

Tuesday, August 18, 2020, 7:00 P.M.

Tracy City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.cityoftracy.org

THIS REGULAR MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER N-29-20 WHICH SUSPENDS CERTAIN REQUIREMENTS OF THE RALPH M. BROWN ACT

RESIDENTS ARE STRONGLY ENCOURAGED TO PARTICIPATE REMOTELY AT THE AUGUST 18, 2020 MEETING

Remote Access to City of Tracy Council Meeting:

In accordance with the guidelines provided in Executive Order N-29-20 on social distancing measures, the City of Tracy will allow for remote participation at the upcoming City Council meeting on Tuesday, August 18, 2020.

As always, the public may view the City Council meetings live on the City of Tracy's website at www.CityofTracy.org or on Channel 26. To view from the City's website, select "Watch Live Council Meetings" from the drop down menu "Select an Online Service" at the top of the City's homepage. You will be directed to the "Council Meeting Videos" page where you may select the video for the appropriate date under "Upcoming Events."

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:

*Public comment, limited to 250 words or less, submitted via email **will be accepted for agenda items before the start of the Council meeting at 7:00 p.m. Please send an email to publiccomment@cityoftracy.org** and identify the item you wish to comment on in your email's subject line.*

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:*
 - **Phone** by dialing (209) 831-6010, or
 - **Online by visiting** <https://cityoftracyevents.webex.com> and using the following **Event Number:** 126 849 3224 and **Event Password:** TracyCC
 - ***If you would like to participate in the public comment anonymously***, you may submit your comment via phone or 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.

- **Protocols for submitting comments by phone:**
 - *If you wish to discuss an item on the “Consent Calendar” identify the item when calling in. All requests to discuss an item on the “Consent Calendar” must be submitted before the Mayor announces that the time to submit such a request has expired.*
 - *Identify the item you wish to comment on to staff when calling in. Comments received by phone will be accepted for the “Items from the Audience/Public Comment” and “Regular Items” portions of the agenda.*
 - *Comments received by phone for the “Items from the Audience/Public Comment” portion of the agenda must be received by the time the Mayor opens that portion of the agenda for discussion.*
 - *Comments received by phone on each “Regular Item” will be accepted until the Mayor announces that public comment for that item is closed.*

- **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.*

- **The total allotted time for public comment will be as follows:**
 - **Consent Calendar: 10 minutes**
 - **Items from the Audience: 15 minutes**
 - **Regular Items: 10 minutes**

Comments received by publiccomment@cityoftracy.org, phone call, or on Webex outside of the comment periods outlined above will not be included in the record.

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

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

each speaker should avoid repetition of the remarks of the prior speakers. To promote time efficiency and an orderly meeting, the Presiding Officer may request that a spokesperson be designated to represent similar views. A designated spokesperson shall have 10 minutes to speak. At the Presiding Officer's discretion, additional time may be granted. The City Clerk shall be the timekeeper.

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

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

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

Full copies of the agenda are available on the City's website: www.ci.tracy.ca.us

CALL TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION
ROLL CALL

1. CONSENT CALENDAR

- 1.A. APPROVAL OF JULY 7, 2020 AND JULY 21, 2020, CLOSED SESSION, REGULAR AND SPECIAL MEETING MINUTES, AND JULY 28, 2020, AND AUGUST 4, 2020, SPECIAL MEETING MINUTES
- 1.B. AUTHORIZE THE PURCHASE OF FOUR 29-FOOT LOW FLOOR BUSES FOR TRACER FIXED ROUTE SERVICE FROM GILLIG, LLC UNDER A COOPERATIVE PURCHASING AGREEMENT WITH THE COMMONWEALTH OF VIRGINIA CONTRACT E194-75548, AND APPROVE A CONTINGENCY AMOUNT OF \$100,000 FOR ANY CHANGE ORDERS NEEDED JULY DURING PRODUCTION

- 1.C. ACCEPT THE CONSTRUCTION OF THE TRACY RECYCLED WATER TRANSMISSION MAINS PHASE 2 – CIP 74091, COMPLETED BY MOUNTAIN CASCADE INC., AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION WITH THE SAN JOAQUIN COUNTY RECORDER AND AUTHORIZE THE UTILITIES DIRECTOR TO RELEASE THE BONDS AND RETENTION PAYMENTS
- 1.D. WAIVE SECOND READING AND ADOPT ORDINANCE 1294, AN ORDINANCE OF THE CITY OF TRACY APPROVING AN AMENDMENT TO THE TRACY HILLS SPECIFIC PLAN REGARDING SINGLE-FAMILY DWELLINGS WITH THREE-CAR GARAGES APPLICATION NUMBER SPA20-0002
- 1.E. WAIVE SECOND READING AND ADOPT ORDINANCE 1295, AN ORDINANCE OF THE CITY OF TRACY AMENDING SECTION 2.08.080 OF CHAPTER 2.08 OF, AND ADDING CHAPTER 2.10 TO, TITLE 2 “ADMINISTRATION” OF THE TRACY MUNICIPAL CODE REGARDING TENURE OF THE CITY MANAGER AND THE CITY ATTORNEY
- 1.F. APPROVE AMENDMENT No. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PENNINO MANAGEMENT GROUP FOR ADDITIONAL GRANT, RESEARCH, AND FUNDING PROGRAM SERVICES
- 1.G. APPROVE REVOCABLE ACCESS AND UTILITY EASEMENTS TO GARY L. PATTERSON, et al., FOR MAGNON COMPANIES, ON THE NORTH SIDE OF EAST PESCADERO AVENUE
- 1.H. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH SEROLOGICAL RESEARCH INSTITUTE, A CALIFORNIA CORPORATION FROM JULY 1, 2020 TO JUNE 30, 2025, NOT TO EXCEED \$400,000 OR \$80,000 ANNUALLY FOR EXPEDITED FORENSIC DNA AND EVIDENCE TESTING
- 1.I. AUTHORIZE THE PURCHASE OF MULTIPLE VEHICLES AND EQUIPMENT IN THE AMOUNT OF \$526,913
- 1.J. AUTHORIZE THE APPROPRIATION OF \$102,843 FROM THE CITIZENS’ OPTION FOR PUBLIC SAFETY (COPS) GRANT PROGRAM FUNDING FOR THE PURCHASE OF ESSENTIAL SAFETY EQUIPMENT FOR FRONTLINE LAW ENFORCEMENT
- 1.K. APPROVE A GENERAL SERVICES AGREEMENT WITH PETROLEUM SOLIDS, LLC FOR CENTRIFUGE EQUIPMENT AT THE WASTEWATER TREATMENT PLANT WITH OPTION TO PURCHASE AT END OF TERM FOR A NOT TO EXCEED AMOUNT OF \$171,600 ANNUALLY OR \$346,000 WITH PURCHASE OPTION

- 1.L. AUTHORIZE THE ASSISTANT CITY MANAGER/DIRECTOR OF DEVELOPMENT SERVICES TO EXECUTE AND SUBMIT THE CYCLE ONE MEASURE K (F242) BICYCLE, PEDESTRIAN AND SAFE ROUTES TO SCHOOL NON-COMPETITIVE PROGRAM FUNDS CLAIM OF \$310,581, AUTHORIZE THE ASSISTANT CITY MANAGER TO EXECUTE AND SUBMIT ALL FUTURE SUCH CLAIMS, AUTHORIZE THE ESTABLISHMENT OF A CIP (73181) FOR THE INSTALLATION OF ASPHALT CONCRETE PEDESTRIAN PATH ON LAMMERS ROAD, CLAIM AN APPORTIONMENT OF \$80,581 FOR THIS NEW CIP, AND CLAIM THE REMAINING \$230,000 FOR THE CIP 72116
 - 1.M. AWARD A CONSTRUCTION CONTRACT TO SWIERSTOK ENTERPRISE, INC., OF ORANGEVALE, CALIFORNIA, DOING BUSINESS AS PRO BUILDERS, OF ORANGEVALE, CALIFORNIA, IN THE AMOUNT OF \$739,090 FOR THE TRACY MUNICIPAL AIRPORT RDA IMPROVEMENT PROJECT, CIP 77582, WITH A NOT-TO-EXCEED BUDGET OF \$960,820, AUTHORIZE AN APPROPRIATION OF \$511,717 FROM FUND 317, AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF \$73,930, IF NEEDED
 - 1.N. APPROVE PROPOSALS AND RATES FROM MULTIPLE VENDORS FOR THE SUPPLY OF VARIOUS CHEMICALS FOR THE TREATMENT OF WATER AND WASTEWATER FOR FISCAL YEAR 2020-2021
 - 1.O. APPROVE MASTER PROFESSIONAL SERVICES AGREEMENTS WITH RJR ENGINEERING & CONSULTING, INC., WEST YOST & ASSOCIATES, AND WOOD RODGERS, INC., TO PROVIDE STORM DRAINAGE ENGINEERING SERVICES FOR LAND DEVELOPMENT PROJECTS, AND AUTHORIZE THE DEVELOPMENT SERVICES DIRECTOR TO EXECUTE NOTICES TO PROCEED TO THE AGREEMENTS, FOR A NOT-TO-EXCEED AMOUNT OF \$200,000 FOR EACH CONSULTANT PER YEAR
 - 1.P CONSIDER APPROVAL OF TRACY EQUITY AND EMPOWERMENT INITIATIVE AND PROPOSED IMPLEMENTATION WORK PLAN
2. ITEMS FROM THE AUDIENCE
 3. REGULAR AGENDA
 - 3.A. DISCUSS CITY'S RESPONSE TO COVID-19 (VERBAL REPORT)
 - 3.B. CONDUCT PUBLIC HEARING FOR TRACER ON-DEMAND PILOT PROGRAM PARAMETERS TO BE EFFECTIVE AUGUST 23, 2020 AND APPROVE RECOMMENDATIONS FOR PROGRAM PARAMETERS
 - 3.C. CONSIDER ADOPTING A RESOLUTION APPROVING THE AQUATIC CENTER FINAL CONCEPTUAL PLAN WITH A NOT-TO-EXCEED BUDGET OF \$65 MILLION, INCLUDING CONTINGENCY AND SOFT COSTS

- 3.D. APPROVE FUNDING USES FOR CORONAVIRUS RELIEF FUNDS, APPROVE APPROPRIATION OF FUNDS FROM THE CARES ACT ALLOCATION, AND RECEIVE A CARES ACT FUNDING UPDATE
- 3.E. RECEIVE UPDATE FROM THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY ON THE EMPLOYEE TRANSITION PLAN AND PROVIDE DIRECTION TO STAFF
- 3.F. DESIGNATE VOTING DELEGATE AND UP TO TWO ALTERNATE VOTING DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES 2020 ANNUAL CONFERENCE BUSINESS MEETING
- 4. ITEMS FROM THE AUDIENCE
- 5. STAFF ITEMS
- 6. COUNCIL ITEMS
- 7. ADJOURNMENT

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

July 7, 2020, 5:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy

1. CALL TO ORDER – Mayor Rickman called the meeting to order at 5:01 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Member Vargas, Mayor Pro Tem Young and Mayor Rickman present.

Council Members Arriola and Ransom arrived at 5:03 p.m.

3. ITEMS FROM THE AUDIENCE – There was no public comment.
4. CLOSED SESSION

1. Real Property Negotiations (Gov. Code § 54956.8)

Property Location: 340 W 4th St, Tracy, CA 95376

Negotiators for the City: Brian MacDonald, Parks & Recreation Director
Richard Joaquin, Parks Planning & Development Manager
Andrew Malik, Assistant City Manager
Jenny Haruyama, City Manager
Leticia Ramirez, City Attorney

Negotiating Parties: Housing Authority for the County of San Joaquin

Under Negotiation: Price and terms of payment for lease

5. RECESS TO CLOSED SESSION - Motion was made by Mayor Pro Tem Young and seconded by Council Member Vargas to recess the meeting to closed session at 5:05 p.m. Roll call vote found all in favor; passed and so ordered.
6. RECONVENE TO OPEN SESSION – The meeting reconvened to open session at 5:30 p.m.
7. REPORT OF FINAL ACTION – There was no report of final action.
8. ADJOURNMENT – Time: 5:30 p.m.

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Ransom to adjourn. Roll call found Council Members Arriola, Ransom, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Council Member Vargas absent.

The agenda was posted at City Hall on July 2, 2020. The above are action minutes.

ATTEST:

Mayor

City Clerk

July 7, 2020, 5:30 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.ci.tracy.ca.us

Due to the COVID-19 emergency, the regular meeting was conducted pursuant to the provisions of the Governor's Executive Order N-29-20 which suspends certain requirements of the Ralph M. Brown Act. Residents participated remotely via email, phone and WebEx during the meeting.

1. Mayor Rickman called the meeting to order at 5:30 p.m.
2. Roll call found Council Members Arriola, Ransom, Mayor Pro Tem Young, and Mayor Rickman present. Council Member Vargas absent from roll call.
3. ITEMS FROM THE AUDIENCE – There were no comments from the public.
4. DISCUSSION ITEMS

4.A. APPROVE AMENDMENTS TO THE CITY'S CANNABIS BUSINESS PERMIT APPLICATION PROCEDURES AND GUIDELINES

Bill Dean, Assistant Development Services Director provided the staff report.

Kimberly Cargile suggested Council select answer A in question 2 on page 17 of the agenda item, application page limit be updated to 250 - 300 pages, spoke about background checks and application for the Police Department, asked about application fee and application release.

Michelle Trew recommended increasing the application page limit requirement to 250-300, with a font size of 12pt, and asked about the use of the word Cannabis in the business name, retail licensing and designated strictly for local and social equity applicants.

Arabella McCreary asked for clarification on the new page count for combined applications.

Derek Brownlow asked how long it would take from the time the applications are submitted to the time the conditional use permits are issued, and when the applications are coming out.

Matthew shared concerns regarding the requirement to source local products, and suggested including how applicants intend to prioritize local investments from people and economic perspective.

Alex Monceaux spoke about zip codes stretching outside city boundaries and suggested using the sphere of influence line, and requested that anyone that qualifies as local skip out on having the landlord letter right away.

Pamela Epstein spoke about social equity, suggested having a social equity applicant that could obtain more points for meeting the classification, while still having every applicant or operator have a social equity diversion and inclusion plan, background checks, invasion of potential employee's privacy and/or violate the California Fair Employment Housing Act.

Laura encouraged Council to consider implementing verification of past community and financial benefit to the City and spoke about critical evaluation of an applicant's history.

City Council questions and discussion followed.

Mr. Dean summarized Council's consensus: The desire to keep it flexible, have the 16 desired requirements consolidated into one bullet point into one plan that can potentially be worth 13 points. Staff will include all those relevant bullet points but make it one requirement to submit a social equity plan that includes all these things. Staff will bring back the boundary maps to see the difference between the maps that indicate zip code boundaries and the map that utilizes boundary by sphere of influence.

It was Council's consensus to do the following:

1. Have the Local Preference Plan similarly scored for the purpose of identifying "Local Preference Applicants" in Phase 2 for the purpose of administering the same waiver.
2. Expand the waivers enjoyed by such qualifying applicants to include waivers of other application requirements.
3. Include one or more of the social equity criteria listed in the staff report into the City's Guidelines.
4. Include the following criteria related to social equity into the Guidelines:
 - A. Business Practices
 - B. Economic Inclusion
 - C. Equity Hire
 - D. Equity Ownership
 - E. Arrest/Conviction for Cannabis-Related Crime
5. Change the font size in the application to 12-point font

ACTION: Motion was made by Council Member Vargas and seconded by Council Member Ransom to recess to the regular meeting. Roll call found all in favor; passed and so ordered. Time: 7:04 p.m.

Special meeting was reconvened and Item 4.B was heard following the adjournment of the regular meeting at 1:27 a.m., Wednesday, July 8, 2020.

4.B. INTRODUCE AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 6.36 OF THE TRACY MUNICIPAL CODE REGARDING COMMERCIAL CANNABIS CULTIVATION

Leticia Ramirez, City Attorney provided the staff report.

No one from the public wished to speak.

There were no comments from City Council.

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

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Arriola to waive the reading of the full text and introduce **Ordinance 1293** an ordinance of the City of Tracy amending various sections of Chapter 6.36 of Title 6 “Businesses, Professions, and Trades” of the Tracy Municipal Code regarding local regulations of commercial cannabis activity in the City of Tracy. Roll call found all in favor; passed and so ordered.

5. Council Items and Comments – There were no comments from Council.

6. Adjournment – Time: 1:33 a.m., Wednesday, July 8, 2020.

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

The above agenda was posted at the Tracy City Hall on July 2, 2020. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

July 7, 2020, 7:00 p.m.

City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.ci.tracy.ca.us

Due to the COVID-19 emergency, the regular meeting was conducted pursuant to the provisions of the Governor's Executive Order N-29-20, which suspends certain requirements of the Ralph M. Brown Act. Residents participated remotely via email, phone and WebEx during the meeting.

Mayor Rickman called the meeting to order at 7:11 p.m.

Mayor Rickman led the Pledge of Allegiance.

Pastor Kevin James, New Creation Bible Fellowship offered the invocation.

Roll call found Council Members Arriola, Ransom, Vargas, Mayor Pro Tem Young and Mayor Rickman present.

REGULAR MEETING – 7:00 P.M.

1. CONSENT CALENDAR – Motion was made by Council Member Arriola and seconded by Council Member Vargas to adopt the Consent Calendar. Roll call vote found all in favor; passed and so ordered.
 - 1.A ADOPTION OF JUNE 16, 2020, COUNCIL MEETING MINUTES - Minutes were adopted.
 - 1.B AUTHORIZE THE CITY OF TRACY TO CONTINUE PARTICIPATION IN THE SAN JOAQUIN COUNTY URBAN COUNTY CONSORTIUM AND URBAN COUNTY COOPERATION AGREEMENT FOR FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDING FOR FISCAL YEARS 2021-2024 - Resolution 2020-113 authorized the City to continue participation in the San Joaquin County Urban County Consortium and Urban County Cooperation Agreement for Federal CDBG and Home Investment Partnerships Program (Home) Funding for Fiscal Years 2021-2024
 - 1.C APPROVE THE FIRST AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 3956, TRACY HILLS VILLAGE 7B, AND AUTHORIZE THE CITY CLERK TO FILE THE FIRST AMENDMENT WITH THE OFFICE OF THE SAN JOAQUIN COUNTY RECORDER- Resolution 2020-114 approved the First Amendment to the Agreement for Tract 3956, Tracy Hills Village 7B.
 - 1.D APPROVE PROFESSIONAL SERVICES AGREEMENTS WITH TERRACON CONSULTANTS, INC. OF LODI, CALIFORNIA, AND BSK ASSOCIATES, OF LIVERMORE, CALIFORNIA, FOR A NOT-TO-EXCEED AMOUNT OF \$200,000 PER YEAR FOR EACH CONSULTANT, TO PROVIDE MATERIALS TESTING AND GEOTECHNICAL SERVICES FOR FISCAL YEARS 2020-2022 WITH THE OPTION TO EXTEND THE AGREEMENTS AN ADDITIONAL TWO FISCAL

YEARS, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE EXTENSIONS, IF NEEDED– **Resolution 2020-115** approved a Professional Services Agreement with Terracon Consultants, Inc. **Resolution 2020-116** approved a Professional Services Agreement with BSK Associates.

- 1.E APPROVE AMENDMENT No.3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ICF JONES AND STOKES, INC, FOR AN AMOUNT NOT-TO-EXCEED \$289,998 FOR ADDITIONAL SERVICES RELATED TO THE TRAFFIC FORECASTING AND OPERATIONS ANALYSIS FOR THE LAMMERS ROAD / I-205 NEW INTERCHANGE PROJECT, CIP 73084, FEDERAL PROJECT NO. DEMO03LN-5192(021), AND AUTHORIZE THE ASSISTANT CITY MANAGER TO EXECUTE THIS AMENDMENT– **Resolution 2020-117** approved Amendment No. 3 to the Agreement with ICF Jones and Stokes, Inc.
 - 1.F APPROVE FUNDING AGREEMENT WITH PROLOGIS, L.P. AS PART OF CITY’S GRANT APPLICATION FOR THE RECONSTRUCTION AND WIDENING OF THE BRIDGE OVER THE DELTA MENDOTA CANAL ON INTERNATIONAL PARKWAY **Resolution 2020-118** approved the Funding Agreement with Prologis, L.P.
 - 1.G ADOPT A RESOLUTION AMENDING THE CITY OF TRACY MASTER EMPLOYEE PAY SCHEDULE AND THE PAY RATES FOR CITY OF TRACY ESTABLISHED POSITIONS - **Resolution 2020-119** amended the City of Tracy Employee Pay Schedules and the Pay Rates.
 - 1.H AUTHORIZE THE CITY MANAGER TO SUBMIT AND RECEIVE A PLANNING GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT IN COMPLIANCE WITH THE STATE LOCAL EARLY ACTION PLANNING GRANT PROGRAM AND EXECUTE ANY NECESSARY DOCUMENTS RELATED TO THE GRANT- **Resolution 2020-120** authorized the City Manager to submit and receive a Planning Grant Application to the California Department of Housing and Community Development.
 - 1.I APPROVE AMENDMENT NO. 2 TO THE MASTER PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF TRACY AND GOODWIN CONSULTING GROUP, INC., FOR TAX CONSULTING AND ADMINISTRATION SERVICES FOR SPECIAL FINANCING DISTRICTS TO STIPULATE AN AGREEMENT TERM, AUTHORIZE THE CITY MANAGER TO EXECUTE EXTENSIONS, AND TO INCLUDE A NOT TO EXCEED AMOUNT OF \$250,000 PER FISCAL YEAR - **Resolution 2020-121** approved Amendment No. 2 to the Agreement with Goodwin Consulting Group, Inc.
2. ITEMS FROM THE AUDIENCE – Karya Colandres shared her concerns regarding the Tracy School District re-opening and asked Council to help the district to understand that it is not about money, it is about health.

Robert Tanner shared his concerns regarding illegal fireworks in the City of Tracy. Mr. Tanner wished the City would make all fireworks illegal.

Carlos read a letter into the record regarding Ted Howze's derogatory social media post and asked Mayor Rickman to rescind his endorsement of Ted Howze for congress.

Mayor Rickman provided a brief response to Carlos's comments.

3. REGULAR AGENDA

3.A DISCUSS CITY'S RESPONSE TO COVID-19 (VERBAL REPORT)

Jenny Haruyama, City Manager provided an update and presentation on the City's response to COVID-19.

City Council questions and comments followed.

Sarah Gonzalez expressed her support of downtown Tracy restaurants and the proposal of one way traffic on 10th Street between Central and B Streets to enable restaurants to open while following the patio dining only COVID Rules.

Carla Henson-Perez suggested the City of Tracy needs to think outside the box, be flexible, creative, and utilize sidewalks and parking spaces for make-shift dining spaces.

Lea Austin urged Council to lead by developing local enforcement plans, ordinances and advocating on behalf of the City with County leaders to maintain our health and safety regulations. Ms. Austin reminded Council that low-income and black and brown communities are more likely to be essential workers and deserve to be protected by ordinances and leadership in order for us all to be safe.

Chrystena spoke in support of restaurants expanding dining to the street to help businesses survive during COVID.

Bill hoped the City decides to open up 10th Street to help small businesses survive.

Robert Tanner agreed the City should help the businesses on 10th Street. Mr. Tanner asked why the splash pads are shut down, but not Dr. Power's pool.

City Council comments and questions continued.

City Council accepted the update.

3.B PUBLIC HEARING TO CONSIDER APPLICATIONS FOR REZONING THE APPROXIMATELY 10.92-ACRE SITE LOCATED AT THE SOUTHEAST CORNER OF CORRAL HOLLOW ROAD AND MIDDLEFIELD DRIVE, ASSESSOR'S PARCEL NUMBER 244-020-31, FROM PLANNED UNIT DEVELOPMENT (PUD) TO NEIGHBORHOOD SHOPPING (NS) ZONE AND A DEVELOPMENT REVIEW PERMIT FOR AN AUTOMOTIVE SERVICE STATION, ELECTRIC VEHICLE CHARGING STATION, AND CONVENIENCE STORE

Kimberly Matlock, Associate Planner provided the staff report.

Mayor Rickman opened the public hearing.

Chrystena Gonzaga-Rockett, Gerilyn Martin Featherston, Robert Rockett, Eleassia Davis, Pad Nadeau, Jennifer Speer, Phil and Lorraine Kyte, and Sheri Levasseur spoke in favor of the project.

Dan Schack, Schack & Company provided information about the project.

Mayor Rickman closed the public hearing.

City Council questions and comments followed.

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

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Vargas to waive the reading of the full text and introduce **Ordinance 1291** an ordinance of the City of Tracy rezoning Assessor's Parcel Number 244-020-31 from Planned Unit Development Zone (PED) to Neighborhood Shopping Zone. Roll call vote found all in favor; passed and so ordered.

ACTION: Motion was made by Council Member Vargas and seconded by Council Member Ransom to adopt **Resolution 2020-122** approving a Development Review Permit for a retail convenience store, an automobile service station with electric vehicle charging station, and associated parking and landscaping improvements at Assessor's Parcel Number 244-020-31 located at the southeast corner of Corral Hollow Road and Middlefield Drive – the applicant is Schack and Company and the property owners are Harpreet Singh & Varinder Pal Singh. Application Number D19-0031. Roll call vote found all in favor; passed and so ordered.

3.C PUBLIC HEARING TO CONSIDER A PLANNED UNIT DEVELOPMENT ZONING AMENDMENT AND A DEVELOPMENT REVIEW PERMIT FOR A FOUR-STORY, 87-ROOM, LA QUINTA INN AND SUITES ON A 1.9-ACRE PARCEL LOCATED ON THE NORTH SIDE OF CLOVER ROAD, APPROXIMATELY 500 FEET EAST OF TRACY BOULEVARD

Genevieve Federighi, Associate Planner provided the staff report.

Mayor Rickman opened the public hearing.

There was no public comment.

Mayor Rickman closed the public hearing.

City Council questions and comments followed.

Ajay Sidhu, project owner provided information regarding the project and responded to Council's questions.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Arriola to waive the reading of the full text and introduce **Ordinance 1292** an ordinance of the City of Tracy amending the PUD Zone District of the property on the north side of Clover Road, approximately 500 feet east of Tracy Boulevard, to permit hotels and increase the height maximum to 65 feet. Roll call vote found all in favor; passed and so ordered.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Vargas to adopt **Resolution 2020-123** approving a Development Review Permit for a four-story, 87-room, La Quinta Hotel on a 1.9-acre parcel located on Clover Road, east of Tracy Boulevard, APN 214-210-05. Roll call vote found all in favor; passed and so ordered.

3.D CONDUCT A PUBLIC HEARING TO ADOPT A RESOLUTION APPROVING THE AMENDMENT TO CITYWIDE MASTER FEE SCHEDULE FOR FISCAL YEAR 2020-2021 TO INCLUDE FEES ASSOCIATED WITH COMMERCIAL CANNABIS APPLICATIONS, PERMITS AND BACKGROUNDS

Karin Schnaider, Finance Director provided the staff report.

Mayor Rickman opened the public hearing.

There was no public comment.

Mayor Rickman closed the public hearing.

City Council questions and comments followed.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Vargas to adopt **Resolution 2020-124** approving the amendment to the Citywide Master Fee Schedule for Fiscal Year 2020-2021 to include fees associated with commercial cannabis applications, permits, and backgrounds. Roll call found all in favor; passed and so ordered.

3.E AUTHORIZE STAFF TO NEGOTIATE AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF TRACY, THE TRACY HILLS PROJECT OWNER, LLC AND TRACY PHASE I, LLC FOR THE TRACY HILLS PROJECT LOCATED AT THE SOUTHWEST CORNER OF CORRAL HOLLOW ROAD AND TRACY HILLS DRIVE, APPLICATION DA20-0001

Andrew Malik, Assistant City Manager provided the staff report.

Mike Souza, Project Manager for Tracy Hills concurred with the staff report.

City Council questions and discussion ensued.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Young to adopt **Resolution 2020-125** authorizing staff to negotiate an amendment to the Development Agreement by and among the City of Tracy, the

Tracy Hills Project Owner, LLC and Tracy Phase I, LLC for the Tracy Hills project located at the southwest corner of Corral Hollow Road and Tracy Hills Drive, Application DA20-0001. Roll call found all in favor; passed and so ordered.

3.F RECEIVE UPDATE ABOUT THE JUNE 30, 2020 COMMUNITY FORUM ON RACIAL INJUSTICE, POLICING, AND YOUTH, PROVIDE DIRECTION REGARDING FUTURE COMMUNITY FORUMS, AND CONSIDER RESOLUTION IN SUPPORT OF RACIAL JUSTICE AND DECLARING BLACK LIVES MATTER

Jenny Haruyama, City Manager provided the staff report.

William Muetzenburg supported the adoption of the resolution in support of racial injustice and declaring Black lives matter.

Lea Austin supported the resolution in support of racial injustice and declaring Black lives matter. Ms. Austin urged Council to adopt the resolution, issue a statement about Black lives matter and engage in work to make that true.

Jenny Rowell was pleased to see a town hall conversation regarding racial justice and asked Council to approve the resolution in support of racial justice and declaring Black lives matter.

Alice English stated the town hall conversation was one sided and recommended more meetings, community input and a survey. Ms. English shared her concerns regarding the town hall conversation.

Manual Zapata, a member of the town hall conversation responded to Ms. English's comments and urged the City of Tracy to support anything we can do to bring the community together.

Council Member Arriola suggested the following changes to the resolution:
Paragraph 8 – replace believes with *commits*
Change the last two clauses to the following:

1. The City of Tracy supports racial justice and condemns racism and prejudice;
2. The City of Tracy condemns the use of unlawful excessive force by the police;
3. The City of Tracy declares that Black lives matter; and
4. The City of Tracy will develop policy through a comprehensive racial equity lens to ensure the social, economic, and physical well-being of the Tracy community regardless of race.

Paragraph #5 – Replace reduce with *prevent*

Paragraph #4 – amend Black Americans to read *many* Black Americans

Council Member Ransom suggested the following changes to the resolution:

Paragraph #1 – Replace live, work and play with *enjoy a sense of safety*

Paragraph #4 – Change: about policing to *about policing and systemic injustice*

Paragraph #5 – Change: demands of protestors and residents to *demands of residents and protestors*

Paragraph #6 – Change: Black Americans to *Black and Brown Americans*

In between Paragraphs # 7 and 8 – Add: Whereas, Tracy Police Department's policies and staff have demonstrated a commitment to positive policing in our city.

Council Member Arriola seconded Council Member Ransom's amendments to the resolution.

Council Member Vargas also supported the change to include brown in paragraph 6.

Council Member Ransom suggested a conversation to include the Council and engage with the community, have an external moderator, not to be run like a Council meeting, run as a forum to have people submit questions ahead of time, look at models to evaluate our own city policies. To include what are people's experiences in the city, how staff are feeling, see if our policies are in alignment with the values we have discussed. Mayor Pro Tem Young suggested including School District, clergy and community leaders in different organizations.

City Council discussion followed.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Arriola to adopt **Resolution 2020-126** in support of racial justice and declaring Black lives matter as amended by Council Member Ransom. Roll call found all in favor; passed and so ordered.

3.G DISCUSS AND CONSIDER TRACY EQUITY & EMPOWERMENT INITIATIVE AND PROVIDE DIRECTION TO STAFF

Jenny Haruyama, City Manager provided a brief introduction of the item.

Council Members Arriola and Ransom provided the staff report.

Jaime Medina did not support the Tracy Equity & Empowerment Initiative, and shared his concerns regarding labeling Tracy as racist.

Angelo Alejandro shared support for the initiative and commended Council Member Ransom for making Tracy a more equitable and racially conscious community.

Stephen Zendejas supported the Tracy Equity & Empowerment Initiative and urged Council to make contract negotiations with the Tracy Police Officer's Association public and accessible to local community groups.

Sharon Neal shared her supported for the initiative.

William Muetzenburg stated it is important to address the issues and should commend the actions taken today and hoped Council supports the initiative.

Robert Tanner shared his support for Tracy Police and stated he was against defunding the Police.

Jennifer Rowell voiced her support of the initiative.

City Council comments and questions followed.

Ms. Haruyama suggested bringing back discussion on a public safety policy in 30 days. Social equity will take more time, so will bring back equity resolution within 30 plus days after public safety policy.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Ransom to direct staff to conduct a feasibility analysis of each of the policy proposals in the Equity and Empowerment Initiative. Roll call found all in favor; passed and so ordered.

Mayor Rickman called for a recess at 11:27 p.m.

Mayor Rickman reconvened the meeting at 11:35 p.m.

3.H DISCUSS THE COUNCIL POLICY FOR THE DISPLAY OF FLAGS AT CITY FACILITIES AND PROVIDE DIRECTION TO STAFF

Leticia Ramirez, City Attorney provided the staff report.

There was no public comment.

City Council discussion followed.

ACTION: Motion was made by Council Member Arriola to amend Section 2.3.3 of the flag policy to amend the last sentence to instead state the 24-hour period may also be extended to a maximum of one month if specified in the approving resolution. Council Member Vargas offered a friendly amendment for the 24-hours to be no more than a week. Council Member Arriola declined the friendly amendment. Motion failed due to lack of second.

ACTION: Motion was made by Council Member Vargas and seconded by Mayor Pro Tem Young to amend Section 2.3.3 of the flag policy to amend the last sentence to state the 24-hours to be extended no more than a week. Roll call found Council Members Ransom, Vargas, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Council Member Arriola opposed.

ACTION: Motion was made by Mayor Rickman and seconded by Mayor Pro Tem Young to re-open the item for discussion. Roll call found Council Member Ransom, Mayor Pro Tem Young and Mayor Rickman in favor. Council Member Arriola and Vargas opposed.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Vargas to add a process where a Council Member can request a ceremony along with the raising of the flag, using City resources. Mayor Rickman proposed a friendly amendment to strike the application process for Council. Council Member Vargas seconded the friendly amendment. Mayor Pro Tem Young requested a friendly amendment to make sure that it is part of the flag policy. Council Member Vargas seconded the friendly amendment. Roll call found all in favor; passed and so ordered.

3.1 DISCUSS AND PROVIDE DIRECTION REGARDING CITY COUNCIL COMMUNITY MESSAGING ACTIVITIES

Jenny Haruyama, City Manager provided the staff report.

Mary Mitracos stated one person does not represent the Council and one member can't make policies and decisions. Ms. Mitracos spoke about Council members having their own letterhead and suggested having a cohesive City Council letterhead.

City Council discussion ensued.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Young to adopt the proposed policy language in the staff report as 2.1.6. Roll call found all in favor; passed and so ordered.

4. ITEMS FROM THE AUDIENCE – There was no public comment.

5. STAFF ITEMS – Jenny Haruyama, City Manager provided an update on the following actions taken by the City Manager during the COVID emergency:

- Approved amendment No. 1 to PSA with HdL Coren & Cone to Perform Tax Consulting Services
- Accepted the Construction for the Sewer Lateral Replacement Project, CIP 74161 Completed by Glosage Engineering, Inc. of Richmond, California, Authorize the City Clerk to File the Notice of Completion, Authorize the City Engineer to Release the Bonds and Retention Payment and Authorize the Finance Department to Close the Project

6. COUNCIL ITEMS – Mayor Pro Tem Young referred to a comment made by Council Member Vargas at the June 16, 2020, Council meeting regarding lack of response to Council Member Vargas. Mayor Pro Tem Young stated it was not plausible that it would take three months to talk to connect with her and that she was available.

Council Member Arriola reported on East Bay Community Energy and announced they are providing \$200,000 to organizations that are providing COVID relief and wanted to make sure that any organization in the City of Tracy that is providing COVID relief is eligible for some of those monies.

Council Member Vargas addressed comments made by Mayor Pro Tem Young stating she has emailed and texted her the regarding Emergency committee and apologized if her previous comment had caused Mayor Pro Tem Young any anxiety. Council Member Vargas provided an update on Valley Link and acknowledged Supervisor Haggerty for helping to secure funds to connect to Bart.

Council Member Ransom commended staff and appreciated support on the initiative that was brought forward. Council Member Ransom spoke about the following: The Homeless subcommittee meeting with TCCC regarding opportunities for them to do some quick lifting to start moving towards the Homeless Strategic Plan which staff is seeking to operationalize and bring back to Council, commitment with the Fire JPA and

the City regarding how to better mitigate the issue with illegal fireworks and get support for Police and Fire to be able to respond to some illegal fireworks, nine homes that were lost due to fire, although it was not known if fireworks were the cause, and added if anyone would like to make a donation of gift cards to those families contact Sylvia Mejia at the Community Partnership for Families. Council Member Ransom also spoke about COVID in Tracy. Council Member Ransom asked when the Aquatics Center was coming back before Council.

Jenny Haruyama, City Manager responded the direction during budget discussions is Measure V back in August and then an Aquatic conceptual Plan discussion.

Council Member Ransom referred to comments regarding a PRA and shared her frustrations about City resources being used to dig up emails when all she is doing is working.

Mayor Rickman responded to Council Member Ransom's comments stating everything Council does is an open book and people's right submit PRA's. Mayor Rickman spoke about the downtown and having outdoor dining by Friday. Mayor Rickman reminded everyone to shop local, social distance, and wear masks. Mayor Rickman gave a shout out to Fire Department and outlying agencies that came out to help Tracy's large structure fire and to Randy Bradley for coordinating with the Red Cross to help families.

Mayor Pro Tem Young wished her mother a happy birthday.

7. ADJOURNMENT – Time: 1:27 a.m. Wednesday, July 8, 2020.

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

Council reconvened to the special meeting at 1:27 a.m., July 8, 2020.

The above agenda was posted at the Tracy City Hall on July 2, 2020. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

TRACY CITY COUNCIL - SPECIAL MEETING MINUTES

July 21, 2020, 5:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy

Due to the COVID-19 emergency, the Closed Session meeting was conducted pursuant to the provisions of the Governor's Executive Order N-29-20 which suspends certain requirements of the Ralph M. Brown Act. Residents can participate under Items from the Audience remotely via email, phone and WebEx during the meeting.

1. CALL TO ORDER – Mayor Rickman called the meeting to order at 5:00 p.m. for the purpose of a closed session to discuss the items outlined below.
2. ROLL CALL – Roll call found Council Members Ransom, Vargas, Mayor Pro Tem Young and Mayor Rickman present. Council Member Arriola absent.
3. ITEMS FROM THE AUDIENCE – There was no public comment.
4. CLOSED SESSION
 - A. Real Property Negotiations (Gov. Code § 54956.8)

Property Location:	15580 and 15178 W. Schulte Road, Tracy CA (APNs 209-230-29 and 209-230-30)
Negotiators for the City:	Midori Lichtwardt, Assistant City Manager Andrew Malik, Assistant City Manager Jenny Haruyama, City Manager Leticia Ramirez, City Attorney
Negotiating Parties:	Michael Tree, Executive Director Michael Conneran, Esq.
Under Negotiation:	Price and Terms of Payment
5. RECESS TO CLOSED SESSION - Motion was made by Mayor Pro Tem Young and seconded by Council Member Ransom to recess the meeting to closed session at 5:03 p.m. Roll call vote found Council Members Ransom, Vargas, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Council Member Arriola absent.

Council Member Arriola arrived at 5:10 p.m.
6. RECONVENE TO OPEN SESSION – The meeting reconvened to open session at 5:29 p.m.
7. REPORT OF FINAL ACTION – There was no report of final action.
8. ADJOURNMENT – Time: 5:29 p.m.

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Ransom to adjourn. Roll call found Council Member Ransom, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Council Members Arriola and Vargas absent from the roll call to adjourn.

The agenda was posted at City Hall on July 16, 2020. The above are action minutes.

Mayor

ATTEST:

City Clerk

July 21, 2020, 5:30 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.ci.tracy.ca.us

Due to the COVID-19 emergency, the regular meeting was conducted pursuant to the provisions of the Governor's Executive Order N-29-20 which suspends certain requirements of the Ralph M. Brown Act. Residents participated remotely via email, phone and WebEx during the meeting.

1. Mayor Rickman called the meeting to order at 5:30 p.m.
2. Roll call found Council Member Ransom, Mayor Pro Tem Young, and Mayor Rickman present. Council Members Arriola and Vargas absent.

Council Members Arriola and Vargas arrived at 5:34 p.m.

3. ITEMS FROM THE AUDIENCE – There were no comments from the public.
4. RECEIVE UPDATE ON THE DOWNTOWN TRANSIT ORIENTED DEVELOPMENT (TOD) PROJECT IN THE DOWNTOWN AREA AND PROVIDE DIRECTION TO STAFF REGARDING KEY PLANNING CONCEPTS AND A POTENTIAL HOUSING BALLOT MEASURE

Andrew Malik, Assistant City Manager introduced Martti Erkect, DeNovo Planning who provided the presentation.

Bill Dean, Assistant Development Services Director provided the staff report.

Adrienne Richardson, City Clerk read letters of support for the Downtown Transit Oriented Development (TOD) Project into the record from the following agencies: Tri-Valley-San Joaquin Valley Regional Rail Authority, Livermore Amador Valley Transit Authority, San Joaquin Partnership, Tracy City Center Association, City of Livermore, City of Lathrop, and Mountain House Community Services District.

Steve Nicolaou stated before consideration of an initiative to exempt the issuance of RGAs from the Measure A limitations for the TOD, it is imperative that robust affordable housing/anti-gentrification provisions be included in any such measure.

William Muetzenberg supported the Downtown Transit Oriented Development (TOD) project.

Robert Tanner supported the TOD area and requested a grocery store in the area. Mr. Tanner asked what the City has in place to cover the cost of decontamination of the land. Mr. Tanner stated he would like to see the quantity of housing units on the ballot measure.

Pete Mitracos suggested extending the planning all the way up to railway tracks to the north across 11th street. Mr. Mitracos spoke about 100 acres at northeast corner of

Chrisman and 11th Street where the City had attempted to give to Delta College but it was passed on and ended up going to Mountain House.

Alice English supported the Transit Oriented Development and supported option 1 in the staff report and let the voters decide.

City Council discussion followed.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Vargas to prepare a ballot measure for the November 3, 2020 election to create an additional exemption from the City's GMO limitation for residential development located within any future TOD boundary approved, which was talked about today to include a 10% carve out for affordable housing which can be affordable housing by design and workforce housing that is in the below moderate rate using the City of Tracy income limits.

Council Member Vargas requested a friendly amendment to the motion to consider a minimum of 5% and up to 10%. Council Member Ransom accepted the amendment of a minimum of 5% and up to 10%.

Roll call found Council Members Arriola, Ransom, Vargas and Mayor Pro Tem Young in favor; passed and so ordered. Mayor Rickman opposed.

Mayor Rickman called for a 10-minute recess at 7:25 p.m.

Mayor Rickman reconvened the meeting at 7:35 p.m.

5. Council Items and Comments – There were no comments from Council.

6. Adjournment – Time: 7:35 p.m.

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

The above agenda was posted at the Tracy City Hall on July 16, 2020. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

July 21, 2020, 7:00 p.m.

City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.ci.tracy.ca.us

Due to the COVID-19 emergency, the regular meeting was conducted pursuant to the provisions of the Governor's Executive Order N-29-20, which suspends certain requirements of the Ralph M. Brown Act. Residents participated remotely via email, phone and WebEx during the meeting.

Mayor Rickman called the meeting to order at 7:35 p.m.

Mayor Rickman led the Pledge of Allegiance.

Pastor Al Santymire, Valley Christian Church offered the invocation.

Roll call found Council Members Arriola, Ransom, Vargas, Mayor Pro Tem Young and Mayor Rickman present.

1. CONSENT CALENDAR – Motion was made by Council Member Arriola and seconded by Council Member Vargas to adopt the Consent Calendar. Roll call vote found all in favor; passed and so ordered.
 - 1.A ADOPT A RESOLUTION EXEMPTING THE CITY OF TRACY FROM THE STATE-MANDATED CONGESTION MANAGEMENT PROGRAM IN CONJUNCTION WITH SAN JOAQUIN COUNCIL OF GOVERNMENTS' (SJCOG) EFFORT TO ACHIEVE COUNTYWIDE EXEMPTION– Resolution 2020-127 exempted the City from State Mandated Congestion Management Program in conjunction with SJCOG's effort to achieve countywide exemption.
 - 1.B ACCEPT THE CONSTRUCTION OF THE TRACY RECYCLED WATER TRANSMISSION MAINS AND WASTEWATER TREATMENT PLANT PUMP STATION, PHASE 1 OF CIP 74091, COMPLETED BY MOUNTAIN CASCADE INC. (MCI), AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION WITH THE SAN JOAQUIN COUNTY RECORDER AND AUTHORIZE THE UTILITIES DIRECTOR TO RELEASE THE BONDS AND RETENTION PAYMENT – Resolution 2020-128 accepted the project.
 - 1.C APPROVE THE 2020 WASTEWATER TREATMENT DISCHARGE AGREEMENT WITH LEPRINO FOODS - Resolution 2020-129 approved the agreement with Leprino Foods.
 - 1.D WAIVE SECOND READING AND ADOPT ORDINANCE 1291, AN ORDINANCE OF THE CITY OF TRACY REZONING ASSESSOR'S PARCEL NUMBER 244-020-31 FROM PLANNED UNIT DEVELOPMENT ZONE (PUD) TO NEIGHBORHOOD SHOPPING ZONE (NS) - Ordinance 1291 was adopted.
 - 1.E WAIVE SECOND READING AND ADOPT ORDINANCE 1292, AN ORDINANCE OF THE CITY OF TRACY AMENDING THE PUD ZONE DISTRICT OF THE PROPERTY ON THE NORTH SIDE OF CLOVER ROAD, APPROXIMATELY 500 FEET EAST OF TRACY BOULEVARD, TO PERMIT HOTELS AND

INCREASE THE HEIGHT MAXIMUM TO 65 FEET – **Ordinance 1292 was adopted.**

1.F WAIVE SECOND READING AND ADOPT ORDINANCE 1293, AN ORDINANCE OF THE CITY OF TRACY AMENDING VARIOUS SECTIONS OF CHAPTER 6.36 OF TITLE 6 “BUSINESS, PROFESSIONS, AND TRADES” OF THE TRACY MUNICIPAL CODE REGARDING LOCAL REGULATIONS OF COMMERCIAL CANNABIS ACTIVITY IN THE CITY OF TRACY - **Ordinance 1293 was adopted.**

1.G AUTHORIZE STAFF TO ENTER INTO A 3 YEAR AGREEMENT WITH MICROSOFT FOR SOFTWARE LICENSES AND UPDATES FOR DESKTOP COMPUTERS AND SERVERS FOR AN ANNUAL AMOUNT NOT TO EXCEED \$166,521 - **Resolution 2020-130** authorized staff to enter into the agreement with Microsoft.

2. ITEMS FROM THE AUDIENCE – Karen McCrary shared her concerns regarding littering and graffiti around the city. Ms. McCrary stated there is a lot of garbage around Grant Line Road, and graffiti under the overpass as well as downtown.

Robert Tanner requested Council rescind the safe and sane fireworks ordinance.

Alice English spoke about the importance of the initiative discussed in the special meeting and suggested the meeting should have started at 7:00 p.m.

Jim Osbourne, Executive Director of Tracy Community Connection Center spoke about helping homeless and stated they look forward to working hand in hand with the City and Council related to the homeless issue. The goal is to reduce homelessness. Mr. Osbourne welcomed any questions and provided an email address: Jimo@tracyccc.org

3. REGULAR AGENDA

3.A DISCUSS CITY’S RESPONSE TO COVID-19 (VERBAL REPORT)

Jenny Haruyama, City Manager provided an update and presentation on the City’s response to COVID-19.

There was no public comment.

City Council questions and comments followed.

City Council accepted the update.

3.B ADOPT A RESOLUTION OF NECESSITY AUTHORIZING THE INITIATION OF EMINENT DOMAIN PROCEEDINGS TO ACQUIRE REAL PROPERTY FOR THE CONSTRUCTION OF DETENTION BASIN 3A, AND AUTHORIZE THE DEPOSIT OF \$765,000 WITH THE STATE OF CALIFORNIA CONDEMNATION DEPOSIT FUND (RONNOCO PROPERTIES OF TRACY II, L.P., APN 240-090-02), AND APPROPRIATE THE FUNDS FROM ELLIS STORM DRAIN FUND (F332) AND PUBLIC BUILDINGS FUND (F334)

Robert Armijo, City Engineer provided the staff report and responded to City Council questions.

Todd Amspoker, Price, Postel & Parma LLP as outside Counsel for the City of Tracy, continued with the staff report and responded to City Council questions.

Greg O'Connor, principal of Ronnoco Properties stated it is their opinion and their attorney's opinion that Tracy does not have the legal authority to use eminent domain on this specific property. Mr. O'Connor spoke about the negotiations with the City, and not being the best place for the detention pond.

Mayor Rickman opened the public hearing.

Robert Tanner shared his concerns regarding eminent domain as opposed to negotiations with the property owners, the property not being in the sphere of influence, and disagreed with eminent domain as a whole.

Mayor Rickman closed the public hearing.

City Council questions and discussion followed.

It was Council's consensus for staff to negotiate with the property owner and if there needs to be an eminent domain after 60 days, bring it back to Council.

- 3.C CONSIDER ADOPTION OF AN AMENDMENT TO RESOLUTION NO. 2019-231 AUTHORIZING THE INITIATION OF EMINENT DOMAIN PROCEEDINGS TO ACQUIRE RIGHT-OF-WAYS AND TEMPORARY CONSTRUCTION EASEMENTS FROM CERTAIN REAL PROPERTIES FOR THE WIDENING OF CORRAL HOLLOW ROAD FROM WEST SCHULTE ROAD TO LINNE ROAD, AND AUTHORIZE THE DEPOSIT OF \$15,200 FOR STEVENSON PARCEL, \$48,000 FOR TLC, INC. PARCEL, \$29,400 FOR PRABHAKARAN PARCEL, \$10,400 FOR CARTER PARCEL, \$90,300 FOR DURKEE PARCEL, \$57,100 FOR GALVAO PARCEL, \$23,800 FOR SCHIRMER PARCEL, \$39,600 FOR KING PARCEL, AND \$32,300 FOR SOLOMON AND REITZ PARCEL, WITH THE STATE OF CALIFORNIA CONDEMNATION DEPOSIT FUND

Kul Sharma, Utilities Director provided the staff report.

Todd Amspoker, Price, Postel & Parma LLP as outside Counsel for the City of Tracy continued with the staff report and responded to City Council questions.

Mayor Rickman opened the public hearing.

No one from the public wished to speak.

Mayor Rickman closed the public hearing.

City Council comments followed.

ACTION: Motion was made by Council Member Vargas and seconded by Council Member Arriola to adopt **Resolution 2020-131** amending Resolution of Necessity (Resolution No. 2019-231) of the City of Tracy to condemn real properties in

connection with the widening of Corral Hollow Road from West Schulte Road to Linne Road; make findings and determinations; authorize eminent domain proceedings and applications for possession prior to judgment; draw and deposit warrants (portion of Stevenson, APN 242-030-41; Tender Loving Care, APN 240-100-07; Prabhakaran, APN 242-030-40; Carter, APN 244-030-13; Durkee, APN 240-090-04; Galvao, APN 240-100-02; Schirmer, APN 240-100-15; King, APN 242-030-42; and Salomon/Reitz, APN 240-100-14). Roll call found all in favor; passed and so ordered.

Item 3.C was reconsidered after agenda item 3.J.

Mayor Rickman announced that Council Member Arriola had requested to bring 3.J and 3.K forward to be heard before item 3.D.

DEVIATION

3.J APPROVE AMENDMENT TO THE COUNCIL POLICY FOR THE DISPLAY OF FLAGS AT CITY FACILITIES TO LIMIT THE DISPLAY OF CEREMONIAL FLAGS TO SEVEN DAYS AND TO ADDRESS FLAG CEREMONIES

Leticia Ramirez, City Attorney provided the staff report.

Andrea Juarez-Smith stated at the last Council meeting the LGBT community was addressed as problematic and requested the individual refrain from demeaning, discriminating verbiage. Ms. Juarez-Smith spoke about the history of pride month and asked why Council wants to reduce the flag acknowledgement adding many cities are flying a flag for month of June.

City Council questions and discussion followed.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Vargas to adopt **Resolution 2020-132** to amend the display of flags at city facilities to limit the display of ceremonial flags to 31 days and to address flag ceremonies. Roll call found all in favor; passed and so ordered.

RECONSIDER ITEM 3.C

Leticia Ramirez, City Attorney advised Council that they should reconsider item 3.C due to the representative for the property owners not having the opportunity to speak due to technical difficulties.

ACTION: Motion was made by Mayor Rickman and seconded by Mayor Pro Tem Young to reconsider agenda item 3.C. Roll call found all in favor; passed and so ordered.

Mayor Rickman called for a recess at 9:55 p.m.

Mayor Rickman reconvened the meeting at 10:01 p.m.

Robert Mehlhaff, Attorney representing Durkee, Galvao and Tender Loving Care stated the resolution before Council lists three additional statutes and stated his objections to the three additional statutes.

Todd Amspoker, Price, Postel & Parma LLP as outside Counsel for the City of Tracy responded to Mr. Mehlhaff's comments.

City Council comments and questions followed.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Vargas to adopt **Resolution 2020-131** amending Resolution of Necessity (Resolution No. 2019-231) of the City of Tracy to condemn real properties in connection with the widening of Corral Hollow Road from West Schulte Road to Linne Road; make findings and determinations; authorize eminent domain proceedings and applications for possession prior to judgment; draw and deposit warrants (portion of Stevenson, APN 242-030-41; Tender Loving Care, APN 240-100-07; Prabhakaran, APN 242-030-40; Carter, APN 244-030-13; Durkee, APN 240-090-04; Galvao, APN 240-100-02; Schirmer, APN 240-100-15; King, APN 242-030-42; and Salomon/Reitz, APN 240-100-14). Roll call found all in favor; passed and so ordered.

3.K AMEND THE COUNCIL CODE OF CONDUCT TO ADDRESS CITY COUNCIL COMMUNITY MESSAGING ACTIVITIES

Jenny Haruyama, City Manager provided the staff report.

Steve Nicolaou expressed opposition to allowing Council to be involved in City public relations.

City Council questions and discussion followed.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Ransom to adopt **Resolution 2020-133** amending the City Council Code of Conduct to include the following language: Mass communication using City resources shall not be sent within the 60 days preceding an election by a currently elected or appointed official of the City of Tracy whose name will appear on the ballot at that election. Where no currently elected or appointed official is otherwise designated during the 60 days preceding an election, communication of official matters shall be made by the City Manager or designee. The intent is not to cover items such as press releases, responses to media requests, and ceremonial duties. Roll call found Council Members Arriola, Ransom, Vargas, Mayor Pro Tem Young in favor; passed and so ordered. Mayor Rickman opposed.

Council Member Vargas left the Council meeting at 11:27 p.m.

3.G ALLOCATE \$4,000,000 FROM THE LOW AND MODERATE INCOME HOUSING ASSET FUND TO THE HOUSING AUTHORITY OF THE COUNTY OF SAN JOAQUIN TO SUPPORT THE DEVELOPMENT OF AFFORDABLE RENTAL HOUSING AND AUTHORIZE THE CITY MANAGER TO NEGOTIATE THE LOAN AGREEMENT AND ANCILLARY DOCUMENTS

Barbara Harb, Economic Development Management Analyst provided the staff report.

Peter Ragsdale, Housing Authority responded to Council's questions.

There was no public comment.

City Council questions and comments followed.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Arriola to adopt **Resolution 2020-134** allocating \$4,000,000 of Low and Moderate Income Housing Asset Fund Deposits for affordable housing development with the Housing Authority of the County of San Joaquin. Roll call found Council Members Arriola, Ransom, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Council Member Vargas absent.

3.D PUBLIC HEARING TO CONSIDER (1) APPROVING THE ENGINEER'S ANNUAL LEVY REPORT; AND (2) ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR TRACY CONSOLIDATED LANDSCAPE MAINTENANCE DISTRICT FOR FISCAL YEAR 2020/2021

Don Scholl, Public Works Director introduced Robin Kloepfer, Management Analyst who provided the staff report.

Mayor Rickman opened the public hearing.

There was no public comment.

Mayor Rickman closed the public hearing.

City Council questions and comments followed.

Mayor Rickman announced that for all the resolutions before Council pertaining to Item 3D, Council Member Ransom will vote on all zones and abstain from voting on Zone 15 due to conflict of interest.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Young to adopt **Resolution 2020-135** approving the Engineer's Report regarding the proposed levy and collection of assessments for the Tracy Consolidated Landscape Maintenance District, pursuant to the provisions of the Landscaping and Lighting Act of 1972 for Fiscal Year 2020/2021. Roll call found Council Members Arriola, Ransom, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Council Member Vargas absent. Council Member Ransom abstained from voting on Zone 15.

ACTION: Motion was made by Council Member Arriola and seconded by Mayor Pro Tem Young to adopt **Resolution 2020-136** ordering the levy and collection of assessments within the Tracy Consolidated Landscape Maintenance District for Fiscal Year 2020/2021. Roll call found Council Members Arriola, Ransom, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Council Member Vargas absent. Council Member Ransom abstained from voting on Zone 15.

3.E PUBLIC HEARING TO CONSIDER INTRODUCING AN ORDINANCE AMENDING THE TRACY HILLS SPECIFIC PLAN REGARDING SINGLE-FAMILY DWELLINGS WITH THREE-CAR GARAGES

Scott Claar, Senior Planner provided the staff report.

Mayor Rickman opened the public hearing.

Mayor Rickman closed the public hearing.

City Council questions and discussion ensued.

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

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Arriola to waive the reading of the full text and introduce **Ordinance 1294**, an ordinance of the City of Tracy approving an amendment to the Tracy Hills Specific Plan regarding single-family dwellings with three-car garages – Application Number SPA20-0002. Roll call found Council Members Arriola and Ransom, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Council Member Vargas absent.

3.F APPROVE AMENDMENTS TO THE CITY'S CANNABIS BUSINESS PERMIT APPLICATION PROCEDURES AND GUIDELINES

Bill Dean, Assistant Development Services Director provided the staff report.

Michele Trew asked whether Section 6.36.320 Miscellaneous Operating Requirements of Ordinance 1277 included a company logo, and no cannabis graphics in a logo, on a sign, marketing or merchandise.

Matthew Nathaniel requested clarity on expectations of community benefit and stated he has spoken with the City to implement a community benefit program, where the Shryne Group would contribute to a monetary fund for community initiatives to be implemented by working with the city.

Alex Monceaux spoke about the local preference plan and 85% scoring rate to get the benefit of being a local and getting to have a deferral on having the landlord letter, and requested to look at the percentage and make it 8 or 10 out of 13 points to get the waiver. Mr. Monceaux suggested shortening the zip code area and define what it means to be a Tracyite and local, and dividing criteria for social equity into two points - social equity (B, D & E), and social inclusion. Mr. Monceaux asked if the word cannabis can be in signage.

Pamela Epstein recommended in social equity portion to use the current elements that are there as examples and allow the opportunity for applicants to provide additional information or programs that may provide a benefit long term to social equity programs within the city.

City Council questions and discussion followed.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Ransom to make the local preference threshold to 75%. Roll call found Council Members Arriola and Ransom, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Council Member Vargas absent.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Ransom to amend the language to Section 5 of the Permit Application Eligibility Screening to include “such as, but not limited to”. Roll call found Council Members Arriola and Ransom, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Council Member Vargas absent.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Ransom to adopt use of all Tracy zip codes except 95391 for the use of the local preference plan. Roll call found Council Members Arriola and Ransom, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Council Member Vargas absent.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Arriola to adopt **Resolution 2020-137** approving amendments to the Cannabis Business Permit Application Procedures and Guidelines and repealing Resolution No. 2020-077 as amended by Council Member Arriola. Roll call found Council Members Arriola and Ransom, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Council Member Vargas absent.

3.H INTRODUCE AN ORDINANCE AMENDING SECTION 2.08.080 OF, AND ADDING CHAPTER 2.10 TO, TITLE 2 OF THE TRACY MUNICIPAL CODE TO REQUIRE A SUPERMAJORITY VOTE OF FOUR (4) MEMBERS OF THE CITY COUNCIL TO REMOVE THE CITY MANAGER OR CITY ATTORNEY

Kimberly Murdaugh, Human Resources Director provided the staff report.

There was no public comment.

There were no comments from City Council.

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

ACTION: Motion was made by Mayor Pro Tem Young and seconded by Council Member Ransom to introduce **Ordinance 1295**, an ordinance of the City of Tracy amending Section 2.08.080 of Chapter 2.08 of, and adding Chapter 2.10 to, Title 2 “Administration” of the Tracy Municipal Code regarding tenure of the City Manager and the City Attorney. Roll call found Council Members Arriola and Ransom, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Council Member Vargas absent.

3.I APPOINT ONE APPLICANT TO SERVE ON THE SAN JOAQUIN COUNTY COMMISSION ON AGING AND ONE APPLICANT TO SERVE ON THE SAN JOAQUIN COUNTY MOSQUITO ABATEMENT DISTRICT BOARD

Council Member Arriola presented the staff report.

Scott Jacobson asked about the eligibility list.

City Council questions and comments followed.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Ransom to appoint Wayne Templeton to the San Joaquin County Commission on Aging to serve a 3-year term beginning on July 22, 2020, and ending on June 30, 2023 and place Scott Jacobson on the 12-month eligibility list. Roll call found Council Members Arriola and Ransom, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Council Member Vargas absent.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Ransom to appoint Parbhjot Singh to the San Joaquin County Mosquito Abatement District Board to serve a 4-year term beginning on July 22, 2020, and ending on June 30, 2024. Roll call found Council Members Arriola and Ransom, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Council Member Vargas absent.

4. ITEMS FROM THE AUDIENCE – Alice English thanked the Mayor for his leadership and spoke about having to wait because agenda items were moved and suggested the items were purposely moved to be heard before Council Member Vargas left. Ms. English shared her views regarding the Council members.

Council Member Arriola objected to Ms. English's comments.

Council Member Ransom also objected to Ms. English's comments.

5. STAFF ITEMS – Jenny Haruyama, City Manager provided an update on the following actions taken by the City Manager during the COVID emergency:
- Accepted Subdivision Improvements for Kagehiro Unit 1, Tract 3881, for various improvements ranging from roadway, water, sanitary sewer, storm drainage and street.
6. COUNCIL ITEMS – Council Member Arriola reported on the East Bay Community Energy meeting adding the City of Tracy will be receiving the renewable energy (solar, wind, hydroelectric geothermal) in of April 2021, which is 1% lower than PG&E.

Mayor Pro Tem Young referred to her previous request and asked for a 200 or 250 word limit on emails received 72 hours prior to a Council meeting that are to be read into the record by staff during COVID-19, until members of the public are allowed back into Council Chambers. Mayor Rickman supported the request. Mayor Pro Tem Young requested the following flags to be flown: Black Lives Matter in August or September (Council Member Arriola supported the request), Black History Month in February 2021, and Juneteenth in 2021 (Council Member Ransom supported the requests).

Council Member Ransom spoke about a potential allocation of \$1,184,473 per the state for Tracy to use as part of a spending plan, and would like to look at using COVID spending plan funds to help improve technology (wifi) for bus services. Council Member Arriola seconded the request. Council Member Ransom stated illegal fireworks are a problem and asked Chief Bradley to present a plan to mitigate the issue and email to the City Manager and Police Chief. The City can communicate to the public about how we are going to start addressing this issue before the next holiday. Council Member Ransom spoke about the nine families displaced due to the fire after July 4 and

suggested contacting Tracy Family Resource Center if anyone would like to help the victims.

Mayor Rickman stated there will be a virtual graduation only this year on Saturday, August 1 at 9:00 a.m. and congratulated the class of 2020. Mayor Rickman spoke about the following: Downtown outdoor dining and encouraged supporting our small businesses and shopping local, shout out to Tracy Fire Department being deployed to Coalinga area fighting fires and assisting other communities and agencies, shared his concerns regarding graffiti and trash in the City, and acknowledged Andrew Malik, Assistant City Manager for his efforts assisting the downtown restaurants with outside dining.

7. ADJOURNMENT – Time: 1:07 a.m., Wednesday, July 22, 2020.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Ransom to adjourn. Roll call found Council Members Arriola and Ransom, Mayor Pro Tem Young and Mayor Rickman in favor; passed and so ordered. Council Member Vargas absent.

The above agenda was posted at the Tracy City Hall on July 16, 2020. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

July 28, 2020, 6:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.ci.tracy.ca.us

Due to the COVID-19 emergency, the regular meeting was conducted pursuant to the provisions of the Governor's Executive Order N-29-20 which suspends certain requirements of the Ralph M. Brown Act. Residents participated remotely via email, phone and WebEx during the meeting.

1. Mayor Rickman called the meeting to order at 6:00 p.m.
2. Roll call found Council Member Vargas, Mayor Pro Tem Young, and Mayor Rickman present. Council Members Arriola and Ransom absent.

Council Member Ransom arrived at 6:03 p.m.

Council Member Arriola arrived at 6:09 p.m.

3. ITEMS FROM THE AUDIENCE – There were no comments from the public.
4. COUNCIL DISCUSSIONS

4.A. AUTHORIZE THE SUBMISSION OF A BALLOT MEASURE SEEKING VOTER APPROVAL OF AN ORDINANCE EXEMPTING TRANSIT-ORIENTED DEVELOPMENT THAT INCLUDES WORKFORCE HOUSING FROM THE CITY'S GROWTH MANAGEMENT ORDINANCE (CHAPTER 10.12 OF THE TRACY MUNICIPAL CODE) ON THE NOVEMBER 3, 2020 GENERAL ELECTION BALLOT AND OTHER ELECTION RELATED ACTIONS INCLUDING THE SUBMISSION OF AN ARGUMENT FOR THE MEASURE, IF APPROVED, AND DESIGNATION OF AN AUTHOR

Andrew Malik, Assistant City Manager and Leticia Ramirez, City Attorney provided the staff report.

Dino Margaros, Tracy City Center Association spoke in favor of the TOD measure and evolution of the downtown.

Robert Tanner shared his concerns regarding having over 6,000 homes for three TOD's, and over and above the GMO without any details is a lot to ask the voters of Tracy. Mr. Tanner suggested Council take their time to see what the TOD looks like and then vote on it.

Pete Mitracos shared his support for the TOD stating it is important for downtown. Mr. Mitracos added he did not want to see anyone pay an in-lieu fee and avoid having to meet the workforce housing.

City Council discussion followed.

John Barna, Transportation Consultant for Prologis supported the pursuit of this approach to TOD and spoke about being a willing state partner for TOD funding and development of workforce housing at state level, and attracting workforce tenants to make it easier to live and work in Tracy.

City Council discussion continued.

Mayor Rickman called for a recess at 8:30 p.m.

Mayor Rickman reconvened the meeting at 8:40 p.m.

City Council discussion continued.

It was Council's consensus to include the following in the proposed ordinance:

- 20 year deed restriction (in ordinance)
- For sale: Affordability based on median to moderate, which is 100% to 120% City AMI
- For rental: Affordability based on median to moderate, which is 80% to 100% City AMI

It was City Council's consensus to present the following ballot question to the City of Tracy voters at the November 3, 2020, General Election:

Shall the City of Tracy adopt an ordinance making development projects in transit oriented development areas near commuter rail (e.g. ValleyLink) that designate at least 10% of dwelling units for rent or sale as affordable workforce housing based on City of Tracy area median income (adjusted for household size) exempt from the City's Growth Management Ordinance, with the exemption limited to 2,200 units per TOD area, to preserve and maintain community character?

Council Member Arriola made a friendly amendment to include in the recital of the proposed ordinance to include reference to Chapter 10.12 – Residential Growth Management Plan related to infrastructure.

ACTION: Motion was made by Council Member Vargas and seconded by Council Member Arriola to adopt **Resolution 2020-138** ordering the City Clerk to submit a measure to the voters at the General Municipal Election on November 3, 2020 to approve an ordinance exempting Transit-Oriented Development that includes workforce housing from the City's Growth Management Ordinance (Chapter 10.12 of the Tracy Municipal Code); and providing for submittal of ballot arguments and rebuttals, authorizing the submission of an argument in favor of the ballot on behalf of the City Council, and directing the City Attorney to prepare an impartial analysis of the measure, as amended. Roll call found Council Members Arriola, Vargas, Ransom, Mayor Pro Tem Young in favor; passed and so ordered. Mayor Rickman opposed.

Jenny Haruyama, City Manager clarified that the intent on the in-lieu is that it is for developments less than 19 units that are subject to the in-lieu fee.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Ransom to appoint Council Member Ransom and Council Member Vargas to author the argument in support of the measure. Roll call found all in favor; passed and so ordered.

Mayor Pro Tem Young left the meeting at 9:20 p.m.

4.B. AUTHORIZATION TO NEGOTIATE A COMMUNITY BENEFIT AGREEMENT WITH PROLOGIS, LP REGARDING A REQUEST TO AMEND THE NORTHEAST INDUSTRIAL SPECIFIC PLAN APPLICATION SPA20-0005 AND PROVIDE DIRECTION TO STAFF

Andrew Malik, Assistant City Manager provided the staff report.

Michael Mark, San Joaquin County Building Trades spoke about a community benefit agreement, local hire to keep residents working on construction projects – will increase local tax base.

Ali Harandi, Prologis provided information about Prologis including their investments and contributions to the community. Mr. Harandi requested to seek permission to start negotiations for a Community Benefit Agreement to amend the NEI Specific Plan.

City Council comments followed.

It was Council's consensus to proceed with negotiations with Prologis, LP regarding an amendment to the Northeast Industrial Specific Plan. Mayor Pro Tem Young absent.

4.C. ADOPT AN URGENCY ORDINANCE AMENDING ORDINANCE NO. 1285 OF THE CITY OF TRACY, AS PREVIOUSLY AMENDED BY ORDINANCE NO. 1289, EXTENDING CERTAIN DEADLINES AND THE DURATION OF TEMPORARY USE PERMITS, AND AUTHORIZING THE CITY MANAGER TO ISSUE SPECIAL EVENT PERMITS AND WAIVE CERTAIN FEES DURING THIS LOCAL EMERGENCY

Leticia Ramirez, City Attorney provided the staff report.

Chris Dutra shared support for wine and craft beer vendors to participate in the downtown Tracy Farmers Market.

Gabriela Rodriguez Machuca requested City Council accept staff's recommendation on the item, and shared her experiences and concerns about price increases during this COVID time.

City Council questions and comments followed.

Adrienne Richardson, City Clerk read the title of the ordinance into the record.

ACTION: Motion was made by Council Member Vargas and seconded by Council Member Ransom to waive the reading of the full text and adopt Urgency Ordinance 1297

amending Ordinance 1285 of the City of Tracy, as previously amended by Ordinance No. 1289, extending certain deadlines, waiving certain fees and authorizing the City Manager to take certain actions regarding public improvement agreements, accepting improvements, grant applications and professional and general services agreements, extending temporary use permits, and issuing special event permits during this local emergency. Roll call found Council Members Arriola, Ransom, Vargas and Mayor Rickman in favor; passed and so ordered. Mayor Pro Tem Young absent.

Leticia Ramirez, City Attorney requested City Council consider a motion to reconsider regarding the resolution for submitting the ballot measure (item 4.A) to clearly authorize her to do editorial changes.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Arriola to reconsider agenda item 4.A. Roll call found Council Members Arriola, Ransom, Vargas, and Mayor Rickman in favor; passed and so ordered. Mayor Pro Tem Young absent.

ACTION: Motion was made by Council Member Ransom and seconded by Council Member Arriola to allow the City Attorney the authority to make small minor editorial changes to the ballot measure. Roll call found Council Members Arriola, Ransom, Vargas, and Mayor Rickman in favor; passed and so ordered. Mayor Pro Tem Young absent.

5. **COUNCIL ITEMS AND COMMENTS:** Council Member Vargas sent well wishes to Mayor Pro Tem Young's mother who is ill. Council Member Vargas requested support to agendaize discussion regarding a citywide policy to have an affordable housing component for any future developments to apply to have a percentage of affordable housing. Seconded by Council Member Arriola.

6. Adjournment – Time: 10:08 p.m.

ACTION: Motion was made by Council Member Arriola and seconded by Council Member Vargas to adjourn. Roll call found Council Members Arriola, Ransom, Vargas, and Mayor Rickman in favor; passed and so ordered. Mayor Pro Tem Young absent.

The above agenda was posted at the Tracy City Hall on July 27, 2020. The above are action minutes. A recording is available at the office of the City Clerk.

Mayor

ATTEST:

City Clerk

August 4, 2020, 6:00 p.m.

Tracy City Hall, 333 Civic Center Plaza, Tracy

Web Site: www.ci.tracy.ca.us

Due to the COVID-19 emergency, the regular meeting was conducted pursuant to the provisions of the Governor's Executive Order N-29-20 which suspends certain requirements of the Ralph M. Brown Act. Residents participated remotely via email, phone and WebEx during the meeting.

1. Mayor Rickman called the meeting to order at 6:00 p.m.
2. Roll call found Council Members Arriola, Ransom, Vargas, Mayor Pro Tem Young, and Mayor Rickman present.
3. ITEMS FROM THE AUDIENCE – Dan Evans requested transparency and that no portion of the Ralph M. Brown Act be suspended.
4. RECEIVE AND DISCUSS PRESENTATION ABOUT RACE, EQUITY, AND LOCAL GOVERNMENT, AND THE CITY OF TRACY POLICE USE OF FORCE POLICIES AND POLICE REFORM APPROACHES, AND PROVIDE DIRECTION TO STAFF

Jenny Haruyama, City Manager introduced presenter, Darlene Flynn, Director of the City of Oakland Department of Race and Equity and Chief Sekou Millington who provided the staff report. Chief Millington responded to questions from Council and the public.

Kritika Singh requested that Council support the Equity and Empowerment Initiative.

Marc Mariano requested that Council support the Equity and Empowerment Initiative.

Stephen Zendejas requested that Council support the Equity and Empowerment Initiative.

The City Clerk announced an email comment from Nathan Tran that exceeded the word count limit would be included in the record and provided to Council.

Lea Austin thanked Council Members Arriola and Ransom and asked about ensuring compliance of department policies, hiring standards and clarification of restorative justice and how that will be enacted to ensure departmental accountability.

William Muetzenberg supported the Equity and Empowerment Initiative and thanked Council Members Arriola and Ransom along with the activists in the community.

Bob Tanner stated that Tracy Police Department is the one of the best Police forces in the county, needs all the support it can get from Council and hoped that there are no budget cuts. Mr. Tanner congratulated the Police Department and Chief on a job well done.

Jaime Medina suggested funding be increased to maximize training opportunities for the Police Department. Mr. Medina asked Darlene Flynn about her experience in Tracy and if she resided in Tracy. Mr. Medina asked Council Members Arriola and Ransom about systematic racism and Police and if highlighting these problems were related to political gain.

Council Members Arriola and Ransom provided brief responses to Mr. Medina's comments and questions.

Alice English stated she was in agreement with Mr. Tanner and suggested that this special meeting should have been held at a later date and time to allow more public participation, and commended Chief Millington

John Dubitsky thanked the Police Department on a job well done.

City Council comments followed.

Council Member Vargas requested Council join the Sensitivity Training. Council Member Ransom seconded the request.

It was Council's consensus to support the following Racial & Social Equity Council Policies:

1. Adopt a resolution affirming the City's vision toward achieving racial and social equity.
2. Engage a racial and equity consultant to assist with the development of a racial and social equity plan and assessment tool to guide service, program, and policy decisions.
3. Explore establishing a Government Accountability Commission to provide recommendations for local reform with a special emphasis on racial equity and social justice.
4. Council Member Ransom also requested Council be included in implicit bias training.

The consensus of the Council was to support the following Police Reform policy changes:

1. Explore additional police policies and practices to prevent violence.
2. Direct the City Manager to implement additional police training opportunities.
3. Provide additional suggestions regarding community awareness of police policies and access to key safety statistics.
4. Revisit budget priorities to enhance funding for preventative support services as part of the FY 2021/22 budget development process.

The consensus of the Council was to move forward with the creation of an Accountability Commission, and the creation of scope and bylaws for Council consideration within 90 days.

ACTION: Motion was made Council Member Arriola and seconded by Council Member Ransom to adopt the Tracy Equity and Empowerment Initiative. Roll call found all in favor; passed and so ordered.

5. **COUNCIL ITEMS AND COMMENTS:** Mayor Pro Tem Young wished her sister a happy birthday. Mayor Pro Tem Young requested an agenda item to evaluate the role, make up, validity and necessity of each of the City's Boards and Commissions. Council Member Ransom supported the request.

Council Member Ransom spoke about complaints received from employees that their employers are not doing COVID screening, and asked about a campaign where the City can send a friendly letter to businesses. Leticia Ramirez, City Attorney responded to Council Member Ransom's request.

Council Member Ransom spoke about the possibility of the 2020 Census ending early and encouraged everyone to fill out the 2020 Census. Council Member Ransom acknowledged the virtual graduation for Tracy Unified School District and congratulated the class of 2020.

Mayor Rickman spoke about the training accident that claimed the lives of Marine Corps and Navy Corpsman Christopher Nimes. Mayor Rickman stated our thoughts and prayers go out to the families.

Jenny Haruyama, City Manager, clarified staff will bring back the initiative for a resolution adoption possibly on August 18 to make sure the City Attorney is comfortable with legality of action taken.

6. Adjournment – Time: 8:42 p.m.

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

The above agenda was posted at the Tracy City Hall on August 3, 2020. The above are action minutes. A recording is available at the office of the City Clerk.

ATTEST:

Mayor

City Clerk

AGENDA ITEM 1.B

REQUEST

AUTHORIZE THE PURCHASE OF FOUR 29-FOOT LOW FLOOR BUSES FOR TRACER FIXED ROUTE SERVICE FROM GILLIG, LLC UNDER A COOPERATIVE PURCHASING AGREEMENT WITH THE COMMONWEALTH OF VIRGINIA CONTRACT E194-75548, AND APPROVE A CONTINGENCY AMOUNT OF \$100,000 FOR ANY CHANGE ORDERS NEEDED DURING PRODUCTION

EXECUTIVE SUMMARY

The City of Tracy currently has funding from the Federal Transportation Administration (FTA) 49 U.S.C. Section 5339 and the California Department of Transportation (Caltrans) for the purchase of replacement fixed route buses. Local government agencies may make purchases using another agency's purchasing contract, a process known as "piggybacking." Generally, smaller agencies piggyback on contracts awarded by larger "host" agencies, allowing the smaller agencies to save time and obtain better prices and terms than they might be able to on their own. Under the Tracy Municipal Code, the City is authorized to enter into cooperative purchasing agreements with other public agencies.

Staff is seeking to purchase four buses by entering into a cooperative purchasing agreement with the Commonwealth of Virginia and Gillig, LLC (Gillig) of Livermore, California. This purchase is funded completely with money the City receives from grants through the FTA, Caltrans, and the Transportation Development Act (TDA).

DISCUSSION

This City of Tracy's Tracer transit system operates both fixed route and paratransit services. Staff is seeking to purchase four heavy duty buses which have a useful life of fourteen years, for service on the fixed route system. Existing buses used for fixed route service have reached the end of their useful life and need to be replaced. The City is replacing the existing vehicles with a more heavy duty vehicle that has a longer useful life and will match existing vehicles currently in use on the fixed route system.

The Tracy Municipal Code (TMC) Chapter 2.20 Contracts and Purchasing allows the City to voluntarily participate in any cooperative purchasing agreements with other public agencies. The Commonwealth of Virginia has entered into a contract with Gillig of Livermore, California, for the purchase of fixed route buses and said contract allows for other federal, state, county and local entities to purchase from the contract under the terms and conditions. This form of procurement is commonly referred to as "piggybacking" and is allowable as defined in the FTA Circular 4220.1F wherein grantees may assign contractual rights to purchase goods and services to other grantees if the original contract contains appropriate assignability provisions.

The quote based on the contract pricing for one Gillig Low Floor 29-foot diesel bus with recommended options will be \$542,245.59. The total base price for all four buses will be \$2,168,982.36. Staff is also asking that a contingency amount of \$25,000 per bus, for a total of \$100,000, be added to address any potential changes that may arise during the production process. There will be other costs after the new vehicles arrive such as license and registration fees, radio installation, and TRACER signage that are not included in this bid but are already included in the approved grant amounts. The total requested amount for all four buses, including the contingency, is \$2,268,982.36. The current CIP for this purchase, CIP 77561, has \$2,300,000 approved as part of the FY 20/21 budget.

The City currently has available funding from the following grants to purchase the fixed route buses:

Grant	Available Grant Amount
FTA 5339 Funding	\$854,349
Caltrans State of Good Repair	\$320,326
Caltrans PTMISEA Funding	\$974,440
TDA Funding	\$140,587
TOTAL FUNDING	\$2,289,702

The new buses will match the styling of the existing fixed route Gillig buses that have been in service since 2017. These buses will be 29 feet long, with low floors for easier ADA access, and use diesel fuel. They will have additional wheelchair securements to allow additional ADA passengers to ride without having to put another bus in service. It will take approximately 12-15 months from the time of order until the buses are in service.

STRATEGIC PLAN

This agenda item is a routine operational item and does not relate to the Council's Strategic Plans.

FISCAL IMPACT

There is no fiscal impact to the General Fund. The quoted base price for four buses will be \$2,168,982.36. By adding in a contingency amount of \$100,000 (\$25,000 per bus) to address any changes that may arise during the production process, the total requested amount for all four buses, including the contingency, is \$2,268,982.36. There is a total of \$2,289,702 in grant funding currently available from the FTA, Caltrans, and TDA Funds to pay for the purchase of the vehicles.

RECOMMENDATION

That City Council, by resolution, authorize the purchase of four 29-foot low floor buses for Tracer fixed route service to Gillig, LLC under the Commonwealth of Virginia Contract E194-75548, and approve a contingency amount of \$100,000 for any change orders needed during production.

Prepared by: Ed Lovell, Management Analyst II

Reviewed by: Brian MacDonald, Parks & Recreation Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

RESOLUTION _____

AUTHORIZING THE PURCHASE OF FOUR 29-FOOT LOW FLOOR BUSES FOR TRACER FIXED ROUTE SERVICE TO GILLIG, LLC UNDER A COOPERATIVE PURCHASING AGREEMENT WITH THE COMMONWEALTH OF VIRGINIA CONTRACT E194-75548, AND APPROVE A CONTINGENCY AMOUNT OF \$100,000 FOR ANY CHANGE ORDERS NEEDED DURING PRODUCTION

WHEREAS, The City has previously received grant award funding through the Federal Transportation Administration (FTA) and the California Department of Transportation (Caltrans) for the purchase of fixed route replacement buses in the amount of \$2,289,702, and

WHEREAS, Tracy Municipal Code Section 2.20.220 allows the City to voluntarily participate in cooperative purchasing agreements with other public agencies, and the Commonwealth of Virginia has entered into a contract with Gillig, LLC of Livermore, California, for the purchase of fixed route buses and said contract allows for other federal, state, county and local entities to contract under the terms and conditions, and

WHEREAS, CIP 77561 has \$2,300,000 appropriated for the purchase of fixed route replacement buses, and

WHEREAS, A contingency amount of \$100,000 is requested for any change orders needed during production;

NOW, THEREFORE, BE IT RESOLVED, That the City Council authorizes the purchase of four 29-foot low floor buses for Tracer fixed route service from Gillig, LLC under a cooperative purchasing agreement with the Commonwealth of Virginia Contract E194-75548, and approves a contingency amount of \$100,000 for any change orders needed during production.

* * * * *

The foregoing Resolution _____ was adopted by the Tracy City Council on the 18th day of August 2018, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.C

REQUEST

ACCEPT THE CONSTRUCTION OF THE TRACY RECYCLED WATER TRANSMISSION MAINS PHASE 2 – CIP 74091, COMPLETED BY MOUNTAIN CASCADE INC., AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION WITH THE SAN JOAQUIN COUNTY RECORDER AND AUTHORIZE THE UTILITIES DIRECTOR TO RELEASE THE BONDS AND RETENTION PAYMENTS

EXECUTIVE SUMMARY

The Contractor, Mountain Cascade Inc. (MCI) has completed construction of the Tracy Recycled Water Transmission Mains Phase 2 – CIP 74091. This project is the last phase of the Tracy Recycled Water Infrastructure Improvement project funded by the Proposition 84 grant in the amount of \$18 million, awarded to the City of Tracy by the State of California Department of Water Resources per Agreement No. 4600011424. The City provides matching funds in the amount of \$6 million making the total cost of the project at \$24 million. The City Council accepted the construction of the first phase of the Recycled Water Project on July 21, 2020. Staff recommends City Council accept construction of Phase 2 project to enable the Utilities Director to release the contractor's bonds and retention.

DISCUSSION

The State of California Department of Water Resources (CDWR) awarded a Proposition 84 grant to the City in the amount of \$18M for construction of the recycled water backbone infrastructure for irrigation purposes starting from the City's existing Wastewater Treatment Plant (WWTP). The grant agreement No. 4600011424 required City matching funds of \$6 million with total project cost at \$24 million. The grant agreement also required completion of the design and construction of this project within a relatively short period, by March 31, 2020, to be eligible for reimbursement of costs. City met both conditions and the construction of work requested for Council's acceptance was completed before the deadline of March 31, 2020. The recycled water is intended to irrigate sports fields, parks, street medians, and side landscaping once additional infrastructure is constructed in the future in accordance with the City's Recycled Water Master Plan.

The project improvement plans, specifications and bid documents were jointly prepared by consultants CH2MHILL and West Yost and Associates. The recycled water transmission line aligns through the County jurisdiction areas and urban areas of the City.

Due to fluctuations of underground water levels during different months of the year, especially north of I-205 in the agricultural area, uncertainty of the bid amounts, coordination and acquisition of easements and properties, shorter project completion timeline and unforeseen conditions, the project was divided into two phases to meet the construction completion timelines.

Phase 1 of the recycled water infrastructure included construction of Recycled Water Transmission Mains and WWTP Pump Station project. Phase 1 of project also involved installation of 5.6 miles of 24" and 30" diameter recycled water lines from the WWTP up to the intersection of Grant Line Road and Lammers Road along with Bid Alternate 1 for construction of a pump station at the WWTP. Construction of Phase 1 is complete and the construction was accepted by City Council at its July 21, 2020 meeting.

The acceptance of the construction for Phase 2 of the project completed with the remaining leftover funds for the overall project is before you for consideration.

On March 5, 2019, City Council awarded a construction contract for base bid and bid alternate 1 for the Tracy Recycled Water Transmission Mains – Phase 2 (CIP 74091), State Agreement No. 4600011424 to MCI in the amount of \$5,958,531.

This phase of the Recycled Water Infrastructure involves installation of 9,670 feet of 24" diameter recycled water transmission line from the terminus of phase 1 at the intersection of Grant Line Road and Lammers Road up to Lammers Road and the Eleventh Street intersection as part of the base bid and installation of an additional 2,698 linear feet of 24" diameter line on Lammers Road, up to south of Kimball High School as bid alternate 1.

A total of five change orders in the amount of \$2,213,140 were issued during construction. A major change order in the amount of \$1,881,651 involved further extension of the Recycled Water Transmission line south on Lammers Road just south of the Redbridge Subdivision, to make best use of the remaining project funds. The remaining four change orders in the amount of \$331,489 were related to unforeseen conditions and other construction related issues. The City was able to extend installation of the recycled water transmission line through change order due unused construction contingency amounts and cost-effective construction management practices.

Project costs are as follows:

	Phase 1	Phase 2
A. Construction Contract Amount	\$ 10,245,529	\$ 5,948,531
B. Approved Change orders	\$ 7,131	\$ 2,213,130
C. Design, construction management, inspection, Testing & miscellaneous project management expenses	\$ 2,314,083	\$ 2,780,521
Project Costs	\$ 12,566,743	\$ 10,942,182
Total Available funds for this phase	\$ 24,000,000	\$ 11,433,257
Budget Remaining	\$ 11,433,257	\$ 491,075

STRATEGIC PLAN

This agenda item is a routine agenda item and does not relate to the Council's Strategic Plans.

FISCAL IMPACT

The Tracy Recycled Water Infrastructure improvements project, CIP 74091, is an approved Capital Improvement Project with a project budget of \$24,000,000. This project has been separated into two phases; Phase 1 has been completed and accepted by City Council with a project cost of \$12,566,743. A total of \$10,942,182 was utilized towards Phase 2 of the Recycled Water project, CIP 74091. There are other ongoing and completed tasks related to the Recycled Water Project which will be funded from the remaining budget of the project.

RECOMMENDATION

Staff recommends that the City Council accept the construction of the Tracy Recycled Water Transmission Mains Phase 2 (CIP 74091) completed by Mountain Cascade Inc., authorize the City Clerk to file a notice of completion with the San Joaquin County Recorder, and authorize the Utilities Director to release bonds and retention payment.

Prepared by: Kul Sharma, Utilities Director

Reviewed by: Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

RESOLUTION 2020-_____

ACCEPTING THE CONSTRUCTION OF THE TRACY RECYCLED WATER TRANSMISSION MAINS PHASE 2 – CIP 74091, COMPLETED BY MOUNTAIN CASCADE INC., AUTHORIZE THE CITY CLERK TO FILE A NOTICE OF COMPLETION WITH THE SAN JOAQUIN COUNTY RECORDER AND AUTHORIZE THE UTILITIES DIRECTOR TO RELEASE THE BONDS AND RETENTION PAYMENTS

WHEREAS, The State of California Department of Water Resources awarded a Proposition 84 grant to the City in the amount of \$18M for construction of the recycled water backbone infrastructure for irrigation purposes starting from the City's existing Wastewater Treatment Plant, and

WHEREAS, The grant agreement No. 4600011424 required City matching funds in the amount of \$6M, and

WHEREAS, The project improvement plans, specifications and bid documents were jointly prepared by consultant CH2MHILL and West Yost and Associates, and

WHEREAS, On March 5, 2019, City Council awarded a construction contract for base bid and bid alternate 1 for the Tracy Recycled Water Transmission Mains – Phase 2 (CIP 74091), State Agreement No. 4600011424 to MCI in the amount of \$5,958,531, and

WHEREAS, This phase of the Recycled Water Infrastructure involves installation of 9,670 feet of 24" diameter recycled water transmission line from the terminus of Phase 1 at the intersection of Grant Line Road and Lammers Road up to Lammers Road and the Eleventh Street intersection as part of the base bid and installation of an additional 2,698 linear feet of 24" diameter line on Lammers Road, up to south of Kimball High School as bid alternate 1, and

WHEREAS, A total of five change orders in the amount of \$2,213,140 were issued during construction, and

WHEREAS, Project costs are as follows:

	Phase 1	Phase 2
A. Construction Contract Amount	\$ 10,245,529	\$ 5,948,531
B. Approved Change orders	\$ 7,131	\$ 2,213,130
C. Design, construction management, inspection, Testing & miscellaneous project management expenses	\$ 2,314,083	\$ 2,780,521
<u>Project Costs</u>	<u>\$ 12,566,743</u>	<u>\$ 10,942,182</u>
Total Available funds for this phase	\$ 24,000,000	\$ 11,433,257
Budget Remaining	\$ 11,433,257	\$ 491,075

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby accepts construction of the Tracy Recycled Water Transmission Mains 2 (CIP 74091) completed by Mountain Cascade Inc., authorize the City Clerk to file a notice of completion with the San Joaquin County Recorder, and authorize the Utilities Director to release bonds and retention payment.

The foregoing Resolution 2020-_____ was adopted by Tracy City Council on the 18th day of August, 2020, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.D

REQUEST

WAIVE SECOND READING AND ADOPT ORDINANCE 1294, AN ORDINANCE OF THE CITY OF TRACY APPROVING AN AMENDMENT TO THE TRACY HILLS SPECIFIC PLAN REGARDING SINGLE-FAMILY DWELLINGS WITH THREE-CAR GARAGES APPLICATION NUMBER SPA20-0002

EXECUTIVE SUMMARY

Ordinance 1294 was introduced at the regular Council meeting held on July 21, 2020. Ordinance 1294 is before Council for adoption.

DISCUSSION

On April 22, 2020, an application was submitted to amend the Tracy Hills Specific Plan regarding single-family dwellings with three-car garages, Application Number SPA20-0002. The proposed amendment to the Tracy Hills Specific Plan would allow a single-family dwelling with a front elevation width of 60 feet or greater to have a three-car garage fronting to the street and allow the maximum width of a driveway to be 30 feet from a three-car garage. The proposed amendment to the Tracy Hills Specific Plan is not a project within the meaning of the California Environmental Quality Act because it does not have the potential for causing a significant effect on the environment (CEQA Guidelines, 14 California Code of Regulations, §15061(b)) and therefore, no further environmental assessment is required. Proposed Ordinance 1294 was introduced at the July 21, 2020, regular Council meeting.

Ordinance 1294 is now before Council for adoption.

STRATEGIC PLAN

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

FISCAL IMPACT

The City's costs for processing this development application were funded by the applicant's payment of the City's established fees

RECOMMENDATION

Staff recommends that the City Council waive the second reading and adopt Ordinance 1294 amending the Tracy Hills Specific Plan regarding single-family dwellings with three-car garages.

Agenda Item 1.D
August 18, 2020
Page 2

Prepared by: Necy Lopez, Deputy City Clerk

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

Approved by: Jenny Haruyama, City Manager

Attachment A: Ordinance 1294

ORDINANCE 1294

AN ORDINANCE OF THE CITY OF TRACY APPROVING AN AMENDMENT
TO THE TRACY HILLS SPECIFIC PLAN REGARDING SINGLE-FAMILY DWELLINGS
WITH THREE-CAR GARAGES
APPLICATION NUMBER SPA20-0002

WHEREAS, On April 5, 2016, City Council certified an Environmental Impact Report and approved a comprehensive update to the Tracy Hills Specific Plan, and

WHEREAS, The Tracy Hills Specific Plan consists of approximately 2,732 acres located in the vicinity of the existing Corral Hollow Road interchange and the proposed Lammers Road interchange on Interstate 580, and

WHEREAS, The Tracy Hills Specific Plan states that a single-family dwelling shall have a maximum of two car garage bays fronting to the street, and

WHEREAS, On April 22, 2020, an application was submitted to amend the Tracy Hills Specific Plan regarding single-family dwellings with three-car garages, Application Number SPA20-0002, and

WHEREAS, The proposed amendment to the Tracy Hills Specific Plan would allow a single-family dwelling with a front elevation width of 60 feet or greater to have a three-car garage fronting to the street, and

WHEREAS, The proposed Specific Plan Amendment would allow the maximum width of a driveway to be 30 feet for a three-car garage, and

WHEREAS, The proposed amendment to the Tracy Hills Specific Plan is not a project within the meaning of the California Environmental Quality Act because it does not have the potential for causing a significant effect on the environment (CEQA Guidelines, 14 California Code of Regulations, §15061(b)) and therefore, no further environmental assessment is required, and

WHEREAS, The Planning Commission considered this matter at a duly noticed public hearing held on June 10, 2020 and recommended that the City Council approve the proposed amendment to the Tracy Hills Specific Plan regarding single-family dwellings with three-car garages, Application Number SPA20-0002, and

WHEREAS, The City Council considered this matter at a duly noticed public hearing held on July 21, 2020;

The City Council of the City of Tracy does ordain as follows:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein as findings.

SECTION 2. The City Council hereby approves the Tracy Hills Specific Plan Amendment regarding single-family dwellings with three-car garages, Application Number SPA20-0002, as attached to the July 21, 2020 City Council staff report as Attachment "A".

SECTION 3. This Ordinance shall take effect 30 days after its final passage and adoption.

SECTION 4. This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk's office at least five days before the ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the ordinance. (Gov't. Code §36933.)

* * * * *

This Ordinance 1294 was introduced at a regular meeting of the Tracy City Council on the 21st day of July 2020, and finally adopted on the _____ day of August 2020, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.E

REQUEST

WAIVE SECOND READING AND ADOPT ORDINANCE 1295, AN ORDINANCE OF THE CITY OF TRACY AMENDING SECTION 2.08.080 OF CHAPTER 2.08 OF, AND ADDING CHAPTER 2.10 TO, TITLE 2 “ADMINISTRATION” OF THE TRACY MUNICIPAL CODE REGARDING TENURE OF THE CITY MANAGER AND THE CITY ATTORNEY

EXECUTIVE SUMMARY

Ordinance 1295 was introduced at the regular Council meeting held on July 21, 2020. Ordinance 1295 is before Council for adoption.

DISCUSSION

In 2018-2019 the San Joaquin Grand Jury conducted an investigation in response to complaints regarding Councils inability to work as a cohesive legislative body thereby creating a volatile Council Manager form of government. The Grand Jury report issued in 2019 identified several opportunities for implementing change to ensure a more harmonious City Council in addition to safeguards for City administrators and staff including the requirement of a supermajority vote to terminate the employment of the City Manager and City Attorney.

Ordinance 1295 was introduced at the regular City Council meeting on July 21, 2020. The proposed ordinance reflects an amendment to section 2.08.080 (b) of Chapter 2.08 requiring a four-fifths vote of the members of Council to remove the City Manager. In addition, this ordinance will add Chapter 2.10 to Title 2 to include provisions regarding the appointment and removal of the City Attorney including the requirement for a four-fifths vote of the members of Council to remove the City Attorney.

Ordinance 1295 is now before Council for adoption.

STRATEGIC PLAN

This agenda item supports the City’s Governance Strategic Priority: Governance Strategy

Purpose: To enhance fiscal stability, retain and attract new talent, improve the use of technology, and enhance transparency for the betterment for the Tracy community.

FISCAL IMPACT

This agenda item will not require any expenditure of funds.

RECOMMENDATION

That the City Council waive the full reading of the text and adopt Ordinance 1295 amending Section 2.08.080 of, and adding Chapter 2.10 to, Title 2 of the Tracy Municipal Code to require a supermajority vote of four (4) members of the City Council to remove the City Manager or City Attorney.

Prepared by: Necy Lopez, Deputy City Clerk

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

Approved by: Jenny Haruyama, City Manager

Attachment A: Ordinance 1295

ORDINANCE 1295

AN ORDINANCE OF THE CITY OF TRACY, AMENDING SECTION 2.08.080 OF CHAPTER 2.08 OF, AND ADDING CHAPTER 2.10 TO, TITLE 2 "ADMINISTRATION" OF THE TRACY MUNICIPAL CODE REGARDING TENURE OF THE CITY MANAGER AND THE CITY ATTORNEY

WHEREAS, The electorate of the City of Tracy established the City Manager form of government in April 1954, and

WHEREAS, In Chapter 2.08 of Title 2 of the Tracy Municipal Code, the City Council has adopted the powers, duties, and tenure of the City Manager, and

WHEREAS, Pursuant to Government Code Sections 36505 and 36506, the City Council may appoint a city attorney and the city attorney holds office during the pleasure of the City Council, and

WHEREAS, The City Council has undertaken a review of the term of office and removal of the City Manager and the City Attorney and desires to establish a requirement of a four-fifths vote of the City Council for the removal of the City Manager or the City Attorney, and

WHEREAS, It is proposed to add Chapter 2.10 to Title 2, entitled "Administration" of the Tracy Municipal Code to include provisions regarding the appointment and removal of the City Attorney to accomplish the request of the City Council;

The City Council of the City of Tracy does ordain as follows:

SECTION 1. Amended Section. Section 2.08.080 of Chapter 2.08 of Title 2 of the Tracy Municipal Code is hereby amended to read as follows:

"2.08.080 - Tenure of the City Manager.

- (a) The City Manager shall hold office for and during the pleasure of the Council.
- (b) Removal of the City Manager shall be only by a four-fifths vote of the members of the Council.
- (c) The City Manager shall not be removed from office during or within a period of 120 days immediately succeeding any general municipal election held in the City at which election a member of the Council is elected. The purpose of this provision is to allow any newly elected member of the Council or a reorganized Council to become familiar with the affairs of the City and to observe the actions and ability of the City Manager in the performance of the powers and duties of his or her office. After the expiration of said 120-day period, the provisions of this section as to the removal of the City Manager shall apply and be effective."

SECTION 2. Added Chapter. Chapter 2.10 of Title 2 of the Tracy Municipal Code is hereby added to read as follows:

"Chapter 2.10 - CITY ATTORNEY

2.10.010 - Office and appointment of the City Attorney

The City Attorney shall be appointed by and serve at the pleasure of the City Council. The City Attorney shall serve as legal counsel to the City government and all officers, departments, boards, commissions, and agencies thereof and shall have such other powers and duties as may be prescribed by state law and by ordinance or resolution of the City Council. In situations where the City Attorney determines there is a conflict in representation by that office, the City Council may authorize the retention or other legal counsel to represent one of the conflicting parties. The City Attorney shall appoint all other members of the City Attorney's Office.

2.10.020 - Tenure of the City Attorney

Removal of the City Attorney shall be only by a four-fifths vote of the members of the Council."

SECTION 3. If any provision or the application of this Ordinance is for any reason held to be unconstitutional, invalid, or otherwise unenforceable, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted each subsection or provision of this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance enforced.

SECTION 4. This Ordinance shall take effect 30 days after its final passage and adoption.

SECTION 5. This Ordinance shall either (1) be published once in a newspaper of general circulation, within 15 days after its final adoption, or (2) be published in summary form and posted in the City Clerk's office at least five days before the ordinance is adopted and within 15 days after adoption, with the names of the Council Members voting for and against the ordinance. (Gov't. Code §36933.)

* * * * *

The foregoing Ordinance 1295 was introduced at a regular meeting of the Tracy City Council on the 21st day of July 2020, and finally adopted on the ____ day of _____, 2020, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.F

REQUEST

APPROVE AMENDMENT No. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PENNINO MANAGEMENT GROUP FOR ADDITIONAL GRANT, RESEARCH, AND FUNDING PROGRAM SERVICES

EXECUTIVE SUMMARY

Under Resolution No. 2018-229, City Council authorized staff to submit an application for Fiscal Year 2018 Economic Development Administration (EDA) Disaster Supplemental Grant (Grant) funding for the bridge replacement and expansion over the Delta Mendota Canal at Old Schulte Road and International Parkway Project. Consultant services were needed to research, prepare and submit an application for this grant.

The City of Tracy and Pennino Management Group (Consultant) entered into a Professional Services Agreement for Grant, Research & Funding Program Services (Agreement) on November 11, 2017 for an amount not-to-exceed \$35,100 for work performed, and \$6,200 for reimbursable costs as approved by City.

Under Resolution No. 2018-246, staff requested City Council approve Amendment No. 1 to the Agreement in order for Consultant to complete the research, organization and production of the Final Phase II application under the FY 2018 EDA Disaster Supplement Grant Funding Program. These additional services increased compensation under the Agreement by \$32,984.

Under Resolution No. 2019-247, staff requested City Council approve Amendment No. 2 to the Agreement due to project scope expansion and extensive time to complete the application for the EDA grant program. The additional services increased compensation under the Agreement by \$39,019.

Staff requests City Council approval of Amendment No. 3 to the Agreement due to a new grant opportunity and the need to expedite the application submission. The additional services will increase compensation under the Agreement by \$32,562, with a total amount not-to-exceed \$139,665.

DISCUSSION

Consultant completed the original scope of services as outlined in the Agreement and finalized an application for submission under an Economic Development Administration (EDA) Grant under Public Works & Economic Adjustment Assistance Program for a bridge replacement and expansion Project over the Delta Mendota Canal at Old Schulte Road.

An EDA Notice of Funding Opportunity (NOFO) FY 2018 Disaster Supplemental Grant Funding program was declared by the Federal Government on April 1, 2017 (DR-4308). DR-4308 offered opportunity to increase the amount of funding and expand the project scope to include a bridge replacement and widening of Old Schulte Road and International Parkway. The Consultant and staff were encouraged by the EDA Regional

Representative to apply for grant funding under DR-4308 and withdraw the application previously submitted under the EDA Public Works & Economic Adjustment Assistance grant.

On March 27, 2020, the Coronavirus Aid Relief and Economic Security (CARES) Act went into effect making \$1.5 billion dollars in economic development assistance available to communities through the EDA. It was recommended to the Consultant by the EDA Regional Representative that the City of Tracy expedite their application and apply through the CARES Act.

Due to the fact that we need to expedite the application, staff requires more time from the consultant to complete all of the necessary components. In addition to assisting with the completion of the application, the Consultant will remain available to assist with answering any questions and making revisions requested by the EDA after the application submission.

Staff recommends that Council approve Amendment No. 3 to the agreement for an additional \$32,562, with a total not-to-exceed \$139,665. If Council does not approve this amendment, we will not be able to apply for this grant and will miss the opportunity to receive funding for up to 80% of the bridge expansion over the Delta Mendota Canal on International Parkway.

FISCAL IMPACT

The Amendment No. 3 will be funded by Prologis, L.P. and will be paid through their Cost Recovery Agreement.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Quality of Life strategic priority, and specifically implements Goal 2, Advance Infrastructure Projects to Enhance Citywide Traffic Conditions.

RECOMMENDATION

That City Council, by resolution, approve Amendment No. 3 to the Professional Services Agreement with Pennino Management Group for additional grant, research, and funding program services.

Prepared by: Veronica Child, Management Analyst II

Reviewed by: Robert Armijo, City Engineer / Assistant Development Services Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Amendment No. 3 to Professional Services Agreement

CITY OF TRACY
AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT
Grant, Research & Funding Program Services

This Amendment No. 3 (**Amendment**) to the Professional Services Agreement for Grant, Research & Funding Program Services is entered into between the City of Tracy, a municipal corporation (**City**), and Pennino Management Group, a California corporation (**Consultant**). City and Consultant are referred to individually as "**Party**" and collectively as "**Parties**."

Recitals

- A.** The City and Consultant entered into a Grant, Research & Funding Program Services Agreement (**Agreement**) on November 11, 2017 for an amount not to exceed \$35,100 for work performed and \$6,200 for reimbursable costs including printing, document reproduction, meetings, and travel, as approved by City.
- B.** Consultant fulfilled original services outlined in Agreement and completed an Economic Development Administration (EDA) Grant under Public Works & Economic Adjustment Assistance Program and submitted the completed application to the EDA.
- C.** An additional appropriation in the amount of \$32,983.69 was granted for Consultant to complete the research, organization and production of the Final Phase II application under the FY 2018 EDA Disaster Supplemental Grant program by Resolution No. 2018-246 on December 18, 2018.
- D.** An additional appropriation in the amount of \$39,019.20 was granted for Consultant to complete the grant process by Resolution No. 2019-247 on December 17, 2019.
- E.** Due to the Coronavirus Aid, Relief, and Economic Security (CARES) Act which went into effect on March 27, 2020, new funding was made available for the EDA grant. After learning of this opportunity, the timeline for grant submittal was shortened. Therefore, an additional appropriation in the amount of \$32,561.92 is requested by Consultant. With the additional funds Consultant will conclude the application process, provide payment for outstanding invoices under Agreement and be available to answer questions regarding the grant application after submission.
- C.** This Amendment is being executed pursuant to Resolution No. ____ approved by Tracy City Council on _____, 2020

Now therefore, the Parties mutually agree as follows:

- 1. Incorporation by Reference.** This Amendment incorporates by reference all terms set forth in the Agreement, unless specifically modified by this Amendment. The terms which are not specifically modified by this Amendment will remain in effect.
- 2. Terms of Amendment.**
 - A.** Section 3.1 is amended to read as follows:

“3.1 General. For services performed by Consultant under this Agreement, City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit “B,” attached and incorporated by reference. Consultant’s fee for this Agreement is Not-to-Exceed \$139,664.81 for work performed. Consultant shall be entitled to payment of service related reimbursable costs including printing, document reproduction, meetings, and travel not to exceed \$14,019.20 as approved by City. Consultant’s billing rates shall cover all costs and expenses for Consultant’s performance of this Agreement except for reimbursable costs identified in Exhibit “B.”

B. Exhibit A-2 “Scope of Services” attached hereto shall supplement Exhibits “A” and “A-1” of the Agreement. Consultant is responsible for completing all tasks identified in Exhibits “A,” “A-1,” and “A-2.”

3. Modifications. This Amendment may not be modified orally or in any manner other than by an agreement in writing signed by both parties, in accordance with the requirements of the Agreement.

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

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

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

City of Tracy

Pennino Management Group, A California Corporation

By: _____

By: 
Michael Locke

Title: Mayor

Title: President, *vice*

Date: _____

Date: June 30, 2020

Attest:

Federal Employer Tax ID Number: 45-5606098

By: _____
Adrienne Richardson, City Clerk

By: 
Phillip Pennino

Title: Secretary/Treasurer

Date: June 30, 2020

Approved as to form

By: _____
Leticia Ramirez, City Attorney

RESOLUTION 2020-_____

APPROVING AMENDMENT No. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PENNINO MANAGEMENT GROUP FOR ADDITIONAL GRANT, RESEARCH, AND FUNDING PROGRAM SERVICES

WHEREAS, City Council authorized staff, under Resolution No. 2018-229, to submit an application for Fiscal Year 2018 Economic Development Administration Disaster Supplemental Grant funding for the bridge replacement and expansion over the Delta Mendota Canal at Old Schulte Road and International Parkway Project, and

WHEREAS, The City of Tracy and Pennino Management Group (Consultant) entered into a Professional Services Agreement (Agreement) for Grant, Research and Funding Program Services on November 11, 2017, and

WHEREAS, Consultant was granted additional funding in the amount of \$32,984 by Resolution No. 2018-246, and

WHEREAS, Consultant was granted additional funding in the amount of \$39,019 by Resolution No. 2019-247, and

WHEREAS, In March of 2020, the Coronavirus Aid Relief and Economic Security (CARES) Act went into effect making \$1.5 Billion available to communities through grants from the Economic Development Administration (EDA), and

WHEREAS, Consultant services are needed to complete the grant application under the CARES Act under an expedited timeline, and

WHEREAS, Staff requests City Council approve Amendment No. 3 to increase compensation under the Agreement by \$32,562, with a total amount not-to-exceed \$139,665, and

WHEREAS, Prologis, L.P. has agreed to pay the additional funds through the Cost Recovery Agreement;

NOW, THEREFORE, BE IT RESOLVED, The City Council of the City of Tracy hereby approves the Amendment No. 3 to the Professional Services Agreement with Pennino Management Group for additional grant, research, and funding program services.

The foregoing Resolution 2020-_____ was passed and adopted by the Tracy City Council on the 18th day of August 2020, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.G

REQUEST

APPROVE REVOCABLE ACCESS AND UTILITY EASEMENTS TO GARY L. PATTERSON, et al., FOR MAGNON COMPANIES, ON THE NORTH SIDE OF EAST PESCADERO AVENUE

EXECUTIVE SUMMARY

The Magnon Companies (Magnon) submitted a request to record a final parcel map and access and utility easements (easements). The two easements from the City are related to Magnon's California Highway Patrol (CHP) Office Project on Pescadero Road. The easements will be located over the Eastside Channel (channel), which is a storm drain channel (APN: 213-060-44). The channel drains the easterly third of the City. Magnon's engineer has made little progress in designing a project that would concrete line the channel. Without a City approved set of improvement plans, the City is unaware of the Project's impacts to the channel's ability to convey storm water. As Magnon's engineer continues the design, both items can be recorded, if the easements are revocable.

DISCUSSION

Magnon is under contract with the State of California to deliver an office for CHP. The office will be located on a parcel (APN: 213-060-43) owned by Gary L. Patterson, et al. With the owners' approval, Magnon proposes to record a parcel map to split the current parcel into two new parcels: 1) 13.69 acres, and 2) 4.98 acres. Magnon will purchase the 4.98-acre parcel and build the office on this parcel. The proposed office is only possible if two easements are granted over the channel by the City on the north side of East Pescadero Avenue.

On March 17, 2020, City Council approved the easements and approved the City's execution of the OIA. Magnon submitted a request to record the easements but their engineer has made little progress in designing a project that would install a concrete liner along the bottom and sides of the channel. The Project would transform the channel from an earthen channel to a concrete channel. Per CHP's conditions of approval, the recordation of their final parcel map is contingent upon the City continuing to enjoy its beneficial use of the channel. In other words, the City could continue to drain the easterly third of the City. Without a City approved set of improvement plans, the City is unaware of CHP's impacts to the channel's ability to convey storm water reliably and safely to prevent flooding. As Magnon's engineer continues the design, both the final parcel map and the easements can be recorded if the easements include revocation language. The access easements approved on March 17, 2020 are revocable, but did not contain revocation language. To revoke the earlier approved easements, City staff would need to bring the item to City Council for approval.

If during the plan-check process the City finds that CHP's impacts would prevent the channel from conveying storm water reliably and safely, then the City can revoke the access easements.

STRATEGIC PLAN

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

FISCAL IMPACT

Magnon will complete all improvements. However, on-going maintenance and replacement costs of the driveway and other improvements will be the owner's responsibility. Also, the City will have to maintain the culverts that will support the driveways.

RECOMMENDATION

Staff recommends that the City Council approve, by resolution, the revocable Access and Utility Easements to Gary L. Patterson, et al., for Magnon Companies, on City property on the north side of East Pescadero Avenue.

Prepared by: Al Gali, Associate Civil Engineer

Reviewed by: Robert Armijo, PE, City Engineer/Assistant Development Services Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Grant Deed of Revised Access and Utility Easement – Easterly Driveway
Attachment B – Grant Deed of Revised Access and Utility Easement – Westerly Driveway

RECORDING REQUESTED BY:

CITY OF TRACY

AND WHEN RECORDED MAIL TO:

CITY CLERK OFFICE
City of Tracy
333 Civic Center Plaza
Tracy, California 95376

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF AN ACCESS AND UTILITY EASEMENT
EASTERLY DRIVEWAY**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **CITY OF TRACY**, a municipal corporation of the State of California, GRANTOR, hereby grants to **Gary L. Patterson, et al.**, GRANTEE, an easement for roadway, sidewalk, and culvert purposes on the following described real property in the City of Tracy, County of San Joaquin, State of California, more particularly described in Exhibit "A," attached hereto and made a part hereof.

The easement granted will terminate and become automatically null and void, if after two (2) years from the date that GRANTOR has executed this easement, GRANTEE, or its successors, heirs or assigns fails to obtain GRANTOR approved Improvement Plans for the construction of culverts and driveways.

Executed this ____ day of _____, 20____.

GRANTORS:

By: _____

By: _____

Name:
Title:

Address of the person(s) granting the easement:

City of Tracy
333 Civic Plaza Drive
Tracy, CA 95376

PLEASE USE CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

EXHIBIT A

Legal Description and Plat

RECORDING REQUESTED BY:

CITY OF TRACY

AND WHEN RECORDED MAIL TO:

CITY CLERK OFFICE
City of Tracy
333 Civic Center Plaza
Tracy, California 95376

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF AN ACCESS AND UTILITY EASEMENT
WESTERLY DRIVEWAY**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **CITY OF TRACY**, a municipal corporation of the State of California, GRANTOR(S) hereby grants to **Gary L. Patterson, et al.**, GRANTEE, an easement for roadway, sidewalk, and culvert purposes on the following described real property in the City of Tracy, County of San Joaquin, State of California, more particularly described in Exhibit "A," attached hereto and made a part hereof.

The easement granted will terminate and become automatically null and void, if after two (2) years from the date that GRANTOR has executed this easement, GRANTEE, or its successors, heirs or assigns fails to obtain GRANTOR approved Improvement Plans for the construction of culverts and driveways.

Executed this ____ day of _____, 20____.

GRANTORS:

By: _____

By: _____

Name:

Title:

Address of the person(s) granting the easement:

City of Tracy
333 Civic Plaza Drive
Tracy, CA 95376

PLEASE USE CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

EXHIBIT A

Legal Description and Plat

RESOLUTION 2020-_____

APPROVING REVOCABLE GRANTS OF ACCESS AND UTILITY EASEMENTS TO GARY L. PATTERSON, et al., FOR MAGNON COMPANIES, FOR ACCESS AND UTILITIES TO BE LOCATED ON CITY PROPERTY ON THE NORTH SIDE OF EAST PESCADERO AVENUE

WHEREAS, The Magnon Companies (Magnon) submitted a request to record a final parcel map and access and utility easements, and

WHEREAS, Magnon’s engineer has made little process in designing the project that will construct a concrete lining along the bottom and sides within the Eastside Channel, and

WHEREAS, Per Magnon’s conditions of approval, the final parcel map cannot be recorded until the City can confirm the Eastside Channel can continue to drain the easterly third of the City reliably and safety, and

WHEREAS, Without City approved improvement plans, the City cannot confirm the Eastside Channel can continue to drain the easterly third of the City, and

WHEREAS, Both the final map and access easements can be recorded if the easements contain revocation language;

NOW THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves revocable Grant of Access and Utility Easements to Gary L. Patterson, et al. for Magnon Companies, for access and utilities to be located on City property on the north side of East Pescadero Avenue.

* * * * *

The foregoing Resolution 2020-_____ was passed and adopted by the Tracy City Council on the 18th day of August 2020, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

August 18, 2020

AGENDA ITEM 1.H

REQUEST

APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH SEROLOGICAL RESEARCH INSTITUTE, A CALIFORNIA CORPORATION FROM JULY 1, 2020 TO JUNE 30, 2025, NOT TO EXCEED \$400,000 OR \$80,000 ANNUALLY FOR EXPEDITED FORENSIC DNA AND EVIDENCE TESTING

EXECUTIVE SUMMARY

The Police Department requests Council approval of a 5-year contract with Serological Research Institute (SERI) lab to provide expedited processing of DNA evidence.

DISCUSSION

In 2018, Tracy Police Department executed a contract with SERI after experiencing a significant delay with timely processing of DNA by the Department of Justice. Tracy Police Department discovered that SERI lab can produce expedited DNA results in as little as 48 hours to 20 days. SERI lab uses the latest cutting edge technology that cannot be duplicated by the Department of Justice crime lab. They provide scientific disciplines such as Mitochondrial DNA Analysis, YSTR Testing, and M-VAC Extraction. SERI also offers their clients a comprehensive case consultation directly with a criminalist.

The ability to receive DNA results in a timely manner is extremely important during criminal investigations to aid in identifying suspects and prosecution. Tracy Police Department has submitted 14 cases to SERI lab and they have been able to create a DNA profile for 11 of those cases.

The Police Department is asking Council to approve a 5-year contract with SERI to provide timely DNA evidence processing and results.

Pursuant to Tracy Municipal Code 2.20.140(b)(2) the formal request for proposals process is not required because the vendor is a sole source vendor. SERI has provided the City with a sole source letter, which the City Manager has reviewed and approved in writing (Attachment B).

STRATEGIC PLAN

This agenda item is a routine operational item and does not relate to Council's Strategic Priorities.

FISCAL IMPACT

Funding for the service has already been included in the FY2020-21 budget. No additional funds are being requested. The 5-year contract is not to exceed \$400,000 and \$80,000 annually.

RECOMMENDATION

Staff recommends that City Council approve a 5-year professional services agreement with SERI for expedited forensic DNA and evidence testing.

Prepared by: Grace Segura, Support Services Technician

Reviewed by: Bethany Lyons-McCarthy, Support Operations Manager
Sekou Millington, Chief of Police
Karin Schnaider, Finance Director

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A- SERI Professional Services Agreement
Attachment B- SERI Sole Source Letter

**CITY OF TRACY
PROFESSIONAL SERVICES AGREEMENT WITH
The Serological Research Institute**

This Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and The Serological Research Institute (SERI), a California Corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** The City Police Department is in need of timely processing of DNA evidence and timely DNA results. The ability to receive DNA results in a timely manner is extremely important during criminal investigations to aid in identifying suspects and prosecution.
- B.** Pursuant to Tracy Municipal Code 2.20.140(b)(2) the formal request for proposals process is not required because the Consultant is a sole source vendor who provides cutting edge technology when processing DNA Evidence, and expedited DNA results set forth in Exhibit "A". Serological Research Institute provides scientific disciplines such as Mitochondrial DNA Analysis, YSTR Testing, and M-VAC Extraction and comprehensive case consultation with a Forensic Serologists.
- 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

Now therefore, the Parties mutually agree as follows:

- 1. Scope of Work.** Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference. The services shall be performed by, or under the direct supervision of Consultant. Consultant shall not replace its Authorized Representative, 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.
- 2. Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City shall grant or deny such requests at its sole discretion.
 - 2.1 Term.** The term of this Agreement shall begin on July 1, 2020 and end on June 30, 2025, unless terminated in accordance with Section 6. This Agreement may be extended for an additional one (1) year by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement.
- 3. Compensation.** City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "A," attached and incorporated by reference for services performed under this Agreement.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed \$400,000 for the term of the contract or \$80,000 annually. Consultant shall be compensated in accordance with compensation described in Exhibit A. Consultant's billing rate 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 invoice(s) on a per case basis to the City that describe the services performed, including date of service, Tracy Police Department case number, and defendant's name.

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:
Tracy Police Department
Support Operations Manager
1000 Civic Center Plaza
Tracy, CA 95376

To Consultant:
Ledia M. McVeigh
Director of Operations & Administration
3053 Research Drive
Richmond, CA 94806

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: Robert Rickman
Title: Mayor
Date: _____

Attest:


Adrienne Richardson, City Clerk

Approved as to form:

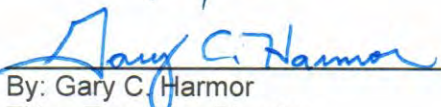
Leticia Ramirez, City Attorney

Consultant

Serological Research Institute, a California Corporation



By: Ledia McVeigh
Title: Chief Financial Officer
Date: 6/8/20



By: Gary C. Harmor
Title: Executive Director
Date: JUN 08 2020

Federal Employer Tax ID No. 94-2520402

Exhibits:

- A Scope of Services and Compensation (as referenced in Agreement sections 1, 2 and 3.)
- B Seri Sole Source letter and signed memorandum by City Manager

Exhibit A
Scope of Work

Service	Option A	Option B	Option C
Discount & Turnaround Time	25% discount – 4 weeks	30% discount – 6 weeks	35% discount – 8 weeks
Combined Administrative Fee & CODIS Upload Fee (Flat, All Cases)	\$700/case	\$700/case	\$700/case
Screening: Small Item or Large Item	\$225/ea. small item \$350/ea. large item	\$200/ea. small item \$350/ea. large item	\$200/ea. small item \$325/ea. large item
Screening: Sexual Assault Kit	\$375/item	\$350/item	\$325/item
Screening: Shell Casings Flat Fee by Volume	1 - 6 \$200 ea.	7 - 12 \$150 ea.	13 + \$100 ea.
Reference Sample (Blood or Saliva)	\$500/sample	\$500/sample	\$455/sample
Evidence Sample taken through Quantitation only	\$300/sample	\$250/sample	\$200/sample
Evidence Sample	\$750/sample	\$700/sample	\$650/sample
Additional Testing from Extracted DNA Sample - YSTR or MITO	\$450/sample YSTR \$900/sample MITO	\$400/sample YSTR \$850/sample MITO	\$400/sample YSTR \$775/sample MITO
Firearm Testing or Wearer/Touch/Handler DNA	\$1,550/item	\$1,475/item	\$1,400/item
M-Vac System® Extraction -> includes DNA Analysis	\$1,550/item	\$1,475/item	\$1,400/item
Mitochondrial DNA - Reference or Evidence Item	\$1,350/sample	\$1,250/sample	\$1,150/sample

Evidence Return: No charge due to locality

RUSH Fees pertain to Option "A" only

20 Business Day Turn-Around: Add 25% of billable cost to total

10 Business Day Turn-Around: Add 50% of billable cost to total

Expert Witness Testimony: \$290/hour + actual expenses

Travel Time for Court Testimony: No charge due to locality

Special Pricing Options for Tracy Police Department



Quality Forensics since 1978

Exhibit B



January 15, 2020

To Whom It May Concern:

To the best of our knowledge, Serological Research Institute (SERI) is a sole source provider of the following scientific disciplines for laboratory testing and analysis.

- Mitochondrial DNA Analysis
- YSTR Testing
- M-Vac Extraction
- Ability to process challenging samples not customarily processed by other laboratories
- DNA services that can be performed on an Expedited Basis in as little as 48 hours to 20 business days

All DNA analysis services are performed exclusively onsite at Serological Research Institute in Richmond California.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ledia M. McVeigh'.

Ledia M. McVeigh
Director of Operations & Administration

**TRACY POLICE DEPARTMENT**

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

MEMORANDUM

Date: July 13, 2020

To: Jenny Haruyama, City Manager

From: Beth Lyons-McCarthy, Support Operations Manager

Re: Request approval for Serological Research Institute (DNA testing) under Sole Source

This memo is to express the need to renew Tracy Police Department's contract with Serological Research Institute lab (SERI) to supplement our current utilization of the California Department of Justice crime lab in Ripon, CA and expedite processing of DNA evidence.

In 2018, Tracy Police Department executed a contract with SERI after experiencing a significant delay (5-7 months) with timely processing of DNA by the Department of Justice. Tracy Police Department discovered that SERI lab (located in Richmond, CA), can produce expedited DNA results in as little as 48 hours to 20 days. Tracy Police Department has submitted 14 cases to the lab and they have been able to create a DNA Profile for 11 of those cases.

The ability to receive DNA results in a timely manner is extremely important during criminal investigations. Sometimes DNA results are the only piece of evidence that can assist in case prosecution or identifying a suspect.

The SERI lab uses the latest cutting edge technology when processing DNA evidence. The state-of-the-art technology utilized by this lab for extraction of DNA from minute DNA samples cannot be duplicated by the Department of Justice crime lab. They provide scientific disciplines such as Mitochondrial DNA Analysis, YSTR Testing, and M-VAC Extraction. SERI lab also offers their clients a comprehensive case consultation directly with a criminalist.

California Department of Justice is inundated with evidence processing which is causing a significant delay in receiving timely DNA results. Tracy Police Department would like to contract with Serological Research Institute to provide expedited services as needed and to perform their specialized services when necessary.

SERI has provided the City with a sole source letter as they are the only lab that provides the specific testing and analysis we are seeking. We would like to renew our contract with



TRACY POLICE DEPARTMENT

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

the terms of the contract being a 5 year contract, not to exceed \$400,000 (\$80,000 annually). The police department's operational budget has been augmented to allow for this annual expenditure. This would be the most we anticipate spending as in some years there may be no need to utilize the services. For the reasons stated above, we request to forgo the informal bid process, under 2.20.130 (b) TMC – *The request for informal proposal procedure may be dispensed with in an emergency or when the City Manager in his/her best judgement makes a written finding that compliance with these procedures is not on the best interest of the City.*

Beth Lyons-McCarthy
Support Operations Manager

Sekou Millington (Jul 16, 2020 11:13 PDT)

Sekou Millington
Chief of Police

Jenny Haruyama (Jul 23, 2020 09:20 PDT)

Jenny Haruyama
City Manager



Quality Forensic since 1978



January 15, 2020

To Whom It May Concern:

To the best of our knowledge, Serological Research Institute (SERI) is a sole source provider of the following scientific disciplines for laboratory testing and analysis.

- Mitochondrial DNA Analysis
- YSTR Testing
- M-Vac Extraction
- Ability to process challenging samples not customarily processed by other laboratories
- DNA services that can be performed on an Expedited Basis in as little as 48 hours to 20 business days

All DNA analysis services are performed exclusively onsite at Serological Research Institute in Richmond California.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ledia M. McVeigh'.

Ledia M. McVeigh
Director of Operations & Administration

RESOLUTION 2020-____

APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH SEROLOGICAL RESEARCH INSTITUTE, A CALIFORNIA CORPORATION FROM JULY 1, 2020 TO JUNE 30, 2025, NOT TO EXCEED \$400,000 OR \$80,000 ANNUALLY FOR EXPEDITED FORENSIC DNA AND EVIDENCE TESTING

WHEREAS, The Police Department executed a contract with Serological Research Institute (SERI) lab in 2018 to supplement utilization of the Department of Justice crime lab, and

WHEREAS, SERI provides expedited forensic DNA and evidence testing that has aided Tracy Police Department in criminal investigations, and

WHEREAS, The Police Department wishes to continue services with SERI, and

WHEREAS, Per Tracy Municipal Code 2.20.140(b)(2) the formal request for proposals process is not required because the services provided can only be obtained from SERI and SERI has provided the City with a sole source letter, which the City Manager has reviewed and approved in writing, and

WHEREAS, Staff recommends the City Council approve a 5-year agreement with SERI;

NOW, THEREFORE, BE IT RESOLVED That the City Council of the City of Tracy hereby approves the 5-year professional services agreement with Serological Research Institute not to exceed \$400,000 for expedited forensic DNA and evidence testing.

* * * * *

The foregoing Resolution _____ is hereby passed and adopted by the Tracy City Council this 18th day of August, 2020, by the following vote:

- AYES: COUNCIL MEMBERS
- NOES: COUNCIL MEMBERS
- ABSENT: COUNCIL MEMBERS
- ABSTAIN: COUNCIL MEMBERS

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.I

REQUEST**AUTHORIZE THE PURCHASE OF MULTIPLE VEHICLES AND EQUIPMENT IN THE AMOUNT OF \$526,913**EXECUTIVE SUMMARY

A current need exists to replace antiquated vehicles and equipment, for the operation and maintenance of City infrastructure. This request seeks authorization to make the necessary purchases.

DISCUSSION

The Public Works Department is responsible for managing most of the City's vehicle and equipment fleet. There is an existing need to replace antiquated equipment, for use throughout the City. The Public Works Department received authorization through the Fiscal Year 2020-2021 budget process for the replacement and purchase of the equipment.

On June 26, 2020, staff issued a Request for Bids to provide the City with various replacement fleet vehicles and equipment. In order to allow more vendors to bid, and to receive the best price for each unit, dealers were allowed to bid on only the vehicle(s) and equipment they wanted to bid on - instead of the entire list. As a result, bid awards are being recommended for multiple vendors based on the lowest priced vehicles – including any adjustments allowed through the City's Local Preference ordinance. Four vendors submitted bids to the City. Bid packets were opened on July 10, 2020.

Below is a list of the vehicles and equipment being purchased and the vendors that will be used.

Description	Replaces asset	Vendor	Cost	Reason for award
Ford F550 Dump Truck (1)	2284	Tracy Ford	\$61,781.93	Local vendor; low bid
Ford F250 Regular Cab w/Utility Bed (1)	2285	Tracy Ford	\$40,536.11	Local vendor; low bid
Ford Explorer Police Interceptor (3)	2408, 2418 & 2422	Downtown Ford	\$122,490.00	Low bid
Ford Explorer Police Interceptor K9 (1)	2420	Downtown Ford	\$42,000.00	Low bid
Police Equipment Installation	2408, 2418, 2420 & 2422	Emergency Vehicle Outfitters (EVO)	\$82,630.60	Preferred installer
Ford F450 Right-Of-Way Sprayer (1)	2200	Downtown Ford	\$125,844.51	CMAS 1-18-23-20A
Heavy Duty Aerator (1)	2103A & 2103B	Garton Tractor	\$41,123.09	Sourcwell 062117-KBA
96" Heavy Duty Flail Mower Attachment (1)	2301C	Belkorp Ag	\$10,507.12	Sourcwell 052417-AGI Ground Maintenance

The total purchase amount per vendor for the various vehicles and Equipment are as follows:

Tracy Ford – Tracy, CA	\$102,318
Downtown Ford – Sacramento, CA	\$290,335
Emergency Vehicle Outfitters – Elk Grove	\$82,654
Garton Tractor – Stockton, CA	\$41,123
Belkorp Ag – Stockton, CA	\$10,507

Sourcwell (formerly NJPA) is a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions. The City of Tracy is an established customer with Sourcwell (customer number 18531). The CMAS is a competitive bid cooperative purchase program, which offers a wide variety of commodities at prices, which have been assessed to be fair, reasonable, and competitive. The City is authorized to make purchases using the Sourcwell and California Multiple Award Schedules (CMAS) cooperative purchasing agreements, per Tracy Municipal Code section 2.20.220. Emergency Vehicle Outfitters (EVO) is the vendor we have been using for Fire and now Police vehicles, quality and cost are the primary reason we use them.

STRATEGIC PLAN

This agenda item is a routine operational item and does not relate to the City Council's Strategic Plans.

FISCAL IMPACT

Funding was budgeted \$854,362 and is available in the fiscal year 2020-2021 equipment replacement budget for the acquisition of this equipment.

RECOMMENDATION

That City Council, by resolution, authorize the purchase of multiple vehicles and equipment in the amount of \$526,913.

Prepared by: Frank Desousa, Fleet Supervisor
Nancy Chapman, Management Analyst

Reviewed by: Robert Gravelle, Public Works Superintendent
Don Scholl, Public Works Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Jennifer D. Haruyama, City Manager

RESOLUTION _____

AUTHORIZING THE PURCHASE OF MULTIPLE VEHICLES AND EQUIPMENT IN THE AMOUNT OF \$526,913

WHEREAS, As part of the equipment purchasing and replacement program for the City of Tracy (City), there are multiple vehicles and equipment needing replacement, and additional equipment is needed for the operation and maintenance of City infrastructure, which is funded in the Fiscal Year 2020-2021 budget, and

WHEREAS, on June 26, 2020, the City issued a Request for Bids for various replacement fleet vehicles and equipment, and

WHEREAS, On July 10, 2020, staff opened and reviewed the bids that were received from multiple vendors for a portion of the individual vehicles and pieces of equipment, and

WHEREAS, Multiple vendors are being used for the purchase of the replacement vehicles, which include Tracy Ford, Tracy, CA, Downtown Ford, Sacramento CA, Garton Tractor, Stockton CA, Belcorp AG, Stockton, CA, Emergency Vehicle Outfitters through Sourcewell, formerly known as National Joint Powers Alliance (NJPA) and California Multiple Award Schedules (CMAS), to ensure that the best price is received for each unit based on lowest bid, and

WHEREAS, The City is authorized to make purchases using cooperative purchasing agreements under Tracy Municipal Code Section 2.20.220;

NOW, THEREFORE, BE IT RESOLVED, That the City Council hereby authorizes the purchase of multiple vehicles and equipment in the amount of \$526,913 as set forth in the staff report accompanying this item.

* * * * *

The foregoing Resolution _____ is hereby passed and adopted by the Tracy City Council this 18th day of August 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.J

REQUEST

AUTHORIZE THE APPROPRIATION OF \$102,843 FROM THE CITIZENS’ OPTION FOR PUBLIC SAFETY (COPS) GRANT PROGRAM FUNDING FOR THE PURCHASE OF ESSENTIAL SAFETY EQUIPMENT FOR FRONTLINE LAW ENFORCEMENT

EXECUTIVE SUMMARY

The Police Department annually receives grant funding from the Supplemental Law Enforcement Services Funds (SLESF) and Citizens’ Option for Public Safety (COPS).

Staff recommends the City Council authorize the appropriation of the Supplemental Law Enforcement Services Funds to purchase essential police officer safety equipment specific to crowd management.

DISCUSSION

The Citizens’ Option for Public Safety (COPS) grant program is awarded to cities and counties that provide law enforcement services on a per capita basis, which is allocated to county Supplemental Law Enforcement Services Funds (SLESF). To utilize these funds under Government Code 30061,), “...the city council shall appropriate existing and anticipated moneys exclusively to fund frontline municipal police services, in accordance with the written requests submitted by the Chief of Police....” (California Government Code Section 30061(c)(2).)

The Chief of Police, in consultation with the City Manager, has determined the need to purchase police officer safety equipment that is necessary when responding to crowd management.

The requested items are highly effective, less lethal tools and protective gear that are specific to police response for crowd management.

EQUIPMENT	QUANTITY	COSTS
906 SERIES RIOT HELMET WITH GAS FACESHIELD	105	\$15,535.00
ROTHCO GI TYPE FLYER HELMET BAGS	105	\$2,624.00
CHEMICAL AGENT MUNITIONS	126	\$7,686.00
GAS MASKS	84	\$43,512.00
GAS MASK CARRY POUCHS	106	\$3,869.00
VOICE PROJECTION UNITS	34	\$10,948.00
ACCESSORY POUCHES	2	\$631.00
DOUBLE CUFF DISPOSABLE RESTRAINTS	100	\$161.00
OSHA REQUIRED AVON FIT TEST MACHINE AND ACCESSORIES	1	\$9,668.00
TAX/SHIPPING/HANDLING FOR ALL ITEMS - VARIOUS VENDORS		\$8,209.00
TOTAL:		\$102,843.00

Staff is recommending the funding be used to procure the equipment to ensure the safety of the City's frontline law enforcement officers and aid them in their ability to protect public safety.

FISCAL IMPACT

The police department has sufficient funds within Supplemental Law Enforcement Services Funds to support the appropriation of \$102,843. There is no fiscal impact to the City of Tracy's General Fund.

STRATEGIC PLAN

This agenda item is a routine operational item and does not relate to the Councils Strategic Plan.

RECOMMENDATION

Staff recommends that the City Council, by resolution, approve the request to appropriate and expend the State COPS program funds for the aforementioned purchases.

Prepared by: Beth Lyons, Support Operations Manager

Reviewed by: Sekou Millington, Chief of Police
Karin Schnaider, Finance Director

Approved by: Jenny Haruyama, City Manager

RESOLUTION 2020- _____

AUTHORIZING THE APPROPRIATION OF \$102,843 FROM THE CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) GRANT PROGRAM FUNDING FOR THE PURCHASE OF ESSENTIAL SAFETY EQUIPMENT FOR FRONTLINE LAW ENFORCEMENT

WHEREAS, The Tracy Police Department annually receives grant funding from the Supplemental Law Enforcement Services Funds (SLESF) and Citizens' Option for Public Safety (COPS), and

WHEREAS, The Tracy Police Department will use the funds for the purchase of essential officer safety equipment specific to crowd management and in support frontline law enforcement, and

WHEREAS, The Tracy Police Department has sufficient funds within the Supplement Law Enforcement Services Funds to support the appropriation of \$102,843 for the purchase of essential officer safety equipment, and

WHEREAS, Staff is recommending the funding be used to procure the equipment to ensure the safety of the City's frontline law enforcement officers and aid them in their ability to protect public safety;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tracy authorizes \$102,843 to be appropriated from the Citizens' Option for Public Safety (COPS) Grant program funding for the purchase of related equipment for front line law enforcement.

* * * * *

The foregoing Resolution _____ was passed and adopted by the Tracy City Council on the 18th day of August, 2020 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

Mayor

ATTEST:

City Clerk

AGENDA ITEM 1.K

REQUEST

APPROVE A GENERAL SERVICES AGREEMENT WITH PETROLEUM SOLIDS, LLC FOR CENTRIFUGE EQUIPMENT AT THE WASTEWATER TREATMENT PLANT WITH OPTION TO PURCHASE AT END OF TERM FOR A NOT TO EXCEED AMOUNT OF \$171,600 ANNUALLY OR \$346,000 WITH PURCHASE OPTION

EXECUTIVE SUMMARY

The City has rented centrifuge equipment to dewater wastewater sludge (bi-product) for the past several years. It will be cost effective to rent new equipment with an option to purchase depending upon its maintenance and performance during a two-year rental period. Based upon a request for proposal (RFP) from the City, Petroleum Solids, LLC was found to be the most qualified and cost effective vendor to provide the specified equipment and related services. Approval of a General Services Agreement with Petroleum Solids is requested from City Council.

DISCUSSION

Various mechanical equipment are used to dewater wastewater sludge, which is a bi-product of the wastewater treatment process. Centrifuge equipment is one such equipment that has been used previously by the City and other agencies in an effective manner. After dewatering, the sludge is further dried in the drying beds at the Wastewater Treatment Plant before its disposal outside the City. This two-tier process significantly reduces the volume and weight of sludge resulting in reduced transportation costs for disposal.

The City has been renting centrifuge equipment on an annual basis for the last several years from a single vendor. A new RFP for renting such equipment with an option to purchase was placed on the City's website on May 7, 2020. In addition, prospective vendors were also contacted to submit proposals.

A total of seven proposals were received on June 10, 2020. All proposals were reviewed by the maintenance and operation divisions of the Utilities Department and the proposal from Petroleum Solids LLC was found to be the most qualified and had the lowest proposal cost meeting the City's requirements. The term of this Agreement shall begin on September 1, 2020 and end on May 31, 2022. The City will be renting the centrifuge equipment at a monthly rental rate of \$14,300 with an annual not to exceed amount of \$171,600. The City will have the option to purchase the equipment at the end of the two-year agreement for a total not to exceed amount of \$346,000, of which the monthly rental payments will apply towards the final purchase. Total costs incurred by the City for this option will be similar to the purchase price. This option will also allow the City to monitor its maintenance, operations, and ultimate performance prior to exercising an option to purchase. During the rental period, maintenance and repairs will be the responsibility of the vendor.

STRATEGIC PLAN

This agenda item is a routine operational item and does not relate to the Council's Strategic Plans.

FISCAL IMPACT

Contractor's total compensation under this Agreement shall not exceed \$171,600 per year in rental costs. In the event the City decides to exercise the option to purchase equipment, total compensation will not to exceed \$346,600 (equipment rental plus purchase). The cost of renting the centrifuge equipment is in the approved budget for the Utilities Department. The City will exercise the option to purchase after two years only if sufficient funds are available in the budget.

RECOMMENDATION

That City Council, by resolution, approve a General Services Agreement with Petroleum Solids LLC, for centrifuge equipment with two-year term option to purchase at end of term.

Prepared by: Kul Sharma, Utilities Director

Reviewed by: Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENT

Attachment A – General Services Agreement

**CITY OF TRACY
GENERAL SERVICES AGREEMENT WITH
Petroleum Solids Control, Inc., Tracy Sludge Dewatering Centrifuge Rental**

This General Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and Petroleum Solids Control 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 a sludge dewatering centrifuge rental including maintenance with an option to purchase; and

B. On May 7, 2020, the City issued a Request for Proposals (RFP) for the Sludge Dewatering Centrifuge Rental (Project). On June 10, 2020, Contractor submitted its proposal for the Project to the City. City has determined that Contractor possesses the equipment, skills, experience and certification required to provide the services.

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

D. This Agreement is being executed pursuant to Resolution No. 2020-____ approved by Tracy City Council on August 18, 2020.

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: Eugene Rogachevsky. Contractor shall not replace its Authorized Representative, nor shall Contractor use or replace any subcontractors or subconsultants, without City’s prior written consent. A failure to obtain the City’s prior written consent for any change or replacement in personnel or subcontractor may result in the termination of this Agreement.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Contractor shall begin performance, and shall complete installation of all equipment no later than September 1, 2020. 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 September 1, 2020 and end on May 31, 2022, unless terminated in accordance with Section 6.

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

3.1 Not to Exceed Amount. Contractor's total compensation under this Agreement shall not exceed \$171,600 per year rental costs. In the event City decides to exercise option to purchase equipment, total compensation not to exceed \$346,600 (equipment rental plus purchase). 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:

Kuldeep Sharma, Utilities Director
3900 Holly Drive
Tracy, CA 95376

To Contractor:

Eugene Rogachevsky
Petroleum Solids Control, Inc.
1320 E. Hill Street
Signal Hill, CA 90755

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

14. Miscellaneous.

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

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

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

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

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

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

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

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

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

Contractor represents that it is not a suspended corporation. If Contractor is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

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

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

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

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

City of Tracy

By: Robert Rickman
Title: Mayor
Date: _____

Attest:

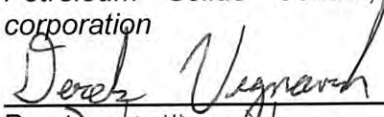
Adrienne Richardson, City Clerk

Approved as to form:

Leticia Ramirez, City Attorney


Contractor

Petroleum Solids Control, Inc. a California corporation



By: Derek Vignovich
Title: President
Date: 7/20/20

Federal Employer Tax ID No. 95-1912960



By: Manuel Tollerini
Title: Operations Manager, CFO
Date: 08/03/20

Exhibits:

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

EXHIBIT A- Scope of Work

CONTRACTOR shall supply the following equipment:

One Flottweg Z4E skid-mounted centrifuge

- Typical flow rate from 20 to 150 GPM
- Cut point : 3 μ
- Bowl speed : 0-3500 rpm (0-4000 G)
- Power : 40 HP, 460 V, 3 Phase
- Differential : 0-45 rpm
- Power : 30 HP, 460V, 3 Phase
- Minimum Amps required 80 Amps
- Foot print : Length 127" x Width 77" x Height 80"
- Weight : 10,000 LBS

One centrifuge stand

- OSHA-approved construction and guardrail installation
- We will attach a staircase instead of a vertical ladder to make it easier for operators to access the centrifuge.
- Stand can be raised to 12' if necessary

One Positive Displacement Feed Pump

- Vogelsang VX186-130Q or similar pump
- Up to 200gpm flow rate

One neat polymer pump skid

- Water pump (VFD controlled)
- Polymer pump (VFD controlled)
- One static mixer
- One potentiometer to regulate pump speed

One auger

- 25' auger capable of conveying solids to 12' above ground and dump into a 12-yard truck for transport.

Connections and Fittings

- All pertinent connections, hoses and fittings will be provided
- CONTRACTOR will hardpipe where necessary/possible to reduce chance of potential spills and damage to equipment

Cable/cord trays

- Industrial strength cable trays to protect electrical cords running along ground

Service, Warranty and Equipment Failure:

- CONTRACTOR will service the equipment once every 30 days. Typical downtime is 2-4 hours and CONTRACTOR will notify the plant 48-hours prior to arrival.
- Typically, if a customer has rented the unit for 12 consecutive months, CONTRACTOR will swap the unit out with a different one so CONTRACTOR can do a full-scale maintenance on the in-place unit. This swap can be completed in July or August and will take 2-3 days to complete. CONTRACTOR will cover all related costs to completing the swap.

Spare Comparable Unit:

CONTRACTOR will keep a spare unit in Bakersfield at IFG Services in case there will be a need to swap out units on short notice in order to keep production going and reduce downtime as much as possible.

EXHIBIT B

Cost of Work:

The monthly rental cost submitted by the CONTRACTOR shall be a lump sum amount and include all costs of mobilization, transportation, installation, and maintenance including disconnecting and transporting back to the Contractor's yard after expiration of the term.

Monthly Rent: \$14,300.00

If City does exercise the option to purchase, a credit for disconnection and transportation back will be provided to the City and will be listed in the option to purchase agreement.

Credit to City if purchase option is exercised: \$4,500.00

If there is a need to complete maintenance work due to misuse of the equipment by the City:

Misuse Related Costs: \$16,500.00

Option to Purchase:

At the end of the term of the Agreement the City will have the option to purchase the equipment.
Entire equipment package (centrifuge, stand, auger, pumps, pipe, fittings, etc.)

\$175,000.00

Centrifuge Only:

\$125,000.00

RESOLUTION 2020-_____

APPROVING A GENERAL SERVICES AGREEMENT WITH PETROLEUM SOLIDS, LLC FOR CENTRIFUGE EQUIPMENT AT THE WASTEWATER TREATMENT PLANT WITH OPTION TO PURCHASE AT END OF TERM FOR A NOT TO EXCEED AMOUNT OF \$171,600 ANNUALLY OR \$346,000 PURCHASE OPTION

WHEREAS, Centrifuge equipment is historically rented to dewater wastewater sludge (bi-product), and

WHEREAS, The City has been renting centrifuge equipment on an annual basis for the last several years from a single vendor, and

WHEREAS, A new RFP for renting such equipment with an option to purchase was placed on the City's website on May 7, 2020, and

WHEREAS, A total of seven proposals were received on June 10, 2020, and

WHEREAS, All proposals were reviewed by maintenance and operation divisions of the Utilities Department and the proposal from Petroleum Solids was found to be the most qualified and lowest cost, and

WHEREAS, The term of this Agreement shall begin on September 1, 2020 and end on May 31, 2022; and

WHEREAS, The City will be renting the centrifuge equipment at a monthly rental rate of \$14,300 with an annual not to exceed of \$171,600; and the City and will have the option to purchase for the equipment at the end of the two year agreement for a total not to exceed of \$346,000 of which the monthly rental payments will apply towards the final purchase; and

WHEREAS, The cost of renting the centrifuge equipment is in the approved budget for the Utilities Department. The City will exercise the option to purchase after two years only if sufficient funds are available in the budget;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves a General Services Agreement with Petroleum Solids LLC, for centrifuge equipment with two-year term option to purchase at end of term.

* * * * *

The foregoing Resolution 2020-_____ was adopted by Tracy City Council on the 18TH day of August, 2020, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.L

REQUEST

AUTHORIZE THE ASSISTANT CITY MANAGER/DIRECTOR OF DEVELOPMENT SERVICES TO EXECUTE AND SUBMIT THE CYCLE ONE MEASURE K (F242) BICYCLE, PEDESTRIAN AND SAFE ROUTES TO SCHOOL NON-COMPETITIVE PROGRAM FUNDS CLAIM OF \$310,581, AUTHORIZE THE ASSISTANT CITY MANAGER TO EXECUTE AND SUBMIT ALL FUTURE SUCH CLAIMS, AUTHORIZE THE ESTABLISHMENT OF A CIP (73181) FOR THE INSTALLATION OF ASPHALT CONCRETE PEDESTRIAN PATH ON LAMMERS ROAD, CLAIM AN APPORTIONMENT OF \$80,581 FOR THIS NEW CIP, AND CLAIM THE REMAINING \$230,000 FOR THE CIP 72116

EXECUTIVE SUMMARY

Staff is requesting that the City Council approve a resolution authorizing the Assistant City Manager/Director of Development Services to execute and submit the Cycle One Measure K Bicycle, Pedestrian and Safe Routes to school Non-Competitive Program Funds claim of \$310,581, authorize the Assistant City Manager to execute and submit all future such claims, authorize the establishment of a CIP for the Installation of Asphalt Concrete Pedestrian Path on Lammers Road, claim an apportionment of \$80,581 for this new CIP, and claim the remaining \$230,000 for the CIP 72116.

DISCUSSION

San Joaquin Council of Government's (SJCOG) Measure K Non-Competitive Bicycle, Pedestrian, and Safe Routes to School Program is intended to fund bicycle, pedestrian and Safe Routes to School projects to provide matching funds for competitive grant opportunities and to fund smaller projects that may not be competitive but are still important to a community. This is the first cycle in the 30-year Measure K Renewal Program. Funds are allocated to the Cities and County of San Joaquin by population. The City's apportionment of these funds is \$310,581.

Staff is recommending the establishment of a new CIP for the Installation of an Asphalt Concrete Pedestrian Path on the east side of Lammers Road, between Redbridge Road and Kimball High School, to assist with the safe movement of pedestrians and bicyclists, and claim an apportionment of \$80,581 from the SJCOG's Measure K Non-Competitive Bicycle, Pedestrian, and Safe Routes to School Program for this CIP.

Staff is also recommending that the remaining apportionment of \$230,000 from the Program be claimed for the existing CIP 72116, for the installation of Post Mounted Flashing Beacons at the uncontrolled crosswalk on 11th Street at F Street intersection, and the study and installation of appropriate equipment for enhancing the uncontrolled crosswalks at W. Grant Line Road at O'Hara Drive and Schulte Road at Amaretto Drive to improve the pedestrian safety.

SJCOG requires the claim documents to include a Council resolution authorizing a specific staff member to submit the claim for reimbursement.

Staff recommends that the City Council authorize the Assistant City Manager/Director of Development Services to execute and submit the Measure K Bicycle, Pedestrian and Safe Routes to School Non-Competitive Program funds claim of \$310,581 and authorize the Assistant City Manager to execute and submit all future such claims.

FISCAL IMPACT

Staff is requesting a new CIP (73181) for the Installation of Asphalt Concrete Pedestrian Path on Lammers Road to be funded from Measure K (F242), in the amount of \$80,581. And to appropriate additional funding for CIP 72116 from Measure K (F242), in the amount of \$230,000.

STRATEGIC PLAN

This agenda item aligns with Governance's Goal 1 of City Council's Public Safety Policies, "Support Efforts to Enhance Citywide Traffic Conditions."

RECOMMENDATION

Staff recommends that City Council, by resolution, authorize the Assistant City Manager/Director of Development Services to execute and submit the Cycle One Measure K (F242) Bicycle, Pedestrian and Safe Routes to school Non-Competitive Program Funds claim of \$310,581, authorize the Assistant City Manager to execute and submit all future such claims, authorize the establishment of a CIP (73181) for the Installation of Asphalt Concrete Pedestrian Path on Lammers Road, claim an apportionment of \$80,581 for this new CIP, and claim the remaining \$230,000 for the CIP 72116.

Prepared by: Anju Pillai, PE, Associate Civil Engineer

Reviewed by: Robert Armijo, PE, City Engineer / Assistant Development Services Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

- Attachment A – Measure K Bicycle, Pedestrian and Safe Routes to school Non-Competitive Program Claim Form 1
- Attachment B – Measure K Bicycle, Pedestrian and Safe Routes to school Non-Competitive Program Claim Form 2

MEASURE K BICYCLE, PEDESTRIAN, AND SAFE ROUTES TO SCHOOL NON-COMPETITIVE PROGRAM GUIDELINES

CYCLE ONE (2017-2021)

I. INTRODUCTION: PURPOSE AND ELIGIBLE APPLICANTS



The Measure K Non-Competitive Bicycle, Pedestrian, and Safe Routes to School (BP-SRtS) Program is intended to fund bicycle, pedestrian and Safe Routes to School projects to provide matching funds for competitive grant opportunities and to fund smaller projects that may not be competitive but are still important to a community. This is the first cycle in the 30-year Measure K Renewal program. Forty percent of the Measure K BP-SRtS Program estimated revenues is allocated to the Non-Competitive Program. The total amount for Cycle 1: 2017-2021 is estimated to be \$2,566,786. Eligible applicants include the Cities and County of San Joaquin. This form explains the procedures for claiming and using Non-Competitive Bicycle, Pedestrian, and Safe Routes to School funds.

II. ELIGIBLE PROJECTS AND COSTS

- Class I Bikeway (Bicycle Path or Trail) with exclusive right-of-way for bicycles and pedestrians
- Class II Bikeways (Bike Lanes) within the paved area of roadways
- Class III Bikeways (Bike Routes) established along through routes not served by Class I or II bikeways, or connecting discontinuous segments of bikeway
- Class IV Separated Bikeways (Cycle Tracks) within the paved area of roadways that provides an on-street pathway with a physical separation between bicycles and vehicle traffic
- Safe Routes to School needs assessments
- New planning, implementation studies, or educational programs.
- Auxiliary facilities including but not limited to: bicycle lockers or other storage facilities, bicycle-actuated traffic signals, traffic calming, landscaping, signage, lighting, bicycle-related roadway widening, restriping, parking removal, bridges
- Within a 2-mile radius of a school, Class I, II, III, IV, and auxiliary facilities projects that clearly support safely walking and biking to and from school
- Up to 10% of funds claimed may be used for administration and other in-house costs

III. PROGRAM REQUIREMENTS

Jurisdictions claiming funds must comply with the following:

1. A Governing Board Resolution must accompany any claim. It should authorize the contact person identified in the Assurances section to act on behalf of the project.
2. All projects (except for planning efforts) must be in a pending or adopted local or regional bicycle plan, pedestrian plan, Safe Routes to School plan, or Active Transportation plan. Projects must lie entirely within the San Joaquin County.
3. No Maintenance: Measure K BP-SRtS funds cannot be used for maintenance or rehabilitation efforts.

MEASURE K BICYCLE, PEDESTRIAN, AND SAFE ROUTES TO SCHOOL NON-COMPETITIVE PROGRAM GUIDELINES

CYCLE ONE (2017-2021)

4. Developer Funds: Measure K funds may not substitute for developer funds.
5. Transportation Development Act (TDA): Jurisdiction using TDA pedestrian/bike money for other than pedestrian/bike project **cannot** claim BP-SRtS funds. If TDA pedestrian/bike monies are spent on road and street projects in any year after funds have been claimed, the jurisdiction **cedes its next Non-Competitive Program cycle** funds for the other jurisdictions to claim.
6. Final Report: After the project is complete, the recipient will report to SJCOG the completion date and the final cost. Future allocations will be made only after reports on completed projects have been submitted.
7. Jurisdictions should attempt to leverage Measure K funds to match federal, state, and other funds as much as possible. SJCOG staff is happy to provide information on other funding opportunities. Competitive BP-SRtS funds may be used to match Non-Competitive funds and vice versa.

IV. OBLIGATION OF MEASURE K FUNDS

Funds are allocated by population with a \$5,000 minimum per jurisdiction. The total allocation for each jurisdiction for Fiscal Years 2016/17 through Fiscal Year 2020/21 are as follows:

**Measure K Bicycle, Pedestrian, and Safe Routes to School
Apportionment of Non-Competitive Funds
First Funding Cycle: FY 2016/17 through FY 2020/2021**

Jurisdiction	2010 Census Population	%	Apportionment
Escalon	7,132	1.04%	\$26,713
Lathrop	18,023	2.63%	\$67,504
Lodi	62,134	9.07%	\$232,720
Manteca	67,096	9.79%	\$251,305
Ripon	14,297	2.09%	\$53,549
Stockton	291,707	42.57%	\$1,092,577
Tracy	82,922	12.10%	\$310,581
SJ County	141,995	20.72%	\$531,837
Total	685,306	100%	\$2,566,786

SJCOG staff advise that claims be submitted before a project commences to avoid questions of eligibility.

Allocation must be claimed within three years. This means a recipient has a full funding cycle plus a one-year grace period to claim the funds by June 30, 2020. Any Non-Competitive funds that are not claimed by a jurisdiction within three years are forfeited and shifted to the Competitive Program unless an extension is granted by SJCOG. Approved claims will be paid with 30 days of receipt.

MEASURE K BICYCLE, PEDESTRIAN, AND SAFE ROUTES TO SCHOOL NON-COMPETITIVE PROGRAM GUIDELINES

CLAIM FORM - CYCLE 1 (2017 –2021) Claims for this cycle must be made before June 30, 2020

1. **Project Title:** Asphalt Concrete Pedestrian Path Installation on Lammers Road

2. **Applicant Agency** City of Tracy

3. **Agency Address** 333 Civic Center Plaza

4. **Project Manager** Anju Pillai **Title:** Associate Civil Engineer

Email: anju.pillai@cityoftracy.org **Phone Number:** 209-831-6455

5. **Project Description.** Briefly describe the project location(s), existing conditions, scope, and expected benefits. If the project is a component within a larger or multi-phase project, describe the “parent” project as well:
The proposed improvements include construction of a 3500 linear ft. of asphalt concrete pedestrian path on the east side of Lammers Road, between Kimball High School and Redbridge Rd. Currently, the students from Kimball High School walk on a gravel path on this side of road. This project will provide safe walking path for the students and bicyclists, separating them from the vehicles on road.

6. **Please attach a copy of the page from a local or regional plan that identifies this project.**

7. **Non-Competitive Measure K funds claimed:** \$ 80,581

8. **Total Project Cost:** \$ 650,000

9. **Schedule**

	Start Date	Completion	
Environmental	<u>10/01/20</u>	<u>12/01/20</u>	*Please provide a schedule for non-infrastructure projects as needed
Design	<u>01/01/20</u>	<u>05/01/21</u>	
ROW	<u>N/A</u>	<u>N/A</u>	
Construction	<u>07/01/21</u>	<u>10/01/21</u>	

Approved:

By: _____
 Andrew T. Chesley
 Executive Director
 San Joaquin Council of Governments

Date: _____

By: _____
 Steve Dial
 Deputy Executive Director/CFO
 San Joaquin Council of Governments

Date: _____

MEASURE K BICYCLE, PEDESTRIAN, AND SAFE ROUTES TO SCHOOL NON-COMPETITIVE PROGRAM GUIDELINES

CLAIM FORM - CYCLE 1 (2017 –2021)

Infrastructure Type (only intended for Infrastructure projects)

Note: do not double-count the improvements that benefit both Bicyclists and Pedestrian (i.e. new RRFB/Signal should only show as a Pedestrian or Bicycle Improvement).

Bicycle Improvements

New Bike Lanes/Routes:	Class 1: _____ Linear Feet	Class 2: _____ Linear Feet
	Class 3: _____ Linear Feet	Class 4: _____ Linear Feet
Signalized Intersections:	New Detection/Bike Boxes: _____ Number	Timing Improvements: _____ Number
Un-Signalized Intersections:	New RRFB/Signal: _____ Number	Crossing-Surface Improvements: _____ Number
Mid-Block Crossing:	New RRFB/Signal: _____ Number	Crossing-Surface Improvements: _____ Number
Lighting:	Intersection: _____ Number	Roadway Segments: _____ Linear Feet
Bike Share Program:	New Bike Share Station: _____ Number	New Bike Share Bikes: _____ Number
Bike Racks/Lockers:	New Racks: _____ Number	New Lockers: _____ Number
Other Bicycle Improvements	#1: _____ #:	#2: _____ #:

Pedestrian Improvements

Sidewalks:	New (4' to 8' wide): <u>3500</u> Linear Feet	New (Over 8' wide): _____ Linear Feet
	Widen Existing: _____ Linear Feet	Reconstruct/Enhance Existing: _____ Linear Feet
ADA Ramp Improvements:	New Ramp (none exist): _____ Number	Reconstruct Ramp to Standard: _____ Number
Signalized Intersections:	New Crosswalk: _____ Number	Enhance Existing Crosswalk: _____ Number
	Pedestrian signal heads: _____ Number	Shorten Crossing: _____ Number
	Timing Improvements: _____ Number	
Un-Signalized Intersections:	New Traffic Signal: _____ Number	New Roundabout: _____ Number
	New RRFB/Signal: _____ Number	Crossing-Surface Improvements: _____ Number
	Shorten Crossing: _____ Number	
Mid-Block Crossing:	New RRFB/Signal: _____ Number	Crossing-Surface Improvements: _____ Number
Lighting:	Intersection: _____ Number	Roadway Segments: _____ Linear Feet
Pedestrian Amenities:	Benches: _____ Number	Trash Cans: _____ Number
	Shade Trees: _____ Number	Shade Tree Type: _____
Other Ped Improvements	#1: _____ #:	#2: _____ #:

Multi-use Trail Improvements

Class 1 Trails:	New (8' or less wide): _____ Linear Feet	New (Over 8' wide): _____ Linear Feet
	Widen Existing: _____ Linear Feet	
Non-Class 1 Trails:	New _____ Linear Feet	Widen Existing: _____ Linear Feet
Other Trail Improvements	#1: _____ #:	#2: _____ #:

Vehicular-Roadway Traffic-Calming Improvements

Road Diets:	Remove Travel Lane: _____ Linear Feet	Remove Right-Turn Pocket: _____ Number
Speed Feedback Signs:	Speed Feedback Signs: _____ Number	
Signalized Intersections:	Timing Improvements: _____ Number	New Roundabout: _____ Number
Un-Signalized Intersections:	New Traffic Signal: _____ Number	New Roundabout: _____ Number
Other Traffic-Calming:	#1: _____ #:	#2: _____ #:

MEASURE K BICYCLE, PEDESTRIAN, AND SAFE ROUTES TO SCHOOL NON-COMPETITIVE PROGRAM GUIDELINES

ASSURANCES

I hereby certify, and am authorized to make, the following assurances on behalf of the agency claiming Measure K Bicycle, Pedestrian, and Safe Routes to School Program (BP-SRtS) Non-Competitive funds.

This project lies entirely within San Joaquin County, and does not duplicate an existing bicycle facility and that the project is, or will be, contained in an adopted local or regional bicycle plan, pedestrian plan, Safe Routes to School plan, or Active Transportation plan.

The claim for the project has been authorized by the governing board of my agency in a resolution that includes all stipulated understandings and assurances as defined in this claim.

The project is not by nature a maintenance or rehabilitation project, and this agency certifies that it will bear responsibility for the maintenance and operation of the facility presented in the claim.

Measure K funds identified in this claim are not being used in place of developer funds.

This agency, as a condition of eligibility for BP-SRtS funds for this project and can finance, acquire, and construct it.

The agency will cause work to be commenced on the project within a reasonable time after approval of a Measure K Non-Competitive BP-SRtS Program claim form. The claim form will be used in lieu of a contract. Successful claimants will encumber allocated (claim approved) BP-SRtS funds by June 30, 2020. Extensions for unclaimed funds must be requested in writing by the end of the grace period.

The agency will comply where applicable with provisions of the California Environmental Quality Act, the American with Disabilities Act, and any other applicable federal, state and/or local laws and/or regulations.

I certify that the information contained in the BP-SRtS claim, including attachments, is accurate to the best of my knowledge that I have read and understand the information contained in the claim, and agree to the assurances on this form.

Signed _____ Date _____

Printed (Name and Title) Andrew Malik, Assistant City Manager

Agency City of Tracy

Project Title Asphalt Concrete Pedestrian Path Installation on Lammers Road

MEASURE K BICYCLE, PEDESTRIAN, AND SAFE ROUTES TO SCHOOL NON-COMPETITIVE PROGRAM GUIDELINES

CYCLE ONE (2017-2021)

I. INTRODUCTION: PURPOSE AND ELIGIBLE APPLICANTS



The Measure K Non-Competitive Bicycle, Pedestrian, and Safe Routes to School (BP-SRtS) Program is intended to fund bicycle, pedestrian and Safe Routes to School projects to provide matching funds for competitive grant opportunities and to fund smaller projects that may not be competitive but are still important to a community. This is the first cycle in the 30-year Measure K Renewal program. Forty percent of the Measure K BP-SRtS Program estimated revenues is allocated to the Non-Competitive Program. The total amount for Cycle 1: 2017-2021 is estimated to be \$2,566,786. Eligible applicants include the Cities and County of San Joaquin. This form explains the procedures for claiming and using Non-Competitive Bicycle, Pedestrian, and Safe Routes to School funds.

II. ELIGIBLE PROJECTS AND COSTS

- Class I Bikeway (Bicycle Path or Trail) with exclusive right-of-way for bicycles and pedestrians
- Class II Bikeways (Bike Lanes) within the paved area of roadways
- Class III Bikeways (Bike Routes) established along through routes not served by Class I or II bikeways, or connecting discontinuous segments of bikeway
- Class IV Separated Bikeways (Cycle Tracks) within the paved area of roadways that provides an on-street pathway with a physical separation between bicycles and vehicle traffic
- Safe Routes to School needs assessments
- New planning, implementation studies, or educational programs.
- Auxiliary facilities including but not limited to: bicycle lockers or other storage facilities, bicycle-actuated traffic signals, traffic calming, landscaping, signage, lighting, bicycle-related roadway widening, restriping, parking removal, bridges
- Within a 2-mile radius of a school, Class I, II, III, IV, and auxiliary facilities projects that clearly support safely walking and biking to and from school
- Up to 10% of funds claimed may be used for administration and other in-house costs

III. PROGRAM REQUIREMENTS

Jurisdictions claiming funds must comply with the following:

1. A Governing Board Resolution must accompany any claim. It should authorize the contact person identified in the Assurances section to act on behalf of the project.
2. All projects (except for planning efforts) must be in a pending or adopted local or regional bicycle plan, pedestrian plan, Safe Routes to School plan, or Active Transportation plan. Projects must lie entirely within the San Joaquin County.
3. No Maintenance: Measure K BP-SRtS funds cannot be used for maintenance or rehabilitation efforts.

MEASURE K BICYCLE, PEDESTRIAN, AND SAFE ROUTES TO SCHOOL NON-COMPETITIVE PROGRAM GUIDELINES

CYCLE ONE (2017-2021)

4. Developer Funds: Measure K funds may not substitute for developer funds.
5. Transportation Development Act (TDA): Jurisdiction using TDA pedestrian/bike money for other than pedestrian/bike project **cannot** claim BP-SRtS funds. If TDA pedestrian/bike monies are spent on road and street projects in any year after funds have been claimed, the jurisdiction **cedes its next Non-Competitive Program cycle** funds for the other jurisdictions to claim.
6. Final Report: After the project is complete, the recipient will report to SJCOG the completion date and the final cost. Future allocations will be made only after reports on completed projects have been submitted.
7. Jurisdictions should attempt to leverage Measure K funds to match federal, state, and other funds as much as possible. SJCOG staff is happy to provide information on other funding opportunities. Competitive BP-SRtS funds may be used to match Non-Competitive funds and vice versa.

IV. OBLIGATION OF MEASURE K FUNDS

Funds are allocated by population with a \$5,000 minimum per jurisdiction. The total allocation for each jurisdiction for Fiscal Years 2016/17 through Fiscal Year 2020/21 are as follows:

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Lodi	62,134	9.07%	\$232,720
Manteca	67,096	9.79%	\$251,305
Ripon	14,297	2.09%	\$53,549
Stockton	291,707	42.57%	\$1,092,577
Tracy	82,922	12.10%	\$310,581
SJ County	141,995	20.72%	\$531,837
Total	685,306	100%	\$2,566,786

SJCOG staff advise that claims be submitted before a project commences to avoid questions of eligibility.

Allocation must be claimed within three years. This means a recipient has a full funding cycle plus a one-year grace period to claim the funds by June 30, 2020. Any Non-Competitive funds that are not claimed by a jurisdiction within three years are forfeited and shifted to the Competitive Program unless an extension is granted by SJCOG. Approved claims will be paid with 30 days of receipt.

MEASURE K BICYCLE, PEDESTRIAN, AND SAFE ROUTES TO SCHOOL NON-COMPETITIVE PROGRAM GUIDELINES

CLAIM FORM - CYCLE 1 (2017 –2021) Claims for this cycle must be made before June 30, 2020

1. **Project Title:** Upgrade of Uncontrolled Crosswalks at Multiple Locations, CIP 72116

2. **Applicant Agency** City of Tracy

3. **Agency Address** 333 Civic Center Plaza

4. **Project Manager** Anju Pillai **Title:** Associate Civil Engineer

Email: anju.pillai@cityoftracy.org **Phone Number:** 209-831-6455

5. Project Description. Briefly describe the project location(s), existing conditions, scope, and expected benefits. If the project is a component within a larger or multi-phase project, describe the “parent” project as well:

The proposed improvements include the installation of Post Mounted Flashing Beacons at the uncontrolled Crosswalk on 11th St at F St intersection, and the study and installation of appropriate equipment for enhancing the uncontrolled crosswalks at W Grant Line Rd at O'Hara Dr and Schulte Rd at Amaretto Drive. Presence of schools, parks and commercial properties in the vicinity, requires that these crosswalks be enhanced for safety.

6. Please attach a copy of the page from a local or regional plan that identifies this project.

7. **Non-Competitive Measure K funds claimed:** \$ 230,000

8. **Total Project Cost:** \$ 400,000

9. Schedule

	Start Date	Completion	
Environmental	<u>10/01/20</u>	<u>12/01/20</u>	*Please provide a schedule for non-infrastructure projects as needed
Design	<u>01/01/20</u>	<u>05/01/21</u>	
ROW	<u>N/A</u>	<u>N/A</u>	
Construction	<u>07/01/21</u>	<u>10/01/21</u>	

Approved:

By: _____
 Andrew T. Chesley
 Executive Director
 San Joaquin Council of Governments

Date: _____

By: _____
 Steve Dial
 Deputy Executive Director/CFO
 San Joaquin Council of Governments

Date: _____

MEASURE K BICYCLE, PEDESTRIAN, AND SAFE ROUTES TO SCHOOL NON-COMPETITIVE PROGRAM GUIDELINES

CLAIM FORM - CYCLE 1 (2017 –2021)

Infrastructure Type (only intended for Infrastructure projects)

Note: do not double-count the improvements that benefit both Bicyclists and Pedestrian (i.e. new RRFB/Signal should only show as a Pedestrian or Bicycle Improvement).

Bicycle Improvements

New Bike Lanes/Routes:	Class 1: _____ Linear Feet	Class 2: _____ Linear Feet
	Class 3: _____ Linear Feet	Class 4: _____ Linear Feet
Signalized Intersections:	New Detection/Bike Boxes: _____ Number	Timing Improvements: _____ Number
Un-Signalized Intersections:	New RRFB/Signal: _____ Number	Crossing-Surface Improvements: _____ Number
Mid-Block Crossing:	New RRFB/Signal: _____ Number	Crossing-Surface Improvements: _____ Number
Lighting:	Intersection: _____ Number	Roadway Segments: _____ Linear Feet
Bike Share Program:	New Bike Share Station: _____ Number	New Bike Share Bikes: _____ Number
Bike Racks/Lockers:	New Racks: _____ Number	New Lockers: _____ Number
Other Bicycle Improvements #1:	_____ #:	#2: _____ #:

Pedestrian Improvements

Sidewalks:	New (4' to 8' wide): _____ Linear Feet	New (Over 8' wide): _____ Linear Feet
	Widen Existing: _____ Linear Feet	Reconstruct/Enhance Existing: _____ Linear Feet
ADA Ramp Improvements:	New Ramp (none exist): _____ Number	Reconstruct Ramp to Standard: _____ Number
Signalized Intersections:	New Crosswalk: _____ Number	Enhance Existing Crosswalk: _____ Number
	Pedestrian signal heads: _____ Number	Shorten Crossing: _____ Number
	Timing Improvements: _____ Number	
Un-Signalized Intersections:	New Traffic Signal: _____ Number	New Roundabout: _____ Number
	New RRFB/Signal: 6 _____ Number	Crossing-Surface Improvements: _____ Number
	Shorten Crossing: _____ Number	
Mid-Block Crossing:	New RRFB/Signal: _____ Number	Crossing-Surface Improvements: _____ Number
Lighting:	Intersection: _____ Number	Roadway Segments: _____ Linear Feet
Pedestrian Amenities:	Benches: _____ Number	Trash Cans: _____ Number
	Shade Trees: _____ Number	Shade Tree Type: _____
Other Ped Improvements #1:	_____ #:	#2: _____ #:

Multi-use Trail Improvements

Class 1 Trails:	New (8' or less wide): _____ Linear Feet	New (Over 8' wide): _____ Linear Feet
	Widen Existing: _____ Linear Feet	
Non-Class 1 Trails:	New _____ Linear Feet	Widen Existing: _____ Linear Feet
Other Trail Improvements #1:	_____ #:	#2: _____ #:

Vehicular-Roadway Traffic-Calming Improvements

Road Diets:	Remove Travel Lane: _____ Linear Feet	Remove Right-Turn Pocket: _____ Number
Speed Feedback Signs:	Speed Feedback Signs: _____ Number	
Signalized Intersections:	Timing Improvements: _____ Number	New Roundabout: _____ Number
Un-Signalized Intersections:	New Traffic Signal: _____ Number	New Roundabout: _____ Number
Other Traffic-Calming:	#1: _____ #:	#2: _____ #:

MEASURE K BICYCLE, PEDESTRIAN, AND SAFE ROUTES TO SCHOOL NON-COMPETITIVE PROGRAM GUIDELINES

ASSURANCES

I hereby certify, and am authorized to make, the following assurances on behalf of the agency claiming Measure K Bicycle, Pedestrian, and Safe Routes to School Program (BP-SRtS) Non-Competitive funds.

This project lies entirely within San Joaquin County, and does not duplicate an existing bicycle facility and that the project is, or will be, contained in an adopted local or regional bicycle plan, pedestrian plan, Safe Routes to School plan, or Active Transportation plan.

The claim for the project has been authorized by the governing board of my agency in a resolution that includes all stipulated understandings and assurances as defined in this claim.

The project is not by nature a maintenance or rehabilitation project, and this agency certifies that it will bear responsibility for the maintenance and operation of the facility presented in the claim.

Measure K funds identified in this claim are not being used in place of developer funds.

This agency, as a condition of eligibility for BP-SRtS funds for this project and can finance, acquire, and construct it.

The agency will cause work to be commenced on the project within a reasonable time after approval of a Measure K Non-Competitive BP-SRtS Program claim form. The claim form will be used in lieu of a contract. Successful claimants will encumber allocated (claim approved) BP-SRtS funds by June 30, 2020. Extensions for unclaimed funds must be requested in writing by the end of the grace period.

The agency will comply where applicable with provisions of the California Environmental Quality Act, the American with Disabilities Act, and any other applicable federal, state and/or local laws and/or regulations.

I certify that the information contained in the BP-SRtS claim, including attachments, is accurate to the best of my knowledge that I have read and understand the information contained in the claim, and agree to the assurances on this form.

Signed _____ Date _____

Printed (Name and Title) Andrew Malik, Assistant City Manager

Agency City of Tracy

Project Title Upgrade of Uncontrolled Crosswalks at Multiple Locations, CIP 72116

RESOLUTION 2020-_____

AUTHORIZING THE ASSISTANT CITY MANAGER/DIRECTOR OF DEVELOPMENT SERVICES TO EXECUTE AND SUBMIT THE CYCLE ONE MEASURE K (F242) BICYCLE, PEDESTRIAN AND SAFE ROUTES TO SCHOOL NON-COMPETITIVE PROGRAM FUNDS CLAIM OF \$310,581, AUTHORIZING THE ASSISTANT CITY MANAGER TO EXECUTE AND SUBMIT ALL FUTURE SUCH CLAIMS, AUTHORIZING THE ESTABLISHMENT OF A CIP (73181) FOR THE INSTALLATION OF ASPHALT CONCRETE PEDESTRIAN PATH ON LAMMERS ROAD, CLAIMING AN APPORTIONMENT OF \$80,581 FOR THIS NEW CIP, AND CLAIMING THE REMAINING \$230,000 FOR THE CIP 72116

WHEREAS, San Joaquin Council of Government's (SJCOG) Measure K Non-Competitive Bicycle, Pedestrian, and Safe Routes to School Program is intended to fund bicycle, pedestrian and Safe Routes to School projects to provide matching funds for competitive grant opportunities and to fund smaller projects that may not be competitive but are still important to a community, and

WHEREAS, This is the first cycle in the 30-year Measure K Renewal Program, and

WHEREAS, The funds area allocated to the Cities and County of San Joaquin by population and the City's apportionment of these funds is \$310,581, and

WHEREAS, Staff is recommending the establishment of a new CIP (73181) for the Installation of an Asphalt Concrete Pedestrian Path on the east side of Lammers Road, between Redbridge Road and Kimball High School, to assist with the safe movement of pedestrians and bicyclists, and claim an apportionment of \$80,581 from the SJCOG's Measure K Non-Competitive Bicycle, Pedestrian, and Safe Routes to School Program for this CIP, and

WHEREAS, Staff is also recommending that the remaining apportionment of \$230,000 from the Program be claimed for the existing CIP 72116, for the installation of Post Mounted Flashing Beacons at the uncontrolled crosswalk on 11th Street at F Street intersection, and the study and installation of appropriate equipment for enhancing the uncontrolled crosswalks at W Grant Line Road at O'Hara Drive and Schulte Road at Amaretto Drive to improve the pedestrian safety, and

WHEREAS, SJCOG requires the claim documents to include a Council resolution authorizing a specific staff member to submit the claim for reimbursement;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby authorizes the Assistant City Manager/Director of Development Services to execute and submit the Cycle One Measure K (F242) Bicycle, Pedestrian and Safe Routes to school Non-Competitive Program Funds claim of \$310,581, authorizes the Assistant City Manager to execute and submit all future such claims, authorizes the establishment of a CIP (73181) for the Installation of Asphalt Concrete Pedestrian Path on Lammers Road, claims an apportionment of \$80,581 for this new CIP, and claims the remaining \$230,000 for the CIP 72116.

The foregoing Resolution 2020-_____ was passed and adopted by the Tracy City Council on the 18st day of August, 2020, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.M

REQUEST

AWARD A CONSTRUCTION CONTRACT TO SWIERSTOK ENTERPRISE, INC., OF ORANGEVALE, CALIFORNIA, DOING BUSINESS AS PRO BUILDERS, OF ORANGEVALE, CALIFORNIA, IN THE AMOUNT OF \$739,090 FOR THE TRACY MUNICIPAL AIRPORT RDA IMPROVEMENT PROJECT, CIP 77582, WITH A NOT-TO-EXCEED BUDGET OF \$960,820, AUTHORIZE AN APPROPRIATION OF \$511,717 FROM FUND 317, AND AUTHORIZE THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF \$73,930, IF NEEDED

EXECUTIVE SUMMARY

The Tracy Municipal Airport has historically had no permanent restroom facilities for the public at American Legion Park or for staff and visitors to the airport. The Municipal Airport RDA Improvement Project (Project) will allow the Tracy Municipal Airport to install four ADA compliant restrooms serving the general public, the operations staff of the Airport, the Skyview Aviation Flight School, hanger tenants, and the Fuel Based Operations buildings and allow the City of Tracy to repurpose the existing restroom trailer facilities utilized at the Airport to be dispatched to other locations. Additionally, the Project will provide a new seating area with metal shade structure, additional site furnishings and Tracy's first California Native Garden in American Legion Park.

City staff requests that City Council award a construction contract for the Tracy Municipal Airport RDA Improvements to Swierstok Enterprises, Inc., of Orangevale, California, doing business as Pro Builders of Orangevale, California, and authorize an appropriation of \$511,717 from the \$1,000,000 previously committed to the construction of water and wastewater lines to CIP 77582.

DISCUSSION

The Tracy Municipal Airport is nearly 100 years old and has some operational facilities that date back to prior to WWII. Advances in various building codes have left the existing facilities non-compliant to spacing and capacity requirements for restroom accommodations. The existing facilities are also centralized to the Fuel Based Operations Building (FBO) next to American Legion Park. Access to these restrooms is limited to all individuals not in the FBO and a series of portable restrooms have been distributed throughout the Airport campus to serve the General Public, students of the Skyview Aviation Flight School, existing staff of the Operations building, and all tenants leasing facilities at the Airport, including the west hangers on the opposite side of the runways. These temporary facilities include portable restrooms and a three unit restroom trailer which have been used for several years to provide interim facilities for the Airport Campus, however the need for permanent compliant facilities remains.

On June 20, 2017, City Council adopted a joint resolution approving an agreement between the City and Successor Agency to the Community Development Agency (CDA). The agreement assigned the City the responsibility of retaining, administrating, programming, disbursing and use of the unspent CDA bond proceeds for uses

consistent with the applicable bond covenants. Using the appropriated CDA funds, this Project provides four new pre-fabricated restroom structures to be located within plumbing code compliant distances to existing structures. The largest structure shall be located in American Legion Park where existing park facilities will be demolished to provide a three unit unisex ADA compliant structure. Landscape, including new benches, a shade structure, and walkways to access the restroom will be included in the park. The three remaining single unit ADA compliant restrooms were purchased via Council approval on March 25, 2019. These units have been constructed and shall be delivered and located at sites across the Airport campus to provide acceptable distance between structures and ADA compliant restroom facilities.

The Project Plans and Specifications were prepared in-house.

This Project was advertised for competitive bids on June 12, 2020 and June 19, 2020.

The following bids were received and publicly opened on Thursday, July 9, 2020, with the following results:

Contractor	Base Bid
Swierstok, Inc., DBA Pro Builders, Orangevale, CA	\$739,090
Integra Construction Services, Pleasanton, CA	\$750,000
Cazadoro Construction, San Francisco, CA	\$758,929
Diede Construction, Woodbridge, CA	\$857,896
GEMS Environmental Management Services, Concord, CA	\$996,547
Saboo, Inc., Brentwood, CA	\$1,143,354

The bids from Saboo, Inc. and from Integra Construction Services were found to be in error and had to be rejected.

Of the remaining bids, Swierstok, Inc., of Orangevale, California, doing business as Pro Builders, of Orangevale California, is the lowest monetary responsible bidder. Bid analysis indicate that the bid is responsive.

The anticipated cost of this Project if awarded to Swierstok, Inc., of Orangevale, California, doing business as Pro Builders, of Orangevale California, is estimated as follows:

Contractor Bid for Construction	\$739,090
Design Support during Construction	\$73,900
Inspection & Construction Management	\$73,900
Contingency	\$73,930
Total Project Cost:	\$960,820

Tracy Municipal Code Section 2.20.090(b) authorizes the City Manager to approve change orders up to the contingency amount approved by Council.

STRATEGIC PLAN

This agenda item supports the City’s Strategic Priority of enhancing the quality of life for its citizens. This Project will “address City amenities and facility usage with an emphasis on accessibility, streamlined services and cost recovery.”

FISCAL IMPACT

On April 3, 2018, the City Council approved Resolution No. 2018-072, which appropriated \$1,991,000 to two capital projects. The Engineering Department is recommending unfunding the Mount Diablo Avenue water and wastewater lines as the project is more than five years out and needs substantial funding to complete. The Airport improvements have been selected in favor for the Redevelopment funds as it is shovel ready.

The estimated Project cost is at \$960,820 and the current available budget is \$449,103. An additional appropriation of \$511,717 from the previously committed \$1,000,000 RDA Funds (F317), towards the construction of water and wastewater lines on Mount Diablo Avenue.

Charges YTD	\$	541,897
Construction Cost	\$	960,820
Total	\$	1,502,717
Budget	\$	991,000
Underfunded Amount	\$	511,717

RECOMMENDATION

Staff recommends that City Council, by resolution, award a construction contract to Swierstok, Inc., of Orangevale, California, doing business as Pro Builders, of Orangevale California in the amount of \$739,090 for the Tracy Municipal Airport RDA Improvements, CIP 77582, with a not-to-exceed budget of \$960,820, authorize an appropriation of \$511,717 from RDA Fund (F317), and authorize the City Manager to approve change orders up to specified project contingency amount of \$73,930, if needed.

Prepared by: Matt Brown, PE, Associate Civil Engineer

Reviewed by: Robert Armijo, PE, City Engineer / Assistant Development Services Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

RESOLUTION 2020-_____

AWARDING A CONSTRUCTION CONTRACT TO SWIERSTOK ENTERPRISE, INC., OF ORANGEVALE, CALIFORNIA, DOING BUSINESS AS PRO BUILDERS, OF ORANGEVALE CALIFORNIA, IN THE AMOUNT OF \$739,090 FOR THE TRACY MUNICIPAL AIRPORT RDA IMPROVEMENT PROJECT, CIP 77582, WITH A NOT-TO-EXCEED BUDGET OF \$960,820, AUTHORIZING AN APPROPRIATION OF \$511,717 FROM FUND 317, AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO THE CONTINGENCY AMOUNT OF \$73,930, IF NEEDED

WHEREAS, The Project provides ADA compliant restrooms to City Facilities, and

WHEREAS, The Project is required to address non-compliant facilities, and

WHEREAS, The Project includes new concrete flatwork, metal shade structure with seating, additional site furnishings, and new landscaping, and

WHEREAS, The Project has fulfilled funding requirements and funds have been allocated by Redevelopment, and

WHEREAS, The Project was advertised on June 12, 2020 and electronically on June 19, 2020, and bids were opened via online WebEx meeting on July 9, 2020, and

WHEREAS, The lowest monetary bid is from Swierstok, Inc., of Orangevale, California, doing business as Pro Builders, of Orangevale California, in the amount of \$739,090, and

WHEREAS, The anticipated cost to complete the Project if awarded to the lowest bidder is as follows:

Contractor Bid For Construction	\$739,090
Design Support during Construction	\$73,900
Inspection & Construction Management	\$73,900
Contingency	\$73,930

Total Project Cost: \$ 960,820

WHEREAS, Tracy Municipal Code 2.20.090(b) authorizes the City Manager to approve change orders up to the amount approved by City Council, and

WHEREAS, The estimated Project cost is at \$960,820 and the current available budget is \$449,103. An additional appropriation of \$511,717 from the previously committed \$1,000,000 RDA Funds (F317), towards the construction of water and wastewater lines on Mount Diablo Avenue:

Charges YTD	\$	541,897
Construction Cost	\$	960,820
Total	\$	1,502,717
Budget	\$	991,000
Underfunded Amount	\$	511,717

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby awards a construction contract to Swierstok, Inc., of Orangevale, California, doing business as Pro Builders, of Orangevale California, in the amount of \$739,090 for the Tracy Municipal Airport RDA Improvements, CIP 77582, with a not-to-exceed budget of \$960,820, authorizes an appropriation of \$511,717 from RDA Fund (F317), and authorizes the City Manager to approve change orders up to the contingency amount of \$73,930, if needed.

* * * * *

The foregoing Resolution 2020-_____ was adopted by the Tracy City Council on the 18th day of August, 2020 by the following vote:

AYES: COUNCIL MEMBERS:
 NOES: COUNCIL MEMBERS:
 ABSENT: COUNCIL MEMBERS:
 ABSTAIN: COUNCIL MEMBERS:

 MAYOR

ATTEST:

 CITY CLERK

AGENDA ITEM 1.N

REQUEST

APPROVE PROPOSALS AND RATES FROM MULTIPLE VENDORS FOR THE SUPPLY OF VARIOUS CHEMICALS FOR THE TREATMENT OF WATER AND WASTEWATER FOR FISCAL YEAR 2020-2021

EXECUTIVE SUMMARY

The City of Tracy requires various chemicals for the treatment of water and wastewater at the two treatment plants, water production wells, and water reservoirs. These chemicals are an integral part of the operation of the plants, wells, and storage reservoirs to ensure disinfection and treatment of water and wastewater in compliance with state and federal standards. In this item, staff seeks Council's approval of proposals received from various vendors to supply chemicals for Fiscal Year 2020-21.

DISCUSSION

The City uses various chemicals for the disinfection and treatment of water and wastewater at its water and wastewater treatment plants, water production wells, and water reservoirs. Most of the chemical supply firms are specialized and deliver only certain types of chemicals. As a result, the City buys these chemicals from multiple vendors. Due to the type of chemicals and their properties, special care is needed to handle the supply and delivery of such chemicals. As a result, standard operating procedures are followed for highly sensitive chemicals to ensure safety and to ensure continued compliance with the state and federal regulations.

In June of this year, a request for proposals to supply chemicals was posted on the City's website and notices were sent to chemical vendors who have supplied chemicals to the City in the past. The City received 14 responses.

Based on the responses and the expertise of the respondents, the following seven vendors and corresponding rates are recommended for approval based on cost, response time, specialty and past performance with the City or other agencies.

CHEMICAL	COMPANY	BID PRICE
Liquid Cationic Polymer	SNF Polydyne	\$.64/lb
Non-Ionic Liquid Poly-Acrylamide	SNF Polydyne	\$1.24/lb
Clarifloc WE-114/WE-907	SNF Polydyne	\$.1.30/lb
Liquid Alum	Thatcher Co. of California	\$280.5/ton
Bulk Hypochlorite	Olin Chlor Alkali	\$.807/gal
Blended Liquefied Phosphate	Carus Chemical Company	\$.410/lb
Aqua Ammonia	Hill Brothers Chemical Co.	\$.92/lb
Sodium Hypochlorite (Mini Bulk)	Hasa	\$1.35/gal
Sodium Permanganate	Water Solutions	\$.71/lb

Staff is recommending Council approve using the services of these vendors to furnish the listed chemicals for the treatment of water and wastewater at the rates listed in the table above. Even though City uses all of the above chemicals in the treatment processes at both Water and Wastewater Treatment Plants, more extensively used chemicals are Liquid Alum, Polymers and Sodium Hypochlorite. The exact quantities of these chemicals needed varies depending upon the strength of wastewater and quality of raw water along with efficiency of treatment processes. Annual cost of purchase of chemicals for both Water and Wastewater Treatment Plants is approximately \$400,000.

STRATEGIC PLAN

This agenda item is a routine operational item and does not relate to the Council's Strategic Plans.

FISCAL IMPACT

Funding for supply of chemicals is appropriated for these costs and will be absorbed within the FY 2020–21 operating budgets using both Water and Wastewater funds for an approximate annual cost of \$400,000.

RECOMMENDATION

That City Council, by resolution, approve proposals for the supply of specific chemicals for the treatment of water and wastewater for Fiscal Year 2020–2021 to seven vendors from the provider list included above and the rates listed therein.

Prepared by: Lea Emmons, Water Operations Superintendent
Tim Dorstad, Interim Wastewater Operations Superintendent

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

Approved by: Jenny Haruyama, City Manager

RESOLUTION 2020-_____

APPROVING PROPOSALS AND RATES FROM MULTIPLE VENDORS FOR THE SUPPLY OF VARIOUS CHEMICALS FOR THE TREATMENT OF WATER AND WASTEWATER FOR FISCAL YEAR 2020-2021

WHEREAS, The City of Tracy requires various chemicals for the treatment of water and wastewater at the Treatment Plants, and the Water Productions Wells and Water Reservoirs, and

WHEREAS, These chemicals are an integral part of the operation of the plants, wells, and storage reservoirs to ensure disinfection and treatment of water and wastewater in compliance with state and federal standards, and

WHEREAS, In June of this year, a request for proposals to supply chemicals was posted on the website and notices were sent to chemical vendors who have supplied chemicals to the City in the past, and

WHEREAS, Based on the responses and the expertise of the respondents, the following seven vendors are recommended for approval based on cost, response time, specialty and past performance with the City or other agencies, and

CHEMICAL	COMPANY	BID PRICE
Liquid Cationic Polymer	SNF Polydyne	\$.64/lb
Non-Ionic Liquid Poly-Acrylamide	SNF Polydyne	\$1.24/lb
Clarifloc WE-114/WE-907	SNF Polydyne	\$.1.30/lb
Liquid Alum	Thatcher Co. of California	\$280.5/ton
Bulk Hypochlorite	Olin Chlor Alkali	\$.807/gal
Blended Liquefied Phosphate	Carus Chemical Company	\$.410/lb
Aqua Ammonia	Hill Brothers Chemical Co.	\$.92/lb
Sodium Hypochlorite (Mini Bulk)	Hasa	\$1.35/gal
Sodium Permanganate	Water Solutions	\$.71/lb

WHEREAS, Funding for supply of chemicals is appropriated for these costs and will be absorbed within the FY 2020–21 operating budgets using both Water and Wastewater funds for an approximate annual cost of \$400,000;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves proposals and rates from multiple vendors for the supply of specific chemicals for the treatment of water and wastewater for fiscal year 2020-2021, from the provider list included above, including rates.

The foregoing Resolution 2020- _____ was adopted by Tracy City Council on the 18th day of August, 2020, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.O

REQUEST

APPROVE MASTER PROFESSIONAL SERVICES AGREEMENTS WITH RJR ENGINEERING & CONSULTING, INC., WEST YOST & ASSOCIATES, AND WOOD RODGERS, INC., TO PROVIDE STORM DRAINAGE ENGINEERING SERVICES FOR LAND DEVELOPMENT PROJECTS, AND AUTHORIZE THE DEVELOPMENT SERVICES DIRECTOR TO EXECUTE NOTICES TO PROCEED TO THE AGREEMENTS, FOR A NOT-TO-EXCEED AMOUNT OF \$200,000 FOR EACH CONSULTANT PER YEAR

EXECUTIVE SUMMARY

This agenda item, with City Council approval, would approve Master Professional Services Agreements (MPSAs) with RJR Engineering & Consulting, Inc., West Yost & Associates, and Wood Rodgers, Inc. to retain each consultant for storm drainage engineering services for a not-to-exceed amount of \$200,000 for each consultant per calendar year.

DISCUSSION

The Development Services Department staff is working with various developers on a large number of entitlement applications, most of which include the need for engineering analyses and other engineering assistance. Some examples include on-going development in the Cordes Ranch Specific Plan (aka International Park of Commerce), Northeast Industrial, I-205 Corridor, Tracy Hills, Ellis, Avenues, Tracy Villages, minor subdivisions, and various other development projects. Some proposed projects require storm drainage review.

On March 19, 2020, the City issued a Request for Proposals (RFP) for Storm Drainage Engineering Services for Land Development Projects. On April 21, 2020, RJR Engineering & Consulting Inc, West Yost & Associates, and Wood Rodgers, Inc. and five other firms submitted their proposal for this Project to the City. From this RFP, three "on-call" consultants were selected to deliver storm drainage engineering services to the City. After negotiations between the City and the consultants, the parties reached an agreement for the performance of services and said services are in accordance with the terms set forth in the MPSA, with an annual not-to-exceed amount of \$200,000 per consultant.

City staff seeks the services of these consultants to assist staff in the review of developers' development projects in terms of storm drainage. Lastly, the terms of the MPSAs are set to expire on June 30, 2023, with an optional one-year extension by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement.

STRATEGIC PLAN

This agenda item supports the City of Tracy's Governance Strategic Priority, which is to provide an outstanding quality of life by enhancing the City's fiscal stability, retain and attract new talent, improve the use of technology, and enhance transparency for the betterment of the Tracy community.

FISCAL IMPACT

The cost of the work performed by consultants will be captured through developer contributions. The developer contributions include Cost Recovery Agreements, plan-check fees, and/or other fees per the City's Master Fee Schedule. It should be noted that Cost Recovery Agreements cover the costs of staff time and consultant work related to each project.

RECOMMENDATION

Staff recommends that the City Council approve, by resolution, Master Professional Services Agreements with RJR Engineering & Consulting, Inc., West Yost & Associates, and Wood Rodgers, Inc. for storm drainage engineering services for land development projects, and authorize the Development Services Director to execute notices to proceed related to the Agreements, for a not-to-exceed amount of \$200,000 for each consultant per calendar year.

Prepared by: Al Gali, Associate Civil Engineer

Reviewed by: Robert Armijo, PE, City Engineer / Assistant Development Services Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Master Professional Services Agreement with RJR Engineering & Consulting, Inc.

Attachment B – Master Professional Services Agreement with West Yost & Associates

Attachment C – Master Professional Services Agreement with Wood Rodgers, Inc.

**CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
RJR ENGINEERING & CONSULTING, INC. FOR STORM DRAINAGE ENGINEERING SERVICES
FOR LAND DEVELOPMENT PROJECTS**

This Master Professional Services Agreement (**Agreement**) is entered into between the City of Tracy, a municipal corporation (**City**), and **RJR Engineering & Consulting, Inc.** a California corporation (**Consultant**). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A.** City desires to retain Consultant to storm drainage engineering services for land development projects; and
- B.** On March 19, 2020, the City issued a Request for Proposals (RFP) for the Storm Drainage Engineering Services for Land Development Projects (**Project**). On April 21, 2020, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.
- C.** After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D.** This Agreement is being executed pursuant to Resolution No. ____ approved by Tracy City Council on _____, 2020.

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's Development Services Director. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Robert W. Anderson, P.E., J.D. 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 July 1, 2020 and end on June 30, 2023, unless terminated in accordance with Section 6.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," attached 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 \$200,000 per calendar year. Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. Effective January 1, 2022, Consultant's billing rates under this Agreement may be annually increased in January of each year by the lesser of 3% or the annual increase in the Cost of Living Index – All Items, for the Sacramento Metropolitan Region. 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:
Development Services Department
Attn: City Engineer
333 Civic Center Plaza
Tracy, CA 95337

To Consultant:
RJR Engineering & Consulting, Inc.
Attn: Robert W. Anderson, P.E.
2340 Palma Drive Suite 200
Ventura CA 93003

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

2

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.

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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.

2

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]

2

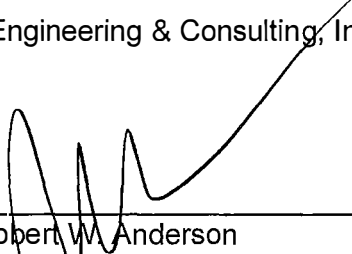
The Parties agree to the full performance of the terms set forth here.

City of Tracy

Consultant

RJR Engineering & Consulting, Inc.

By: Robert Rickman
Title: Mayor
Date: _____



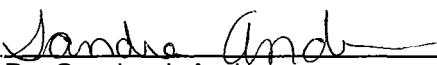
By: Robert W. Anderson
Title: Chief Executive Office
Date: July 2, 2020

Attest:

Federal Employer Tax ID No. **81-4595924**

Adrienne Richardson, City Clerk

Approved as to form:



By: Sandra J. Anderson
Title: Chief Financial Officer
Date: July 2, 2020

Leticia M. Ramirez, City Attorney

Exhibits:

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

2

**EXHIBIT A
SCOPE OF SERVICES**

**MASTER PROFESSIONAL SERVICES AGREEMENT WITH
RJR ENGINEERING & CONSULTING, INC. FOR STORM DRAINAGE ENGINEERING
SERVICES FOR LAND DEVELOPMENT PROJECTS**

Consultant shall provide Professional Services for the following:

- 1 Conduct/perform storm drainage studies, in connection with private land development projects within CITY limits and its sphere of influence, of site-specific drainage plans. Conducted/performed storm drainage studies shall include review of the various proposed on-site and off-site storm water drainage plans, low impact development and hydro-modification plans. The Consultant may be tasked to perform the following professional services, among others:
 - a. Conduct/perform storm water drainage hydrologic studies and hydraulic calculations. The studies shall conform with the Citywide Storm Drainage Master Plan, any edition, its Updates, associated Specific Plan, if any, and City of Tracy Design Standards.
- 2 Peer-review storm drainage studies including review for technical accuracy of data and analyses methods and proposed mitigations provided by private land development projects against the items cited below. The Consultant may be tasked to perform the following professional services, among others:
 - b. Review hydrologic studies/reports submitted by developer to confirm technical accuracy and conformance with the Citywide Storm Drainage Master Plan, any edition, its Updates, associated Specific Plan, if any.
 - c. Review storm water drainage hydraulic calculations submitted by developer for technical accuracy and conformance with City of Tracy Design Standards.
 - d. Review project for conformance with the Manual for Stormwater Quality Control Standards for New Development and Redevelopment and verifying compliance with post-construction stormwater quality standards.
- 3 In both conducted/performed and peer-reviewed studies, Consultant shall identify potential trigger points requiring construction of off-site Storm Drainage Masterplan ("Program") capital improvements within the drainage basin and determine project's fair share of such capital improvements.
- 4 To properly document the findings of the Project's storm water drainage infrastructure system analysis, the Consultant will deliver a Technical Memorandum to the CITY summarizing the project, the methodology, document any recommended system modifications, identify potential impacts on drainage infrastructure, and recommend mitigations of those impacts.

**EXHIBIT A
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
RJR ENGINEERING & CONSULTING, INC. FOR STORM DRAINAGE ENGINEERING
SERVICES FOR LAND DEVELOPMENT PROJECTS**

- 5 Consultant may have to attend meetings, Public Hearings, Planning Commission, and/or City Council meetings.
- 6 Plan-check developer's improvement plans to confirm compliance with the storm drain study and required mitigations. Review project plans and specifications for technical accuracy and conformance with the City of Tracy Design Standards, Standard Plans, and Standard Specifications.
- 7 If requested, Consultant may be requested to inspect during construction and after construction.
- 8 Other tasks as assigned.

Deadlines:

Responses to Request for Quotes with delivery schedule: seven (7) calendar days

Submittal of Deliverables: By the delivery date on the Consultant provided delivery schedule. If needed, Consultant will be given a seven (7) calendar day grace period.

Staff Members:

Robert W. Anderson, P.E., J.D.

Richard Hajas

Tony Aguilar

Steve Anderson



EXHIBIT B

FEE SCHEDULE

MASTER PROFESSIONAL SERVICES AGREEMENT WITH RJR ENGINEERING & CONSULTING INC.,
FOR STORM DRAINAGE ENGINEERING SERVICES FOR LAND DEVELOPMENT PROJECTS

All on-call public works and engineering services will be based on the following Fee Schedule:

Principal Engineer	:	\$ 185.00/hour
Project Manager / Project Professional:		\$ 150.00/hour
Staff Professional/Plan Check:		\$ 125.00/hour
Public Works/Field Observations & Testing:		\$ 100.00/hour
Technician (Cad/GIS/Lab, etc.):		\$ 90.00/hour

These fees will be maintained for a period of two-years.



**CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
WEST YOST & ASSOCIATES, INC. FOR STORM DRAINAGE ENGINEERING SERVICES FOR
LAND DEVELOPMENT PROJECTS**

This Master 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 Consultant to storm drainage engineering services for land development projects; and
- B.** On March 19, 2020, the City issued a Request for Proposals (RFP) for the Storm Drainage Engineering Services for Land Development Projects (**Project**). On April 21, 2020, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.
- C.** After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D.** This Agreement is being executed pursuant to Resolution No. ____ approved by Tracy City Council on _____, 2020.

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's Development Services Director. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Elizabeth T. Drayer, P.E. 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 July 1, 2020 and end on June 30, 2023, unless terminated in accordance with Section 6.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit “B,” attached 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 \$200,000 per calendar year. Consultant’s billing rates shall cover all costs and expenses for Consultant’s performance of this Agreement. Effective January 1, 2021, Consultant’s billing rates under this Agreement may be annually increased in January of each year by the lesser of 3% or the annual increase in the Cost of Living Index – All Items, for the Sacramento Metropolitan Region. 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.

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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.

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To City:
Development Services Department
Attn: City Engineer
333 Civic Center Plaza
Tracy, CA 95337

To Consultant:
West Yost & Associates
Attn: Elizabeth T. Drayer, P.E.
2020 Research 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.

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.

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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.).

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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: Robert Rickman
Title: Mayor
Date: _____

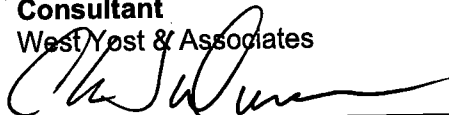
Attest:

Adrienne Richardson, City Clerk

Approved as to form:

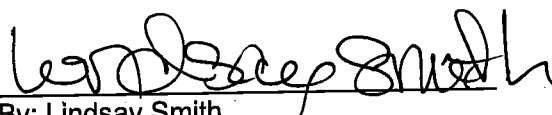
Leticia M. Ramirez, City Attorney

Consultant
West Yost & Associates



By: Charles T. Duncan
Title: Chief Executive
Date: 7.02.2020

Federal Employer Tax ID No. 68-0370826



By: Lindsay Smith
Title: ~~CEO~~ Treasurer
Date: 7/2/20

Exhibits:

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

**EXHIBIT A
SCOPE OF SERVICES**

**MASTER PROFESSIONAL SERVICES AGREEMENT WITH
WEST YOST & ASSOCIATES, INC. FOR STORM DRAINAGE ENGINEERING SERVICES
FOR LAND DEVELOPMENT PROJECTS**

Consultant shall provide Professional Services for the following:

- 1 Conduct/perform storm drainage studies, in connection with private land development projects within CITY limits and its sphere of influence, of site-specific drainage plans. Conducted/performed storm drainage studies shall include review of the various proposed on-site and off-site storm water drainage plans, low impact development and hydro-modification plans. The Consultant may be tasked to perform the following professional services, among others:
 - a. Conduct/perform storm water drainage hydrologic studies and hydraulic calculations. The studies shall conform with the Citywide Storm Drainage Master Plan, any edition, its Updates, associated Specific Plan, if any, and City of Tracy Design Standards.
- 2 Peer-review storm drainage studies including review for technical accuracy of data and analyses methods and proposed mitigations provided by private land development projects against the items cited below. The Consultant may be tasked to perform the following professional services, among others:
 - b. Review hydrologic studies/reports submitted by developer to confirm technical accuracy and conformance with the Citywide Storm Drainage Master Plan, any edition, its Updates, associated Specific Plan, if any.
 - c. Review storm water drainage hydraulic calculations submitted by developer for technical accuracy and conformance with City of Tracy Design Standards.
 - d. Review project for conformance with the Manual for Stormwater Quality Control Standards for New Development and Redevelopment and verifying compliance with post-construction stormwater quality standards.
- 3 In both conducted/performed and peer-reviewed studies, Consultant shall identify potential trigger points requiring construction of off-site Storm Drainage Masterplan ("Program") capital improvements within the drainage basin and determine project's fair share of such capital improvements.
- 4 To properly document the findings of the Project's storm water drainage infrastructure system analysis, the Consultant will deliver a Technical Memorandum to the CITY summarizing the project, the methodology, document any recommended system modifications, identify potential impacts on drainage infrastructure, and recommend mitigations of those impacts.

EXHIBIT A
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
WEST YOST & ASSOCIATES, INC. FOR STORM DRAINAGE ENGINEERING SERVICES
FOR LAND DEVELOPMENT PROJECTS

- 5 Consultant may have to attend meetings, Public Hearings, Planning Commission, and/or City Council meetings.
- 6 Plan-check developer's improvement plans to confirm compliance with the storm drain study and required mitigations. Review project plans and specifications for technical accuracy and conformance with the City of Tracy Design Standards, Standard Plans, and Standard Specifications.
- 7 If requested, Consultant may be requested to inspect during construction and after construction.
- 8 Other tasks as assigned.

Deadlines:

Responses to Request for Quotes with delivery schedule: seven (7) calendar days
Submittal of Deliverables: By the delivery date on the Consultant provided delivery schedule. If needed, Consultant will be given a seven (7) calendar day grace period.

Staff Members:

Elizabeth Drayer, P.E.
Doug Moore, P.E.
Brian Keating, P.E., C.F.M.
Melissa Duffy, P.E.
Ryan Dunne, P.E.
Michele Miller, P.E., Q.S.P.
Whitney Jones, E.I.T.



Exhibit B - 2020 Billing Rate Schedule

(Effective January 1, 2020 through December 31, 2020) *

POSITIONS	LABOR CHARGES (DOLLARS PER HR)
ENGINEERING	
Principal/Vice President	\$298
Engineering/Scientist/Geologist Manager I/II	\$288 / \$295
Principal Engineer/Scientist/Geologist I / II	\$257 / \$272
Senior Engineer/Scientist/Geologist I/II	\$230 / \$241
Associate Engineer/Scientist/Geologist I / II	\$198 / \$212
Engineer/Scientist/Geologist I/II	\$160 / \$185
Engineering Aide	\$92
Administrative I/II/III/IV	\$81 / \$102 / \$123 / \$135
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I/II	\$291 / \$294
Principal Tech Specialist I / II	\$268 / \$279
Senior Tech Specialist I/II	\$245 / \$236
Senior GIS Analyst	\$224
GIS Analyst	\$211
Technical Specialist I / II / III / IV	\$156 / \$178 / \$200 / \$223
Cross Connection Specialist I/II/III/IV	\$117 / \$127 / \$143 / \$159
CAD Manager	\$178
CAD Designer I/II	\$133 / \$135
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$289
Construction Manager I/II/III/IV	\$174 / \$186 / \$193 / \$251
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$152 / \$169 / \$188 / \$196
Apprentice Inspector	\$138
CM Administrative I / II	\$74 / \$99
Field Services	\$196

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate and Travel will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions 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.

* This schedule is updated annually



Exhibit – B 2020 Billing Rate Schedule (continued)

(Effective January 1, 2020 through December 31, 2020) *

Equipment Charges

EQUIPMENT	BILLING RATES
Gas Detector	\$80/day
Hydrant Pressure Gauge	\$10/day
Hydrant Pressure Recorder, Standard	\$40/day
Hydrant Pressure Recorder, Impulse (Transient)	\$55/day
Trimble GPS – Geo 7x	\$220/day
Vehicle	\$10/hour
Water Flow Probe Meter	\$20/day
Water Quality Multimeter	\$185/day
Well Sounder	\$30/day

* This schedule is updated annually

**CITY OF TRACY
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
WOOD RODGERS, INC. FOR STORM DRAINAGE ENGINEERING SERVICES FOR LAND
DEVELOPMENT PROJECTS**

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

Recitals

A. City desires to retain Consultant to storm drainage engineering services for land development projects; and

B. On March 19, 2020, the City issued a Request for Proposals (RFP) for the Storm Drainage Engineering Services for Land Development Projects (**Project**). On April 21, 2020, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.

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

D. This Agreement is being executed pursuant to Resolution No. ____ approved by Tracy City Council on _____, 2020.

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's Development Services Director. The services shall be performed by, or under the direct supervision of, Consultant's Authorized Representative: Jonathan Kors, P.E. 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 July 1, 2020 and end on June 30, 2023, unless terminated in accordance with Section 6.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit “B,” attached 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 \$200,000 per calendar year. Consultant’s billing rates shall cover all costs and expenses for Consultant’s performance of this Agreement. Effective January 1, 2021, Consultant’s billing rates under this Agreement may be annually increased in January of each year by the lesser of 3% or the annual increase in the Cost of Living Index – All Items, for the Sacramento Metropolitan Region. 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:
Development Services Department
Attn: City Engineer
333 Civic Center Plaza
Tracy, CA 95337

To Consultant:
Wood Rodgers, Inc.
Attn: Jonathan Kors, P.E.
3301 C Street, Bldg. 100-B
Sacramento CA 95816

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: Robert Rickman
Title: Mayor
Date: _____

Attest:


Adrienne Richardson, City Clerk

Approved as to form:

Leticia M. Ramirez, City Attorney


Consultant

Wood Rodgers, Inc.



By: Mark Rodgers
Title: Chief Executive
Date: 7/13/2020

Federal Employer Tax ID No. 91-1762478



By: Mark Rayback
Title: Secretary
Date: 7/13/2020

Exhibits:

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

**EXHIBIT A
SCOPE OF SERVICES**

**MASTER PROFESSIONAL SERVICES AGREEMENT WITH
WOOD RODGERS, INC. FOR STORM DRAINAGE ENGINEERING SERVICES FOR LAND
DEVELOPMENT PROJECTS**

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 - b. Review hydrologic studies/reports submitted by developer to confirm technical accuracy and conformance with the Citywide Storm Drainage Master Plan, any edition, its Updates, associated Specific Plan, if any.
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- 5 Consultant may have to attend meetings, Public Hearings, Planning

EXHIBIT A
MASTER PROFESSIONAL SERVICES AGREEMENT WITH
WOOD RODGERS, INC. FOR STORM DRAINAGE ENGINEERING SERVICES FOR LAND
DEVELOPMENT PROJECTS

Commission, and/or City Council meetings.

- 6 Plan-check developer's improvement plans to confirm compliance with the storm drain study and required mitigations. Review project plans and specifications for technical accuracy and conformance with the City of Tracy Design Standards, Standard Plans, and Standard Specifications.
- 7 If requested, Consultant may be requested to inspect during construction and after construction.
- 8 Other tasks as assigned.

Deadlines:

Responses to Request for Quotes with delivery schedule: seven (7) calendar days

Submittal of Deliverables: By the delivery date on the Consultant provided delivery schedule. If needed, Consultant will be given a seven (7) calendar day grace period.

Staff Members:

Jonathan Kors, P.E.

Harvey Oslick, P.E., C.F.M.

Michael Nowlan, P.E., C.F.M.

David Mueller, P.E.

Wayne Li, Ph.D., P.E.

Carlos Contreras, P.E.

Chuck Hilliard, P.E.

Evan Eyster, P.E.

Eddie Gosse, P.E.

Mitch Berggren, E.I.T.

John Carey

Monica Cedeno

EXHIBIT "B"

MASTER PROFESSIONAL SERVICES AGREEMENT WITH WOOD RODGERS, INC., FOR STORM DRAINAGE
ENGINEERING SERVICES FOR LAND
DEVELOPMENT PROJECTS



SACRAMENTO FEE SCHEDULE
Effective January 1, 2020

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$250
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$220
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$205
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$195
Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$185
Engineer/Geologist/Surveyor/Planner/GIS/LA* III	\$175
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$165
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$150
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$115
CAD Technician III	\$150
CAD Technician II	\$130
CAD Technician I	\$115
Project Coordinator	\$130
Administrative Assistant	\$95
1 Person Survey Crew	\$210
2 Person Survey Crew	\$305
3 Person Survey Crew	\$390
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 57.5 cents per mile.

Fee Schedule subject to change January 1, 2021.

RESOLUTION 2020-_____

APPROVING MASTER PROFESSIONAL SERVICES AGREEMENTS WITH RJR ENGINEERING & CONSULTING, INC., WEST YOST & ASSOCIATES, AND WOOD RODGERS, INC. TO PROVIDE STORM DRAINAGE ENGINEERING SERVICES FOR LAND DEVELOPMENT PROJECTS, AND AUTHORIZING THE DEVELOPMENT SERVICES DIRECTOR TO EXECUTE NOTICES TO PROCEED RELATED TO THE AGREEMENTS, FOR A NOT-TO-EXCEED AMOUNT OF \$200,000 FOR EACH CONSULTANT PER YEAR

WHEREAS, A number of the City's Land Development Projects require storm drainage review, and

WHEREAS, The City of Tracy requires the support of a Professional Engineer to perform these tasks to support City Staff and is recommending that we contract out these services, and

WHEREAS, In accordance with Tracy Municipal Code, Section 2.20 a Request For Proposals for storm drainage was posted on the City's website, and

WHEREAS, The City received eight proposals from known firms to provide required services, and after extensive review staff selected three firms to enter into agreements to provide required services, and

WHEREAS, The terms for these agreements will expire on June 30, 2023, and can be extended for an additional year by the City Manager following a written determination that Consultant has satisfactorily met all the requirements of this Agreement, and

WHEREAS, RJR Engineering & Consulting, Inc., West Yost & Associates, and Wood Rodgers, Inc. were found to be the most qualified consultants, and

WHEREAS, Cost of required services will be paid from Land Development Projects;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy, hereby approves the Master Professional Services Agreements with RJR Engineering & Consulting, Inc., West Yost & Associates, and Wood Rodgers, Inc., to provide storm drainage engineering for Land Development projects, and authorizes the Development Services Director to execute notices to proceed related to the Agreements, with an annual not-to-exceed amount \$200,000 for each consultant per calendar year.

* * * * *

The foregoing Resolution 2020-_____ was adopted by the Tracy City Council on the 18th day of August, 2020, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 1.P

REQUEST

CONSIDER APPROVAL OF TRACY EQUITY AND EMPOWERMENT INITIATIVE AND PROPOSED IMPLEMENTATION WORK PLAN

EXECUTIVE SUMMARY

In response to Council's direction on July 7, 2020 regarding the proposed Tracy Equity and Empowerment Initiative ("Equity Initiative"), a special meeting was held on August 4, 2020 during which Council received a presentation about race, equity and local government from Darlene Flynn, Director of the City of Oakland Department of Race and Equity, to provide background and context on how other cities have implemented racial equity initiatives. Tracy Police Chief Sekou Millington also presented on the Police Department's use of force policies and two police reform efforts regarding the use of force. Following those presentations, Council provided staff direction on the Equity Initiative's policy proposals.

This item requests that Council adopt a resolution ratifying their policy direction to implement the Equity Initiative, including staff's proposed implementation work plan.

DISCUSSION

On July 7, 2020, Council Member Dan Arriola and Council Member Rhodesia Ransom presented the Tracy Equity and Empowerment Initiative ("Equity Initiative") for Council consideration which contains policy proposals to promote greater equity and justice in the City of Tracy (Attachment A). The Equity Initiative contains a total of eight policy proposals regarding public safety and social equity. Council directed staff to conduct a feasibility analysis of each of the policy proposals in the Equity Initiative. Staff indicated that a discussion on the public safety policy proposals in the Initiative would come back to Council within 30 days and that an analysis of the rest of the proposals would take an additional 30 days after that.

On August 4, 2020, a City Council special meeting during which Darlene Flynn, Director of the City of Oakland Department of Race and Equity, presented on race, equity and local government to provide background and context on how other cities have implemented racial equity initiatives. Tracy Police Chief Sekou Millington also presented on the Police Department's use of force policies and two community campaigns regarding police reform in response to two of the public safety police proposals in the Equity Initiative. Following those presentations, Council provided staff direction on implementation of the Equity Initiative policy proposals.

Attachment B outlines the Equity Initiative's policy proposals, Council's direction and staff's proposed implementation plan. This item requests that Council ratify their previous direction to staff to implement the Equity Initiative and approve staff's proposed implementation work plan that given current priorities, consultant constraints, and budgetary needs will extend until the Fiscal Year 2021/22.

FISCAL IMPACT

Based on Council direction, some of the Equity Initiative work plan items outlined in Attachment B may impact the General Fund. An order of magnitude will be determined for the work plan items and discussed as part of the Council Strategic Priorities Workshop in January 2021 and FY 2021/22 budget development process.

Should any work plan items be implemented in the current fiscal year, efforts will be made to absorb those items within the existing operating budget. If this is not possible, a budget appropriation will be brought forward to Council for consideration.

STRATEGIC PLAN

This agenda item aligns with City Council's Public Safety Strategic Priority to enhance community safety by promoting a responsive public safety system that includes civic engagement and partnerships, community involvement, public education and prevention, intervention, and suppression services that meet the needs of Tracy residents.

RECOMMENDATION

Staff recommends that City Council consider approving, by resolution, the Tracy Equity and Empowerment Initiative and Implementation Work Plan.

Prepared & Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

Attachment A – Tracy Equity & Empowerment Initiative, June 2020
Attachment B - Proposed Equity Initiative Implementation Work Plan



TRACY EQUITY & EMPOWERMENT INITIATIVE
POLICY PROPOSALS FOR EQUITY & JUSTICE REFORM IN THE CITY OF TRACY

JUNE 2020

SUBMITTED BY:

DAN TAVARES ARRIOLA
COUNCILMEMBER, CITY OF TRACY

RHODESIA RANSOM
COUNCILMEMBER, CITY OF TRACY



TRACY EQUITY & EMPOWERMENT INITIATIVE: POLICY PROPOSALS FOR EQUITY & JUSTICE REFORM IN THE CITY OF TRACY

I. INTRODUCTION

“From the beginning of the formation of the United States, government played an instrumental role in creating and maintaining racial inequities.”¹ Despite progress, “many overtly discriminatory policies became illegal, but racial inequity nevertheless became embedded in policy that did not name race explicitly, yet still perpetuated racial inequities... Now, with a growing movement of government leaders examining the racial impacts of public policy on their communities, there is tremendous opportunity for the development of active policies, practices, and procedures that advance racial equity.”²

Failing to address this issue and take action now increases the risk that injustices and inequality may occur for the most disproportionately affected groups in our community. The policies proposed herein will address the historical factors that contribute to systemic racism and recommend strategies for dismantling such institutions and securing justice and equality for all in our community.

The City of Tracy is not immune to the existence of racism or the expression of anti-Black sentiments. Tracy was formerly one of two headquarters for the NSWPP (National Socialist White Peoples Party), a neo-Nazi group believed to have been active up until the 1980s.³

The purpose of this proposal is to establish a framework that will promote racial and social equity in the City of Tracy—across its organization, departments, projects, and programs. Equity should be accessible to anyone who works or engages with the City of Tracy, including—but not limited to—partner institutions, local schools, and beneficiaries of local funds. Injustice of all forms shall be purposefully eradicated through the administration of strategies, policies, and procedures affecting constituents and staff alike.

¹ Julie Nelson & Lauren Spokane, “Advancing Racial Equity and Transforming Government,” Local & Regional Government Alliance on Race & Equity, https://www.racialequityalliance.org/wp-content/uploads/2015/02/GARE-Resource_Guide.pdf.

² Ibid.

³ Sam Matthews, “The Faded History of the Tracy Neofascists,” *Tracy Press*, August 18, 2017, https://www.ttownmedia.com/tracy_press/our_town/the-faded-history-of-tracy-neofascists/article_7207338c-8387-11e7-b4f6-3f61a6846a65.html.

II. BACKGROUND

On May 25, 2020, George Floyd, an African-American man, was killed by police during an arrest in Minneapolis, Minnesota. A video recording of the killing, which showed one officer needlessly kneeling on Floyd's neck for 8 minutes and 46 seconds, quickly circulated around social media platforms and garnered international news coverage. In response to this killing, protests were held in cities throughout the country and the rest of the world.

Afterwards, public polls reported that 67% of Americans believe the criminal justice system favors white people over black people in the United States, an increase from 52% in 2016.⁴ This massive shift in public opinion also enhanced engagement in our own community. On May 23, 2020, approximately 300 people—mostly young people—gathered at the intersection of 11th Street and Corral Hollow Road to protest the killing of George Floyd by Minneapolis police and to support the Black Lives Matter movement.⁵

To quote one organizer of this demonstration, Manuel Zapata: "People actually care about the issues and specifically how flagrantly wrong this one was... We even saw police officers across the country speaking up and some of them joining protests, so we knew that we had a lot of energy here in Tracy, and wanted to make sure that we could stand in solidarity, just against the negativity in the air, and then the constant stories of police brutality in the media. We just had to do something for our community to show our strength here."⁶

Similarly, on June 3, approximately 550 people marched from Corral Hollow Road along 11th Street to Tracy City Hall in 103 degree heat.⁷ Two days later, nearly 100 gathered in front of Tracy City Hall to hold a vigil honoring the lives lost to police brutality, including George Floyd.⁸ Finally, on June 12, approximately 150 individuals – most of whom were youth activists – marched approximately 2.1 miles from Tracy Sports Complex to City Hall. There, they expressed their frustration with the criminal justice system and its failure to protect Black lives. The speakers at all of these events emphasized the need for greater engagement with and accountability over local policies and elected officials. The activists urged that the demonstrations could not stop with mere marching and posting on social media, but that they must translate into policy proposals by elected officials at all levels.

While the murder of George Floyd prompted the recent protests, the calls to move towards more just and equitable systems extend beyond that single atrocity. His death was a reminder that government at all levels still has an obligation to ensure equal opportunities and protection under the law, regardless of race, religion, or other characteristics.

⁴ Jennifer Agiesta, "CNN Poll: Trump losing ground to Biden amid chaotic week," CNN.com, June 6, 2020, <https://www.cnn.com/2020/06/08/politics/cnn-poll-trump-biden-chaotic-week/index.html>.

⁵ Bob Brownne, "Nonviolent Demonstration Echoes Protests Across Country," TRACY PRESS, June 1, 2020, https://www.townmedia.com/tracy_press/news/nonviolent-demonstration-echoes-protests-across-country/article_03f657fa-a45f-11ea-afe4-e36057339cf7.html.

⁶ Ibid.

⁷ Ibid.

⁸ Ibid.

III. PROBLEM STATEMENT

Given the heightened public opposition to systemic inequality and governmental abuse, the City of Tracy has an opportunity and responsibility to acknowledge, address, and dismantle any structural racism or implicit inequalities that may inherently exist in the City's own policies, programs, and practices. While our local community may have only limited experiences with *overt* prejudice in recent years, it is important to acknowledge a historical record that includes both explicit and implicit racism. The City of Tracy must accept the public's call for action and act now to investigate the impacts of structural racism. The "Tracy Equity and Empowerment Initiative" is the first step towards truly promoting equity and justice in our city.

IV. SOLUTIONS

There is no simple, easy solution for dismantling systemic racism or achieving justice. However, through its central promotional strategy, the City of Tracy already positions itself as "a great place to live, work, and play." To this end, the City has been very intentional about efficiently responding to community concerns and continually engaging with residents through open events. Similarly, the Tracy Police Department has a record of fostering strong rapport with locals through its community policing strategy, which pushes officers to stay engaged with and visible in the neighborhoods they protect and serve.

Evaluating city strategies and policies and working together with community members and other stakeholders is integral to securing justice and equality for all in our Tracy community.

A. PUBLIC SAFETY POLICY

Modern police policies have substantially evolved over the history of our nation, and today's best practices are evolving to acknowledge and address historic systemic racism. Overwhelming statistical data demonstrates that People of Color, especially Black men, are arrested and convicted of crimes at disproportionately higher rates than other demographic groups. Police reform initiatives encourage law enforcement agencies to evaluate their own roles within the criminal justice system and the resources utilized to achieve such responsibilities, while seeking solutions to achieve justice and equality for all.

On June 10, 2020, the Tracy Police Department issued a press release in response to public demands for action, particularly regarding use of force policies. (*See ATTACHMENT A.*) It is important for the City Council to adapt and implement these demands in the time to come.

On June 24, 2020, a part-time Professional Standards Officer, responsible for conducting Internal Affairs investigations for the Tracy Police Department, was alleged to be involved in a private Facebook group in which he and others made comments about killing a Black

Lives Matter activist. The matter is currently being investigated by the FBI, and per the Tracy Police Chief, the individual is no longer serving with the department.

Given the current public sentiment, the City of Tracy has a unique opportunity and obligation to assume a leading role in the movement for greater equity and justice.

Therefore, Councilmembers Arriola & Ransom request the following policy proposals:

- **ADOPT POLICIES TO PREVENT POLICE VIOLENCE.**

- Substantial research has evaluated how the adoption of various policing practices result in demographic disparities in criminal justice outcomes. Particularly, evidence-based strategies and policies should be adopted as “best practices” to ensure justice and equality for disenfranchised groups, especially African Americans. Given that research shows that *“Black people are three times more likely to be killed by police than their White counterparts,”* these restrictions would go a long way towards minimizing systemic disparities and injustices.⁹
- Moreover, research strongly indicates that adopting specific use-of-force standards *reduces police violence, increases police officer safety, and bears no negative impact on crime rates.*¹⁰ These policies make officers *much less likely to be killed, assaulted, or injured in the line of duty.*¹¹
- Any policy reform proposals should be assessed with stakeholder input regarding the reasonableness, practicality, and impact of reform proposals.

- **EVALUATE AND CONSIDER COMMUNITY CAMPAIGNS CALLING FOR POLICE REFORM.**

- Several initiatives and community campaigns seeking to address police reform have developed in the aftermath of the killing of George Floyd—including the #8CantWait campaign, the #8ToAbolition campaign, and the NAACP “Ten Point Action Plan,” among others. Such initiatives have raised questions as to whether there are areas of policing that are detrimental to community trust or that are cost prohibitive. Key areas that have been considered by these community campaigns include funding reallocations, division of police services from non-criminal services; the elimination of qualified immunity; the separation of police from schools; the repeal of laws that criminalize survival—such as anti-homeless ordinances; and the development of a “care, not cops” doctrine.

⁹ Campaign Zero, “Policy Analysis.”

¹⁰ #8CantWait, “The Research Basis for More Restrictive Use of Force Standards,” CAMPAIGN ZERO, June 3, 2020, https://docs.google.com/document/d/1XS-frPPH7cSDf5ovsj6RG4z4ukMlozPxLki7WjBnK_Q/.

¹¹ Campaign Zero, “Police Use of Force Policy Analysis,” September 20, 2016, CAMPAIGN ZERO, <https://static1.squarespace.com/static/56996151cbced68b170389f4/t/57e1b5cc2994ca4ac1d97700/1474409936835/Police+Use+of+Force+Report.pdf>.

- Specifically, the community sentiment has generally expressed a call to action for adoption of the “#8CantWait” policy proposals:
 - Clarifying Duty to Intervene Standards
 - Requiring De-Escalation Training and Policies
 - Requiring a Clear Use-of-Force Continuum
 - Requiring All Force Be Reported
 - Requiring Warning Before Shooting
 - Exhausting All Alternatives Before Shooting
 - Prohibiting Shooting at Moving Vehicles
 - Prohibiting Chokeholds & Strangleholds

“POLICE DEPARTMENTS THAT PLACE CLEAR RESTRICTIONS ON WHEN AND HOW OFFICERS USE FORCE HAD **SIGNIFICANTLY FEWER** POLICE KILLINGS THAN THOSE THAT DID NOT HAVE THESE LIMITS IN PLACE .”¹²



- The Tracy Equity & Empowerment Initiative calls for a study and evaluation of these community campaigns with a response for their viability and effectiveness from the Tracy Police Department in the near future.

● **REVIEW TRAINING FOR TRACY POLICE OFFICERS & REQUIRE IMPLICIT BIAS AND CULTURAL COMPETENCY TRAINING.**

- As policies change, it is imperative that officers receive the training necessary to actualize the goals behind these policies. Some “biases may occur at the *implicit level*, where people’s subconscious biases guide their choices even when they’re not fully aware of it.”¹³ This is critical because “Black people

¹² Ibid.

¹³ German Lopez, “American Policing Is Broken. Here’s How to Fix It,” Vox, September 1, 2017, <https://www.vox.com/policy-and-politics/2016/11/29/12989428/police-shooting-race-crime>.

account for 31 percent of police killing victims, even though they make up just 13 percent of the US population.”¹⁴

- Nonetheless, the optimistic part of all this grim research is that *implicit biases may be reduced over time through practice, training, and experience.*¹⁵
 - Notably, EPIC Officers Helping Officers is a training program used in New Orleans, LA. The program—identified in “*Subject to Debate*,” Vol. 30, No. 2, a publication of the Police Executive Research Forum—is said to protect officers from inadvertent misconduct by providing practical prevention tools.
 - Suggested training should include: implicit bias training; cultural competency training; the benefits of intervention and the legal risks of non-intervention; helping officers identify when intervention is necessary; teaching effective intervention strategies; teaching officers how to accept intervention respectfully; and protecting officers who intervene or accept intervention.
- **REVIEW THE CITY OF TRACY’S BUDGET PRIORITIES & CONSIDER INCREASING FUNDING FOR PREVENTATIVE SUPPORT SERVICES.**
 - There are opportunities to more effectively deploy City resources to respond to community concerns, such as trauma inflicted by violence and addiction. Such opportunities could include protocols such as sending trauma clinicians as co-responders when police respond to shootings or violent acts. The City of Tracy has an opportunity to better coordinate local resources and institutions. The effective allocation of resources will lead to stronger and safer communities.
 - Police officers often “take the place of social workers, emergency medical personnel, and welfare caseworkers,” handling homelessness, drug addiction, and other crises despite inadequate training with any of those societal ills.¹⁶ “This moment in time and history gives us a lot of momentum to make everlasting changes within the department.”¹⁷ Notably, research indicates that “in a city of 100,000, each new nonprofit community organization leads to a 1.2 percent drop in the homicide rate, a 1 percent reduction in the violent crime rate, and a 0.7 percent reduction in the property crime rate.”¹⁸

¹⁴ Lopez, “American Policing,” Vox, September 1, 2017, <https://www.vox.com/policy-and-politics/2016/11/29/12989428/police-shooting-race-crime>.

¹⁵ Ibid.

¹⁶ Matthew Yglesias, “Growing Calls to ‘Defund the Police’ Explained,” Vox, June 3, 2020, <https://www.vox.com/2020/6/3/21276824/defund-police-divest-explainer>.

¹⁷ Abigail Savitch-Lew, “In New York City, Momentum Behind Cutting the NYPD Budget is Growing,” Jacobin, June 5, 2020, <https://www.jacobinmag.com/2020/06/nyc-nypd-city-council-brutality-racism-police-budget>.

¹⁸ Noah Atchison, *Community Organizations Have Important Role in Lowering Crime Rates*, Brennan Center for Justice, April 20, 2018, <https://www.brennancenter.org/our-work/analysis-opinion/community-organizations-have-important-role-lowering-crime-rates>.

“Expanding social and economic programs for under-resourced communities leads to *an overall decrease in crime*.”¹⁹ The City of Tracy has an opportunity to increase support for local organizations engaging in these types of services to further reduce crime and violence in our community.

- The Tracy Equity & Empowerment Initiative calls for a study and evaluation of the City of Tracy’s budget priorities, and consideration of increasing funding towards preventative and support services in the near future.

- **ENHANCE TRANSPARENCY AND ACCESS TO PUBLIC SAFETY POLICIES AND STATISTICS.**

- Enhanced transparency in public safety policies with comprehensive and regularly scheduled data and statistics should be made available for the public to review. Such data should include information related to complaints, findings, and other significant statistics.

B. SOCIAL EQUITY POLICY

“Current inequities are sustained by historical legacies, structures, and systems that repeat patterns of exclusion.”²⁰ While progress has been made “in addressing explicit discrimination, racial inequities continue to be deep, pervasive, and persistent across the country. Racial inequities exist across all indicators of success, including in education, criminal justice, jobs, housing, public infrastructure, and health, regardless of region.”²¹

Generally speaking, the systemic oppression of groups of individuals based on race, gender, sexual orientation, physical ability, age, and other features have resulted in prominent and pervasive inequities in our society. Nonetheless, racial equity can be achieved when “race can no longer be used to predict life outcomes, and outcomes for all groups are improved.”²²

Public policy is the mechanism through which governments have perpetuated racial disparities and injustices throughout the history of our country. As such, public policy has a role to play in reversing that harm and ensuring justice and equality for all in our City.

¹⁹ Justin Brooke, *Defund the Police Now*, The Appeal, June 01, 2020, <https://theappeal.org/defund-police-george-floyd/>.

²⁰ Julie Nelson & Lauren Spokane, *Advancing Racial Equity and Transforming Government*, Local & Regional Government Alliance on Race & Equity, https://www.racialequityalliance.org/wp-content/uploads/2015/02/GARE-Resource_Guide.pdf.

²¹ Julie Nelson & Lauren Spokane, *Advancing Racial Equity and Transforming Government*, Local & Regional Government Alliance on Race & Equity, https://www.racialequityalliance.org/wp-content/uploads/2015/02/GARE-Resource_Guide.pdf.

²² Julie Nelson & Lauren Spokane, *Advancing Racial Equity and Transforming Government*, Local & Regional Government Alliance on Race & Equity, https://www.racialequityalliance.org/wp-content/uploads/2015/02/GARE-Resource_Guide.pdf.

Doing so will require an entire rethinking, reevaluation, and recommitment to ensure that all members of the Tracy community are supported, invested in, and valued—a goal best achieved by *embedding an equity framework into every aspect of governance*.

Therefore, Councilmembers Arriola & Ransom request the following policy proposals:

- **ADOPT AN “EQUITY FRAMEWORK FOR GOVERNANCE” TO ADVANCE EQUITY & JUSTICE IN ALL AREAS OF GOVERNMENT.**
 - This consistent evaluative lens will ensure the equitable development and delivery of future policies, programs, and services.²³
 - Such a commitment, in the form of a resolution, will affirm the City’s vision towards achieving social equity. Making a long-term commitment to achieving equity begins with a “declaration that all residents deserve an equitable opportunity to succeed – regardless of their race, color, sex, nationality, sexual orientation, religion, disability, income, or where they live.”²⁴
 - This resolution shall require a *commitment to opposing racism and prejudice*. The language should also (1) express a commitment to equity in City contracts and MOUs; (2) promote a safe place for employees and citizens to express concerns regarding our City’s response to issues related to race, sex, age, or sexual orientation or identity; (3) direct the City Manager to develop annual “equity plans,” which would include mandatory training for City employees and department heads; and (4) commit to improving data collection and using equity tools to examine policy and service decisions.
- **REQUIRE “EQUITY IMPACT ASSESSMENT” FOR ALL CITY POLICIES, PROGRAMS, AND SERVICES.**
 - It will allow local “leaders to look intentionally, comprehensively, and systemically at barriers that may be creating gaps in opportunity.”²⁵
 - By requiring such analysis, the City Council will be better equipped to introduce and consider legislation to support all Tracy residents. The analysis will evaluate the proposed policy and offer recommendations or explore other policy options when appropriate. The analysis will be required to consider the impact of proposed legislation through an equity lens, including race and ethnicity, gender, sexual orientation and identity,

²³ Fairfax County, Virginia, *One Fairfax*, <https://www.fairfaxcounty.gov/topics/one-fairfax>.

²⁴ Fairfax County, Virginia, *One Fairfax*, <https://www.fairfaxcounty.gov/topics/one-fairfax>.

²⁵ Fairfax County, Virginia, *One Fairfax*, <https://www.fairfaxcounty.gov/topics/one-fairfax>.

socioeconomic status, and geographic location. This analysis should also include an examination of the historical context of the policy in question.

- This requirement will push all government agencies to rethink the way they create and implement policy, while also normalizing and prioritizing equitable outcomes in all public decision-making. Prior to voting on any local legislation, the City Council should know what the proposal will do, how much it will cost taxpayers, and how it will impact all demographics of Tracy residents.
 - All municipal departments should also directly consider equity in their decisions. Many cities have initiated work to promote racial equity and social justice throughout their governmental structures. Cities that do not directly address such issues can inadvertently perpetuate harmful educational, health, and financial inequities.
- **ESTABLISH A “GOVERNMENT ACCOUNTABILITY COMMISSION” FOR THE CITY OF TRACY.**
 - This commission would make evidence-based recommendations for local reform and monitor outcomes, with special focus on racial equity and social justice. It would also identify existing government policies that could be changed to address historical and contemporary inequities.
 - The commission should be composed of individuals with policy-area expertise to study and provide recommendations on how to address the opportunities our City may have to enhance equity in all areas. Areas of interest may include housing fairness and accountability, landlord/tenant laws, environmental justice, and other socially responsible policy practices.
 - The commission should collect and use data and metrics, so the City of Tracy can develop equity plans while sharing information, tracking progress, and achieving results.

V. CONCLUSION

Ultimately, the proposed public safety and social equity policies must be prioritized by the City of Tracy to accomplish the goal of achieving justice and equality for all in our City.

Therefore, Councilmembers Arriola and Ransom request that all of these policy proposals be considered and adopted by the Tracy City Council to address the issue of systemic racism and prejudice in our community.

ATTACHMENT A



City of Tracy
Police Department



IMAGES: Where We Stand... (Image 1 of 4)



WHERE WE STAND

A comprehensive look at your Tracy Police Department...



June 2020



City of Tracy
Police Department



BAN CHOKEHOLDS & STRANGLEHOLDS

The use of "chokeholds" and "strangleholds" are not authorized for use by our Tracy Police Officers.

Effective June 8, 2020 the Tracy Police Department has prohibited the use of the carotid control hold.



REQUIRE DE-ESCALATION

Your Tracy Police Department trains all of our officers in de-escalation techniques

Officers are required to attend a four-hour Interpersonal Communication and De-escalation training certified by California POST (Commission of Peace Officer's Standards and Training). Every two years after that, officers attend a refresher course on the topic. The previously mentioned training is in addition to the training received in the academy and during their Field Training Program. Our Field Training Officers (FTO) attend an eight-hour Crisis Intervention and de-escalation course as well to assist in passing the information to new hires.



“

THE MEN AND WOMEN OF OUR TRACY POLICE DEPARTMENT ARE COMMITTED TO CONTINUING TO BUILD PARTNERSHIPS OF TRUST WITH OUR COMMUNITY.

”

Sekou Millington, Chief of Police



1000 Civic Center Drive • Tracy, Ca 95376 • Voice: 209-831-6650 • Fax: 209-831-4019



City of Tracy
Police Department



REQUIRE WARNING BEFORE SHOOTING

AB 392 states: "where feasible a peace officer shall, prior to the use of force, make reasonable efforts to identify themselves as a peace officer and to warn that deadly force may be used, unless the officer has objectively reasonable grounds to believe the person is aware of those facts." This requirement is consistent with federal case law.



REQUIRE TO EXHAUST ALL ALTERNATIVES BEFORE SHOOTING

Tracy Police Officers are bound by Subdivision (a)(2) of Section 835a California Penal Code, which conveys that peace officers may use deadly force "only when necessary in defense of human life."

In determining whether deadly force is necessary, Officers shall evaluate each situation in light of the particular circumstances of each case, and shall use other available resources and techniques if reasonably safe and feasible to an objectively reasonable officer. As such, this section incorporates the "objectively reasonable officer" standard and tacitly acknowledges that an officer is only required to use less-lethal force if it is reasonably safe and feasible for the officer to do so without endangering the officer's life or the lives of others.



DUTY TO INTERVENE

The Tracy Police Department requires an officer who observes another officer using force that is clearly beyond that which is objectively reasonable under the circumstances shall intervene when in a position to do so. The policy also requires the officer to report their observations to a supervisor promptly. The requirement is covered in our policy under section 300.21.

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City of Tracy
Police Department



SHOOTING AT MOVING VEHICLES

An officer should only discharge a firearm at a moving vehicle or its occupants when the officer reasonably believes there are no other reasonable means available to avert the threat of the vehicle. Officers should move out of the path of an approaching vehicle instead of discharging their firearm at the vehicle or any of its occupants, or if deadly force other than the vehicle is directed at the officer or others. Policy 300.4.1

REQUIRED USE OF FORCE CONTINUUM

Officers are required to make decisions in rapidly-changing situations.

The Use of Force Continuum concept is an aged concept from previous decades and has given way to more knowledgeable, science-based use of force training and policies. Use of Force is covered in section 300 and the policy is consistent with California Penal Code section 835a.

REQUIRED REPORTING

The Tracy Police Department requires officers to document any use of force in a police report. Documentation requirements are covered in department policy.



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PROPOSED EQUITY INITIATIVE IMPLEMENTATION WORK PLAN

Equity Initiative Policy Proposal	Council Direction (Council Meeting Date)	Implementation Work Plan
1. Adopt Policies to Prevent Police Violence	<i>Explore additional police policies and practices to prevent violence (Aug. 4th)</i>	➤ Tracy Police Department (TPD)
2. Evaluate and Consider Community Campaigns Calling for Police Reform	<i>Accepted report by Tracy Police Department (Aug. 4th)</i>	➤ Presentation provided by Tracy Police Department (TPD) to Council on August 4 th
3. Review Training for Tracy Police Officers and Require Implicit Bias and Cultural Competency Training	<i>City Manager to implement additional police training opportunities. (Aug. 4th)</i>	➤ Implementation of requested police training is already planned and underway.
4. Review the City of Tracy's Budget Priorities & Consider Increasing Funding for Preventative Support Services	<i>Revisit budget priorities to enhance funding for preventative support services as part of the FY 2021/22 budget development process (Aug. 4th)</i>	➤ Staff will include this item as part of the FY 2021/22 budget development process.
5. Enhance Transparency and Access to Public Safety	<i>Enhance community access to police policies and key statistics.</i>	<ul style="list-style-type: none"> ➤ TPD moved policies to the TPD homepage. ➤ TPD is in the process of implementing IA Pro, a transparency tool to assist in the access of police analytics and statistics.
6. Adopt Equity Framework for Governance to Advance Equity & Justice in All Areas of Government	<p><i>Adopt a resolution affirming the City's vision toward achieving racial and social equity. (Aug. 4th)</i></p> <p><i>Engage a racial and equity consultant to assist with development of equity plan and assessment tool (Aug. 4th)</i></p>	<ul style="list-style-type: none"> ➤ Staff is in the process of engaging a racial equity consultant and have scheduled introductory meetings for the end of August/early September. ➤ Staff will work with a consultant to assess the feasibility of the elements identified in the Equity Framework



PROPOSED EQUITY INITIATIVE IMPLEMENTATION WORK PLAN

		resolution and identify implementation needs.
7. Require "Equity Impact Assessment" for all City policies, programs, and services		➤ Staff will work with a consultant to develop a draft "Equity Impact Assessment" to be approved by Council in 2021.
8. Establish a "Government Accountability Commission" for the City of Tracy	<i>Explore establishing a Government Accountability Commission to provide recommendations for local reform on an as-needed basis with a special emphasis on racial equity and social justice. (Aug. 4th)</i>	➤ Staff is preparing a Commission proposal defining purpose, scope, membership, and applicable process and procedures for Council consideration by October 2020.
	<i>Provide Cultural Sensitivity Training to the City Council (Aug. 4th)</i>	➤ Staff will incorporate the instruction as part of other required Council online training, or schedule a future in-person workshop next calendar year.

RESOLUTION 2020-_____

APPROVING THE TRACY EQUITY AND EMPOWERMENT INITIATIVE AND IMPLEMENTATION WORK PLAN

WHEREAS, On July 7, 2020, Council Member Dan Arriola and Council Member Rhodesia Ransom presented the Tracy Equity and Empowerment Initiative (“Equity Initiative”) for Council consideration which contains a total of eight policy proposals regarding public safety and social equity to promote greater equity and justice in the City of Tracy; and

WHEREAS, On August 4, 2020, a City Council special meeting during which Darlene Flynn Director of the City of Oakland Department of Race and Equity presented on race, equity and local government to provide background and context on how other cities have implemented racial equity initiatives and the Tracy Police Chief Sekou Millington also presented on the Police Department’s use of force policies and two community campaigns regarding police reform in response to two of the public safety police proposals in the Equity Initiative, and

WHEREAS, Following those presentations, Council provided staff direction on implementation of the Equity Initiative policy proposals, and

WHEREAS, This Resolution ratifies the policy direction Council provided to staff on August 4, 2020, and

WHEREAS, Staff has prepared an Equity Initiative implementation work plan to outline the next steps needed in order to implement the Initiative.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy, hereby approves the Tracy Equity and Empowerment Initiative and Implementation Work Plan.

* * * * *

The foregoing Resolution 2020-_____ was adopted by the Tracy City Council on the 18th day of August, 2020, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3.B

REQUEST

**CONDUCT PUBLIC HEARING FOR TRACER ON-DEMAND PILOT PROGRAM
PARAMETERS TO BE EFFECTIVE AUGUST 23, 2020 AND APPROVE
RECOMMENDATIONS FOR PROGRAM PARAMETERS**

EXECUTIVE SUMMARY

The City of Tracy's Short Range Transit Plan calls for an on-demand service pilot program to begin in FY20/21. The pilot program will be used to provide service during times which the Tracer Fixed Route buses do not currently run. The exact time frames that the service will run, as well as the fare structure and name of the service need to be approved. The service will be implemented in phases and is expected to start the week of August 23, 2020.

DISCUSSION

The City of Tracy's Short Range Transit Plan outlines improvements to the City's public transit system over the next 5-10 years. Beginning in FY 20/21, the plan calls for an on-demand service pilot program. The program will run through the end of FY20/21 and will look at various metrics such as wait times, ride times, time of day demand, fare structure, and ridership trends. The on-demand service would be a shared ride, curb-to-curb service that can be used to travel anywhere within the City of Tracy. This new type of service would only operate during times which the Tracer Fixed Route service is not available. During this pilot program period, it is proposed that the service run during the following times:

- Sunday: 8am – 10pm
- Monday – Friday: 5am – 8am; 6pm – 10pm (12am on Friday)
- Saturday: 5am – 9am; 6pm – 12am

During the pilot program, staff will monitor the requests for service to see if adjustments need to be made in the times that the service is offered.

Additionally, since this is a new program, a fare will need to be established. It is proposed that during this initial period, the following fare is put in place:

- Regular Fare: \$2

The fare will allow up to two people to ride at that rate, so long as the passengers are all being picked up and dropped off at the same location. The fare will be a general rate and apply to all passengers. The fare will also allow for free transfers to the Tracer Fixed Route.

While this service is on-demand and can be used for same day trips, passengers will be able to book rides up to 48 hours in advance. Trips may be booked by calling Tracer directly or through an app that will be available toward the end of September.

Finally, in order to differentiate itself as different type of service under the Tracer brand, it is proposed that the on-demand service go by the name of Tracer PLUS.

It is anticipated that the on-demand service will be available to passengers beginning with a soft rollout the week of August 23rd, 2020, beginning with service only on Saturdays and Sundays during the specified times outlined above. Only two vehicles will be in service during this initial roll out. Staff will prepare for a full rollout of the system to include weekday service starting in December 2020. Staff will work with the operations contractor (MTM) to try and get weekday service implemented sooner if possible. There are a number of factors that will determine the ability to implement sooner including the time it is currently taking for MTM to hire and train additional staff, the uncertainty of when to resume the commuter routes, and any additional issues related to COVID-19 that may arise.

The City of Tracy's Transportation Advisory Commission has reviewed the parameters for the on-demand service operating times, fare, and name voted to recommend that the Council approve them as outlined.

STRATEGIC PLAN

This agenda item is a routine operational item and does not relate to the Council's Strategic Plans.

FISCAL IMPACT

Funding to operate the Tracer Bus System comes out of the Transit Fund and is paid through a combination of Federal and State grants, which are incorporated into the annual budget adopted by City Council. Costs for this program are included in the current contract with MTM and are also included as part of the FY20/21 budget. There is currently funding available through Federal and State grants to fund the increase in costs which is estimated to be approximately \$300,000.

RECOMMENDATION

That City Council conduct a public hearing for Tracer on-demand pilot program parameters effective August 23, 2020 and approve recommendations for the program parameters.

Prepared by: Ed Lovell, Management Analyst II

Reviewed by: Brian MacDonald, Parks & Recreation Director
Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

RESOLUTION 2020-_____

APPROVING THE TRACER ON-DEMAND PILOT PROGRAM PARAMETERS EFFECTIVE
AUGUST 23, 2020

WHEREAS, The City of Tracy’s Short Range Transit Plan calls for an on-demand service pilot program to begin in Fiscal Year 2020/2021, and

WHEREAS, The Transportation Advisory Commission has reviewed the parameters for the on-demand service pilot program as outlined in the accompanying staff report and recommended that the City Council approve them, and

WHEREAS, The costs to implement the pilot program as outlined have been included in the FY20/21 budget approved by the City Council;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy approves the Tracer on-demand pilot program parameters effective August 23, 2020, as outlined in the accompanying staff report.

* * * * *

The foregoing Resolution 2020-_____ was adopted by the Tracy City Council on the 18th day of August, 2020, by the following vote:

- AYES: COUNCIL MEMBERS:
- NOES: COUNCIL MEMBERS:
- ABSENT: COUNCIL MEMBERS:
- ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

AGENDA ITEM 3.C

REQUEST

CONSIDER ADOPTING A RESOLUTION APPROVING THE AQUATIC CENTER FINAL CONCEPTUAL PLAN WITH A NOT-TO-EXCEED BUDGET OF \$65 MILLION, INCLUDING CONTINGENCY AND SOFT COSTS

EXECUTIVE SUMMARY

This item requests City Council consider approval, by resolution, of the Aquatic Center Final Conceptual Plan with a not-to-exceed budget of \$65 million, including contingency and soft costs.

DISCUSSION

The City of Tracy and Surland Communities LLC (Developer) are committed to delivering an aquatics facility that meets the needs of our community. Per the current Development Agreement (DA), as amended in 2013 and 2018, between the City of Tracy and the Developer, the Developer is tasked with creating an Aquatic Center Final Conceptual Plan for Council consideration that includes input from the community and City staff. The Developer is also required to dedicate 16 acres of land within the Ellis Specific Plan to the City for the future home of an Aquatic Center and provide a public benefit fee in the amount of \$10 million towards the project. According to the DA, funds contributed by the Developer shall only be used to fund planning, design and construction costs for the project. The Developer has paid a portion of those funds (\$2 million) to the City and those funds are currently being used to cover consultant costs incurred by Developer for the development of a final conceptual plan and design.

On August 15, 2017, the Developer presented a scenario for "Complete Build-Out Option 1C" of the Aquatics Center with an estimated project budget of \$41.5+/- million, which included the \$10 million Developer contribution. The Council directed the Developer and staff to find a way to fund that scenario. This was followed by the approval of the Second Amendment to the Amended and Restated Development Agreement by and between the City and Developer (Second Amendment) in 2018. This revised the not-to-exceed budget to \$54 million, which also included the \$10 million Developer contribution.

On November 5, 2019, the Developer presented a Final Conceptual Plan that included various phasing options at different funding levels for Council to consider. After review, the Council provided Developer and staff direction to revise the plan to meet a new not-to-exceed total project budget of \$65 million (\$55M contribution from the City and \$10M contribution from the Developer) and place program elements in such a way that allows for future expansion. The Council also prioritized the desired program elements in the following order:

1. 50-meter pool
2. Recreation/warm-up pool
3. Lazy river

4. Waterslides
5. Toddler area
6. Indoor pool (optional)
7. Fitness center (optional)

For reference, a detailed history related to the Aquatic Center project can be found on the staff report from November 5, 2019 (Attachment A).

As stated above, the Developer hired consultants to prepare an updated Final Conceptual Plan (Attachment B) in accordance with the Second Amendment. The City Council must approve the Final Conceptual Plan in order to commence the preparation of detailed design and improvement plans. The Second Amendment states that if the City:

“decides to modify the [P]lan or add additional features or amenities then the cost of changing the conceptual plan or any design or construction plans relying on the original conceptual plan shall be additive funding provided by the City above the initial Swim Center.”

FINAL CONCEPTUAL PLAN

The updated Final Conceptual Plan (Attachment B) includes all of the Council prioritized elements except the Indoor Pool and Fitness Center, which Council previously identified as optional elements, as well as the allocation of spaces for future expansion. The Developer has provided a Design Narrative (Attachment C) that summarizes the Final Conceptual Plan and provides a list of “Initial Elements” and “Future Expansion Elements.” It should also be noted that the current plan is projected to exceed the not-to-exceed budget of \$65 million set by the Council.

The plan includes all of the “Initial Elements” referenced in the Design Narrative including a “Play Structure Wet Deck” that has an estimated construction cost of \$5.2 million, which is not included on the Council’s priority list. If this element was excluded from the Final Conceptual Plan, the project would be under the directed not-to-exceed budget (including soft costs and contingency). Future expansion is envisioned to include an indoor pool and fitness center, previously identified as *optional* program elements by the Council. Additional future expansion elements are listed in Attachment C, but have not been considered by the Council.

Bidding Approach

Developer recommends soliciting bids for the full build out of the Final Conceptual Plan, including the “Play Structure Wet Deck” and designate it as a Deductive Alternate. If the low bid were to come in over budget for the project, this element could be removed from the scope of work. While this strategy allows the project scope to change based on actual bids received, it will result in extra design costs for an element that may not be ultimately constructed.

Funding & Project Delivery Projections

Based on the full build out of the Final Conceptual Plan, the Developer's consultant design team believes that design and improvement plans will take 6-9 months and construction would take another 24 months. Prior to the Council's decision to expand the project budget from a not-to-exceed amount of \$54 million, the projected opening date of the Aquatic Center was Summer 2024. Due to an expanded project budget of not-to-exceed \$65 million, the project timeline was updated to Summer 2025. Unfortunately, this change, coupled with the negative economic impacts to Measure V due to the COVID-19 pandemic has further delayed the opening of the project, which is now estimated to be Summer 2026. This assumption is based on full build-out of the project at a not-to-exceed project budget of \$65 million.

To expedite the opening of the Aquatic Center, Council may want to consider a phased strategy. As part of the final design process, the project would be designed, bid, and constructed in phases over a period of time as funding becomes available. This approach could allow key elements to be built first, enabling the community to enjoy aquatic amenities much sooner than originally planned.

At the close of June 30, 2020, it is estimated that the City will have accumulated approximately \$18 million in Measure V funds for the Aquatics Center. It is projected that another \$5 million will be generated in FY 2020/21 for a total of \$23 million. Combined with the Developer's contribution of \$10 million and Master Plan fees of \$2 million, the estimated funding for Aquatics Center as of June 30, 2021 is \$35 million. Each year thereafter is estimated to generate approximately \$10 million until the cumulative balance of \$55 million is funded by June 30, 2025. As discussed earlier, electing to use a phased design and construction approach could further expedite the completion of the Aquatics Center.

NEXT STEPS

Once authorized, staff will return to Council to approve a design, funding and construction management agreement that will clarify roles and responsibilities along with phasing options and project milestones. As discussed on November 5, 2019, the design, funding, and construction agreement needs to be updated to conform with the Public Contract Code. In addition, the agreement also needs to reflect the not-to-exceed total budget amount of \$65 million authorized by City Council.

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted Quality of Life Strategy and meets the goal of enhancing the City's amenities.

FISCAL IMPACT

Fiscal impacts will vary depending on Council direction. Assuming Council approves the Aquatic Center Final Conceptual Plan, in addition to funding design and capital costs, the City will incur substantive annual expenses to operate the facility that will need to be addressed as part of future budget discussions.

RECOMMENDATION

That City Council consider approving, by resolution, the Aquatic Center Final Conceptual Plan with a not-to-exceed budget of \$65 million, including contingency and soft costs.

Prepared by: Richard Joaquin, Parks Planning & Development Manager

Reviewed by: Brian MacDonald, Parks and Recreation Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

Attachment A – Staff Report from November 5, 2019

Attachment B – Surland Proposed Aquatic Center Final Conceptual Plan

Attachment C – Surland Design Narrative

November 5, 2019

AGENDA ITEM 4

REQUEST

APPROVE AQUATIC CENTER FINAL CONCEPTUAL PLAN AND AUTHORIZE STAFF AND SURLAND COMMUNITIES, LLC TO PREPARE FINAL DESIGN AND CONSTRUCTION DOCUMENTS FOR THE PROJECT WITH A NOT TO EXCEED AMOUNT OF \$54 MILLION, INCLUDING CONTINGENCY AND SOFT COSTS

EXECUTIVE SUMMARY

This item requests City Council approval of the Aquatic Center final conceptual plan and authorization for staff and Surland Communities LLC (Surland) to prepare final design and construction documents with a not to exceed budget of \$54 million, which includes contingency and soft costs.

DISCUSSIONRECENT AQUATIC CENTER PROJECT BACKGROUND

The City of Tracy and Surland Communities LLC are committed to developing an aquatics facility that meets the needs of our community. Through several years of public input, discussions at Council meetings, the City and Surland continue to work together to deliver a project that will benefit our residents and enhance our quality of life.

In 2018, Council approved a Second Amendment to the Amended and Restated Development Agreement (Second Amendment) with Surland that included various provisions regarding the Aquatic Center. Those provisions include:

- Surland will design the Aquatic Center with input from the community and City staff, with ultimate approval of the final conceptual plan and improvements plans by the City Council.
- Consistent with the original Development Agreement (DA), Surland shall dedicate 16 acres within the Ellis Specific Plan to the City for an Aquatic Center and provide a public benefit fee in the amount of \$10 million for the project. Funds contributed by Surland shall only be used to fund design and construction costs. Surland has paid a portion of those funds (\$2 million) to the City and those funds are currently being used to fund design.
- The City's contribution shall be \$35 million, plus \$9 million of contingency (20% of the total project cost of \$45 million).
- The total funding amount for the Aquatic Center shall be \$54 million (\$44 million from the City of Tracy + \$10 million from Surland).
- Changes to the plans due to any modifications or additions of features or amenities by the City after the final conceptual plan is approved shall be funded by the City and not the Developer's \$10 million contribution.
- The City and Surland shall enter into a design, funding and construction agreement.

Based upon previous Council direction, Surland has been working on a concept plan that includes: location (within the Ellis development), a lazy river, water slides, 50 meter pool, recreation pool, indoor pool, fitness center and toddler area. The proposed amenities were derived from years of public outreach on the project starting as far back as 2007. The estimated project cost in 2018, including soft costs (design, inspection and construction management) and contingency, was estimated to be \$54 million as committed to in the Second Amendment.

RECENT PROJECT COST UPDATE

Upon receiving direction from City Council, Surland refined the Aquatics Center conceptual plan by developing more details on the project amenities such as pool sizes, number of waterslides, etc. They hired Gleeds, a global estimating firm, to provide a detailed cost analysis of the project. During this process, it was determined that the project cost was significantly greater than the \$54 million budget approved by Council in the Second Amendment. Cost drivers include escalating construction costs based on market fluctuations, achieving full-cost recovery and creating a destination facility, as well as managing community expectations. The current cost estimate for full project buildout is approximately \$130 million. Surland has continued to refine the project to provide phasing options. This resulted in three phasing alternatives, updated cost estimates, and estimated project subsidies that Surland will present as part of this agenda item.

FUNDING FOR THE AQUATIC CENTER

As a part of Measure V, a twenty year half-cent sales tax passed by voters in 2016 to fund services and amenities, Council identified three projects to be funded, estimated at \$80 million: Aquatics Center, Multi-Generational Recreation Center, and Legacy Fields Sports Complex. Additionally, at the October 30, 2017 Special Meeting, Council directed staff to set aside 25% of the Measure V proceeds for “pay-as-you-go” or “pay-go” projects (such as community amenities), and an additional 25% of the annual Measure V revenue for the maintenance and operations of such amenities.

On March 5, 2019, staff presented Council several Measure V debt service funding scenarios for consideration. Council elected not to utilize debt financing to fund the amenities, and instead use Measure V “cash on hand,” whereby the projects would be phased in over time or through a “pay go” approach. In this scenario, Measure V funds would be collected and set aside until an adequate amount was available to fund a project.

Based on estimates from the City’s sales tax consultant and an annual 2% growth assumption, Measure V is projected to accumulate over \$230 million in revenue over the next 17 years. The Council recognizes the community value of the Aquatic Center, among other amenity priorities, and has elected to fund the project via Measure V revenue, including staffing and maintenance costs to operate the facility.

Under the “pay-go” approach and assuming a funding amount of \$54 million, it is anticipated that the Aquatics Center would open by summer 2023. The Aquatics Center

cash flow table below reflects Measure V cash on hand, projected Measure V funds over the next four fiscal years, and additional funds committed to the project. Committed funds include developer contributions via the Development Agreement, funds collected from new development (Plan C), and Council approved funds for peer review consultant costs. Not included in the cash flow table is \$12.5 million in aquatic center impact fees that will be collected over a period of 30 years, beginning in 2024.

In addition, the table reflects approved Measure V staffing costs (with inflation) for a Parks Planning & Development Manager to oversee Measure V projects, and a Senior Park Maintenance Worker assigned to Legacy Fields, and developer funds spent to date for the Aquatic Center preliminary and conceptual design plan expenses. It is important to note that the table does not include any anticipated subsidy or operating expenses; estimated project costs are fluid and will not be more concrete until final design and construction documents and the bid process are complete. Surland and their consultants will provide preliminary information regarding expected subsidies for each of the proposed design alternatives.

AQUATIC CENTER PRIORITY FUNDING SCENARIO

The table below illustrates a funding scenario that commits all available Measure V funds over the next four years to the Aquatic Center project. Should Council elect to pursue this funding scenario, it should be noted that there will be little to no funding for other community amenity projects during this time period.

Aquatics Center Project Estimated Cashflow Outlook		
	FY 2019	FY 2019-2023 (four fiscal years)
Measure V Cash	\$ 3,512,658	\$ 40,229,605
<u>Aquatic Center Committed</u>		
Plan C	\$ 1,700,000	
Aquatic Center Measure V	\$ 1,000,000	
Surland's committed via DA	\$ 10,000,000	
<u>Other Expenses</u>		
Approved Staffing		\$ (1,823,187)
Funds used for aquatics center preliminary design and concept plan	\$ (1,000,000.00)	
Total Available year end	\$ 16,212,658	\$ 54,619,077
Aquatic Center Project - Total Cost		\$ (54,000,000)
Total Available for Other Projects		\$ 619,077

FINAL CONCEPTUAL OPTIONS DEVELOPED BY SURLAND DESIGN TEAM AND
AND OPERATIONAL IMPACTS

Surland has prepared several phased designs (Alternatives 1 - 3) with project costs ranging from \$54 million to \$130 million. Their approach assumes approval of the final conceptual plan at complete build-out (Alternative 3) and an option to phase the project utilizing bid alternates to provide flexibility based on bid results. While this approach seems prudent to expedite the bid process, it likely would increase costs for bid additives. It could also increase up front infrastructure costs for phases that may not be constructed in the near term. In addition, it should also be understood that there are no funds currently available to fund the full build-out (Alternative 3) and alternative funds will need to be identified in the future.

According to WTI Incorporated, a design consultant for Surland, the proposed final conceptual plan (Alternative 3) will create an enhanced guest experience similar to a destination resort. Projections and operating models provided by Surland's design team convey full build-out of the Aquatic Center (Alternative 3), utilizing a privately ran operator. Due to limited time, staff was unable to thoroughly review the consultant's proposed cost estimates and operating assumptions for the phased approaches (including guest entry fees). Based on the feedback gathered from other area aquatics centers, staff anticipates a General Fund subsidy will be needed to operate and maintain this facility, depending on the amenities built and the design elements. General Fund subsidies from area aquatics facilities vary and are typically driven by scope, size, business model and location, which could amount to \$1 million annually. Staff also cautions that some private operators of aquatics facilities have failed in other jurisdictions (La Mirada Splash Aquatics Center), and as a result, public agencies have had to take over operations. Given this, it is important that efforts are taken to ensure that the final design and construction documents reflect an aquatics facility that can be programmed and operated by the City, should the facility revert to City operation. Staff recommends a comprehensive review of facility operations from both the private and public operator perspective.

Staff does not recommend that the Council commit to full build-out (Alternative 3) of the Aquatic Center for the following reasons: 1) the capital and future operating costs of the project are supported through a temporary revenue source (Measure V), 2) projected operational subsidies would create a long-term impact to the General Fund, 3) a \$54 million project budget can deliver the many of the desired aquatics amenities, as seen in neighboring communities.

It is important to note that the construction estimates provided by Surland's consultants are fluid and are for general discussion purposes. Development of the final design and construction documents will help refine those costs, along with the bid process.

Given Council's prior commitment to fund the Aquatic Center, past fiscal discussions on Measure V priorities, lack of funding alternatives, and anticipated operating subsidies, staff recommends that Council approve a final conceptual plan with a budget of \$54 million. The final conceptual plan will help guide programmatic and financial expectations of the Aquatics Center. Working in partnership with Surland, staff believes

a final design project budget of \$54 million can incorporate many of the key elements previously identified by Council and the community. It should be noted that committing to a budget amount does not necessarily mean the elimination of desired programmatic elements. The alternatives presented by Surland can be modified to realize Council's fiscal and project goals as it pertains to the Aquatic Center.

NEXT STEPS

Staff recommends that Council authorize staff and Surland to prepare final design and construction documents, including any additional recommended design modifications, within a project budget of \$54 million with the understanding that there is no available funding for future expansion at this time. Staff also recommends that all sizing of infrastructure should be designed to support only the proposed improvements included in a \$54 million project budget and not for future phases, thus maximizing the number of amenities in the project.

Once authorized, staff will return to Council to approve a design, funding and construction management agreement that will clarify roles and responsibilities along with project milestones.

STRATEGIC PLAN

This agenda item is consistent with the City Council's adopted Quality of Life Strategy and meets the goal of enhancing the City's amenities.

FISCAL IMPACT

Fiscal impacts will vary, depending on Council direction.

RECOMMENDATION

That City Council approve, by resolution, the Aquatic Center Final Conceptual Plan and authorize staff and Surland Communities, LLC to begin final design and construction documents for the project with a not to exceed amount of \$54 million, including contingency and soft costs.

Prepared by: Richard Joaquin, Parks Planning & Development Manager

Reviewed by: Brian MacDonald, Parks and Recreation Director
Karin Schnaider, Finance Director
Andrew Malik, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

Attachment A – Surland Design Team Conceptual Site Plan Alternatives

Council Direction and Community Priorities

- 1. Competition Pool
- 2. Recreation Pool
- 3. Lazy River
- 4. Slides
- 5. Toddler Pool
- 6. Play Structure and Wet Deck
- 7. Future Expansion
- 8. Entrance Location
- 9. Food and Beverage
- 10. Support Facilities
- 11. Parking Lot
- 12. Drop-Off Location



Aquatic Park
Concept Plan - Design Narrative
Tracy, California
August 2020

A variety of pools and slides comprise this multi-faceted venue. The path to accomplish this project will be phased in order to deliver the project with components that will have an immediate impact on the community and fulfill the programmatic needs to enhance citizen's quality of life.

The phased approach to construction will initially provide the core essence and excitement of this unique destination to provide broad appeal to users of all age groups and program interests and needs, which will be enhanced with new features and amenities over time that will continue to grow the interest, attendance and benefits of this resort style park.

The design of this facility is based on the careful and considerate design direction to provide guests a unique experience. This design philosophy provides the users a sense of discovery as they enter the park and can experience a variety of areas that have convenient circulation paths to the aquatic area of the guest's choice. These experiences are set in a well-landscaped area surrounding guests with ample seating accommodations, shade, and an enriched experience for each visit to the park. This enhanced experience will be greatly appreciated by the users whether they are coming to participate in a learn-to-swim program, water fitness class, wellness exercise group, competition, practice or just bringing the family to enjoy some well-deserved time together as a departure from their daily routines.

Initial Elements Include:

1. Competition Pool 50-meters by 25-yards, 2 Movable Bulkheads and Diving Boards- Open Year-Round
2. Recreational/Program Pool with 4 – 25-yard lap lanes and a variety of social zones- Open Year-Round
3. River Pool with Zero Depth Entry- Open Seasonally
4. Water Slide Complex with 5 Multi-Dimensional Slides- Open Seasonally
5. Toddler Pool with Shallow Water Features and Kids Water Slides- Open Seasonally
6. Play Structure with Wet Deck and Large Interactive Water Play Structure- Open Seasonally

Future Expansion Elements are envisioned to Include:

- Single Flow Rider Surf Simulator- Open Seasonally
- Hot Water Whirlpool Spa- Open Year-Round
- Two Additional Family Whirlpool Spas- Open Seasonally
- Tot River- Open Seasonally
- Assorted Water Features- Open Seasonally
- Adventure Speed Slides and Large Family Raft Slide- Open Seasonally
- Indoor Water pool, slides, and small river
- Fitness center

The basis of design narrative describes the Aquatic Park Concept Plan elements. Features that will enhance operations and access include: easily accessible stairs in water less than 4'-0", in-wall steps, or a combination of the two. There shall be means of egress that meets ADA Guidelines for each pool.

RESOLUTION 2020-_____

APPROVING THE FINAL AQUATIC CENTER CONCEPTUAL PLAN WITH A NOT-TO-EXCEED BUDGET OF \$65 MILLION, INCLUDING CONTINGENCY AND SOFT COSTS

WHEREAS, In 2013, City and Surland executed an Amended and Restated Development Agreement by and between the City of Tracy and Surland Communities, LLC, recorded in the official records of San Joaquin County, as Document Number 2013-119548 (the "DA"), and

WHEREAS, Among other things, the DA provided for Surland to dedicate sixteen (16) acres of land within the Ellis Specific Plan area to City for a proposed public swim center (the "Aquatic Center"), and to pay to City Ten Million Dollars (\$10,000,000) (the "Developer Contribution") to fund the design and construction of the Aquatic Center. On September 5, 2014, Surland paid Two Million Dollars (\$2,000,000) of the Developer Contribution to City, and

WHEREAS, In 2018, City and Surland executed that certain Second Amendment to Amended and Restated Development Agreement by and between the City of Tracy and Surland Communities, LLC, recorded in the official records of San Joaquin County as Document Number 2018-055247 (the "Second Amendment"). Among other things, the Second Amendment amended the DA to reflect the Parties' agreements that (i) Surland would provide to City design and construction services for the Swim Center equal to and in lieu of paying the remaining Eight Million Dollars (\$8,000,000.00) of its Developer Contribution, and (ii) Surland would facilitate design and improvements plans for the Aquatic Center, and

WHEREAS, Pursuant to the Second Amendment, the City's contribution to the Aquatic Center shall be \$35 million plus an additional \$9 million for contingency that combined with the Developer Contribution totals \$54 million, and

WHEREAS, On November 5, 2019, the Developer presented a Final Conceptual Plan that included various phasing options at different funding levels for Council to consider. After review, the Council provided Developer and staff direction to revise the plan to meet a new not-to-exceed total project budget of \$65 million (\$55M contribution from the City and \$10M contribution from the Developer) and place program elements in such a way that allows for future expansion, and

WHEREAS, A final conceptual plan reflects a party's intent regarding a facility that outlines programmatic elements that are further refined during the development of construction documents in order to comply with local, state and federal building, health and safety codes and operational needs, and

WHEREAS, Upon Council's approval of a final conceptual plan, staff and Surland will prepare a design, funding and construction management agreement that will clarify roles and responsibilities along with phasing options and project milestones in accordance with the Public Contract Code, and

WHEREAS, Surland presented a final conceptual plan options for the Council to consider on August 18, 2020, and

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Tracy hereby approves the Aquatic Center Final Conceptual Plan with a not-to-exceed amount of \$65 million including contingency and soft costs, and in accordance with this resolution.

* * * * *

The foregoing Resolution 2020-_____ was passed and adopted by the Tracy City Council on the 18th day of August 2020, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

August 18, 2020

AGENDA ITEM 3.D

REQUEST

APPROVE FUNDING USES FOR CORONAVIRUS RELIEF FUNDS, APPROVE APPROPRIATION OF FUNDS FROM THE CARES ACT ALLOCATION, AND RECEIVE A CARES ACT FUNDING UPDATE

EXECUTIVE SUMMARY

In response to the coronavirus pandemic the State of California Department of Finance (DOF), through the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act, allocated \$1,184,473 to the City of Tracy in July for COVID-related relief. A report of the planned expenditures is required to be submitted to the DOF by September 1, 2020. To meet this short timeline, a list of the City's COVID response expenditures and proposed uses has been evaluated and prioritized for Council's consideration and approval.

Due to the continuing daily COVID-related funding discussions and efforts that may have implications on CARES Act funds, an update of pertinent Congressional actions that occur between the submission of this staff report and August 18th will be provided.

DISCUSSION

Funding Background

Based on the state's population, California received a total of \$15.3 billion Coronavirus Relief Funds (CRF) provided in the federal CARES Act (Act). Pursuant to the provisions of the Act, cities with populations of less than 300,000 were allocated \$275 million.

Funding is contingent on the counties adherence to federal guidance, the State's stay-at-home requirements and other health requirements as directed in Governor's Executive Order N-33-20, any subsequent executive orders or statutes, and all California Department of Public Health orders, directives, and guidance issued in response to the COVID-19 public health emergency.

The City, which has been complying with the State's requirements, submitted a funding application on July 2, 2020 and has been allocated \$1.18 million dollars for use on projects that are eligible under the Act.

CARES Act Eligibility Requirements

The CARES Act funding eligibility requirements are broken down into six expenditure categories:

1. Medical
2. Public Health
3. Substantially Dedicated Payroll

4. Public Health Measures Compliance and Mitigation
5. Economic Support
6. "Other" which includes COVID-19 measures that are reasonably necessary.

Funds cannot be used to:

1. Backfill lost revenue
2. Payroll and benefits for employees duties not "substantially dedicated"
3. Workforce bonuses
4. Damages covered by insurance
5. Assistance to owners to pay property taxes

Refer to Attachment A for other eligibility requirements.

CARE Act Reporting Requirements

By September 1, 2020 (just two weeks after today's Council Meeting) cities are required by the DOF to report on the details of their proposed expenditures so that the DOF can determine:

1. Whether cities will receive additional time to expend funds;
2. Whether, based on the report, unspent funds are to be reallocated by the State
3. Whether cities are to receive additional funding installments.

It is important to note that new COVID-related funding bills are being discussed in Congress at a rapid pace on a weekly, if not daily, basis and are being monitored closely by the City. If, after the submission of this staff report, new legislation is enacted by Congress which has implications for the project recommendations (e.g., the timing for expending funding is extended; or funding amounts are increased), an update will be provided to Council during this Council meeting.

CRF Allocation Timing

- Allocations to the City will be made in installments as follows:
 - The first allocation (approximately \$197,412) - by August 1, 2020 (it has been received).
 - The second installment (\$197,412) - on September 1, 2020.
 - The balance of funds (\$789,649) - October 1.
- Under existing regulations, the funds must be spent, not just obligated, by December 30, 2020.
- Unspent funds must be returned by October 30, 2020 unless extended by DOF based on reported expenditures.

CRF Funding Use Recommendations

Under the CRF, the City's allocation must be used towards expenditures incurred and spent between March 1, 2020 and December 30, 2020 and may not be used for expenditures that were included in the City's most recent budget as of March 27, 2020.

Attached for Council consideration is a list of recommended, prioritized COVID-related funding uses (Attachment B). Projects were prioritized based on unplanned COVID-related expenses that would otherwise have to be covered by the General Fund and anticipated additional expenses due to COVID. Additionally, as part of the spending plan evaluation process, approximately \$3.5 million was identified in eligible projects; however, given the order of magnitude, the scope was narrowed to \$1.18 million to align with available CARES Act funding.

Considerations included, but were not limited to, evaluating:

- Which expenditures were incurred within the required time period of March 1, 2020 through December 30, 2020
- Which projects can feasibly have their allocations spent by December 30, 2020
- Which projects have, or are likely to have other funding sources
- Which projects will provide a community-wide benefit in responding to the COVID crisis

The priorities established herein will be used should additional funding become available through additional grants, to the extent that the project meets the criteria of the grant.

STRATEGIC PLAN

This agenda item is in response to COVID-19 and does not align with a strategic priority.

FISCAL IMPACT

Since March 2020, the City has spent approximately \$1 million in its COVID-19 response efforts. In September, the City will be submitting a funding application to FEMA for approximately \$356,000 in eligible expenditures to date.

Over \$3.5 million more in COVID response projects have been identified that are not yet funded but which may be eligible for the limited CRF funding allocation of \$1.18 million. The CRF allocation of the \$1.18 million will reduce a portion of the financial impact to the City's already constrained structural deficit.

RECOMMENDATION

It is recommended that Council approve funding uses for Coronavirus Relief Funds, approve associated appropriation of funds from the CARES Act allocation, and receive a CARES Act funding update.

Agenda Item 3.D
August 18, 2020
Page 4

Prepared by: Anne Bell, Management Analyst II
Robert Harmon, Senior Accountant

Reviewed by: Karin Schnaider, Finance Director
Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS:

Attachment A – CARES Act Funding Eligibility Requirements
Attachment B – CARES Act Project Recommendations
Attachment C – CARES Act Coronavirus Relief Funds (CRF) Power Point

CARES Act Funding Eligibility Requirements

1. Eligibility – General (Eligibility Categories are listed in Section C below)
 - A. CARES Act Requirements
 1. Must be for necessary expenditures incurred due to COVID-19 public health emergency
 2. Direct response expenses
 3. Second order expenses, such as economic support
 4. Cannot be accounted for in most recently approved local government budget
 5. Must be for expenses incurred between March 1, 2020 and December 30, 2020
 - B. Funds cannot be used to:
 1. Backfill lost revenue
 2. Payroll and benefits for employees duties not “substantially dedicated”
 3. Workforce bonuses
 4. Damages covered by insurance
 5. Assistance to owners to pay property taxes
 - C. Six Eligible Expenditure Categories
 1. Medical Expenses
 - a. Treatment of COVID-19 and related expenses in public hospitals or clinics
 - b. Temporary medical facilities
 - c. Testing (both serological and anti-body)
 - d. EMS, including emergency medical transportation
 - e. Telemedicine capabilities for the public
 2. Public Health Expenses
 - a. Communication/enforcement of public health orders (website updates)
 - b. Acquisition and distribution of PPE/cleaning supplies
 - c. Disinfection of public areas
 - d. Technical assistance on COVID-19 mitigation to businesses
 - e. Public safety response measures
 - f. Quarantining individuals
 3. Substantially Dedicated Payroll Expenses

Includes:

 - a. Public safety
 - b. Public health
 - c. Health care
 - d. Human services
 - e. Similar employees
 - f. *Public health and safety are presumed to be substantially dedicated staff (presumptive eligibility)*
 - g. Entire payroll costs are covered, not necessarily just overtime costs

- h. Staff that were re-purposed to previously unbudgeted function instead of laid off
- i. Could include overtime if those hours are outside normal duties
- j. There is no percent threshold, but keep appropriate documentation/time keeping
- k. Other examples include:
 1. Staff who could not telework that are re-deployed to help with COVID-19 response
 2. IT staff that were directed to support COVID-19 tracking, reporting, and new online services previously requiring in-person visits

4. Comply with Public Health Measures and Mitigation of COVID-19

- a. Food delivery to seniors and vulnerable individuals
- b. Telework capabilities, including stipends, provided that appropriate documentation is kept
- c. Providing paid sick, paid family, and medical leave for public employees
- d. This does include revenue backfill if employees did not have
- e. Maintain local jails, such as sanitation and implementing social distancing measures
- f. Caring for homeless
- g. Services/activities related to housing, shelters, cleaning protocols

5. Economic Support

- a. Grants to small businesses for costs of business interruption
- b. Grant or financial assistance – payment of overdue rent/mortgage to avoid eviction or funeral expense
- c. Payroll support program
- d. Unemployment insurance costs if those costs are not reimbursed by federal government

6. Other

- a. Any other COVID-19 expenses that are “reasonably necessary” to the function of government
 1. Hazard pay and overtime
 2. Increased workers compensation costs
 3. Leases renewed if solely to respond to COVID-19
- b. Public health emergency recovery planning
- c. Support for private hospitals (grants/short-term loans)
- d. Enrollment in government benefit programs

D. Other CRF Information

- 2. Funds can be in interest bearing accounts, but interest must be spent for same purpose
- 3. Assets purchased may be retained (e.g. homeless)
- 4. Cannot sell assets for profit
- 5. Funds are subject to single audit act
- 6. Funds may be used to cover expenses related to audit

ATTACHMENT B

Corona Virus Relief Fund Allocation from the State Department of Finance: \$1,184,473

Item No.	Dept.	COVID-Related Funding Uses	CRF Eligible
1	CMO	COVID Test Sites (Includes Sanitary Stations, Cleaning Services, Traffic Control) - 800 W. Carlton and Tracy Sports Fields [75% Towards Staffing]	\$72,738
2	DS-ED	Barriers for 10th Street Closure for Outdoor Eating Areas	\$17,000
3	DS-ED	Barriers to Accommodate Outdoor Business Services along 6th Street	\$7,000
4	FIN	Utility Payment Kiosk for 24/7 Community Safety	\$40,000
5	HR	Front Counter Barrier - Finance Department	\$7,500
6	HR	Front Counter Barrier - Human Resources Department	\$7,500
7	HR	Front Counter Barrier - City Manager's Office	\$7,500
8	HR	Front Counter Barrier - Animal Shelter	\$10,000
9	HR	Counter Barrier - Support Services	\$10,000
10	HR	Front Counter Barrier (permanent) - Senior Center	\$5,000
11	HR	Counter Barrier (permanent) - Development Services Department	\$30,000
12	HR	Teleworking Ergonomic Equipment	\$4,000

ATTACHMENT B

Corona Virus Relief Fund Allocation from the State Department of Finance: \$1,184,473

Item No.	Dept.	COVID-Related Funding Uses	CRF Eligible
13	HR	Employee Staff Time Related to Emergency Paid Sick Leave (EPSL)	\$200,000
14	HR	Employee Staff Time Related to Extended Family Medical Leave Act (EFMLA)	\$200,000
15	IT	Laptops (40) for remote users (\$1,000 each) & Computer Web Cameras (100 @ \$30)	\$43,000
16	IT	Annual MS Office 365 Licensing (includes MS Teams and Skype remote employee communication and meetings)	\$75,000
17	P&R	Assistance for Unsheltered Community Members - COVID related health and safety supplies, equipment, and/or infrastructure to warm and care for Tracy's unsheltered population, including, but not limited to shelter tents, beds, linens, storage, and portable HVAC, restrooms, showers, and and washing stations. *Priority will be to seek FEMA funding first, and then CARES.	\$109,739
		Subtotal	\$845,977
		South County Fire Authority	
18	SSJCFA	Sanitizing Washers for Fire Stations	\$3,944
19	SSJCFA	Germicidal Disinfectant	
20	SSJCFA	N95 Masks	
21	SSJCFA	Station 91 Crew Quarters Remodel (redesign and modify the upstairs living quarters to provide separate quarters for each crew member) <i>*Note: This expense may not be eligible through either FEMA or the current CARES Act eligibility criteria.</i>	\$300,000
22	SSJCFA	Accounting Software Web Hosting Platform	\$6,120
23	SSJCFA	Laptops to allow remote work	\$4,482

ATTACHMENT B

Corona Virus Relief Fund Allocation from the State Department of Finance: \$1,184,473

Item No.	Dept.	COVID-Related Funding Uses	CRF Eligible
24	SSJCFA	Sanitizing Washing Equipment for Fire Administration	\$2,400
25	SSJCFA	Hardware and Software Upgrade for Remote Plan Review	\$21,550
South San Joaquin Fire Authority			\$338,496
*Total			\$1,184,473

* For any item found to be ineligible by the State Department of Finance, it's recommended funding allocation will then go toward Tracy Police and South San Joaquin Fire Authority's COVID19-related overtime (\$473,000 each).



CARES ACT Coronavirus Relief Funds (CRF)

August 18, 2020

Coronavirus Relief Funds

- State released \$9.5B in CARES Act Funds in budget
 - \$300M to Cities with pop. < 300,000
- City notified 7/1/20; 10 days to apply
- City completed certification (applied) for grant on 7/2/20
- Tracy Awarded \$1.184M
 - 1st payment rec'd 8/1 (\$197,412)
 - 2nd payment due 9/1 (\$197,412)
 - Final payment (10/1) (\$789,649)



CARES Act Requirements

- Necessary expenditures incurred due to the COVID-19 public health emergency.
- Direct response and Second order effects such as economic support
- Not accounted for in the most recently approved budget, except COVID-related supplemental appropriations or budget adjustments
- Expenses incurred between March 1, 2020 and December 30, 2020
- City and County MUST adhere to state EOs and California Department of Public Health orders, directives, and guidance



CARES Act Limitations

- Funds cannot be used to backfill lost revenue
- Payroll or benefits for employee duties not “substantially dedicated”
- Funds to be “spent” by December 30, 2020 (not just obligated)
- 90 days after 12/30/20 to pay bills
- Performance/delivery must be during the covered period
- Unspent funds returned to state by 10/30/20

Eligible Categories

1. Medical
2. Public Health
3. Substantially Dedicated Payroll
4. Public Health Measures Compliance and Mitigation
5. Economic Support
6. “Other”, which includes COVID-19 measures that are reasonably necessary



Process

- Very tight timeline for spending plan
- Must report planned expenditures to the State by September 1, 2020
 - Expenditures from 3/1/20 through 6/30/20
 - Expended or obligated since 7/1/20
 - Projected expenditures through 12/30/20
- Demonstrate a realistic plan for spending by the end of the year to avoid reallocation
- State must report to Feds by 9/21/20

Current Status of Legislation

- In a very dynamic environment
- HEALS Act still pending in Congress
- Here's the latest update
- Addition funding and/or CARES Act rule changes are currently being considered
- If additional funding becomes available, will use existing priorities list
- Finance continues to look for all grants available

CRF Funding Priorities

- Projects were prioritized based on unplanned COVID-related General Fund expenses
- \$3.5 million was identified in eligible projects; however, scope narrowed to \$1.18 million to align with available CARES Act funding.
- Where possible, FEMA or other grant sources will be substituted
- FEMA eligible costs estimated at \$356,000 to date



Think Inside the Triangle™

CRF Funding Priorities

Priority	Amount
Covid Test Sites	\$ 72,738
Barriers to Accommodate Outdoor Business Services and Dining on 6 th & 10 th Streets	24,000
Kiosk for Contactless Utility Bill Payment	40,000
City Department Permanent Protective Barriers	77,500
Teleworking Equipment and Licenses (City and SSJCFA)	154,152
Emergency Paid Sick Leave and Extended FMLA program	400,000
Public Health Supplies and Equipment to Support Unsheltered Individuals	109,739
SSJCFA Station 91 Crew Quarters	300,000
SSJCFA Sanitizing Washers	<u>6,344</u>
Total	\$ 1,184,473

** Any unused or disallowed funds will be used to offset Police & Fire overtime

Recommendation

- The City Council, by resolution, approve funding uses for Coronavirus Relief Funds and approve associated appropriation of funds from the CARES Act allocation.

RESOLUTION _____

APPROVING THE USE OF CORONAVIRUS RELIEF FUNDS AND APPROVING AN APPROPRIATION OF FUNDS FROM THE STATE'S CARES ACT CORONA VIRUS RELIEF FUNDING ALLOCATION TO THE CITY OF TRACY

WHEREAS, In response to the Coronavirus pandemic, the State of California Department of Finance, allocated funding from the Federal CARES Act to cities through the Corona Virus Relief Fund (CRF), and

WHEREAS, Funding is contingent on the adherence to federal guidance, the state's stay-at-home requirements and other health requirements as directed in the Governor's Executive Order N-33-20, any subsequent executive orders or statutes, and all California Department of Public Health orders, directives, and guidance issued in response to the COVID-19 public health emergency, and

WHEREAS, The City, having complied with the state's requirements, submitted a funding application on July 2, 2020 and was allocated \$1,184,473 million dollars, and

WHEREAS, The first installment of funding has been received, and all future installments must be spent by December 31, 2020, and

WHEREAS, A report of the planned expenditures is required to be submitted to the State Department of Finance by September 1, 2020 and to meet this short timeline, a list of the City's COVID response expenditures and proposed uses was evaluated and prioritized for Council's approval, and

WHEREAS, On August 18, 2020, the Tracy City Council reviewed and discussed the recommended CRF uses;

NOW, THEREFORE, BE IT RESOLVED, That City Council of the City of Tracy hereby resolves, declares, determines, and orders as follows: that the State of California's CARES Act Corona Virus Relief Fund allocation to the City of Tracy for \$1,184,473 be allocated and appropriated for the use on the projects as identified on Exhibit A to this resolution.

* * * * *

The foregoing Resolution 2020- ____ was adopted by the Tracy City Council on the 18th day of August 2020 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A**Corona Virus Relief Fund Allocation from the State Department of Finance: \$1,184,473**

Item No.	Dept.	COVID-Related Funding Uses	CRF Eligible
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		Subtotal	\$845,977
		South County Fire Authority	
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South San Joaquin Fire Authority			\$338,496
*Total			\$1,184,473

* For any item found to be ineligible by the State Department of Finance, it's recommended funding allocation will then go toward Tracy Police and South San Joaquin Fire Authority's COVID19-related overtime (\$473,000 each).

AGENDA ITEM 3.E

REQUEST

**RECEIVE UPDATE FROM THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
ON THE EMPLOYEE TRANSITION PLAN AND PROVIDE DIRECTION TO STAFF**

EXECUTIVE SUMMARY

The City Council will receive an update on the status to the fire employee transition plan to stand alone with South San Joaquin County Fire Authority (SSJCFA).

DISCUSSION

During the May 19, 2020 Council items, Mayor Rickman requested a status update on the employee transition plan from the South San Joaquin County Fire Authority. This request was seconded by Council Member Ransom. The attached report will be presented by the SSJCFA Fire Chief. The report provides information and action steps taken to date by SSJCFA and provides an update on pending information needed to complete a full assessment of the transition.

STRATEGIC PLAN

This agenda item relates to Council's Public Safety Strategy.

FISCAL IMPACT

The fiscal impacts of the fire transition plan are under review by the City. Further information is anticipated from SSJCFA to determine the short-term and long-term costs associated with the transition.

RECOMMENDATION

Receive a report from Fire Chief Randall Bradley.

Prepared by: Karin Schnaider, Finance Director

Reviewed by: Midori Lichtwardt, Assistant City Manager

Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

A - South San Joaquin County Fire Authority Staff Report



SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

Fire Administration

In 1999, the City of Tracy (City) and the Tracy Rural Fire Protection District (District) entered into a Joint Powers Agreement (JPA) that formed the South County Fire Authority (SCFA). On the same date SCFA contracted with the City to provide fire protection services within the jurisdictional boundaries of SCFA (City of Tracy and Tracy Rural Fire Protection District). Two Tracy City Council Members and two District Board Members made up the SCFA Board with the Tracy City Manager serving as the Chief Executive Officer for the SCFA. The City of Tracy's Finance Director also served as the Treasurer-Controller of the SCFA. The SCFA was formed to accomplish the following goals:

- To improve fire protection services within the region through improved efficiencies by the elimination of redundant administrative and operational services.
- To limit the impact of annexations to the residents that live in the unincorporated areas.
- To maintain the District ad valorem tax allocation increment (average of approximately 11% of each property tax dollar) and the special fire tax (\$0.03 per square foot) in areas that are annexed into the City.

These goals were accomplished through the following administrative agreements between the City and the District:

- Future City annexations would not detach from the District.
- All employees would work for the City and redundant administrative staff would be eliminated through attrition, increasing efficiencies and overall service levels.
- The City would provide administrative services (Human Resources, Budget/Finance/Risk Management and Legal) to SCFA.
- The City would fund any District financial shortfalls (with a reimbursement agreement) until revenues increased to sustainable funding levels through the annexation and development of land that would remain in the District.

In 1999, the expectation was the City of Tracy would continue to grow and the District and the City of Tracy would benefit by securing fire protection property tax revenues through the non-detachment strategy. Limited growth initiatives and economic downturns slowed growth projections through 2014. In 2014, the City of Tracy began to realize extensive growth in the twelve annexed areas that did not detach from the District. Over 30 million square feet of commercial and industrial facilities and over 8,000 residential units have now been built or are entitled to be built in those annexed areas. With the growth in the annexed areas, the District revenues have seen unparalleled growth since 2014 and are expected to triple their 2014 total within the next five to six years.

With extensive growth, additional responsibility and increased revenues, the District Board of Directors requested that the original JPA be revised to allow the District to have

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SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

Fire Administration

an equal governance footing with the City of Tracy. In 2017, staff completed a study concerning the JPA governance. Staff utilized two previous consultants' studies and developed four different governance options to evaluate. The following were the four options with brief summaries:

1. Dissolving the current JPA and returning to a two-agency model. Under this option revenues would be lost to the County and fire protection efficiencies would be lost and service levels would suffer.
2. The District could contract with the City to provide fire protection services. This option is very similar to the model that was in effect at the time the study was completed. This model was unacceptable to the District due to a lack of budgetary oversight, collective bargaining influence and a desire for responsibilities to be commensurate with their authorities over fire protection within their jurisdictional boundaries.
3. Annex the City into the District for fire protection. The City would be required to enter into a new tax sharing agreement with the County to fund the newly created District. The outcome of the agreement is unknown and therefore a thorough analysis is not possible. Also, because the District has a special tax that was implemented in 1982, it would be difficult to overlay a special tax on City residents without a vote that would require two-thirds approval. Last, the City would give up control and budgetary flexibility over the portion of the City that is not within the Rural District.
4. Create a strong JPA that operates as an autonomous agency.

Option number four was chosen because it addressed the District's concerns while protecting the City's ability to maintain fire protection revenues and continue to influence public policy and prioritization of fire protection services within the City limits. In 2017, the JPA agreement was reevaluated and in March of 2018 (effective date July 1, 2018) a new agreement was adopted by both agencies. Implementation of the new agreement was divided into two phases:

Phase 1 (complete): Create a stronger semi-autonomous governance and fire protection organization through the implementation of structural, organizational and financial elements. The following are the Phase 1 elements that were completed upon initiation of the new JPA and the associated dissolution agreement:

- Entered into an agreement with the City of Tracy to continue to serve as the employer of record until the new JPA is able to transition all employees to the new JPA.
- The JPA's Board of Directors was provided oversight responsibility for fire protection within the JPA boundaries based on the service levels determined by the member agencies.





SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

Fire Administration

- The Board appointed the Fire Chief who serves as the JPA's Chief Executive Officer at the will of the Board. Prior, the Tracy City Manager served as the JPA's Chief Executive Officer.
- Amendments to the previous JPA were removed and incorporated into the new document. The amendments were difficult to interpret, implement and track. The Supplemental Services Agreement (Amendment 3), Smoothing Agreement, and the Pre-paid Services Agreement (Amendment 4 and 6), were all eliminated and replaced with an intuitive, fair and equitable cost allocation model.
- The JPA appointed a Finance Manager with budgetary responsibility and hired an independent auditor. The JPA is in the process of hiring an independent Controller/Treasurer. Previously, the City of Tracy provided these services on behalf of the JPA.
- The JPA has hired an independent Counsel with responsibility to provide legal advice to the JPA independent of member agencies.
- The proposed JPA is designed to add additional member agencies to improve overall service levels by reducing overhead costs through economies of scale.
- With the corresponding dissolution agreement, the proposed JPA addressed fire station ownership concerns.

Phase 2: Transition employees to become employees of the South San Joaquin County Fire Authority (Authority) and the Authority would become a full standalone agency. Phase 2 of the transition plan was codified in Section 1.6 of the new JPA agreement:

"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 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 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 transfers 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".

For the past 18 months the JPA staff has worked with staff and consultants of the member agencies to develop an employee transition plan. Below is the status and a timeline for implementation of the plan.





SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

Fire Administration

Transition Plan Timeline

Date	Milestone
August 15, 2020	Provide completed "Draft" transition plans to staff of member agencies for review and comment.
September 15, 2020	Present transition plan to elected bodies of member agencies for consideration of approval.
October 31, 2020	JPA Board reviews and considers ratification of labor contracts, approval of CalPERS contracts, employee benefits and personnel policies and procedures (including EERR)
November 30, 2020	Lease agreements and liability insurance contract approvals
January 1, 2021	Employees transition to South San Joaquin Fire Authority

Transition Plan Overview

CalPERS Retirement	<p>The Authority submitted an application for a new CalPERS contract on February 1st, 2019. A few months after submitting the application the Authority was advised by CalPERS that the joint powers agreement language would need to be amended. Staff worked with legal counsel from both member agencies to make the necessary amendments which were approved by both elected bodies in October of 2019. Once that language was amended CalPERS conducted a thorough CalPERS Financial Analysis of the Authority. The Authority was given the approval to move to the next stage of contract formation from the CalPERS financial team in February of 2020. Where the COVID-19 pandemic has slowed the final stage of actuarial analysis, progress continues to be made, and we are hopeful to have contract formation complete in September of 2020.</p> <p>The new retirement plan will transition to a Public Employee Pension Reform Act (PEPRA) plan. While all current employees that transfer will maintain their current retirement status (classic or PEPRA) future employees hired will all fall under the PEPRA pension status with reduced pension benefits. The new pension contract will begin with no unfunded liabilities. Current pension liabilities will remain with the member agencies. The District will be required to pay their pro-rata share of the</p>
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SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

Fire Administration

	<p>City's unfunded liabilities that were created during the time that the City acted as the employer of record.</p>
<p>Workers Compensation / General Liability</p>	<p>Staff worked with the Special District Risk Management Association to obtain comprehensive quotes for both workers' compensation and general liability insurance. The quotes will be codified into coverage policies by the JPA Board when the transition agreement has been approved by member agencies.</p>
<p>Employee Health Benefits</p>	<p>A Health Benefits Committee was established and all fire authority employees were invited to participate. The committee initially met in May of 2019. Staff worked with the committee, CalPERS Health, Keenan Insurance Brokerage and Macleod Watts, Inc. actuarial firm to determine the most cost effective and comprehensive benefit packages available. Those plans have been identified and staff is ready to begin enrollment once the transition plan is approved by the member agencies and the JPA Board approves the Health benefit plans.</p>
<p>Payroll</p>	<p>Denali Fund, the Authority's current financial software, offers a comprehensive payroll module which the Authority will utilize as our payroll platform. This platform is utilized by hundreds of public agencies and non-profit organizations. The Authority's staffing software will be utilized for timekeeping and electronically interfaced with the payroll module. Existing staff will manage the payroll module and bi-weekly payroll processing. Payroll and timekeeping modules and interfaces will begin running in parallel with the City payroll and timekeeping systems within the next 60 days.</p>
<p>Human Resources</p>	<p>Staff has completed a comprehensive review and subsequent transfer of all City personnel policies and procedures that are relevant to the Fire Authority. Fire Administration staff has been working with an HR consultant and City Human Resources personnel to facilitate the personnel transition process. It is the intent of the Authority to utilize the City Human Resources Department to continue to support the Authority post-transition and have the Authority continue to pay the City for that service provision. If the City HR elects not to continue to support the Authority post-transition, then staff will work with the HR consultant to bridge the gap utilizing the existing funding paid to the City for HR services. There is no anticipated cost increase or savings for the provision of HR services.</p>





SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

Fire Administration

<p>Labor Agreements</p>	<p>Staff has undergone significant discussions with two bargaining groups that will be transitioning to the Authority. The Authority has worked with the represented labor groups and a City recommended labor attorney to develop labor agreements that mirrors existing pay and benefits for the employee groups. Non-represented employees will be provided pay and benefits that are equivalent to current pay and benefits. The discussions with the employee groups have been one of mutual respect with a focus on long-term sustainability which has yielded a verbal consensus that can be implemented after approval of the transition. The Authority will create a finance oversight committee that will include the Fire Chief, Authority Finance Manager, City Manager (or designee) and a representative from the District.</p>
<p>Financial Policies and Procedures</p>	<p>The Authority created independent financial policies and practices in 2018 once the standalone JPA was created and implemented (Phase 1). Transitioning employees and payroll processing will be the final step in the Authority operating independently from either of its member agencies. As stated above, a finance oversight committee will be developed that will include the Fire Chief, Authority Finance Manager, City Manager (or designee) and a representative from the District.</p>
<p>City/District Financial Impacts</p>	<p>JPA staff completed an analysis of potential City financial impacts from transitioning employees from the City to the JPA. The City continues to evaluate potential impacts and the JPA will continue to support that process.</p> <p>JPA staff has completed a significant analysis of the long-term sustainability of the District. The analysis confirms that the District will have the resources to support future fire protection requirements in the unincorporated areas and the areas that have been annexed but not detached from the District. That analysis has been provided to the Council.</p>



AGENDA ITEM 3.F

REQUEST

DESIGNATE VOTING DELEGATE AND UP TO TWO ALTERNATE VOTING DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES 2020 ANNUAL CONFERENCE BUSINESS MEETING

EXECUTIVE SUMMARY

Staff requests that Council designate a voting delegate and up to two alternate voting delegates for the upcoming League of California Cities Annual Conference Business Meeting.

DISCUSSION

The League of California Cities Annual Conference is scheduled for Wednesday, October 7th through Friday, October 9th, 2020. Due to COVID-19 the conference will be held virtually.

An important part of the Annual Conference is the League of California Cities Annual Business Meeting held on Friday, October 9, 2020. At this meeting, the League membership considers and takes action on resolutions that establish League policy. In order to expedite the conduct of business at this policy-making meeting, each City Council is required to designate a voting delegate and up to two alternates who will be registered at the conference and present virtually at the Annual Business Meeting. A voting card will be given to the City official designated on the Voting Delegate Form.

The League of California Cities has requested to receive the names of the delegates by Wednesday, September 30, 2020.

STRATEGIC PLAN

This agenda item is a routine operational item and does not relate to the Council's four strategic priorities.

FISCAL IMPACT

There is no fiscal impact associated with this discussion item.

RECOMMENDATION

That Council designate, by resolution, a voting delegate and up to two alternate voting delegates for the League of California Cities 2020 Annual Conference Business Meeting.

Prepared by: Adrienne Richardson, City Clerk
Reviewed by: Midori Lichtwardt, Assistant City Manager
Approved by: Jenny Haruyama, City Manager

ATTACHMENTS

A Correspondence from the League of California Cities dated June 30, 2020



Council Action Advised by August 31, 2020
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June 30, 2020

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – October 7 – 9, 2020**

The League's 2020 Annual Conference & Expo is scheduled for October 7 – 9. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, October 9. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Wednesday, September 30. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting. These procedures assume that the conference will be held in-person at the Long Beach Convention Center as planned. Should COVID-19 conditions and restrictions prohibit the League from holding an in-person conference, new procedures will be provided.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by the end of July at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the

special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 7, 8:00 a.m. – 6:00 p.m.; Thursday, October 8, 7:00 a.m. – 4:00 p.m.; and Friday, October 9, 7:30 a.m.–11:30 a.m.. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 30. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



CITY: _____

**2020 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Wednesday, September 30, 2020. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email _____

Mayor or City Clerk _____
(circle one) (signature)

Date _____ Phone _____

Please complete and return by Wednesday, September 30, 2020

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

RESOLUTION 2020-

DESIGNATING A VOTING DELEGATE AND UP TO TWO ALTERNATE VOTING DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES 2020 ANNUAL CONFERENCE BUSINESS MEETING

WHEREAS, The League of California Cities Annual Conference is scheduled for October 7, through October 9, 2020, and

WHEREAS, An important part of the Annual Conference is the Annual Business Meeting held on October 9, 2020, at which, the League membership takes action on resolutions that establish League policy, and

WHEREAS, In order to expedite the conduct of business at this policy-making meeting, each City Council designates a voting delegate and up to two alternates who will be registered at the conference and present at the Annual Business Meeting;

NOW , THEREFORE, BE IT RESOLVED, That City Council hereby designates _____ as the voting delegate and _____ and _____ as the alternate voting delegates for the League of California Cities 2020 Annual Conference Business Meeting.

* * * * *

The foregoing Resolution 2020- was passed and adopted by the Tracy City Council on the 18th day of August 2020, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

MAYOR

ATTEST:

CITY CLERK