7389
			E	3,674.04	7,960.42	95,525.04	45.9255
3215	Homeless Services Manager*	TMMBU	A	4,615.45	10,000.14	120,001.70	57.6931
			B	4,846.22	10,500.14	126,001.72	60.5778
			C	5,088.54	10,941.84	131,302.04	63.6068
			D	5,342.96	11,576.41	138,916.96	66.7870
			E	5,610.10	12,155.22	145,862.60	70.1263
2511	Human Resources Analyst I*	CONF	A	3,327.51	7,209.61	86,515.26	41.5939
			B	3,493.89	7,570.10	90,841.14	43.6736
			C	3,668.57	7,948.57	95,382.82	45.8571
			D	3,852.00	8,346.00	100,152.00	48.1500
			E	4,044.60	8,763.30	105,159.60	50.5575
2512	Human Resources Analyst II*	CONF	A	3,826.53	8,290.82	99,489.78	47.8316
			B	4,017.86	8,705.36	104,464.36	50.2233
			C	4,218.74	9,140.60	109,687.24	52.7343
			D	4,429.70	9,597.68	115,172.20	55.3713
			E	4,651.19	10,077.58	120,930.94	58.1399
2562	Human Resources Manager*	CONF	A	5,120.40	11,094.20	133,130.40	64.0050
			B	5,376.42	11,648.91	139,786.92	67.2053
			C	5,645.25	12,231.38	146,776.50	70.5656
			D	5,927.52	12,842.96	154,115.52	74.0940
			E	6,223.91	13,485.14	161,821.66	77.7989

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
4301	Human Resources Technician	CONF	A	2,839.20	6,151.60	73,819.20	35.4900
			B	2,981.16	6,459.18	77,510.16	37.2645
			C	3,130.22	6,782.14	81,385.72	39.1278
			D	3,286.74	7,121.27	85,455.24	41.0843
			E	3,451.07	7,477.32	89,727.82	43.1384
4204	Information Systems Technician I	TTSSEA	A	2,628.40	5,694.87	68,338.40	32.8550
			B	2,759.82	5,979.61	71,755.32	34.4978
			C	2,897.82	6,278.61	75,343.32	36.2228
			D	3,042.71	6,592.54	79,110.46	38.0339
			E	3,194.85	6,922.18	83,066.10	39.9356
4205	Information Systems Technician II	TTSSEA	A	3,022.65	6,549.08	78,588.90	37.7831
			B	3,173.78	6,876.52	82,518.28	39.6723
			C	3,332.48	7,220.37	86,644.48	41.6560
			D	3,499.11	7,581.41	90,976.86	43.7389
			E	3,674.04	7,960.42	95,525.04	45.9255
2553	Information Technology Manager*	CONF	A	5,120.40	11,094.20	133,130.40	64.0050
			B	5,376.42	11,648.91	139,786.92	67.2053
			C	5,645.25	12,231.38	146,776.50	70.5656
			D	5,927.52	12,842.96	154,115.52	74.0940
			E	6,223.91	13,485.14	161,821.66	77.7989
3111	Information Technology Specialist*	TMMBU	A	3,627.19	7,858.91	94,306.94	45.3399
			B	3,808.57	8,251.90	99,022.82	47.6071
			C	3,998.99	8,664.48	103,973.74	49.9874
			D	4,198.92	9,097.66	109,171.92	52.4865
			E	4,408.87	9,552.55	114,630.62	55.1109
5413	Instrumentation Technician	TEAMSTERS	A	3,283.44	7,114.12	85,369.44	41.0430
			B	3,447.62	7,469.84	89,638.12	43.0953
			C	3,620.01	7,843.36	94,120.26	45.2501
			D	3,800.99	8,235.48	98,825.74	47.5124
			E	3,991.04	8,647.25	103,767.04	49.8880
9108	Intern-Generalist	LS	A				21.2693
			B				22.3353
			C				23.4531
			D				24.6227
			E				25.8543
5224	Junior Engineer	TEAMSTERS	A	3,421.18	7,412.56	88,950.68	42.7648
			B	3,592.25	7,783.21	93,398.50	44.9031
			C	3,771.84	8,172.32	98,067.84	47.1480
			D	3,960.44	8,580.95	102,971.44	49.5055
			E	4,158.47	9,010.02	108,120.22	51.9809
5423	Laboratory Quality Assurance Officer*	TMMBU	A	3,103.48	6,724.21	80,690.48	38.7935
			B	3,258.68	7,060.47	84,725.68	40.7335
			C	3,421.60	7,413.47	88,961.60	42.7700
			D	3,592.67	7,784.12	93,409.42	44.9084
			E	3,772.32	8,173.36	98,080.32	47.1540
5421	Laboratory Technician I	TEAMSTERS	A	2,554.24	5,534.19	66,410.24	31.9280
			B	2,681.92	5,810.83	69,729.92	33.5240
			C	2,816.05	6,101.44	73,217.30	35.2006
			D	2,956.84	6,406.49	76,877.84	36.9605
			E	3,104.67	6,726.79	80,721.42	38.8084

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5422	Laboratory Technician II	TEAMSTERS	A	2,815.99	6,101.31	73,215.74	35.1999
			B	2,956.79	6,406.38	76,876.54	36.9599
			C	3,104.63	6,726.70	80,720.38	38.8079
			D	3,259.85	7,063.01	84,756.10	40.7481
			E	3,422.84	7,416.15	88,993.84	42.7855
3508	Landscape Architect*	TMMBU	A	4,107.34	8,899.24	106,790.84	51.3418
			B	4,312.69	9,344.16	112,129.94	53.9086
			C	4,528.32	9,811.36	117,736.32	56.6040
			D	4,754.74	10,301.94	123,623.24	59.4343
			E	4,992.50	10,817.08	129,805.00	62.4063
4109	Legal Secretary	CONF	A	3,049.63	6,607.53	79,290.38	38.1204
			B	3,202.10	6,937.88	83,254.60	40.0263
			C	3,362.22	7,284.81	87,417.72	42.0278
			D	3,530.33	7,649.05	91,788.58	44.1291
			E	3,706.85	8,031.51	96,378.10	46.3356
9636	Lifeguard	LS	A				16.0425
			B				16.8446
			C				17.6870
			D				18.5712
			E				19.4997
9303	Maintenance Aide	LS	A				18.0608
			B				18.9612
			C				19.9031
			D				20.8967
			E				21.9420
5301	Maintenance Worker I	TEAMSTERS	A	1,903.97	4,125.27	49,503.22	23.7996
			B	1,999.18	4,331.56	51,978.68	24.9898
			C	2,099.12	4,548.09	54,577.12	26.2390
			D	2,204.08	4,775.51	57,306.08	27.5510
			E	2,314.29	5,014.30	60,171.54	28.9286
5303	Maintenance Worker II	TEAMSTERS	A	2,418.40	5,239.87	62,878.40	30.2300
			B	2,539.32	5,501.86	66,022.32	31.7415
			C	2,666.27	5,776.92	69,323.02	33.3284
			D	2,799.58	6,065.76	72,789.08	34.9948
			E	2,939.56	6,369.05	76,428.56	36.7445
3151	Management Analyst I*	TMMBU	A	3,246.98	7,035.12	84,421.48	40.5873
			B	3,409.32	7,386.86	88,642.32	42.6165
			C	3,579.80	7,756.23	93,074.80	44.7475
			D	3,758.78	8,144.02	97,728.28	46.9848
			E	3,946.72	8,551.23	102,614.72	49.3340
3152	Management Analyst II*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
4463	Marketing Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795

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	
1101	Mayor*			521.08	1,129.00	13,548.00		
3527	Media Services Supervisor	TMMBU	A	3,206.16	6,946.68	83,360.16	40.0770	
		Non-Exempt	B	3,366.48	7,294.04	87,528.48	42.0810	
			C	3,534.79	7,658.71	91,904.54	44.1849	
			D	3,711.54	8,041.67	96,500.04	46.3943	
			E	3,897.13	8,443.78	101,325.38	48.7141	
5531	Meter Reader	TEAMSTERS	A	1,649.76	3,574.48	42,893.76	20.6220	
			B	1,732.24	3,753.19	45,038.24	21.6530	
			C	1,818.85	3,940.84	47,290.10	22.7356	
			D	1,909.78	4,137.86	49,654.28	23.8723	
			E	2,005.28	4,344.77	52,137.28	25.0660	
4212	Multimedia Communications Assistant	TTSSEA	A	2,242.82	4,859.44	58,313.32	28.0353	
			B	2,354.95	5,102.39	61,228.70	29.4369	
			C	2,472.71	5,357.54	64,290.46	30.9089	
			D	2,596.33	5,625.38	67,504.58	32.4541	
			E	2,726.14	5,906.64	70,879.64	34.0768	
4210	Multimedia Communications Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849	
			B	2,804.34	6,076.07	72,912.84	35.0543	
			C	2,944.54	6,379.84	76,558.04	36.8068	
			D	3,091.77	6,698.84	80,386.02	38.6471	
			E	3,246.36	7,033.78	84,405.36	40.5795	
4105	Office Assistant	TTSSEA	A	1,836.46	3,979.00	47,747.96	22.9558	
			B	1,928.27	4,177.92	50,135.02	24.1034	
			C	2,024.70	4,386.85	52,642.20	25.3088	
			D	2,125.94	4,606.20	55,274.44	26.5743	
			E	2,232.24	4,836.52	58,038.24	27.9030	
3401	Operations Superintendent*	TMMBU	A	4,314.98	9,349.12	112,189.48	53.9373	
			B	4,530.73	9,816.58	117,798.98	56.6341	
			C	4,757.27	10,307.42	123,689.02	59.4659	
			D	4,995.14	10,822.80	129,873.64	62.4393	
			E	5,244.88	11,363.91	136,366.88	65.5610	
3405	Operations Supervisor*	TMMBU	A	3,595.32	7,789.86	93,478.32	44.9415	
			B	3,775.07	8,179.32	98,151.82	47.1884	
			C	3,963.82	8,588.28	103,059.32	49.5478	
			D	4,162.00	9,017.67	108,212.00	52.0250	
			E	4,370.10	9,468.55	113,622.60	54.6263	
4110	Paralegal	CEU	A	3,354.60	7,268.30	87,219.60	41.9325	
			B	3,522.33	7,631.72	91,580.58	44.0291	
			C	3,698.44	8,013.29	96,159.44	46.2305	
			D	3,883.37	8,413.97	100,967.62	48.5421	
			E	4,077.54	8,834.67	106,016.04	50.9693	
1107	Parks Commissioner	Stipend of \$50.00 per meeting						
3509	Parks Planning & Development Manager*	TMMBU	A	4,518.06	9,789.13	117,469.56	56.4758	
			B	4,743.96	10,278.58	123,342.96	59.2995	
			C	4,981.15	10,792.49	129,509.90	62.2644	
			D	5,230.22	11,332.14	135,985.72	65.3778	
			E	5,491.75	11,898.79	142,785.50	68.6469	

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
3507	Parks Project Coordinator*	TMMBU	A	3,571.07	7,737.32	92,847.82	44.6384
			B	3,749.63	8,124.20	97,490.38	46.8704
			C	3,937.12	8,530.43	102,365.12	49.2140
			D	4,133.98	8,956.96	107,483.48	51.6748
			E	4,340.67	9,404.79	112,857.42	54.2584
3306	Plan Check Engineer*	TMMBU	A	5,000.39	10,834.18	130,010.14	62.5049
			B	5,250.40	11,375.87	136,510.40	65.6300
			C	5,512.93	11,944.68	143,336.18	68.9116
			D	5,788.58	12,541.92	150,503.08	72.3573
			E	6,078.01	13,169.02	158,028.26	75.9751
5214	Plan Examiner I	TEAMSTERS	A	3,438.34	7,449.74	89,396.84	42.9793
			B	3,610.30	7,822.32	93,867.80	45.1288
			C	3,790.80	8,213.40	98,560.80	47.3850
			D	3,980.32	8,624.03	103,488.32	49.7540
			E	4,179.36	9,055.28	108,663.36	52.2420
5215	Plan Examiner II	TEAMSTERS	A	3,790.86	8,213.53	98,562.36	47.3858
			B	3,980.44	8,624.29	103,491.44	49.7555
			C	4,179.44	9,055.45	108,665.44	52.2430
			D	4,388.41	9,508.22	114,098.66	54.8551
			E	4,607.86	9,983.70	119,804.36	57.5983
1106	Planning Commissioner	Stipend of \$50.00 per meeting					
4506	Planning Technician	TTSSEA	A	2,770.48	6,002.71	72,032.48	34.6310
			B	2,909.02	6,302.88	75,634.52	36.3628
			C	3,054.46	6,618.00	79,415.96	38.1808
			D	3,207.20	6,948.93	83,387.20	40.0900
			E	3,367.57	7,296.40	87,556.82	42.0946
6212	Police Captain*	TPMA	A	6,293.51	13,635.94	163,631.26	78.6689
			B	6,608.20	14,317.77	171,813.20	82.6025
			C	6,938.59	15,033.61	180,403.34	86.7324
			D	7,285.52	15,785.29	189,423.52	91.0690
			E	7,649.84	16,574.65	198,895.84	95.6230
1513	Police Chief*	DH	Min	8,092.43	17,533.60	210,403.16	101.1554
			Max	9,836.43	21,312.27	255,747.28	122.9554
4603	Police Community Relations Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
6103	Police Corporal	TPOA	A	4,000.03	8,666.73	104,000.78	50.0004
			B	4,200.04	9,100.09	109,201.04	52.5005
			C	4,410.04	9,555.09	114,661.04	55.1255
			D	4,630.56	10,032.88	120,394.56	57.8820
			E	4,862.09	10,534.53	126,414.34	60.7761
4604	Police Homeless Outreach Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9501	Police Intern/Parking Enforcement Officer	LS	A				20.1825
			B				21.1968
			C				22.2525
			D				23.3600
			E				24.5295
6211	Police Lieutenant*	TPMA	A	5,446.86	11,801.57	141,618.88	68.0860
			B	5,719.22	12,391.64	148,699.72	71.4903
			C	6,005.19	13,011.25	156,134.94	75.0649
			D	6,305.45	13,661.81	163,941.70	78.8181
			E	6,620.72	14,344.89	172,138.72	82.7590
6102	Police Officer	TPOA	A	3,636.39	7,878.85	94,546.14	45.4549
			B	3,818.21	8,272.79	99,273.46	47.7276
			C	4,009.12	8,686.43	104,237.12	50.1140
			D	4,209.60	9,120.80	109,449.60	52.6200
			E	4,420.08	9,576.84	114,922.08	55.2510
9517	Police Range Master	LS	A				32.2610
			B				33.8756
			C				35.5626
			D				37.3428
			E				39.2058
4103	Police Records Assistant I	TTSSEA	A	2,276.59	4,932.61	59,191.34	28.4574
			B	2,390.43	5,179.27	62,151.18	29.8804
			C	2,509.96	5,438.25	65,258.96	31.3745
			D	2,635.43	5,710.10	68,521.18	32.9429
			E	2,767.21	5,995.62	71,947.46	34.5901
4104	Police Records Assistant II	TTSSEA	A	2,509.92	5,438.16	65,257.92	31.3740
			B	2,635.43	5,710.10	68,521.18	32.9429
			C	2,767.17	5,995.54	71,946.42	34.5896
			D	2,905.53	6,295.32	75,543.78	36.3191
			E	3,050.82	6,610.11	79,321.32	38.1353
3626	Police Records Supervisor*	TMMBU	A	3,263.13	7,070.12	84,841.38	40.7891
			B	3,426.30	7,423.65	89,083.80	42.8288
			C	3,597.60	7,794.80	93,537.60	44.9700
			D	3,777.49	8,184.56	98,214.74	47.2186
			E	3,966.35	8,593.76	103,125.10	49.5794
9551	Police Reserve	LS	A				41.9693
6105	Police Sergeant	TPOA	A	4,494.22	9,737.48	116,849.72	56.1778
			B	4,718.96	10,224.41	122,692.96	58.9870
			C	4,954.92	10,735.66	128,827.92	61.9365
			D	5,202.66	11,272.43	135,269.16	65.0333
			E	5,462.78	11,836.02	142,032.28	68.2848
2712	Police Support Operations Manager*	CONF	A	5,795.56	12,557.05	150,684.56	72.4445
			B	6,085.34	13,184.90	158,218.84	76.0668
			C	6,389.59	13,844.11	166,129.34	79.8699
			D	6,709.07	14,536.32	174,435.82	83.8634
			E	7,044.53	15,263.15	183,157.78	88.0566

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
4701	Police Support Services Technician	TTSSEA	A	2,770.48	6,002.71	72,032.48	34.6310
			B	2,909.02	6,302.88	75,634.52	36.3628
			C	3,054.46	6,618.00	79,415.96	38.1808
			D	3,207.20	6,948.93	83,387.20	40.0900
			E	3,367.57	7,296.40	87,556.82	42.0946
6101	Police Trainee (Non-Sworn)	TPOA	A	3,161.98	6,850.96	82,211.48	39.5248
9638	Pool Manager	LS	A				22.0559
			B				23.1633
			C				24.3122
			D				25.5335
			E				26.8065
9533	Professional Standards Officer	LS	A				53.7683
			B				56.4593
			C				59.2848
			D				62.2449
			E				65.3603
9110	Program Assistant	LS	Min				16.0425
			Max				26.7237
9231	Project Specialist I	LS	Min				16.0425
			Max				51.7604
9232	Project Specialist II	LS	Min				51.7707
			Max				145.9247
5518	Property and Evidence Technician	TEAMSTERS	A	2,455.21	5,319.62	63,835.46	30.6901
			B	2,577.96	5,585.58	67,026.96	32.2245
			C	2,706.87	5,864.89	70,378.62	33.8359
			D	2,842.21	6,158.12	73,897.46	35.5276
			E	2,984.31	6,466.01	77,592.06	37.3039
2585	Public Information Officer*	CONF	A	3,826.53	8,290.82	99,489.78	47.8316
			B	4,017.86	8,705.36	104,464.36	50.2233
			C	4,218.74	9,140.60	109,687.24	52.7343
			D	4,429.70	9,597.68	115,172.20	55.3713
			E	4,651.19	10,077.58	120,930.94	58.1399
3623	Public Safety Dispatch Supervisor*	TMMBU	A	3,786.70	8,204.52	98,454.20	47.3338
			B	3,976.03	8,614.73	103,376.78	49.7004
			C	4,174.85	9,045.51	108,546.10	52.1856
			D	4,383.58	9,497.76	113,973.08	54.7948
			E	4,602.77	9,972.67	119,672.02	57.5346
5502	Public Safety Dispatcher I	TEAMSTERS	A	2,836.48	6,145.71	73,748.48	35.4560
			B	2,978.29	6,452.96	77,435.54	37.2286
			C	3,127.20	6,775.60	81,307.20	39.0900
			D	3,283.56	7,114.38	85,372.56	41.0445
			E	3,447.76	7,470.15	89,641.76	43.0970
5503	Public Safety Dispatcher II	TEAMSTERS	A	3,120.87	6,761.89	81,142.62	39.0109
			B	3,276.90	7,099.95	85,199.40	40.9613
			C	3,440.75	7,454.96	89,459.50	43.0094
			D	3,612.78	7,827.69	93,932.28	45.1598
			E	3,793.43	8,219.10	98,629.18	47.4179

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
9512	Public Safety Dispatcher II - Per Diem	LS	A				34.2689
			B				35.9870
			C				37.7879
			D				39.6716
			E				41.6588
3214	Real Property Agent*	TMMBU	A	3,571.07	7,737.32	92,847.82	44.6384
			B	3,749.63	8,124.20	97,490.38	46.8704
			C	3,937.12	8,530.43	102,365.12	49.2140
			D	4,133.98	8,956.96	107,483.48	51.6748
			E	4,340.67	9,404.79	112,857.42	54.2584
9631	Recreation Leader I	LS	A				16.0425
			B				16.8446
			C				17.6870
			D				18.5712
			E				19.4997
9632	Recreation Leader II	LS	A				19.4477
			B				20.4206
			C				21.4452
			D				22.5113
			E				23.6394
9633	Recreation Leader III	LS	A				22.0559
			B				23.1633
			C				24.3122
			D				25.5335
			E				26.8065
4401	Recreation Program Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
3513	Recreation Services Manager*	TMMBU	A	4,248.32	9,204.69	110,456.32	53.1040
			B	4,460.76	9,664.98	115,979.76	55.7595
			C	4,683.79	10,148.21	121,778.54	58.5474
			D	4,917.99	10,655.65	127,867.74	61.4749
			E	5,163.88	11,188.41	134,260.88	64.5485
3505	Recreation Services Supervisor*	TMMBU	A	3,862.13	8,367.95	100,415.38	48.2766
			B	4,055.24	8,786.35	105,436.24	50.6905
			C	4,258.01	9,225.69	110,708.26	53.2251
			D	4,470.90	9,686.95	116,243.40	55.8863
			E	4,694.44	10,171.29	122,055.44	58.6805
9626	Recreation Specialized Instructor	LS	Min Max				16.0425 55.0724
4113	Senior Account Clerk	TTSSEA	A	2,483.08	5,380.01	64,560.08	31.0385
			B	2,607.23	5,649.00	67,787.98	32.5904
			C	2,737.60	5,931.47	71,177.60	34.2200
			D	2,874.48	6,228.04	74,736.48	35.9310
			E	3,018.19	6,539.41	78,472.94	37.7274

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
3105	Senior Accountant*	TMMBU	A	4,013.46	8,695.83	104,349.96	50.1683
			B	4,214.15	9,130.66	109,567.90	52.6769
			C	4,424.85	9,587.18	115,046.10	55.3106
			D	4,646.10	10,066.55	120,798.60	58.0796
			E	4,878.41	10,569.89	126,838.66	60.9801
4202	Senior Accounting Technician	TTSSEA	A	3,219.81	6,976.26	83,715.06	40.2476
			B	3,380.81	7,325.09	87,901.06	42.2601
			C	3,549.86	7,691.36	92,296.36	44.3733
			D	3,727.36	8,075.95	96,911.36	46.5920
			E	3,913.74	8,479.77	101,757.24	48.9218
5323	Senior Building Maintenance Worker	TEAMSTERS	A	2,845.55	6,165.36	73,984.30	35.5694
			B	2,987.81	6,473.59	77,683.06	37.3476
			C	3,137.19	6,797.25	81,566.94	39.2149
			D	3,294.07	7,137.15	85,645.82	41.1759
			E	3,458.79	7,494.05	89,928.54	43.2349
3304	Senior Civil Engineer*	TMMBU	A	5,000.52	10,834.46	130,013.52	62.5065
			B	5,250.54	11,376.17	136,514.04	65.6318
			C	5,513.08	11,945.01	143,340.08	68.9135
			D	5,788.73	12,542.25	150,506.98	72.3591
			E	6,078.17	13,169.37	158,032.42	75.9771
5315	Senior Equipment Mechanic	TEAMSTERS	A	3,137.15	6,797.16	81,565.90	39.2144
			B	3,293.99	7,136.98	85,643.74	41.1749
			C	3,458.69	7,493.83	89,925.94	43.2336
			D	3,631.62	7,868.51	94,422.12	45.3953
			E	3,813.20	8,261.93	99,143.20	47.6650
4208	Senior Information Systems Technician	TTSSEA	A	3,324.91	7,203.97	86,447.66	41.5614
			B	3,491.16	7,564.18	90,770.16	43.6395
			C	3,665.72	7,942.39	95,308.72	45.8215
			D	3,849.01	8,339.52	100,074.26	48.1126
			E	4,041.45	8,756.48	105,077.70	50.5181
9637	Senior Lifeguard	LS	A				19.4477
			B				20.4206
			C				21.4452
			D				22.5113
			E				23.6394
5305	Senior Maintenance Worker	TEAMSTERS	A	2,662.40	5,768.53	69,222.40	33.2800
			B	2,795.50	6,056.92	72,683.00	34.9438
			C	2,935.25	6,359.77	76,317.28	36.6910
			D	3,082.05	6,677.78	80,133.30	38.5256
			E	3,236.14	7,011.64	84,139.64	40.4518
3203	Senior Planner*	TMMBU	A	4,286.61	9,287.66	111,451.86	53.5826
			B	4,500.94	9,752.04	117,024.44	56.2618
			C	4,726.00	10,239.67	122,876.00	59.0750
			D	4,962.30	10,751.65	129,019.80	62.0288
			E	5,210.41	11,289.22	135,470.66	65.1301
4410	Senior Police Records Assistant	TTSSEA	A	2,767.22	5,995.64	71,947.72	34.5903
			B	2,905.61	6,295.49	75,545.86	36.3201
			C	3,050.85	6,610.18	79,322.10	38.1356
			D	3,203.40	6,940.70	83,288.40	40.0425
			E	3,363.56	7,287.71	87,452.56	42.0445

City of Tracy
Master Salary Schedule

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
5520	Senior Property & Evidence Technician	TEAMSTERS	A	2,700.72	5,851.56	70,218.72	33.7590
			B	2,835.76	6,144.15	73,729.76	35.4470
			C	2,977.55	6,451.36	77,416.30	37.2194
			D	3,126.42	6,773.91	81,286.92	39.0803
			E	3,282.74	7,112.60	85,351.24	41.0343
5504	Senior Public Safety Dispatcher	TEAMSTERS	A	3,440.60	7,454.63	89,455.60	43.0075
			B	3,612.64	7,827.39	93,928.64	45.1580
			C	3,793.26	8,218.73	98,624.76	47.4158
			D	3,982.93	8,629.68	103,556.18	49.7866
			E	4,182.10	9,061.22	108,734.60	52.2763
5356	Senior Utilities Worker	TEAMSTERS	A	2,796.02	6,058.04	72,696.52	34.9503
			B	2,935.69	6,360.66	76,327.94	36.6961
			C	3,082.40	6,678.53	80,142.40	38.5300
			D	3,236.99	7,013.48	84,161.74	40.4624
			E	3,397.75	7,361.79	88,341.50	42.4719
9109	Summer Student Intern	LS				16.0425	
3343	Supervising Building Inspector*	TMMBU	A	4,107.34	8,899.24	106,790.84	51.3418
			B	4,312.69	9,344.16	112,129.94	53.9086
			C	4,528.32	9,811.36	117,736.32	56.6040
			D	4,754.74	10,301.94	123,623.24	59.4343
			E	4,992.50	10,817.08	129,805.00	62.4063
3345	Supervising Construction Inspector	TMMBU Non-Exempt	A	4,000.37	8,667.47	104,009.62	50.0046
			B	4,200.38	9,100.82	109,209.88	52.5048
			C	4,410.40	9,555.87	114,670.40	55.1300
			D	4,630.91	10,033.64	120,403.66	57.8864
			E	4,862.46	10,535.33	126,423.96	60.7807
3117	System Administrator*	TMMBU	A	3,733.94	8,090.20	97,082.44	46.6743
			B	3,920.63	8,494.70	101,936.38	49.0079
			C	4,116.66	8,919.43	107,033.16	51.4583
			D	4,322.50	9,365.42	112,385.00	54.0313
			E	4,538.63	9,833.70	118,004.38	56.7329
9361	Theatre Technician	LS	A				30.7499
			B				32.2817
			C				33.8963
			D				35.5937
			E				37.3739
4420	Transit Coordinator	TTSSEA	A	2,670.79	5,786.71	69,440.54	33.3849
			B	2,804.34	6,076.07	72,912.84	35.0543
			C	2,944.54	6,379.84	76,558.04	36.8068
			D	3,091.77	6,698.84	80,386.02	38.6471
			E	3,246.36	7,033.78	84,405.36	40.5795
3515	Transit Manager*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
1109	Transportation Commissioner			Stipend of \$50.00 per meeting			

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
3424	Utilities Laboratory Superintendent*	TMMBU	A	4,314.98	9,349.12	112,189.48	53.9373
			B	4,530.73	9,816.58	117,798.98	56.6341
			C	4,757.27	10,307.42	123,689.02	59.4659
			D	4,995.14	10,822.80	129,873.64	62.4393
			E	5,244.88	11,363.91	136,366.88	65.5610
3417	Utilities Laboratory Supervisor*	TMMBU	A	3,805.03	8,244.23	98,930.78	47.5629
			B	3,995.28	8,656.44	103,877.28	49.9410
			C	4,195.05	9,089.28	109,071.30	52.4381
			D	4,404.80	9,543.73	114,524.80	55.0600
			E	4,625.04	10,020.92	120,251.04	57.8130
5350	Utilities Worker I	TEAMSTERS	A	1,998.42	4,329.91	51,958.92	24.9803
			B	2,098.57	4,546.90	54,562.82	26.2321
			C	2,203.09	4,773.36	57,280.34	27.5386
			D	2,313.77	5,013.17	60,158.02	28.9221
			E	2,430.60	5,266.30	63,195.60	30.3825
5353	Utilities Worker II	TEAMSTERS	A	2,538.65	5,500.41	66,004.90	31.7331
			B	2,666.03	5,776.40	69,316.78	33.3254
			C	2,798.66	6,063.76	72,765.16	34.9833
			D	2,939.20	6,368.27	76,419.20	36.7400
			E	3,085.90	6,686.12	80,233.40	38.5738
3403	Utility Line Maintenance Superintendent*	TMMBU	A	4,396.39	9,525.51	114,306.14	54.9549
			B	4,616.19	10,001.75	120,020.94	57.7024
			C	4,847.01	10,501.86	126,022.26	60.5876
			D	5,089.35	11,026.93	132,323.10	63.6169
			E	5,343.82	11,578.28	138,939.32	66.7978
3423	Utility Maintenance Superintendent*	TMMBU	A	4,477.76	9,701.81	116,421.76	55.9720
			B	4,701.64	10,186.89	122,242.64	58.7705
			C	4,936.72	10,696.23	128,354.72	61.7090
			D	5,183.56	11,231.05	134,772.56	64.7945
			E	5,442.73	11,792.58	141,510.98	68.0341
3419	Utility Maintenance Supervisor*	TMMBU	A	3,987.55	8,639.69	103,676.30	49.8444
			B	4,186.92	9,071.66	108,859.92	52.3365
			C	4,396.27	9,525.25	114,303.02	54.9534
			D	4,616.08	10,001.51	120,018.08	57.7010
			E	4,846.89	10,501.60	126,019.14	60.5861
5411	Utility Mechanic I	TEAMSTERS	A	2,990.82	6,480.11	77,761.32	37.3853
			B	3,140.36	6,804.11	81,649.36	39.2545
			C	3,297.37	7,144.30	85,731.62	41.2171
			D	3,462.24	7,501.52	90,018.24	43.2780
			E	3,635.34	7,876.57	94,518.84	45.4418
5412	Utility Mechanic II	TEAMSTERS	A	3,295.48	7,140.21	85,682.48	41.1935
			B	3,460.26	7,497.23	89,966.76	43.2533
			C	3,633.27	7,872.09	94,465.02	45.4159
			D	3,814.94	8,265.70	99,188.44	47.6868
			E	4,005.69	8,679.00	104,147.94	50.0711
5404	Utility Operator	TEAMSTERS	A	4,032.24	8,736.52	104,838.24	50.4030
			B	4,233.81	9,173.26	110,079.06	52.9226
			C	4,445.51	9,631.94	115,583.26	55.5689
			D	4,667.80	10,113.57	121,362.80	58.3475
			E	4,901.18	10,619.22	127,430.68	61.2648

City of Tracy
Master Salary Schedule

DRAFT Effective 03/10/2024

Class Code	Position Title	Unit	Step	Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
3422	Wastewater Operations Superintendent*	TMMBU	A	4,477.76	9,701.81	116,421.76	55.9720
			B	4,701.64	10,186.89	122,242.64	58.7705
			C	4,936.72	10,696.23	128,354.72	61.7090
			D	5,183.56	11,231.05	134,772.56	64.7945
			E	5,442.73	11,792.58	141,510.98	68.0341
5405	Wastewater Treatment Plant Operator I	TEAMSTERS	A	2,834.55	6,141.53	73,698.30	35.4319
			B	2,976.27	6,448.59	77,383.02	37.2034
			C	3,125.08	6,771.01	81,252.08	39.0635
			D	3,281.34	7,109.57	85,314.84	41.0168
			E	3,445.42	7,465.08	89,580.92	43.0678
5406	Wastewater Treatment Plant Operator II	TEAMSTERS	A	3,125.18	6,771.22	81,254.68	39.0648
			B	3,281.41	7,109.72	85,316.66	41.0176
			C	3,445.48	7,465.21	89,582.48	43.0685
			D	3,617.78	7,838.52	94,062.28	45.2223
			E	3,798.68	8,230.47	98,765.68	47.4835
5407	Wastewater Treatment Plant Operator III	TEAMSTERS	A	3,439.17	7,451.54	89,418.42	42.9896
			B	3,611.08	7,824.01	93,888.08	45.1385
			C	3,791.65	8,215.24	98,582.90	47.3956
			D	3,981.26	8,626.06	103,512.76	49.7658
			E	4,180.31	9,057.34	108,688.06	52.2539
3421	Water Operations Superintendent*	TMMBU	A	4,439.03	9,617.90	115,414.78	55.4879
			B	4,660.97	10,098.77	121,185.22	58.2621
			C	4,894.03	10,603.73	127,244.78	61.1754
			D	5,138.72	11,133.89	133,606.72	64.2340
			E	5,395.65	11,690.58	140,286.90	67.4456
9351	Water Patrol Aide	LS	A				18.3195
			B				19.2407
			C				20.1929
			D				21.2072
			E				22.2629
3415	Water Resources and Compliance Manager*	TMMBU	A	4,159.68	9,012.64	108,151.68	51.9960
			B	4,367.64	9,463.22	113,558.64	54.5955
			C	4,586.04	9,936.42	119,237.04	57.3255
			D	4,815.33	10,433.22	125,198.58	60.1916
			E	5,056.09	10,954.86	131,458.34	63.2011
5401	Water Treatment Plant Operator I	TEAMSTERS	A	3,020.00	6,543.33	78,520.00	37.7500
			B	3,171.00	6,870.50	82,446.00	39.6375
			C	3,329.55	7,214.03	86,568.30	41.6194
			D	3,496.02	7,574.71	90,896.52	43.7003
			E	3,670.81	7,953.42	95,441.06	45.8851
5402	Water Treatment Plant Operator II	TEAMSTERS	A	3,329.63	7,214.20	86,570.38	41.6204
			B	3,496.12	7,574.93	90,899.12	43.7015
			C	3,670.93	7,953.68	95,444.18	45.8866
			D	3,854.45	8,351.31	100,215.70	48.1806
			E	4,047.18	8,768.89	105,226.68	50.5898
5403	Water Treatment Plant Operator III	TEAMSTERS	A	3,664.15	7,938.99	95,267.90	45.8019
			B	3,847.36	8,335.95	100,031.36	48.0920
			C	4,039.74	8,752.77	105,033.24	50.4968
			D	4,241.72	9,190.39	110,284.72	53.0215
			E	4,453.80	9,649.90	115,798.80	55.6725

~~March 2024~~ ~~January 2021~~

FLSA: Exempt

CLASS CODE: 3510

BARGAINING UNIT: TMMBU

AIRPORT MANAGER

DEFINITION

Under general direction, plans, organizes, manages and oversees the daily operations, security, and facilities maintenance of the Tracy Municipal Airport; provides direction and supervision to airport maintenance and operations staff; manages and administers policies and procedures for lease of airport facilities; serves as a professional and technical resource to the Director ~~of Parks and Recreation~~; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from assigned supervisory or management staff. Exercises direct and general supervision over assigned staff.

CLASS CHARACTERISTICS

This is a management classification responsible for planning, organizing, reviewing, and evaluating the day to day operations, security, and facilities maintenance of the Tracy Municipal Airport. Responsibilities include developing and implementing policies and procedures for assigned programs, budget administration and reporting, and program evaluation. Serves 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.

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.

- Manages, oversees, and coordinates the day-to-day activities, functions and staff of department programs and activities including the maintenance and operation of airport facilities and infrastructure, administration of contracts for lease of airport facilities, and customer and public relations.
- Participates in the development and implementation of goals, objectives, policies, and priorities for the department; recommends within department policy, appropriate ~~services~~ service, and staffing levels; recommends and administers policies and procedures.
- Participates in the development, administration, and oversight of department budget.
- Develops and standardizes procedures and methods to improve and continuously monitor 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 and makes recommendations for improvement.
- Participates in the selection of, trains, motivates, and evaluates assigned personnel; works with employees to correct deficiencies; recommends and implements discipline and termination procedures.
- Inspects and monitors airport facilities and grounds to prevent hazardous conditions and ensure compliance with Federal Aviation Administration and Transportation Security Administration rules and regulations.
- Develops and administers airport leases, ~~licenses~~ licenses, and agreements; prepares recommendations for Director's review; develops and processes contracts, and monitors compliance with airport lease terms.

- Recommends rental rates and user fees for airport properties, facilities, and other activities.
- Evaluates requests for property improvements; reviews possible restrictions on future use and integration with Airport Master Plan; and prepares recommendations for director's review.
- Prepares and solicits Requests for Proposals and processes bid specifications on properties and vendors; evaluates proposals; and prepares recommendations for director review.
- Schedules, coordinates and evaluates proposed remodeling and repairs on tenant property; inspects buildings; determines maintenance priorities; and projects long term needs.
- Coordinates airport operations and maintenance with other City departments and outside public and private agencies.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- 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.
- Administrative principles, practices, and methods including goal setting, program development, implementation and evaluation, policy and procedure development, quality control, and work standards.
- Methods of administrative problem solving and the implementation of effective solutions.
- Applicable federal, ~~state~~state, and local laws, rules, regulations, and ordinances relevant to the assigned areas of responsibility including airport management, operations, ~~safety~~safety, and security.
- Public agency budget development and administrative practices related to the functions assigned.
- Principles and practices of contract preparation, negotiation and administration including the development of procedures to assure compliance and conformity within the terms of the contract.
- Principles and practices of airport operations management, aviation industry standards, policies, and rules.
- Principles of project management and planning.
- Business development, property management, facilities maintenance, and noise abatement requirements and procedures.
- Principles and techniques of marketing, public relations, and community relations relative to airport services and operations.
- 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.
- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Analyze and evaluate complex financial, ~~budgeting~~budgeting, and administrative problems, and develop, recommend, and implement effective solutions.

- Direct the formulation, ~~implementation~~implementation, and interpretation of administrative, budget, personnel, real property, fleet, and facilities policies and procedures.
- Develop short-term and long-range plans to anticipate service needs for the City.
- Direct implementation of information technology solutions that will improve business practices.
- Develop and recommend effective courses of action to satisfy customer needs.
- Prepare budgets, monitor expenditures and revenues, and identify and effectively utilize all available resources.
- Ensure conformance with applicable laws and regulations governing the business of the Department; make difficult decisions and award contracts impartially and objectively.
- Coordinate departmental services with City departments and public/private agencies.
- 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.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Use tact, initiative, prudence, and independent judgment within general policy, and procedural, guidelines.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

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

Equivalent to a bachelor's degree in public, business, or aviation, administration, or a closely related field and four (4) years of responsible administrative experience in airport operations which included responsibility for contracts and budget administration and at least one (1) year of lead or 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, and to operate a motor vehicle to visit various airport facilities 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 from 10 to 50 pounds with the use of proper equipment.

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.

~~August 2020~~ ~~March 2024~~

FLSA: ASSISTANT - EXEMPT

ASSOCIATE CIVIL – EXEMPT

CLASS CODE: 3302/3303

BARGAINING UNIT: TMMBU

ASSISTANT ENGINEER ASSOCIATE CIVIL ENGINEER

DEFINITION

Under general supervision or general direction, performs various professional field and office engineering work related to the management, planning, design, construction, and maintenance of the City's Capital Improvement Program (CIP), land development, traffic engineering, infrastructure, and daily departmental operations; provides project management and administration; confers with developers, contractors, and representatives of other agencies regarding facility and infrastructure development; administers professional services and construction contracts; administers Federal and State grant funds associated with construction projects; provides professional staff assistance to ~~higher level supervisor and/or manager~~~~the Assistant Director of Development Services/City Engineer~~, other departments, and the public in areas of expertise; performs a variety of studies and prepares and presents staff reports; and performs related duties, as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision (Assistant Engineer) or general direction (Associate Civil Engineer) from assigned supervisory or management personnel. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

Assistant Engineer: This is the first working level classification in the professional engineering series. Initially under close supervision, incumbents with basic experience learn City systems, operations, practices, and procedures. As experience is gained, assignments become more varied and are performed with greater independence. Assignments may vary with the skill and training of the incumbent. Positions at this level perform many of the duties required of the positions at the Associate Civil ~~level, but~~ ~~level but~~ are not expected to function at the same skill level, exercise less independent discretion and judgment in matters related to work procedures and methods, and work product requires review, seal, and signature of a registered Professional Engineer.

Associate Civil Engineer: This is the journey-level classification in the professional engineering series. Positions at this level are distinguished from the Assistant level by the performance of the full range of duties as assigned, working independently, exercising judgment and initiative, and assuming project management responsibility for larger and more complex CIP and infrastructure projects. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. Work may be reviewed upon completion for compliance with City policies and procedures, but incumbents have authority to sign and seal their own work product as registered Professional Engineers. This class is distinguished from the Senior Civil Engineer in that the latter is the advanced journey and full supervisory level in the series, and is responsible for organizing, assigning, and reviewing the work of departmental and/or contract staff involved in a major area of the Engineering division, in addition to possessing a highly-developed and clearly-distinguishable skillset in particular areas of expertise and/or performing the most complex and difficult engineering and project management activities.

Positions in the professional engineering class series are flexibly staffed and positions at the Associate Civil level are normally filled by advancement from the Assistant level after gaining the knowledge, skill, experience, and licensure which meet the qualifications for and after demonstrating the ability to perform the work of the higher-level class.

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.

Some duties and functions may be performed by positions at the Assistant-level in a learning capacity:

- Plans, designs, and inspects all phases of civil engineering public works construction projects, including defining the scope of the project; coordinating with permitting and public utility agencies; performing historical document research and review; surveying and engineering analysis of alternatives; preparing plans, specifications, and cost estimates; performing research, map, and field studies and surveys; drafting site plans with specialized computer software; applying engineering principles and practices to specific problems; coordinating construction schedules with other projects and agencies; preparing and reviewing cost estimates; and inspecting construction of projects to ensure compliance with construction documents; and performs related planning and design work.
- Reviews construction plans prepared by consulting engineers and private contractors to verify compliance with City, State, Federal, and/or industry standards and requirements for public works infrastructure; checks plans for conformance with regulations regarding line, grade, size, elevation, and location of structures; reviews engineering calculations of other engineers or engineering technicians; participates in pre-design, construction, and utility coordination meetings and issues construction permits.
- Provides construction administration, public relations, management, and inspection of public works construction projects, including coordinating work with other City departments and agencies, ~~reviewing~~ reviewing, and inspecting work to preserve public safety and ensure conformance with plans and specifications, tracking and maintaining all project accounting, coordinating schedules, and providing public notices of projects.
- Investigates field problems affecting property owners, contractors, and maintenance operations; responds to citizen inquiries and complaints; provides information to the public at the front counter in person, via telephone, or other means of communication regarding grading, encroachment permits, right-of-way and property line information, utility information, slope stability, drainage, and groundwater issues.
- Reviews encroachment permit applications for release and approval; verifies that technical staff obtained the insurance certificate, that the traffic control plans were reviewed by traffic and determines encroachment permit bond amount if applicable.
- Assists and/or performs traffic engineering studies, such as speed and traffic surveys and traffic counts; reviews and approves transportation permits; reviews and prepares traffic signal plans, and sign and striping plans.
- Tracks grant funded projects and their requirements; processes paperwork ensuring compliance with all grant requirements; keeps track of all rules and regulations stipulated by the grant; files reimbursements for ~~grants, and~~ grants and performs record keeping of grant funded projects.
- Processes and reviews development projects, such as subdivisions, and prepares and reviews legal descriptions, improvement plans, and related documents.
- Attends meetings, conferences, workshops, and training sessions and reviews publications and audio-visual materials to become and remain current on principles, practices, and new developments in assigned work areas.
- Prepares reports and makes recommendations; may make presentations to committees and the City Council.
- Prepares and submits grant applications.

- Represents the City with groups, organizations, committees, professional groups, other public agencies, and the public.
- Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities.
- Provides technical and functional direction and training to other engineering, technical, or contract staff, when acting in a project manager capacity.
- Performs other duties as assigned.

QUALIFICATIONS

Some knowledge, skills, and abilities may be performed by positions at the Assistant-level in a learning capacity:

Knowledge of:

- Civil engineering principles, techniques, policies, and procedures.
- Methods, materials, and techniques used in the construction of public works projects, including water and wastewater systems, stormwater, street, and traffic systems design.
- Principles, practices, procedures, and standards related to City public works, engineering infrastructure development and maintenance, and surveying.
- Principles and practices of capital improvement program budgeting, cost estimation, funding, project management, and contract administration.
- General design, layout, and construction practices for public improvements such as streets, storm drains, grading, and landscaping.
- Subdivision engineering, plan review, mapping, and construction practices.
- Bidding requirements for public works projects.
- Project management and contract administration principles and techniques, especially in a public agency setting.
- Engineering plan types, review practices, and permit filing and approval procedures.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Modern office practices and technology, including personal computer hardware and software applications related to the work, such as computer-aided drafting (CAD) concepts and applications, and Geographic Information Systems (GIS) programs.
- Modern developments, current literature, and sources of information regarding engineering.
- Principles of advanced mathematics and their application to engineering work.
- Practices of researching engineering and design issues, evaluating alternatives, making sound recommendations, and preparing and presenting effective staff reports.
- Methods and techniques of effective technical report preparation and presentation.
- Techniques for providing a high level of customer service by effectively dealing with the public, 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:

- Oversee and administer CIP projects through completion on-time and within budget.
- Design engineering projects.

- Conduct complex civil engineering research projects, analyze complex problems, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Prepare, analyze, understand, and interpret engineering construction plans, specifications, and other contract documents, and determine conformance with applicable laws and standards.
- Conduct comprehensive engineering studies and prepare reports with recommendations.
- Analyze, interpret, ~~summarizes~~ summarize, and present administrative and technical information and data in an effective manner, including written reports.
- Assist in and develop and administer contracts for professional services and construction in a public agency setting.
- Perform mathematical and engineering computations with precision.
- Recognize discrepancies from as-built to contract specifications and recommend reconciliation.
- Make engineering design computations and check, design, and prepare engineering plans and studies.
- Effectively represent the department and the City in meetings with governmental agencies, community groups, and various business, professional, and regulatory ~~organizations~~ organizations, and individuals.
- Direct the work of contract consultants.
- Establish and maintain a variety of filing, record-keeping, and tracking systems.
- Make sound, independent decisions within established policy and procedural guidelines.
- 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.
- 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:

Assistant/Associate Civil Engineer: Equivalent to a bachelor's degree in civil engineering, or a closely related engineering field.

Assistant Engineer: Two (2) years of increasingly responsible professional engineering experience performed in a learning or training capacity at a level equivalent to the class of Junior Engineer with the City of Tracy.

Associate Civil Engineer: Two (2) years of responsible professional engineering experience equivalent to Assistant Engineer with the City of Tracy.

Licenses and Certifications:

Assistant/Associate Civil Engineer:

- 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.

Assistant Engineer:

- Possession of a valid certification as an Engineer-In-Training issued by the State of California is highly desirable.

Associate Civil Engineer:

- Possession of valid registration as a Professional Engineer issued by the State of California.

PHYSICAL DEMANDS

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

ENVIRONMENTAL CONDITIONS

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

DISASTER SERVICE WORKER

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



ASSISTANT DIRECTOR-OPERATIONS

DEFINITION

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

SUPERVISION RECEIVED AND EXERCISED

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

CLASS CHARACTERISTICS

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

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

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

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

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

QUALIFICATIONS

Knowledge of:

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

- The structure and content of the English language to perform the work.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

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

Education and Experience:

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

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

Licenses and Certifications:

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

PHYSICAL DEMANDS

Must possess mobility to perform inspections in the field and to operate a motor vehicle to visit and inspect City sites, including traversing uneven terrain, climbing ladders, stairs, and other access points;

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

ENVIRONMENTAL CONDITIONS

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

WORKING CONDITIONS

N/A

DISASTER SERVICE WORKER

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



ASSISTANT DIRECTOR – PARKS, RECREATION AND COMMUNITY SERVICES

DEFINITION

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

SUPERVISION RECEIVED AND EXERCISED

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

CLASS CHARACTERISTICS

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

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

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

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

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

QUALIFICATIONS

Knowledge of:

- Principles and practices of employee supervision, including work planning, assignment review and evaluation, discipline, and the training of staff in work procedures.
- Principles and practices of leadership.
- Organization and management practices as applied to the development, analysis, and evaluation of related programs, policies, and department needs.
- Principles and practices of budget development and administration.
- Principles and practices of contract administration and evaluation.
- Applicable Federal, State, and local laws, codes, and regulations concerning the operation of the department.
- Practices of researching issues relevant to the department, evaluating alternatives, making sound recommendations, and preparing and presenting effective staff reports.
- General principles of risk management related to the functions of the assigned area.
- Recent and on-going developments, current literature, and sources of information related to the department.
- Safety principles and practices.
- Contract management practices in a public agency setting.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language to perform the work.

- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Ability to:

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

Education and Experience:

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

Equivalent to a bachelor's degree from an accredited college or university with major coursework in recreation administration, public administration, business administration, or a related field and two (2) years of responsible management experience parks and/or community services programs.

Licenses and Certifications:

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

PHYSICAL DEMANDS

Must possess mobility to perform inspections in the field and to operate a motor vehicle to visit and inspect City sites, including traversing uneven terrain, climbing ladders, stairs, and other access points; vision to read printed materials and a computer screen; and hearing and speech to communicate in person,

before groups, and over the telephone. Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; this is usually a sedentary office classification although standing and walking between work areas and to conduct inspections is frequently required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 40 pounds.

ENVIRONMENTAL CONDITIONS

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

WORKING CONDITIONS

N/A

DISASTER SERVICE WORKER

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



ASSISTANT DIRECTOR-UTILITIES

DEFINITION

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

SUPERVISION RECEIVED AND EXERCISED

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

CLASS CHARACTERISTICS

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

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

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

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

efficiency and effectiveness of assigned programs, service delivery methods, and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and recommends to the Director.

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

QUALIFICATIONS

Knowledge of:

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

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

Ability to:

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

Education and Experience:

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

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

Licenses and Certifications:

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

PHYSICAL DEMANDS

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

ENVIRONMENTAL CONDITIONS

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

WORKING CONDITIONS

N/A

DISASTER SERVICE WORKER

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

**~~ASSISTANT DIRECTOR OF DEVELOPMENT SERVICES~~/CITY ENGINEER****DEFINITION**

Under administrative direction, plans, organizes, oversees, coordinates, and reviews the work of staff performing difficult and complex professional and technical engineering support; 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; develops and administers short- and long-range engineering activities; manages the effective use of assigned resources to improve organizational productivity and customer service; provides complex and responsible support to the Director ~~of Development Services~~ on engineering matters; and performs related duties, as assigned.

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 an Assistant Department Director level classification ~~in the Development Services Department~~. The incumbent oversees, directs, and participates in major activities and programs of the Engineering Division ~~of the Development Services Department~~, and is responsible for providing professional-level support to the Director ~~of Development Services~~ in a variety of areas. Assists in short- and long-term planning, development, and administration of departmental policies, ~~procedures~~procedures, and services. Successful performance of the work requires an extensive professional background as well as skill in coordinating departmental work with that of other City departments and public agencies. Responsibilities include performing and directing many of the department's day-to-day administrative functions. This class is distinguished from the Director ~~of Development Services in ins~~ that the latter has overall responsibility for all ~~department~~development services 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.

- Assumes management responsibility for major ~~development services~~assigned functions and activities, including all CIP planning, design, and construction, permitting and land development services, construction inspection, and real property management.
- Manages and participates in the development and implementation of goals, objectives, policies, and priorities for the Engineering Division; recommends, within departmental policy, appropriate ~~services~~service, and staffing levels; recommends and administers policies and procedures.
- Assists in managing and participates in the development and administration of the ~~Development Services~~Department 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~~workload, administrative and support systems, and internal

reporting relationships; identifies opportunities for improvement and reviews with the Director; directs the 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 to the Director.
- 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 Director; 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 research](#) 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~~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~~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 five (5) years of administrative 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.

**DIRECTOR OF PARKS, ~~AND RECREATION~~ AND COMMUNITY SERVICES****DEFINITION**

Under administrative direction, plans, organizes, manages, and provides administrative direction and oversight for all functions and activities of the Parks, ~~and Recreation~~ and Community Services Department, including the development, operations, and maintenance of the City's recreation, cultural arts, ~~and parks and homeless services~~ programs and facilities; coordinates assigned activities with other City departments, officials, outside agencies, and the public; fosters cooperative working relationships among City departments and with intergovernmental and regulatory agencies and various public and private groups; provides highly responsible and complex professional assistance to the City Manager and/or the Assistant City Manager and Parks and Community Services-related Commissions in areas of expertise; and performs related work as required.

SUPERVISION RECEIVED AND EXERCISED

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

CLASS CHARACTERISTICS

This is a Department Director classification that oversees, directs, and participates in all activities of the Parks ~~and~~ Recreation and Community Services Department, including short- and long-term planning and development and administration. This class provides assistance to the City Manager and/or 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~~ 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 clients, local residents, community groups, and private businesses 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 Parks ~~and~~ Recreation and Community Services Department programs, facilities, and services ~~including recreation programs and facilities, parks planning and capital improvement programs, and transit planning and operation, and the operations of the municipal airport.~~
- 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.
- Plans, organizes, manages, controls, and evaluates through subordinate management staff all of the construction, maintenance, and repair activities assigned to the department including landscaped areas, parkways, open spaces, pools, pavilions, athletic fields, park amenities, and department facilities to assure the safety and security of City patrons and the community.
- Oversees and directs the administration of major capital improvement projects related to parks and recreation department facilities; develops and implements project plans ~~to~~ consistent with the goals, objectives, and initiatives of the City Council related to City ~~parks, recreation, and leisure~~ programs, services, and facilities.
- Plans, organizes, manages, controls, and evaluates through subordinate management staff, the City's ~~recreational~~ assigned programs including but not limited to youth programs, adult and youth sports, aquatics, cultural arts, contract programs, ~~and~~ special events and homeless services.
- ~~Provides administrative oversight for the operations of the City's municipal airports; ensures the City's compliance with FAA and other regulatory requirements.~~
- 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.
- Directs the development of grants, corporate sponsorships, donations, and other fundraising programs to support services and programs of the Department.
- 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.
- Supervises and conducts surveys of community ~~recreational~~ program requirements including construction of additional parks; identifies areas of community needs and develops service delivery systems; evaluates the need for parks, recreational activities, cultural arts, homeless services, and enlists community participation in programs and fund raising campaigns; develops and directs public relations programs.
- 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 community and other services as they relate to the area of assignment.
- 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 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.
- Organizational and management practices as applied to the analysis and evaluation of projects, programs, policies, procedures, and operational ~~needs;~~needs, principles and practices of municipal government administration.
- Federal, State, and local laws, codes, regulations, and ordinances relevant to the assigned areas of responsibility.
- Public agency budgetary, contract administration, City-wide administrative practices, and general principles of risk management related to the functions of the assigned area.
- Principles and practices of parks, ~~and~~ recreation, and cultural art program development and management in a municipal setting.
- Principles, procedures, and practices for planning, implementing, and maintaining a variety of recreation and leisure activities, homeless services and -other assigned programs through community participation.
- Principles and practices of managing large capital improvement ~~projects, and~~projects and completing projects on time and within budget.
- ~~Principles and regulatory requirements related to the operation and maintenance of a municipal airport.~~
- Methods and techniques for the development of presentations, contract negotiations, business correspondence, and information distribution; research and reporting methods, techniques, 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 all functions and divisions of the Parks ~~and~~ Recreation and Community Services Department.
- Effectively administer special projects with contractual agreements and ensure compliance with stipulations; effectively administer the wide variety of parks and recreation department 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.
- 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 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 recreation administration, public or business administration, or a related field and five (5) years of responsible supervisory experience in parks and/or community services programs including at least three (3) years of administrative experience which included responsibility for budget and personnel administration and the allocation of resources.

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, 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.

DISASTER SERVICE WORKER

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

**DIRECTOR OF ~~OPERATIONS AND UTILITIES~~ PUBLIC WORKS****DEFINITION**

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

SUPERVISION RECEIVED AND EXERCISED

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

CLASS CHARACTERISTICS

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

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

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

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

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

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

QUALIFICATIONS

Knowledge of:

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

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

Ability to:

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

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

Education and Experience:

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

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

Licenses and Certifications:

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

PHYSICAL DEMANDS

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

ENVIRONMENTAL CONDITIONS

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

WORKING CONDITIONS

N/A

DISASTER SERVICE WORKER

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

| Director of ~~Operations and Utilities~~ Public Works
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contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

**ECONOMIC DEVELOPMENT ~~MANAGEMENT~~ ANALYST I/II****DEFINITION**

Under general supervision or direction, performs a variety of routine to complex duties in support of the City's economic development projects and programs; administers complex economic development projects and programs; performs administrative, analytical, and program evaluation work; and performs related duties, as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision or direction from assigned supervisory or management staff. Exercises technical and functional direction over assigned staff. Exercises no direct supervision over staff.

CLASS CHARACTERISTICS

Economic Development ~~Management~~ Analyst I: This is the entry-level classification in the Economic Development Analyst series. Initially under close supervision, incumbents with basic experience learn City systems, operations, practices, and procedures. As experience is gained, assignments become more varied and are performed with greater independence. Assignments may vary with the skill and training of the incumbent. Positions at this level usually perform most of the duties required of the positions at the II-level, but level but are not expected to function at the same skill level and usually exercise less independent discretion and judgment in matters related to work procedures and methods.

Economic Development ~~Management~~ Analyst II: This is the journey-level classification in the Economic Development Analyst series. Positions at this level are distinguished from the I-level by the performance of the full range of duties as assigned, working independently, and exercising judgment and initiative. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. Work is normally reviewed upon completion and for overall results.

Positions in the Economic Development Analyst class series are flexibly staffed and positions at the II-level are normally filled by advancement from the I-level after gaining the knowledge, skill, and experience which meet the qualifications for and after demonstrating the ability to perform the work of the higher-level class.

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.

Some duties may be performed by positions at the entry (I) level in a learning capacity:

- Plans, develops, monitors, and implements a variety of programs and/or projects related to economic development.
- Plans, organizes, assigns, and reviews the work of assigned administrative support staff.
- Assists in developing goals, objectives, policies, procedures, work standards, and administrative control systems for the department.
- Participates in the development and administration of economic development program budgets;

- monitors revenues and expenditures; identifies and recommends resolutions for budgetary problems.
- Conducts feasibility studies, marketing analysis, financing research, and needs assessments; analyzes and interprets data; prepares reports and recommendations.
- Oversees the design, development, and execution of marketing materials, including graphic design, digital and print publications, the economic development website, social media, and video content.
- Evaluates and recommends economic development projects; recommends projects for funding; prepares reports and makes presentations.
- Conducts public meetings, receives input, provides information, compiles data, and prepares reports.
- Identifies and evaluates potential funding sources for economic development activities; prepares grant applications; negotiates and manages grants and contracts; prepares budgets and approves and monitors expenditures; prepares a variety of financial reports.
- Serves as a staff liaison to City departments, state agencies, cities, and community groups regarding economic development matters.
- Assists public and private agencies in evaluating economic development needs, ~~identifying~~identifying, and securing available resources, and developing strategies, projects, and programs; develops policies and procedures; provides technical assistance, training, and program evaluation and assistance to others as needed.
- Develops and manages requests for proposals for professional and/or contracted services; prepares scope of work; evaluates proposals and recommends award; negotiates contracts; administers contracts to ensure compliance with City specifications and service quality.
- Prepares and submits various City Council, commission, committee, and staff reports, and correspondence regarding assigned activities.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field related to the area of assignment; ~~researches~~research emerging products and enhancements and their applicability to City needs.
- Performs special projects as assigned by the ~~City Manager and Assistant City Manager~~department director.
- Performs other related duties as assigned.

QUALIFICATIONS

Some knowledge, skills, and abilities may be performed by positions at the entry (I) level in a learning capacity:

Knowledge of:

- Principles, practices, and methods used in economic development program planning, analysis, implementation, and evaluation.
- Sources of funding for economic development programs and projects.
- Program coordination principles and practices, including goal setting, program development, implementation, and evaluation, project management, grants management, budget development and administration, and contract administration.
- Principles and techniques of conducting analytical studies, evaluating alternatives, making sound recommendations, and preparing and presenting effective and technical reports.
- Public relations techniques.
- Recent and on-going developments, current literature, and sources of information related to assigned programs, projects, and services.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned areas 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:

- Plan, develop, and implement assigned programs, projects, and activities in an independent and cooperative manner, evaluate alternatives, make sound recommendations, ~~develop~~develop, and implement program improvements, and prepare effective reports.
- Research, analyze, interpret, summarize, and present program information and data in an effective manner.
- Prepare applications for funding and administer federal and state grants and contracts.
- Establish and maintain accurate databases, records, and files.
- 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 marketing, communication, business, public ~~administration~~administration, or a closely related field.

Economic Development ~~Management~~ Analyst I: Two (2) years of experience performing administrative and technical duties related to economic development, including ~~marketing~~marketing, and administering economic development projects.

Economic Development ~~Management~~ Analyst II: Four (4) years of experience performing administrative and technical duties related to economic development at a level equivalent to the City's class of Economic Development Analyst I, two (2) years of which must have been in a municipal or public sector setting.

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, 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 20 pounds with the use of proper equipment.

ENVIRONMENTAL CONDITIONS

Employees work in an ~~office environment moderate noise levels~~ office environment moderate noise level, controlled temperature conditions, and no direct exposure to hazardous physical substances. Additionally, frequent field visits are made to monitor project status. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

Position may require attendance of evening meetings, weekend work and the ability to travel.

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.



ECONOMIC DEVELOPMENT MANAGER

DEFINITION

This management classification performs responsible administrative work in the coordinating the City's economic development program, including industrial, commercial, and retail recruitment and retention. Acting as the City's economic development liaison, works closely and in conjunction with, community organizations, such as Chamber, Tracy City Center Association (TCCA), and the county-wide San Joaquin Partnership. Provides technical support on economic development issues to other City departments, and external organizations/agencies.— Program coordination includes the development, implementation, monitoring and evaluation of projects.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision or direction from assigned supervisory or management staff. May exercise technical supervision over professional, ~~technical~~technical, and clerical staff as assigned.

CLASS CHARACTERISTICS

This is a management classification that has considerable latitude in managing and directing the Economic Development Program. Incumbents in this classification have a broad range of independence within policy and procedural limitations. This classification is distinguished from the ~~Development Services~~ Director who is the department head with overall responsibility for the ~~City's economic development division, including economic and Building division and Planning division~~workforce development Department. It is further distinguished from the Economic Development ~~Management~~ Analyst in that the latter performs complex professional research and project coordination work.

EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)

- Duties may include, but are not limited to, the following:
 - As the City's economic development liaison, works closely with the Chamber of Commerce, TCCA, and the San Joaquin Partnership; other organizations, and private and public agencies to promote and facilitate implementation of programs and activities, and exchange of information.
 - Participates in the development of goals, objectives, policies, and priorities on economic development issues for City administration and for the business and general community.
 - Plans, schedules, and coordinates the development, implementation, monitoring and evaluation of economic development programs and projects, including initial planning, feasibility determination, community involvement and acceptance, and implementation with project timetables.
 - Provides information to corporate representatives and developers regarding the City's development requirements and approval process, and when feasible, facilitates the process with alternatives to expedite the approval process.

- Serves as coordinator among City departments and the City's finance team to provide information to prospective developers on City requirements and conditions, and to discuss financing alternatives and develop viable finance plans.
- Assists in preparing, ~~negotiating~~negotiating, and administering development agreements, finance plans, and/or contracts in accordance with contract specifications.
- Performs general administrative activities including preparation and administration of the economic development section's budget, contracts, city resolutions, correspondence, and related materials as appropriate.
- Establishes and updates a community profile and inventory to include gathering data on business and community demographics; available development sites, industrial, ~~commercial~~commercial, and retail buildings, land costs and lease rates, transportation facilities, labor market; ~~long and short term~~long- and short-term financing, utilities; education opportunities, and other related community information.
- Provides technical staff support to the ~~Development Services~~ Department, City Manager's Office and the county-wide San Joaquin Partnership and, as needed, prepares documentation for consideration and action.
- Acts as an ombudsman among City departments, ~~applicants~~applicants, and other agencies to streamline processing and implementation.
- Negotiates complex agreements resulting in project implementation.
- Performs related duties as assigned.
- Makes presentations before various groups and organizations on economic development issues.
- May provide lead direction to professional, technical and/or support staff on projects as assigned.
- As assigned, conducts economic studies, special studies and needs assessments, including researching issues, analyzing relevant data, preparing comprehensive reports and recommendations related to economic development issues, and preparing grants on economic development activities.

QUALIFICATIONS

Knowledge of:

- Principles, ~~practices~~practices, and issues of economic development including industrial, commercial, and retail recruitment and retention methods, real estate, land use planning, land development process, financing alternatives, and economic incentive methods. Joint public/private sector approaches to economic development and techniques to stimulate and promote economic activity, including marketing and promotional techniques.
- Public policy, laws, regulations, and procedures pertaining to economic development.
- Financial techniques and procedures relating to real estate and business development, industrial, ~~commercial~~commercial, and retail development, and land financing.

- Federal, State, and local programs and resources for economic development, housing development, community development and business assistance, and procedures for obtaining funding.
- Principles and practices of demographic research and analysis; and statistics applicable to economic analysis.
- Local government administration; budgetary methods and procedures; and program planning, monitoring and evaluation principles and practices.

Ability to:

- Plan and coordinate a complex program in conjunction with local community and government organizations, and within established parameters.
- Facilitate priorities and program objectives, and balance working relationships when providing technical support on economic development issues to an internal policy board (~~i.e.~~ City Council) and external community board(s) (i.e., Chamber of Commerce).
- Establish and maintain effective working relationships with individuals, ~~business~~business, and other internal and external agencies.
- Communicate effectively orally and in writing on technical information to the business community and general public.
- Work independently and exercise considerable independent judgment in resolving issues of significant importance to the City including assisting in negotiating agreements and/or contracts effectively and within critical time constraints.
- Operate a motor vehicle ~~in order to~~ attend meetings at offsite facilities and visit various land/facility sites for potential developments/business relocation.
- Gather economic indicators and other relevant data, analyze complex information, and recommend appropriate action based on findings. Operate a personal computer; prepare complex written and statistical reports; and develop and maintain an operating budget.

Education & Experience:

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

Equivalent to a ~~Bachelor's~~bachelor's degree from an accredited college or university in urban planning, public administration, economics, business administration or a related field. Possession of a master's degree in a related area is desirable.

Five Years of progressively responsible professional level experience working in public sector economic development, land use planning, and/or community development department performing complex project work, or ~~related business~~related business management experience in the private sector with responsibility for staff supervision, contract negotiation, project planning and development, marketing, land development and/or economic development. Experience in California, current knowledge of highly technical industries and municipal government is desirable.

Licenses & 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.

TOOLS

Requires frequent use of personal computer, including word processing, database and spreadsheet programs, calculator, telephone, copy machine and fax machine.

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 20 pounds with the use of proper equipment.

~~The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.~~

~~On a continuous basis, sit at a desk and in meetings for long periods of time. Intermittently twist to reach equipment surrounding desk. Perform simple grasping and fine manipulation. Communicate extensively through the use of a telephone and communicate through written means.~~

~~Work in an office environment, with frequent visits in the field to assess potential development sites and/or monitor projects. Attend evening meetings as required. Travel out of the City to attend economic development meetings and meet with potential developers and/or businesses.~~

~~Essential duties require the mental and/or physical ability to: work in a standard office environment; drive a vehicle; read fine print, such as blueprints and maps, and computer monitors; operate a computer; converse by telephone, in person and to large groups and be clearly understood; safety lift and maneuver up to 30 pounds; and stamina to work additional hours to meet deadlines. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.~~

WORKING CONDITIONS

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, toxic or caustic chemicals.

The noise level in the work environment is usually quiet while in the office, or moderately loud when in the field.

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.



OPERATIONS SUPERVISOR

DEFINITION

Under general direction, plans, schedules, assigns, reviews, and supervises the work of maintenance crews and/or contractors in the Department assigned to Parks, Sports Fields & Landscape Maintenance, Urban Forestry, Streets and Traffic Maintenance, Utility Maintenance, or other department divisions as needed; coordinates assigned activities with other City departments and outside agencies; and performs other duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from assigned supervisory or management staff. Exercises direct and general supervision over assigned staff.

CLASS CHARACTERISTICS

This is the full supervisory-level class in the Maintenance Worker series. Incumbents are responsible for planning, organizing, supervising, reviewing, and evaluating the work of staff and for providing technical support to management in an assigned service area. Performance of the work requires the use of independence, initiative, and discretion within established guidelines. The Operations Supervisor is distinguished from the Operations Superintendent class in that the duties of the former are performed primarily in the field overseeing and supervising work crews and the latter has overall management responsibility for activities of a given division within the Department.

Service Areas:

Positions may be assigned to one of the following service areas [or other department divisions as needed](#):

Parks, Sports Fields & Landscape Maintenance: Maintenance, operation, repair, and construction of City parks, sports fields, and public landscaping.

Urban Forestry: Maintenance of City street, park and landscape trees, Integrated Pest Management (IPM) and sidewalks.

Streets and Traffic Maintenance: Maintenance of City roadways, sidewalks, traffic signs, striping, and the Community Preservation Unit.

Utility Lines: Maintenance of City water distribution system, meters, and sewer/storm drain collection system.

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, organizes, assigns, supervises, and reviews the work of assigned staff; trains staff in work procedures and safe work practices; evaluates employee performance, counsels employees, and effectively recommends initial disciplinary action; assists in selection and promotion.

- Participates in the development of goals, objectives, policies, and procedures for assigned services and programs; recommends and implements policies and procedures including standard operating procedures for assigned operations.
- Monitors activities of the maintenance work unit; identifies opportunities for improving service delivery and procedures; provides recommendations concerning process changes; reviews with appropriate management staff; implements improvements.
- Coordinates assigned services and operations with those of other service areas, departments, outside agencies, and community groups.
- Participates in annual budget preparation; identifies and recommends future resource needs; prepares detailed cost estimates with appropriate justifications; monitors expenditures.
- Plans and lays out maintenance projects; monitors and controls supplies and equipment; orders supplies and tools as necessary; prepares documents for equipment procurement; participates in the bid process for projects.
- Supervises the use and operation of tools, equipment, and vehicles; ensures that tools, equipment, and vehicles are safely operated, maintained, and secured when not in use; schedules service, repair, and replacement of tools, equipment, and vehicles.
- Inspects work in progress and completed work of assigned employees and contractors for accuracy, proper work methods and techniques, and compliance with applicable standards and specifications.
- Supervises the preparation and maintenance of reports, records, and files; ensures the proper documentation of projects and activities.
- Collaborates and confers with property owners, developers, architects, engineers, and contractors and other City staff in acquiring information and coordinating public works matters; provides information regarding City policies, procedures, codes, and ordinances.
- Monitors changes in regulations and technology that may affect public works maintenance services; implements policy and procedural changes after approval.
- Answers questions and provides information to the public; investigates and responds to complaints and inquiries from citizens, other departments, and agencies; recommends corrective actions to resolve issues.
- 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 techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Basic principles and practices of budget administration and monitoring.
- Principles, practices, methods, equipment, and techniques of the construction, maintenance, and repair of public works systems and facilities.
- Applicable federal, state, and local laws, rules, regulations, ordinances, and organizational policies and procedures relevant to assigned area of responsibility.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, and various business, professional, regulatory, and legislative organizations.
- Principles and procedures of record keeping, technical report writing, and preparation of correspondence.
- 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.

In addition, Parks, Sports Fields & Landscape Maintenance and Urban Forestry:

- Principles and practices of arboriculture, horticulture, pesticide, and fertilizer application, and irrigation.
- Central control irrigation systems.
- Playground and sports field safety requirements and practices.

In addition, Streets and Traffic Maintenance:

- Principles and practices of roadway, sidewalk, and traffic maintenance.

In addition, Utility Lines:

- Principles and practices of water distribution, sewer/storm drain, meter maintenance, and meter reading.

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.
- Organize, implement, and direct public works maintenance programs and activities.
- Identify problems, research and analyze relevant information, and develop and present recommendations and justification for solution.
- Perform the most difficult public works maintenance duties.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Prepare clear and concise reports, correspondence, procedures, and other written materials.
- Maintain accurate records and files of work performed.
- Make accurate arithmetic and financial computations.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Effectively represent the department and the City in meetings with individuals; governmental agencies; community groups; various business, professional, and regulatory organizations.
- 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 three (3) years of increasingly responsible journey level experience in the relevant maintenance and operations service area, including at least two (2) years in a lead role. An associate degree from an accredited college or university with major course work in a field closely related to the assigned field maintenance and operations service area and public sector 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.

Parks, Sports Fields & Landscape Maintenance, Streets and Traffic Maintenance, and Urban Forestry:

- Possession of a Qualified Applicator Certificate from the California Department of Pesticide Regulations is required within six (6) months of appointment.

Urban Forestry:

- Certification as an Arborist as issued by the International Society of Arboriculture (ISA) is required within six (6) months of appointment.
- Highly desirable for Urban Forestry: ISA certification as a Tree Worker/Climber Specialist and/or Tree Worker Aerial Lift Specialist. Possession of an ISA Tree Risk Assessment Qualification.

Streets and Traffic Maintenance:

- Possession of a work zone safety certificate from International Municipal Signal Association (IMSA), Traffic Control Supervisor Association (TCSA), International Transportation Engineers (ITE), American Public Works Association (APWA), American Traffic Safety Services Association (ATSSA), or the Institution of Transportation Studies (ITS) within six (6) months of appointment.
- Highly desirable for Streets/Traffic: Possession of a Level I and Level II signs and markings certification from the IMSA or the TCSA.

Utility Lines:

- Possession of a Grade III Water Distribution Operator certificate issued by the State of California at time of application.
- Possession of a Grade IV Water Distribution Operator certificate issued by the State of California at time of application within twenty four months of appointment.
- Possession of a Grade III Wastewater Collection System Maintenance certification issued by the California Water Environment (CWEA) within six months of appointment.
- Highly desirable for Utility Lines: Possession of a certificate issued by the American Water Works Association (AWWA) for backflow device testing.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment; strength, stamina, and mobility to work in the field and perform medium to heavy physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; frequently reach, twist, turn, kneel, bend, stoop, squat, crouch, grasp and make repetitive hand movement in the performance of daily duties; to climb and descend ladders, to operate varied hand and power tools and construction equipment, and to operate a motor vehicle and visit various City sites; and vision to inspect and operate equipment. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to operate and repair tools and equipment. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 50 pounds or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.

ENVIRONMENTAL CONDITIONS

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

WORKING CONDITIONS

Some positions may require working shifts and/or alternate schedules 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.



PARKS PLANNING & DEVELOPMENT MANAGER

DEFINITION

Under general direction, plans, organizes, directs and coordinates, and reviews the work of staff performing duties related to parks planning and development including the design, construction, renovation and long term planning of the parks, sports fields, street landscapes and related recreational facilities, including oversight and implementation of the Parks Capital Improvement Plan and management of complex capital projects; supervises program development and planning and oversees the daily operations of the Parks Planning Division; manages and administers policies and procedures for the division; serves as a professional and technical resources to the Director of Parks, ~~and~~ Recreation and Community Services; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from assigned supervisory or management staff. May exercise direct and general supervision over assigned staff.

CLASS CHARACTERISTICS

This is a management classification responsible for planning, organizing, reviewing, and evaluating the day to day operations of the Parks Planning Division. 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.

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~~manages, and oversees the daily functions, ~~operations~~operations, and activities of the Parks Planning Division, including oversight of landscape development projects to include new construction, rehabilitation and developer-built projects; manage bid process, including pre-bid conferences and walk-throughs; provide technical information in the response to bidder inquiries; and administer construction projects, including managing project budgets and conducting field inspections.
- Participates in the development and implementation of goals, objectives, policies, and priorities for the divisions; recommends within policy, appropriate ~~services~~service, and staffing levels; recommends and administers policies and procedures.
- Participates in the development, administration, and oversight of division operational and CIP budgets.
- Plan, organize and direct parks planning and development activities including land acquisition, planning, ~~design~~design, and implementation.
- Attend, prepare and present staff reports and informational items to City Council, Parks Commission, Planning Commission, and other commissions and boards as assigned.
- Prepare and facilitate public meetings that deal with sensitive community concerns regarding park development/renovation projects; respond to citizen concerns and complaints.
- Conduct public and internal meetings regarding the design and development of new parks, ~~sports~~sports, and recreational facilities.

- Plan review of projects from other City departments as they relate to [parks and recreation department facilities](#).
- Plan review of municipal landscape and irrigation projects prepared by outside consultants.
- Participates in the selection of, trains, motivates, and evaluates assigned personnel; works with employees to correct deficiencies; recommends discipline to the Director [of Parks and Recreation](#).
- Oversee and review the work of outside contractors and consultants and maintenance and operations staff from other City departments; ensure work is performed consistent with project requirements, timelines, and budget guidelines; take remedial action when necessary.
- Analyze Capital Improvement Program needs for the department and develop recommendations.
- Research and prepare technical and administrative reports.
- Inspect City, [developer/developer](#), and commercial landscape installations.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and project management of [large-scale/large-scale](#) projects including managing timelines, [monitoring/monitoring](#), and administering project budgets, and developing and delivering progress reports to governing bodies, management, and other stakeholders.
- Principles and practices of employee supervision, including work planning, assignment review and evaluation, [disciplined/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.
- Principles and practices of park, sports and recreational facility, and landscape design, architecture, construction, [maintenance/maintenance](#), and horticulture related to park and landscape planning and design and related recreational uses.
- Principles and utilization of architecture tools, templates, [scales/scale](#), and graphics.
- Principles and practices of contracts and agreements, contract negotiations, and grants administration.
- Pertinent local, State and Federal rules, regulations, and laws.
- 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.
- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Analyze and evaluate complex financial, [budgeting/budgeting](#), and administrative problems, and develop, recommend, and implement effective solutions.
- Direct the formulation, [implementation/implementation](#), and interpretation of administrative, budget, personnel, [policies/policies](#), and procedures.
- Develop short-term and long-range plans to anticipate service needs for the City.
- Conduct studies, prepare and present complex technical reports.

- Prepare budgets, monitor expenditures and revenues, and identify and effectively utilize available resources.
- Coordinate departmental services with City departments and public and private organizations.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Ensure conformance with applicable laws and regulations governing the business of the Department, make difficult decisions and award contracts impartially and objectively.
- 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 landscape architecture, [parksparks](#), and recreation administration, ornamental or environmental horticulture, public administration, community development or related field and five (5) years of increasingly responsible experience in regional and community planning, capital improvement project management, and/or parks and landscape construction including two (2) years in a supervisory capacity.

Licenses and Certifications:

- Possession of, or the ability to obtain, a valid Class C California driver's license upon appointment.
- Possession of valid registration as a Landscape Architect issued by the State of California Architects Board at time of application.
- Certified Construction Manager (CCM) certificate 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 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.



RECREATION SERVICES MANAGER

DEFINITION

Under general direction, plans, organizes, oversees, coordinates, and reviews the work of staff performing duties related to recreation programs and services and recreation facilities rentals; supervises program development and planning and oversees the daily operations of the Recreation Services, ~~and~~ Community Facilities, and other assigned Divisions; manages and administers policies and procedures for the divisions; serves as a professional and technical resource to the Director of Parks, ~~and~~ Recreation and Community Services; and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from assigned supervisory or management staff. Exercises direct and general supervision over assigned staff through subordinate levels of supervision.

CLASS CHARACTERISTICS

This is a management classification responsible for planning, organizing, reviewing, and evaluating the day to day operations of the Recreation Services and Community Facilities Divisions. Responsibilities include developing and implementing policies and procedures for assigned programs, budget administration and reporting, and program evaluation. Serves 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.

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 Recreation Services and Community Facilities assigned Divisions, including oversight of multiple afterschool sites, Senior Center, recreation programs, and facilities rentals.
- Participates in the development and implementation of goals, objectives, policies, and priorities for the divisions; recommends within policy, appropriate service and staffing levels; recommends and administers policies and procedures.
- Participates in the development, administration, and oversight of division budgets.
- Develops and standardizes procedures and methods to improve and continuously monitor the efficiency and effectiveness of assigned programs, service delivery methods, and procedures; assesses and monitors workload, administrative, and support systems, and internal reporting relationships; identifies opportunities for improvement and recommends to the Director ~~of Parks and Recreation~~.
- Participates in the selection of, trains, motivates, and evaluates assigned personnel; works with employees to correct deficiencies; recommends discipline to the Director ~~of Parks and Recreation~~.
- Administers and monitors class registration and customer service processes.
- Plans and executes strategic marketing plans and promotional activities for recreation activities and programs; develops and coordinates the seasonal Recreation Activity Guide.

- Serves as liaison to various non-profit and community groups and the Youth Advisory Commission; staffs and assists the Director of Parks and Recreation with various commissions and councils such as the City Council and Parks and Community Services Commission.
- Acts as a representative to community groups, private businesses, and others regarding questions, problems, concerns, and activities in the provision of recreation and facilities programs, operations, activities, and services.
- Oversees the safe operation of all recreation equipment and facilities; ensures compliance with applicable building and fire codes, food service rules, and City policies.
- Performs related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Administrative principles and practices, including goal setting, program development, implementation, and evaluation, and project management.
- 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.
- Principles, practices, and procedures for planning, implementing and managing afterschool, senior, sports, recreation, and facilities rental programs, activities, and events.
- Facility scheduling and management.
- Methods and techniques for the development of presentations, business correspondence, and information distribution.
- Principles and practices of contracts and agreements, contract negotiations, and grants administration.
- Principles and practices of public relations techniques.
- Effective communication techniques in working with the media, the public, community groups, and non-profit organizations.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, 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.
- Develop and implement goals, objectives, practices, policies, procedures, and work standards.
- Analyze and evaluate complex financial, budgeting and administrative problems, and develop, recommend, and implement effective solutions.
- Direct the formulation, implementation and interpretation of administrative, budget, personnel, and facilities policies and procedures.
- Develop short-term and long-range plans to anticipate service needs for the City.
- Direct implementation of information technology solutions that will improve business practices.

- Develop and recommend effective courses of action to satisfy customer needs.
- Prepare budgets, monitor expenditures and revenues, and identify and effectively utilize available resources.
- Ensure conformance with applicable laws and regulations governing the business of the Department; make difficult decisions and award contracts impartially and objectively.
- Coordinate departmental services with City departments and public and private organizations.
- 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.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Use tact, initiative, prudence, and independent judgment within general policy, and procedural, guidelines.
- 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 recreation, sociology, public or business administration, or a closely related field and five (5) years of responsible administrative experience in managing and developing recreation services programs which included responsibility for contracts and budget administration and at least two (2) years in a supervisory capacity.

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, and to operate a motor vehicle to visit various City locations 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 from 10 to 50 pounds with the use of proper equipment.

ENVIRONMENTAL CONDITIONS

Recreation Services Manager
Page 4 of 4

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.



TRANSIT MANAGER

DEFINITION

Under general direction, manages, supervises and coordinates the activities and operations of the Transit Division, including management of the City's transit system contract; applies for and manages grants; develops and coordinates short and long-range transit plans; organizes the operations and monitors the performance of the City's demand response and fixed bus route transit system; coordinates assigned activities with other division, departments, and outside agencies; provides highly responsible and complex administrative support to the Director ~~of Parks and Recreation~~ and other management staff, and performs related duties as assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from assigned supervisory or management staff. Exercises direct and general supervision over assigned staff.

CLASS CHARACTERISTICS

This is a management classification responsible for planning, organizing, reviewing, and evaluating the activities and operations of the Transit Division. 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.

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.

- Manages assigned services and activities of the Transit Division; including management of the City's transit system contract, third party service contracts such as security, advertising, communication, cleaning/maintenance, and camera maintenance; ensures compliance with federal, state, and local regulations.
- Develops, recommends, coordinates and administers required transit planning in accordance with applicable regulatory requirements including the City's short and long-range transit plans, transit components of the General Plan, Title VI of the Civil Rights Act of 1964, Disadvantaged Business Enterprise (DBE), and other programs as mandates; coordinates transit services planning in compliance with air quality attainment and congestion mitigation mandates.
- Recommends, develops, administers, and implements Transit division goals, objectives, policies and procedures, work standards, and administrative control systems.
- Plans, schedules, prioritizes and reviews the work of assigned staff; builds and maintains positive working relationships with staff; supervises staff including provision of timely performance evaluations; provides staff development; recommends and implements disciplinary actions.

- Serves as a liaison with public and private organizations such as the Council of Governments, community groups, commissions and committees, and other organizations; represents the City's interest and provides expert testimony in transit-related issues at ~~Planning~~ Commission, City Council, committee meetings, and meetings with other agencies and/or developers.
- Provides information and assistance to the public regarding the assigned programs and services; receives and responds to complaints and questions relating to assigned area of responsibility; reviews problems and recommends corrective actions.
- Coordinates and performs research and analysis leading to the development of new and improved transit systems and related street, rail and other transit systems, to include routing patterns, rate structures, travel patterns, cost analysis, financial needs, funding sources, and related issues.
- Coordinates with cities, transit and transit operators, county departments, and other public and private agencies the implementation of effective current and future transit and transportation systems.
- Participates in the development and administration of the divisional budget; monitors revenues and expenditures; identifies and recommends resolutions for budgetary problems.
- Oversees and coordinates grant activities, including research, preparation of application and compliance with grant funding requirements.
- Oversees and coordinates transit capital construction projects; ensures projects comply with specifications, are completed on time, and are within budget.
- Prepares and maintains a variety of records, data and reports.
- Prepares contracts, requisitions and purchase orders.
- Coordinates maintenance on transit vehicles, equipment, and facilities (solar, bus wash, shelters, transit station, and parking structures).
- Develops or oversees the development and implementation of marketing and public relations programs, including the development of informational materials, advertising and promotional campaigns.
- Manages the collection, analysis, and interpretation of operational data to monitor system performance in accordance with established performance standards and indicators, and applicable regulatory requirements.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field related to the area of assignment; researches emerging products and enhancements and their applicability to City needs.
- Performs other related duties, as assigned.

QUALIFICATIONS

Knowledge of:

- Organization and management practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned area of responsibility.
- Transit system program operations and best practices; resources available, operational elements, program evaluation and performance measurements.
- Applicable Federal, State, and local laws, rules, regulations, ordinances, and organizational policies and procedures including advanced knowledge of the Federal Transit Administration and American Disability Act laws pertaining to public transportation and public transit system operations.
- Current mass transit systems practices and technology.
- Methods and techniques of developing, coordinating and implementing public involvement and outreach processes on complex and/or politically sensitive transit issues.
- 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 for contract management and administration.
- Customer service and public relations principles and practices.
- Basic mathematics, and account record keeping.
- 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:

- Provide administrative, management, and professional leadership for the transit program.
- Oversee and participate in the management of a comprehensive transit system program.
- Plan, organize and direct contracted transit operations.
- Analyze operating conditions and problems and recommend and implement appropriate solutions.
- Prepare clear and concise administrative and financial reports.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Analyze, interpret, summarize, and present administrative and technical information and data in an effective manner.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Select and supervise staff, provide training and development opportunities, ensure work is performed effectively, and evaluate performance in an objective and positive manner.
- 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.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Education and Experience:

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

Equivalent to a bachelor's degree in public or business administration, transportation planning, public transit operations, or a related field and five (5) years of increasingly responsible program and grant administration experience in a public transportation program, including one (1) year of lead 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, 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.

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.

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

AUTHORIZING: 1) AMENDMENTS TO THE CITY'S CLASSIFICATION AND COMPENSATION PLAN AND MASTER SALARY SCHEDULE TO ADD THE CLASSIFICATION OF ASSISTANT DIRECTOR OF PARKS, RECREATION AND COMMUNITY SERVICES; 2) AMENDMENTS TO EXISTING CLASSIFICATIONS TO REFLECT MINOR MODIFICATIONS RELATED TO THE REORGANIZATION; AND 3) REALLOCATION OF ONE VACANT DIRECTOR OF MOBILITY AND HOUSING TO ONE ASSISTANT DIRECTOR OF PARKS, RECREATION AND COMMUNITY SERVICES, ONE VACANT SENIOR ACCOUNT CLERK TO ACCOUNTING TECHNICIAN, ONE VACANT ENGINEERING TECHNICIAN II TO ADMINISTRATIVE TECHNICIAN AND ONE FILLED ADMINISTRATIVE ASSISTANT TO ADMINISTRATIVE TECHNICIAN AND RECLASSIFICATION OF THE INCUMBENT.

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

WHEREAS, periodically, the Human Resources Department receives requests to review existing classification specifications or to develop new classification specifications to allow for changes that have occurred in areas such as job responsibilities, organizational structure, education, experience, and/or service needs; and

WHEREAS, to support the expanded services of the Parks, Recreation and Community Services Department, staff recommends the creation of the Assistant Director of Parks, Recreation and Community Services; and

WHEREAS, as part of the reorganization of Operations and Utilities Department to Public Works Department, staff recommends classification updates to reflect correct department title and structure; and

WHEREAS, to broaden the applicant pool, staff recommends minor changes to the Operations Supervisor to change the certification requirement; and

WHEREAS, 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 the City Council to approve the rate of pay or classification titles in a publicly available pay schedule for employees who are members of CalPERS; and

WHEREAS, State law also requires that the City Council approve a Master Salary Schedule reflecting the salaries of all personnel; and

WHEREAS, the City's Position Control Roster reflects the funded positions approved in the FY 2023-24 budget and will be amended to create the Assistant Director of Parks, Recreation and Community Services, reallocate the vacant Director of Mobility and Housing to Assistant Director of Parks, Recreation and Community Services, one vacant Senior Account Clerk to Accounting Technician, one vacant Engineering Technician II to Administrative Technician and one filled Administrative Assistant to Administrative Technician and reclassify the incumbent; now therefore be it

RESOLVED: That the City Council of the City of Tracy hereby 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, as set forth in the Proposed Master Salary Schedule shown in Attachment A; and be it further

RESOLVED: That the City Council authorizes amendments to the existing classifications reflected in the Proposed Master Salary Schedule, to reflect modifications to required certifications and department reorganization; and be it further

RESOLVED: That the Proposed Master Salary Schedule shall become effective March 10, 2024.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on March 5, 2024, by the following vote:

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

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

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

Agenda Item 1.D

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution approving a Professional Services Agreement with West Yost Associates, Inc. for Construction Management Services for the Recycled Water Expansion Project, CIP 74168, for a total not-to-exceed amount of \$2,591,159.

EXECUTIVE SUMMARY

The Recycled Water Expansion Project, CIP 74168 (Project), will expand the recycled water lines completed in Phase I and II of the project, extend the system through southwest Tracy beyond Ellis Town Drive and provide a point of connection for future expansion into the Tracy Hills development area. Construction management is critical and a required service for all City Capital Improvement Projects (CIP). Construction management services include the effective management of the project's schedule, cost, quality, safety, scope, and to provide the staffing and expertise to provide those services.

The services required of the construction management consultant are for pre-construction, bidding, construction, post-construction, and public outreach phases of the Project (Services). The fee for the Services is a total not-to-exceed amount of \$2,591,159. This CIP is funded by a grant in the amount of \$20,000,000 through the Department of Water Resources and City funds in the amount of \$2,000,000 from eligible Recycled Water Master Plan Impact Fees. The Project is eligible for additional impact fees.

Staff recommends that the City Council adopt a Resolution to 1) approve a Professional Services Agreement with West Yost Associates, Inc. (Consultant) for Construction Management Services for the Recycled Water Expansion Project, CIP 74168, for a total not-to-exceed amount of \$2,591,159.

BACKGROUND

Phase I of the Recycled Water Project was approved by City Council on October 16, 2018, by Resolution 2018-217. It was completed under CIP 74091 using Proposition 84 grant funding awarded by the California Department of Water Resources. The first phase constructed a backbone infrastructure for the distribution of recycled water from the City's Wastewater Treatment Plant up to Lammers Road and Grant Line Road. The recycled water is intended to be used to irrigate sports fields, parks, median islands, and new and existing landscaping within the City's right of ways.

Phase II of the project was approved by City Council on March 19, 2019, by Resolution 2019-036. Phase II extended the recycled water pipeline from the intersection of Grant Line Road and Lammers Road, to south of Capital Parks Road on Lammers Road via Grant Line Road and Byron Road. Approximately 9,670 linear feet of 24-inch diameter recycled water pipeline was installed.

On March 23, 2022, the State of California Department of Water Resources awarded a grant to the City of Tracy in the amount of \$20 million to expand the recycled water network in the City of Tracy. On April 19, 2022, the City Council authorized the grant application, acceptance, and execution of the agreement by Resolution 2022-050.

Phase III of the project will be completed under CIP 74168 and will further extend the recycled water pipelines south along Lammers, past Ellis Town Drive, providing a point of connection of future expansion into the Tracy Hills development area. The project also includes an exchange water pipeline that will allow the City to discharge dechlorinated recycled water into the Delta Mendota Canal banking the water for future use. The United States Bureau of Reclamation has already allowed other jurisdictions to bank water in this way, and the City has initiated informal discussions with the State for a similar water exchange program. The Exchange pipeline is intended to bolster the City's water portfolio by allowing the banking and exchange of water with Byron Bethany Irrigation District.

Recycled Water Project Timeline

	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Recycled Water Project											
\$18M Grant Awarded	█										
Design	█	█									
Construction			█	█							
Completion					█						
Recycled Water Project Phase II											
Council Approved				█							
Completed					█						
Recycled Water Project Phase III											
\$20M Grant Awarded							█				
Design @ 80%							█	█	█		
Construction								█	█	█	
Completion									█		█
								Currently Here	↑		

ANALYSIS

The total estimated project cost is \$34,000,000. The budget includes the construction costs of \$29,200,000. Hiring a qualified consultant, with extensive related experience is the desired approach for construction management. Many public projects utilize outside consultants for construction management services, which allows the City to rely on industry experts. Due to the complexity and magnitude of the Project, staff recommends retaining services of Consultant. Consultant will perform the Services and generally provide the necessary oversight and ensure quality assurance and quality control for the duration of the project.

On June 1, 2023, a Request for Proposals (RFP) was issued for the Services for the Recycled Water System Expansion Project, CIP 74168 seeking proposals from qualified construction management experts for the Project. The goal of the RFP was to find consultants who had the knowledge that the City could depend on for risk management and to help guide the overall construction for this Project.

The City received two proposals, Consultant's and SJ Construction Management's, prior to the submittal deadline. City staff reviewed the proposals and after a comprehensive evaluation, Consultant was determined to be the firm who best met the needs of the City and demonstrated the competence and professional qualifications necessary to perform the required services.

The Consultant has provided professional services to the City on various water-related projects that have included recycled water analysis and services throughout several City

Departments since 1992. Currently, there is an existing separate Professional Services Agreement with Consultant for Program Management, which was approved by City Council on March 7, 2023, under Resolution No. 2023-042 and included the tasks of Program Management, Consultant Management, and Grant Administration. At no time has the Consultant participated in or directed any portion of the construction management RFP process.

The negotiated fee for construction management services in the Professional Services Agreement is \$2,591,159 which includes the following:

Task	Fee
1. Pre-Construction Phase	\$ 181,750
2. Plan Check & Bidding Phase	\$ 8,928
3. Construction Phase	\$ 1,875,238
4. Project Close Out and Post Construction Phase	\$ 86,334
5. Public Outreach	\$ 88,048
6. ODC – Vehicle and Annual Rate Increase	\$ 115,301
7. Additional Services, As Approved	\$ 235,560
Total Not-to-Exceed Amount	\$ 2,591,159

FISCAL IMPACT

The Recycled Water Expansion Project, CIP 74168, is an approved Capital Improvement Project with a budget of \$22,000,000. This is comprised of a \$20,000,000 grant awarded by State of California Department of Water Resources from the Urban and Multi-Benefit Drought Relief Grant Program, and \$2,000,000 from eligible Recycled Water Master Plan Impact Fees. There are sufficient funds in the Project for the not-to-exceed amount of \$2,591,159 for the Professional Services Agreement with Consultant.

Current Project Budget:

Funding Source	Budget	Expense	Balance
525 - Wastewater Grants	\$ 20,000,000	\$ 3,328,916	\$ 16,671,084
368 - TIMP Recycled Water	\$ 2,000,000	\$ -	\$ 2,000,000
Current Budget	\$ 22,000,000	\$ 3,328,916	\$ 18,671,084

PUBLIC OUTREACH/ INTEREST

A Public Hearing was held on February 7, 2017, by City Council as part of the California Environmental Quality Act Determination process. Public outreach efforts for the current project phase will be coordinated by the Consultant and the City and outreach efforts will be planned to begin upon execution of the Agreement and prior to the start of project construction.

CEQA DETERMINATION

An Initial Study was prepared for the Recycled Water Project by De Novo Planning Group in 2016. In 2017, City Council subsequently adopted a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Project, pursuant to Resolutions 2017-020 and 2017-165. The Project is consistent with and complies with those CEQA documents. The Professional Services Agreement with Consultant implements the Project and is likewise compliant.

Agenda Item 1.D

March 5, 2024

Page 4

STRATEGIC PLAN

This agenda item supports the Council strategy for quality of life by providing more diversified and sustainable water sources for residents of the City.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution approving the Professional Services Agreement with West Yost Associates, Inc. for Construction Management Services for the Recycled Water Expansion Project, CIP 74168 for a total not-to-exceed amount of \$2,591,159.

Prepared by: Ilene Macintire, Senior Civil Engineer

Reviewed by: Stephanie Reyna-Hiestand, Assistant Director of Utilities

Brian MacDonald, Interim Operations and Utilities Director

Sara Cowell, Director of Finance

Jeffrey Crosswhite, Assistant City Attorney

Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments:

A – PSA West Yost Associates for Construction Management Services CIP 74168

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
WEST YOST ASSOCIATES, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE
RECYCLED WATER EXPANSION PROJECT, CIP 74168**

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and West Yost Associates, Inc., a California Corporation (**Consultant**). City and Consultant are referred to individually as “Party” and collectively as “Parties.”

Recitals

- A.** City desires to retain a Consultant to provide Construction Management Services (**Services**) for the Recycled Water Expansion Project, CIP 74168, (**Project**) and to carry out the services set forth in Exhibit A, which is attached hereto and incorporated herein by this reference (as further defined elsewhere in this Agreement, **Services or Project**); and
- B.** On June 1, 2023, the City issued a Request for Proposals (RFP) for the City’s Recycled Water Expansion Project, CIP 75160. Prior to the submittal due date, the City staff was contacted by two (2) consulting firms interested in submitting a proposal for the Project, however, prior to the submittal due date, one firm contacted City staff stating that they were not able to propose on the project due to staffing shortages; and
- C.** On July 6, 2023, the City received one proposal. A panel of three City staff members from the Utilities Department reviewed the proposals and determined that the Consultant demonstrated the competence and professional qualifications necessary for the satisfactory performance of the required services, and possessed the skills, experience and certifications required to provide the services.
- D.** 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.
- E.** This Agreement is being executed pursuant to Resolution No. 2024-_____, which was adopted by the City of Tracy’s City Council on March 5, 2024.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Consultant shall perform the Services, including those described in Exhibit “A”. Consultant shall not perform any Services until instructed by the City. The Services shall be performed by, or under the direct supervision of, Consultant’s Authorized Representative: J.P. Davis, Project Manager. Consultant shall not replace its Authorized Representative or use or replace any subcontractor or subconsultant, without City’s prior written consent. The City may terminate this Agreement if Consultant makes any such change or replacement or uses any such subcontractor or subconsultant.

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

2.1 Term. The term of this Agreement shall begin on the date this Agreement is last executed and end once the City confirms that all Services were performed to the City's satisfaction, unless terminated in accordance with Section 6. This Agreement shall not be extended except pursuant to a writing signed by both Parties.

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

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$2,591,159.00. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. It is understood and agreed that Consultant may not receive compensation up to this amount, and Consultant's total compensation under this Agreement will depend on the scope of the Services approved by the City. The Consultant's billing rates under this Agreement may be annually increased on January 1st of each year

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. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy's appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed, including locations, zone, times, dates, and names of persons performing the services.

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

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

3.4 The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for meeting the applicable standard of care in providing Services hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

3.5 Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

4. Indemnification. 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 the event there is a finding and/or determination that Consultant is not an independent Consultant and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any all claims relating to or in connection with such a finding and/or determination.

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

"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.)

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

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

5. Insurance. 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. 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 in its sole and absolute discretion by giving ten (10) days' written notice to Consultant. Within five (5) days of such a termination, Consultant shall give the City all original documents relating to the Services in Consultant's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to 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 to serve as the mediator, shall be commenced within thirty (30) days of selection of a mediator, and shall be concluded within fifteen (15) days from the commencement of the mediation.

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

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

8. 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, upon termination of this Agreement, 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 Consultant Status. Consultant is an independent Consultant 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. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

9.1 Non-Exclusive Professional Services Agreement. The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City the same or similar services that Consultant is providing to the City under this Agreement. Nothing contained in this Agreement guarantees Consultant a certain amount of work, and the City may, in its sole and absolute discretion, allocate and/or delegate work to Consultant so as to satisfy the City's needs.

10. Conflicts of Interest. Consultant (including its employees, agents, subcontractors and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the

performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

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

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

To the City:
City of Tracy
Attn: Assistant Director of Utilities
510 N. Tracy Blvd.
Tracy, CA 95376

To Consultant:
West Yost Associates, Inc.
Attn: Elizabeth Drayer, P.E.
2020 Research Park Drive, Suite 100
Davis, CA 95618

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

13. Miscellaneous.

13.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances. Consultant makes no other representations and no warranties, whether express or implied, with respect to its services performed under this Agreement.

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

13.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

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

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

13.6 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement in a manner consistent with the Standard of Care.

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and

§1815), debarment of Consultants, subconsultants and subcontractors (§1777.1) and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed under this Agreement are part of a “public works” or “maintenance” project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

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

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

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

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

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

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

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

14. Signatures. The individuals executing this Agreement on behalf of Consultant represent and confirm 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: Nancy D. Young

Title: Mayor

Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

West Yost Associates, Inc., a California Corporation



By: Charles Duncan

Title: President, CEO

Date: 01-31-24

Federal Employer Tax ID No. 68-0370826



By: Lindsay Smith

Title: Treasurer

Date: 01-31-24

Exhibits:

- A Scope of Work (See Agreement sections 1 and 2)
- B Compensation (See Agreement section 3.)

EXHIBIT A - Scope of Work

TASK 1 - Pre-Construction Phase

- 1.01 Construction Management Work Plan:** Prepare a Construction Management Work Plan, which shall define the procedures and systems to receive, transmit, log, track, monitor, file and create reports for all construction correspondence and documents. Such construction correspondence and documents shall include, but not be limited to daily inspection reports, shop drawings/construction submittals, Contractor's requests for information, general correspondence, design change notices, contract change orders, project schedules, test reports, construction progress photos, and other documents necessary to administer the construction contract.
- 1.02 Construction Management Coordination:** General coordination with City and its project team including, but not limited to, virtually attending weekly coordination meetings as requested. City project team includes project program manager, grant administrator, and design engineers.
- 1.03 Construction Schedule:** Develop, manage, and maintain a detailed project schedule for the construction phase activities of the project utilizing a software program that is based on the critical path method of scheduling. The schedule shall reflect the project design and construction milestones. The CM shall identify the software they propose to utilize for the construction schedule in their proposal.
- 1.04 Coordination / Engineering Review:** Continuously review the contract document submissions and provide written comments on adherence to the project requirements, schedule, and constructability. Continuous reviews shall be as determined by the City and program manager. Formal submittals shall be reviewed according to the following schedule, but will be dependent on the timing of project advertisement:
 - a. 100% Construction Documents / Plan Check (depending on advertisement timing)
 - b. Backcheck/Bid Set (1-week Review Period)
- 1.05 Grant Coordination & Labor Compliance:** The City has received grant funding for this project. The CM shall coordinate with and provide all documentation requested by the City consultant providing the grant management and documentation.

TASK 2 - Plan Check & Bidding Phase

- 2.01 Addenda Review:** Administer the addenda process and provide a review of each addendum during the bid phase for time, cost, and constructability impact, and make appropriate comments and recommendations.
- 2.02 Bid Review, Evaluation, and Recommendations:** The CM shall assist the City as requested with the bid documents, the bid openings, and evaluation of the bids for completeness, full responsiveness and price, including alternate prices and unit prices (as applicable). Make a formal report to the City regarding the potential award of the contracts, receive the bids, review the bids and prepare a bid evaluation and recommendations for the selection of bidders. Assemble and organize the contracts as required to perform the work by the plans and specifications for the Project. All construction work for the Project shall be competitively bid when required by law and awarded in no more than 90 days in accordance with normal requirements for general contractors. If the Project is funded with any State or Federal funds, CM shall comply with all applicable requirements.

TASK 3 - Construction Phase

- 3.01 Mobilization:** Coordinate with the contractor for proper set up and organization of field office. Office space for the CM will be provided by the contractor.
- 3.02 Pre-Construction Conference(s):** Conduct, in conjunction with the City and design consultants, pre-construction orientation conference(s) for the benefit of the successful contractors and orient the contractors to the various reporting procedures and site rules prior to the commencement of actual construction.
- 3.03 Contract Administration:** In cooperation with the City, administer the construction contracts. Coordinate the mobilization of all contractors and shall coordinate construction sequencing. In addition, provide management and related services as required to coordinate work of the contractors with each other and the activities and responsibilities of the City and its project team to complete the Project in accordance with the contract documents. Support the City with conformance with its State funding agreement.
- 3.04 Submittal Procedures:** Establish and implement procedures with the City and its project team to coordinate and review shop drawing submittals, requests for information, samples, product data, change orders, payment requests, material delivery dates, labor compliance documentation, and other procedures. Maintain logs, files and other necessary documentation. Establish a procedure for and collect certified payroll from the contractors for the Project.
- 3.05 Meetings:** Coordinate and conduct pre-construction, construction, and job-site progress meetings with the contractors, the City, and the project team as needed. Record, transcribe and distribute meeting minutes to all attendees, the City, and all other appropriate parties. Assist in the resolution of any technical construction issues.
- 3.06 Quality Assurance/Quality Control (QA/QC):** Establish and implement a QA/QC management plan for the Project which includes steps to observe, verify and document the specified level of construction quality.
- 3.07 Coordination of Technical Inspection and Testing:** Assist the City in selecting any special consultants or testing laboratories. Coordinate all testing required by the Contract Documents, design engineers, or other third parties with the special consultants.
- 3.08 Construction Observation:** Ensure the construction conforms to the approved plans and specifications. Coordinate with the City on call surveyor to verify contractor construction staking as needed. Observe that the materials and equipment being incorporated into the work are handled, stored, and installed properly and adequately and are in compliance with the contract documents for the Project. Guard against defects and deficiencies and advise the City of any deviations, defects, or deficiencies observed in the work.
- 3.09 Non-Conforming Work:** Review contractor's recommendations for corrective action on observed nonconforming work. Make recommendations to the City and its project team in instances where the CM observes work that is defective or not in conformance with the contract documents. Observe the contractor's work to verify that all authorized changes are properly incorporated in the Project.
- 3.10 Exercise of Contract Prerogatives:** Advise the City and make recommendations for exercising the City's Contract prerogatives, such as giving the contractor notice to accelerate the progress when the schedule goals are in jeopardy due to contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve Contract compliance.

- 3.11** Endorsements of Insurance; Performance and Payment Bonds: Prior to contractors commencing any work on the Project, the CM shall obtain from the contractors and review for compliance with the contract documents the required insurance policy endorsements, including additional insured endorsements, the certificates of liability insurance and the faithful performance and payment bonds and after review and correction of any deficiencies in these documents forward them to the City. Further, the CM shall insure that contractors maintain in effect the required insurance and bonds during their work on the Project and shall review any subsequent renewals or changes in insurance or bonds.
- 3.12** Progress Review: Keep a daily log containing a record of weather, the contractors working on the site, number of workers, work accomplished, problems encountered, and other relevant data or such additional data as the City may require. Activities shall be assigned percentage-complete values. The report shall reflect actual progress as compared to scheduled progress and note any variances. The CM shall identify problems encountered in accomplishing the work and recommend appropriate action to the City to resolve these problems with a minimum effect on the timely completion of the Project. If requested by the City, the CM shall assist the contractor(s) in preparing a recovery schedule. The recovery schedule shall reflect the corrective action costs (if any) and efforts to be undertaken by the contractor(s) to recapture lost time. This recovery schedule shall be distributed to the contractor(s), the City, program manager, and other appropriate parties. The report shall be delivered to the City upon completion of the Project.
- 3.13** Maintain On-Site Records: Develop and implement a comprehensive document management program. Ensure that records are maintained by the Contractor at the Project site, on a current basis: a record copy of all Contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; and applicable handbooks and are ready for review by the City; maintenance and operating manuals and instructions; other related documents and revisions which arise out of the Contracts. At the completion of the Project, deliver all such records to the City and design engineer for preparation of record drawings, after which the record drawings shall be delivered to the City.
- 3.14** Schedule of Values and Processing of Payments: Review and recommend the Contractor's schedule of values for each of the activities included in that contractor's schedule of events. Review with the City and make recommendations to the City pertaining to payments to the contractors.
- 3.15** Evaluate Change Order Proposal Costs: Evaluate contractors' costs for proposed change orders and make a recommendation to the City regarding the acceptance of any proposals for a change order. The City and the project team will assist the CM in negotiating any change order costs and time extensions.
- 3.16** Change Order Reports: Ensure that all changes to any of the Contracts between the City and a contractor shall be by change order executed by the City. Prepare and distribute change order reports on a monthly basis. Identify their effect on the Contract price and Master Project Schedule.
- 3.17** Contractor Claims: Review with City and program manager all notices of claims and claims submitted by contractors against the City for any alleged cause. Perform an evaluation of the contents of such claim and make recommendations to the City before the time period established by law for City response to such claims has lapsed. If requested by the City, prepare estimates and alternate estimates based on varying

scenarios of the claim cause. These estimates shall be transferred to the City and shall be used in claim rulings and negotiations. If requested by the City, negotiate claims with the contractor(s) on behalf of the City.

- 3.18 Project Status Reports:** Prepare and distribute monthly a Project Status Report that shall include a report and update of all key items required to adequately manage the Project. A monthly construction summary shall be incorporated into the dedicated Project website, as discussed in Section e below.
- 3.19 Accounting Records:** Establish and administer an appropriate Project accounting system in conjunction with the City and maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- 3.20 Permits:** Assist the City in obtaining all necessary permits for the Project, including without limitation, encroachment permits.
- 3.21 Initial Start-up and Testing:** With the City project team and the City's maintenance personnel, observe the contractors' proper installation of utilities, operational systems and equipment for readiness and assist in their initial start-up and testing for the Project.
- 3.22 Storm Water Pollution Plan:** Monitor stormwater BMPs on the construction site and direct the contractor to address any deficiencies.

TASK 4 - Project Close-Out and Post Construction Phase

- 4.01 User Training:** The CM shall schedule and document all City training sessions, and arrange for supplementary information where needed, and arrange for manufacturers to provide training for maintenance and operations personnel.
- 4.02 Punch Lists:** In conjunction with the City and program manager, develop, schedule, and verify completion of any outstanding punch list of incomplete or non-conforming work. Assist the City in determining when the Project or a designated portion thereof is complete. Prepare a summary of the status of the work of each contractor, listing changes in the previously issued Punch-list and recommending the times within which contractors shall complete the uncompleted items on the Punch-list.
- 4.03 Equipment Instruction Manuals, Warranties, and Releases:** Obtain all written material such as operations and maintenance manuals, warranties, affidavits, releases, bonds, waivers, and guarantees for all equipment installed in the Project. All such materials, including equipment instruction material, keys, and documents shall be reviewed and delivered to the City.
- 4.04 Project As-Builts, Close Out, and Warranties:** Review contractual requirements for record documents, including record drawings, close out documentation and warranties, and obtain and compile all required documentation for delivery to the City. Make recommendations for adequate withholding of retention in the event that a contractor fails to provide acceptable record documents.
- 4.05 Final Claims Releases:** Obtain final claim releases, including release of any stop notices, from the Contractors as required by the contracts and State law.
- 4.06 Final Project Report and Payment:** Prepare the final payment documentation for prime contractors, and provide a final report to the City that includes:
 - a. A financial summary of all construction contracting, change orders, construction manager, consultant services, FF&E, and other costs associated with the Project.
 - b. A construction summary with final schedule review and update.

- c. A final acceptance summary with signed receipts from City staff of all close out document submittals.
- d. A final acceptance of receipt of all FF&E.

4.07 Year-End Walk Through: Conduct a year-end walk through immediately prior to the expiration of the warranty period and ensure completion of noted items at no additional cost to the City.

TASK 5 - Public Outreach:

5.01 Public Relations Activities: Assist the City in public relations including, but not limited to, preparation of Project information and attending internal meetings as required, including site meetings. The CM shall be the point of contact for the community during all phases of construction in regard to any complaints, questions, safety issues, noise problems, dust problems, and similar matters.

5.02 Digital / Online Outreach: The City will have a project-specific website for this project. Assist with maintaining Project related social media, community outreach, coordination of community engagement events and presentations, maintaining community engagement and interested parties database.

Subconsultant work will be discussed with the Consultant and if it is determined by the City to be beneficial and necessary, will be required to be approved in writing by the City prior to the start of any work.

Additional work not identified by these tasks may be determined to be required during the Project. Any additional work must be approved by the City in writing prior to the commencement of tasks not identified above.

EXHIBIT B – Compensation

*A detailed breakdown of fees by hours is attached as Exhibit B-1.

	<u>Labor Fee</u>	<u>Sub. Fee w/mark up (10%)</u>	<u>Total Costs</u>
Task 1 - Pre-Construction Phase	\$143,250	\$38,500	\$181,750
Task 2 – Plan Check and Bidding Phase	\$4,528	\$4,400	\$8,928
Task 3 – Construction Phase	\$1,736,638	\$138,600	\$1,875,238
Task 4 - Project Close Out & Post Construction Phase	\$86,334		\$86,334
Task 5 – Public Outreach	\$22,047	\$66,000	\$88,048
Other Direct Costs (vehicles, equip., etc.)			\$115,301
Additional Services, As Approved			\$235,560
<u>Not-To-Exceed Agreement Total</u>			\$2,591,159

Fee Sheet

Principal	Construction Manager IV	Construction Manager IV	Construction Manager IV	Construction Manager II	Resident Inspector (Prevailing Wage - Group 2)	Technical Analyst II	Principal Tech Specialist I	Technical Specialist III	QC Review	Labor		BSK Materials Testing/Special Inspection	CPT Public Outreach	BTE Trenchless Pipe Specialist	ECI Schedule/Claims Specialist - PS	ASD Schedule/Claims Specialist - Pipe	BACC Coatings Inspection	DKS Traffic Control	Costs										
										Hours	Fee								Sub. w/ markup 10%	Other Direct	Total Costs								
West Yost Associates										P \$338 Elizabeth D.	CM IV \$283 JP D.	CM IV \$283 Eric H.	CM II \$211 James M.	RI_G2 \$213 Grant B./Rick D.	TA II \$152 Amy R.	PTS I \$305 Zane W.	TS III \$228 Sheri L.	P \$338 Elizabeth D.											
PROJECT: City of Tracy Recycled Water Expansion Project																													
Task 1 Pre-Construction Phase																													
1.01	Construction Management Work Plan									16	24	24																	
1.02	Construction Management Coordination									14	28	112																	
1.03	Construction Schedule									12	24	48				\$ 15,000	\$ 15,000			\$ 33,000									
1.04	Coordination/Engineering Review										24	24				\$ 2,500	\$ 2,500			\$ 5,500									
1.05	Grant Coordination											52		192															
Subtotal, Task 1 (hours)										0	42	100	208	52	24	0	192	2	620										
Subtotal, Task 1 (\$)											\$ 11,886	\$ 28,300	\$ 43,888	\$ 11,076	\$ 3,648		\$ 43,776	\$ 676		\$ 143,250		\$ 17,500	\$ 17,500	\$ 38,500	\$ 181,750				
Task 2 Plan Check & Bidding Phase																													
2.01	Addenda Review											8					\$ 1,000	\$ 1,000			\$ 2,200	\$ 4,464							
2.02	Bid Review, Evaluation, and Recommendations											8					\$ 1,000	\$ 1,000			\$ 2,200	\$ 4,464							
Subtotal, Task 2 (hours)										0	0	16	0	0	0	0	0	0	16										
Subtotal, Task 2 (\$)												\$ 4,528							\$ 4,528		\$ 2,000	\$ 2,000	\$ 4,400	\$ 8,928					
Task 3 Construction Phase																													
3.01	Mobilization											2	4	4	8														
3.02	Pre-Construction Conferences										2	4	2	2	8														
3.03	Contract Administration									8	8	8	8	8															
3.04	Submittal Procedures											50	100	50	120	50													
3.05	Meetings										52	104	104	104	208														
3.06	Quality Assurance-Quality Control (QA/QC)										12	24	24	16															
3.07	Coordination of Technical Inspection and Testing											12	24	52															
3.08	Construction Observation											240	1000	2000	80														
3.09	Non-Conforming Work										12	24	40	40	40														
3.10	Exercise of Contract Prerogatives										8	16	40																
3.11	Endorsements of Insurance, Performance and Payment Bonds											8	8																
3.12	Progress Review											120	240	800	104														
3.13	Maintain On-Site Records												240		480														
3.14	Schedule of Values and Processing of Payments											24	40	24															
3.15	Evaluate Change Order Proposal Costs										24	40	80	24		80													
3.16	Change Order Reports										12	24	40		24														
3.17	Contractor Claims										24	24	24																
3.18	Project Status Reports											24	104		104														
3.19	Accounting Records										8	8	12		24														
3.20	Permits											24	24																
3.21	Initial Start-up and Testing											40	80		160														
3.22	Storm Water Pollution Plan												52																
Subtotal, Task 3 (hours)										8	162	820	2238	3224	1128	394	24	0	7998										
Subtotal, Task 3 (\$)										\$ 2,704	\$ 45,846	\$ 232,060	\$ 472,218	\$ 686,712	\$ 171,456	\$ 120,170	\$ 5,472		\$ 1,736,638	\$ 75,000	\$ 20,000	\$ 5,500	\$ 5,500	\$ 10,000	\$ 10,000	\$ 138,600	\$ 1,875,238		
Task 4 Project Close Out and Post Construction Phase																													
4.01	User Training												24	24	16	24													
4.02	Punch Lists											12	24	40	24	16													
4.03	Equipment Instruction Manuals, Warranties, and Releases												8	24	8														
4.04	Project As-Builts, Close Out, and Warranties												24	48	24														
4.05	Final Claims Releases										2	4	8																
4.06	Final Project Report and Payment											2	4	8															
4.07	Year-End Walk Through										2	2	4	4	2	2													
Subtotal, Task 4 (hours)										0	6	22	100	116	66	74	0	0	384										
Subtotal, Task 4 (\$)											\$ 1,698	\$ 6,226	\$ 21,100	\$ 24,708	\$ 10,032	\$ 22,570			\$ 86,334										
Task 5 Public Outreach																													
5.01	Public Relations Activities												52	52															
5.02	Digital/Online Outreach																												
Subtotal, Task 5 (hours)										0	0	0	52	52	0	0	0	0	104										
Subtotal, Task 5 (\$)													\$ 10,972	\$ 11,076					\$ 22,048	\$ 60,000				\$ 66,000	\$ 88,048				
Task 6 ODC																													
6.01	Vehicle																												
6.02	Annual Rate Increase																												
Subtotal, Task 6 (hours)										0	0	0	0	0	0	0	0	0	0										
Subtotal, Task 6 (\$)																								\$ 54,620	\$ 54,620				
TOTAL (hours)										8	210	958	2,598	3,444	1,218	468	216	2	9,122										
TOTAL (\$)										\$ 2,704	\$ 59,430	\$ 271,114	\$ 548,178	\$ 733,572	\$ 185,136	\$ 142,740	\$ 49,248	\$ 676	\$ 1,992,798	\$ 75,000	\$ 60,000	\$ 20,000	\$ 25,000	\$ 25,000	\$ 10,000	\$ 10,000	\$ 247,500	\$ 115,301	\$ 2,355,599

2024 Billing Rate Schedule

(Effective January 1, 2024, through December 31, 2024)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$355
Engineer/Scientist/Geologist Manager I / II	\$335 / \$351
Principal Engineer/Scientist/Geologist I / II	\$302 / \$322
Senior Engineer/Scientist/Geologist I / II	\$272 / \$286
Associate Engineer/Scientist/Geologist I / II	\$226 / \$243
Engineer/Scientist/Geologist I / II	\$176 / \$205
Engineering Aide	\$106
Field Monitoring Services	\$131
Administrative I / II / III / IV	\$97 / \$121 / \$145 / \$160
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$349 / \$351
Principal Tech Specialist I / II	\$320 / \$331
Senior Tech Specialist I / II	\$293 / \$306
Senior GIS Analyst	\$265
GIS Analyst	\$251
Technical Specialist I / II / III / IV	\$187 / \$213 / \$239 / \$267
Technical Analyst I / II	\$134 / \$160
Technical Analyst Intern	\$108
Cross-Connection Control Specialist I / II / III / IV	\$140 / \$151 / \$170 / \$189
CAD Manager	\$211
CAD Designer I / II	\$164 / \$185
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$338
Construction Manager I / II / III / IV	\$201 / \$215 / \$228 / \$289
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$181 / \$201 / \$224 / \$232
Apprentice Inspector	\$164
CM Administrative I / II	\$87 / \$118
Field Services	\$232

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

2024 Billing Rate Schedule

(Effective January 1, 2024, through December 31, 2024)*

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1.02 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Communications Cable	\$10 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Turbidity Meter (2100Q Portable)	\$35 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH WEST YOST ASSOCIATES, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE RECYCLED WATER EXPANSION PROJECT, CIP 74168, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$2,591,159

WHEREAS, Construction management is critical and a required service for all City capital improvement projects and includes effective management of the projects schedule, cost, quality, safety, scope, and function amongst other things; and

WHEREAS, The Recycled Water Expansion Project, CIP 74168 (Project), will expand the recycled water lines completed in Phase I and II of the project; and

WHEREAS, On June 1, 2023, a Request for Proposals (RFP) was issued for Services (including pre-construction, bidding, construction, post-construction, and public outreach phases of the project) (Services) for the Project seeking proposals from qualified construction management experts for the Project; and

WHEREAS, The City received two proposals prior to the submittal deadline; and

WHEREAS, City staff reviewed the proposals and conducted a comprehensive evaluation, and found that West Yost Associates, Inc. (Consultant) was the firm that best met the needs of the City and demonstrated the competence and professional qualifications necessary to perform the required services; and

WHEREAS, Phase I of the Project was approved by City Council on October 16, 2018, by Resolution 2018-217 and it was completed under CIP 74091 using Proposition 84 grant funding awarded by the California Department of Water Resources; and

WHEREAS, The recycled water is intended to be used to irrigate sports fields, parks, median islands, and new and existing landscaping within the City's right of ways; and

WHEREAS, Phase II of the Project was approved by City Council on March 19, 2019, by Resolution 2019-036 and extended the recycled water pipeline from the intersection of Grant Line Road and Lammers Road to south of Capital Parks Road on Lammers Road via Grant Line Road and Byron Road. Approximately 9,670 linear feet of 24-inch diameter recycled water pipeline was installed; and

WHEREAS, On March 23, 2022, the State of California Department of Water Resources awarded a grant to the City of Tracy in the amount of \$20 million to expand the recycled water network in the City of Tracy and on April 19, 2022, the City Council authorized the grant application, acceptance, and execution of the agreement by Resolution 2022-050; and

WHEREAS, The City seeks to enter into a Professional Services Agreement for the Services with Consultant (Agreement); and

WHEREAS, The negotiated fee for the Services under the Agreement is \$2,591,159 which includes the following:

Task	Fee
Pre-Construction Phase	\$ 181,750
Plan Check & Bidding Phase	\$ 8,928
Construction Phase	\$1,875,238
Project Close Out and Post Construction Phase	\$ 86,334
Public Outreach	\$ 88,048
ODC – Vehicle and Annual Rate Increase	\$ 115,301
Additional Services, As Approved	\$235,560
Total Not-to-Exceed Amount	\$2,591,159

and;

WHEREAS, The Project (CIP 74168) is an approved Capital Improvement Project with a budget of \$22,000,000; and

WHEREAS, CIP 74168 was funded by the Urban and Multi-benefit Drought Relief Grant Program which was awarded to the City by the State of California Department of Water Resources; and

WHEREAS, The City allocated \$2 million to the Project under Resolution 2023-033, from the Tracy Impact (TIMP) fees collected from the new developments within the Project area, and is eligible for additional impact fees; and

WHEREAS, The total cost of this Project is estimated at \$34 million; and

NOW, THEREFORE, be it resolved as follows:

RESOLVED: That the above recitals are true and correct; and be it,

FURTHER RESOLVED: That the Tracy City Council hereby approves the Professional Services Agreement with West Yost Associates, Inc. for the Services, which includes a total not-to-exceed amount of \$2,591,159; and be it

FURTHER RESOLVED: After review and approval by the City Attorney, the Mayor may execute the PSA.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on March 5, 2024, by the following vote:

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

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

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

Attachments:

A – PSA West Yost Associates for Construction Management Services CIP 74168

Agenda Item 1.E

RECOMMENDATION

Staff recommends that the City Council adopt a resolution 1) authorizing the acceptance of additional grant funds in the amount of \$35,000 from the Grand Foundation for Fiscal Year 2023-24, and 2) appropriating such funds to the Cultural Arts Division budget.

EXECUTIVE SUMMARY

The Grand Foundation is the non-profit fundraising partner for the Grand Theatre Center for the Arts (the Grand) and provides annual grant funds for programming and technical support. The Grand Foundation has received sufficient outside funding, which allows them to provide additional funds for Fiscal Year (FY) 23-24 in the amount of \$35,000 to support programs at the Grand.

Staff recommends approval of the acceptance of this funding in the amount of \$35,000 for community benefit programs at the Grand.

This additional funding is designed to be accepted and allocated in the current FY 2023-24.

BACKGROUND AND LEGISLATIVE HISTORY

The Grand Foundation worked with Cultural Arts Division staff on designing programs and writing narrative they could use in their fundraising efforts. The Grand Foundation was successful in securing additional funding this fiscal year to support these new programs.

The City of Tracy Cultural Arts Division staff, in collaboration with representatives from the Grand Foundation, have designed the following programs to utilize this additional funding:

- Arts Education Outreach, Engagement, and Performances (\$25,000):
Funding for this program supports the fees associated with bringing performers to the Grand for workshops, community engagement activities, and educational performances.
- Arts Education Special Needs Programming (\$10,000):
Funding for this program supports the fees for Special Needs class and workshop instructors as well as cover class fees and supplies for participants.

The Program will utilize the funds to support achieving the following objectives:

- Greater community engagement.
- Offer additional programs.
- Reach under-served and under-resourced members of the community.

Arts outreach activities, community engagement, and educational performances are all components of a robust Arts Education program. The arts have intersected profoundly with education for all human history. Each of the art disciplines (music, visual art, theatre, dance, and media arts) can carry forward a civilization's history, teach lessons, and celebrate our individual and collective heritage. In more recent history, starting with early advocates like John Dewey, both formal and informal education in the United States have demonstrated imagination, better test scores, more civic engagement, public savings, increased lifelong earning potential, better community cohesion, and more. Arts and youth development also extends beyond the classroom to the domain of what is now called Creative Youth Development. This is a longstanding theory of practice that integrates creative skill-building, inquiry, and expression with positive youth development principles, fueling young people's imaginations and building critical learning and life skills. The rich and well-documented links between the arts and education, both formal and informal, create a robust case for supporting pro-arts education funding and pro-arts education policy in every community.

In addition, Arts Education programs are most successful when including accessible options for community members who have special needs. For students with disabilities, knowledge and skill development gained through the arts can play a crucial role in their overall success. Arts education special needs programs work with participants to build fine motor and problem-solving skills, enhance communication and expression, promote self-esteem and motivation to succeed, remove attitudinal barriers, reduce prejudice and stereotypes, increase self-esteem, and equip participants with valuable life skills. Having access to special needs programming allows community engagement, possibilities to build social skills, and gives opportunity for more inclusivity in the public by repeated interaction within that space. Opening up opportunity for not only disabled youths, but adults, would allow a higher quality of life through a creative medium. Special Needs resources and programming are generally three times more than those without disabilities in a public sector. This statistic is also seen through services, business, and private institutions that offer resources for disabled communities. This type of logistic leaves families/ caretakers with limited income to try various activities or programs for their children/ward. Support for these programs allows opportunity for individuals in different areas of education in the arts that they are otherwise not able to experience in a school environment due to lack of resources.

ANALYSIS

Acceptance and appropriation of this additional funding from the Grand Foundation will provide additional arts education and special needs opportunities at the Grand. Making the facility more accessible through programs funded by these monies, supports the existing City of Tracy Cultural Arts Division goals, and is consistent with the City of Tracy's Quality of Life Priority.

FISCAL IMPACT

The Cultural Arts Division will receive \$35,000 from the Grand Foundation in the current FY 2023-24. These funds will need to be appropriated in the amount of \$35,000 in the current FY 2023-24 to the Cultural Arts Division operating budget for applicable program expenditures.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life 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.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a resolution 1) authorizing the acceptance of additional grant funds in the amount of \$35,000 from the Grand Foundation for Fiscal Year 2023-24, and 2) appropriating such funds to the Cultural Arts Division budget.

Prepared by: Anna Cross, Cultural Arts Division Manager

Reviewed by: Jolene Jauregui-Correll, Interim Director of Parks & Recreation
Sara Cowell, Director of Finance
Bijal Patel, City Attorney
Kimberly Murdaugh, Interim Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

1) AUTHORIZING THE ACCEPTANCE OF ADDITIONAL GRANT FUNDS IN THE AMOUNT OF \$35,000 FROM THE GRAND FOUNDATION FOR FISCAL YEAR 2023-24; AND 2) APPROPRIATING SUCH FUNDS TO THE CULTURAL ARTS DIVISION BUDGET.

WHEREAS, The Grand Foundation has received additional funding which allows them to provide additional financial support to the City of Tracy Cultural Arts Division in the amount of \$35,000; and

WHEREAS, The Grand Theatre Center for the Arts has worked with the Grand Foundation to design community benefit programs in Arts Education Outreach, Engagement, and Performances as well as Arts Education Special Needs Programming; and

WHEREAS, The Cultural Arts Division will receive \$35,000 from the Grand Foundation in the current Fiscal Year (FY) 2023-24 to be allocated in the current FY 2023-24 to the Cultural Arts Division operating budget for applicable program expenditures; and

WHEREAS, The Cultural Arts Division intends to use the additional underwriting to make the facility more accessible through programs which support the existing City of Tracy Cultural Arts Division goals and are consistent with the City of Tracy's Quality of Life Priority; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby authorizes the acceptance of additional grant funds in the amount \$35,000 from the Grand Foundation for FY 2023-24; and be it further

RESOLVED: That the City Council hereby appropriates such funds to the Cultural Arts Division budget, to be utilized as per existing authority.

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on March 5, 2024, by the following vote:

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

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

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

Agenda Item 1.F

RECOMMENDATION

The Tracy Homelessness Advisory Committee recommends 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 \$7,491.34 for a total Not-To-Exceed amount of \$66,887.68.

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 was 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 from \$59,396.34 to \$66,887.68 for a total increase of \$7,491.34. 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.

The Tracy Homelessness Advisory Committee heard this item on February 15, 2024 and recommended that the City Council adopt the proposed Resolution.

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 to the Agreement 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 in compensation 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 \$66,887.68. 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 Phase 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 15269(c) 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

The Tracy Homelessness Advisory Committee recommends 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 \$7,491.34 for a total Not-To-Exceed amount of \$66,887.68.

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, City Manager

ATTACHMENTS:

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

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 \$66,887.68.

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 \$66,887.68. 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.

<p>City of Tracy</p> <hr/> <p>By: Nancy D. Young Title: Mayor Date: _____</p> <p>Attest:</p> <hr/> <p>Adrienne Richardson, City Clerk</p> <p>Approved as to form:</p> <hr/> <p>Bijal M. Patel, City Attorney</p>	<p>B.I.C. Security, Inc. DocuSigned by: Paul Butler C4D3B9226CED4D8... By: Paul Harlen Butler</p> <p>Title: President and CFO</p> <p>Date: <u>2/27/2024 9:57 AM PST</u></p> <p>Federal Employer Tax ID No. <u>770586053</u></p>
<p>EXHIBITS: A-1 Scope of Services B-1 Compensation</p>	

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

City of Tracy – Amendment No. 1 to Agreement with B.I.C. SEC Security, Inc.

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:

Interim *Brian MacDonald*
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.

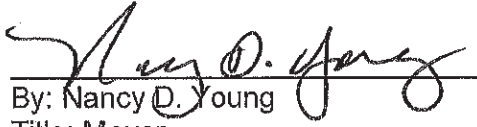
City of Tracy – General Services Agreement with B.I.C.SEC Security, Inc.

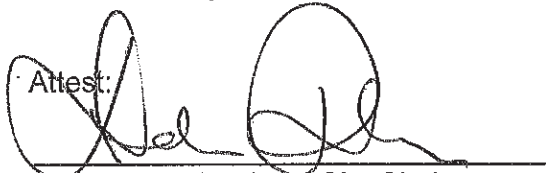
15. Signatures. The individuals executing this Agreement on behalf of Contractor represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Contractor.

[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:

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

TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING AMENDMENT NO. 1 TO THE GENERAL SERVICES AGREEMENT (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 \$7,491.34 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$66,887.68.

WHEREAS, on July 5, 2023 the City Council authorized the purchase of eight (8) custom container dormitories from Linked Equipment under Resolution No. 2023-140 for installation as part of Phase IV interim facilities; and

WHEREAS, on September 5, 2023, City Council adopted Resolution No. 2023-179 approving a General Services Agreement (GSA) with B.I.C. Sec Security, Inc. (Contractor), 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; and

WHEREAS, to expedite the completion of the fire sprinkler system installation, modifications were made to the sprinkler system design to be installed on-site at the Temporary Emergency Housing Facility Phase IV- Custom Container Dorms, instead of at the custom container manufacturing facility; and

WHEREAS, 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 and the change resulted in the need for installation of additional exterior rigid conduit that was not included in the original scope of work; and

WHEREAS, 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; and

WHEREAS, 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 \$7,491.34 to \$66,887.68; and

WHEREAS, 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; and

WHEREAS, Staff confirms the Contractor’s work is complete, and does not anticipate requiring additional contract authority from City Council for this Contractor; and

WHEREAS, the Tracy Homelessness Advisory Committee heard this item on February 15, 2024 and recommended that the City Council adopt the proposed Resolution.

NOW, THEREFORE, be it

RESOLVED: That the City Council hereby approves Amendment No. 1 to the General Services Agreement with B.I.C. Sec Security, Inc. attached hereto as Attachment 1 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 \$7,491.34 for a total Not-To-Exceed amount of \$66,887.68.

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on March 5, 2024, by the following vote:

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

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

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

ATTACHMENTS:

- (1) Amendment No. 1 to the General Services Agreement with B.I.C. Sec Security, Inc.
- (2) Attachment B – GSA B.I.C. Sec Security, Inc.

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

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- 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 \$66,887.68.

Now therefore, the parties mutually agree as follows:

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D. Exhibits.

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“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.

<p>City of Tracy</p> <hr/> <p>By: Nancy D. Young Title: Mayor Date: _____</p> <p>Attest:</p> <hr/> <p>Adrienne Richardson, City Clerk</p> <p>Approved as to form:</p> <hr/> <p>Bijal M. Patel, City Attorney</p>	<p>B.I.C. Security, Inc. DocuSigned by: Paul Butler C4D3B9226CED4D8... By: Paul Harlen Butler</p> <p>Title: President and CFO</p> <p>Date: <u>2/27/2024 9:57 AM PST</u></p> <p>Federal Employer Tax ID No. <u>770586053</u></p>
<p>EXHIBITS: A-1 Scope of Services B-1 Compensation</p>	

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

City of Tracy – Amendment No. 1 to Agreement with B.I.C. SEC Security, Inc.

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.

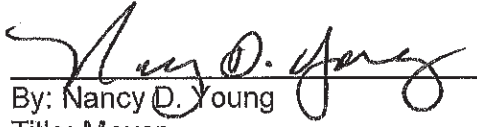
City of Tracy – General Services Agreement with B.I.C.SEC Security, Inc.

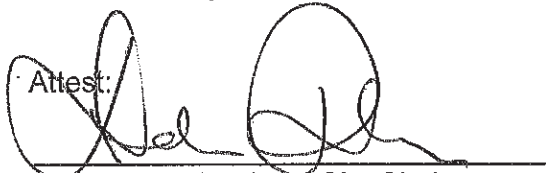
15. Signatures. The individuals executing this Agreement on behalf of Contractor represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Contractor.

[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

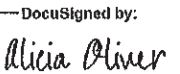
Approved as to form:


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.


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

Agenda Item 1.G

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution:

- (1) Approving Juan Lopez, dba Amistad Associates (Amistad Associates), to serve as the mutually agreed upon facilitator for the City Manager performance evaluations, as reflected in Task Order 1 of the proposed Master Professional Services Agreement with Amistad Associates;**
- (2) Approving Amistad Associates to serve as the mutually agreed upon facilitator for the City Attorney performance evaluations, as reflected in Task Order 2 of the proposed Master Professional Services Agreement with Amistad Associates;**
- (3) Designating Amistad Associates as the City Council’s “designated representative” under Government Code Section 54957.6 in future negotiations of compensation and benefits with, each, the City Manager and City Attorney; and**
- (4) Authorizing the City Manager to execute a Master Professional Services Agreement with Amistad Associates in a total not-to-exceed amount of \$25,000 for a nine-month term.**

EXECUTIVE SUMMARY

Pursuant to their respective employment agreements with the City of Tracy, the City Manager and the City Attorney, each, may elect that the City engage a facilitator that is agreeable to the City Council during the process of establishing performance goals and conducting performance evaluations. The City Manager and City Attorney, each, has elected the option to engage a facilitator and has proposed Juan Lopez, DBA Amistad Associates (Amistad Associates) as the facilitator for their respective performance evaluation processes. As the employment agreements require the parties to agree upon the chosen facilitator, this item requests that the City Council approve Amistad Associates as the mutually agreed upon facilitator to establish performance goals and conduct performance evaluations for, each, the City Manager and the City Attorney.

Under the “personnel exception” of Government Code Section 54957 (Brown Act), the City Council may meet, in closed sessions, to conduct, separately, the confidential performance evaluation processes of the City Manager and the City Attorney. In addition, Government Code Section 54957.6 allows the City Council to meet with its designated representatives to discuss “salaries, salary schedules, or compensation paid in the form of fringe benefits”. The representative must be designated by the City Council in open session prior to utilizing this safe harbor provision of the Brown Act. As the employment agreements anticipate that discussions of salary increases occur concurrently with or immediately subsequently to the performance evaluations, the City Council also is being asked to designate Amistad Associates as the City Council’s representative for these discussions, in compliance with the Brown Act.

To effectuate the above, this item further requests that the City Council authorize the City Manager to execute a Master Professional Services Agreement with Juan Lopez, DBA Amistad Associates, attached herein as Attachment A. The contract is proposed to be for a term of 9 months, in the not-to-exceed amount of \$25,000.

BACKGROUND AND LEGISLATIVE HISTORY

On December 19, 2023, the City Council approved an Employment Agreement (Attachment D) with Midori Lichtwardt as the City Manager (CM Employment Agreement). Among other things, the CM Employment Agreement includes the intent of the parties to meet within 90 days of the date of the Agreement to discuss and establish performance goals and conduct a performance review in September 2024.

On December 19, 2023, the City Council approved an Amendment to the Employment Agreement (Attachment E) with City Attorney Bijal Patel (collectively, CA Employment Agreement). Included in Section 3A of the Amendment is the intent of the parties to meet to discuss and establish performance goals and conduct a performance review no later than April 25, 2024.

An informal Request for Proposal (RFP) was performed to solicit proposals from qualified vendors to facilitate development of performance expectations and delivery of performance evaluations for the City Attorney. Three (3) consultants were interviewed and after careful consideration of the specific requirements for this task, City Attorney Bijal Patel has concurred with City Manager Lichtwardt's selection of Amistad as the most qualified and most responsible candidate in terms of expertise and experience required to facilitate this process.

ANALYSIS

Amistad Associates is a qualified professional consulting firm with proven expertise in and facilitating strategic planning, City Council goal setting, team building, and leadership development. Amistad Associates' scope of work includes setting and facilitating the development of performance goals and expectations, conducting interviews, preparing reports, facilitating discussion, and preparing performance evaluations. The scope of work is outlined in Attachment A.

Amistad Associates will advise the City Council on development of a process to establish performance goals and expectations to conduct performance evaluations for the City Manager and the City Attorney. This process will include a needs assessment through individual interviews with the City Manager, City Attorney and City Council Members, conducting data analysis and providing reports on the established goals and expectations. To remain in compliance with the executed amendment in place, the projected goal is to start the process with the consultant as soon as feasibly possible.

In addition, Amistad Associates will facilitate the development and delivery of the performance evaluations for the City Manager and the City Attorney. Amistad Associates will conduct interviews with the City Manager and the City Attorney to evaluate performance objectives, and overall achievements on established goals. Amistad Associates will conduct confidential interviews with each Council Member to assess performance of the City Manager and the City Attorney. Amistad Associates will also use a performance evaluation tool to gather rankings in specific areas. Following the assessments, Amistad Associates will review and consolidate data from interviews and the performance evaluation tool to prepare a written evaluation. Amistad Associates will prepare a report that clearly identifies performance over the last year that includes success and challenges, and areas of improvement.

It is recommended that the City Council appoint a "designated representative" for each employee prior to reviewing the employees' performance. Doing so allows the negotiator to have compensation discussions with the City Manager and City Attorney on behalf of the City Council. Should the City Council seek to discuss compensation for the City Manager and/or City Attorney, the contract with Amistad Associates includes for this firm to serve as the City Council's designated representatives for these optional services. Importantly, while the same facilitator and designated representative is being proposed, both the evaluation processes and any compensation negotiations for the City Manager and City Attorney will be conducted independently of each other.

FISCAL IMPACT

Funding in the amount of \$25,000 is currently available in the City Manager's Office and City Attorney's operating budget.

CEQA

This action is exempt from the California Environmental Quality Act because it will not result in a physical change in the environment and therefore is not considered as a project as defined by Section 21065 of the Public Resources Code.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy, and specifically implements the following goal:

Governance Strategy

Goal 1: Model good governance, teamwork, and transparency.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council adopt a Resolution:

- (1) Approving Juan Lopez, dba Amistad Associates (Amistad Associates), to serve as the mutually agreed upon facilitator for the City Manager performance evaluations, as reflected in Task Order 1 of the proposed Master Professional Services Agreement with Amistad Associates;
- (2) Approving Amistad Associates to serve as the mutually agreed upon facilitator for the City Attorney performance evaluations, as reflected in Task Order 2 of the proposed Master Professional Services Agreement with Amistad Associates;
- (3) Designating Amistad Associates as the City Council's "designated representative" under Government Code Section 54957.6 in future negotiations of compensation and benefits with, each, the City Manager and City Attorney; and
- (4) Authorizing the City Manager to execute a Master Professional Services Agreement with Amistad Associates in a total not-to-exceed amount of \$25,000 for a nine-month term.

Prepared by: JoAnn Weberg, Interim Director of Human Resources

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

Approved by: Midori Lichtwardt, City Manager

Attachments:

- A – Master Professional Services Agreement with Juan Lopez, DBA Amistad Associates
- B – Task Order No. One – City Manager
- C – Task Order No. Two – City Attorney
- D – Employment Agreement between Midori Lichtwardt and the City of Tracy
- E – Amendment to the Employment Agreement between Bijal Patel and the City of Tracy

**CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
Juan Lopez, dba Amistad Associates**

This Master Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Juan Lopez, dba Amistad Associates (**Consultant**). City and Consultant are referred to individually as “Party” and collectively as “Parties.”

Recitals

A. City desires to retain Consultant to facilitate establishment of performance goals and delivery of performance evaluations; and

B. On January 27, 2024, Consultant submitted its proposal/scope of work for the Services to the City. The City has determined that Consultant demonstrated the competence and professional qualifications necessary for the satisfactory performance of the required 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 Tracy Municipal Code section 2.20.100 and pursuant to Resolution No. 2023-254 and 2023-255 approved by Tracy City Council on December 19, 2023.

Now therefore, the Parties mutually agree as follows:

1. Scope of Work. Consultant shall perform the services generally described in Exhibit "A" attached, and incorporated by reference, as directed by written Notice to Proceed by the City Manager. The services shall be performed by, or under the direct supervision of, Consultant’s Authorized Representative: *Juan Lopez*. Consultant shall not replace its Authorized Representative, nor shall Consultant replace any of the personnel listed in Exhibit “A”, nor shall Consultant use or replace any subcontractor or subconsultant, without City’s prior written consent. A failure to obtain the City’s prior written consent for any change or replacement in personnel or subcontractor/subconsultant may result in the termination of this Agreement.

1.1 Non-Exclusive Agreement. The City reserves the right to contract with other consultants providing the same or similar scope of services described above during the term of this Agreement. The City further reserves the right to, assign work, at its sole discretion, to consultants other than Consultant based on City’s budget, experience, and skills of consultants based on the City’s specific needs.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in 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 by the City to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.

2.1 Term. The term of this Agreement shall begin on March 5, 2024 and end on December 31, 2024, unless terminated for any reason, including a lack of appropriated funds to compensate

services provided under this Agreement, in accordance with Section 6. Any such termination of this Agreement due to failure of the City of Tracy Council to appropriate funds for payment for services under this Agreement shall not be a breach of the Agreement.

2.1.1 Option to Extend. This Agreement may be extended for an additional one year by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement.

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

3.1 Not to Exceed Amount. Consultant’s total compensation under this Agreement shall not exceed \$25,000. 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 invoice(s) to the City that describe the services performed, including times, dates, and names of persons performing the services.

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

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

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

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

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

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To City:
City of Tracy
Attn: Kimberly Murdaugh,
Director of Human Resources
333 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Amistad Associates
Attn: Juan T. Lopez, Consultant
6610 Barbara Drive
Sebastopol, Ca 95472

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

13. Miscellaneous.

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

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

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

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

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

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

13.6.1 Prevailing Wage Laws. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§1776), hours of labor (§1813 and §1815), debarment of contractors and subcontractors (§1777.1) and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed under this Agreement are part of a “public works” or “maintenance” project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

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

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Midori Lichtwardt
Title: City Manager
Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Consultant

DocuSigned by:
Juan Lopez
4F940DAAC54C4E0...

By: Juan Lopez, Consultant
Title: Owner
Date: 2/28/2024 | 8:44 PM PST

Federal Employer Tax ID No. _____

By: _____
Title: _____
Date: _____

Exhibits:

- A Scope of Work
- B Compensation

EXHIBIT A - Scope of Work

Performance Goals and Expectations

Consultant will work with City Council to develop a process to establish performance goals and expectations to be used to conduct a performance evaluation of the City Manager and City Attorney. This process will include a needs assessment through individual interviews with the City Manager, City Attorney and City Council members, conducting data analysis and providing a report on the established goals and expectations.

Step 1. Needs Assessment: Interview with City Manager and City Attorney

Conduct an interview with the City Manager and City Attorney to identify city goals, issues, and priorities. In addition, Consultant will also address what has been working well and what the City Manager and City Attorney need from the Council to be successful.

Step 2. Needs Assessment: Individual Interviews with City Council Members

Conduct confidential interviews with each Council Member to identify their expectations of the City Manager and City Attorney, their goals for the City of Tracy, and how City Council can work effectively with the City Manager and the City Attorney to meet City of Tracy's goals.

Step 3. Data Analysis: Identification of Performance Goals and Expectations

Consultant will review and organize data to identify common themes that are used in defining performance goals and expectations. The priorities as identified through the interviews will be compiled and discussed with the City Manager and City Attorney to ensure clarity and common agreement with City Council.

Step 4. Develop Report

Consultant will prepare a report that clearly identifies performance goals and expectations for the next six months. This process will ensure that the City Manager, City Attorney and City Council are on the same page and focus on strategy and goals.

Conduct Interviews, Prepare Report, Facilitate Discussion and Prepare Summary

Step 1. Needs Assessment: Interview with City Manager and City Attorney

Conduct an interview with the City Manager and City Attorney to evaluate six-month performance objectives, and overall achievements on established goals. Consultant will have the City Manager and City Attorney complete a performance evaluation tool for self-ranking.

Step 2. Needs Assessment: Individual Interviews with City Council Members

Conduct confidential interviews with each Council Member to ascertain their assessment of City Manager and the City Attorney performance. Consultant will also use a performance evaluation tool to gather rankings in specific areas.

Step 3. Data Analysis: Review of Performance Goals and Expectations

Consultant will review and consolidate data from interviews and the performance evaluation tool to prepare a written evaluation. The evaluation will include areas of strength and improvement needed.

Step 4. Develop Report

Consultant will prepare a report that clearly identifies performance over the last six months that includes success and challenges, and areas of improvement.

Labor Negotiation for Compensation and Benefits

Consultant may serve as labor negotiator to negotiate compensation and benefits for the City Manager and City Attorney.

EXHIBIT B - Compensation

The following costs are based on normal billing rates for senior consultants per day for need assessment and facilitation. Expenses such as per diem, airfare, hotels, etc. are not included and will be billed at the actual cost. Mileage will be billed at current IRS rates per mile.

Performance of duties outlined below will be billed at the rate of \$275.00/hour with a not to exceed amount of \$25,000.00.

Step 1. Needs Assessment and Interviews: Performance Goals and Expectations

- a. Organizational background, discussion with City Manager and City Attorney and design the evaluation tool.
- b. Interviews with City Council members.
- c. Follow up interviews with City Manager and City Attorney to complete performance evaluation tool.

Step 2. Data Analysis

- a. Consultant will review and organize data to identify common themes that are used in defining performance goals and expectations.
- b. Review of goals and expectations with City Manager and City Attorney.
- c. Review of City Manager and City Attorney goals and expectations with Mayor.

Step 3. Develop Report

- a. Consultant will develop a report that identifies agreed upon performance goals and expectations for six months.

Step 1. Interview City Council Members: Prepare Report, facilitate City Manager and City Attorney & City Council Performance Review and Prepare Summary

- a. Conduct interviews with City Council Members to gain input on their evaluation of the City Manager and City Attorney.
- b. Conduct interviews with City Manager and City Attorney to gain input on the past evaluation period and their self-evaluations.

Step 2. Data Analysis

- a. Consultant will review and organize data to identify common themes that are used in assessing performance goals and meeting expectations.

Step 3. Develop Report

- a. Consultant will develop an evaluation report that identifies Council's assessment of City Manager and City Attorney's performance and areas of improvement needed.

**CITY OF TRACY
TASK ORDER NO. 1 TO
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
*Juan Lopez, dba Amistad Associates***

This Task Order is entered into between the City of Tracy, a municipal corporation (City), and Juan Lopez, dba Amistad Associates (Consultant).

Recitals

A. The City of Tracy entered into a Master Professional Services Agreement with Consultant on March 5, 2024 to facilitate goal setting and consulting services.

B. Under Task Order No. One, the Consultant shall facilitate establishment of performance goals and delivery of a performance evaluation for the City Manager.

Now therefore, the Parties mutually agree as follows:

1. Incorporation of Master Professional Services Agreement. This Task Order incorporates by reference the terms set forth in the Master Professional Services Agreement (“Agreement”) for this project, unless specifically modified by this Task Order.

2. Scope of Services. Consultant shall perform the services described in Exhibit “A” of the Agreement attached and incorporated by reference, with the exception of “Additional Services” as described in Exhibit “A”.

3. Time of Performance. Consultant shall begin services immediately upon execution of the Task Order.

4. Compensation. For services performed by Consultant in accordance with this Task Order, City shall pay Consultant at the billing rates set forth in Exhibit “B” to the Agreement.

Consultant’s fee for this Task Order is Not to Exceed \$12,500.

5. Signatures. The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Task Order on behalf of the respective parties. This Task Order 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

By: Midori Lichtwardt
Title: City Manager
Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Consultant

DocuSigned by:
Juan Lopez
4F940DAAC54C4E0...

By: Juan Lopez, Consultant
Title: Owner
Date: 2/28/2024 | 8:44 PM PST

Federal Employer Tax ID No. _____

By: _____
Title: _____
Date: _____

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF WORK – CITY MANAGER

Performance Goals and Expectations

Consultant will work with City Council to develop a process to establish performance goals and expectations to be used to conduct a performance evaluation of the City Manager. This process will include a needs assessment through individual interviews with the City Manager and City Council members, conducting data analysis and providing a report on the established goals and expectations.

Step 1. Needs Assessment: Interview with City Manager

Conduct an interview with the City Manager to identify city goals, issues, and priorities. In addition, Consultant will also address what has been working well and what the City Manager needs from the Council to be successful.

Step 2. Needs Assessment: Individual Interviews with City Council Members

Conduct confidential interviews with each Council Member to identify their expectations of the City Manager, their goals for the City of Tracy, and how City Council can work effectively with the City Manager to meet City of Tracy’s goals.

Step 3. Data Analysis: Identification of Performance Goals and Expectations

Consultant will review and organize data to identify common themes that are used in defining performance goals and expectations. The priorities as identified through the interviews will be compiled and discussed with the City Manager to ensure clarity and common agreement with City Council.

Step 4. Develop Report

Consultant will prepare a report that clearly identifies performance goals and expectations for the next six months. This process will ensure that the City Manager and City Council are on the same page and focus on strategy and goals.

Conduct Interviews, Prepare Report, Facilitate Discussion and Prepare Summary

Step 1. Needs Assessment: Interview with City Manager

Conduct an interview with the City Manager to evaluate six-month performance objectives, and overall achievements on established goals. Consultant will have the City Manager complete a performance evaluation tool for self-ranking.

Step 2. Needs Assessment: Individual Interviews with City Council Members

Conduct confidential interviews with each Council Member to ascertain their assessment of City Manager performance. Consultant will also use a performance evaluation tool to gather rankings in specific areas.

Step 3. Data Analysis: Review of Performance Goals and Expectations

Consultant will review and consolidate data from interviews and the performance evaluation tool to prepare a written evaluation. The evaluation will include areas of strength and improvement needed.

Step 4. Develop Report

Consultant will prepare a report that clearly identifies performance over the last six months that includes success and challenges, and areas of improvement.

Labor Negotiation for Compensation and Benefits

Consultant may serve as labor negotiator to negotiate compensation and benefits for the City Manager.

**CITY OF TRACY
TASK ORDER NO. 2 TO
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
*Juan Lopez, dba Amistad Associates***

This Task Order is entered into between the City of Tracy, a municipal corporation (City), and Juan Lopez, dba Amistad Associates (Consultant).

Recitals

- A.** The City of Tracy entered into a Master Professional Services Agreement with Consultant on March 5, 2024 to facilitate goal setting and consulting services.
- B.** On March 5, 2024, the City of Tracy also approved Task Order No. One to facilitate establishment of performance goals and delivery of a performance evaluation for the City Manager.
- C.** Under Task Order No. Two, the Consultant shall facilitate establishment of performance goals and delivery of a performance evaluation for the City Attorney.

Now therefore, the Parties mutually agree as follows:

- 1. Incorporation of Master Professional Services Agreement.** This Task Order incorporates by reference the terms set forth in the Master Professional Services Agreement (“Agreement”) for this project, unless specifically modified by this Task Order.
- 2. Scope of Services.** Consultant shall perform the services described in Exhibit “B” of the Agreement attached and incorporated by reference, with the exception of “Additional Services” as described in Exhibit “A”.
- 3. Time of Performance.** Consultant shall begin services immediately upon execution of the Task Order.
- 4. Compensation.** For services performed by Consultant in accordance with this Task Order, City shall pay Consultant at the billing rates set forth in Exhibit “B” to the Agreement.

Consultant’s fee for this Task Order is Not to Exceed \$12,500.

- 5. Signatures.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Task Order on behalf of the respective parties. This Task Order 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

By: Midori Lichtwardt
Title: City Manager
Date: _____

Attest:

Adrienne Richardson, City Clerk

Approved as to form:

Bijal M. Patel, City Attorney

Consultant

DocuSigned by:
Juan Lopez
4F940DAAC54C4E0..

By: Juan Lopez, Consultant
Title: Owner
Date: 2/28/2024 | 8:44 PM PST

Federal Employer Tax ID No. _____

By: _____
Title: _____
Date: _____

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF WORK – CITY ATTORNEY

Performance Goals and Expectations

Consultant will work with City Council to develop a process to establish performance goals and expectations to be used to conduct a performance evaluation of the City Attorney. This process will include a needs assessment through individual interviews with the City Attorney and City Council members, conducting data analysis and providing a report on the established goals and expectations.

Step 1. Needs Assessment: Interview with City Attorney

Conduct an interview with the City Attorney to identify city goals, issues, and priorities. In addition, Consultant will also address what has been working well and what the City Attorney needs from the Council to be successful.

Step 2. Needs Assessment: Individual Interviews with City Council Members

Conduct confidential interviews with each Council Member to identify their expectations of the City Attorney, their goals for the City of Tracy, and how City Council can work effectively with the City Attorney to meet City of Tracy’s goals.

Step 3. Data Analysis: Identification of Performance Goals and Expectations

Consultant will review and organize data to identify common themes that are used in defining performance goals and expectations. The priorities as identified through the interviews will be compiled and discussed with the City Attorney to ensure clarity and common agreement with City Council.

Step 4. Develop Report

Consultant will prepare a report that clearly identifies performance goals and expectations for the next year. This process will ensure that the City Attorney and City Council are on the same page and focus on strategy and goals.

Conduct Interviews, Prepare Report, Facilitate Discussion and Prepare Summary

Step 1. Needs Assessment: Interview with City Attorney

Conduct an interview with the City Attorney to evaluate annual performance objectives, and overall achievements on established goals. Consultant will have the City Attorney complete a performance evaluation tool for self-ranking.

Step 2. Needs Assessment: Individual Interviews with City Council Members

Conduct confidential interviews with each Council Member to ascertain their assessment of City Attorney performance. Consultant will also use a performance evaluation tool to gather rankings in specific areas.

Step 3. Data Analysis: Review of Performance Goals and Expectations

Consultant will review and consolidate data from interviews and the performance evaluation tool to prepare a written evaluation. The evaluation will include areas of strength and improvement needed.

Step 4. Develop Report

Consultant will prepare a report that clearly identifies performance over the previous year that includes success and challenges, and areas of improvement.

Labor Negotiation for Compensation and Benefits

Consultant may serve as labor negotiator to negotiate compensation and benefits for the City Attorney.

EMPLOYMENT AGREEMENT
BETWEEN
MIDORI LICHTWARDT AND THE CITY OF TRACY
TO SERVE AS CITY MANAGER

This Employment Agreement ("Agreement") is made and entered into between the City of Tracy, a municipal corporation ("Employer") and Midori Lichtwardt, an individual ("Employee"). City and Lichtwardt are sometimes referred to herein collectively as "Parties."

RECITALS:

WHEREAS, Lichtwardt currently serves as the Interim City Manager; and

WHEREAS, City desires to employ Lichtwardt as its City Manager for the City of Tracy and Lichtwardt desires to accept employment as City Manager; and

WHEREAS, Parties seek to establish the terms and conditions of employment in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the Parties hereto agree as follows:

Section 1. Employment.

- A. City agrees to employ Lichtwardt as City Manager to perform the functions and duties of a City Manager in accordance with Tracy Municipal Code (TMC), including Chapter 2.08 of Title 2 of the TMC, and applicable state law, and to perform other legally permissible and proper duties and functions as the City Council shall from time-to-time assign. Lichtwardt shall serve at the will and pleasure of City Council, pursuant to the terms and limitations of this Agreement.
- B. Employee shall be the administrative head of the Employer and faithfully perform the City Manager's lawfully prescribed and assigned duties with reasonable care, diligence, skill, and expertise in compliance with all applicable, lawful governing body directives; state, local, and federal laws; and Employer policies, rules, and ordinances as they exist or may hereafter be amended.
- C. Except as may be provided otherwise by applicable law, regulation, or Employer's agreement with any other person, Employee shall have the ultimate supervisory and managerial authority and responsibility to hire, direct, assign, reassign, evaluate, change the terms and conditions of employment, and terminate the employment of all other employees of Employer consistent with the policies of the governing body and the ordinances of the Employer, which authority may be delegated by Employee to such other employees as Employee deems appropriate.
- D. Except as may be provided otherwise by applicable law, regulation, or Employer's agreement with any other person, Employee shall have the authority to establish internal regulations, rules, and procedures which the Employee deems necessary for the efficient and effective operation of the Employer.
- E. Employee shall attend and be permitted to attend, whether personally or through a designee of Employee's choosing, all meetings of Employer's governing body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto, or the Employee's evaluation, unless otherwise provided by applicable law, regulation, or Employer's agreement with any other person.

Employment Agreement
City of Tracy and Midori Lichtwardt
Page 2 of 8

- F. Employer agrees to promptly communicate and provide Employee a reasonable opportunity to cure all substantive criticisms, complaints, and suggestions with respect to Employee's performance of services pursuant to this Agreement.
- G. Except as may be provided otherwise by applicable law, regulation, or this Agreement, Employee shall carry out Employer's lawful policy directives, goals, and objectives, as communicated to Employee by Employer's governing body.

Section 2. Term.

Except as otherwise stated in this Agreement, the term of this Agreement shall be effective on December 19, 2023, and shall be for an indefinite period of time. However, Employee serves at the will of City Council subject to the terms of Section 6 and 8 of this agreement. Employee may resign at any time from the City Manager position with the City provided Employee gives the Employer 30 days written notice in advance and, in which event, Employee forgoes any right to severance pay.

Section 3. Compensation and Benefits.

- A. Base Salary. During the term of this Agreement, Employee shall receive a base salary of \$11,406.34 bi-weekly.
- B. Cost of Living Adjustments. Employer agrees to increase the base salary automatically with any Cost-of-Living Adjustments provided to other employees covered by the most currently adopted Department Head Compensation and Benefits Plan.
- C. Merit Increases in Compensation. Employer may also increase the base salary and/or other benefits of Employee in the amount and to the extent as the Employer may determine that it is desirable to do so on the basis of an annual performance evaluation and salary review.
- D. Health, Disability and Life Insurance Benefits. Employee is entitled to receive the same health, disability and life insurance benefits provided to other employees covered by the most currently adopted Department Heads Compensation and Benefits Plan.
- E. Car Allowance. Employee is entitled to receive a car allowance of \$700 per month, prorated per pay period.
- F. Cell Phone Allowance. For the duration of Lichtwardt's Employee's employment with the City, Employee shall be entitled, at Lichtwardt's option to either a Cellular Phone allowance of \$660 per year, prorated and allocated per pay period, or use, for City business, of a City-owned and paid for Cellular Phone.
- G. Management Benefit Plan. Employee is entitled to receive an annual Management Benefit allowance in the amount of \$2,960 per calendar year to be used at Lichtwardt's discretion for job related expenses or for professional development. The monies will be prorated and allocated per pay period and may be used for a wide variety of job-related expenses, training, association memberships, computer hardware and software, conference registration and attendance, and other miscellaneous job expenses or professional development opportunities.

Employment Agreement
City of Tracy and Midori Lichtwardt
Page 3 of 8

- H. Vacation Accrual. Employee shall accrue 9.23 hours of vacation per pay period based on years of City service as contained in the most currently adopted Department Head Compensation and Benefits Plan.
- I. Sick Leave Accrual. Lichtwardt shall accrue 3.69 hours of sick leave per pay period with no limit, as provided for in the most currently adopted Department Head Compensation and Benefits Plan.
- J. Management Leave. It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the City, and to that end, Employee will be allowed to accrue and use Management Leave as contained in the most currently adopted Department Heads Compensation and Benefits Plan.
- K. Use of Leave. Employee is entitled to accrue all leave, without limit, and if Lichtwardt's employment is terminated, either voluntarily or involuntarily, Employee shall be compensated for all unused accrued vacation leave at the rate of pay on the date of separation. Employee shall be entitled to "buy back" vacation and Management Leave in the same manner as permitted for other employees covered by the most currently adopted Department Heads Compensation and Benefits Plan.
- L. Annual Executive Physical. Employer agrees to provide for the cost and time to attend an annual executive physical examination, if desired and requested.
- M. Deferred Compensation. City shall contribute 5% of Employee's base salary to Employee's 401 Plan deferred compensation.
- N. Benefits. Employee shall receive the same rights and benefits as those conferred to department heads in the most currently adopted Department Heads Compensation and Benefits Plan. City shall contribute to Employee's retirement in accordance with the appropriate California Public Employees' Retirement System (CalPERS) formula as required by CalPERS.
- O. Professional Development. Employer expects the Employee to continue to develop the professional technical and leadership skills and knowledge necessary to serve as City Manager. To that end, Employee is expected to continue membership with the community and professional organizations included, but not limited to International City Managers Association, subject to the City Council's budget approval. Employee is expected to attend national, state or local regular conferences, trainings and other educational opportunities to continue to hone the skills consistent with the City Manager job description. The City will allow Employee reasonable time away to participate in these professional development opportunities and Employer shall pay for these training opportunities as provided for in this subsection subject to City Council's budget approval.
- P. Executive Coaching. Subject to City Council review and approval, Employee may obtain a professional executive coach, who can provide professional advice, mentorship, guidance, and training to the Employee during the term of this Agreement. All costs of the executive coach shall be budgeted and paid by Employer. When seeking approval, Employee shall disclose all costs associated with executive coaching.

Section 4. Performance Evaluation.

- A. It is mutually agreed that the adopted operating budget for each fiscal year generally contains the goals and objectives developed by the City. Within 90 days of the date

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 City of Tracy and Midori Lichtwardt
 Page 4 of 8

of this Agreement, or at some other mutually agreeable time, Lichtwardt and the City Council will meet to discuss and establish performance goals for Lichtwardt. A facilitator selected by Lichtwardt and agreeable to the City Council may facilitate the discussion. The fees for the facilitator shall be paid by the City.

- B. In recognition of time served in the Interim City Manager position since May 2023, Council shall review Employee's performance in September 2024 and annually thereafter. The City Council shall provide Lichtwardt with a written performance evaluation in such format as the City Council may determine. If the City Council concludes Lichtwardt's job performance warrants a salary increase for merit, the Council may grant a merit adjustment in an amount determined by the Council, to be effective on a date determined by the Council. Such merit adjustments may be granted on one or more occasions during the term of this Agreement.
- C. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in closed session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.
- D. In the event the Employer deems the evaluation instrument, format, and/or procedure is to be modified by the Employer and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

Section 5. General Business Expenses.

City agrees to budget for and to pay for professional dues and subscriptions of Lichtwardt for continuing and full participation in national, regional, state and local associations, and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of the City. City shall review Employee's requests for membership, professional development, and attendant travel thereto during the normal budget review process.

Section 6. Separation of Employment

- A. Employee may voluntarily separate from City service by delivering a letter of resignation to the City Council not less than 30 days prior to the effective date of the resignation. This Agreement provide a 30-day notice of resignation is an additional consideration for various benefits provided herein to Employee. Employee shall be entitled to no further compensation after the date of termination.
- B. For the purpose of this Agreement, termination shall occur upon the occurrence of any of the following events:
 - (i) The death of Employee
 - (ii) Loss by Employee of legal capacity
 - (iii) Conviction of a felony
 - (iv) The willful breach of material duty by the Employee in course of Employee's employment
 - (v) Repeated and protracted unexcused absences from the City Manager's Office and duties
 - (vi) Conviction of an illegal act involving personal gain to the Employee; or

Employment Agreement
 City of Tracy and Midori Lichtwardt
 Page 5 of 8

- (vii) Is found to have committed an unethical act involving personal gain to Employee resulting in expulsion from the International City Management Association (ICMA)
 - (viii) If the governing body votes to terminate the Employee at a properly posted and duly authorized meeting in accordance with the Tracy Municipal Code.
 - (ix) If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied to no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.
 - (x) If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of suggestion.
 - (xi) If a breach of contract, declared by either party, is not cured within 30 days of written notice describing the conduct that constitutes a breach.
- C. In the event of the termination of this Agreement for one of the causes enumerated in Paragraph B (i-vii) above, Employee is entitled to the compensation earned by Employee before the date of termination as provided for in this Agreement computed pro rata up to and including that date; Employee shall be entitled to no further compensation after the date of termination.
- D. Employee may not be removed from office within a period of 120 days immediately following a general municipal election held in the City at which a member of the City Council is elected (TMC 2.08.080(b).)
- E. Employee's refusal to comply with a directive that violates the ICMA Code of Ethics shall in no event serve as cause for termination.
- F. Communications Upon Termination. In the event the Employer terminates the Employee for any reason or no reason, the Employer and Employee agree to undertake reasonable efforts to issue a joint press release or statement, the content of which is mutually agreeable to the Employer and Employee. The joint press release or statement shall not contain any text or information that is reasonably considered to be disparaging to either party. For purposes of this subdivision only, "party" includes City Council members in office at the time of termination and miscellaneous unrepresented executive employees. If the parties are able to agree on a joint statement, either party may verbally repeat the substance of the joint press release or statement in response to any inquiry.

Section 7: Reimbursement to CITY.

In accordance with Government Code sections 53243, 53243.1 and 53243.2:

- A. If EMPLOYEE is placed on paid administrative leave pending an investigation, EMPLOYEE shall reimburse the pay to CITY if EMPLOYEE is subsequently convicted of a crime involving the abuse of EMPLOYEE's office or position;
- B. If CITY pays for EMPLOYEE's legal criminal defense, EMPLOYEE shall fully reimburse the funds to the CITY if EMPLOYEE is subsequently convicted of a crime involving an abuse of EMPLOYEE'S office or position; and
- C. If this Agreement is terminated, any cash settlement related to the termination that EMPLOYEE may receive from CITY must be fully reimbursed to CITY if EMPLOYEE

Employment Agreement
 City of Tracy and Midori Lichtwardt
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is subsequently convicted of a crime involving an abuse of EMPLOYEE's office or position.

Section 8: Severance.

If EMPLOYEE involuntarily resigns or is terminated by the City Council for reasons other than those enumerated in Sections 6 (A) or (B i-vii) above, Employee is entitled to nine months of severance pay.

For the purpose of this Agreement, "severance" shall include base salary, CITY's contribution toward health benefit premiums, city paid life insurance premium and employer CalPERS retirement contributions subject to the limitations in Government Code Sections 53260 and 53261. The severance pay shall be paid in a lump sum payment to Employee by the City within 15 working days after the effective date of Employee's involuntary resignation or termination. As a prerequisite for City paying severance pay, Employee shall sign and deliver to City a separation agreement approved by City.

Section 9: General Provisions

- A. Indemnification. City shall defend, save harmless, and indemnify Employee against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager, City will compromise and settle any such claim or suit and pay the amount of any settlement or judgement rendered. It is expressly understood that the City is not responsible for any awards involving punitive damages.
- B. Bonding. City shall bear the full cost of any fidelity or other bonds required of the Employee under Title 2 of the Tracy Municipal Code.
- C. Notices. Notices under this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY OF TRACY – EMPLOYER

MIDORI LICHTWARDT - EMPLOYEE

City Council of the City of Tracy
 Attention: Mayor
 333 Civic Center Plaza
 Tracy, CA 95376

Midori Lichtwardt
 (Address on File)

With a copy to:

City Attorney
 333 Civic Center Plaza
 Tracy, CA 95376

Alternatively, notices required under this Agreement may be personally served in the same manner as is applicable to civil judicial practices.

- D. Entire Agreement. This Agreement sets forth and establishes the entire understanding between the CITY and EMPLOYEE relating to the employment of EMPLOYEE by the CITY. Any prior discussions or representations by or between the parties are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise,

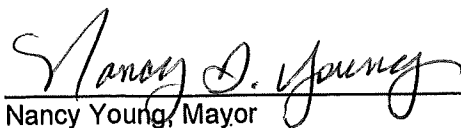
Employment Agreement
 City of Tracy and Midori Lichtwardt
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have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

- E. Amendments. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. The amendments shall be incorporated and made a part of this Agreement.
- F. Heirs. This Agreement is binding upon and inures to the benefit of the heirs at law and executors of EMPLOYEE. If the EMPLOYEE dies prior to the expiration of the term of employment, any monies that may be due EMPLOYEE from CITY under this Agreement as of the date of EMPLOYEE's death shall be paid to EMPLOYEE's executors, administrators, heirs, personal representatives, successors, and assigns.
- G. Severability. If any provision or portion of this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable and shall not be affected but shall remain in effect.
- H. Written Materials. All written, printed, and electronic materials used by EMPLOYEE in performing duties for CITY are and shall remain the property of CITY. Upon termination of employment, EMPLOYEE shall return such material to CITY.
- I. Waiver. The parties shall not be deemed to have waived any of their respective rights under this Agreement unless the waiver is in writing and signed by such waiving party.
- J. Representation by Counsel. Lichtwardt and City acknowledge that they each did, or had the opportunity to, consult with legal counsel of their respective choices with respect to the subject matter of this Agreement prior to signing it.
- K. Applicable Law. This Agreement is signed and delivered in the State of California and the rights and obligations of the parties under this Agreement shall be construed and enforced in accordance with the laws of the State of California.
- L. Interpretation. This Agreement is deemed to have been drafted jointly by the parties to this Agreement. Any uncertainty or ambiguity shall not be construed for or against any party based upon attribution of drafting to any party.
- M. Counterparts. This Agreement may be executed in several counterparts and shall be admissible in counterparts. All executed copies are duplicate originals and are equally admissible in evidence.

CITY OF TRACY (EMPLOYER)

MIDORI LICHTWARDT (EMPLOYEE)


 Nancy Young, Mayor

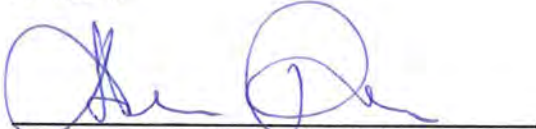

 Midori Lichtwardt

Dated: 12-28-2023

Dated: 12/08/2023

Employment Agreement
City of Tracy and Midori Lichtwardt
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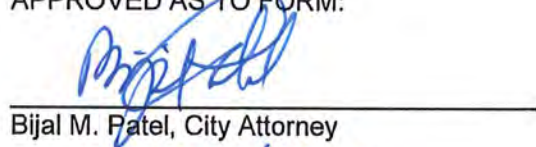
ATTEST:



Adrienne Richardson, City Clerk

Dated: 12/28/2023

APPROVED AS TO FORM:



Bijal M. Patel, City Attorney

Dated: 12/21/2023

AMENDMENT TO EMPLOYMENT
AGREEMENT BETWEEN
BIJAL PATEL AND THE CITY OF TRACY

This Amendment to that certain Employment Agreement dated April 25, 2022, between BIJAL PATEL ("EMPLOYEE") and the CITY OF TRACY ("CITY") (hereinafter "Agreement") is made and entered into between the parties as follows:

RECITALS:

- A. The Agreement required the parties to establish agreed upon performance goals within 90 days of its effective date.
- B. For various reasons, such goals were not established, and Employee has not received an annual performance evaluation or salary increase, as provided to other employees of the CITY and required under the Agreement.
- C. The parties have agreed to amend the terms of the Agreement to modify the date by which the performance goals shall be established, reflect a retroactive salary increase, and modify other terms to better align the Agreement with the employment agreement between the CITY and its other appointed official, the City Manager.

TERMS:

1. **Incorporation by Reference.** This Amendment incorporates by reference the Recitals as if true and correct.
2. **Base Salary.** Section 3.A of the Agreement is hereby deleted in its entirety and replaced with the following:

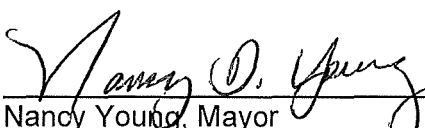
"CITY agrees to pay EMPLOYEE a biweekly base salary of \$10,761.81, retroactively effective on 04/23/2023, payable in accordance with a pre-determined schedule applicable to all CITY employees."

3. **Performance Evaluation.** Section 4 of the Agreement is hereby amended as expressly stated herein, these amendments shall govern over any other inconsistent terms under the Agreement, and no other terms in Section 4 are otherwise amended.
 - A. The Parties shall meet and establish performance goals and an evaluation instrument no later than April 25, 2024 (the second anniversary date of the Agreement). Once established, in the event CITY deems either the performance goals or the evaluation instrument, format, and/or procedure related to such is to be modified by CITY and such modifications would require new or different performance goals, then EMPLOYEE shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.
 - B. For the period commencing on April 25, 2022 until such time that agreed upon performance goals are established by the parties, the City Council may grant a merit or other salary increase to EMPLOYEE, based on any process it shall deem appropriate.

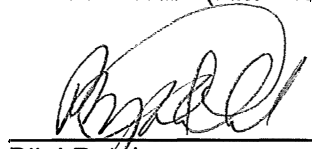
Amendment to Employment Agreement
 City of Tracy and Bijal Patel
 Page 2 of 2

- C. Unless EMPLOYEE expressly requests otherwise in writing, the evaluation of EMPLOYEE shall at all times be conducted in closed session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the CITY or EMPLOYEE from sharing the content of the EMPLOYEE'S evaluation with their respective legal counsel.
4. **Benefits.** The following new sections are hereby added to Section 3 of the Agreement:
- A. A new subsection K is hereby added to read as follows:
- “K. Professional Development. CITY expects the EMPLOYEE to continue to develop the professional technical and leadership skills and knowledge necessary to serve as City Attorney. To that end, EMPLOYEE is expected to continue membership with the community and professional organizations included, but not limited to the California League of Cities, subject to the City Council's budget approval. EMPLOYEE is expected to attend national, state or local regular conferences, trainings and other educational opportunities to continue to hone the skills consistent with the City Attorney job description. CITY will allow EMPLOYEE reasonable time away to participate in these professional development opportunities and CITY shall pay for these training opportunities as provided for in this subsection subject to City Council's budget approval.”
- B. A new subsection L is hereby added to read as follows:
- “L. Executive Coaching. Subject to City Council review and approval, EMPLOYEE may obtain a professional executive coach, who can provide professional advice, mentorship, guidance, and training to the EMPLOYEE during the term of this Agreement. All costs of the executive coach shall be budgeted and paid by CITY. When seeking approval, EMPLOYEE shall disclose all costs associated with executive coaching.”
5. **Severability.** If any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in effect.
6. **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 requirement of the Agreement. The terms of the Agreement which are not specifically modified by this Amendment will remain in full force and effect.
7. **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.

CITY OF TRACY (EMPLOYER)


 Nancy Young, Mayor

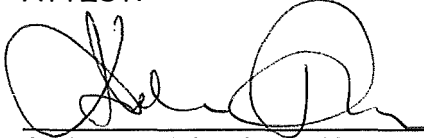
BIJAL PATEL (EMPLOYEE)


 Bijal Patel

Dated: 12/28/2023

Dated: December 14, 2023


ATTEST:



Adrienne Richardson, City Clerk

Dated: 12/28/2023

APPROVED AS TO FORM:



Jeffrey Crosswhite, Assistant City Attorney

Dated: 12/8/23

CITY ATTORNEY'S OFFICE

TRACY CITY COUNCIL

RESOLUTION NO. _____

- 1) APPROVING JUAN LOPEZ, DBA AMISTAD ASSOCIATES (AMISTAD ASSOCIATES), TO SERVE AS THE MUTUALLY AGREED UPON FACILITATOR FOR THE CITY MANAGER PERFORMANCE EVALUATIONS, AS REFLECTED IN TASK ORDER 1 OF THE PROPOSED MASTER PROFESSIONAL SERVICES AGREEMENT WITH AMISTAD ASSOCIATES;
- 2) APPROVING AMISTAD ASSOCIATES TO SERVE AS THE MUTUALLY AGREED UPON FACILITATOR FOR THE CITY ATTORNEY PERFORMANCE EVALUATIONS, AS REFLECTED IN TASK ORDER 2 OF THE PROPOSED MASTER PROFESSIONAL SERVICES AGREEMENT WITH AMISTAD ASSOCIATES;
- 3) DESIGNATING AMISTAD ASSOCIATES AS THE CITY COUNCIL'S "DESIGNATED REPRESENTATIVE" UNDER GOVERNMENT CODE SECTION 54957.6 IN FUTURE NEGOTIATIONS OF COMPENSATION AND BENEFITS WITH, EACH, THE CITY MANAGER AND CITY ATTORNEY; AND
- 4) AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER PROFESSIONAL SERVICES AGREEMENT WITH AMISTAD ASSOCIATES IN A TOTAL NOT-TO-EXCEED AMOUNT OF \$25,000 FOR A NINE-MONTH TERM.

WHEREAS, On December 19, 2023, the City Council approved an Employment Agreement (Attachment D) with Midori Lichtwardt as the City Manager (CM Employment Agreement); and

WHEREAS, The CM Employment Agreement includes the intent of the parties to meet within 90 days of the date of the Agreement to discuss and establish performance goals and conduct a performance review in September 2024; and

WHEREAS, On December 19, 2023, the City Council approved an Amendment to the Employment Agreement (Attachment E) with City Attorney Bijal Patel (collectively, CA Employment Agreement); and

WHEREAS, Included in Section 3A of the Amendment is the intent of the parties to meet to discuss and establish performance goals and conduct a performance review no later than April 25, 2024; and

WHEREAS, Pursuant to their respective employment agreements with the City of Tracy, the City Manager and the City Attorney, each, may elect that the City engage a facilitator that is agreeable to the City Council during the process of establishing performance goals and conducting performance evaluations; and

WHEREAS, The City Manager and City Attorney, each, has elected the option to engage a facilitator and has proposed Juan Lopez, DBA Amistad Associates (Amistad Associates) as the facilitator for their respective performance evaluation processes; and

WHEREAS, As the employment agreements require the parties to agree upon the chosen facilitator, this item requests that the City Council approve Amistad Associates as the mutually agreed upon facilitator to establish performance goals and conduct performance evaluations for, each, the City Manager and the City Attorney; and

WHEREAS, As the employment agreements anticipate that discussions of salary increases occur concurrently with or immediate subsequently to the performance evaluations, the City Council also is being asked to designate Amistad Associates as the City Council's representative for these discussions, in compliance with the Brown Act; now, therefore, be it

RESOLVED: That the City Council of the City of Tracy hereby approves Juan Lopez, dba Amistad Associates (Amistad Associates), to serve as the mutually agreed upon facilitator for the City Manager performance evaluations, as reflected in Task Order 1 of the proposed Master Professional Services Agreement with Amistad Associates; and be it further

RESOLVED: That the City Council hereby approves Amistad Associates to serve as the mutually agreed upon facilitator for the City Attorney performance evaluations, as reflected in Task Order 2 of the proposed Master Professional Services Agreement with Amistad Associates; and be it further

RESOLVED: That the City Council hereby designates Amistad Associates as the City Council's "designated representative" under Government Code Section 54957.6 in future negotiations of compensation and benefits with, each, the City Manager and City Attorney; and be it further

RESOLVED: That the City Council hereby authorizes the City Manager to execute a Master Professional Services Agreement with Juan Lopez, DBA Amistad Associates, attached herein as Attachment A, which contract is proposed to be for a term of 9 months, in the not-to-exceed amount of \$25,000.

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on March 5, 2024, by the following vote:

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

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

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

Agenda Item 1.H

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution 1) Ratifying the Conveyance and Disbursement of Public Fire Safety Fee Provisions of the February 20, 2018 South County Fire Authority Dissolution Agreement with respect to Fire Facilities in Overlapping Jurisdictions; and 2) Authorizing the City Manager and City Attorney to effectuate the conveyance actions previously authorized by Resolution 2022-013.

EXECUTIVE SUMMARY

The developer of the Tracy Hills Project area (Developer) built Fire Station 95, which includes certain real property, the buildings thereon, fixtures and furnishings, and a 2020 Pierce Velocity fire engine apparatus (1500 GMP Pumper) bearing Vehicle Identification Number 4P1BAAGF0MA022707 and License Plate Number 1607554 (collectively, Fire Station 95). Fire Station 95 is built in an “overlapping jurisdiction” of the City and the Tracy Rural Fire District (TRFD). The City Council approved on February 15, 2022, in Resolution 2022-013, the conveyance of Fire Station 95 from the City to TRFD. However, the conveyance was not effectuated due to later discovered discrepancies between the relevant underlying documents governing the relationships amongst the City, TRFD and South San Joaquin County Fire Authority (SSCFA).

To rectify these discrepancies and avoid any disputes in the future, the parties have, collectively, agreed to have their respective decision-making bodies adopt a resolution ratifying the conveyance provisions of the February 20, 2018 South County Fire Authority Dissolution Agreement with respect to fire facilities in overlapping jurisdictions. In addition, the City Council is being asked to authorize the City Manager and City Attorney to effectuate the actions previously authorized under Resolution 2022-013.

The MOU also provides for the City’s transfer to TRFD of revenues derived from development impact fees collected in the TRFD service areas of Fire Station 95 that overlap City limits in order to support the funding of these assets.

BACKGROUND AND LEGISLATIVE HISTORY

On September 7, 1999, the City and Tracy Rural Fire District (TRFD) entered into a Joint Exercise of Powers Agreement (the Original JPA Agreement) to form the South County Fire Authority (SCFA) to provide fire protection services within the City’s and TRFD’s respective service areas. On February 20, 2018, the City and TRFD executed the South County Fire Authority Dissolution Agreement (see Attachment B, Dissolution Agreement) between the City and TRFD, dissolving the SCFA. The parties agreed, among other things, that TRFD will own and operate all fire stations in overlapping jurisdictions of the City and TRFD’s (see map in Attachment A). The Parties further agreed that the City will collect Master Plan Impact Public Fire Safety: Facilities Fees (PFSF Fees) located within the City limits disburse the PFSF Fees

or assets to TRFD to mitigate the impact of the financial costs of expanding facilities, furnishings, and equipment within the overlapping jurisdictions.

On February 20, 2018, the City and TRFD executed a Joint Powers Agreement of the South San Joaquin County Fire Authority (New JPA Agreement) (Attachment C), forming the South San Joaquin County Fire Authority (SSJCFA) to replace the SCFA as the fire protection services provider for the City's and TRFD's respective service areas.

On February 15, 2022, the City accepted the Developers' dedication of Fire Station 95 located in the Tracy Hills Development. The location of Fire Station 95 is in an overlapping jurisdiction between the City and TRFD. The City deemed other site improvements as complete and authorized City staff to file a Notice of Completion and release Developer's faithful performance and labor and materials bonds.

Also on February 15, 2022, the City Council approved, by Resolution 2022-013, the conveyance of Fire Station 95 from the City to TRFD. Fire Station 95 is located at 7151 Tracy Hills Drive, and the conveyance would include real property, the buildings thereon, fixtures and furnishings, and the apparatus.

ANALYSIS AND DISCUSSION

As part of the Dissolution Agreement, Section 4 (b), the Parties agreed that Fire Station 95, relocated Fire Station 94, future Fire Station 99, and any other future fire stations located in the overlapping jurisdictions; including furnishings and equipment related to these stations, would be owned by the TRFD. They also agree that if the District ceases to operate Fire Station, the Fire Station, including furnishing and equipment related to the station would revert back to the City at no cost. Further, under Section 5 (Public Safety Facilities Fee) of the Dissolution Agreement, the City would disburse any collected PFSF fees to TRFD in excess of the fee credits allocated to the developer. However, the New JPA Agreement does not include language that allows for the transfer of these fire facilities or the PFSF Fees from the City to TRFD.

Under Section 4.1 of the New JPA Agreement, a separate agreement is required between the member agencies to establish ownership of facilities within overlapping jurisdictions. The City and TRFD never entered into such an agreement. Further, contrary to Section 4.1 of the New JPA Agreement and Section 4 of the Dissolution Agreement, Sections 4.2 and 4.4 of the New JPA Agreement provide that fire stations and equipment will be "leased" to the SSCJFA rather than owned in fee title by TRFD.

Per the intent of the Dissolution Agreement, the parties contemplated that, upon completion of the construction of any fire station facility within the boundaries of the City of Tracy and not detached from the TRFD, the City would process the acceptance of the development. Once accepted, the City would file a Notice of Completion with the San Joaquin County Recorder's Office. The City would subsequently convey the property to Tracy Rural via Grant Deed and Bill of Sale. Further, the City would disburse any collected PFSF fees to TRFD. The City and TRFD were to have entered into a separate agreement to document the above intent.

Through the ratification actions set forth in the Resolution, the City Council (and respectively, the TRFD and SSCJFA) will acknowledge the survival of Sections 4.1 and 5 of the Dissolution

Agreement and the control of these provisions, as to overlapping jurisdictions, over Sections 4.1 and 4.2 of the New JPA Agreement.

To fully effectuate the Resolution, the following will occur:

- The City will convey to TRFD any and all real property, facilities and equipment located in TRFD's service area;
- The City will convey to TRFD Fire Station 95 as well as the apparatus, purchased for \$874,518;
- The City will convey to TRFD the jurisdiction and rights to collect Public Facilities Fire Safety Fees for TRFD's service area; and
- The City will reimburse TRFD a portion of Public Facilities Fire Safety Fees collected by the City in the overlapping jurisdiction areas since February 20, 2018 (approximately \$96,118.30).

FISCAL IMPACT

Fire Station 95, relocated Fire Station 94, future Fire Station 99, and any other future fire stations located in the overlapping jurisdictions, including furnishing and equipment related to these stations is funded through Tracy's Master Plan Impact Public Fire Safety: Facilities Fees ("PFSF Fees") located in the City limits.

COORDINATION

This item was coordinated with TRFD and SSCJFA, which entities will pass a similar Resolution.

STRATEGIC PLAN

Public Safety: Support emergency operations preparedness, response, and recovery.

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution 1) Ratifying the Conveyance and Disbursement of Public Fire Safety Fee Provisions of the February 20, 2018 South County Fire Authority Dissolution Agreement with respect to Fire Facilities in Overlapping Jurisdictions; and 2) Authorizing the City Manager and City Attorney to effectuate the conveyance actions previously authorized by Resolution 2022-013.

Prepared by: Karin Schnaider, Assistant City Manager

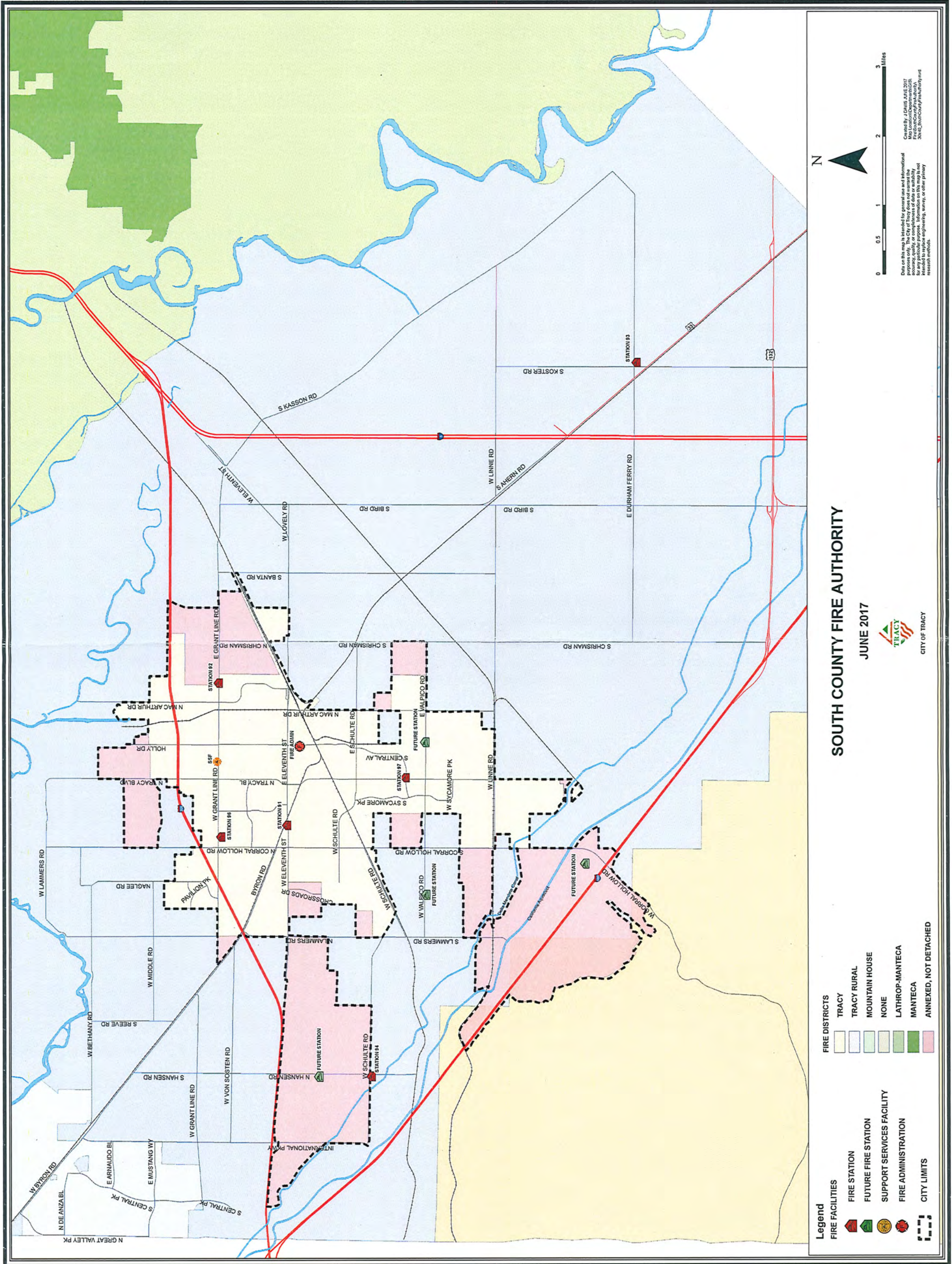
Reviewed by: Sara Cowell, Finance Director
Bijal Patel, City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

- A: Map of Overlapping Jurisdictions
- B: Dissolution Agreement
- C: New Joint Powers Agreement

ATTACHMENT A



N

0 0.5 1 2 3 Miles

Data on this map is intended for general use and informational purposes only. The City of Tracy does not warrant the accuracy, quality, or completeness of data or usability for any purpose. Users are advised to consult with a professional engineer or other qualified person to determine the accuracy and reliability of the data. The City of Tracy is not responsible for any liability or damages resulting from the use of this map.

Created By: J. Davis, June 2017
 File Path: C:\GIS\Projects\South County Fire Authority\Map_SouthCountyFireAuthority.mxd

SOUTH COUNTY FIRE AUTHORITY

JUNE 2017



CITY OF TRACY

- Legend**
- FIRE FACILITIES**
 - FIRE STATION
 - FUTURE FIRE STATION
 - SUPPORT SERVICES FACILITY
 - FIRE ADMINISTRATION
 - CITY LIMITS

 - FIRE DISTRICTS**
 - TRACY
 - TRACY RURAL
 - MOUNTAIN HOUSE
 - NONE
 - LATHROP-MANTECCA
 - MANTECCA
 - ANNEXED, NOT DETACHED

SOUTH COUNTY FIRE AUTHORITY DISSOLUTION AGREEMENT BETWEEN CITY OF TRACY AND TRACY RURAL FIRE DISTRICT

This SOUTH COUNTY FIRE AUTHORITY DISSOLUTION AGREEMENT (“**Agreement**”) is made and entered into as of 2/20 2018 by and between the City of Tracy, a municipal corporation (“**City**”), and the Tracy Rural Fire Protection District, a special district formed pursuant to Health and Safety Code (“**District**”). City and District are collectively referred to as “**Parties**.”

RECITALS

WHEREAS, on September 7, 1999, the Parties entered into the JOINT EXERCISE OF POWERS AGREEMENT FOR THE SOUTH COUNTY FIRE AUTHORITY (“**Original JPA Agreement**”) thereby forming the South County Fire Authority (“**SFCA**”) pursuant to Government Code Section 6500 *et seq.* to jointly provide fire protection services in their respective jurisdictions; and

WHEREAS, on September 7, 1999, the Parties also entered into another agreement titled “AGREEMENT BETWEEN THE CITY OF TRACY AND TRACY RURAL FIRE PROTECTION DISTRICT REGARDING THE CITY OF TRACY’S EMPLOYMENT OF THE TRACY RURAL FIRE PROTECTION DISTRICT’S PERSONNEL” (“**Employment Agreement**”); and

WHEREAS, Original JPA Agreement was amended various times to address changes in the financial obligations of the Parties in light of operational and administrative needs (“**Amendments**”); and

WHEREAS, the Employment Agreement was also amended to reflect the Parties’ changing needs; and

WHEREAS, the Parties are in the process of forming a new joint exercise of powers authority (“**New JPA Authority**”) and now wish to dissolve the SCFA by terminating the Original JPA Agreement; and

WHEREAS, the financial obligations that are the subject of the Original JPA Agreement, Amendments and the Employment Agreement are still outstanding and the Parties wish to enter into this Agreement to terminate the Original JPA Agreement thereby dissolving the SCFA and to reach an mutually agreeable resolution regarding those outstanding financial obligations; and

WHEREAS, it is the Parties’ mutual intention that this Agreement resolve all outstanding issues thereby allowing them to participate in the New JPA Authority without further obligations under the Original JPA Agreement, Amendments and the Employment Agreement; and

NOW, THEREFORE, in consideration of the recitals above, the mutual advantages to be derived, and the mutual covenants contained herein, it is agreed by and among the Parties hereto as follows:

AGREEMENT

1. Termination of Original JPA Agreement and Dissolution of SCFA. The Parties mutually agree to waive the notice requirement under Section 8.1 of the Original JPA Agreement and agree to terminate the Original JPA Agreement and dissolve SCFA, effective July 1, 2018.

a. Assignment of Existing Contracts. All existing contracts for goods, services, and/or equipment entered into by SCFA are hereby assigned to the South San Joaquin County Fire Authority, subject to their acceptance by Board resolution.

2. Obligations Regarding Accumulated Leave of Personnel Previously Employed by District. Concurrently with the establishment of the SCFA, the Parties entered into the Employment Agreement to address their respective obligations regarding the costs of all sick leave and vacation leave accumulated (“**Accumulated Leave**”) but not paid for employees who were still employed by District as of September 15, 1999 (“**District’s Former Employees**”) and subsequently hired by City.

- a. Existing Retirees’ Accumulated Sick Leave. The current value of the Accumulated Sick Leave of District’s Former Employees who retired while employed by the City prior to the effective date of this Agreement (“**Existing Retirees**”), is \$1,612, 026.01 and as further described in Exhibit A. District remains responsible for the total cost of Existing Retirees’ Accumulated Sick Leave, including interest at the Local Agency Investment Fund rate earned by City, compounded annually. District shall remit payment to the City for its share of the current value of Existing Retirees’ Accumulated Sick Leave by the Effective Date of this Agreement in the amount of \$233,214.73. City shall also remit payment for its share of sick leave accumulated by Existing Retirees during their employment with City by the Effective Date of this Agreement in the amount of \$957,168.10. District’s and City’s payments shall be deposited and maintained in a trust by City to pay for Existing Retirees’ medical premiums. The district shall have no liability or responsibility for vacation accrual on behalf of any existing retirees.
- b. Accumulated Leave and Other Accruals of District’s Former Employees. City and District shall jointly fund the cost of Accumulated Leave and any other accruals due to District’s Former Employees who separate from City. The amount of Accumulated Leave and accruals, and the value of the Accumulated Leave and accruals shall be determined in accordance with the Memorandum of Understanding with the Tracy Firefighters Association (“MOU”) in effect at the date of separation of each employee. The City’s and District’s respective contributions to cover the cost of the Accumulated Leave and accruals shall be in accordance with the MOU or any other agreement entered into by the District and City, in effect at the date of separation of each employee.
- c. Termination of Employment Agreement. The Parties further agree to terminate the Employment Agreement, effective July 1, 2018, and to release both Parties from its obligations, except for Section 5 of the Employment Agreement.

3. Pre-Paid Services and Cost-Split for Maintenance and Operations. The Parties amended Sections 6.2 and 6.6 of the Original JPA Agreement by executing Amendment No. 6 on January 2, 2013, to reflect District’s repayment of a loan from City and Parties’ joint cost-sharing of the maintenance and operations for Fire Protection Services, Fire Dispatch Services, and other costs (“**Financial Obligations**”). The City’s calculation of the outstanding loan amount as of June 30, 2017 was \$4,372,897. Following District’s request that City reconsider the amount owed by District to City under the loan, and in consideration of District’s contribution to the funding of Station 92’s maintenance and operations (totaling \$731,718), City’s receipt of Fire Prevention revenues, and past calculations of interest, the City agrees to reduce the outstanding loan amount owed by District to \$1,025,487 (“**Outstanding Balance**”).

SCFA Dissolution Agreement

- a. As consideration for City's reconsideration of Financial Obligations, District agrees that this Agreement is a full and final release of and from any such claims, demands, actions, and causes of action, in law or in equity, and all suits, debts, liens, claims, liabilities, obligations, demands, damages, losses, audit responsibilities, fiduciary responsibilities, present and future, known or unknown, contemplated or un contemplated, arising out of or in connection with the Original JPA Agreement, Amendments, and Employment Agreement, and for any and all damages of any kind whatsoever which have been or which might hereafter be incurred or sustained by the undersigned in connection with Original JPA Agreement, Amendments, and Employment Agreement, and which might exist against the undersigned herein or any other person in favor of the undersigned.
- b. District's obligations to repay City in and all amounts owed pursuant to the Amendments of the Original JPA Agreement and, in particular, the Outstanding Balance shall be deemed to be satisfied at the close of business on June 30, 2018.

4. Ownership of Fire Stations.

- a. Station 92. District hereby agrees that the resolution of Financial Obligations as set forth in Paragraph 4 entitles City to full ownership of Station 92 and District thereby relinquishes, releases, and waives any right to claim ownership of Station 92 now and in the future.
- b. Fire Stations in Overlapping Jurisdiction Areas. The Parties agree that the District shall own and operate all Fire Stations that are currently located or will be located in overlapping jurisdictions areas. If District ceases to operate a Fire Station, the Fire Station will revert back to City at no cost.

5. Public Safety Facilities Fee. City collects a Public Safety Facilities Fees ("PSF Fees"), also known as Fire Facilities Fees from all new development within the City to mitigate the impact of new development on public safety facilities in accordance with the City of Tracy's Citywide Public Safety Master Plan, adopted in 2013. City shall disburse to District PSF Fees collected after the execution of this Agreement that are attributable to mitigating the impact of new development on fire facilities located in District's jurisdictional boundaries. There are no PSF Fees for fire facilities being held by the City. Prior to City's disbursement of any PSF Fees to District, District shall execute an agreement indemnifying and holding City harmless for the District's maintenance, reporting, and use of the PSF Fee. In the event District adopts an impact fee in accordance with the Mitigation Fee Act (Government Code Section 66000, et seq), City shall reasonably cooperate with the collection of that fee. The City shall separate Fire PSF fees generated in the Fire District boundaries and report that amount to the Fire District quarterly and will not co-mingle said funds.

6. Effective Date. This Agreement shall take effect on July 1, 2018, unless otherwise agreed to in writing by City and District.

7. Termination. This Agreement may be terminated by either Party by giving written notice to the other Party sixty (60) days in advance of the proposed termination date.

8. Dispute Resolution. Each Party to this Agreement shall, in good faith, cooperate and assist the other in meeting the obligations contained herein. The Parties shall resolve their disputes informally to the maximum extent possible. The following process shall apply in the event either Party disputes any invoice, charge or obligation under this Agreement:

- a. If a Party disputes any obligation under the Agreement, the disputing Party shall notify the other Party, in writing, within fifteen (15) calendar days of the required payment or performance of the disputed obligation. The Parties shall endeavor to first informally resolve the dispute during those fifteen (15) days. If the Parties cannot informally resolve the dispute, they shall then attempt to resolve such dispute through non-binding mediation for a period not to exceed thirty (30) calendar days. If the Parties cannot mutually agree upon a mediator, then the presiding judge to the San Joaquin County Superior Court shall designate a mediator. The Parties shall contribute equally to the cost of mediation. If mediation is unsuccessful, the disputing Party may pursue litigation or any other remedies to resolve the dispute.

9. Miscellaneous.

- a. 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. Communications shall be deemed to have been 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 U.S. Mail of registered or certified mail, sent to the address below.

To City:
City of Tracy
City Manager
333 Civic Center Plaza
Tracy, California 95376

To District:
Tracy Rural Fire Protection District
c/o Bowman & Berreth
1820 Kettleman Lane Suite F
Lodi, California 95242

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

- b. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- c. 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.
- d. Construction of Agreement. The Parties have each had an equivalent opportunity to participate in the drafting of this Agreement and to consult with legal counsel.


SCFA Dissolution Agreement

Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

- e. 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.


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

CITY OF TRACY


By: 
Robert Rickman, Mayor

Date:

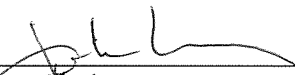
ATTEST

By: 
Adrienne Richardson, City Clerk

APPROVED AS TO FORM

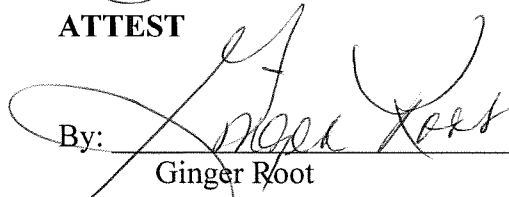
By: 
Thomas Watson, City Attorney

TRACY RURAL FIRE PROTECTION DISTRICT

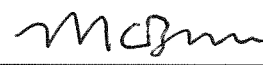
By: 
Chair

Date:

ATTEST

By: 
Ginger Root
District Secretary

**APPROVED AS TO FORM
BOWMAN & BERRETH, LLP**

By: 
Mark Charles Bowman
District Counsel

AMENDMENT NO. 1 TO THE JOINT POWERS AGREEMENT OF THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

THIS AMENDMENT is entered into by an between the City of Tracy, a municipal corporation ("City"), and the Tracy Rural Fire Protection District, a fire protection district formed pursuant to Health and Safety Code sections 13000 and following ("Fire District"). City and Fire District are collectively referred to as "Member Agencies."

RECITALS

WHEREAS, City and Fire District entered into a "Joint Powers Agreement of the South San Joaquin County Fire Authority" (the "Agreement") on February 20, 2018, and

WHEREAS, The parties wish to amend the Agreement to align with requirements of the California Government Code sections 6508.1-6508.2 regarding joint powers agreements that participate in or contract with a public retirement system and the liability of member agencies upon termination.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:


1. **Incorporation by Reference.** This Amendment incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.

2. **Terms of Amendment.**

A. Section 1.7 "Obligations of Authority" of the Agreement is amended to read as follows:

"Section 1.7 Obligations of Authority

The debts, liabilities, and obligations of the Authority shall not be the debts, liabilities, and obligations of any Member Agency unless otherwise specified in Section 2.11 of this agreement.

B.  Subsection (b) "Continued Liabilities" of Section 2.11 of the Agreement is amended to read as follows:

"Section 2.11 Termination of Authority; (b) Continued Liabilities.

Upon termination of this Agreement, unless otherwise determined by a court of competent jurisdiction, any continuing obligations of the Authority shall be borne by the Member Agencies in proportion to their total monetary responsibility for costs of maintenance and operations for the life of the Authority, except as otherwise stated herein.

Each Member's Agency's proportionate share of CalPERS liability is determined by the cost allocation formula defined in Section 5.4 and in effect at the time the Authority is dissolved or insolvent. In the event the Authority is dissolved or becomes insolvent, or the agreement with CalPERS is terminated, each Member Agency is responsible for its

Amendment No. 1 to the Joint Powers Agreement of the South San Joaquin County Fire Authority
Page 2 of 2


proportionate share of all other outstanding Authority liabilities and obligations incurred during the Member Agency's membership in the Authority, allocated in accordance with the formula defined in Section 5.4 and in effect at the time of said dissolution or insolvency, so that the Member Agencies together have fiscal responsibility for 100% of the Authority's outstanding liabilities and obligations upon dissolution or insolvency."


3. **Modifications.** This Amendment No. 1 may not be modified orally or in any manner other than by agreement in writing signed by both parties, in accordance with the requirements of the Agreement.
4. **Severability.** In the event 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 full force and effect.
5. **Signatures.** The individuals executing this Amendment No. 1 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment No. 1 on behalf of the District and the City. This Amendment No. 1 shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.


IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.


CITY OF TRACY

TRACY RURAL FIRE PROTECTION DISTRICT

By: 
Robert Rickman
Title: Mayor
Date: 10-17-19


By: 
Title: Board Chairperson
Date: 10-15-19


Attest:
By: 
Adrienne Richardson
Title: City Clerk
Date: 10/18/19

Attest:
By: 
Natalie Bowman
Title: Clerk of the Board
Date: 10-15-19

Approved as to form

Approved as to form

By: 
Leticia Ramirez
Title: Interim City Attorney
Date: 10/16/19

By: 
Mark C. Bowman
Title: Attorney at Law, District Counsel
Date: 10-15-19

**JOINT POWERS AGREEMENT OF THE SOUTH
SAN JOAQUIN COUNTY FIRE AUTHORITY**

THIS AGREEMENT is entered into on this 20th day of February 2018, by and between the City of Tracy, a municipal corporation (“City”) and the Tracy Rural Fire Protection District, a Fire Protection District (“District”).

RECITALS

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California the City and District (“**Initial Member Agencies**”) previously entered into an agreement for the joint exercise of any power common to them; and

WHEREAS, the Initial Member Agencies desire to enter this Agreement to exercise the power to provide fire protection services within their jurisdictions under a new joint powers authority (hereinafter “**the South San Joaquin County Fire Authority**” or “**Authority**”); and

WHEREAS, this Agreement sets forth the terms and conditions by which they will exercise their powers for the purpose of improving the provision of fire service with the Authority’s jurisdiction.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual advantages to be derived therefrom and in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

SECTION 1. PURPOSE AND POWERS

1.1 Authority.

South San Joaquin County Fire Authority (“Authority”) is formed by this Agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 (commencing with section 6500) of the Government Code of the State of California (“Act”). As provided in Government Code section 6507, the Authority shall be a public entity separate from the parties hereto and its debts, liabilities and obligations shall not be the debts, liabilities and obligations of its Member Agencies. The terms “Members” or “Member Agencies” shall mean any public entity or agency that has agreed to this Agreement, including Initial Member Agencies. The term “Initial Member Agencies” shall only mean City and District.

1.2 Purpose.

The purpose of this Agreement is to provide for the joint exercise of powers to provide a full range of fire services (“Fire Protection Services”) within the Authority’s jurisdictional area including:

- (a) Administer and direct the personnel that provides the Fire Protection Services and provide the necessary administrative support for its programs and operations, which shall include, but not be limited to,
 - (i.) Provide fire safety plan checks and inspections for all commercial, residential and industrial buildings.
 - (ii.) Coordinate abatement activities for hazardous materials and nuisances.
 - (iii.) Promote fire prevention.
 - (iv.) Respond to fire and emergency calls to provide fire suppression, rescue, emergency medical advanced life support, and hazardous materials response services.
 - (v.) Provide and manage a training program involving all facets of departmental functions and operations, for career, reserve, and volunteer personnel.
 - (vi.) Contract for or provide fire dispatch services (“Fire Dispatch Services”) within the Authority’s jurisdictional area.
- (b) Adopt performance objectives of the Authority.

1.3 General Powers.

The Authority shall exercise in the manner herein provided the powers common to each of the Member Agencies, and/or inherent to any one Member Agency, as provided by the laws of the State of California, e.g. Fire Protection District Law of 1987, and all incidental, implied, expressed, or necessary powers for the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in this Agreement and shall have the power to manage, maintain, and operate facilities.

1.4 Specified Powers.

The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including but not limited to, any of the following:

- (a) Initiate, alter and otherwise exercise the common powers of its Members in providing fire suppression, protection, prevention and related services, and those powers that may be conferred upon it by subsequently enacted legislation, and to be the exclusive

body to make policy concerning the administration of the provision of fire service by the Authority for Member Agencies including determining if, when and where to place facilities and staff said facilities within the Authority's jurisdiction for services.

- (b) Make and enter into contracts, including contracts with its Members; provided, however, the Authority may not enter into real property development agreements pursuant to Government Code Section 65865.
- (c) To hire and employ personnel or to contract for personnel to fulfil its mission.
- (d) Assume existing contracts relating to fire suppression, protection, prevention and related services.
- (e) Lease, acquire, hold and dispose of real and personal property.
- (f) Invest reserve funds.
- (g) Incur debts, liabilities, or obligations, provided that all long term bonded indebtedness, certificates of participation or other long-term debt financing require the prior consent of the Member Agencies.
- (h) Sue and be sued in its own name.
- (i) Apply for grants, loans, or other assistance from persons, firms, corporations, or governmental entities.
- (j) Use any and all financing mechanisms available to the Authority, subject to the provisions of this Agreement.
- (k) Prepare and support legislation related to the purposes of the Agreement.
- (l) Lease, acquire, construct, operate, maintain, repair and manage new or existing facilities, apparatus and equipment as well as to close or discontinue the use of such facilities, apparatus and equipment.
- (m) Levy and collect payments and fees for Fire Protection Services.
- (n) Impose new special taxes or assessments as authorized by law to the extent allowed by law, and in coordination with the underlying jurisdiction(s).
- (o) Provide related services as authorized by law including, but not limited to, emergency medical services, emergency preparedness, mitigation of hazardous materials incidents and confined space rescue.

- (p) Contract for the services of attorneys, accountants, consultants and other services as needed.
- (q) Purchase insurance or to self-insure and to contract for risk management services.
- (r) Adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority, including the determination of compensation of Directors.
- (s) Exercise the power of eminent domain.
- (t) Advise its Members of the impact of land development on the provision of fire suppression, protection, prevention and related services.
- (u) Recommend approval of an annual fire department budget to the Member Agencies, including, but not limited to, staffing levels at each fire station and all related costs for each fire station and the administrative, training and fire prevention budget activities.
- (v) Develop finance, procurement and conflict of interest policies.
- (w) Establish fire department operational policies for fire protection.
- (x) Receive, accept, and utilize the service of personnel offered by the Member Agencies, or their representatives or agents and to receive, accept and utilize real or personal property from the Member Agencies.
- (y) Mitigate fire protection impacts caused by development within the jurisdiction of the Authority.

1.5 Restrictions on Exercise of Powers.

The power of the Authority shall be exercised in the manner provided in the Act and, in accordance with §6509 of the Act, shall be subject to the restrictions upon the manner of exercising such powers that are imposed upon general law cities in the State of California in the exercise of similar powers.

1.6 Employment of Personnel and Administration of Services.

Initially, the Authority will contract with a Member Agency to serve as the “Employer of Record” and provide all employees and employee services to the Authority. The Initial Member Agencies desire to transition to having the Authority employ its own personnel to provide any or all of the services the Authority elects to provide. In the event that the Authority elects to employ its own personnel, the Chief Executive Officer shall, with the assistance of the staffs and consultants of the Member Agencies, prepare a personnel plan (“the Personnel Plan”) detailing how the Authority would employ its own personnel. The Personnel Plan shall detail the treatment of matters such as transfer of employees from the Member Agencies to the Authority (and the transfer’s effect on

existing collective bargaining agreements, the allocation of pension liabilities and obligations, the treatment of accrued leave, civil service and seniority rights, and other employee benefits and rights), risk management, and other administrative matters required at the start-up of new organizations. The Personnel Plan shall be presented to the legislative bodies of the Member Agencies. Upon their receipt of the Personnel Plan, the Member Agencies agree to meet in good faith and negotiate the terms of the Authority employing personnel. Thereafter, Member Agencies and Authority shall enter into an agreement regarding the terms of employing personnel (“the Personnel Agreement”).

Until such time as personnel are transferred to the Authority, the Authority’s Chief Executive Officer shall be hired as the Fire Chief of the Member Agency that is the “Employer of Record.” Until such time as personnel are transferred to the Authority pursuant to this Section, Employer of Record shall assign the functions of its personnel to the Authority.

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all wages and benefits, disability, workers compensation, and other benefits which apply to the activities of the officers, agents, or employees of the Member Agencies when performing their respective functions shall apply to them to the same degree and extent while engage in the performance of any of the functions or duties under this Agreement.

1.7 Obligations of Authority.

The debts, liabilities, and obligations of the Authority shall not be the debts, liabilities, and obligations of any Member Agency.

1.8 Conflict of Interest.

The Authority Board shall adopt and, thereafter, maintain a conflict of interest code in compliance with applicable provisions of the Political Reform Act (Gov. Code, §87300 et seq.) and the regulations adopted by the Fair Political Practices Commission (Cal. Code Regs., Title 2, §1870 et seq.).

1.9 Identification.

The Authority’s fire stations fire apparatus, vehicles and personnel will be identified as “South County Fire.”

SECTION 2. GOVERNANCE.

2.1 Governing Board.

The Authority shall be administered by a Board of Directors (hereinafter, “**Authority Board**” or “**Board**”) consisting of members of the legislative bodies of the Member Agencies. The initial Member Agencies, as identified in this agreement, shall each indefinitely be allocated a minimum of two Board positions. Any additional Member Agency that becomes party to this agreement shall be allocated a minimum of one Board position and may not exceed two Board positions.

Each Legislative Body shall appoint an alternate Board member from the Legislative Body who may act in the absence of a member appointed by that Legislative Body. The Board of Directors shall be called the “Board of Directors of the South San Joaquin County Fire Authority.” All voting power of the Authority shall reside with the Board of Directors who shall be responsible for setting policy for the Authority including the provision of all Fire Protection Services for its Member Agencies.

All Board members shall serve at the pleasure of the Member Agency that appointed such Board member.

All vacancies on the Board of seats appointed by Member Agencies shall be filled by the appointing Member Agency within thirty (30) calendar days of the vacancy. Each board member shall cease to be member of the Board of Directors when such member ceases to hold office as a member of the Legislative Body appointing entity.

2.2 Officers.

(a) Chief Executive Officer.

The Authority Board of Directors shall select an Chief Executive Officer and the Chief Executive Officer shall serve as the Authority Fire Chief and shall serve at the will of the Authority Board. The Chief Executive Officer shall be responsible for implementing the Authority’s policies as well as administration of the Authority’s affairs and property as directed by the Authority’s Board of Directors.

Initially, as stated in Section 1.6, a Member Agency shall serve as the “Employer of Record” of the Authority’s and the Chief Executive Officer shall be employed by the said Member Agency. Although employed by a Member Agency, the Chief Executive Officer shall be selected by and serve at the “will” of the Authority Board of Directors.

The Chief Executive Officer shall have the power:

- To prepare and submit, in consultation with the Member Agencies, to the Board of Directors, an annual budget for the succeeding Fiscal Year;
- To expend funds of the Authority whenever authorized by the Authority’s annual budget or the Member Agencies for additional services;
- To retain any consultants, or contractors, as authorized in the Authority’s budget, or as may be directed by the Board of Directors;
- To supervise the operation of the Authority’s Fire Protection Services and Leased Facilities;

- To make recommendations to the Member Agencies for the purchase or construction of new fire station(s) apparatus and equipment, the replacement of existing property and/or the acquisition of new property; and
- To perform such other duties as directed by the Board of Directors.

The Chief Executive Office shall provide the Authority's Board of Directors a report each quarter of the staffing levels at each fire station and such other details of operational performance of the Authority's services as well as any other reports concerning the Authority as may be requested by the Board of Directors.

(b) Secretary/Clerk.

The Secretary/Clerk shall be appointed by the Board. The Secretary shall countersign all contracts signed by the Chairperson, Vice-Chairperson and/or the Chief Executive Officer on behalf of the Authority, as well as perform such other duties as may be imposed by the Board of Directors.

The Secretary/Clerk shall be responsible for providing notice of, preparing and posting agendas after consulting the Member Agencies, and keeping minutes of regular, adjourned regular, and special meetings of the Board, and shall cause a copy of the minutes to be forwarded to each Director. The Secretary/Clerk shall have charge of, handle and have access to all other records of the Authority. The Secretary/Clerk shall be directed by the Chief Executive Officer.

(c) Controller/Treasurer.

The Controller Treasurer shall be appointed by the Board. The Controller/Treasurer shall be depository and shall have custody of all of the accounts, funds and money of the Authority from whatever source. The Controller/Treasurer shall have the duties and obligations set forth in §§6505 and 6505.5 of the Act, and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority.

The Controller/Treasurer shall provide monthly reports of Member Agencies' expenditures and revenue for fire prevention and fire protection services and of the Authority to the Board of Directors in such form as may be specified by the Board.

(d) Officers in Charge of Property.

Pursuant to §6505.6 of the Act, the Controller/Treasurer shall have charge of, handle, and have access to all accounts, funds, and money of the Authority and all records of the Authority relating thereto; the Secretary shall have charge of, handle and have access to all other records of the Authority; and the Chief Executive Officer shall

have charge of, handle, and have access to physical properties of the Authority, in such a manner as may be specified by the Authority's Board of Directors.

(e) Official Bonds.

The Chief Executive Office, Secretary/Clerk, and Controller/Treasurer shall each file an official bond in the penal sum of \$25,000 pursuant to §6505.1 of the Act.

(f) Legal Counsel.

The Board of Directors shall have the power to appoint one or more general and/or special legal counsel to the Authority who shall perform such duties as may be prescribed by the Board of Directors. Neither legal counsel, nor his/her firm, shall represent any Member Agency, unless a conflict waiver has been granted by the Authority.

2.3 Meetings of the Board of Directors.

The Board of Directors shall provide for regular meetings at a date, time, and place fixed by resolution of the Board of Directors which shall occur at least monthly. All meetings of the Board of Directors shall be called, noticed, held, and conducted in accordance with the provisions of §§54950, et seq. of the California Government Code (The Ralph M. Brown Act). A proposed agenda shall be sent to all Member Agencies prior to a board meeting, as directed, by resolution of the Board.

A minimum of half of the Board of Directors, plus one Board member, shall constitute quorum for purposes of conducting meetings and transacting business.

2.4 Chairperson and Vice-Chairperson.

The Board of Directors shall elect a Chairperson and Vice-Chairperson from among its members. The Chairperson and Vice-Chairperson shall rotate from each Member Agency annually such that the Chairperson and Vice-Chairperson shall not be appointed from the same Member Agency. In the event of the disqualification or permanent inability to serve as the Chairperson during the year, another member from the same Agency shall be appointed Chairperson to fulfill the one-year term.

The Chairperson shall preside at all Authority Board meetings, may sign all contracts on behalf of the Authority and shall perform such other duties as may be imposed by the Board of Directors.

The Vice-Chairperson shall act, sign contracts, and perform all of the Chairperson's duties in the temporary absence of the Chairperson.

2.5 Required Votes.

The affirmative votes of a majority of members of the Board of Directors shall be required to take any action, provided however, that any vote to incur a debt or to issue bonds respectively, shall require a unanimous vote of all Board members.

2.6 Voting.

Each member of the Board of Directors shall have one vote.

2.7 Minutes.

The Secretary/Clerk shall keep minutes of the meetings of the Board of Directors and forward a copy of the minutes to each Member Agency following board approval.

2.8 Bylaws.

The Board of Directors may adopt Bylaws for the conduct of its meetings and affairs as are necessary for the purposes herein.

2.9 Appointment of Officers/Employees.

Initially, an officer or employee of a Member Agency as specified in Section 2.2(c) may hold the office of Controller/Treasurer of the Authority. Within one (1) year of the Effective Date of this Agreement, the Authority shall select an independent Controller/Treasurer who shall assume the responsibilities within a reasonable period of time. Such person or persons shall possess the powers of and shall perform the Controller/Treasurer functions for the Authority required by Government Code Sections 6505, 6505.5, and 6505.6, including any subsequent amendments thereto. The Controller/Treasurer shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of Authority.

2.10 Expenditures for the Approved Budget.

All expenditures within the amount of the approved general budget shall be made in accordance with the authorization of the Board. Expenditures in excess of any amount approved in the general budget by the Board shall not be made without the approval of a majority of all of the Directors of the Board. A Member Agency incurring obligations to the Authority without Board approval shall be fully liable for said obligation and shall indemnify the Authority and the other Member Agencies from said obligations.

2.11 Termination of Authority.

(a) Notice Required.

This Agreement may be terminated by an affirmative vote of Member Agencies constituting 50% or more of the membership of the Authority. A written Notice of

Termination shall be sent all other Member Agencies following that vote and shall state that the termination date is effective at least twenty four (24) months from the date of the Notice.

(b) Continued Liabilities.

Upon termination of this Agreement, unless otherwise determined by a court of competent jurisdiction, any continuing obligations of the Authority shall be borne by the Member Agencies in proportion to their total monetary responsibility for costs of maintenance and operations for the life of the Authority.

(c) Disposition of Leased Facilities.

Upon termination of this agreement, Authority shall return all Leased Facilities, including any replacements, to the Member Agency on title, reasonable wear and tear excepted.

(d) Surplus Money.

Upon termination of this Agreement, any surplus money on hand shall be returned to the Member Agencies in accordance with the proportion to their total monetary responsibility for costs of maintenance and operations for the life of the Authority

(e) Obligations Survive Termination.

The obligations of Section 2.11 survive termination of this Agreement.

2.13 Dispute Resolution.

In the event the Member Agencies disagree regarding the interpretation or application of this Agreement or cannot agree on the distribution of Leased Facilities and/or other assets of the Authority upon termination, they shall meet during a ninety (90) day period in a good faith effort to resolve the disagreement informally. If the Member Agencies cannot informally resolve the dispute, they shall then attempt to resolve such dispute through either non-binding mediation or arbitration for a period not to exceed sixty (60) calendar days. If the Member Agencies cannot mutually agree upon a mediator, then the presiding judge to the San Joaquin County Superior Court shall designate a mediator. The Member Agency shall contribute equally to the cost of mediation. If mediation is unsuccessful, the disputing Member Agency may pursue litigation or any other remedies to resolve the dispute.

The arbitration shall be conducted in accordance with the California Arbitration Act (Code of Civil Procedure §1280 et seq.). The costs of mediation or arbitration (excluding each Agency's own costs) shall be borne by the Agencies equally.

2.14 Cooperation and Disclosure.

Unless and until the Authority employs its own personnel, the Employer of Record shall keep the Authority informed of any negotiations, agreements or other circumstances that have a significant impact on the operations and/or jurisdiction of the Authority. Member Agencies shall keep the Authority informed of their negotiations with developers and, prior to entering into any agreements with same, shall advise the Authority of any significant impacts to the Authority. Members shall promptly notify the Authority of all annexation or new land development applications that impact the Authority's jurisdiction before filing with any city or county. Members shall consult with the Authority other Members before seeking to raise new revenue (ballot, tax or bond) that impact the provision of fire services. Upon written request, Member Agencies shall, within a reasonable time period, provide the Authority with records necessary to conduct audits of funds used for the provision of fire services.

All Member Agencies shall be notified before any Member Agency approves a formal action by any Member Agency to pursue, financing, purchasing and/or building facilities to be used for Fire Protection Services.

SECTION 3. LEVEL OF SERVICE.

3.1 Basic Services.

A. *List of Services.* The Authority shall provide a uniform, minimum set of basic services to each Member Agency, which shall consist of the following:

1. Responding to fire and emergency calls to provide fire suppression, rescue, emergency medical, and hazardous materials response service.

2. Providing a fire prevention program that includes fire safety plan checks, issuance of fire safety permits and inspections as required by the California Fire Code.

a. The Member Agencies will each adopt the California Fire Code with such modification and amendments deemed appropriate by each Agency. As part of the code adoption process, each Agency will assign the Authority as the "Authority Having Jurisdiction" for all fire protection matters within the Member Agency jurisdictions.

b. The Authority by Member agreement may charge user fees for its fire protection program to the greatest extent possible to fully recover its cost for services. By agreement with the Authority, a Member Agency may elect to fund the aspects of the Authority fire protection program otherwise required to be funded by Authority user fees, in which case the Authority user fees shall not be charged in the territory of the Member Agency as specified in the agreement between the Authority and the Member Agency.

3. Coordinating abatement activities for hazardous materials and nuisances. So as to avoid the inequitable use of Authority resources, the Authority and Member Agencies shall

take commercially reasonable steps to recover the costs of abatement from the parties responsible for the conditions requiring abatement.

4. Ensuring that personnel are trained to provide all facets of Authority functions and operations.

5. Provide or contract for dispatch services within the Authority's jurisdiction area.

B. *Level of Service.* The Member Agencies will indirectly control the level of services, in terms of response times, through their station siting and staffing level decisions. Member Agencies shall also retain the right to elect to close stations within their jurisdictions. Nothing in this Agreement is intended to or shall limit or control the land use power of a municipal corporation or any other Member Agency that is a party to this Agreement.

3.2 Additional Services.

So long as it would be consistent with the Authority's powers set out in Section 1 above, the Authority may perform additional or higher level services within the territory of all or a particular Member Agency, pursuant to an agreement between the Authority and the Member Agencies.

SECTION 4. FACILITIES AND EQUIPMENT.

4.1 Member Agency Ownership

Member Agencies shall, as a condition of membership, make available all its stations, apparatus and equipment to provide fire protection services. Member Agencies shall be responsible for constructing and replacing fire stations within their respective jurisdiction.

Member Agencies that have overlapping jurisdictional boundaries shall enter into a separate agreement to establish ownership of facilities within the overlapped areas.

4.2 Lease of Facilities.

Each Member Agency hereby agrees to lease, by separate agreement, in consideration of the services provided herein, to the Authority the following real and personal property, together with any replacements or new property of a similar nature.

(a) All existing operational fire stations, together with all furniture, computers and furnishings in such stations.

(b) All fire apparatus, together with all equipment located on the apparatus, , which consists of existing fire trucks, engines, and vehicles together with all equipment physically located on each piece of apparatus;

- (c) All personal protective equipment listed, such as turnout gear and all other personal protective equipment.

Each Member Agency warrants that its property provided is in good and workable condition.

4.4 New Facilities.

All new station constructed by a Member Agency that are within the Member Agency's jurisdictional boundaries shall be leased to the Authority upon being placed in service in accordance with this Section. Such leases shall be separately negotiated between the Authority and the Member Agency.

4.5 Improvements and Maintenance of Facilities and Apparatus.

A. *Maintenance and Repair.* The Authority shall be responsible for maintenance and ordinary repair of all facilities leased in the provision of services pursuant to this Agreement.

B. *Station Structural Repairs; Replacement.* Members Agencies shall be responsible for capital improvements to the real property owned by each, as used herein, "capital improvements" refers to structural repairs and similar improvements which are the type of improvements that would be added to the tax "basis" if the property were owned by a non-governmental entity. Member Agencies shall be responsible for ensuring that the facilities are replaced at the end of the facility's useful life, including ensuring that financial resources are available for replacement. To facilitate the Member Agencies' duty to replace facilities, the Authority shall maintain and annually update a replacement schedule for all of the leased facilities.

C. *Property Insurance.* The Authority shall maintain in full force and effect, fire insurance and a standard "all risk" policy covering all Leased Facilities. This coverage must (i) name the titled Member Agencies as an additional insureds, (ii) contain a waiver of subrogation endorsement in favor of the titled Member Agencies, (iii) cover loss or damage to the station and any Member Agency-owned personal property in the amount of the full replacement value, (iv) include a deductible no greater than \$25,000. Covered perils are to include fire, all risk, vandalism, malicious mischief and sprinkler leakage. The Parties intend that insurance proceeds paid as a result of real property damage be passed through the Authority to the effected Member Agency.

4.6 Authority-Owned Facilities.

With the approval of the legislative bodies of all of the Member Agencies, the Authority may acquire by lease or purchase real and personal property such as administration buildings, training, and other facilities as necessary..

4.7 Authority's Assumption of Liability.

The Authority shall assume responsibility for any and all loss, litigation, liability, injury, damage, claim, demand, and tort or workers compensation incidents that occur for any personnel or contracts assigned to and accepted by the Authority. The Member Agency shall retain responsibility and liability for any and all such incidents not assigned or accepted by the Authority and shall retain all risk management reserves that have been set aside for such prior incidents. The Authority may contract to receive risk management services on such terms as agreed to by the Authority.

4.8 Indemnification and Insurance.

Pursuant to Government Code section 820.9, as may be amended, members of the Board of Directors of the Authority are not vicariously liable for injuries caused by the act or omission of the Authority or any of its Members.

Except as provided herein, the Authority shall defend, indemnify and hold harmless Member Agencies and their officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys' fees) arising out of or in any way related to the performance of services pursuant to this Agreement or an agreement assumed by or otherwise transferred to the Authority or any Member assets to be transferred to the Authority, including but not limited to real property, personal property, equipment and apparatus.

Notwithstanding this Agreement the Members agree that no immunity or defense available to the Member Agencies under State or federal law or regulation shall be waived with respect to any third party claim.

SECTION 5. FINANCES.

5.1 Accounting Procedures.

Full books and accounts shall be maintained for the Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. In particular, the Authority's auditor and treasurer shall comply strictly with requirements governing joint powers agencies, Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government of Code of the State of California.

The Authority shall keep accurate and correct books of account, showing the cost of providing Fire Protection Services and Fire Dispatch Services within the jurisdictional area, broken down by: jurisdictional areas; Member Agency; locations of calls; number of units sent; cancellation of units; and the identity of responding stations. Said books and records shall be open to inspection at all times during normal business hours by a Member Agency or its designee.

The Controller/Treasurer shall provide monthly reports of expenditures and revenue of all Member Agencies relating to the fire protection and fire prevention services and of the Authority to

the Authority Board and Member Agencies in such form as may be specified by the Board or requested by a Member.

5.2 Audits.

The Controller/Treasurer shall cause the books of account and other financial records of the Authority to be audited by an independent public accountant or certified public accountant in accordance with §§6505 and 6505.6 of the Act.

The records and accounts of the Authority shall be audited annually by an independent certified public accountant and copies of the audited financial reports, with the opinion of the independent certified public accountant, shall be filed with the County Auditor, the State Controller and each Member Agency within six (6) months of the end of the fiscal year under examination.

5.3 Annual Budget.

It shall be the policy of the Authority to approve only those budgets that do not exceed available revenues and neither the Authority nor the Employer of Record shall disburse funds outside of approved budgets or without the prior written approval of all Member Agencies.

At least sixty (60) days prior to the commencement of each fiscal year, the Chief Executive Officer shall meet with each Member Agency to prepare a preliminary budget for the Authority based on the formula identified in Section 5.4. Each Member Agency must approve the preliminary budget prior to May 15th of each year. On or before May 15th, of each year, the Authority Board of Directors shall adopt a preliminary annual budget for maintenance and operation costs of the Authority. On or before September 1, of each fiscal year, the Authority Board shall adopt a final annual budget for maintenance and operation costs of the Authority.

Following approval of the annual budget by the Authority, Member Agencies shall pay their pro rata share 120 days in advance of their expenses as estimated within the current approved budget.

The Chief Executive Officer and the Treasurer shall provide quarterly budget updates to the Authority Board.

5.4 Responsibility for Maintenance and Operations Costs.

The Member Agencies shall share responsibility for the annual costs of maintenance and operations for Fire Protection Services, Fire Dispatch Services, any expenses of the Member Agency pursuant to this Agreement, and any insurance premiums paid by the Member Agency to insure itself against liability arising out of the contract with the Authority for the provision of fire services. Based on the formula in the paragraph below, each Member Agency shall be responsible for all such costs within their jurisdictional fire protection boundaries. Member Agencies with overlapping boundaries shall enter into a separate agreement that establishes fire protection responsibilities.

Prior to December 31 of each year, the Chief Executive Officer and Treasurer shall meet with each Member Agency to provide an accounting of the previous fiscal year. Except as otherwise provided in this Agreement, or pursuant to a resolution adopted by each Member Agency, the cost allocation shall be determined by the following formula:

Divide the total number of daily staffed positions within each Member Agency by the total number of daily staffed positions within the Authority.

Example: If the Authority has a total number of seven (7) daily staffed fire companies, each staffed with three (3) personnel, the total staffed positions for the Authority would be twenty-one (21). If a Member Agency had four (4) companies within their jurisdictional boundaries, the Member Agency would be responsible for twelve (12) daily staffed positions of the total twenty-one (21) daily staffed positions. Twelve (12) divided by twenty-one (21) equals 57.14 percent. The Member Agency with four (4) of the seven (7) companies would be responsible for 57.14 percent of the operating cost of the Authority.

The formula used for cost allocation shall be used for all fire protection and fire prevention services provided by the Authority. Formula shall not apply to:

Station Repairs; Replacement. Members Agencies shall be responsible for capital improvements to the real property owned by each Member Agency. As used herein, “capital improvements” refers to structural repairs and similar improvements which are the type of improvements that would be added to the tax “basis” if the property were owned by a non-governmental entity. Member Agencies shall also be responsible for all facility repairs and replacements costs that exceed \$5,000 per occurrence.

5.5 Limitations on Exceeding Budget Allocations

Unless and until such time as the Authority employs its own personnel, expenditures by the Employer of Record, shall not exceed the approved Authority annual budget without prior written consent of all Member Agencies. Any expenditures not pre-approved in writing by all Member Agencies, shall be an expense paid by the Member Agency incurring the unauthorized expenditure and shall not be a debt owed by the other Member Agency(s) of the Authority.

5.6 Funding.

Unless otherwise agreed, the Member Agencies agree to each be responsible to fund the replacement of the apparatus and facilities owned by Member Agency, respectively.

The Authority Board shall adopt an “emergency funding” policy for the funding of unforeseen emergencies that must be addressed prior to formal Board approval.

To the extent authorized by law, the Member Agencies agree to impose fire impact fees and/or special taxes necessary to provide funding for the Member Agency’s obligations under this Agreement.

5.7 Additional Services.

Either Member Agency may request the Authority to perform additional services in addition to Fire Protection Services, provided such Member Agency provides funding for such additional services or other agreement between the Members.

SECTION 6. MEMBERSHIP.

6.1 Adding Member Agencies.

Any “public agency,” as that term is defined in Section 6500 of the Government Code, that is authorized to provide the common powers jointly exercised pursuant to this Agreement is eligible to become an additional party to this Agreement. Member Agencies other than the Initial Member Agencies are referred to herein as “Additional Member Agencies.” Eligible agencies may become members by executing this Agreement, satisfying any terms and conditions established by the Board, and upon unanimous approval of the membership of the Board. Upon such approval, this Agreement will then become effective as to that signatory.

6.2 Withdrawal of a Member Agency.

This Agreement shall remain in effect as to all Member Agencies, unless and until it is terminated as to a particular Member Agency by written notice (“Withdrawal Notice”) to all other Members. The Withdrawal Notice must be given by the withdrawing Member at least two (2) years in advance of the effective date of such withdrawal. A withdrawing Member Agency shall not be liable for commitments made by the Authority after the Withdrawal Notice is given except that the departing Member Agency shall be liable for its pro rata share up to the Date of Withdrawal. A withdrawing Member Agency shall also be liable for its pro rata share of the Authority’s approval contractual commitments made prior to the Withdrawal Notice, excluding automatic renewals, amendments or restatements made subsequent to the Withdrawal Notice. The withdrawing Member Agency may pay the Authority the present value of its pro rata share of all obligations as of the Date of Withdrawal or otherwise refinance its obligations, but in no event pay less than owed at the time payment is due under agreements made before the Withdrawal Notice. Upon termination of this Agreement as to a withdrawing party, the Authority shall return to the Member Agency all of the leased facilities identified in Sections 4.2 above, unless otherwise specified in an agreement between Member Agencies that share territory. A withdrawing agency shall not be entitled to any agency funds upon withdrawal.

SECTION 7. MISCELLANEOUS.

7.1 Conflict of Interest.

The Authority Board shall adopt and, thereafter, maintain a conflict of interest code in compliance with applicable provisions of the Political Reform Act (Gov. Code, §87300 et seq.) and the regulations adopted by the Fair Political Practices Commission (Cal. Code Regs., Title 2, §1870 et seq.).

7.2 Recitals.

The foregoing recitals are true and correct and are made a part hereof.

7.3 Effective Date of Agreement.

This Agreement shall become effective when signed and executed by both Member Agencies.

7.4 Operational Date of Authority.

This Agreement shall become operational on March 1, 2018, following approval and execution by the Initial Member Agencies.

7.5 Term.

This Agreement shall be effective on the effective date and shall continue in effect until terminated pursuant to Sub-section 2.11.

7.6 Headings.

All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing language in the section referred to or to define or limit the scope of any provision of this Agreement.

7.7 Consent.

Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

7.8 Law Governing.

This agreement is made under the Constitution and laws of the State of California.

7.9 Amendments.

This Agreement may not be amended or modified except by vote of all Members.

7.10 Severability.

In the event any provision of this Agreement is determined to be illegal or invalid for any reason, all other provisions and sections of this Agreement shall remain in full force and effect unless and until otherwise determined. The illegality of any provision of this Agreement shall in no way affect the legality and enforceability of any other provisions of this Agreement.

7.11 Non-Liability of Agents.

None of the officers or agents of the Authority shall be deemed, by reason of such status, to be officers, agents or employees of either Member Agency or to be subject to any of the requirements of either Member Agency.

7.12 Successors.

This Agreement shall be binding upon and all inure to the benefit of the successors of the Member Agencies. Member Agencies may not assign any right or obligation hereunder without written consent of the Authority.

7.13 Notice.

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 at the mailing or electronic addresses listed herein.

To City: City of Tracy
333 Civic Center Plaza
Tracy, California 95376
Manager@cityoftracy.org

With copy to: City Attorney
333 Civic Center Plaza
Tracy, California 95376
attorney@cityoftracy.org

To District: Bowman & Berreth
Tracy Rural Fire Protection District
1820 Kettleman Lane, Suite F
Lodi, California 95242

Communications shall be deemed to have been received on the first to occur of: (1) actual receipt at the physical address designated above, or (2) three working days after the deposit of a written

7.14 No Continuing Waiver.

No waiver of any term or condition of this Agreement shall be considered a continuing waiver thereof.

7.15 No Third Party Beneficiary.

The Members agree that the provisions of this Agreement are not intended to directly benefit, and shall not be enforceable by, any person or entity not a party to this Agreement.

7.16 Entire Agreement.


This Agreement contains all the terms agreed to by the Parties relating to its subject matter.

7.17 Construction of Agreement.

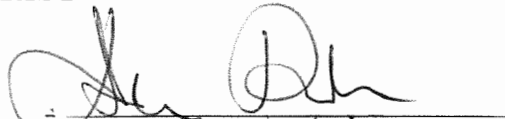
Each Member Agency has had an equivalent opportunity to participate in the drafting of this Agreement and to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply hereto.

[SIGNATURES ON NEXT PAGE]

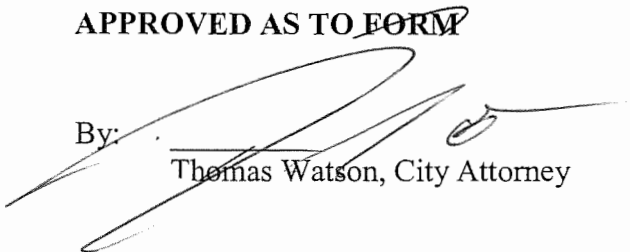
CITY OF TRACY

By: 
Robert Rickman
Mayor

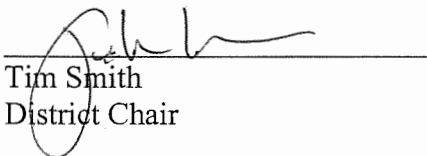
ATTEST

By: 
Adrienne Richardson, City Clerk

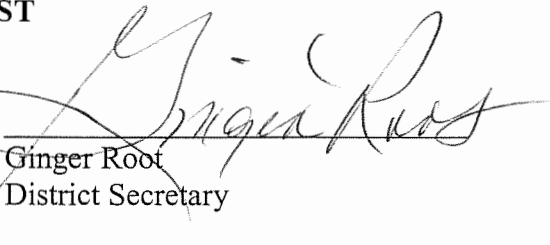
APPROVED AS TO FORM

By: 
Thomas Watson, City Attorney

TRACY RURAL FIRE PROTECTION DISTRICT

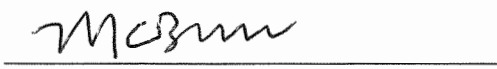
By:  *Vice Chair for*
Tim Smith
District Chair

ATTEST

By: 
Ginger Root
District Secretary

APPROVED AS TO FORM

BOWMAN & BERRETH, LLP

By: 
Mark Charles Bowman
District Counsel

TRACY CITY COUNCIL

RESOLUTION NO. _____

-
- 1) **RATIFYING THE CONVEYANCE AND PUBLIC FIRE SAFETY FEE PROVISIONS OF THE FEBRUARY 20, 2018 SOUTH COUNTY FIRE AUTHORITY DISSOLUTION AGREEMENT WITH RESPECT TO FIRE FACILITIES IN OVERLAPPING JURISDICTIONS; AND**
 - 2) **AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO EFFECTUATE THE CONVEYANCE ACTIONS PREVIOUSLY AUTHORIZED BY RESOLUTION 2022-013**

WHEREAS, On September 7, 1999, the City and Tracy Rural Fire District (TRFD) entered into a Joint Exercise of Powers Agreement to form the South County Fire Authority (SCFA) to provide fire protection services within the City's and TRFD's respective service areas; and

WHEREAS, On June 7, 2016, the City entered into the Tracy Station 95 Fire Station Acquisition Agreement with Tracy Hills Project Owner, LLC, and Tracy Hills Phase 1, LLC (together, Developer), providing for the Developer's construction and dedication of Tracy Fire Station 95 located at 7151 Tracy Hills Drive (Station 95); and

WHEREAS, On February 20, 2018, the City and TRFD executed the South County Fire Authority Dissolution Agreement (Dissolution Agreement) between City and TRFD, dissolving SCFA; and

WHEREAS, Section 4(b) of the Dissolution Agreement provided that TRFD "shall own and operate all Fire Stations that are currently located or will be located in overlapping jurisdiction areas"; and

WHEREAS, Section 5 of the Dissolution Agreement further provided that the City will collect Public Fire Safety: Facilities Fees (PFSF Fees) located in the overlapping jurisdiction and disburse those PFSF Fees to TRFD to mitigate the impact of new development on such facilities, furnishings, and equipment; and

WHEREAS, On February 20, 2018, in furtherance of the Dissolution Agreement, the City and TRFD executed a Joint Powers Agreement of the South San Joaquin County Fire Authority (New JPA Agreement) forming the South San Joaquin County Fire Authority to replace SCFA as the fire protection services provider for the City's and TRFD's respective service areas; and

WHEREAS, The New JPA Agreement was intended to govern the formation, structure, role and authority of the newly formed South San Joaquin County Fire Authority (SSCJFA); and

WHEREAS, Section 4.1 of the New JPA Agreement provides that the City and TRFD “shall enter into a separate agreement to establish ownership of facilities within overlapped areas” (areas within both TRFD’s service area and City limits), as reflected in the attached map (Exhibit A); and

WHEREAS, The City and TRFD never entered into a separate agreement to document the intent of Section 4.1; and

WHEREAS, Contrary to Section 4.1 of the New JPA Agreement and Section 4 of the Dissolution Agreement, Sections 4.2 and 4.4 of the New JPA Agreement provide that fire stations and equipment will be “leased” to the SSCJFA rather than owned in fee title by TRFD; and

WHEREAS, The developer of the Tracy Hills Project area (Developer) built within an overlapping jurisdiction, Fire Station 95, which includes certain real property, the buildings thereon, fixtures and furnishings, and a 2020 Pierce Velocity fire engine apparatus (1500 GMP Pumper) bearing Vehicle Identification Number 4P1BAAGF0MA022707 and License Plate Number 1607554 (collectively, Fire Station 95); and

WHEREAS, The TRFD has been utilizing Fire Station 95, although fee title remains with the Developer due to the inconsistencies existing in the relevant documents; and

WHEREAS, Notwithstanding the terms of the relevant documents, the City, TRFD and the SSCJFA intended for the 1) conveyance and PFSF Fee provisions of Section 4(b) of the Dissolution Agreement to be binding on both parties and the future Fire Authority, and survive the Dissolution Agreement, such that TRFD would own in fee-title any existing or future fire stations and equipment in the overlapping jurisdictions, and 2) lease provisions of Sections 4.2 and 4.4 of the New JPA Agreement to only apply to fire facilities outside of the overlapping jurisdictions; and

WHEREAS, To reconfirm the parties’ intent and validate the survival of Sections 4(b) and 5 of the Dissolution Agreement, the City, TRFD and the Fire Authority have mutually agreed to have their respective decision-making bodies adopt this Resolution; and

WHEREAS, Pursuant to this Resolution, the City Council of the City of Tracy (City Council) further seeks to ratify the actions authorized by Resolution 2022-013, whereby the City Council accepted the dedication of Fire Station 95 from the Developer and authorized its conveyance to TRFD; and now therefore be it

RESOLVED: That the City Council of the City of Tracy hereby ratifies and confirms that the conveyance and PFSF Fee provisions of Sections 4 and 5 of the Dissolution Agreement are binding on the City and TRFD, and survive the expiration or termination of the Dissolution Agreement, and that the City will convey to TRFD, in fee-title, any existing or future fire stations and equipment in the overlapping jurisdictions that is or becomes in the possession of the City; and be it further

RESOLVED: That the City Council hereby ratifies and confirms that the lease provisions of Sections 4.2 and 4.4 of the New JPA Agreement only apply to fire facilities that are or will become in the possession in locations outside of the overlapping jurisdictions; and be it further

RESOLVED: That the City Council ratifies that the conveyance provisions of Section 4 of the Dissolution Agreement, with respect to overlapping jurisdictions only, control over Sections 4.2 and 4.2 of the New JPA Agreement, and conversely, with respect to all other areas, Sections 4.2 and 4.2 of the New JPA Agreement control over Section 4 of the Dissolution Agreement; and be it further

RESOLVED: That the City Manager and City Attorney are hereby authorized to effectuate the actions authorized by Resolution 2022-013; and be it further

RESOLVED: That this Resolution shall become effective on the date on which the last decision-making body adopts this Resolution.

* * * * *

The foregoing Resolution 2024-__ was adopted by the Tracy City Council on March 5, 2024, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENTION: COUNCIL MEMBERS:

By: _____
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 conduct a public hearing, and upon conclusion, adopt a Resolution: 1) approving the Community Development Block Grant (CDBG) Award Allocation Recommendations provided in Attachment B hereto; 2) approving the appropriation to the City of Tracy Economic Development Division of the total CDBG and HOME Investment Partnership Program (HOME) Awarding funds to be determined by San Joaquin County; 3) approving the allocation of the County-approved CDBG and HOME Award funds to the Subrecipients in accordance with Award Allocation Recommendations provided in Attachment B hereto; and 4) authorizing the City Manager, or her designee, to sign the CDBG Subrecipient Agreements and other implementing documents.

EXECUTIVE SUMMARY

Consider and approve the recommended Community Development Block Grant funding awards for public service, public facility & improvement projects, and grant administration submitted by the City of Tracy, local and regional nonprofit organizations, as set forth in Attachment B hereto (Recommended Awards). The Recommended CDBG Awards include 9 public service, 2 Public Facilities & Improvements, and 1 Administration award of various amounts totaling \$506,211, and one Home Investment Partnerships Program funding award in the amount of \$181,610 for Fiscal Year (FY) 2024-25. After City Council Approval, the Recommended Awards must be approved by the County of San Joaquin. The list of priority-ranked funding allocations and award recommendations are due to the County of San Joaquin by March 20, 2024 for final funding determinations as part of the annual entitlement program process. This item also seeks Council's authorization for the City Manager, or her designee, to sign the CDBG Subrecipient Agreements and other implementing documents upon approval from the County of San Joaquin and HUD.

BACKGROUND AND LEGISLATIVE HISTORY

Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds are allocated to cities and counties by the United States Department of Housing and Urban Development (HUD) for use in projects that make for a viable community, with local programs and services that provide decent housing, a suitable living environment, and expand economic opportunities for low- and moderate-income individuals and families.

The City of Tracy receives an annual pass-through allocation from the County of San Joaquin ("County"), which serves as the entitlement agency. The City reviews, selects, and nominates grant award subrecipients for County approval, which is then sent to HUD for approval of the County's Annual Action Plan (AAP). Upon HUD's approval of the County's AAP, the City internally appropriates the approved grant fund amount, allocates awards to subrecipients, which include the disbursement of funds to subrecipients and then receiving reimbursements from the County.

On November 15, 2016, the City Council adopted local funding priorities to be considered in the annual allocation process and to be used as a guide for the Parks and Community Services Commission (Commission) in formulating proposed award recommendations through Fiscal

Year 2024-2025. These priorities are listed below in priority order by each program category:

CDBG

Public Services Category:

- (1) Food Distribution Services
- (2) Homelessness Prevention, Intervention and Transitional Housing Services
- (3) Senior and Special Needs Services
- (4) Domestic Violence Services
- (5) Youth Education and Enrichment Services

Public Facilities/Improvements Category:

- (1) Public Parks and Facilities
- (2) Removal of Architectural Barriers (ADA)

HOME

- (1) Address issues of public safety, health, and welfare
- (2) Rehabilitate residential properties occupied by low-income persons
- (3) Partner to construct income restricted family and senior housing facilities

Funding Availability

The County provided the following estimated allocation amounts of CDBG and HOME funds to be allocated to the City of Tracy in the FY 2024-2025 program year:

CDBG

Public Services Allocation (15%)	\$ 75,932
Public Improvements/Public Facilities	\$ 430,279

Total \$ 506,211

HOME

Home Eligible Activities	Total \$ 181,610
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The actual amounts available for allocation will be based on a final funding determination by HUD. HUD regulations, codified in the Code of Federal Regulations (CFR) Title 24, Part 570, require CDBG Public Services allocations to be limited to 15% of the total annual CDBG allocation. Up to 20% of the funding may be allocated for grant administration, and the remaining CDBG funding is dedicated to Public Improvements/Public Facilities projects.

Applicants

In addition to the thirteen (13) eligible applications received by local non-profit agencies in the Public Services category, the City received one (1) direct allocation request for the San Joaquin Fair Housing Association to support affordable housing and one (1) direct allocation request for

the San Joaquin County Food Services Pool. The San Joaquin County Food Services Pool is managed by the County on a competitive application basis. This year, the County received two (2) applications for countywide CDBG funded programs for food distribution services. These San Joaquin County Food Services Pool applicants are also eligible to receive funding from other cities and the County as part of the entitlement consortium because they serve multiple communities in addition to Tracy.

The City also requested one (1) direct allocation for grant administration and received two (2) eligible applications for the CDBG Public Improvements/Public Facilities category. One (1) eligible application was received for the HOME program.

Parks and Community Services Commission Recommendation:

In order to encourage meaningful citizen involvement, public examination, and appraisal of the process, as well as enhance program accountability, a subcommittee of the Parks and Community Services Commission evaluates, scores and makes funding allocation recommendations on the CDBG and HOME fund applications. The subcommittee is comprised of two members of the Commission, appointed annually by the Commission Chair, and a City staff member. The role of the subcommittee is to review applications for consistency with adopted local funding priorities, score and prioritize the funding of applications submitted by the City of Tracy, local and regional non-profit organizations and make a funding allocation recommendation to the full Commission (Attachment B). The Parks and Community Services Commission then makes a formal recommendation to the City Council. The Tracy City Council is then asked to review and accept the CDBG and HOME funding recommendations from the Commission, which will later go before the San Joaquin Board of Supervisors for final approval.

CDBG and HOME grant applications for FY 2024-2025 were available beginning December 19, 2023, with a submittal deadline of January 22, 2024. An informational meeting on the CDBG and HOME grant program was held in-person at City Hall on January 9, 2024.

The subcommittee individually scored each application submitted by the City of Tracy, local and regional non-profits during the aforementioned application period, applied the funding allocation formula adopted by the Parks and Community Services Commission on December 6, 2018 (Attachment A) to the applications and made a funding allocation recommendation to be presented by City staff to the full Parks and Community Services Commission on February 13, 2024. The scoring process took into consideration City Council's local funding priorities, as well as HUD's national requirements for each grantee application. Individual scores for each application were averaged to determine a final score.

The County requires CDBG Public Service awards be allocated at a minimum of \$5,000 with no maximum funding amount per applicant, and a minimum award of \$150,000 and a maximum of \$2 million for CDBG Public Improvements/Public Facilities awards. There are no established funding award limits for HOME projects or programs. All contracts between the City and its grantees are for two (2) year terms allowing increased flexibility in the delivery of services and projects to the community.

On February 13, 2024, the Parks and Community Services Commission conducted a special public meeting to consider the CDBG and HOME funding recommendations of the

Commission's appointed subcommittee. During the discussion, staff presented each applicant's funding request and the subcommittee's funding recommendations. The recommendation for the Public Services category was to award projects the requested amounts based on the limits set within the funding allocation formula until funds were exhausted. Seven of the thirteen public services applicants were awarded amounts based on their rank and the tier maximum as established in the funding allocation formula. After all Public Service project allocations were determined, there was a remaining \$1,888. Because the remaining amount was not sufficient to fund an additional project, the subcommittee recommended allocating the remaining \$1,888 to applicant ranked no. 5.

Under the Public Improvements/Public Facilities category, the subcommittee's recommendation was to reduce the allocation for the applicant ranked no. 1 to \$196,279 and award the minimum for Public Improvement/Facility projects to the next-ranked eligible application. Because applicant ranked no. 2 is ineligible for funding, the subcommittee recommended awarding the \$150,000 minimum to applicant ranked no. 3.

The Parks and Community Services Commission's final recommendation was to move forward with the recommendations provided by the Parks Commission sub-committee (Attachment B).

Public Services Allocation:

- Direct Allocation to San Joaquin County Fair Housing to be \$5,500
- Direct Allocation to the County food services pool (Mobile Farmer's Market and Meals on Wheels) to be \$13,544
- Application ranked 1 will be funded the requested amount up to a max of \$12,000
- Application ranked 2 will be funded at \$12,000
- Applications ranked 3 and 4 will be funded the requested amount up to a maximum allocation of \$8,000 each
- Application ranked 5 will be funded at \$6,888
- Application ranked 6 will be funded at \$5,000
- Application ranked 7 will be funded at \$5,000

Public Facilities/Improvements Allocation:

- Direct Allocation to City of Tracy for Grant Administration \$84,000
- Application ranked 1 will be funded at \$196,279
- Application ranked 3 will be funded at \$150,000

HOME Investment Partnership Allocation:

- Application ranked 1 will be funded at \$181,610

The County Board of Supervisors is expected to review and consider final approval of all locally recommended projects by May 7, 2024. Staff further requests that Council authorize the City Manager to execute the funding agreements and all other relevant agreements with the recipients, on behalf of the City (Attachment C).

PUBLIC OUTREACH / INTEREST

Economic Development staff held an informational meeting on the CDBG and HOME programs in-person at City Hall on January 9, 2024. This informational meeting

provided applicants guidance through the application process.

CEQA DETERMINATION

This item is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., 'CEQA') and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.; 'CEQA Guidelines') in that it is not a "project" for purposes of CEQA (as defined by CEQA Guidelines §15378). Specifically, this item proposes an organizational or administrative activity that will not result in a direct or indirect physical change in the environment (CEQA Guidelines §§15378(b)(5)). Further, even if this item was deemed a "project," and therefore subject to CEQA, the item would be exempt as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (CEQA Guidelines §15061(b)(3)).

FISCAL IMPACT

There is no fiscal impact to the City budget from this item. The City of Tracy, as a subrecipient of the County, estimates an allocated \$506,211 in CDBG funds for FY 2024-2025 for use by its selected grantees. Additionally, the City estimates an allocated \$181,610 in FY 2024-2025 in HOME funds.

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.

ACTION REQUESTED OF THE CITY COUNCIL

Staff recommends that the City Council conduct a public hearing, and upon conclusion, adopt a Resolution: 1) approving the Community Development Block Grant (CDBG) Award Allocation Recommendations provided in Attachment B hereto; 2) approving the appropriation to the City of Tracy Economic Development Division of the total CDBG and HOME Investment Partnership Program (HOME) Awarding funds to be determined by San Joaquin County; 3) approving the allocation of the County-approved CDBG and HOME Award funds to the Subrecipients in accordance with Award Allocation Recommendations provided in Attachment B hereto; and 4) authorizing the City Manager, or her designee, to sign the CDBG Subrecipient Agreements and other implementing documents.

Prepared by: Joseph Viorge-Koide, Acting Management Analyst, Economic Development

Reviewed by: Jorge T. Barrera, J.D., Economic Development Manager
Sara Cowell, Finance Director
Bijal Patel, City Attorney
Kimberly Murdaugh, Interim Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

- Attachment A – Funding Allocation Formula
- Attachment B – Award Recommendations Parks and Community Services Commission Priority Ranking & Funding List
- Attachment C – City of Tracy, CDBG Subrecipient Agreement
- Attachment D – PowerPoint Presentation

ATTACHMENT A

FUNDING ALLOCATION FORMULA – PUBLIC SERVICE Adopted by PCSC on Dec 6, 2018

1) The top 2 scoring applications will be funded the requested amount up to \$12,000

2) Applications ranked 3 & 4 will be funded the requested amount up to \$8,000

3) Applications ranked 5 and below will receive \$5,000 in order of ranking until funds are exhausted

4) Any remaining funds less than \$5,000 will be distributed to applicants 5 and below until exhausted (cannot exceed Tier 2 amounts)

Should the City receive more funding than estimated, additional programs may be funded in ranking order.

Attachment B

2024-2025 CDBG/HOME Funding Recommendations

<i>Estimated</i> Total CDBG allocation	\$	506,211
Total Public Services Allocation (15% cap)	\$	75,932
Total Public Facility / Grant Admin Allocation (85%)	\$	430,279
Adj. (+/-)		
Total HOME Fund Allocation	\$	181,610

Estimated Public Services		Estimated Public Facilities & Improvements	
Funding Available:	\$75,932	Funding Available:	\$430,279
Public Service Funded	\$75,932	Public Facilities & Improvements	\$430,279
Amt. +/- Avail. Funds	\$0	Amt. +/- Avail. Funds	\$0

Applicant Summaries

CDBG/Public Service Projects						
Applicant	Project Title	Funding Request	Local Priority	Subcommittee Recommended Funding	Commission Recommended Funding	Recomm. to City Council
San Joaquin Fair Housing	Affordable Housing and Counseling Services	\$ 5,500.00	Direct Allocation	\$5,500	\$5,500	\$ 5,500.00
SJ County Food Services Pool	Food Distribution Services (Mobile Farmers Market & Meals on Wheels)	\$ 13,544.00	Direct Allocation	\$13,544	\$13,544	\$ 13,544.00
Tracy Interfaith Ministries	Nourishing Food Distribution	\$ 15,000.00	(1) Food Distribution	\$12,000	\$12,000	\$ 12,000.00
Prevail	Serenity House	\$ 12,000.00	(4) Domestic Violence Services	\$12,000	\$12,000	\$ 12,000.00
Boys & Girls Clubs of Tracy	Food Enrichment Program	\$ 12,000.00	(1) Food Distribution	\$8,000	\$8,000	\$ 8,000.00
Tracy Community Connections Center	Street Outreach Mobile Shower Program	\$ 67,452.64	(2) Homelessness, Prevention, Intervention and Transitional Housing Services	\$8,000	\$8,000	\$ 8,000.00
Community Partnerships of San Joaquin	Tracy Family Resource Center - Food Distribution Services	\$ 12,000.00	(1) Food Distribution	\$6,888	\$6,888	\$ 6,888.00
McHenry House Tracy Family Shelter	Night Supervisor Salary / Family Crisis Intervention Program	\$ 12,000.00	(2) Homelessness, Prevention, Intervention and Transitional Housing Services	\$5,000	\$5,000	\$ 5,000.00

Gospel Center Rescue Mission	Transitional Housing Program	\$ 12,000.00	(2) Homelessness Prevention, Intervention and Transitional Housing Services	\$5,000	\$5,000	\$ 5,000.00	
Total Public Service				Total PS Funded	\$75,932	\$75,932	75,932

CDBG/Public Facilities & Improvement Projects							
Applicant	Project Title	Funding Request	Eligible Activity	Subcommittee Recommended Funding	Commission Recommended Funding	Recomm. To City Council	
City of Tracy	Grant Administration	\$ 84,000.00	Direct Allocation	\$84,000	\$84,000	\$84,000	
City of Tracy	Temporary Emergency Housing Facility	\$ 289,500.00	(1) Public Parks and Facilities	\$196,279	\$196,279	\$196,279	
City of Tracy	City of Tracy Pedestrian ADA Improvements	\$ 548,330.00	(1) Public Parks and Facilities	\$150,000	\$150,000	\$150,000	
Total Public Facilities & Improvements				Total PF Funded	\$430,279	\$430,279	\$430,279
				Total CDBG Funding Recommended	\$506,211	\$506,211	\$506,211

HOME Investment Partnership Projects							
Applicant	Project Title	Funding Request	Eligible Activity	Subcommittee Recommended Funding	Commission Recommended Funding	Recomm. To City Council	
Housing Authority of the County of San Joaquin	Tracy Homes Phase I Senior Apartments	\$181,610.00	(2) Rehabilitate residential properties occupied by low income persons	\$181,610	\$181,610	\$181,610	
Total HOME				Total Funded	\$181,610	\$181,610	\$181,610
				Total HOME Funding Recommended	\$181,610	\$181,610	\$181,610

ATTACHMENT C

AGREEMENT BETWEEN THE CITY OF TRACY
AND _____
FOR COMMUNITY DEVELOPMENT BLOCK GRANT
FUNDING FOR FISCAL YEAR 2024-2025

THIS AGREEMENT entered into this ____ day of _____ 2024 by and between the City of Tracy (herein called the "Grantee") and _____. (herein called the "Subrecipient"). Grantee and Subrecipient are collectively referred to as the "Parties" or individually as "Party."

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 (the "Act"); and,

WHEREAS, The City of Tracy's City Council, on _____, authorized the City Manager to execute funding agreements with Subrecipients, under Resolution No. _____.

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds to the benefit of low-income residents;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SUBRECIPIENT OBLIGATIONS.

A. Use of CDBG Funds. The Subrecipient will be responsible for administering a CDBG fiscal year 2024 - 2025 program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Subrecipient hereby agrees to use the CDBG funds provided to Subrecipient solely for the Project, and specific Project objectives, more specifically set forth in Exhibit A ("Project"). The CDBG funds shall be used solely to reimburse the actual expenses incurred by Subrecipient for the project as set forth in the "**Budget**" attached hereto as Exhibit C and incorporated herein by reference.

B. National Objectives. The Subrecipient certifies that the Project activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives: 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums of blight, or 3) meet community development needs having a particular urgency, as defined in 24 CFR Part 570.208. Subrecipient shall be required to repay the Grantee for any CDBG funds expended by Subrecipient on any project, or portion thereof, that does not meet a national objective as defined above.

The SUBRECIPIENT hereby represents, warrants, and certifies that the Project activities carried out under this Agreement will meet the National Objective 570.201 (E).

C. Staffing. Staffing is the responsibility of the Subrecipient. The Subrecipient will provide staff assistance in preparing and submitting invoices to the Grantee for payment of CDBG funds.

E. Performance Monitoring. The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to

correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

For purposes of implementing this Agreement and monitoring Subrecipient's performance, Grantee will appoint a Project Liaison that will coordinate with the Subrecipient. The parties will meet as necessary to provide for the efficient and smooth implementation of this Agreement and the activities contained herein.

F. Subrecipient Representations. Subrecipient hereby represents and warrants that:

1) it has read and is familiar with all of the terms and provisions of the Act and the regulations applicable to Subrecipient;

2) is a nonprofit organization permitted to receive CDBG funds under the Act and related regulations; and

3) the use of the facility, the Project, and/or the expenses to be reimbursed by the CDBG funds, as described in the budget below are permitted uses of CDBG funds under the Act and the related regulations.

G. Federal Award Identification.

Federal award identification information regarding the funding provided to Subrecipient by this Agreement, as required by 24 CFR 200.331, is included in Exhibit B, attached hereto and incorporated herein.

II. TERM.

Unless earlier terminated as provided for herein, the term of this Agreement shall start on the first Day of July, 2024 and expire on the 30th day of June 2025 (the "Term"). The Term shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.

III. BUDGET.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the Project Budget and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. The Grantee and the Subrecipient must approve any amendments to the Project Budget in writing.

IV. DISBURSEMENT OF CDBG FUNDS.

A. Maximum Amounts. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed _____ **Dollars (\$ AMOUNT) For Public Improvements/Public Services.** CDBG funds shall be used solely to reimburse the actual expenses incurred by Subrecipient for the project as set forth in the Budget.

B. Disbursement Procedure. Not more frequently than monthly and no less than quarterly, Subrecipient shall submit an invoice to Grantee, in a form acceptable to the Grantee, setting forth the amounts actually expended by Subrecipient for the Project. Said invoice shall, at a minimum, set forth each budget category for which reimbursement is sought, a description of the expense, the total budgeted amount for the category, the amount requested to be reimbursed for each

budget category, and the total amount expended for each budget category to date. Said invoice shall be accompanied with such additional supporting information as requested by the Grantee, including, but not limited to, paid receipts for each expense.

C. Conditions of Disbursement. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200. Subrecipient shall be required to repay the Grantee for any CDBG funds expended by Subrecipient on any Project, or portion thereof, that does not meet a national objective as defined above.

D. Account Management Standards. The Subrecipient shall certify that the Subrecipient's financial system is in accordance with the standards specified in OMB Circular 110, or 24 CFR Part 84.

V. NOTICES

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first-class mail to the following contract representatives:

<u>Grantee</u>	<u>Subrecipient</u>
Midori Lichtwardt	Name
City Manager	Title
City of Tracy	Organization
333 Civic Center Drive	Address
Tracy, CA 95376	City, State, Zip Code
O: 209-831-6115	O: XXX-XXX-XXXX
F: 209-831-6120	F: XXX-XXX-XXXX

Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Paragraph.

VI. SPECIAL CONDITIONS

Not Applicable.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including but not limited to Subpart K of 24 CFR Part 570. The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract, including but not limited to 2 CFR Part 200. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the project.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent subrecipient. Subrecipient shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Grantee.

C. Indemnification and Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges, liabilities, costs and expenses (including attorneys' fees) and judgments whatsoever that arise out of or in connection with, either directly or indirectly, the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Insurance

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

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 \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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.

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

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

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

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

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

6. **Notice of Cancellation.** Subrecipient 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. Subrecipient shall immediately obtain a replacement policy.

7. Authorized Insurers. All insurance companies providing coverage to Subrecipient 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.

8. Insurance Certificate. Subrecipient 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.

9. Substitute Certificates. Subrecipient 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.

10. Subrecipient's Obligation. Maintenance of insurance by the Subrecipient as specified in this Agreement shall in no way be interpreted as relieving the Subrecipient of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Subrecipient 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.

E. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body, if necessary. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

G. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service in Paragraph I.A above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein after Grantee provides notice and a

reasonable opportunity to cure; and the Grantee may declare the Subrecipient ineligible for any further participation in the Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the Grantee or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR Part 84.21-28, 2 CFR Part 200 and agrees to adhere to the accounting principles required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 230 "Cost Principles for Non-Profit Organizations," or 2 CFR Part 215-220 "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 and additionally outline in 2 CFR Part 200, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program;
- c. Records required determining the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and 24 CFR Part 84.21-28 and 2 CFR Part 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this Agreement. The retention period starts from the date of submission of the consolidated annual performance and evaluation report (CAPER), in which the specific activity is reported on for the final time. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year

period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of minor, that of a responsible parent/guardian.

5. Property Records\Reversion of Assets

The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

a. Reversion of assets.

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200.311-313 as applicable, and 24 CFR 570.201(b), 570.505 and 570.503(b)(7) also refer to CPD Notice 17-09, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement (or such longer period of time as the Grantee deems appropriate). If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved

under this Agreement after the expiration of the five-year period (or such longer period of time as the Grantee deems appropriate).

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

Any changes in the use or planned use of assisted real property shall be bound by the requirements of 24 CFR 570.505.

6. Close-Outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and, as applicable, 2 CFR Part 200 Subpart F.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly, on a monthly basis, all program income as defined at 24 CFR 570.500(a) generate by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in a form, attached herein as Exhibit D on a calendar quarterly basis.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. Additionally, the Subrecipient will forward a copy of the inventory records to the Grantee after acquiring equipment. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. Procurement Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.318-345. Procurement Standards, and shall subsequently follow, Property Management Standards as modified by 2 CFR Part 200.313 (3)(b),(c), and (e), covering utilization and disposal of property.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this contract.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in § 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition demolition or conversion for a CDBG-assisted project. The

Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil right ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The

Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this Agreement, the term "minority and female business enterprise" mean a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient 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 agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors. Subrecipient may not subcontract any portion of this agreement or the project without the prior written consent of Grantee.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract

Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the Grantee pertaining to such 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

In accordance with Article 2 (commencing at section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of wages applicable to the work to be done. These rates are set forth in a schedule located at the State Department of Industrial Relations, Director of Industrial Relations. This schedule is on file with the District and available to any interested party on request. Attention is further directed to the provisions Section 1773.8 of the Labor Code of the State of California concerning payment of travel and subsistence payments as defined in the applicable collective bargaining agreements on file with the Department of Industrial Relations affecting each worker needed to execute the work. Attention is further directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code of the State of California concerning employment of apprentices by the Contractor or a subcontractor. Each prime contractor and all subcontractors are responsible for compliance with all requirements of the California Labor Code, including, but not limited to, sections 1777.5 and 1777.6.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

This project will be monitored by the Department of Industrial Relations, Compliance Monitoring Unit (CMU) pursuant to the California Labor Code Section 1771.3 and the California Code of Regulations Sections 16450-16464. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1[a]]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to the Labor Code section 1725.5. All contractors and subcontractor must furnish electronic certified payroll records directly to Labor Commissioner once monthly. In addition, the contractor and subcontractors must submit the certified payroll records to the District's Labor Compliance Subrecipient for review.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign, subcontract or transfer any interest in this contract without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict-of-interest provisions apply to any person who is an employee, agent, Subrecipient, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients that are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;

b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) 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; and

d. Lobbying Certification - Paragraph d

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. Code. 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.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

XVII. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this contract: Clean Air Act, 42 U.S.C., 7401, et seq.; Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures might be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

XII. DRUG FREE WORKPLACE

Subrecipient will provide a drug-free workplace by undertaking the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the subrecipient's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that as a condition of employment under the grant the employee will:
 - a. abide by the terms of the statement; and
 - b. notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the Grantee in writing, within ten calendar days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking on of the following actions, within 30 calendar days of receiving notice under subparagraph 4. b., with respect to any employee who is so convicted:
 - a. taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

XIII SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XVI. MISCELLANEOUS

A. Waiver.

No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

B. Applicable Law.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Venue for any dispute arising out of this Agreement shall be the state and federal courts located in San Joaquin County, California.

C. Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorney fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

D. Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply

E. Integration.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

[Signatures Follow]

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

GRANTEE

SUBRECIPIENT

Midori Lichtwardt
City Manager
City of Tracy

Name
Title (CEO)
Organization

Name
Title (CFO)
Organization

APPROVED AS TO FORM

Bijal Patel
City Attorney

EXHIBIT A

PROJECT

1. Project Description

2. Specific Project Objectives

Objective

Allocation

(A) Project Name

\$ AMOUNT

EXHIBIT B

FEDERAL AWARD IDENTIFICATION INFORMATION

- i) Subrecipient's name:
- ii) Subrecipient's Unique Entity Identifier (UEI):
- iii) Federal Award Identification Number (FAIN):
- iv) Federal Award Date: 7/1/2024
- v) Subaward Period of Performance Start and End Date: 7/1/2024-6/30/2025
- vi) Amount of Federal Funds Obligated by this action by the CITY entity to the Participant:
- vii) Total Amount of Federal Funds Obligated to the Participant by the CITY including the current obligation:
- viii) Total Amount of the Federal Award committed to the Participant by the CITY:
- ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):
- x) Name of Federal awarding agency: US Department of Housing and Urban Development
- xi) Contact information for CITY official responsible for awarding funding:
Joseph Viorge-Koide
Acting Management Analyst
Joseph.Viorge-Koide@cityoftracy.org
(209)831-6489
- xii) CFDA Number and Name:
- xiii) Identification of whether the award is R&D:
- xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged per 24 CFR 200.414 Indirect (F&A) costs):

EXHIBIT C

PROJECT BUDGET

<u>Line Item:</u>	<u>Amount:</u>
Salaries	
Fringe	
Office Space (Program Only)	
Utilities	
Communications	
Reproduction/Printing	
Supplies and Materials	
Mileage	
Audit	
Other (program implementation)	
<u>Indirect costs (specify)</u>	
TOTAL	\$

EXHIBIT D

Quarterly Subrecipient Activity Report

(See Attached)



ITEM _____

Staff Recommends the City Council conduct a Public Hearing to adopt a Resolution to 1) approve the Community Development Block Grant (CDBG) Award Allocation Recommendations provided in Attachment B hereto; 2) approve the appropriation to the City of Tracy Economic Development Division of the total CDBG and HOME Investment Partnership Program (HOME) Award funds to be determined by San Joaquin County; 3) approve the allocation of the County-approved CDBG Award funds to the Subrecipients in accordance with Award Allocation Recommendations provided in Attachment B hereto; and 4) authorize the City Manager, or her designee, to sign the CDBG Subrecipient Agreements and other implementing documents.

March 5, 2024

Program Background

- CDBG and HOME Investment Partnerships Program funds are allocated to cities and counties by the United States Department of Housing and Urban Development
- Objective is to fund a viable community, local programs and services that provide decent housing, a suitable living environment, and expand economic opportunities for low- and moderate-income individuals and families
- Tracy receives an annual pass-through allocation from the County of San Joaquin



Estimated Allocation Summary

Community Development Block Grant (CDBG)

- 2024-25 Estimated Allocation: \$506,211
 - Public Services = \$75,932 (capped at 15%)
 - \$5,000 minimum award amount/No maximum
 - Grant Administration = \$84,000 (16.5%)
 - To cover a portion of the funding for staff dedicated to CDBG/HOME program administration
 - Public Facilities = \$346,279
 - \$150,000 minimum award amount / \$2M maximum

HOME Investment Partnership Program (HOME)

- 2024-25 Estimated Allocation: \$181,610



Local Funding Priorities

Tracy City Council adopted local priorities through 2024-2025:

Public Services Category:

- (1) Food Distribution Services
- (2) Homelessness Prevention, Intervention, and Transitional Housing Services
- (3) Senior and Special Needs Services
- (4) Domestic Violence Services
- (5) Youth Education and Enrichment Services

Public Facilities & Improvements Category:

- (1) Public Parks and Facilities
- (2) Removal of Architectural Barriers (ADA)

HOME

- 1) Address issues of public safety, health and welfare;
- 2) Rehabilitate residential properties occupied by low-income persons; and,
- 3) Partner to construct income restricted family and senior housing facilities.



Scoring and Funding Applications

City of Tracy CDBG PUBLIC SERVICE FY 2024-2025 SCORING SHEET

Instructions: Please review each Grant Application and assign POINTS to each Section according to how well the applicant completed the section. Maximum total points awarded for Public Service Projects will be 94. Maximum total points for Public Facility Projects will be 110. Maximum total points for HOME program will be 110.

CDBG ELIGIBILITY CRITERIA (10 Pt. Max./2 Pt. Max. Ea. N/A = 0 Pts.)	
I. EXPENDITURE RATE FROM PREVIOUS ALLOCATIONS	_____
II. LOW / MODERATE INCOME BENEFIT TOTAL AND PERCENTAGE	_____
III. TIMELY REPORTING TO THE CITY	_____
IV. READINESS (Environmental completed, plans / specification complete, all project funding in place, etc.)	_____
V. IMPACT TO GOALS AND OUTCOMES - Identified in Action / Consolidated Plan	_____

LOCAL PRIORITIES BASED ON COMMUNITY NEED/BENEFIT (APPROVED BY COUNCIL) (Choose only one Category)

CDBG Public Services Category ONLY (5 Maximum Points)	Points
FOOD DISTRIBUTION SERVICES = 5	<input style="width: 50px; height: 30px;" type="text"/>
HOMELESSNESS PREVENTION, INTERVENTION AND TRANSITIONAL HOUSING SERVICES = 4	
SENIOR AND SPECIAL NEEDS SERVICES = 3	
DOMESTIC VIOLENCE SERVICES = 2	
YOUTH EDUCATION AND ENRICHMENT SERVICES = 1	

SECTION I. GENERAL INFORMATION (p. 3)

(Review for completeness.)		(5 Points Maximum / 1 Point Max. Each; N/A=1 Point)	5%
		Award Maximum Points if this section is complete.	
NAME OF ENTITY OR ORGANIZATION	_____	<input style="width: 50px;" type="text"/>	
TITLE OF PROPOSED PROJECT	_____	<input style="width: 50px;" type="text"/>	
AMOUNT OF GRANT FUNDS REQUESTED	\$ _____	<input style="width: 50px;" type="text"/>	
TOTAL PROJECT COST	\$ _____	<input style="width: 50px;" type="text"/>	
REQUESTED FUNDS FROM OTHER CITIES	\$ _____	<input style="width: 50px;" type="text"/>	

SECTION II. PROJECT INFORMATION (p. 4)

A. PROJECT NARRATIVE (p. 4-5) (Rank applicant response to each question as "poor, good, or excellent".)	(21 Points Maximum)			Points	22%
1. Project Description	Poor	Good	Excellent	<input style="width: 50px; height: 30px;" type="text"/>	
2. Needs Statement	Poor	Good	Excellent		
3. Objectives, Outcomes, and Indicators	Poor	Good	Excellent		
4. Internal Performance Measurement	Poor	Good	Excellent		
5. Activities & Methodology	Poor	Good	Excellent		
6. Schedule	Poor	Good	Excellent		
7. Continuation Plan	Poor	Good	Excellent		

B. PROJECT CHARACTERISTICS (p. 5 - 6) (Review for completeness and for how well the applicant explained their project.)	(9 Points Maximum / 3 Point Max. Each, N/A=3 Points)	Points	10%
1. Is this a new program/service or an expansion of an existing program/service?		<input style="width: 50px;" type="text"/>	
2. Describe geographical boundaries of the neighborhood, community, or region to be served by the project.		<input style="width: 50px;" type="text"/>	
3. Explain how this program differs from other programs providing similar services in Tracy/San Joaquin County.		<input style="width: 50px;" type="text"/>	

C. BENEFICIARY INFORMATION (p. 7) (Review for completeness.)	(8 Points Maximum)	Points	9%
1. Provide the number of people or households that will directly benefit from your program daily and annually.		<input style="width: 50px;" type="text"/>	
> 250 = <u>8</u> points; 249 - 100 = <u>7</u> points; 99 - 20 = <u>6</u> point; < 20 = <u>1</u> point			

Percentage of Score

- A subcommittee of the Parks & Recreation Commission:

- Step 1: Scores Applications based on local priorities adopted by Council and grant application details.

- Step 2: Apply funding formula to final applicant score



Think Inside the Triangle™

FUNDING ALLOCATION FORMULA PUBLIC SERVICE GRANTS

Tier 1

The top two scoring public service program applications will be funded the requested amount up to a max of \$12,000 each.

Tier 2

Applications ranked 3 & 4 will be funded the requested amount up to a maximum allocation of \$8,000 each.

Tier 3

Applications ranked 5 and below will receive a \$5,000 allocation in order of applicant ranking until funds are exhausted.

Any remaining funds less than \$5,000 will be distributed to applicants 5 and below until exhausted, so long as it does not exceed Tier 2 max amounts.

Eligible Applications

- 13 non-profit applications for Public Services
- 1 direct allocation request for the San Joaquin Fair Housing
- 1 direct allocation request for the San Joaquin County Food Services Pool
- 1 direct allocation for Grant Administration
- 2 applications for Public Improvements/Facilities
- 1 application for the HOME Program



Public Service Award Recommendations

Public Service Applicant(s)	Scoring Rank	Sub-Cmte SCORE	Allocation Tier	Request	Sub-Cmte Recommendation
San Joaquin Fair Housing	Required	Direct	Direct	\$5,500	\$5,500
SJ County Food Svc. Pool (Mobile Farmer's Market & Meals on Wheels)	Required	Direct	Direct	\$13,544	\$13,544
Tracy Interfaith Ministries	(1)	92.91	1	\$15,000	\$12,000
Prevail	(2)	87.23	1	\$12,000	\$12,000
Boys & Girls Club of Tracy	(3)	86.88	2	\$12,000	\$8,000
Tracy Community Connections Center	(4)	86.17	2	\$67,453	\$8,000
Community Partnerships of San Joaquin	(5)	85.47	3	\$12,000	\$6,888
McHenry House Tracy Family Shelter	(6)	84.40	3	\$12,000	\$5,000
Gospel Center Rescue Mission	(7)	83.33	3	\$12,000	\$5,000

Public Service Award Recommendations

Public Service Applicant(s)	Scoring Rank	Sub-Cmte SCORE	Allocation Tier	Request	Sub-Cmte Recommendation
The Uplift All Foundation	(8)	80.85	3	\$96,975	Not Funded
Good Shepherd Community Church of Tracy	(9)	80.50	3	\$61,500	Not Funded
Coalition of Tracy Citizens to Assist the Homeless (CTCAH)	(10)	79.00	3	\$12,000	Not Funded
Ready To Work	(11)	76.95	3	\$150,930	Not Funded
Tracy Earth Project, Inc.	(12)	73	3	\$12,000	Not Funded
Tracy Seniors Association	(13)	69.15	3	\$12,000	Not Funded
Total				\$506,902	\$75,932

Public Facilities and HOME Funding Recommendations

Public Facilities Applicant(s)	Council Priority	Sub-Cmte SCORE	Request	Sub-Cmte Recommendation
City of Tracy – Grant Administration	Direct Allocation	N/A	\$84,000	\$84,000
City of Tracy – Temporary Emergency Housing Shelter (Arbor Road)	(1)	88.18	\$289,500	\$196,279
City of Tracy – Pedestrian ADA Improvements	(2)	83.03	\$548,300	\$150,000
Good Shepherd Community Church of Tracy	(1)	87.57	\$74,460	Ineligible
Estimated Allocation				\$430,279
HOME PROGRAM Applicant(s)	Council Priority	Sub-Cmte SCORE	Request	Sub-Cmte Recommendation
Housing Authority SJC	(1)	85.76	\$181,610	\$ 181,610
Estimated Allocation				\$181,610

COUNCIL RECOMMENDATION

Adoption of a Resolution to:

1. Approve the Community Development Block Grant (CDBG) Award Allocation Recommendations;
2. Approve the appropriation to the City of Tracy Economic Development Division of the total CDBG Award funds to be determined by San Joaquin County;
3. Approve the Allocation of the County-approved CDBG Award funds to the Subrecipients in accordance with Award Allocation Recommendations;
4. Authorize the City Manager, or her designee, to sign the CDBG Subrecipient Agreements and other implementing documents.



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TRACY CITY COUNCIL

RESOLUTION NO. _____

APPROVING 1) THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AWARD ALLOCATION RECOMMENDATIONS, 2) THE APPROPRIATION TO THE CITY OF TRACY ECONOMIC DEVELOPMENT DIVISION OF THE TOTAL CDBG AND HOME INVESTMENT PARTNERSHIP PROGRAM (HOME) PROGRAM FUNDS TO BE DETERMINED BY SAN JOAQUIN COUNTY, 3) THE ALLOCATION OF THE COUNTY-APPROVED CDBG AND HOME AWARD FUNDS TO THE SUBRECIPIENTS IN ACCORDANCE WITH AWARD ALLOCATION RECOMMENDATIONS PROVIDED IN ATTACHMENT 1, AND AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO SIGN THE CDBG SUBRECIPIENT AGREEMENTS AND OTHER IMPLEMENTING DOCUMENTS.

WHEREAS, Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds are allocated to cities and counties by the United States Department of Housing and Urban Development (HUD) for use in projects, programs, and services that demonstrate a benefit to low and moderate income persons; and

WHEREAS, The City of Tracy, as a subrecipient of the County of San Joaquin, will receive an estimated \$506,211 in CDBG funds and \$181,610 in HOME funds for Fiscal Year (FY) 2024-2025; and

WHEREAS, On February 13, 2024, the Parks and Community Services Commission conducted a public meeting to consider subrecipient award applications from various public service nonprofit organizations and make priority ranking and funding allocation recommendations for consideration by City Council based on adopted local priority funding criteria; and

WHEREAS, based on the subrecipient grant award applications and the public meeting conducted by the Parks and Community Services Commission on February 13, 2024, Staff prepared a list of recommended subrecipient awards attached hereto as Attachment 1 (Recommended Awards); and

WHEREAS, The entities (the "Awardees") receiving CDBG and HOME funding are required to enter into an agreement with the City and/or the County of San Joaquin to ensure funds are spent in accordance with the applications that were evaluated to determine funding eligibility and amounts. A standard funding agreement (the "Funding Agreement") is attached to the staff report accompanying this resolution; and

WHEREAS, The City Council must approve the Recommended Awards for the County of San Joaquin to ultimately approve the Recommended Awards and CDBG and HOME funds on a reimbursement basis; and

WHEREAS, The City Council conducted a public hearing on March 5, 2024, to consider the Recommended Awards and allocations of CDBG and HOME funds for FY 2024-2025; and

NOW THEREFORE, be it

RESOLVED: That the City Council of the City of Tracy approves the Recommended Awards of CDBG and HOME grant funds provided in Attachment 1 hereto, subject to ultimate approval by the County of San Joaquin and HUD; and be it further

RESOLVED: That the City Council of the City of Tracy approves the appropriation to the City of Tracy Economic Development Division of the total amount of CDBG and HOME grant funds upon ultimate approval by the San Joaquin County and HUD; and be it further

RESOLVED: That the City Council of the City of Tracy approves the allocation of the County-approved CDBG and HOME grant funds to the Subrecipients in accordance with Award Recommendations provided in Attachment 1 hereto, subject to approval by the County of San Joaquin and HUD; and be it further

RESOLVED: That the City Manager, or her designee, is authorized to sign Funding Agreements and other implementing documents of these programs in accordance with Award Recommendations provided in Attachment 1 on behalf of the City; and be it further

RESOLVED: That the City Council of the City of Tracy finds the action(s) approved by this Resolution are exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code of Regulations §§ 15000, et seq.; "CEQA Guidelines") in that it is not a "project" for purposes of CEQA (as defined by CEQA Guidelines §15378); and further finds that to the extent these actions are deemed a "project," and therefore subject to CEQA, the item would be exempt as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (CEQA Guidelines §15061(b)(3)).

* * * * *

The foregoing Resolution 2024-_____ was adopted by the Tracy City Council on March 5, 2024, by the following vote:

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

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

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

ATTACHMENTS:
(1) Recommended CDBG Awards

Attachment 1

2024-2025 CDBG/HOME Funding Recommendations

Adj. (+/-)

<i>Estimated</i> Total CDBG allocation	\$	506,211
Total Public Services Allocation (15% cap)	\$	75,932
Total Public Facility / Grant Admin Allocation (85%)	\$	430,279
Total HOME Fund Allocation	\$	181,610

Estimated Public Services		Estimated Public Facilities & Improvements	
Funding Available:	\$75,932	Funding Available:	\$430,279
Public Service Funded	\$75,932	Public Facilities & Improvements	\$430,279
Amt. +/- Avail. Funds	\$0	Amt. +/- Avail. Funds	\$0

Applicant Summaries

CDBG/Public Service Projects						
Applicant	Project Title	Funding Request	Local Priority	Subcommittee Recommended Funding	Commission Recommended Funding	Recomm. to City Council
San Joaquin Fair Housing	Affordable Housing and Counseling Services	\$ 5,500.00	Direct Allocation	\$5,500	\$5,500	\$ 5,500.00
SJ County Food Services Pool	Food Distribution Services (Mobile Farmers Market & Meals on Wheels)	\$ 13,544.00	Direct Allocation	\$13,544	\$13,544	\$ 13,544.00
Tracy Interfaith Ministries	Nourishing Food Distribution	\$ 15,000.00	(1) Food Distribution	\$12,000	\$12,000	\$ 12,000.00
Prevail	Serenity House	\$ 12,000.00	(4) Domestic Violence Services	\$12,000	\$12,000	\$ 12,000.00
Boys & Girls Clubs of Tracy	Food Enrichment Program	\$ 12,000.00	(1) Food Distribution	\$8,000	\$8,000	\$ 8,000.00
Tracy Community Connections Center	Street Outreach Mobile Shower Program	\$ 67,452.64	(2) Homelessness, Prevention, Intervention and Transitional Housing Services	\$8,000	\$8,000	\$ 8,000.00
Community Partnerships of San Joaquin	Tracy Family Resource Center - Food Distribution Services	\$ 12,000.00	(1) Food Distribution	\$6,888	\$6,888	\$ 6,888.00
McHenry House Tracy Family Shelter	Night Supervisor Salary / Family Crisis Intervention Program	\$ 12,000.00	(2) Homelessness, Prevention, Intervention and Transitional Housing Services	\$5,000	\$5,000	\$ 5,000.00

Gospel Center Rescue Mission	Transitional Housing Program	\$ 12,000.00	(2) Homelessness Prevention, Intervention and Transitional Housing Services	\$5,000	\$5,000	\$ 5,000.00	
Total Public Service				Total PS Funded	\$75,932	\$75,932	75,932

CDBG/Public Facilities & Improvement Projects							
Applicant	Project Title	Funding Request	Eligible Activity	Subcommittee Recommended Funding	Commission Recommended Funding	Recomm. To City Council	
City of Tracy	Grant Administration	\$ 84,000.00	Direct Allocation	\$84,000	\$84,000	\$84,000	
City of Tracy	Temporary Emergency Housing Facility	\$ 289,500.00	(1) Public Parks and Facilities	\$196,279	\$196,279	\$196,279	
City of Tracy	City of Tracy Pedestrian ADA Improvements	\$ 548,330.00	(1) Public Parks and Facilities	\$150,000	\$150,000	\$150,000	
Total Public Facilities & Improvements				Total PF Funded	\$430,279	\$430,279	\$430,279
				Total CDBG Funding Recommended	\$506,211	\$506,211	\$506,211

HOME Investment Partnership Projects							
Applicant	Project Title	Funding Request	Eligible Activity	Subcommittee Recommended Funding	Commission Recommended Funding	Recomm. To City Council	
Housing Authority of the County of San Joaquin	Tracy Homes Phase I Senior Apartments	\$181,610.00	(2) Rehabilitate residential properties occupied by low income persons	\$181,610	\$181,610	\$181,610	
Total HOME				Total Funded	\$181,610	\$181,610	\$181,610
				Total HOME Funding Recommended	\$181,610	\$181,610	\$181,610

Agenda Item 3.B

RECOMMENDATION

Receive information from the South San Joaquin County Fire Authority regarding ambulance availability and response times and desire to purchase and operate ambulances and related equipment.

EXECUTIVE SUMMARY

At its February 14, 2024, South San Joaquin County Fire Authority (SSJCFA) Board of Director's meeting, member agency representatives received information concerning ambulance availability and response time in the area covered by SSJCFA for first responder/fire protection. Additionally, SSJCFA staff requested approval to apply for non-emergency ambulance permit and to purchase an ambulance as part of their authority to provide emergency medical services for the City of Tracy and Tracy Rural Fire District (TRFD). Per the SSJCFA, the provision of non-emergency ambulatory services is the first step in ultimately providing ambulatory emergency medical services.

BACKGROUND AND LEGISLATIVE HISTORY

On September 7, 1999, the City and TRFD entered into a Joint Exercise of Powers Agreement (the Original JPA Agreement) to form the South County Fire Authority (SCFA) to provide fire protection services, emergency medical services, and related emergency response within the City's and TRFD's respective service areas. On February 20, 2018, the City and TRFD executed the South County Fire Authority Dissolution Agreement between the City and TRFD, dissolving the SCFA. Also on February 20, 2018, the City and TRFD executed a Joint Powers Agreement of the South San Joaquin County Fire Authority (New JPA Agreement), forming the South San Joaquin County Fire Authority (SSJCFA) to replace the SCFA as the fire protection services and emergency medical services provider for the City's and TRFD's respective service areas.

ANALYSIS

The City of Tracy and Tracy Rural Fire District are member agencies that make up the South San Joaquin County Fire Authority (SSJCFA). Within the New JPA agreement, Section 1.2-Purpose, (iv.) "Respond to fire and emergency calls to provide fire suppression, rescue, emergency medical advanced life support, and hazardous materials response services." Further, under Section 1.4-Specified Powers, SSJCFA "Provide(s) related services as authorized by law including, but not limited to, emergency medical services, emergency preparedness, mitigation of hazardous materials incidents and confined space rescue."

The City currently receives ambulatory transport services through a contract between San Joaquin County Emergency Medical Services (County EMS) department and AMR. According to SSJCFA, AMR has been experiencing increased response times, as well as, challenges with recruiting and staffing their ambulances (see analysis Attachment A from Chief Bradley, Fire Chief SSJCFA). To address these challenges, Chief Bradley wishes to engage in discussions

with the County EMS and AMR to provide supplemental emergency ambulatory services within South San Joaquin County Fire Authority jurisdictions (see Attachment B: Letter to County EMS).

At its February 14, 2024, meeting, SSCJFA Board members received information concerning ambulance availability and response time in the first responder/fire protection area covered by SSJCFA. At its February 20, 2024, City Council meeting, Mayor Pro Tem Davis, seconded by City Council Member Evans, requested that staff bring back an information item regarding this issue. City staff met with SSJCFA Chief Bradley on February 22, 2024, and agreed to provide a venue for the Chief to provide detailed information regarding this public safety concern.

As part of the analysis provided by SSJCFA, the estimated costs for services to staff an ambulance is anticipated to be \$900,000 annually. There is also a one-time cost of ambulance equipment in the amount of approximately \$200,000. There is no fiscal ask currently from either member agency as SSJCFA has indicated they will be able to absorb this initial cost into their FY 2023-24 budget. However, there will be on-going costs for providing this additional service, as new staff will need to be hired and likely additional equipment. Some of this additional cost may be offset, depending on cost-recovery that may occur through billing for services and the final contract negotiations between SSJCFA, the County, and AMR. Any additional costs would be considered as part of the annual budget process.

SSJCFA staff is available to present the information and answer any question from the Council, staff or the public. The following information is being presented in cooperation with SSJCFA to educate the City Council as well as the public.

FISCAL IMPACT

Annual cost to staff and to operate the ambulance is estimated to be \$900,000. If the ambulance purchase and staffing are placed in service prior to July 1, 2024, the cost to staff the ambulance can be absorbed in the current fiscal year budget. However, there will be on-going costs for providing this additional service, as new staff will need to be hired and likely additional equipment will need to be purchased and serviced. Some of this additional cost may be offset, depending on cost-recovery that may occur through billing for services and the final contract negotiations between SSJCFA, the County, and AMR. Any additional costs would be considered as part of the annual budget process.

Funding for the purchase of the ambulance is available in SSJCFA's equipment replacement fund, as a result of SSJCFA's receipt of a grant to fund the replacement of equipment and the elimination of one vehicle from their fleet.

STRATEGIC PLAN

This agenda item relates to 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.

ACTION REQUESTED OF THE CITY COUNCIL

Receive information from the South San Joaquin County Fire Authority regarding ambulance availability and response times and desire to purchase and operate ambulances and related equipment.

Prepared by: Karin Schnaider, Assistant City Manager
In consultation with Chief Randall Bradley, SSJCFA

Reviewed by: Sara Cowell, Director of Finance
Bijal Patel, City Attorney

Approved by: Midori Lichtwardt, City Manager

ATTACHMENTS

A: Letter from Chief Bradley, Fire Chief SSJCFA
B: Letter to County EMS



OFFICE OF THE FIRE CHIEF

South San Joaquin County Fire Authority
835 N. Central Avenue | Tracy, CA 95376
MAIN 209.831.6700 | FAX 209.831.6703
WWW.SJCFIRE.ORG

February 22, 2024

To: Midori Lichtwardt, City Manager
From: Randall Bradley, Fire Chief
Subject: Ambulance Service

I want to thank you and your staff for meeting with me to discuss ambulance availability and ambulance response times in the City of Tracy and the surrounding community. As you know, on March 14, 2024, I presented a staff report to the South San Joaquin County Fire Authority (SSJCFA) Board of Directors that identified ambulance response time concerns and requested approval to apply for a non-emergency ambulance permit and to purchase an ambulance. Although I gained approval for this important request, additional discussions with the City of Tracy and the Tracy Rural Fire District will be required prior to moving forward.

SSJCFA's jurisdictional area is within Ambulance Response Zone X-26. Zone X-26 also includes Mountain House and areas of the south county that are not protected by a fire district. Zone X-26 is a subzone of an exclusive operating area that includes Stockton, Lodi and all unincorporated areas of northern and central San Joaquin County. American Medical Response West has the exclusive contract to provide ambulance services for Zone X, including Subzone X-26.

Tracy is in a unique geographical EMS area; located on the periphery of San Joaquin County and located 17 miles from a trauma center and 23 miles from a cardiac hospital creates significant challenges to providing efficient ambulance services. Those challenges are further exacerbated by the greater demand for services in the Stockton area. After completing transports to the trauma center or cardiac hospital, ambulances often cannot return to their posting locations in Tracy because they are then the closest available ambulance to calls in Stockton and are dispatched accordingly.

SSJCFA staff has been analyzing ambulance response times in the Tracy area and the data reveals a continued trend of extended waiting periods for ambulance services. The 90 percentile monthly response times have increased from a low in 2022 of 7:20 to a high in October 2023 of 12:28. While average response times have increased moderately, the substantial increase in the 90 percentile response times indicates that when ambulances are delayed, the delay is significant.

A shortage of paramedics and ambulance patient offload time (APOT) delays at hospitals appear to be the primary factors for the increase in ambulance response times. AMR has placed additional Basic Life Support (BLS) ambulances into the EMS system, which has helped

somewhat, but their introduction has also created negative, second-order effects. On Advanced Life Support (ALS) calls, firefighter paramedics are often required to ride into hospitals with BLS ambulances to ensure proper patient treatment and care, which results in the firefighter paramedics' engine and truck companies being taken out of service for prolonged periods of time.

To help address ambulance availability and ambulance response time concerns, SSJCFA has proposed to place an ambulance in service that would be used when AMR ambulances are not available. When the SSJCFA ambulance transports a patient to Stockton or Modesto, the ambulance would not be made available until it returned to the Tracy area. San Joaquin County EMS and AMR representatives are supportive of the concept. SSJCFA's EMS counsel has conducted an in-depth legal analysis and will develop contractual agreements between the Authority, San Joaquin County EMS and AMR that will protect the interest of the Authority and the member agencies. The ambulance would be initially staffed with a SSJCFA firefighter/paramedic and a firefighter/EMT. In the near future, staff will return to the Authority Board to obtain approval hire single role (non-firefighters) paramedics and EMTs to staff the ambulance.

Annual cost to staff and operate the ambulance is estimated to be \$900,000. The cost to staff the ambulance can be absorbed in the current fiscal year budget. This is due to the retirement of employees who were on long term disability, which was funded through FY 2023/24. There will be cost recovery (charge for services) to offset the costs incurred to staff the ambulance. The amount of cost recovery will be determined after the ambulance is placed in service prior to the next fiscal year budget process. It is anticipated that the ambulance will remain in service through May 2026. In May of 2026, a new County ambulance provider will be chosen and the ambulance availability challenges should be addressed. It should also be noted that we anticipate the Tracy area to become an independent exclusive operating zone. If that occurs, SSJCFA will have an interest in submitting a proposal to provide ambulance service for the Tracy zone.

Please let me know if additional information is required. Thank you for your support in addressing this significant public safety concern.

A handwritten signature in black ink, appearing to read "Randall Bradley". The signature is fluid and cursive, with a large initial "R" and "B".

Randall Bradley
Fire Chief



OFFICE OF THE FIRE CHIEF

South San Joaquin County Fire Authority
835 N. Central Avenue | Tracy, CA 95376
MAIN 209.831.6700 | FAX 209.831.6703
WWW.SJCFIRE.ORG

February 6, 2024

Jared Bagwell
EMS Administrator
San Joaquin County EMS Agency
PO Box 220
French Camp, CA 95231

Dear Mr. Bagwell:

I hope this letter finds you well. I am writing to again express the South San Joaquin County Fire Authority's ("SSJCFA") concerns regarding the consistently long ambulance response times we have been experiencing within San Joaquin County Ambulance Compliance Zone ("Zone") X-26, and to propose a potential solution.

Ambulance availability and response times have become a significant public safety concern in Zone X-26. For example:

- Our on-scene ALS engine and truck companies experience significant ambulance delays on a daily basis, with the closest available ambulances often responding from Manteca, Stockton, and even Escalon.
- In December, Manteca District Ambulances from Zone D responded to medical emergencies in Zone X-26 at least 80 times.
- On Saturday, January 27, 2024, SSJCFA Engine 91 responded to a 3-year-old that was unconscious. After performing the ALS initial assessment, SSJCFA's captain was advised by Stockton Dispatch that the closest available ambulance was a Manteca District Ambulance coming from Old Harland Road and J Street in Lathrop – approximately 20 minutes from the patient location. The child's father was distraught, and against medical advice, he decided to transport his daughter to the hospital in his private vehicle.

I understand the shortage of paramedics and ambulance patient offload time (APOT) delays at hospitals are primary factors for the increase in ambulance response times. I

recently met with Brian Hajik, American Medical Response (“AMR”) District Manager, who indicated that recruiting and retaining paramedics will continue to be a challenge. I am also confident that the APOT issue will not be solved in the near future. Placing additional BLS ambulances into the EMS system has helped somewhat, but their introduction has also created negative, second-order effects. On ALS calls, firefighter paramedics are often required to ride into hospitals with BLS ambulances to ensure proper patient treatment and care, which results in the firefighter paramedics’ engine and truck companies being taken out of service for prolonged periods of time.

Other factors contribute to the long ambulance response times in SSFCA’s area and Zone X-26. Tracy is in a unique geographical EMS area; located on the periphery of the County of San Joaquin, not being contiguous with other AMR EOA sub-zones. Tracy is also located 17 miles from a trauma center and 23 miles from a cardiac hospital, which creates significant challenges to providing efficient ambulance services. Those challenges are further exacerbated by the greater demand for services in Zones X-24 and X-25. After completing transports to the trauma center or cardiac hospital, ambulances often cannot return to their posting locations in Zone X-26 because they are then the closest available ambulance to calls in Zones X-24 and X-25 and are dispatched accordingly.

We have been analyzing response times within Zone X-26, and the data reveals a continued trend of extended waiting periods for ambulance services. The 90 percentile monthly response times have increased from a low in 2022 of 7:20 to a high in October 2023 of 12:28. While average response times have increased moderately, the substantial increase in the 90 percentile response times indicates that when ambulances are delayed, the delay is significant. There is also a direct correlation between 90 percentile performance and the number of monthly exemptions the EMS Agency is granting to the contract ambulance provider. The total number of monthly exemptions have increased from 529 in March 2023 to a high of 1,089 in October 2023. While the November and December 2023 compliance data has not been published, based on antidotal information from the field, it appears these already significant delays are increasing.

During a recent conversation, you informed me that the EMS Agency will evaluate options to address ambulance availability and response times prior to the issuance of a new ambulance contract in May 2026. I am pleased that the EMS Agency is committed to evaluating options. A lack of ambulance availability cannot be sustained for an additional two years.

To help address ambulance availability and response time challenges, SSJCFA is requesting approval to obtain and staff an ambulance that would be dedicated to Zone X-26. The ambulance would be initially staffed with a SSJCFA firefighter/paramedic and a firefighter/EMT. While I understand this request implicates several regulatory and logistical challenges, SSJCFA desires to overcome those challenges by working with the EMS Agency and within the EMS system. SSJCFA is open to potential solutions including

subcontracting with AMR or operating non-emergency services, and responding to emergency calls on a mutual aid basis. This measure should help address the significant public safety concerns in Zone X-26 and my hope is that you will support this proposal.

Our community deserves prompt and efficient emergency medical services, and it is our shared responsibility to ensure the highest level of care. I am confident that by working together, we can find solutions to enhance the efficiency of ambulance responses. The safety and well-being of our residents are paramount, and I look forward to a collaborative effort to address this critical issue. Please let me know your earliest availability to discuss SSJCFA's request.

Sincerely,

A handwritten signature in black ink, appearing to read "Randall Bradley". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Randall Bradley
Fire Chief
South San Joaquin County Fire Authority

c: Jeff Ramsey, Board Chair, South San Joaquin County Fire Authority
Pete Reece, Board Member, South San Joaquin County Fire Authority
Eleassia Davis, Board Member, South San Joaquin County Fire Authority
Dan Evans, Board Member, South San Joaquin County Fire Authority

Agenda Item 3.C

RECOMMENDATION

Discuss options for amending the Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies adopted by Resolution 2021-200 and direct staff to return with an option that fully complies with Government Code Section 40605.

EXECUTIVE SUMMARY

On December 21, 2021, the City Council adopted Resolution 2021-200, which adopted a policy establishing a selection process for appointments to City advisory bodies referred to as the Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies (Appointment Policy). Under State Law (Government Code Section 40605), the elected mayor of a general law city solely has the authority to appoint, subject to council approval, to council committees (sub-committees) and commissions, as well as any regional bodies to which the council sends a delegate. The selection process contained in the Council's Appointment Policy does not fully comply with Government Code Section 40605. This item invites the City Council to discuss various options that more legally comply with the State Law and provide direction to staff for a future item to replace and rescind either sections of, or fully, the Appointment Policy.

BACKGROUND AND LEGISLATIVE HISTORY

The City Council's current selection process for appointment to Council boards, commissions, or committees was established in the Appointment Policy approved through Resolution 2021-200. In Section D of the Appointment Policy, the City Council, by majority vote, appoints two Council Members to serve on a sub-committee to review applications, interview applicants, and make recommendations to appoint a candidate. The sub-committee recommendations are made to the full City Council body for consideration and approval, by majority vote. The current Appointment Policy replaced a similar version of a previously adopted appointment process.

Notwithstanding the support for the Appointment Policy by prior City Councils, the policy is not fully compliant with State Law and needs to be revised to become legally compliant. In accordance with Government Code Section 40605, "[a directly-elected] mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees unless otherwise specifically provided by statute." Under the current Appointment Policy, the Mayor has a role equivalent to that of all other City Council Members. However, Government Code Section 40605 provides the Mayor with the authority to appoint. This appointment is subject to a majority vote approval of the City Council.

ANALYSIS

The City Attorney recently analyzed the Appointment Policy in relation to whether it fully complied with Government Code 40605. The California Attorney General has promulgated two opinions directly analyzing the scope of the appointment powers of a mayor of a general law city under this State Law. In Opinion 97-1103, the Attorney General opined that, but for certain exceptions, the appointment power of an elected mayor of a general law city extends to appointments to city and regional boards, commissions, and committees as well as

subcommittees of a city council. Though, the Attorney General clarified that "Section 40605 does not grant a mayor unfettered discretion in making commission appointments; instead, it requires the mayor to submit each of his or her designated appointees to the city council for its approval".

The City's current appointment process for City committees and commissions is reflected in the Appointment Policy. The selection process is initiated through the preparation of the appointment list by the City Clerk on or before December 31 of each year. The list contains the list of appointees and terms for each board, commission and committee whose members serve at the pleasure of Council. When a vacancy occurs, a special notice is posted within twenty (20) days of the vacancy. Specific terms apply to vacancies with less than six months remaining and when filled by an emergency appointment. The Appointment Policy also restricts appointment of an individual already serving on a City of Tracy board, committee, or commission from serving on an additional City of Tracy board, committee, or commission concurrently. In addition, individuals selected to a City of Tracy board, committee, or commission must meet residency requirements contained in the policy.

Per Section D of the Appointment Policy, last amended in December 2021 by Resolution 2021-200, the City Council, not the Mayor, appoints two City Council Members to a subcommittee to review applications, interview applicants, and make recommendations to City advisory bodies. This provision of the Appointment Policy does not clearly provide the Mayor the authority to appoint with Council approval, as required under State Law, as the subcommittee recommendations are presented for approval by a majority of the City Council.

The City Council will need to revise this aspect of the Appointment Policy in order to comply with the State Law. In an effort to provide the City Council more information, staff completed an informal survey of the appointment processes of other cities. Nearly 40 California cities replied, and the following is a summary of the responses:

- 67% have the full City Council interview all candidates or make a recommendation for approval;
- 16% have a subcommittee conduct interviews and make recommendations to the Mayor for appointment consideration; and
- 16% allow the Mayor to propose appointments for the full City Council's approval.

To align the Appointment Council with Government Code 40605, the City Council may consider some of the following options:

- The Mayor appoints (with approval of the City Council) the members of a sub-committee, which then interviews candidates and recommends candidate(s) to the Mayor to appoint, with approval of the City Council.
- The Mayor appoints (with approval of the City Council) the members of a sub-committee to interviews candidates and then creates an initial eligibility list of candidates for the Mayor to interview and appoint, with approval of the City Council.
- The full City Council interviews candidates, in open session at a regular or special meeting, and (a) makes final recommendations or (b) creates an initial eligibility list of candidates from which the Mayor may appoint, with approval of the City Council.

Currently, the City has ended an application process for candidates seeking to fill two upcoming Planning Commission seats that will expire at the end of March 2024. These two seats may not be filled without a new process being adopted by the City Council.

FISCAL IMPACT

There is no fiscal impact as a result of this agenda item.

STRATEGIC PLAN

This agenda item supports the City's Governance Strategy, and specifically implements the following goal:

Governance

Goal 1: Model Good Governance, Teamwork, and Transparency

ACTION REQUESTED OF THE CITY COUNCIL

Discuss options for amending the Council Policy Establishing a Selection Process for Appointments to City Advisory Bodies adopted by Resolution 2021-200 and direct staff to return with a proposed amendment that fully complies with Government Code Section 40605.

Prepared by: Kimberly Murdaugh, Interim Assistant City Manager

Reviewed by: Bijal Patel, City Attorney
Karin Schnaider, Assistant City Manager

Approved by: Midori Lichtwardt, City Manager

Attachments:

Attachment A - Council Policy Establishing A Selection Process For Appointments To City
Advisory Bodies (Exhibit "A" to Resolution No. 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;

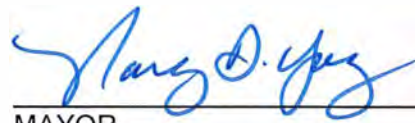
WHEREAS, The current policy states that Council shall appoint two Council Members to serve on a subcommittee to review applications, interview applicants and recommend a candidate for appointment to the board, commission or committee, and

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.